

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

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

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

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

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

Applicant

**MOTION RECORD  
Motion for Plan Recognition Order  
Returnable April 16, 2024**

**GOODMANS LLP**  
Barristers & Solicitors  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

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

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

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

**Erik Axell** LSO# 85345O  
eaxell@goodmans.ca

Tel: 416.979.2211  
Fax: 416.979.1234

Lawyers for the Applicant

**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

**INDEX**

<b>Tab</b>	<b>Document</b>
1.	Notice of Motion dated April 5, 2024
2.	Form of Plan Recognition Order
3.	Affidavit of Daniel Vas sworn April 5, 2024
A.	Confirmation Order entered March 22, 2024
B.	Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors dated March 18, 2024
C.	Affidavit of Daniel Vas sworn August 17, 2022 (without exhibits)
D.	Affidavit of Daniel Vas sworn January 18, 2024 (without exhibits)
E.	Orchowski Declaration dated March 18, 2024
F.	Canadian newspaper notices published pursuant to the Initial Recognition Order
G.	Notice of Chapter 11 Bankruptcy Case
H.	Bar Date Notice, Sale Notice and OCC Letter (French Versions)
I.	Finegan Declaration dated July 26, 2023
J.	Form of Purchase and Sale Agreement
K.	Canadian Provinces Term Sheet
L.	Form of Plan Administrator Agreement
M.	Confirmation Hearing Transcript
N.	Bradley Declaration dated March 7, 2024
O.	Barberio Declaration dated March 7, 2024
P.	Buschmann Declaration dated March 7, 2024

<b>Tab</b>	<b>Document</b>
Q.	Dombrowski Declaration dated March 7, 2024
R.	Debtors' Confirmation Hearing Presentation Materials
S.	Atkinson Declaration dated March 7, 2024
T.	Endorsement of the Court dated January 17, 2024
U.	Quebec Plaintiff Objection filed in the Chapter 11 Cases
V.	Canadian DMP Reservation of Rights filed in the Chapter 11 Cases
W.	DMP Stipulation Order entered August 3, 2023

**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

**NOTICE OF MOTION  
Motion for Plan Recognition Order  
Returnable April 16, 2024**

Paladin Labs Inc. (“**Paladin**”), in its capacity as the foreign representative (the “**Foreign Representative**”) in respect of the proceedings commenced by Endo International plc (“**Endo Parent**”) and certain of its affiliates (collectively, the “**Debtors**”) before the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) under chapter 11 of the United States Code (the “**Chapter 11 Cases**”), will make a motion before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on April 16, 2024 at 9:00 a.m. or as soon thereafter as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard:

- In writing under subrule 37.12.1 (1);
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference;

at a Zoom link to be provided on CaseLines in these proceedings.

**THE MOTION IS FOR:**

1. An Order (the “**Plan Recognition Order**”), substantially in the form contained in the Motion Record of the Applicant, among other things:
  - (a) recognizing enforcing in Canada the *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors and (II) Approving the Disclosure Statement with Respect Thereto* entered by the Bankruptcy Court on March 22, 2024 (the “**Confirmation Order**”);
  - (b) ordering that the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* (the “**Plan**”) and the Plan Supplement (collectively, the “**Confirmed Plan**”), the PSA, the Plan Transaction and the Plan Administrator Agreement (each as defined in the Confirmation Order) are recognized and given full force and effect in all provinces and territories of Canada;
  - (c) authorizing Paladin and Paladin Labs Canadian Holding Inc. (collectively, the “**Canadian Debtors**”) and the Plan Administrator to take all steps and actions, and to do all things, necessary or appropriate to implement the Confirmed Plan and the PSA in accordance with their terms;
  - (d) effective as of the Effective Date of the Plan, discharging and dismissing, without costs, the Canadian Litigation as against the Debtors and any other Debtor that is a defendant in the Canadian Litigation;

- (e) containing certain “bar order” protections in favour of non-settling defendants in the Canadian Provinces Class Action and the Canadian Provinces McKinsey Action (each as defined in the Plan);
  - (f) approving certain reports of KSV Restructuring Inc. (“KSV”), in its capacity as information officer in respect of these Canadian recognition proceedings (the “**Information Officer**”), including the Sixth Report of the Information Officer (the “**Sixth Report**”), to be filed, and the activities of the Information Officer referred to in such reports; and
  - (g) approving the fees and disbursements of the Information Officer and its counsel as described in the Sixth Report, and the affidavits attached thereto; and
2. Such further and other relief as counsel may request and this Court may permit.

**THE GROUNDS FOR THE MOTION** are as follows:

**A. The Chapter 11 Cases and the Canadian Recognition Proceedings**

3. On August 16, 2022, the Debtors commenced the Chapter 11 Cases by filing voluntary petitions with the Bankruptcy Court.<sup>1</sup>
4. Following a hearing on August 18, 2022, the Bankruptcy Court granted an order authorizing Paladin to act as the Foreign Representative of the Chapter 11 Cases for the purpose of these Canadian recognition proceedings.

---

<sup>1</sup> Capitalized terms used and not defined herein, unless otherwise indicated, have the meanings given to them in the Affidavit of Daniel Vas sworn April 5, 2024 (the “**Fifth Vas Affidavit**”) or the affidavit of Daniel Vas sworn August 17, 2022.

5. On August 19, 2022, Chief Justice Morawetz granted: (a) an Initial Recognition Order (Foreign Main Proceeding), among other things, recognizing Paladin as the “foreign representative” and the Chapter 11 Cases as a “foreign main proceeding” as those terms are defined in section 45 of the CCAA; and (b) a Supplemental Order (Foreign Main Proceeding), among other things, (i) ordering a stay of proceedings in respect of the Canadian Debtors and certain of their affiliates that are named as defendants in Canadian litigation proceedings, and (ii) appointing KSV as the Information Officer in these Canadian recognition proceedings.

6. The Court has granted recognition to certain additional orders granted by the Bankruptcy Court in the Chapter 11 Cases, including pursuant to a Fourth Supplemental Order dated April 25, 2023 and a Fifth Supplemental Order dated January 24, 2024.

7. In April 2023, the Bankruptcy Court entered a Bidding Procedures Order approving a marketing and sale process for the Debtors’ business and assets (the “**Sale Process**”) underpinned by a stalking horse bid (the “**Stalking Horse Bid**”) by an entity formed by an ad hoc group of holders of Prepetition First Lien Indebtedness. The Bidding Procedures Order was supported by many of the Debtors’ key stakeholder groups, including the Official Committee of Unsecured Creditors (the “**UCC**”) and the Official Committee of Opioid Claimants (the “**OCC**”), as a result of resolutions reached in the mediation process ordered by the Bankruptcy Court in January 2023 (the “**Mediation**”).

8. The Sale Process did not identify any transaction or combination of transactions capable of repaying in full the Debtors’ US\$5.9 billion in principal amount of Prepetition First Lien Indebtedness. Accordingly, the Debtors elected to accelerate the Sale Process and schedule a

hearing before the Bankruptcy Court (the “**Sale Hearing**”) to approve the sale and transfer of substantially all of the assets of the Debtors in the form of the Stalking Horse Bid (the “**Sale**”).

9. The Debtors adjourned the Sale Hearing several times while they engaged in negotiations in the Mediation, which continued in relation to objections to the Sale. The Debtors ultimately reached resolutions with key stakeholders that enabled them to pivot from pursuing the standalone Sale transaction to implementing their restructuring through a chapter 11 plan of reorganization.

10. On January 12, 2024, the Bankruptcy Court granted a Disclosure Statement Order, among other things, conditionally approving the Disclosure Statement and approving procedures for soliciting, receiving and tabulating votes on the Plan. The Disclosure Statement Order was recognized by this Court pursuant to the Fifth Supplemental Order dated January 24, 2024.

#### **B. Approval of the Plan by Voting Creditors and the Bankruptcy Court**

11. The Debtors, with the assistance of Kroll, the Debtors’ claims and noticing agent, undertook the solicitation of votes on the Plan in accordance with the Disclosure Statement Order. The noticing procedures undertaken pursuant to the Disclosure Statement Order were in addition to the extensive noticing undertaken by the Debtors earlier in the Chapter 11 Cases, including the procedures for providing notice to known and unknown claimants approved by the Bankruptcy Court pursuant to the Bar Date Order entered in April 2023 and recognized by this Court pursuant to the Fourth Supplemental Order.

12. All 21 classes of voting creditors voted to accept the Plan. The voting results indicate broad and strong support for the Plan among the Debtors’ secured and unsecured creditors. In particular, the Plan was approved by (a) 100% of holders of Second Lien Deficiency Claims and Unsecured

Notes Claims that voted on the Plan, and (b) more than 98% in value and number of holders of Other General Unsecured Claims and PI Opioid Claims that voted on the Plan.

13. The Bankruptcy Court heard the Debtors' motion for confirmation of the Plan at a hearing on March 19, 2024 (the "**Confirmation Hearing**"). At the conclusion of the hearing the Bankruptcy Court approved the Plan and overruled all objections to the Plan, including an objection by Jean-François Bourassa, the plaintiff in an uncertified class action before the Quebec Superior Court.

14. The Bankruptcy Court entered the Confirmation Order on March 22, 2024 which, among other things, approved the Disclosure Statement on a final basis and approved the Plan, the Plan Settlements, the Plan Transaction and the PSA.

### **C. The Plan and the Plan Transaction**

15. The purposes of the Plan are to: (a) give effect to the Plan Settlements reached in the Mediation; (b) effectuate distributions to secured and unsecured creditors; (c) release and discharge claims against the Debtors; and (d) achieve a comprehensive restructuring of the Debtors and the continuation of their global business on a going concern basis for the benefit of a broad range of stakeholders.

16. The Plan provides for the implementation of a Plan Transaction, pursuant to which substantially all of the business and assets of the Endo Group, including the Canadian Debtors, will be sold and transferred to applicable purchaser entities (as defined in the Plan, the "**Purchaser Entities**"), free and clear of claims and encumbrances other than assumed liabilities and permitted encumbrances. Under the Plan, holders of the Prepetition First Lien Indebtedness will receive,

among other consideration, 96.30% of the equity of the parent company of the Purchaser Entities (subject to certain dilution).

17. If implemented, the Plan will provide a recovery for various groups of unsecured creditors, including holders of deficiency claims in respect of the Debtors' second lien secured indebtedness and unsecured notes, other general unsecured claims, opioid-related claims, and claims asserted by governmental entities in the United States and Canada.

18. The Plan also includes consensual third party releases which each creditor had the option to grant, or not to grant. The Plan provides that holders of certain Trust Channelled Claims that granted the applicable releases are entitled to an additional payment from the applicable trust in exchange for granting the releases.

19. The Plan is supported by a broad cross section of the Debtors' stakeholders, as evidenced by the voting results and the support of the UCC and OCC, whose unsecured creditor constituencies will receive recoveries under the Plan notwithstanding that the Debtors are unable to repay in full the Prepetition First Lien Indebtedness.

20. In addition to the other conditions set forth in the Plan, the implementation of the Plan in respect of the Canadian Debtors is conditional on this Court having granted an order recognizing and giving full force and effect in Canada to the Confirmation Order and the Plan.

#### **D. The Proposed Plan Recognition Order**

21. Section 49 of the CCAA provides that, where an order recognizing a foreign proceeding has been made, the Court may make any order that it considers appropriate if it is satisfied that it

is necessary for the protection of the debtor company's property or the interests of a creditor or creditors.

22. The recognition of the Confirmation Order is appropriate in the circumstances and in the best interests of the Canadian Debtors and their stakeholders.

23. The Plan is the culmination of an extensive restructuring process undertaken in the Chapter 11 Cases, which has included a "market test" through the Sale Process and negotiated resolutions with a broad cross-section of the Debtors' secured and unsecured creditor groups.

24. Subject to the granting of the Plan Recognition Order, the implementation of the Plan will achieve a comprehensive restructuring of the Debtors, reduce the funded indebtedness of the restructured business by approximately US\$5.5 billion, and facilitate the continued operation of the Canadian Business as an integrated part of the Endo Group's restructured global business.

25. The Plan will give effect to the resolutions reached in the Mediation and provide recoveries for various groups of unsecured creditors, including holders of deficiency claims in respect of the Debtors' second lien secured indebtedness and unsecured notes, other general unsecured claims, opioid-related claims, and claims asserted by governmental entities in the United States and Canada.

26. Implementation of the Plan will facilitate the continued operation of the Canadian Business as an integrated part of the Endo Group's restructured global business and provide recoveries to Canadian creditors with claims against the Debtors in the same manner as other similarly-situated non-Canadian creditors.

**E. General**

27. The provisions of the CCAA, including Part IV and section 49 thereof; and
28. Such further and other grounds as counsel may advise and this Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

29. The Fifth Vas Affidavit; and
30. Such further and other evidence as counsel may advise and this Court may permit.

Date: April 5, 2024

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

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

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

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

**Erik Axell** LSO#: 85345O  
eaxell@goodmans.ca

Tel: 416.979.2211  
Fax: 416.979.1234

Lawyers for the Applicant

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

**NOTICE OF MOTION  
(Returnable April 16, 2024)**

**GOODMANS LLP**

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

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

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

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

**Erik Axell LSO#: 85345O**  
eaxell@goodmans.ca

Tel: 416.979.2211  
Fax: 416.979.1234

Lawyers for the Applicant

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

THE HONOURABLE CHIEF ) TUESDAY, THE 16<sup>TH</sup>  
 )  
JUSTICE MORAWETZ ) DAY OF APRIL, 2024

**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

**PLAN RECOGNITION ORDER**

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

**ON READING** the Notice of Motion, the affidavit of Daniel Vas sworn April 5, 2024, and the sixth report of KSV Restructuring Inc. (“**KSV**”), in its capacity as information officer (the “**Information Officer**”), dated April ●, 2024 (the “**Sixth Report**”), filed, and the affidavits of Noah Goldstein sworn April ●, 2024 and Joshua Foster sworn April ●, 2024 (together, the “**Fee Affidavits**”), filed.

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

## **SERVICE AND DEFINITIONS**

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

2. **THIS COURT ORDERS** that (a) capitalized terms used and not otherwise defined herein shall have the meanings given to them, as applicable, in the Confirmation Order or the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* dated March 18, 2024 [Docket No. 3849] (as amended from time to time and including all exhibits thereto, the “**Plan**”); and (b) the following terms shall have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

- (a) “**Non-Settling Defendants**” means any person or entity (other than the Debtors or any other Releasee, solely in their capacity as such) that is named or who may be named in the future in the Canadian Provinces Class Action, the Canadian Provinces McKinsey Action, or may be named in any future claim related to Canadian Provinces Claims (including claims relating to the distribution of Canadian Opioid Products) or the Canadian Provinces McKinsey Action; and
- (b) “**Releasees**” means any of the Debtors, any Non-Debtor Affiliates, and any of their respective predecessors, successors, assigns, current and former subsidiaries and affiliates, heirs, executors, estates, and nominees, current and former officers and directors, principals, members, equityholders, managers, partners, agents, advisory board members, employees, financial advisors, attorneys, accountants, investment bankers, consultants (except anyone named in the Canadian Provinces

McKinsey Action), representatives, experts and other professionals, in each case solely in their capacity as such.

### **RECOGNITION OF CONFIRMATION ORDER**

3. **THIS COURT ORDERS** that the *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors, and (II) Approving the Disclosure Statement with Respect Thereto* of the Bankruptcy Court entered March 22, 2024 in the Chapter 11 Cases [Docket No. 3960] (the “**Confirmation Order**”), a copy of which is attached as Schedule “A” hereto, is hereby recognized and given full force and effect in all provinces and territories of Canada.

4. **THIS COURT ORDERS** that the Plan and the Plan Supplement (collectively, the “**Confirmed Plan**”), the PSA, the Plan Transaction and the Plan Administrator Agreement are hereby recognized and given full force and effect in all provinces and territories of Canada.

5. **THIS COURT ORDERS** that in the event of any conflict between the terms of the Confirmation Order, the Plan or the Plan Administrator Agreement and paragraphs 17 and 18 of the Supplemental Order of this Court dated August 19, 2022 (the “**Supplemental Order**”), the Supplemental Order shall govern.

### **IMPLEMENTATION OF THE CONFIRMED PLAN AND PSA**

6. **THIS COURT ORDERS** that the Canadian Debtors and the Plan Administrator are authorized to take all steps and actions, and to do all things, necessary or appropriate to enter into or implement the Confirmed Plan and the PSA in accordance with their terms, and enter into, implement and consummate all of the steps, transfers, transactions and agreements contemplated pursuant to the Confirmed Plan and the PSA.

7. **THIS COURT ORDERS** that as of the Effective Date, the Confirmed Plan and the PSA, including all compromises, arrangements, transfers, transactions, releases, discharges and

injunctions provided for therein, are recognized and given full force and effect in all provinces and territories of Canada and shall be binding and effective upon all known and unknown holders of Claims and Interests and all other persons affected thereby, and on their respective heirs, administrators, executors, legal personal representatives, successors and assigns. For greater certainty, nothing herein shall release or affect any rights or obligations under the Confirmed Plan or the PSA.

8. **THIS COURT ORDERS** that as of the Effective Date, all actions and proceeding in any court or tribunal in Canada in which a Canadian Debtor or any other Debtor is a defendant (collectively, the “**Canadian Litigation**”), including without limitation the actions and proceedings set out in Schedule “B” hereto, shall be discharged and dismissed, without costs, as against the Canadian Debtors and any other Debtor that is a defendant in the Canadian Litigation, and the Canadian Debtors and the Plan Administrator are authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to obtain or implement such discharges or dismissals.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* (Canada) and any similar legislation in any province or territory of Canada, the Debtors are authorized and permitted to disclose and transfer to the Purchaser Entities all human resources, payroll and personal information in the records of the Debtors pertaining to the Canadian Debtors’ past and current employees. The Purchaser Entities shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to them in a manner which is in all material respects identical to the prior use of such information by the Debtors.

10. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) or otherwise

in respect of any Debtor and any bankruptcy or receivership order issued pursuant to any such application; and

- (c) any assignment in bankruptcy made in respect of any Debtor,

the vesting of the PSA Assets in the Buyers pursuant to the Confirmation Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of such Debtor and shall not be void or voidable by creditors of such Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal, provincial or territorial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. **THIS COURT ORDERS** that from and after the Effective Date, the Plan Administrator and the Canadian Debtors shall be authorized to take all such steps and actions, and to execute and deliver all such additional documents, as may be necessary or desirable to wind up the Canadian Debtors or deal with any assets or property of the Canadian Debtors, in each case in accordance with the Plan Administrator Agreement.

12. **THIS COURT ORDERS** that, at such time following the Effective Date as the Plan Administrator or the Canadian Debtors determine appropriate, the Plan Administrator or the Canadian Debtors are authorized to (a) bring a motion before this Court seeking the termination of these recognition proceedings under Part IV of the CCAA; and (b) make assignments in bankruptcy on behalf of the Canadian Debtors under the BIA and to pay a retainer to a trustee in bankruptcy in connection with such assignments. KSV is hereby authorized, but not required, to act as trustee in bankruptcy in respect of any Canadian Debtor that makes an assignment in bankruptcy pursuant to the BIA.

#### **BAR ORDER**

13. **THIS COURT ORDERS** that if, but for the Confirmed Plan, any party to the Canadian Provinces Class Action, the Canadian Provinces McKinsey Action, or any future claim related to

Canadian Provinces Claims (including claims relating to the distribution of Canadian Opioid Products) in Canada asserts or would have the right to assert claims, including without limitation, claims for contribution and indemnity or other claims over, whether they be in law or in equity, by statute or otherwise, from or against the Releasees:

- (a) such party shall not claim or be entitled to recover from any Non-Settling Defendant that portion of any damages of any kind, monetary recoveries of any kind, taxes, costs or interest that correspond to the liability of the Releasees proven at trial or otherwise;
- (b) for greater certainty, such party shall limit their claims against the Non-Settling Defendants collectively to, and shall be entitled to recover from the Non-Settling Defendants, only those damages, monetary recoveries, taxes, costs and interest attributable to the Non-Settling Defendants' collective proportionate liability proven at trial or otherwise, if any;
- (c) any court determining the Non-Settling Defendants' liability shall have full authority to determine the proportionate liability of the Releasees regardless of whether the Releasees participate in that proceeding, and the Releasees' proportionate liability shall be determined as if the Releasees are parties to the proceeding, and any such finding in respect of the Releasees' proportionate liability shall only apply in that proceeding and shall not be binding upon the Releasees in any other proceedings;
- (d) nothing in this Order is intended to or shall limit, restrict or affect any position, argument or defence that may be asserted by the Non-Settling Defendants in any proceeding including without limitation any arguments which the Non-Settling Defendants may make regarding the reduction of any judgment against them; and
- (e) for the purposes of this paragraph, any reference to a "party" shall be deemed to include any assignee of such party's right, title and interest in and to any claim from or against the Releasees.

**APPROVAL OF FEES AND EXPENSES**

14. **THIS COURT ORDERS** that the Fourth Report of the Information Officer dated November 29, 2023, the Fifth Report of the Information Officer dated January 22, 2024, and the Sixth Report, and the activities of the Information Officer referred to therein, be and are hereby approved; provided, however, that only the Information Officer, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

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

**GENERAL**

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

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

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

---

Chief Justice G.B. Morawetz

**SCHEDULE "A"**  
**Confirmation Order**

See attached.

**SCHEDULE “B”****Canadian Litigation to be Dismissed and Discharged Against the Debtors**

1. *His Majesty the King in Right of the Province of British Columbia v. Apotex Inc. et al.*, commenced before the Supreme Court of British Columbia, Court File No. S189395.
2. *M.W. v. Apotex Inc. et al.*, commenced before the Supreme Court of British Columbia, Court File No. S1914317.
3. *The City of Grand Prairie and the City of Brantford v. Apotex Inc. et al.*, commenced before the Court of King’s Bench of Alberta, Court File No. 2001-07073.
4. *Peter Ballantyne Cree Nation and Lac La Ronge Indian Band v. Apotex Inc. et al.*, commenced before the Court of King’s Bench for Saskatchewan, Court File No. QB 72/21.
5. *Darryl Gebien v. Apotex Inc. et al.*, commenced before the Court of King’s Bench of Manitoba, Court File No. CI 21-01-33888.
6. *Karen Tryon v. Apotex Inc. et al.*, commenced before the Court of King’s Bench of Manitoba, Court File No. CI 22-01-34320.
7. *Darryl Gebien v. Apotex Inc. et al.*, commenced before the Ontario Superior Court of Justice, Court File No. CV-19-00620048-00CP.
8. *Jean-François Bourassa v. Abbott Laboratories et al.*, commenced before the Superior Court of Quebec, Court File No. 500-06-001004-197.
9. *Kathryn Eaton v. Teva Canada Limited et al.*, commenced before the Federal Court of Canada, Court File No. T-607-20.

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

**PLAN RECOGNITION ORDER**

**GOODMANS LLP**

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

**Robert J. Chadwick LSO#: 35165K**

rchadwick@goodmans.ca

**Bradley Wiffen LSO#: 64279L**

bwiffen@goodmans.ca

**Andrew Harmes LSO#: 73221A**

aharmes@goodmans.ca

**Erik Axell LSO#: 85345O**

eaxell@goodmans.ca

Tel: 416.979.2211

Fax: 416.979.1234

Lawyers for the Applicant

**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

**FIFTH AFFIDAVIT OF DANIEL VAS  
(Sworn April 5, 2024)**

I, Daniel Vas, of the City of Pincourt, in the Province of Quebec, MAKE OATH  
AND SAY:

1. I am a director of Paladin Labs Inc. ("**Paladin**") and Paladin Labs Canadian Holding Inc. ("**Paladin Holdings**" and, together with Paladin, the "**Canadian Debtors**"). I am also the Executive Director of Finance of Paladin and have served in that position since 2020. I have been employed by Paladin since 2008 and have served in a number of finance roles prior to becoming Executive Director of Finance. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others or public sources. Where I have obtained information from others or public sources I believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. On August 16, 2022 (the “**Petition Date**”), Endo International plc (“**Endo Parent**”) and certain of its affiliates, including the Canadian Debtors (collectively, the “**Debtors**”), commenced cases (the “**Chapter 11 Cases**”) under chapter 11 of the United States Code (the “**Bankruptcy Code**”) by filing voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The Chapter 11 Cases have been recognized by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) as a “foreign main proceeding” under Part IV of the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) pursuant to an Initial Recognition Order (Foreign Main Proceeding) dated August 19, 2022 (the “**Initial Recognition Order**”).

3. This affidavit is sworn in support of a motion by Paladin, in its capacity as the foreign representative (the “**Foreign Representative**”) in respect of the Chapter 11 Cases, for an order (the “**Plan Recognition Order**”), among other things:

- (a) recognizing and enforcing in Canada the *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors and (II) Approving the Disclosure Statement with Respect Thereto* [Docket No. 3960] entered by the Bankruptcy Court on March 22, 2024 (the “**Confirmation Order**”), a copy of which is attached hereto as Exhibit “A”;
- (b) ordering that the Plan and the Plan Supplement (collectively, the “**Confirmed Plan**”), the PSA, the Plan Transaction and the Plan Administrator Agreement (each as defined below) are recognized and given full force and effect in all provinces and territories of Canada;

- (c) authorizing the Canadian Debtors and the Plan Administrator (as defined below) to take all steps and actions, and to do all things, necessary or appropriate to implement the Confirmed Plan and the PSA in accordance with their terms;
  - (d) effective as of the date the Plan becomes effective (the “**Effective Date**”), discharging and dismissing, without costs, all actions and proceedings in any court or tribunal in Canada in which a Canadian Debtor or any other Debtor is a defendant (collectively, the “**Canadian Litigation**”) as against the Debtors and any other Debtor that is a defendant in the Canadian Litigation;
  - (e) containing certain “bar order” protections in favour of non-settling defendants in the Canadian Provinces Class Action and the Canadian Provinces McKinsey Action (each as defined in the Plan), as described below;
  - (f) approving certain reports of KSV Restructuring Inc. (“**KSV**”), in its capacity as information officer in respect of these Canadian recognition proceedings (the “**Information Officer**”), including the Sixth Report of the Information Officer (the “**Sixth Report**”), to be filed, and the activities of the Information Officer referred to in such reports; and
  - (g) approving the fees and disbursements of the Information Officer and its counsel as described in the Sixth Report, and the affidavits attached thereto.
4. The Debtors have achieved nearly unanimous stakeholder consensus with respect to their restructuring, including in connection with the mediation process ordered by the Bankruptcy Court (the “**Mediation**”) that resulted in negotiated resolutions with a broad cross-section of the Debtors’

secured and unsecured creditor groups. These resolutions enabled the Debtors to proceed with a chapter 11 plan of reorganization that has obtained overwhelming support from voting claimants, with over 99.9% of voting parties by both amount and value voting in favour of the Plan. On March 22, 2024, the Debtors obtained the Confirmation Order of the Bankruptcy Court, among other things, confirming the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3849] (together with all schedules and exhibits thereto, as may be modified, amended or supplemented from time to time, the “**Plan**”), a copy of which is attached hereto as Exhibit “B”.

5. The Plan and the related Plan Transaction will achieve a comprehensive restructuring of Endo Parent and its affiliates (the “**Endo Group**”) and result in the acquisition of substantially all of the business and assets of the Endo Group by its first lien lenders. The Plan will address the Debtors’ unsustainable capital structure and reduce the funded indebtedness of the restructured business by approximately US\$5.5 billion. The Plan will also provide the business with an improved liability profile and a fresh start through the resolution of thousands of lawsuits affecting the Endo Group.

6. Despite the fact that the marketing and sale process for the Debtors’ business and assets undertaken on a standalone basis pursuant to section 363 of the Bankruptcy Code earlier in the Chapter 11 Cases (the “**Sale Process**”) did not identify any transaction capable of repaying in full the US\$5.9 billion in principal amount of first lien secured indebtedness, the Plan will give effect to the resolutions reached in the Mediation and provide recoveries for various groups of unsecured creditors, including, among others, holders of deficiency claims in respect of the Debtors’ second lien secured indebtedness and unsecured notes, opioid-related claims, claims relating to certain of

the Debtors' other products, unsecured claims asserted by governmental entities in the United States and Canada, and other general unsecured claims.

7. The Canadian Debtors – which are the two Canadian entities in the Endo Group – are subject to the proposed Plan. Accordingly, substantially all of the business and assets of the Canadian Debtors will be sold and transferred to a purchaser entity under the Plan Transaction, and Canadian creditors with allowed claims against the Debtors will be entitled to receive recoveries on their unsecured claims pursuant to the Plan.

8. The Plan is broadly supported by key stakeholders of the Debtors, including the Official Committee of Unsecured Creditors (the “UCC”), the Official Committee of Opioid Claimants (the “OCC”), the legal representative for future claimants appointed by the Bankruptcy Court (the “FCR”), an ad hoc group of holders of Prepetition First Lien Indebtedness (the “**Ad Hoc First Lien Group**”), an ad hoc group of unsecured noteholders, the Multi-State Executive Committee (the “**Multi-State EC**”), the United States of America (the “**U.S. Government**”), an ad hoc group of certain public school districts in the United States, a group of distributors, manufacturers and pharmacies (the “**DMPs**”), and each of the Canadian provinces and territories (collectively, the “**Canadian Provinces**”).

9. The Plan is strongly supported by the Debtors' voting creditors. All 21 classes of voting creditors voted to approve the Plan, with more than 95% of creditors by number and value in each

class voting to approve the Plan.<sup>1</sup> This includes approval of 98.67% in number and 98.66% in value of holders of personal injury opioid claims that voted on the Plan.

10. The Bankruptcy Court confirmed the Plan at the conclusion of a full day hearing held on March 19, 2024 (the “**Confirmation Hearing**”). The Bankruptcy Court overruled objections from certain *pro se* (individual) equity holders and opioid claimants, as well as an objection from Jean-François Bourassa (the “**Quebec Plaintiff**”), the plaintiff in an uncertified class action before the Quebec Superior Court. The Quebec Plaintiff, through both Quebec counsel and bankruptcy counsel in the U.S., had a full opportunity to present his objection to the Bankruptcy Court at the Confirmation Hearing. As described below, the Bankruptcy Court found that the objection of the Quebec Plaintiff was without merit and that the Quebec Plaintiff’s objection to the Plan was a collateral attack on relief previously granted in the Chapter 11 Cases.

11. In the Confirmation Order, the Bankruptcy Court found, among other things, that the Plan is the result of good faith, arm’s length negotiations between the Debtors and the various parties in interest in the Chapter 11 Cases; that the Plan Settlements (as defined below) are fair, equitable, and in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and that the consummation of the Plan Transaction pursuant to the Confirmation Order and the PSA is necessary for the Debtors to maximize the value of their estates for the benefit of all creditors and other parties in interest.

12. The Foreign Representative submits that recognition of the Confirmation Order and the related relief sought pursuant to the proposed Plan Recognition Order is appropriate in the

---

<sup>1</sup> No votes were cast in two classes (U.S. Government Claims and Other Opioid Claims), and acceptance of those classes is presumed pursuant to section 3.8 of the Plan.

circumstances and in the best interests of the Canadian Debtors and their stakeholders. The Plan is the culmination of an extensive restructuring process undertaken in the Chapter 11 Cases, which has included a public marketing process in connection with the Sale Process and negotiated resolutions with a broad cross-section of the Debtors' secured and unsecured creditor groups both in and outside of the Mediation. Subject to the granting of the Plan Recognition Order, the implementation of the Plan will achieve a comprehensive restructuring of the Debtors, facilitate the continued operation of the Canadian Business as an integrated part of the Endo Group's restructured global business, and provide recoveries to Canadian creditors with claims against the Debtors in the same manner as other similarly-situated non-Canadian creditors.

13. Capitalized terms used and not defined in this affidavit have the meanings given to them in the Plan, the Confirmation Order, the applicable document being described, or in my affidavit sworn August 17, 2022 (the "**First Vas Affidavit**"), a copy of which (without exhibits) is attached hereto as Exhibit "C". I also swore an affidavit dated January 18, 2024 (the "**Fourth Vas Affidavit**") in support of the motion by the Foreign Representative seeking recognition of the Disclosure Statement Order (as defined below), a copy of which (without exhibits) is attached hereto as Exhibit "D".

14. My understanding of the Confirmation Order, the Confirmation Hearing, the Plan, the Plan Transaction, the PSA, the Plan Settlements and the related motions, documents and developments described in this affidavit are based on information provided by, and discussions with, counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, and counsel to the Canadian Debtors, Goodmans LLP, as well as my review of the exhibits attached to this affidavit.

15. For ease of reference, this affidavit is organized as follows:

<b>I.</b>	<b>BACKGROUND .....</b>	<b>8</b>
<b>II.</b>	<b>DEVELOPMENTS IN THE CHAPTER 11 CASES.....</b>	<b>14</b>
	A. Resolution with the U.S. Government .....	14
	B. Plan Solicitation and Notice.....	16
	C. Implementation of the Debtors' Notice Plan .....	18
	D. Plan Voting Results.....	21
<b>III.</b>	<b>THE PLAN .....</b>	<b>24</b>
	A. Overview of the Plan .....	24
	B. Plan Transaction.....	26
	C. Plan Settlements.....	31
	D. Releases in the Plan .....	34
	E. Impact of the Plan on Canadian Stakeholders .....	38
<b>IV.</b>	<b>PLAN ADMINISTRATOR AGREEMENT.....</b>	<b>40</b>
<b>V.</b>	<b>CONFIRMATION HEARING.....</b>	<b>43</b>
	A. Summary of Confirmation Hearing .....	43
	B. Stakeholder Support for the Plan .....	44
	C. Objection of the Quebec Plaintiff.....	47
	D. The Canadian DMP Reservation of Rights and the Bar Order.....	51
<b>VI.</b>	<b>THE CONFIRMATION ORDER.....</b>	<b>56</b>
<b>VII.</b>	<b>IMPLEMENTATION AND NEXT STEPS .....</b>	<b>61</b>
<b>VIII.</b>	<b>CONCLUSION .....</b>	<b>62</b>

## **I. BACKGROUND**

16. The Chapter 11 Cases, which were commenced on August 16, 2022, have been overseen by the Honourable Judge James L. Garrity, Jr. Following a hearing in respect of the Debtors' First Day Motions on August 18, 2022, the Bankruptcy Court granted certain First Day Orders, including the Foreign Representative Order authorizing Paladin to act as the Foreign Representative of the Chapter 11 Cases for purposes of these Canadian recognition proceedings.

17. Paladin, in its capacity as Foreign Representative, brought an application before the Court for recognition of the Chapter 11 Cases under Part IV of the CCAA. On August 19, 2022, the Honourable Chief Justice Morawetz granted the following orders:

- (a) the Initial Recognition Order, *inter alia*, recognizing Paladin as the “foreign representative” in respect of the Chapter 11 Cases and the Chapter 11 Cases as a “foreign main proceeding” as those terms are defined in section 45 of the CCAA; and
- (b) a Supplemental Order (Foreign Main Proceeding), *inter alia*, appointing KSV as the Information Officer in respect of these Canadian recognition proceedings.

18. As described in the First Vas Affidavit, the Chapter 11 Cases were necessitated by a confluence of factors, including a highly leveraged capital structure that became unsustainable in light of the Endo Group’s declining financial performance. The Chapter 11 Cases were also necessary to obtain a stay of the thousands of lawsuits relating to the Endo Group’s marketing and sale of opioid products.

19. The Endo Group’s capital structure consists of funded debt obligations in the aggregate principal amount of US\$8.15 billion, which include US\$5.9 billion in Prepetition First Lien Indebtedness and US\$941 million in Prepetition Second Lien Indebtedness. 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 Prepetition First Lien Indebtedness and the Prepetition Second Lien Indebtedness. The Canadian Debtors are also guarantors, on an unsecured basis, of the approximately US\$1.345 billion of outstanding obligations under the Unsecured Notes.

20. Concurrently with the commencement of the Chapter 11 Cases, the Debtors entered into a restructuring support agreement (the “**Original RSA**”) with the Ad Hoc First Lien Group. The Original RSA contemplated a credit bid acquisition of substantially all of the Debtors’ assets by an entity formed by the Ad Hoc First Lien Group, whose bid would serve as a stalking horse bid (the “**Stalking Horse Bid**”) in a marketing and sale process to be conducted in the Chapter 11 Cases.

21. In furtherance of the restructuring contemplated by the Original RSA, the Debtors filed motions on November 23, 2022 for approval of the Bidding Procedures Order (the “**Bidding Procedures Motion**”) and for approval of the Bar Date Order (the “**Bar Date Motion**”). As described in the Fourth Vas Affidavit, the Bidding Procedures Order approved the Sale Process underpinned by the Stalking Horse Bid. The Bar Date Order approved the procedures and deadlines for the submission of claims against the Debtors and procedures for providing notice of the claims submission process to known and unknown creditors of the Debtors, as described further below.

22. A number of the Debtors’ stakeholders filed objections to the Bidding Procedures Motion, including the UCC, the OCC, an ad hoc group of holders of first lien, second lien and unsecured indebtedness of the Debtors (the “**Ad Hoc Cross-Holder Group**”), an ad hoc group of holders of first lien and certain other indebtedness of the Debtors who were not party to the original restructuring support agreement (the “**Non-RSA 1Ls**”), an ad hoc group of unsecured noteholders of the Debtors, the United States Trustee (the “**U.S. Trustee**”), and the DMPs.

23. In addition, on January 23, 2023, the UCC and the OCC jointly filed the *Motion of the Official Committee of Unsecured Creditors and the Official Committee of Opioid Claimants For*

*(I) Entry of an Order Granting Leave, Standing, and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors and (II) Settlement Authority in Respect of Such Claims* [Docket No. 1243] (the “**Joint Standing Motion**”) pursuant to which the UCC and the OCC sought standing to commence and prosecute three complaints related to the validity of the liens securing the Prepetition First Lien Indebtedness and one complaint related to prepetition compensation of executives and other personnel of the Debtors, including the Canadian Debtors.

24. On January 27, 2023, the Bankruptcy Court entered a *Stipulation and Order (A) Granting Mediation and (B) Referring Matters to Mediation* [Docket No. 1257] ordering the Mediation among the Debtors, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the UCC, the OCC, the FCR, the Multi-State EC, and certain agencies of the U.S. Government. The Mediation was conducted by the Honourable Shelley C. Chapman, a retired U.S. Bankruptcy Court Judge for the Southern District of New York.

25. The parties engaged in the Mediation in an effort to resolve the Joint Standing Motion, the objections to the Bidding Procedures Motion, and the Debtors’ overall restructuring path. As described in the Fourth Vas Affidavit, the Mediation resulted in a resolution with the UCC and the OCC as reflected in the Resolution Stipulation. The Resolution Stipulation included the UCC Resolution Term Sheet and the OCC Resolution Term Sheet setting out the key economic terms agreed to with the UCC and the OCC, and the agreement of the committees to hold the Joint Standing Motion in abeyance while the Debtors pursued their restructuring efforts. As a result of the Resolution Stipulation and the other resolutions reached in the initial months of the Mediation, the Debtors were able to move forward with the Bidding Procedures Motion and the Bar Date

Motion with the support of the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the UCC and the OCC.

26. The Bankruptcy Court entered the Bidding Procedures Order and the Bar Date Order in early April 2023. The Bidding Procedures Order and the Bar Date Order were recognized by this Court pursuant to a Fourth Supplemental Order dated April 25, 2023.

27. As further detailed in the Fourth Vas Affidavit, the Debtors, with the assistance of their financial and legal advisors, conducted the Sale Process in accordance with the Bidding Procedures Order. The Debtors did not receive any indications of interest prior to the applicable deadline that, when viewed individually or together, were superior to the Stalking Horse Bid or capable of repaying in full the Debtors' US\$5.9 billion in principal amount of Prepetition First Lien Indebtedness. Accordingly, in accordance with the Bidding Procedures, the Debtors elected to accelerate the Sale Process and schedule a hearing before the Bankruptcy Court (the "**Sale Hearing**") to approve the sale and transfer of substantially all of the assets of the Debtors pursuant to the Stalking Horse Bid (the "**Sale**").

28. The Debtors adjourned the Sale Hearing several times while they engaged in negotiations to resolve objections to the Sale, including objections by His Majesty the King in Right of the Province of British Columbia ("**HMKBC**") and each of the other Canadian Provinces, certain public school districts in the United States, the U.S. Trustee, and the U.S. Government on behalf of certain of its departments and agencies. As a result of the Mediation (which continued in relation to objections to the Sale), the Debtors were able to reach resolutions to those objections.

29. As described further below, the Debtors also negotiated a stipulation with the DMPs (the “**DMP Stipulation**”), outside of the Mediation process, that was approved by the Bankruptcy Court pursuant to the DMP Stipulation Order entered on August 3, 2023.<sup>2</sup>

30. As a result of the broad consensus reached in the Mediation and the progress made toward resolving certain objections that would have otherwise impeded the Debtors’ ability to implement a plan of reorganization, the Debtors made the determination to pivot from pursuing the standalone Sale transaction to implementing a comprehensive restructuring through the Plan.

31. On December 19, 2023, the Debtors filed with the Bankruptcy Court, among other things, (a) the *Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors*; and (b) the *Disclosure Statement with Respect to the Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3356] (together with all schedules, supplements and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”). The Plan and the Disclosure Statement were subsequently amended a number of times to reflect further developments and discussions and negotiations with stakeholders.

32. On January 12, 2024, the Bankruptcy Court entered the *Order (I) Scheduling a Combined Hearing for Approval of the Disclosure Statement and Confirmation of the Plan; (II) Conditionally Approving the Adequacy of the Disclosure Statement; (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes, and*

---

<sup>2</sup> The DMP Stipulation Order is the *Order Granting Debtors’ Motion for an Order Approving the Amended Stipulation Among the Debtors and the DMPs Resolving the DMPs’ Objection to the Bidding Procedures and Sale Motion* entered August 3, 2023 [Docket No. 2574].

*(D) Procedures for Objections; and (IV) Granting Related Relief* [Docket No. 3549] (the “**Disclosure Statement Order**”). The Disclosure Statement Order was entered on an unopposed basis, as the sole limited objection to the motion was resolved in advance of the Bankruptcy Court hearing.

33. The Disclosure Statement Order, among other things: (a) authorized the Debtors to solicit votes on the Plan; (b) conditionally approved the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approved the solicitation materials and documents to be sent to the Debtors’ stakeholders (collectively, the “**Solicitation Packages**”); (d) established March 19, 2024 as the date for the Confirmation Hearing to consider confirmation of the Plan and approve, on a final basis, the adequacy of the Disclosure Statement; and (e) approved procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan and Disclosure Statement.

34. The Disclosure Statement Order was recognized by this Court pursuant to the Fifth Supplemental Order dated January 24, 2024.

## **II. DEVELOPMENTS IN THE CHAPTER 11 CASES**

### **A. Resolution with the U.S. Government**

35. On November 20, 2023, the Ad Hoc First Lien Group filed in the Chapter 11 Cases a term sheet containing a summary of key terms under discussion in the interest of reaching a resolution of the objection and certain related claims and disputes of the U.S. Government (the “**U.S. Government Economic Term Sheet**”).

36. At the time of the Fourth Vas Affidavit, a global settlement with the U.S. Government remained under discussion. In particular, the terms set forth in the U.S. Government Economic Term Sheet remained subject to certain conditions, including that the Debtors, the U.S. Government and the Ad Hoc First Lien Group reach a satisfactory resolution of all civil and criminal investigations of the Debtors by the United States Department of Justice (the “**DOJ**”) relating to the Debtors’ historical sale and marketing of opioid products.

37. Following continued negotiations among the parties, the Debtors filed a notice in the Chapter 11 Cases on February 29, 2024 indicating that certain of the Debtors and the DOJ had entered into three separate definitive agreements that, collectively, address the U.S. Government’s disputed tax claims, its civil, criminal and administrative investigations of the Endo Group in relation to the marketing and sale of opioid products, and certain other claims filed by agencies of the U.S. Government in the Chapter 11 Cases. The agreements, executed copies of which were filed with the notice, remain subject to certain conditions, including consummation of the Plan.

38. The settlement with the U.S. Government includes a global economic agreement (the “**U.S. Government Settlement Agreement**”), which incorporates the economic terms for all settlements with the U.S. Government. The U.S. Government Settlement Agreement provides for the following economic compensation to the U.S. Government:

- (a) the Debtors or the Purchaser Parent will pay US\$364.9 million payable over 10 years in equal installments beginning 12 months after the Effective Date of the Plan, which in the alternative can be prepaid for US\$200 million on the Effective Date; and

- (b) the Purchaser Parent will pay up to US\$25 million in yearly contingent obligations (capped at US\$100 million in aggregate) based on EBITDA outperformance relative to certain agreed-upon baselines during the calendar years of 2024-2028.

39. The settlement with the U.S. Government also includes a criminal plea agreement under which Endo Health Solutions, Inc. (“EHSI”), a Debtor in the Chapter 11 Cases, will plead guilty to a single misdemeanor violation of the *Food, Drug, and Cosmetic Act* (United States). The criminal plea agreement includes a criminal fine of US\$1.086 billion and an additional US\$450 million in criminal forfeiture. The criminal fine will be treated as an allowed general unsecured claim in the Chapter 11 Cases and will be deemed fully satisfied by the economic treatment of the U.S. Government’s claims under the U.S. Government Settlement Agreement, and the forfeiture judgment will be addressed through credit given for payments made by the Debtors to certain United States governmental entities in accordance with the Plan.

40. The settlement with the U.S. Government also includes a civil settlement agreement with EHSI pursuant to which the U.S. Government will receive an allowed general unsecured claim in the Chapter 11 Cases of US\$475.6 million, which, like the criminal fine, will be deemed fully satisfied by the economic treatment of the U.S. Government’s claims under the U.S. Government Settlement Agreement.

## **B. Plan Solicitation and Notice**

41. The Disclosure Statement Order entered by the Bankruptcy Court on January 12, 2024, among other things, approved: (a) the procedures for soliciting, receiving and tabulating votes on the Plan (the “**Solicitation Procedures**”); (b) the form and methods of distribution of Solicitation

Packages; (c) the forms of notice of non-voting status; (d) the form of cover letter from the Debtors describing the contents of the Solicitation Package and providing notice of the Confirmation Hearing; (e) the manner and form of notice of the Confirmation Hearing; (f) the form of notice of the Confirmation Hearing by publication (the “**Publication Notice**”) and directed that the Publication Notice be submitted for publication by the Debtors in a number of U.S. and international publications, including the *Globe and Mail* (National Canadian Edition) newspaper; (g) the form of notice to be sent to counterparties to Executory Contracts and Unexpired Leases describing the Plan Assumption and Assignment Procedures; and (h) the form of notice to be sent to counterparties to Executory Contracts and Unexpired Leases that will be rejected pursuant to the Plan.

42. The dates and deadlines established by the Disclosure Statement Order, including those relating to solicitation and notice, were described in the Fourth Vas Affidavit.

43. The Debtors, with the assistance of Kroll Restructuring Administration LLC (“**Kroll**”), the Debtors’ claims and noticing agent, undertook the solicitation of votes on the Plan in accordance with the Disclosure Statement Order. The Debtors’ implementation of the Solicitation Procedures is described in the *Supplemental Declaration of Alex Orchowski of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3859] (the “**Orchowski Declaration**”) dated March 18, 2024, a copy of which is attached hereto as Exhibit “E”.<sup>3</sup>

---

<sup>3</sup> Give the extensive length of the Orchowski Declaration (1,204 pages), Exhibits B-1 and B-2 of the Orchowski Declaration (which list the ballots excluded from the final tabulation prepared by Kroll, and the reasons for the

44. As described in the Orchowski Declaration, Kroll adhered to the Solicitation Procedures outlined in the Disclosure Statement Order and distributed (or caused to be distributed) Solicitation Packages to parties entitled to vote on the Plan or such parties' agents or representatives as directed. A detailed description of the distribution of Solicitation Packages is set forth in two affidavits sworn by Mr. Orchowski: (a) the *Affidavit of Service of Solicitation Materials*, dated March 6, 2024 [Docket No. 3782]; and (b) the *Affidavit of Supplemental Service of Solicitation Materials*, dated March 7, 2024 [Docket No. 3783].

### **C. Implementation of the Debtors' Notice Plan**

45. The noticing and solicitation procedures undertaken pursuant to the Disclosure Statement Order are in addition to the extensive noticing undertaken by the Debtors earlier in the Chapter 11 Cases.

46. Pursuant to the Initial Recognition Order, the Foreign Representative, with the assistance of the Information Officer, published a notice of the commencement of the Chapter 11 Cases and the Canadian recognition proceedings (a) in English, in the *Globe and Mail* newspaper on August 25, 2022 and September 1, 2022; and (b) in French, in *Le Devoir* newspaper on August 29, 2022 and September 6, 2022. Copies of the English and French newspaper notices are attached hereto as Exhibit "F".

47. In the weeks following the commencement of the Chapter 11 Cases, the Debtors, with the assistance of Kroll, sent a "Notice of Chapter 11 Bankruptcy Case" (in the form of Official Form

---

exclusion of such ballots), are not included in the Orchowski Declaration attached as an exhibit to this affidavit. Exhibits B-1 and B-2 are available at Docket No. 3859 on the case website maintained by Kroll in respect of the Chapter 11 Cases.

309F1) and accompanying cover letter to suppliers, current and former employees, and other notice parties. I understand from Kroll that these documents were delivered in both English and French to creditors and other notice parties relating to the Canadian Debtors. A copy of the Notice of Chapter 11 Bankruptcy Case in English and French is attached hereto as Exhibit “G”.

48. As described in the Fourth Vas Affidavit, the Bidding Procedures Order and the Bar Date Order entered in April 2023 approved a plan for providing notice to known and unknown claimants and parties in interest of (a) the proposed sale of substantially all of the Debtors’ assets and important dates related thereto; and (b) deadlines for all entities and persons to file a proof of claim against any of the Debtors for prepetition claims (the “**Notice Plan**”).

49. The Notice Plan included the mailing of certain notice documents, including (a) the Bar Date Notice, (b) the Sale Notice, and (c) a “Letter to Opioid Claimants Regarding Opioid Resolutions, Bar Date Materials and the Chapter 11 Cases of Endo” (the “**OCC Bar Date Letter**”), to known claimants with actual claims against the Debtors, parties known to the Debtors as having potential claims against the Debtors, and other known parties in interest entitled to notice of the Bar Dates. I understand from Kroll that the Bar Date Notice, the Sale Notice and the OCC Bar Date Letter were delivered in both English and French to creditors and other notice parties relating to the Canadian Debtors. Attached hereto as Exhibit “H” are copies of the Bar Date Notice, the Sale Notice, and the OCC Bar Date Letter in French.

50. The implementation of the Debtors’ Notice Plan is described in the *Supplemental Declaration of Jeanne C. Finegan, APR in Connection With Sale Motion and Bar Date Motion* [Docket No. 2518] (the “**Second Finegan Declaration**”) dated July 26, 2023 filed in the Chapter 11 Cases. A copy of the Second Finegan Declaration was attached as Exhibit “Q” to the

affidavit of Erik Axell sworn November 27, 2023 in these proceedings and is attached hereto as Exhibit “I”. Capitalized terms used and not defined in this section have the meanings given to them in the Second Finegan Declaration.

51. The Second Finegan Declaration indicates the following:

- (a) the Notice Plan accomplished its goal of providing comprehensive notice to known and unknown claimants and parties in interest, specifically to provide notice to known and unknown claimants and parties in interest of the Sale and Bar Dates;
- (b) the Notice Plan was specifically designed to target potential product claimants, including holders of claims relating to the Debtors’ sale and marketing of opioids;
- (c) the extensive nature of the noticing program ranks the Debtors’ Notice Plan as one of the largest legal notice programs ever deployed in chapter 11 cases;
- (d) the Notice Plan provided actual, written notice to known and potential product claimants as well as other known parties in interest, including distribution of the Sale Notice and the Bar Date Notice as outlined in the Bidding Procedures Order and Bar Date Order, respectively;
- (e) the Media Notice Plan component of the Notice Plan, which was designed to reach unknown claimants, ultimately reached an estimated 90% of Canadian adults 18 years of age and older with an estimated average frequency of over ten times, resulting in approximately 432 million total impressions in Canada across all media channels;

- (f) in Canada, the Notice Plan included notices in English- and French-language magazines and newspapers, online display advertising, social media advertising, and press releases; and
- (g) as it relates specifically to the provision of notice in French to Canadian claimants, the Second Finegan Declaration indicates that French-language noticing was delivered through newspaper (Le Journal de Montreal), magazine (Reader's Digest), online display advertising, social media (YouTube and Facebook/Instagram), and press releases.

#### **D. Plan Voting Results**

52. Pursuant to the Disclosure Statement Order, the deadline for the submission of votes on the Plan was February 22, 2024 at 4:00 p.m. ET (the “**Voting Deadline**”), which Voting Deadline could be extended by the Debtors in consultation with the Ad Hoc First Lien Group, the UCC and the OCC. The Orchowski Declaration contains, on an aggregate and individual Debtor basis, the final tabulation of votes deemed timely and properly completed within each Voting Class, including those received between the Voting Deadline and March 15, 2024. The Orchowski Declaration contains the following table at Exhibit A-2 setting forth, on an aggregate basis, the total value and number of votes cast for all Debtors within each Voting Class:

Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
		%	%	%	%	
3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
4(B)	Other General Unsecured Claims	357,294	5	\$249,339,498.94	\$218,252.00	Accept
		99.999%	0.001%	99.91%	0.09%	
4(C)	Mesh Claims	7,673	27	\$7,675.00	\$27.00	Accept
		99.65%	0.35%	99.65%	0.35%	
4(D)	Ranitidine Claims	541	27	\$542.00	\$27.00	Accept
		95.25%	4.75%	95.25%	4.75%	
4(E)	Generics Price Fixing Claims	115	4	\$115.00	\$4.00	Accept
		96.64%	3.36%	96.64%	3.36%	
4(F)	Reverse Payment Claims	47	0	\$47.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.				Accept
6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept
		98.70%	1.30%	98.68%	1.32%	
6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept
		95.83%	4.17%	96.00%	4.00%	
7(A)	PI Opioid Claims	35,106	475	\$36,027.00	\$491.00	Accept

Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
		%	%	%	%	
		98.67%	1.33%	98.66%	1.34%	
7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept
		99.70%	0.30%	99.74%	0.26%	
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
7(D)	TPP Claims	354,089	2	\$356,305.00	\$2.00	Accept
		99.999%	0.001%	99.999%	0.001%	
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept
		97.66%	2.34%	97.55%	2.45%	
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.				Accept
12	EFBD Claims	2	0	\$2.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	

53. As evidenced by the voting results set forth in the Orchowski Declaration, all 21 classes of voting creditors voted to accept the Plan, including two classes (relating to U.S. Government Claims and Other Opioid Claims) in which no votes were cast and acceptance of the class was presumed pursuant to section 3.8 of the Plan.

54. The voting results indicate broad and strong support for the Plan among voting creditors. In particular, the Plan was approved by:

- (a) 100% in number and 100% in value of holders of Second Lien Deficiency and Unsecured Notes Claims that voted on the Plan;
- (b) 98.67% in number and 98.66% in value of holders of PI Opioid Claims that voted on the Plan; and
- (c) 99.999% in number and 99.91% in value of holders of Other General Unsecured Claims that voted on the Plan.

### **III. THE PLAN**

#### **A. Overview of the Plan**

55. The Plan is described in detail at Section IV of the Fourth Vas Affidavit. In summary, the Plan contains the following key elements for the completion of a comprehensive restructuring of the Debtors:

- (a) the Plan will give effect to resolutions reached by the Debtors and/or the Ad Hoc First Lien Group with various creditor groups (collectively, the “**Plan**”

**Settlements**”), effectuate distributions to creditors, and implement certain releases and injunctions;

- (b) as part of the Plan distributions, holders of First Lien Claims (being claims on account of the Debtors’ Prepetition First Lien Indebtedness) will receive, among other consideration, 96.30% of the equity of the Purchaser Parent (subject to certain dilution) that will directly or indirectly own the Purchaser Entities that will operate the Endo Group’s restructured business following implementation of the Plan;
- (c) unsecured creditors (including holders of deficiency claims in respect of the Prepetition Second Lien Indebtedness) will receive the cash and/or other consideration as set forth in the Plan in full and final satisfaction of their claims;
- (d) in addition to non-cash consideration in the form of equity in the Purchaser Parent and certain assigned litigation and insurance rights, the cash distributions under the Plan will be funded from the Debtors’ cash on hand, the net proceeds of certain rights offerings, and up to US\$2.5 billion of anticipated exit financing in the form of Syndicated Exit Financing, New Takeback Debt, or a combination thereof;
- (e) concurrently with and as part of the implementation of the Plan, the completion of a sale transaction (the “**Plan Transaction**”) governed by the terms of a Purchase and Sale Agreement (the “**PSA**”), pursuant to which:
  - (i) substantially all of the business and assets of certain Debtors located in the United States and Canada will be sold and transferred to the applicable

Purchaser Entities, free and clear of claims and encumbrances (other than assumed liabilities and permitted encumbrances); and

(ii) the equity interests of certain other Debtors and non-Debtor affiliates will be sold and transferred to the applicable Purchaser Entities; and

(f) the implementation of a scheme of arrangement under Part 9 of the *Irish Companies Act 2014* to implement certain terms of the Plan as a matter of Irish Law.

56. On February 15, 2024, as contemplated by the Plan, the Debtors filed the *Notice of Filing of Plan Supplement* [Docket No. 3687] (the “**First Plan Supplement**”), which included certain exhibits to the Plan, including, the various trust agreements relating to the Plan Settlements.

57. On March 7, 2024, the Debtors filed the *Notice of Filing of Second Plan Supplement* [Docket No. 3802] (the “**Second Plan Supplement**”) containing revised versions of certain documents filed with the First Plan Supplement and certain additional exhibits to the Plan, including the form of Plan Administrator Agreement and the form of PSA. On March 17, 2024, the Debtors filed the *Notice of Filing of Third Plan Supplement* [Docket No. 3848] (the “**Third Plan Supplement**”, and together with the First Plan Supplement and the Second Plan Supplement, the “**Plan Supplement**”) containing revised versions of certain documents filed with the First Plan Supplement and an additional exhibit to the Plan.

## **B. Plan Transaction**

58. The Plan provides for a going concern sale of the Endo Group’s global business to the Buyers, which are the Purchaser Entities owned directly or indirectly by the Purchaser Parent. The

Plan Transaction is set forth in greater detail in the PSA, a copy of which in substantially final form is attached hereto as Exhibit “J”. Capitalized terms used and not defined in this section have the meanings given to them in the PSA.

59. In summary, pursuant to the PSA, the Buyers have agreed to:

- (a) acquire the Transferred Assets, being all right, title and interest of the Endo Companies in their properties and assets of every kind and description, other than (i) the Excluded Assets, and (ii) the properties and assets of the Specified Subsidiaries, which will be received indirectly by the Buyers by virtue of their acquisition of the Transferred Equity Interests;
- (b) acquire the Transferred Equity Interests (together with the Transferred Assets, the “PSA Assets”), being the shares or other equity interests in certain Debtor entities;
- (c) assume, pay, perform or otherwise satisfy the Assumed Liabilities, as described below;
- (d) offer employment to each individual who is employed by, or has an outstanding offer of employment from, the Endo Companies, for such position and with such responsibilities that are no less favourable than such individual’s current position and responsibilities with the Endo Companies; and
- (e) perform, discharge and fulfil their obligations as successor employer in accordance with Canadian Labor Laws with respect to Automatic Transfer Employees whose

contracts of employment will automatically transfer to the Buyers under Canadian Labor Laws.

60. The PSA provides that the Buyers will assume the Assumed Liabilities, which exclude the Excluded Liabilities and include, subject to the specific terms and conditions set out in the PSA:

- (a) all liabilities for Non-U.S. Sale Transaction Taxes;
- (b) all liabilities of the Endo Companies under the Transferred Contracts and the Transferred Business Permits to be performed or that come due on or after the Closing Date, including any Cure Claims to the extent not paid at the Closing;
- (c) all liabilities arising under any collective bargaining laws, agreements or arrangements in relation to Transferred Employees;
- (d) all liabilities with respect to any Assumed Plan (excluding workers' compensation claims for injuries occurring prior to the Closing), any liabilities with respect to Business Employees as a successor employer that arise under any Government-Sponsored Plans, and all liabilities with respect to Transferred Employees (excluding liability arising from any equity-based awards granted under the Equity Incentive Plans);
- (e) all liabilities arising from any failure by the Buyers to comply with their obligations under applicable Canadian Labor Laws (including to continue the employment of any employees whose employment is required to be transferred under applicable Canadian Labor Laws as of the Closing Date);

- (f) all liabilities in connection with the employment or termination of employment of
  - (i) any Automatic Transfer Employee who objects to the transfer of their employment to the Buyer; and
  - (ii) any Offer Employee who refuses an offer of employment from the Buyer;
  
- (g) all accrued trade and non-trade payables, open purchase orders, liabilities arising under drafts or checks outstanding at Closing, accrued royalties, and liabilities arising from rebates, returns, recalls, chargebacks, coupons, discounts, failure to supply claims and similar obligations, in each case to the extent incurred in the Ordinary Course of Business and not otherwise relating to any Excluded Asset (and excluding pre-petition liabilities related to an Excluded Contract or unrelated to an Assumed Plan or an ongoing business relationship);
  
- (h) all liabilities related to the funding of an orderly wind down process during the Wind-Down Period, including liabilities for Administrative Expense Claims, Priority Non-Tax Claims, and Priority Tax Claims (each as defined in the Plan); and
  
- (i) subject to Section 4.24 of the Plan, intercompany liabilities owed to the Debtors listed in the Disclosure Letter, the assumption of which is beneficial to the Buyers.

61. The Purchase Price under the PSA consists of (a) 100% of the common stock of the Buyer Parent, on a fully diluted basis but subject to any issuances of common stock under a management incentive plan (the “**Stock Consideration**”); (b) the First Lien Subscription Rights; (c) the GUC Subscription Rights; (d) the New Takeback Debt, if any; (e) cash in an amount sufficient to (i) fund

all payments required by the Sellers pursuant to the Plan, and (ii) indemnify the Sellers for the Non-U.S. Sale Transaction Taxes; and (f) the assumption at the closing of the Assumed Liabilities. The Stock Consideration, the First Lien Subscription Rights, the GUC Subscription Rights and the New Takeback Debt shall be distributed as provided in the Plan.

62. The PSA provides as follows with respect to the Canadian Debtors:

- (a) Paladin is a “Canada Seller” for purposes of the PSA;
- (b) Buyer Parent has the option to have an entity designated by Buyer Parent acquire the Equity Interests of Paladin Holdings at the Closing (defined in the PSA as the “**Canada Holdco Equity Option**”). If Buyer Parent exercises the Canada Holdco Equity Option, Paladin Holdings will not be a Canada Seller for purposes of the PSA and the Transferred Equity Interests will include all Equity Interests in Paladin Holdings. However, the Foreign Representative understands that Buyer Parent does not intend to exercise the Canada Holdco Equity Option, and accordingly Paladin Holdings will be a “Canada Seller” for purposes of the PSA;
- (c) Paladin Pharma Inc. (the “**Canada Buyer**”), a Quebec corporation indirectly owned by Buyer Parent, will acquire all of the Canada Sellers’ right, title and interest in and to the Transferred Assets;
- (d) certain representations and warranties and covenants of the Canadian Debtors are subject to the Canadian Recognition Case and any orders granted in the Canadian Recognition Case; and

- (e) the consummation of the transactions contemplated by the PSA by the Canadian Debtors is conditional on, among other things:
  - (i) this Court having granted the Plan Recognition Order and such Plan Recognition Order having become a Final Order; and
  - (ii) the Competition Act Approval and the ICA Approval shall have been obtained, in each case, if required. These approvals, which relate to approvals under the *Competition Act* and the *Investment Canada Act*, are not expected to be required in relation to the Plan Transaction.

### **C. Plan Settlements**

63. As described in the Fourth Vas Affidavit, the Debtors and/or the Ad Hoc First Lien Group have reached Plan Settlements with substantially all of their key creditor groups in connection with the Mediation and the Chapter 11 Cases. Most of the Plan Settlements were initially structured as voluntary trusts to be established and funded by the Ad Hoc First Lien Group in connection with the completion of the standalone Sale transaction. However, in connection with the Debtors' decision to pursue a comprehensive restructuring by way of a plan of reorganization, these Plan Settlements have been incorporated into the Plan.

64. The various trusts and sub-trusts contemplated by the Plan are summarized in the following table, which is reproduced from the Debtors' memorandum of law filed in the Chapter 11 Cases in support of the Confirmation Order:

Classes #	Trust (or Sub-trust)	Beneficiaries <sup>4</sup>	Assets / Treatment	Incremental Distributions <sup>5</sup>
<b>General Unsecured Creditor Trust and Distribution Sub-Trusts</b>				
	GUC Trust ( <i>master trust</i> )	General unsecured creditors (other than those participating in GUC Trust sub-trusts)	<ul style="list-style-type: none"> <li>• \$60 million in cash (\$10 million designated for trust/sub-trust operating expenses)</li> <li>• Up to 4.02% of Purchaser Equity (subject to dilution on account of the Management Incentive Plan) (distributed directly by the Debtors and not through the GUC Trust)</li> <li>• Certain estate claims and insurance proceeds</li> <li>• Rights to participate in rights offering</li> </ul>	-
4(a)	Second Lien Deficiency Claims and Unsecured Notes Claims ( <i>recover from GUC Trust</i> )	Holders of second lien and unsecured notes	<ul style="list-style-type: none"> <li>• Up to \$23.3 million in cash</li> <li>• Rights to participate in GUC rights offering</li> <li>• Pro rata share of up to 4.02% Purchaser Equity (subject to dilution on account of the Management Incentive Plan)</li> <li>• 93.09% litigation proceeds</li> </ul>	4x distribution in exchange for releases
4(b)	Other General Unsecured Claims ( <i>recover from GUC Trust</i> )	Holders of general unsecured claims (other than those channeled to the GUC Trust sub-trusts)	<ul style="list-style-type: none"> <li>• Portion of \$2 million cash reserve</li> <li>• Up to 1.80% litigation proceeds</li> </ul>	4x distribution in exchange for releases
4(c)	Mesh Claims Trust ( <i>sub-trust</i> )	Personal injury claimants asserting claims resulting from the use of transvaginal surgical mesh products	<ul style="list-style-type: none"> <li>• Portion of \$2 million cash from GUC Trust</li> <li>• Portion of 1.75% of litigation proceeds from GUC Trust</li> <li>• Portion of 50% of insurance proceeds allocable to mesh liability</li> </ul>	4x distribution in exchange for releases
4(d)	Ranitidine Claims Trust ( <i>sub-trust</i> )	Personal injury claimants alleging that ranitidine medications formed a carcinogen	<ul style="list-style-type: none"> <li>• Portion of \$200,000 cash from GUC Trust</li> <li>• Portion of 20% of insurance proceeds allocable to ranitidine liability</li> </ul>	4x distribution in exchange for releases
4(e)	Generics Price Fixing Claims Trust ( <i>sub-trust</i> )	Claimants asserting claims relating to alleged price fixing of generics products	<ul style="list-style-type: none"> <li>• Portion of \$16 million cash from GUC Trust</li> </ul>	4x distribution in exchange for releases
4(f)	Reverse Payment Claims Trust ( <i>sub-trust</i> )	Claimants alleging liability for compensation for delaying entry into, or refraining from entering, market (or similar theory of liability)	<ul style="list-style-type: none"> <li>• Portion of \$6.5 million cash from GUC Trust</li> <li>• Portion of 3.36% litigation proceeds from GUC Trust</li> </ul>	4x distribution in exchange for releases
<b>Public and Tribal Opioid Trusts</b>				
6(a)	Public Opioid Trust	Certain states and territories of the United States	<ul style="list-style-type: none"> <li>• Portion of up to \$460,048,000 in cash over 10 years (<i>note</i>: such holders have informed the Debtors and Ad Hoc First Lien Group that they will exercise their right to receive a prepayment of ~\$274 million in cash on the Effective Date)</li> </ul>	N/A
6(b)	Local Government Claims	Political subdivisions of states and territories of the United States	<ul style="list-style-type: none"> <li>• Eligible to receive distributions from applicable state in accordance with such state's opioid abatement programs</li> </ul>	N/A

<sup>4</sup> In each case, subject to eligibility requirements contained in the applicable governing documents.

<sup>5</sup> Distribution amounts to claimants within certain classes will be based on whether the claimant agreed to provide releases.

Class #	Trust (or Sub-trust)	Beneficiaries <sup>4</sup>	Assets / Treatment	Incremental Distributions <sup>5</sup>
	<i>(recover through Public Opioid Trust)</i>			
6(c)	Tribal Opioid Trust	U.S. Tribes	<ul style="list-style-type: none"> <li>Portion of up to \$15 million in cash over 10 years (subject to full prepayment at 12% discount within 18 months of Effective Date)</li> </ul>	N/A
<b>Present Private Opioid Claims Trust and Sub-Trusts</b>				
	PPOC Trust <i>(master trust)</i>	Present private opioid claimants	<ul style="list-style-type: none"> <li>Up to \$119.7 million in cash payable in three installments (<i>note</i>: as a result of the exercise of the prepayment option in connection with the Public Opioid Trust, PPOC trust will receive a prepayment of \$89.7 million on the Effective Date)</li> </ul>	-
7(a)	PI Trust <i>(sub-trust)</i>	Natural persons with injury resulting from exposure to opioids, opioid replacement or treatment medication	<ul style="list-style-type: none"> <li>44.5% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
7(b)	NAS PI Trust <i>(sub-trust)</i>	Natural persons with qualified diagnosis resulting from intrauterine exposure to opioids, opioid replacement or treatment medication	<ul style="list-style-type: none"> <li>7.2% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
7(c)	Hospital Trust <i>(sub-trust)</i>	Non-federal acute care hospitals and non-federal hospitals and districts required to provide or fund inpatient acute care	<ul style="list-style-type: none"> <li>17.3% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
7(d)	TPP Trust <i>(sub-trust)</i>	Third-party payors ( <i>e.g.</i> , health insurers, employer-sponsored health plans, union health and welfare funds and any third-party administrators)	<ul style="list-style-type: none"> <li>28.8% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
7(e)	IERP Trust II <i>(sub-trust)</i>	Independent emergency room physicians	<ul style="list-style-type: none"> <li>2.2% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
<b>School District Trust</b>				
8	Opioid School District Recovery Trust	U.S. public schools	<ul style="list-style-type: none"> <li>Between \$1.5 - \$3 million over a period of three years (subject to a prepayment right)</li> </ul>	N/A
<b>Canadian Provinces Trust (or other distribution mechanism)</b>				
9	Canadian Provinces Trust (or other distribution mechanism)	Canadian Provinces and the Canadian federal government	<ul style="list-style-type: none"> <li>Applicable portion of up to \$7.25 million in cash over 10 years (subject to a prepayment right) depending on number of releases</li> </ul>	N/A
<b>Future Claims Trust</b>				
N/A	Future PI Trust	Individual future private opioid and mesh claimants	<ul style="list-style-type: none"> <li>Up to \$11.385 million for individual future private opioid claimants</li> </ul>	N/A

Class #	Trust (or Sub-trust)	Beneficiaries <sup>4</sup>	Assets / Treatment	Incremental Distributions <sup>5</sup>
		whose first injury did not manifest until after their applicable bar date and individuals diagnosed with NAS born during a specified period of time	<ul style="list-style-type: none"> <li>Up to \$495,000 for individual future mesh claimants</li> <li>Recoveries will not exceed distributions to similarly situated holders of applicable present opioid and mesh claimants</li> </ul>	
<b>Other Trusts (or other distribution mechanisms)</b>				
11	Other Opioid Claims Trust (or other distribution mechanism)	Holders of any opioid claims that do not fall into one of the other classes	<ul style="list-style-type: none"> <li>Portion of up to \$200,000 in cash</li> </ul>	4x distribution in exchange for releases
12	EFBD Claims Trust (or other distribution mechanism)	Foreign claimants (excluding Canadian claimants) who filed claims after the general bar date but before their applicable extended bar date	<ul style="list-style-type: none"> <li>Portion of up to \$200,000 in cash</li> </ul>	4x distribution in exchange for releases

65. Pursuant to the Confirmation Order, the Bankruptcy Court found that the Plan Settlements are fair, equitable, and in the best interests of the Debtors, their estates, their creditors, and all parties in interest, and satisfy the standards for approval under the Bankruptcy Code.

#### **D. Releases in the Plan**

66. Article X of the Plan contains certain releases and injunctions, including:

- (a) a release and discharge of all Claims, Interests and Causes of Action against the Debtors, the Debtors' estates and any of their assets or properties, subject to limited exceptions set out in the Plan, which precludes the assertion of any Claims or Interests against the Debtors, the Debtors' estates, the Post-Emergence Entities, their respective successors and assigns, and their respective assets and properties, in each case, based on any activity occurring prior to the Effective Date;

- (b) the “Debtor Releases”, pursuant to which the Debtors, the Debtors’ estates and the Post-Emergence Entities release and discharge each Debtor Released Party from all Released Claims; and
- (c) consensual third party releases in the form of the GUC Releases and the Non-GUC Releases, as described below.

67. As described in the Fourth Vas Affidavit, the Plan includes consensual third party releases which each creditor had the option to grant, or not to grant. The third party releases consist of:

- (a) the GUC Releases, which are releases given by the GUC Releasing Parties (being generally the GUC Trust to be established pursuant to the UCC Resolution Term Sheet, its sub-trusts, and the non-opioid unsecured creditors whose claims are channelled to such trusts); and
- (b) the Non-GUC Releases, which are releases given by the Non-GUC Releasing Parties (being generally creditors and interest holders other than the GUC Releasing Parties, including public and private opioid claimants).

68. The parties released under the GUC Releases and Non-GUC Releases include the Debtors, the Post-Emergence Entities, each Prepetition Secured Party, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the OCC, the UCC, the FCR, the Multi-State EC, the officers and directors of the Debtors (subject to certain exceptions with respect to the GUC Releases as specified in the Plan, including that a director that is offered but does not agree to continue in the same position or one or more position(s) of similar seniority post-Effective Date is not a released party for purposes of the GUC Releases), and others.

69. The GUC Releases and the Non-GUC Releases do not release the Excluded Parties set forth in the Plan, including (a) the McKinsey Parties, (b) the Arnold & Porter Parties, (c) any of the Debtors' current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids and Opioid Products (in each case of (a) to (c), excluding the Debtors' current and former officers, directors and employees and the professionals retained by the Debtors in the Chapter 11 Cases), (d) Practice Fusion Inc., (e) the Publicis Health Parties, (f) the ZS Associates Parties, and (g) solely with respect to the Specified Opioid Claimant Releasing Parties, the Additional Opioid Excluded Parties.

70. The effect of clause (g) in the definition of Excluded Parties is that the Specified Opioid Claimant Releasing Parties (being, in general, holders of Opioid Claims, including each Present Private Opioid Claimant, Canadian Province, Canadian First Nation, and Canadian Municipality) do not release any claims they may have against the Additional Opioid Excluded Parties, consisting of the Co-Defendants and any distributor, manufacturer or pharmacy engaged in the distribution, manufacturer or dispensing/sale of Opioids, Opioid Products or, as applicable, Canadian Opioid Products.

71. The Plan contains deeming provisions with respect to the granting of the third party releases depending on each creditor's assigned class under the Plan and whether a particular creditor or interest holder voted for, against, or abstained from voting on the Plan. A creditor or interest holder had the ability to opt in to or opt out of, as applicable, granting the third party releases in circumstances where the creditor voted against or abstained from voting on the Plan. The specific release deeming provisions and opt in and opt out requirements are described in the Plan and the Disclosure Statement and were summarized in detail in letters of support of the Plan

from each of the UCC and the OCC (the “**Committee Letters of Support**”), which were described in and attached to the Fourth Vas Affidavit and included in the Solicitation Packages made available to holders of Claims in the Voting Classes pursuant to the Disclosure Statement Order.

72. At a high-level, the Plan provides as follows with respect to the granting of third party releases:

- (a) creditors that voted in favour of the Plan are deemed to grant the third party releases;
- (b) creditors that voted against the Plan are deemed to not grant the third party releases, but such creditors have the option to opt in to grant the third party releases notwithstanding their vote against the Plan; and
- (c) in the case of creditors that did not vote on the Plan, (i) creditors in classes consisting primarily of corporate or governmental creditors are deemed to grant the third party releases, unless they affirmatively opt out of such releases, and (ii) creditors in classes consisting primarily of individual creditors are deemed to not grant the third party releases, unless they affirmatively opt in to such releases.

73. The Plan provides that holders of certain Trust Channelled Claims (which are claims channeled to the trusts to be formed under the Plan, including Other General Unsecured Claims, PI Opioid Claims, and Other Opioid Claims, among others) that granted the applicable third party releases are entitled to an additional payment from the applicable trust in exchange for granting the applicable releases. These entitlements to additional payments in exchange for granting the applicable third party releases were also described in detail in the Committee Letters of Support.

**E. Impact of the Plan on Canadian Stakeholders**

74. Completion of the Plan Transaction in accordance with the Plan and the PSA will result in the transfer of substantially all of the business and assets of the Canadian Debtors to the Canada Buyer. Accordingly, completion of the Plan Transaction will result in the continued operation of the Canadian Business on a going concern basis for the benefit of a broad range of Canadian stakeholders.

75. All or substantially all of the employees of the Canadian Debtors will transfer to the Canada Buyer in accordance with the PSA and the Plan. The PSA provides that the Canada Buyer will perform and discharge its obligations as successor employer of the Automatic Transfer Employees in accordance with Canadian Labor Laws. Section 5.18 of the Plan provides that the Purchaser Entities shall provide each Continuing Employee, for a period of one year following the Effective Date of the Plan or such longer period as required by law, a position, responsibilities, wage or salary, and compensation and benefits no less favourable in the aggregate than were in effect for such employee with the Debtors immediately prior to the Effective Date.

76. Canadian creditors with Allowed Claims will be entitled to obtain recoveries on their claims pursuant to and in accordance with the Plan and applicable Trust Documents governing Trust Channelled Claims, in each case subject to meeting all applicable eligibility requirements.

77. Under the PSA, the Buyers will assume and pay all Cure Claims in connection with the assumption and assignment of the Transferred Contracts. Canadian trade creditors whose contracts are not assumed and who consequently hold Allowed Other General Unsecured Claims will be entitled to receive a distribution from the GUC Trust, which is expected to receive cash consideration of US\$2 million and 1.80% of any litigation proceeds received by the GUC Trust.

All holders of Allowed Other General Unsecured Claims – whether residing in the United States, Canada or elsewhere – will receive the same treatment under the Plan.

78. Individual Canadians with Allowed PI Opioid Claims (being personal injury claims relating to exposure to the Debtors' opioid products) will have their claims channeled to the PI Trust, which will receive approximately 44.5% of the US\$119.7 million of PPOC Trust Consideration to be paid over two years (or US\$89.7 million if the PPOC Trust Consideration is prepaid entirely on the Effective Date of the Plan). Holders of Allowed PI Opioid Claims will be entitled to receive a pro rata distribution from the PI Trust in accordance with the PI Trust Distribution Procedures included in the First Plan Supplement. All holders of Allowed PI Opioid Claims – whether residing in the United States, Canada or elsewhere – will receive the same treatment under the Plan.

79. The Canadian Provinces will be entitled to receive their proportionate share of Canadian Provinces Consideration of US\$7.25 million to be paid over 10 years (or US\$4.3 million if the Canadian Provinces Consideration is paid entirely on the Effective Date of the Plan) pursuant to a resolution reached with the Canadian Provinces in the Mediation, the terms of which are set forth in the Canadian Provinces Term Sheet<sup>6</sup> attached hereto as Exhibit “K”. The effect of the Canadian Provinces Term Sheet and its incorporation into the Plan is to resolve the claims asserted by the Canadian Provinces against the Debtors in the Canadian Provinces Class Action.

80. Canadian First Nations and Canadian Municipalities with Allowed Other Opioid Claims will have their claims channeled to the Other Opioid Claims Trust, which will be funded in an

---

<sup>6</sup> The Canadian Provinces Term Sheet is the *Voluntary Canadian Governments Resolution Term Sheet* filed with the Bankruptcy Court on September 29, 2023 [Docket No. 2988].

amount determined in accordance with the Other Opioid Claims Trust Documents, subject to a maximum aggregate payment with respect to all Allowed Other Opioid Claims of US\$200,000. The Other Opioid Claims Trust Distribution Procedures included in the First Plan Supplement provide that the quantum of distributions made to holders of Allowed Other Opioid Claims will be based on, *inter alia*, the amount of distributions made to similarly situated holders of Opioid Claims under the Plan, and any rights the holder of such Other Opioid Claim may have to recoveries from other applicable Governmental Authorities. Similar to the treatment of the claims of municipalities and other local governments in the United States under Class 6(b) of the Plan, it is expected that Canadian Municipalities will not receive any cash distributions from the Other Opioid Claims Trust but will retain all of their rights to receive distributions from applicable governmental programs in relation to opioid harms and abatement.

#### IV. PLAN ADMINISTRATOR AGREEMENT

81. The Plan provides for the appointment of a plan administrator (the “**Plan Administrator**”) to perform certain duties following the implementation of the Plan, including effectuating the terms of the Plan on behalf of the Debtor entities that are not acquired by the Purchaser Entities (as defined in the Plan, the “**Remaining Debtors**”) and winding down, dissolving or liquidating the Remaining Debtors and any non-debtor affiliates.

82. The Debtors and the Ad Hoc First Lien Group have designated Patrick J. Bartels of Redan Advisors LLC as the Plan Administrator.

83. The responsibilities of the Plan Administrator are set forth in the agreement by and between the Plan Administrator, the Remaining Debtors and the Purchaser Entities setting forth the terms

of the Plan Administrator's engagement consistent with the Plan, the PSA, and the Confirmation Order (the "**Plan Administrator Agreement**") to be entered into by the Remaining Debtors, the Plan Administrator, and the Purchaser Entities in substantially the form attached as Exhibit 23 to the Second Plan Supplement, a copy of which is attached hereto as Exhibit "L".

84. The key terms of the Plan Administrator Agreement include the following:

- (a) the Plan Administrator is authorized and directed to take all corporate actions consistent with the Plan, the Confirmation Order, any other applicable Plan Document, all other applicable orders of the Bankruptcy Court, the Canadian Plan Recognition Order, and the Plan Administrator Agreement, in each case that are necessary or desirable to effectuate the terms of the Plan on behalf of the Remaining Debtors;
- (b) as of the Effective Date, the Plan Administrator will (i) be appointed as and/or act for the Remaining Debtors in the same fiduciary capacity as applicable to a board of directors and officers (subject to applicable law), (ii) succeed as the sole equity holder of each Remaining Debtor (other than Endo International plc and subject to applicable law), and (iii) have rights and powers of estate fiduciaries under various provisions of the Bankruptcy Code (as set forth in more detail in the Plan Administrator Agreement);
- (c) the Plan Administrator may control and exercise authority over the assets, if any, vested in the Remaining Debtors pursuant to the Plan and over the management and conduct of the affairs of the Remaining Debtors;

- (d) the duties and powers of the Plan Administrator include (without limitation)
  - (i) making distributions to holders of Allowed Claims; (ii) maintaining books and records for the Remaining Debtors; (iii) preparing and filing applicable tax returns and tax elections and paying applicable taxes; (iv) taking all corporate actions consistent with applicable law to use its reasonable best efforts to wind down, dissolve, bankrupt or liquidate the Remaining Debtors; (v) taking all actions necessary or appropriate to assist in obtaining all regulatory or third party approvals needed to effectuate and consummate the Plan Transaction; (vi) preparing, filing and prosecuting any necessary filings or pleadings with the Bankruptcy Court or this Court; (vii) upon the final administration and resolution of the Chapter 11 Cases, requesting that the Bankruptcy Court enter a final decree closing the Chapter 11 Cases; and (viii) performing such other acts as the Plan Administrator reasonably believes is necessary to carry out the purposes and intent of the Plan;
- (e) the funding necessary for the Plan Administrator to implement the terms of the Plan and the other Plan Documents shall be provided by the Purchaser Entities, provided that the Purchaser Entities shall have (i) a reversionary interest in any funded amounts upon completion of all of the Plan Administrator's obligations; and (ii) an interest in funds received by the Remaining Debtors from third parties; and
- (f) as of the Effective Date, an oversight committee shall be formed to oversee the Plan Administrator, the members of which shall be selected by the Ad Hoc First Lien Group and be acceptable to the Debtors. The Plan Administrator shall report to the Oversight Committee on a monthly basis with a status and progress report outlining

the material activities of the Plan Administrator and its professionals during such period.

85. The Confirmation Order, among other things: (a) approves the Plan Administrator Agreement and authorizes the Remaining Debtors to enter into the Plan Administrator Agreement on the Effective Date; and (b) authorizes the Plan Administrator to take all actions consistent with the Confirmation Order, the Plan and the other Plan Documents as may be necessary or appropriate to effectuate the wind down, dissolution or liquidation of the Remaining Debtors.

## V. CONFIRMATION HEARING

### A. Summary of Confirmation Hearing

86. The Confirmation Hearing proceeded before the Bankruptcy Court on March 19, 2024. A transcript of the Confirmation Hearing is attached hereto as Exhibit “M” (the “**Confirmation Hearing Transcript**”):

87. In support of confirmation of the Plan, the Debtors filed:

- (a) a declaration of Mark Bradley, the Chief Financial Officer of Endo Parent, a copy of which is attached hereto as Exhibit “N”;
- (b) a declaration of Mark Barberio, the Chairman of the Board of Directors of Endo Parent, a copy of which is attached hereto as Exhibit “O”;
- (c) a declaration of Mark Buschmann, a Partner at PJT Partners LP, the Debtors’ investment banker, a copy of which is attached hereto as Exhibit “P”; and

- (d) a declaration of Ray Dombrowski, a Managing Director with Alvarez & Marsal Canada North America, LLC, the Debtors' financial advisor, a copy of which is attached hereto as Exhibit "Q".

88. Attached hereto as Exhibit "R" are certain presentation materials prepared by the Debtors that were presented to the Bankruptcy Court at the Confirmation Hearing.

89. The Debtors received certain objections or reservations of rights in respect of the Confirmation Order prior to the objection deadline on February 22, 2024 at 4:00 p.m. ET. As described below, these included an objection from the Quebec Plaintiff and a reservation of rights filed by the Canadian DMPs (as defined below).

90. At the conclusion of the Confirmation Hearing, the Bankruptcy Court rendered its decision confirming the Plan and overruling all objections to the Confirmation Order, including the objection of the Quebec Plaintiff, as further detailed below.

## **B. Stakeholder Support for the Plan**

91. The Plan is broadly supported by the Debtors' key secured and unsecured creditor groups, including the OCC and the UCC which were appointed by the U.S. Trustee as independent fiduciaries to represent the interests of opioid claimants and non-opioid unsecured creditors, respectively, during the Chapter 11 Cases.

92. In addition to expressing their support for the Plan in the Committee Letters of Support, representatives of advisors to each of the UCC and OCC filed declarations in the Chapter 11 Cases in support of confirmation of the Plan and the entry of the Confirmation Order. A copy of the

*Declaration of Michael Atkinson in Support of the Statement of the Official Committee of Opioid Claimants in Support of Confirmation of the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International Plc and its Affiliated Debtors and in Response to Certain Objections Thereto* [Docket No. 3786] (the “**OCC Declaration**”) dated March 7, 2024 is attached hereto as Exhibit “S”.

93. I have reviewed the OCC Declaration made by Michael Atkinson, a principal at Province, LLC, the financial advisor to the OCC in the Chapter 11 Cases. In the OCC Declaration, Mr. Atkinson indicates that:<sup>7</sup>

- (a) the OCC sought and obtained extensive discovery to conduct its investigation concerning the existence of potential claims and causes of action, the likelihood of success of any such claims and the likely recovery associated with any such claims, and the likelihood of collecting on any judgment rendered in favor of such claims;
- (b) the OCC diligently pursued its investigations and, on January 23, 2023, prior to the Challenge Period Termination Date, jointly with the UCC filed the Joint Standing Motion attaching four challenge complaints. Three of the complaints allege claims related to the validity of the asserted liens of the First Lien Secured Parties, among other matters, and the fourth complaint asserts claims related to the prepetition compensation of the Debtors’ executives and other personnel;

---

<sup>7</sup> Capitalized terms in this paragraph, unless otherwise defined, have the meanings given to them in the OCC Declaration.

- (c) in addition to the investigation of the foregoing claims, the OCC also actively voiced its views throughout the Chapter 11 Cases to maximize the outcomes for Opioid Claimants in the Chapter 11 Cases;
- (d) following multiple rounds of arm's length and often contentious negotiations, both before and after Mediation commenced, the OCC eventually entered into an agreement in principle with the Ad Hoc First Lien Group to resolve all disputes between the parties, which was subsequently reflected in the OCC Resolution Term Sheet attached to the Resolution Stipulation;
- (e) absent the OCC Resolution, the OCC would have sought standing to pursue estate causes of action and objected to confirmation of the Plan, and numerous other matters throughout the cases, resulting in lengthy and costly litigation that could have been value-destructive for Opioid Claimants. The OCC considered the strength of its legal arguments and weighed the strength of those legal arguments and the potential recoveries for Opioid Claimants if the OCC were successful in pursuing a variety of issues and claims, against the OCC Resolution and the associated factors discussed herein. The OCC included in that analysis the risks, costs and delay associated with bringing any such litigation. The OCC concluded that the OCC Resolution was preferable; and
- (f) under the Plan, all Private Opioid Claimants are treated the same regardless of where they reside, and the OCC has advocated for all Private Opioid Claimants as a whole. Individual Canadian personal injury claimants, like the Quebec Plaintiff, have always been considered part of Class 7(A), the private opioid personal injury

class and, as such, are entitled to receive a recovery in that class under the Plan. All claimants – whether located in the United States, Canada or elsewhere – in Class 7(A) are entitled to equal treatment in that class, pursuant to the terms of the Plan.

**C. Objection of the Quebec Plaintiff**

94. The Quebec Plaintiff is the plaintiff in an uncertified class action before the Quebec Superior Court instituted against more than thirty pharmaceutical defendants on behalf of a proposed class of all persons in Quebec who have been prescribed and consumed opioids manufactured, marketed, distributed and/or sold by the defendants and who suffer or have suffered from opioid use disorder.

95. The Quebec Plaintiff previously brought a motion before this Court seeking to be appointed as a representative on behalf of all individuals who were harmed as a result of using Paladin's opioid drugs sold in Canada (the "**Canadian Personal Injury Claimants**"). The Quebec Plaintiff's motion was heard by this Court on December 4, 2023. This Court dismissed the motion pursuant to a written endorsement dated January 17, 2024, a copy of which is attached as Exhibit "T" hereto. In the endorsement, the Court determined that:

- (a) the interests of the Canadian Personal Injury Claimants are represented in the CCAA proceedings and in the Chapter 11 Cases;
- (b) it is not necessary or appropriate to appoint the Quebec Plaintiff to represent the Canadian Personal Injury Claimants in the CCAA proceedings and, as necessary, the Chapter 11 proceedings; and

- (c) the fees of counsel to the Quebec Plaintiff should not be paid by the Canadian Debtors.

96. The Quebec Plaintiff filed an objection to the confirmation of the Plan on February 22, 2024, a copy of which is attached as Exhibit “U” hereto (the “**Quebec Plaintiff Objection**”). The Quebec Plaintiff Objection stated that the Quebec Plaintiff objected to confirmation of the Plan on the basis that the Plan (a) has not been proposed in good faith; and (b) is predicated on a claims process that ignores the procedural and substantive rights of Quebec class action claimants who have been harmed by Paladin’s opioid products. The Quebec Plaintiff Objection also took the position that the noticing process employed by the Debtors in the Chapter 11 Cases violates Quebec’s *Charter of the French Language*, and that certain plaintiff-friendly aspects of the Quebec legal regime justify the classification of the claims of personal injury claimants from Quebec in a different class from all other PI Opioid Claims.

97. The Bankruptcy Court heard submissions from counsel to the Quebec Plaintiff at the Confirmation Hearing, as reported at pages 162-188 of the Confirmation Hearing Transcript. In the course of the Quebec Plaintiff’s oral argument, Judge Garrity made the following comments to counsel to the Quebec Plaintiff with respect to issues that counsel raised regarding the Debtors’ restructuring process:

“I only say this because the suggestion that you’re making to me, the suggestion that you’re making that there should have been a lot more money for the benefit of Quebec claimants or Canadian claimants or U.S. claimants, opioid victims, whatever type of claim, whatever nationality, I have a hard time with that. I tell you, the reason I have a hard time with it is because I’ve been through this case. I’ve read the declarations. I’ve read the pleadings, I read all the complaints that didn’t get filed in the end because that standing

motion, they were able to resolve it. I know they were able to resolve it because I ordered them to go to mediation.

...

Now, it's not to say that being disappointed with the potential return here, that you don't have a right to do that. My only concern is that as you're making this argument, you seem to be turning a blind eye to what the facts were when this case started, the amount of time that people have put in to try to get to a point where they were able to get a return.

...

I'm concerned a little bit that you're just not acknowledging what is clearly in the facts of this record. And that is that this settlement was hard fought, was long in coming, was negotiated by very, very good lawyers with the help of an extraordinary mediator. And this is where we got to. And I understand the law is different. I understand that you're not happy with the return. I understand that there are a lot of people in Quebec who are suffering from this opioid problem. And I understand that right now, nineteen people filed claims. I understand all of that... What I don't understand is why that means I shouldn't confirm this Plan."

98. At the conclusion of the Confirmation Hearing, the Bankruptcy Court overruled the Quebec Plaintiff Objection and made a series of findings and determinations in respect of the issues raised by the Quebec Plaintiff, as reported at pages 232-242 of the Confirmation Hearing Transcript.

99. With respect to the Quebec Plaintiff's assertion that the Plan was not proposed in good faith because the Debtors devised and effected a pre-filing scheme for the purpose of driving down recoveries to opioid claimants in a bankruptcy, Judge Garrity determined:

- (a) "[The Debtors] negotiated potential resolutions with numerous key stakeholders, including public opioid claimants, and paid hundreds of millions of dollars in opioid-related settlements as they worked to achieve a comprehensive out-of-court resolution that would keep their business out of bankruptcy. The Quebec Plaintiff does not cite any evidentiary support suggesting otherwise. Moreover, the record is clear that the consensual Plan is the product of extensive arm's-length negotiations, including through mediation, among the Debtors, and their creditors, and their state

and local regulators. The Plan comprehensively resolves the Debtors' liabilities while positioning the Debtors' business for future success. The interests of all personal injury opioid creditors, including the Quebec Plaintiff, were adequately represented during the mediation and the Plan negotiations."

- (b) "The Court finds no merit to the Quebec Plaintiff's contention that the Plan has been proposed in bad faith. The Court overrules that objection."

100. With respect to the Quebec Plaintiff's assertion that the Debtors acted in contravention of Quebec's *Charter of the French Language* and failed to provide fair and equitable notice to the Quebec Plaintiff, Judge Garrity determined:

- (a) "it's plain that the Quebec Plaintiff received adequate notice of the Chapter 11 Cases and that, by his own admission, and unambiguous findings of the Canadian Court, counsel to the Quebec Plaintiff received timely notice of the case, the bar date, the combined hearing on the Plan and final approval of the disclosure statement, and indeed, received adequate notice – sufficient notice that put him in a position to be objecting to the matters that are before the Court today."
- (b) "The Court views the Quebec Plaintiff's challenge to the notice as a collateral attack on the Court-approved supplemental noticing plan. There's no merit to that. The Court finds that the notice was adequate as it relates to the Quebec Plaintiff and overrules that objection."

101. With respect to the Quebec Plaintiff's assertion that the rejection of the class proof of claim filed by the Quebec Plaintiff in the Chapter 11 Cases is unfair and inequitable, Judge Garrity determined:

- (a) "It's undisputed that the bar date specifically limited the filing of class proofs of claim for certain parties solely for administrative purposes, and that no claimants in section 7(A) [of the Plan] are included on that list. It's also undisputed that, to date, the plaintiff has not sought leave to file a claim. The Court agrees with the Debtors that, through its opposition, the Quebec Plaintiff effectively seeks to collaterally attack the Bar Date Order. There are no grounds for the challenge to the Bar Date Order, and in any event, the challenge does not support the objection to Plan confirmation."
- (b) "Finally, and in any event, Bankruptcy Rule 7023 governs the filing of class proofs of claim in bankruptcy cases. Bankruptcy Rule 7023 incorporates Federal Rule of

Civil Procedure 23, which may permit class claims that meet certain prerequisites of a proof of claim. The Quebec Plaintiff has not demonstrated that he satisfies any of the factors...Accordingly, the Court rejects the contention that it is unfair and inequitable, and in violation of the fair and equitable standards, to reject a proof of claim filed on a class basis.”

102. With respect to the Quebec Plaintiff’s assertion that the Plan is not fair and equitable because it fails to provide a separate classification for personal injury opioid claimants from Quebec, Judge Garrity determined:

- (a) “Counsel acknowledged that the Debtor was within its discretion to classify 7(A) [of the Plan] personal injury claimants, both from – the Debtor was authorized to classify them, notwithstanding the fact that some of them were from Quebec, some of them were from other parts of Canada and the United States – and in parts of the United States. The Court finds no merit to the objection to the classification and overrules it.”

103. With respect to the representation of the interests of Quebec personal injury claimants in the Chapter 11 Cases, Judge Garrity determined:

- (a) “The [Quebec Plaintiff] also contends that the OCC did not adequately represent the interests of the personal injury claimants in Quebec. The Court finds no merit to that contention. The Court overrules that objection based upon the evidence set forth in the Atkinson declaration [i.e. the OCC Declaration], and on the record of this case, as to the efforts that were made by the OCC on behalf of all creditors, of all of the personal injury opioid creditors whose interests they are representing. The Court finds no merit to the objections that were filed by the Quebec Plaintiff and overrules those objections.”

#### **D. The Canadian DMP Reservation of Rights and the Bar Order**

104. In connection with the Confirmation Hearing, a *Joint Reservation of Rights of Certain Canadian Distributors, Manufacturers and Pharmacies to the Debtors’ Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* dated February 22, 2024 [Docket No. 3723] (the “**Canadian DMP Reservation of Rights**”) was filed

by the DMPs listed on Exhibit A thereto (the “**Canadian DMPs**”), a copy of which is attached hereto as Exhibit “V”. According to the Canadian DMP Reservation of Rights, the filing was made in an effort to ensure that the DMP Defensive Rights (as defined in the DMP Stipulation) are preserved in connection with these CCAA recognition proceedings. The Canadian DMP Reservation of Rights states that the Canadian DMPs do not oppose confirmation of the Plan, subject to the Canadian DMPs reserving all rights to make any submission or argument to this Court, including in respect of the DMP Defensive Rights, in support of this Court imposing terms and conditions in any order recognizing the Confirmation Order.

105. The Canadian DMPs are part of the broader group of DMPs formed during the Chapter 11 Cases. The DMPs are a group of wholesale distributors, manufacturers and retail pharmacies that are vital to the Debtors’ business operations. Given their role in the supply chain, many of the DMPs are co-defendants with the Debtors and other industry defendants in opioid-related litigation.

106. Certain of the DMPs are defendants in the Canadian Provinces Class Action commenced by HMKBC, as proposed class plaintiff on behalf of all Canadian Provinces, in the Supreme Court of British Columbia in 2018 against manufacturers and distributors of opioid products. More recently, HMKBC, as proposed class plaintiff, also commenced the Canadian Provinces McKinsey Action against certain consultants in respect of consulting activities relating to opioid products.

107. In August 2023, the Debtors, the DMPs and the Ad Hoc First Lien Group reached agreement on the DMP Stipulation, which resolved the DMPs’ objection to the Bidding Procedures Order and the Sale Motion. The DMP Stipulation was approved by the Bankruptcy Court pursuant to the DMP Stipulation Order entered August 3, 2023, a copy of which is attached hereto as Exhibit

“W”. Capitalized terms used and not defined in this Section V.D have the meanings given to them in the DMP Stipulation.

108. The DMP Stipulation contains a release between the DMPs, on the one hand, and the Debtors, on the other hand, from any and all Claims and Causes of Action related to (a) the Debtors, as such entities existed both prior to and after the Petition Date (including the Debtors’ Opioid-Related Activities and involvement in the subject matter of the Pending Opioid Actions), (b) the Debtors’ Chapter 11 estates; and (c) the Chapter 11 Cases, subject to the exceptions set forth in the DMP Stipulation.

109. The DMP Stipulation sets out the agreement between the Debtors, the Ad Hoc First Lien Group and the DMPs with respect to DMP Defensive Rights,<sup>8</sup> including that:

- (a) nothing in any plan of reorganization or any order in connection therewith (i) will release, bar, enjoin, impair, alter, modify, amend, limit, prohibit, restrict, reduce, improve or enhance any of the DMP Defensive Rights as such rights exist or might in the future exist under applicable non-bankruptcy law; (ii) shall preclude, operate to impair, or have the effect of impairing any of the DMPs from asserting in any proceeding any and all DMP Defensive Rights that they have or may have under applicable law; (iii) shall be deemed to waive any of the DMP Defensive Rights;

---

<sup>8</sup> “DMP Defensive Rights” is defined by the DMP Stipulation to mean “any and all direct, or indirect, rights, remedies, protections, immunities, objections, defenses, assertions, claims, Causes of Action, and, in each case, of any kind, character, or nature, whether legal, equitable, or contractual, contingent or noncontingent, liquidated or unliquidated, disputed or undisputed, including, without limitation, all rights, remedies, defenses, assertions, and claims against liability, rights to setoff, offset, recoupment, counterclaims, cross-claims, rights to allocation or apportionment of fault and judgment reduction, apportionment of damages, any other defenses, affirmative defenses, or judgment reduction mechanisms or rights similar to the foregoing, and any steps necessary to assert the foregoing, in each case, solely to reduce the liability, judgment, obligation or fault to any other Person that asserts any Claim or Cause of Action based in whole or in part on Opioid-Related Activities.”

or (iv) may be used as evidence of any determination regarding any of the DMP Defensive Rights; and

- (b) DMP Defensive Rights (i) may be used to offset, set-off, recoup, allocate or apportion fault, liability, or damages, or seek judgment reduction or otherwise to defend against any Cause of Action or Claim brought by any Person against any DMP based in whole or in part on Opioid-Related Activities; and (ii) shall in no case be used to seek any affirmative monetary recovery from any Protected Party or any asset of any Protected Party<sup>9</sup> on account of any Claim or Cause of Action released pursuant to the DMP Stipulation.

110. To address the issues raised in the Canadian DMP Reservation of Rights, the proposed Plan Recognition Order includes a “bar order” (the “**Bar Order**”) that prohibits any party to the Canadian Provinces Class Action or the Canadian Provinces McKinsey Action from claiming against or recovering from any Non-Settling Defendant (as defined in the proposed Plan Recognition Order) that portion of any damages or monetary recovery that corresponds to the liability of the Debtors or their respective predecessors, affiliates, directors, representatives, advisors and other related parties (as defined in the proposed Plan Recognition Order, the “**Releasees**”).

111. I understand from Robert J. Chadwick at Goodmans LLP, counsel to the Canadian Debtors, that the Bar Order is intended to prohibit the Non-Settling Defendants from being held jointly and

---

<sup>9</sup> “Protected Party”, as defined in the DMP Stipulation, includes the Debtors, the Purchaser(s), and each of their respective current and former officers and directors, managers, principals, members, partners, employees, agents, advisors, and attorneys.

severally liable for the proportion of liability, if any, ultimately attributable to the Debtors and the other Releasees in connection with the claims asserted in the Canadian Provinces Class Action or the Canadian Provinces McKinsey Action. Accordingly, the Bar Order principally addresses an inter-creditor issue relating to the rights of the Canadian Provinces and the Canadian DMPs, certain of whom are Non-Settling Defendants. The Bar Order does not release and discharge claims against the Debtors, which are comprehensively addressed in the Plan.

112. I understand from Robert J. Chadwick of Goodmans LLP that the terms of the Bar Order and its inclusion in the proposed Plan Recognition Order are acceptable to the Canadian Provinces solely in the particular context of the Endo Group and its Chapter 11 Cases and on the basis that the inclusion of the Bar Order in the Plan Recognition Order does not alter the rights or position of the Canadian Provinces with respect to the appropriateness of a similar bar order in any other pending or future proceeding. I understand that the Foreign Representative and the Canadian Provinces will be requesting that the Court's endorsement contain wording reflecting this understanding.

113. I understand from Robert J. Chadwick of Goodmans LLP that the Canadian Provinces are prepared to consent to the Bar Order in the particular circumstances of this case, including that the Canadian Provinces reached a global resolution with the Debtors in the Chapter 11 Cases that resolved all claims against the Endo Group on a comprehensive and holistic basis and that the Plan will provide a direct monetary recovery to the Canadian Provinces from the Debtors' estates, which monetary recovery is not available to the DMPs. I understand that the Canadian Provinces would not have consented to the Bar Order in the absence of these factors and the other unique circumstances of the Endo Group's restructuring and Chapter 11 Cases.

114. The Foreign Representative believes that the resolution of the Canadian DMP Reservation of Rights on a consensual basis through the inclusion of the Bar Order in the proposed Plan Recognition Order is appropriate in the specific circumstances of the Endo Group's restructuring and Chapter 11 Cases. The resolution of this matter on a consensual basis ensures that an inter-creditor issue does not delay or impede recognition of the Confirmation Order or the Plan and is therefore in the best interests on the Canadian Debtors and their stakeholders.

## **VI. THE CONFIRMATION ORDER**

115. The Confirmation Order includes the following findings of fact and conclusions of law with respect to the Plan:

- (a) the Disclosure Statement contains adequate information (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein;
- (b) the Solicitation Materials were transmitted and served in good faith and in compliance with the Bankruptcy Code; such transmittal and service were timely, adequate and sufficient based upon the circumstances of the Chapter 11 Cases; all parties in interest had the opportunity to appear and be heard at the Confirmation Hearing; and no other or further notice is necessary or shall be required;
- (c) each of the Voting Classes voted to accept the Plan;

- (d) the Plan is the result of extensive, good faith, arm's length negotiations among the Debtors, Ad Hoc First Lien Group, U.S. Government, U.S. Trustee, Multi-State EC, OCC, UCC, FCR, Ad Hoc Cross-Holder Group, Canadian Provinces, and other parties in interest;
  - (e) the classification scheme set forth in the Plan is proper under section 1122(a) of the Bankruptcy Code. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within each Class. The classification of Claims and Interests under the Plan is fair, reasonable, and appropriate and was not done for any improper purpose; and
  - (f) the Plan Settlements are fair, equitable, and in the best interests of the Debtors, their Estates, their creditors, and all parties in interest, and satisfy the standards for approval under section 1123(b)(3)(a) of the Bankruptcy Code.
116. The Confirmation Order orders, among other things, that:
- (a) the Disclosure Statement is approved in all respects on a final basis;
  - (b) the Plan, together with the other Plan Documents, is confirmed under section 1129 of the Bankruptcy Code;
  - (c) all actions contemplated by the Plan and the PSA are authorized and approved in all respects;
  - (d) the terms of the Plan Settlements set forth in section 5.20 and Article VI of the Plan are approved pursuant to section 1123 of the Bankruptcy Code as fair and

reasonable and in the best interests of the Debtors, their Estates, their creditors, and all other parties in interest;

- (e) the entry of the Confirmation Order constitutes the Bankruptcy Court's approval of the applicable terms of the UCC Resolution and the OCC Resolution, all transactions contemplated therein and thereby, and all the terms and conditions thereof, as incorporated in the Plan and the Plan Supplement documents;
- (f) the Releases, discharges, injunctions, exculpations, and related provisions set forth in Article X of the Plan are approved and authorized in all respects and shall be immediately effective on the Effective Date without further notice to any party or order or action from the Bankruptcy Court or any other party;
- (g) the Plan Administrator may take all actions consistent with the Confirmation Order, the Plan, and the other Plan Documents as may be necessary or appropriate to effect any transaction contemplated by or necessary to effectuate the wind-down, dissolution or liquidation of the Remaining Debtors;
- (h) the Plan Transaction, the PSA, the ancillary documents related thereto, all of the terms and conditions thereof, and all of the transactions contemplated thereby are authorized and approved;
- (i) the Plan Transaction shall be implemented in accordance with the Plan and the PSA;

- (j) except as expressly provided for in the PSA, the Buyers shall not assume or have any liability or other obligation of the Debtors arising under or related to any of the PSA Assets and shall not be liable for any Encumbrances (as defined in the PSA) against any Debtor, any of the Debtors' affiliates, predecessors, successors or assigns, or any of the PSA Assets;
- (k) the provisions of the Canadian Provinces Term Sheet, as incorporated in the Plan, constitute a reasonable, good faith, and integrated compromise and resolution of all claims and controversies between the Debtors, the Purchaser Entities, and the Canadian Provinces. The treatment of Canadian Provinces Claims and the terms set forth in the Canadian Provinces Term Sheet may be implemented through means other than the establishment of a trust with the consent of the Canadian Provinces, including by placing the Canadian Provinces Consideration in escrow to be governed by an escrow agreement containing the applicable terms of the resolution reached with the Canadian Provinces as set forth in the Canadian Provinces Term Sheet and section 6.18 of the Plan; and
- (l) the DMP Stipulation is incorporated into the Confirmation Order by reference as though fully set forth therein and, in accordance with section 1.7 of the Plan, the terms of the DMP Stipulation control over any contrary provisions in the Plan or the Confirmation Order.

117. The Confirmation Order approves the Releases, discharges, injunctions, exculpations, and related provisions set forth in Article X of the Plan and includes the following findings of fact and conclusions of law with respect to the Releases:

- (a) the Releases contained in Article X of the Plan are an essential component of the Plan and appropriate based on the facts and circumstances of the Chapter 11 Cases. The third party releases contained in sections 10.3 and 10.4 of the Plan are consensual. All parties to be bound by such releases have been given due and adequate notice of such releases, and sufficient opportunity and instruction, based on the facts and circumstances of the Chapter 11 Cases, to elect to (i) opt in to such releases if they rejected the Plan, (ii) opt in or opt out of such releases, as applicable, if they abstained from voting on the Plan, or (iii) opt out of such releases if they were deemed to reject the Plan; and
- (b) the Releases contained in Article X of the Plan are: (i) in exchange for good and valuable consideration; (ii) a good faith settlement and compromise of the Claims and Causes of Action released pursuant to the Releases; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable, and reasonable; and (v) given and made after due notice and opportunity for hearing.

118. The Confirmation Order also approves the PSA and the Plan Transaction and includes the following findings of fact and conclusions of law with respect to the PSA and the Plan Transaction:

- (a) in accordance with the Bidding Procedures Order, the Debtors' marketing process afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer, and allowed the Debtors to consider actionable proposals, if any, from third parties for a transaction (or transactions) that would provide consideration to the Estates in an amount that exceed the Purchase Price

(as defined in the PSA) plus the value of any other consideration provided by the Buyers to the Debtors pursuant to the PSA and the Plan;

- (b) no other person or entity, or group of persons or entities, has offered to purchase the PSA Assets for greater overall value to the Debtors' Estates than the Buyers;
- (c) the Debtors' determination that the PSA constitutes the highest or otherwise best offer constitutes a valid and sound exercise of the Debtors' business judgment; and
- (d) approval and consummation of the PSA and Plan Transaction is in the best interests of the Debtors, their Estates, their creditors and other parties in interest. The consideration provided by the Buyers pursuant to the PSA (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the PSA Assets, and (iii) constitutes fair consideration.

## **VII. IMPLEMENTATION AND NEXT STEPS**

119. Subject to the satisfaction of the conditions precedent contained in the Plan, including the granting of the Plan Recognition Order as it relates to the Canadian Debtors, the Debtors intend to implement the Plan as soon as possible. The Debtors currently expect to implement the Plan as early as April 23, 2024.

120. Upon implementation of the Plan, the Canadian Debtors will become Remaining Debtors for purposes of the Plan. The Plan Administrator will oversee the various wind down activities in respect of the Canadian Debtors, including the transfer of certain regulatory authorizations to the

Canada Buyer and the completion of financial and tax reporting obligations. It is currently expected that these wind down activities will continue into the first or second quarter of 2025.

121. Upon completion of the Remaining Debtors' wind down activities, it is expected that the Plan Administrator or the Foreign Representative will bring a motion before this Court seeking the termination of these recognition proceedings and will make or cause to be made assignments in bankruptcy on behalf of the Canadian Debtors under the *Bankruptcy and Insolvency Act* (Canada).

## VIII. CONCLUSION

122. I believe that the relief sought by the Foreign Representative pursuant to the proposed Plan Recognition Order is appropriate in the circumstances and in the best interests of the Canadian Debtors and their stakeholders.

123. The Plan, which is the product of extensive and successful efforts by the Debtors to achieve resolutions with their stakeholders in the Chapter 11 Cases, received overwhelming support among the Debtors' creditors and has been approved by the Bankruptcy Court pursuant to the Confirmation Order. If implemented, the Plan and the related Plan Transaction will enable the Endo Group to complete a comprehensive restructuring, provide recoveries to secured and unsecured creditors, and continue going concern business operations for the benefit of a broad range of stakeholders, including Canadian stakeholders.

SWORN BEFORE ME by videoconference on this 5<sup>th</sup> day of April, 2024. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Pincourt in the Province of Quebec and I was located in the City of Toronto in the Province of Ontario.



---

Commissioner for Taking Affidavits  
(or as may be)

Name: Erik Axell  
LSO #: 853450



Digitally signed by Daniel  
Vas - Executive Director  
Finance  
Date: 2024.04.05 13:04:24  
-04'00'

---

Daniel Vas

**THIS IS EXHIBIT "A"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

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

*In re*

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

**Chapter 11**

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

**(Jointly Administered)**

**Re: Docket Nos. 3554, 3849**

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER (I) CONFIRMING THE FOURTH  
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
OF ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS AND  
(II) APPROVING THE DISCLOSURE STATEMENT WITH RESPECT THERETO**

WHEREAS Endo International plc and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), having, among other things:

- (a) filed, on January 9, 2024, the solicitation version of their joint chapter 11 plan of reorganization [Docket No. 3535] (as amended from time to time and including all exhibits thereto, the “Plan”), and on January 16, 2024, the disclosure statement with respect thereto [Docket No. 3554] (including all exhibits thereto, the “Disclosure Statement”);<sup>2</sup>
- (b) caused Kroll Restructuring Administration LLC, the Debtors’ Solicitation Agent (“Kroll”), to (i) serve notice of the solicitation version of the Plan on the Master Service List on January 9, 2024, as evidenced by the Affidavit of Service of Victor Wong filed on January 24, 2024 [Docket No. 3575]; (ii) serve notice of the Disclosure Statement on the Master Service List and the Sale Objectors Service List on January 16, 2024, as evidenced by the Affidavit of Service of James Roy filed on January 24, 2024 [Docket No. 3578]; and (iii) commence solicitation on

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, the Disclosure Statement Order (as defined herein), or the PSA (as defined in the Plan), as applicable.

January 25, 2024 or as soon as reasonably practicable thereafter by serving (x) solicitation packages to holders of Claims entitled to vote on the Plan and (y) the *Notice of Joint Hearing for (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Joint Chapter 11 Plan* (the “Combined Hearing Notice”) on all parties in interest, as evidenced by the Affidavits of Service of Alex Orchowski filed on March 7, 2024 [Docket Nos. 3782 and 3783] (the “Solicitation Affidavits”);

- (c) filed, on February 15, 2024, February 29, 2024, and March 7, 2024, the Plan Supplement (as each constituent document may be amended, supplemented, or otherwise modified from time to time) [Docket Nos. 3687, 3756, and 3802];
- (d) caused Kroll to serve notice of the Plan Supplement as set forth in the Affidavit of Service of Alex Orchowski filed on March 6, 2024 [Docket No. 3780], the Affidavit of Service of James Roy filed on March 18, 2024 [Docket No. 3866], and the Affidavit of Service of Nicholas Vass filed on March 18, 2024 [Docket No. 3867] (together with the Solicitation Affidavits, the “Affidavits”);
- (e) caused Kroll to serve the Assumption Notice and Rejection Notice on contract counterparties on January 26, 2024 and February 16, 2024, respectively, as evidenced by and except as may otherwise be set forth in the Affidavit of Service of Moheen Ahmad filed on February 23, 2024 [Docket No. 3742];
- (f) caused Kroll to serve the Solicitation Directive on November 21, 2023, as evidenced by the Affidavit of Service of Alex Orchowski filed on March 6, 2024 [Docket No. 3781], on the parties set forth on Exhibit A thereto;
- (g) caused Kroll to publish the Combined Hearing Notice on (1) January 22, 2024, in (i) the national edition of *The New York Times* and (ii) *The Wall Street Journal*; (2) January 23, 2024, in the United Kingdom and international editions of the *Financial Times*; and (3) January 25, 2024, in (i) the international edition of *The New York Times* and (ii) *The Times*, *The Irish Times*, *Irish Independent*, and the national Canadian version of *The Globe and Mail*, as evidenced by the Certificate of Publication of Alex Orchowski filed on February 2, 2024 [Docket No. 3603] (the “Publication Certification”);
- (h) filed, on February 19, 2024, *Debtors’ Motion For an Order (I) Approving the Rights Offerings and Rights Offering Materials to Be Entered Into in Connection with the Debtors’ Chapter 11 Plan, (II) Authorizing (A) The Related Backstop Commitment Agreements and (B) Payment of Related Fees and Expenses, and (III) Granting Related Relief* [Docket No. 3694];
- (i) filed, on March 7, 2024, the *Debtors’ Memorandum of Law (I) In Support of (A) Approval of Disclosure Statement on a Final Basis and (B) Confirmation of [Third] Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors and (II) Omnibus Reply to Objections Thereto* [Docket No. 3787] (the “Confirmation Brief”);
- (j) filed, on March 7, 2024, the *Declaration of Alex Orchowski of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Second Amended Joint Chapter 11 Plan of Reorganization of Endo*

*International plc and Its Affiliated Debtors* [Docket No. 3799], which is replaced and superseded by the *Supplemental Declaration of Alex Orchowski of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Docket No. 3859], filed on March 18, 2024 (the “Voting Report”); and

- (k) filed, on March 7, 2024, the following declarations in support of Confirmation: (i) Declaration of Mark G. Barberio, Chairman of the Board of Directors of the Debtors [Docket No. 3790] (the “Barberio Declaration”); (ii) Declaration of Mark Bradley, Chief Financial Officer of the Debtors [Docket No. 3795] (the “Bradley Declaration”); (iii) Declaration of Mark Buschmann, Partner of PJT Partners LP [Docket No. 3793] (the “PJT Declaration”); and (iv) Declaration of Ray Dombrowski, Managing Director with Alvarez & Marsal North America, LLC [Docket No. 3791] (the “A&M Declaration” and, together with the Barberio Declaration, Bradley Declaration, and PJT Declaration, the “Debtor Confirmation Declarations”).

This Bankruptcy Court having:

- (l) entered the *Order (I) Scheduling a Combined Hearing for Approval of the Disclosure Statement and Confirmation of the Plan; (II) Conditionally Approving the Adequacy of the Disclosure Statement; (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes, and (D) Procedures for Objections; and (IV) Granting Related Relief* [Docket No. 3549] (the “Disclosure Statement Order”);
- (m) reviewed the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Brief, the Debtor Confirmation Declarations, the Voting Report, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including, without limitation, the (i) Statement of Ad Hoc First Lien Group [Docket No. 3789], (ii) Reply and Declaration of the Creditors’ Committee [Docket Nos. 3796 and 3792], (iii) Statement and Declaration of the Opioid Claimants’ Committee [Docket Nos. 3785 and 3786], (iv) Declaration of the Future Claimants’ Representative [Docket No. 3794] (the “FCR Declaration”), and (v) Statement of the Multi-State Endo Executive Committee [Docket No. 3798];
- (n) held the Confirmation Hearing on March 19, 2024;
- (o) heard the statements and arguments made by counsel in respect of Confirmation; and
- (p) considered all testimony, documents, filings, and other evidence admitted at Confirmation.

**NOW, THEREFORE**, it appearing to the Bankruptcy Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to approval of the Disclosure Statement and Confirmation has been adequate and appropriate as to all entities affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing establish just cause for the relief granted herein; and upon the record of the Confirmation Hearing and the representations made thereat; and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court hereby **FINDS, DETERMINES, AND CONCLUDES** as follows:

**Findings of Fact and Conclusions of Law Related to  
Confirmation of the Plan and Approval of the Disclosure Statement**

A. **Jurisdiction, Core Proceeding, Venue.** The Bankruptcy Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Bankruptcy Court has the power to enter a final order under the U.S. Constitution determining that the Plan and the Plan Documents comply with the applicable provisions of the Bankruptcy Code and applicable law and should be confirmed and approved. Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. § 1408.

B. **Eligibility for Relief.** The Debtors were and continue to be qualified to be debtors in chapter 11 cases under sections 109(a) and (d) of the Bankruptcy Code.

C. **Findings and Conclusions.** All findings of fact and conclusions of law set forth herein or announced by the Bankruptcy Court at the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent

any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

D. **Judicial Notice.** The Bankruptcy Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the clerk of the Bankruptcy Court of the Southern District of New York and/or its duly appointed agent, including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered or adduced at, the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

E. **Compliance with Section 1129 of the Bankruptcy Code.** The Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code by a preponderance of evidence.

F. **Adequacy of Disclosure Statement.** The Disclosure Statement contains adequate information (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein.

G. **Solicitation and Voting.** On January 12, 2024, the Bankruptcy Court entered the Disclosure Statement Order, which, among other things: (a) approved the Solicitation and Voting Procedures, and the form, content, and method of distribution of each of the Solicitation Packages, the Ballots, and various notices, (b) established certain deadlines, including the Voting Deadline and the Plan and Disclosure Statement Objection Deadline, (c) approved the Assumption and Assignment Procedures, and (d) scheduled the Confirmation Hearing. The Disclosure Statement Order further approved the procedures for establishing Claim amounts for voting purposes and the

temporary allowance and disallowance of Claims for vote tabulation purposes, the establishment of the Voting Record Date, and the procedures for soliciting and tabulating votes.

H. **Notice and Transmittal of Solicitation Materials; Adequacy of Solicitation Notices.** The Plan, the Disclosure Statement, the Disclosure Statement Order, the Ballots, the Combined Hearing Notice, the Plan Documents, the Assumption Notice, the Rejection Notice, and the other materials distributed by the Debtors in connection with Confirmation of the Plan (collectively, the “Solicitation Materials”) were transmitted and served in good faith and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”), and any other applicable rules, laws, and regulations, as evidenced by the Affidavits, the Publication Certification, and the Voting Report. Such transmittal and service were due, timely, adequate, and sufficient based upon the circumstances of the Chapter 11 Cases, all parties in interest had the opportunity to appear and be heard at the Confirmation Hearing, and no other or further notice is necessary or shall be required.

I. **Good-Faith Solicitation.** All Persons who solicited votes on the Plan solicited such votes in good faith, in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Disclosure Statement Order, and all other applicable rules, laws and regulations, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code. All procedures used to distribute Ballots to the applicable holders of Claims and to tabulate the Ballots were fair and reasonable and conducted in good faith and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Disclosure Statement Order, and all other applicable rules, laws and regulations.

J. **Voting Report.** As evidenced by the Voting Report, each of the Voting Classes voted to accept the Plan. As evidenced by the Solicitation Affidavits and the Voting Report, votes to accept the Plan were solicited and tabulated fairly, in good faith, and in a manner consistent with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and all other applicable rules, laws and regulations.

K. **Good-Faith Proposal of the Plan.** The Plan has been proposed in good faith and not by any means forbidden by law. In so finding, the Bankruptcy Court has considered the totality of the circumstances of the Chapter 11 Cases. The Plan is the result of extensive, good faith, arm's length negotiations among the Debtors, Ad Hoc First Lien Group, U.S. Government, U.S. Trustee, Endo EC, Opioid Claimants' Committee, Creditors' Committee, FCR, Ad Hoc Cross-Holder Group, Canadian Provinces, Public School District Creditors, and other parties in interest.

L. **Classification.** The classification scheme set forth in the Plan is proper under section 1122(a) of the Bankruptcy Code. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within each Class. The classification of Claims and Interests under the Plan is fair, reasonable, and appropriate and was not done for any improper purpose. Valid business, legal, and factual reasons exist for separately classifying the various Classes of Claims and Interests under the Plan.

M. **Fair and Equitable.** The Plan is "fair and equitable" with respect to any Classes that are Impaired and are deemed to reject the Plan, as the Plan does not provide a recovery on account of any Claim or Interest that is junior to such rejecting Classes and no Class senior to any rejecting Class is receiving more than a 100% recovery on account of their Claims.

N. **Unfair Discrimination.** The Plan does not unfairly discriminate against the rejecting Classes because none of the holders of Claims and Interests in such Classes are unfairly

discriminated against or receiving dissimilar treatment from any other similarly situated holders of Claims and Interests in other Classes and are not entitled to receive any recovery under a strict application of the absolute priority rule. Accordingly, as required by section 1129(b) of the Bankruptcy Code, the Plan does not discriminate unfairly.

O. **Equal Treatment.** The Plan provides for the same treatment of each Claim or Interest in each respective Class except to the extent that a holder of a particular Claim or Interest has agreed to accept less favorable treatment. Holders in Classes 4(A), 4(B), 4(C), 4(D), 4(E), 4(F), 7(A), 7(B), 7(C), 7(D), 7(E), 11, and 12 had or will have an opportunity to grant the GUC Releases or Non-GUC Releases, as applicable, to be entitled to receive additional payments from the applicable Trust under the Plan. Those holders who have affirmatively granted or are deemed to have granted the applicable Releases will be entitled to receive an additional payment from the applicable Trusts on account of granting such Releases. The opportunity to grant the GUC Releases or Non-GUC Releases was available to all members of the affected Classes and, as set forth below, holders received due and adequate notice of such Releases, as well as of the incremental trust distributions to which they would be entitled in exchange for granting the applicable Releases, and sufficient opportunity and instruction to elect to opt in or opt out, as applicable. The structure of the Releases contained in the Plan is based upon conversations among the parties in interest and the fact that the U.S. Trustee has advised the parties that it would not object to the Plan, and such structure is based on the particular facts and circumstances of the Chapter 11 Cases.

P. **Good Faith Participation.** Based upon the record before the Bankruptcy Court, the Debtors and the Exculpated Parties have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the provisions of the Bankruptcy

Code, the Bankruptcy Rules, and the Local Bankruptcy Rules in connection with all their respective activities relating to the Chapter 11 Cases, including the negotiation and pursuit of Confirmation, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and by the exculpatory and injunctive provisions set forth in Article X of the Plan.

Q. **Releases.** The Releases contained in Article X of the Plan are an essential component of the Plan and appropriate based on the facts and circumstances of the Chapter 11 Cases. The third party releases contained in Sections 10.3 and 10.4 of the Plan are consensual. All parties to be bound by such releases have been given due and adequate notice of such releases, and sufficient opportunity and instruction, based on the facts and circumstances of the Chapter 11 Cases, to elect to (i) opt in to such releases if they rejected the Plan, (ii) opt in to or opt out of such releases, as applicable, if they abstained from voting on the Plan or (iii) opt out of such releases if they were deemed to reject the Plan. Good and valid justification has been demonstrated in support of the Releases, including, without limitation, (x) that the U.S. Trustee has advised the parties he would not to object to such Releases and (y) the particular facts and circumstances of the Chapter 11 Cases. Accordingly, the Releases contained in Article X of the Plan are: (a) in exchange for good and valuable consideration; (b) a good faith settlement and compromise of the Claims and Causes of Action released pursuant to the Releases; (c) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (d) fair, equitable, and reasonable; and (e) given and made after due notice and opportunity for hearing.

R. **Discharge.** The Debtors and their Estates are entitled to a discharge of all Claims, Interests, and Causes of Action to the fullest extent permitted by section 1141(d) of the Bankruptcy Code. The discharge provisions set forth in Section 10.7 of the Plan are essential to the Plan and are necessary to preserve and enforce the discharges provided under the Plan, as well as the

Releases and the exculpation provisions set forth in Sections 10.2, 10.3, 10.4, and 10.6 of the Plan. The discharge provisions are appropriately tailored to achieve those purposes.

S. **Injunctions.** The Plan Injunction, Channeling Injunction, and Specified Debtor Insurer Injunction set forth in Sections 10.8, 10.9, and 10.10 of the Plan, respectively: (a) are within the jurisdiction of this Bankruptcy Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (b) are an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (c) are necessary to preserve and enforce the Releases, the exculpation provisions set forth in Section 10.6 of the Plan, and the compromises and settlements implemented under the Plan; (d) confer material benefits on, and are in the best interests of, the Debtors, their Estates, and their creditors and all parties in interest; (e) are important to the overall objectives of the Plan; and (f) are consistent with sections 105, 1123, and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code, and other applicable law. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the Plan Injunction, Channeling Injunction, and Specified Debtor Insurer Injunction contained in the Plan.

T. **Plan Settlements and Trusts.** The Plan Settlements, including but not limited to the UCC Resolution, the OCC Resolution, the FCR Resolution, the U.S. Government Resolution, and the resolutions reached with the Canadian Provinces, the Public School District Creditors, as well as with the holders of State Opioid Claims and Tribal Opioid Claims, were negotiated in good faith and at arm's length and are essential elements of the Plan, as are any Trusts contemplated by the Plan Settlements or by any other provision of the Plan. Each of the compromises and settlements embodied in the Plan Settlements are integrated in nature and each falls above the lowest point in the range of reasonableness. The Plan Settlements are fair, equitable, and in the best interests of the Debtors, their Estates, their creditors, and all parties in interest, and satisfy the

standards for approval under section 1123(b)(3)(a) of the Bankruptcy Code and Bankruptcy Rule 9019. Furthermore:

(a) The provisions set forth in the Resolution Stipulation, including the UCC Resolution and the OCC Resolution, as incorporated in the Plan and the Plan Supplement documents, constitute a good faith and integrated compromise and resolution of all claims and controversies between the Committees, the Debtors, and the Ad Hoc First Lien Group relating to the Committees' objections (the "Committees' Objections") to the proposed Sale (as defined in the Bidding Procedures Order), including those objections previewed in the *Objection of the Official Committee of Unsecured Creditors to the Debtors' Bidding Procedures and Sale Motion* [Docket No. 1144] and the *Objection of the Official Committee of Opioid Claimants to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 1145], as well as the claims and controversies relating to the *Motion of the Official Committee of Unsecured Creditors and the Official Committee of Opioid Claimants for (I) Entry of an Order Granting Leave, Standing, and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors and (II) Settlement Authority in Respect of Such Claims* [Docket No. 1243] (the "Standing Motion"), and the claims and controversies relating to any potential standing motions which are subject to standstill pursuant to the Resolution Stipulation, the resolution of each of which was integral to resolving the Committees' Objections and, ultimately, obtaining the Committees support for confirmation of the Plan, which embodies the applicable terms of the UCC Resolution, the OCC Resolution and the Resolution Stipulation. Each of the UCC Resolution, the OCC Resolution and the Resolution Stipulation has been negotiated in good faith and at arm's length, and is deemed to

have been made in good faith and for legitimate business purposes. The entry of this Confirmation Order constitutes the Bankruptcy Court's finding that the applicable terms of the UCC Resolution, the OCC Resolution and the Resolution Stipulation incorporated in the Plan and the Plan Supplement documents are (i) fair, equitable, and reasonable in the aggregate, (ii) in the best interests of holders of Distribution Sub-Trust Claims and PPOCs, and in the best interests of the Debtors and their Estates, (iii) on account of value provided to the Estates, including through resolution of the Committees' Objections, and through the resolution of the Standing Motion and motions that have not been filed, and (iv) given and made with adequate and appropriate notice.

(b) The GUC Trust Documents and, upon their effectiveness pursuant to the Distribution Sub-Trust Documents Approval Process set forth in Section 5.20(b)(vi) of the Plan, the Distribution Sub-Trust Documents, and the mechanisms, criteria and procedures set forth therein for operating the GUC Trust and the Distribution Sub-Trusts and resolving Distribution Sub-Trust Claims, are fair and reasonable with respect to holders of Distribution Sub-Trust Claims in light of the benefits to be provided to the GUC Trust (and the corresponding benefits to holders of Second Lien Deficiency Claims, Unsecured Notes Claims, Other General Unsecured Claims, Mesh Claims, Ranitidine Claims, Generic Price Fixing Claims, and Reverse Payment Claims). All documents and agreements necessary to implement the applicable terms of the UCC Resolution, including the GUC Trust Documents (including the UCC Resolution Term Sheet, the GUC Trust Agreement, the GUC Trust Cooperation Agreement, the Generics Price Fixing Claims Trust Agreement, the Mesh Claims Trust Agreement, the UCC Allocation, and all schedules, exhibits, supplements, and any other attachments thereto) and, upon their effectiveness pursuant to the Distribution Sub-Trust Documents Approval Process set forth in Section 5.20(b)(vi) of the Plan, the Distribution Sub-Trust Documents (including the Generics Price Fixing Claims Trust

Agreement, the Generics Price Fixing Claims Trust Distribution Procedures, the Mesh Claims Trust Agreement, the Mesh Claims Trust Distribution Procedures, the Ranitidine Claims Trust Agreement, the Ranitidine Claims Trust Distribution Procedures, the Reverse Payment Claims Trust Agreement, and the Reverse Payment Claims Trust Distribution Procedures, and all claim forms, schedules, exhibits, supplements, and any other attachments thereto), and any supplemental documentation contemplated thereby, are essential elements of the UCC Resolution and the Plan, and have been negotiated in good faith, at arm's length, and without collusion or fraud, and entry into and consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtors, their Estates and holders of Distribution Sub-Trust Claims, and shall, upon completion of documentation and execution thereof, be valid, binding, and enforceable and not be in conflict with any federal, state, foreign, or local law. The Covenant Not to Collect is a contractual obligation, and does not constitute a release of any claims against the Excluded D&O Parties. The Covenant Not to Collect further does not contravene public policy, was negotiated at arm's length and in good faith, and is not collusive. The provisions of the GUC Trust Documents, the Distribution Sub-Trust Documents (upon their effectiveness pursuant to the Distribution Sub-Trust Documents Approval Process set forth in Section 5.20(b)(vi) of the Plan), and the UCC Allocation are premised on the consideration provided under the applicable terms of the UCC Resolution and the Plan, were negotiated in good faith and at arm's length, and are fair and reasonable. Notice of the foregoing has been adequate and appropriate.

(c) The FCR Resolution, as incorporated in the Plan and the Plan Supplement documents, constitutes a good faith and integrated compromise and resolution of all claims and controversies among the FCR, the Debtors, and the Ad Hoc First Lien Group relating to the FCR's objections (the "FCR's Objections") to the proposed Sale (as defined in the Bidding Procedures

Order), including those objections previewed in the *Objection of Future Claimants' Representative to Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 1131], as well as the claims and controversies relating to *The Future Claimants' Representative's Motion to Preserve Standing to Seek to Intervene* [Docket No. 1242] (the "FCR Intervention Motion"), and the claims and controversies relating thereto, the resolution of each of which was integral to resolving the FCR's Objections and, ultimately, obtaining the FCR's support for confirmation of the Plan, which embodies the applicable terms of the FCR Resolution. The FCR Resolution has been negotiated in good faith and at arm's length and is deemed to have been made in good faith and for legitimate business purposes. The entry of this Confirmation Order constitutes the Bankruptcy Court's finding that the applicable terms of the FCR Resolution, incorporated in the Plan and the Plan Supplement documents are (i) fair, equitable, and reasonable in the aggregate, (ii) in the best interests of Future PI Claimants, and in the best interests of the Debtors and their Estates, (iii) on account of value provided to the Estates, including through resolution of the FCR's Objections, and through the resolution of the FCR Intervention Motion and motions that have not been filed, and (iv) given and made with adequate and appropriate notice.

U. The PPOC Trust Documents and the PPOC Sub-Trust Documents, and the mechanisms, criteria and procedures therein for operating the PPOC Trust and the PPOC Sub-Trusts and resolving Present Private Opioid Claims, are fair and reasonable with respect to PPOCs in light of the benefits to be provided to the PPOC Trust (and the corresponding benefits to PPOCs holding IERP II Claims, Hospital Opioid Claims, NAS PI Claims, PI Opioid Claims and TPP Claims). All documents and agreements necessary to implement the applicable terms of the

OCC Resolution, including, but not limited to, the PPOC Trust Documents (including the PPOC Trust Agreement, the PPOC Trust Distribution Procedures and all schedules, exhibits, supplements, and any other attachments thereto) and the PPOC Sub-Trust Documents (including the Hospital Trust Agreement, the Hospital Trust Distribution Procedures, the IERP Trust II Agreement, the IERP Trust II Distribution Procedures, the NAS PI Trust Agreement, the NAS PI Trust Distribution Procedures, the PI Trust Agreement, the PI Trust Distribution Procedures, the TPP Trust Agreement, the TPP Trust Agreement Glossary, and the TPP Trust Distribution Procedures, and all claim forms, schedules, exhibits, supplements, and any other attachments thereto), and any supplemental documentation contemplated thereby, are essential elements of the OCC Resolution and the Plan, and have been negotiated in good faith, at arm's length, and without collusion or fraud, and entry into and consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtors, their Estates and PPOCs, and shall, upon completion of documentation and execution, be valid, binding, and enforceable and not be in conflict with any federal, state, foreign, or local law. The provisions of the PPOC Trust Documents (including the provision therein setting forth the Distribution of PPOC Trust Claim Shares and any resulting proceeds) and the PPOC Sub-Trust Documents are premised on the consideration provided under the applicable terms of the OCC Resolution and the Plan, were negotiated in good faith and at arm's length, and are fair and reasonable. Notice of the foregoing has been adequate and appropriate.

V. **VOI Agreements.** The agreements reached in the Voluntary Opioid Operating Injunction and the VOI Side Letter (including all appendices), each as set forth in the Plan Supplement (together with the Voluntary Opioid Operating Injunction, the "VOI Agreements") were negotiated in good faith and at arm's length and are essential elements of the Plan. The terms

establishing the Public Disclosure Document Repository and governing the funding, publishing, and preservation of the Public Disclosure Document Repository were essential elements to the parties reaching the VOI Agreements and the settlement of State Opioid Claims. The compromises and settlements embodied in the VOI Agreements fall above the lowest point in the range of reasonableness and are fair, equitable, and in the best interest of the Debtors, the Estates, their creditors, all parties in interest, and the public, and satisfy the standards for approval under section 1123(b)(3)(a) of the Bankruptcy Code and Bankruptcy Rule 9019.

W. **Plan Supplement.** The Plan Supplement complies and is consistent with the Bankruptcy Code and the terms of the Plan, and the filing and notice of the Plan Supplement, including all modifications or supplements thereto, were good and proper and in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the facts and circumstances of these Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan.

X. **Amendments and Modifications to the Solicitation Version of the Plan.** Pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all amendments and modifications to the solicitation version of the Plan since the commencement of solicitation do not (a) materially and adversely affect or change the treatment of any Claims or Interests; (b) require additional disclosure under section 1125 of the Bankruptcy Code; (c) require the re-solicitation of votes under section 1126 of the Bankruptcy Code; or (d) require that the holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the solicitation version of the Plan.

Y. The Plan amendments and modifications are consistent with the Bankruptcy Code. The notice of the Plan modifications as reflected in the Affidavits of Service of Alex Orchowski and Nicholas Vass [Docket Nos. 3780 and 3867, respectively] and on the record at the Confirmation Hearing constitutes due and sufficient notice of any and all Plan modifications. The Plan as modified shall constitute the Plan submitted for Confirmation.

Z. **Plan Documents.** The terms of the Plan Documents, including, without limitation, the Plan and all amendments and modifications thereto, are incorporated by reference, are approved in all respects, and constitute an integral part of this Confirmation Order. The rights of the Debtors, along with the rights of the parties listed in Section 12.1 of the Plan, as applicable, to alter, amend, update or modify any of the Plan Documents before the Effective Date subject to and in accordance with Section 12.1 of the Plan, are reserved. The Exit Financing Documents remain subject to ongoing negotiation and, notwithstanding anything to the contrary in the Plan, final forms thereof shall be filed prior to the Effective Date.

AA. **Issuance of Purchaser Equity.** The issuance of the Purchaser Equity is an essential element of the Plan, and is in the best interests of the Debtors, their Estates, and their creditors. Purchaser Parent is authorized, without further approval of this Bankruptcy Court or any other party, to issue the Purchaser Equity in accordance with the Plan, including in connection with the Rights Offerings and the Backstop Commitment Agreements, and to execute and deliver all agreements, documents, instruments, and certificates relating thereto.

BB. The issuance by Purchaser Parent of the Purchaser Equity pursuant to the Plan and pursuant to the First Lien Rights Offering, and the issuance of the First Lien Subscription Rights under the Plan, are exempt from the registration requirements of the Securities Act and similar state statutes pursuant to section 1145 of the Bankruptcy Code.

CC. The obligations to issue the Purchaser Equity as the First Lien Backstop Commitment Premium pursuant to the First Lien Backstop Agreement, and as the GUC Backstop Commitment Premium pursuant to the GUC Backstop Commitment Agreement, shall be treated as Administrative Expense Claims that are satisfied by the issuance of the Purchaser Equity in accordance with this paragraph.

DD. The issuance by Purchaser Parent of the Purchaser Equity under the Plan pursuant to the GUC Rights Offering, the Backstop Commitment Agreements, and in respect of the Management Incentive Plan, and the issuance of the GUC Subscription Rights under the Plan, are exempt from the registration requirements of the Securities Act and similar state statutes pursuant to section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D or Regulation S promulgated thereunder and similar exemptions under applicable State or local law.

EE. The issuance by Purchaser Parent of the Purchaser Equity under the Plan pursuant to the Backstop Commitment Agreements (other than the Backstop Premiums, as set forth herein) are exempt from the registration requirements of the Securities Act and similar state statutes pursuant to section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D or Regulation S promulgated thereunder and similar exemptions under applicable State or local law.

FF. **Rights Offerings.** The Rights Offerings are essential elements of the Plan and are in the best interests of the Debtors, their Estates, and their creditors. The Rights Offering Documents were, and shall be deemed to be, negotiated at arm's length and in good faith, without the intent to hinder, delay, or defraud any creditor of the Debtors. The Debtors have exercised reasonable business judgment in determining to execute the Rights Offering Documents, and have provided sufficient and adequate notice of the material terms of the Rights Offering Documents to all parties in interest in these Chapter 11 Cases. The execution, delivery, and performance by the

Debtors and/or the Post-Emergence Entities, as applicable, of any of the Rights Offering Documents and compliance by the Debtors and/or the Post-Emergence Entities, as applicable, with the terms thereof is authorized by, and will not conflict with, the terms of the Plan or this Confirmation Order.

GG. **Backstop Commitment Agreements.** The Backstop Commitment Agreements are essential elements of the Plan and in the best interest of the Debtors, their Estates, and their creditors. The Backstop Commitment Agreements were, and shall be deemed to be, negotiated at arm's length and in good faith, without the intent to hinder, delay, or defraud any creditor of the Debtors. The Debtors have exercised reasonable business judgment in determining to execute the Backstop Commitment Agreements, and have provided sufficient and adequate notice of the material terms of the Backstop Commitment Agreements to all parties in interest in these Chapter 11 Cases. The execution, delivery, and performance by the Debtors and/or the Post-Emergence Entities, as applicable, of any of the Backstop Commitment Agreements and compliance by the Debtors and/or the Post-Emergence Entities, as applicable, with the terms thereof is authorized by, and will not conflict with, the terms of the Plan or this Confirmation Order.

HH. **Backstop Premiums.** The provisions for the payment of the First Lien Backstop Commitment Premium and the GUC Backstop Commitment Premium are essential elements of the Plan and are in the best interests of the Debtors, their Estates, and their creditors, and are integral part of the transactions contemplated by the Backstop Commitment Agreements, and without these provisions the Backstop Commitment Parties would not have entered into the Backstop Commitment Agreements. The First Lien Backstop Commitment Premium and the GUC Backstop Commitment Premium shall be treated as Administrative Expense Claims and the

issuance by Purchaser Parent of the Purchaser Equity under the Plan pursuant to the Backstop Commitment Agreements as the First Lien Backstop Commitment Premium and the GUC Backstop Commitment Premium shall be exempt from the registration requirements of the Securities Act and similar state statutes pursuant to section 1145 of the Bankruptcy Code.

II. **Exit Financing Approval Process.** Prior to the Effective Date, the Debtors and/or Purchaser Entities shall file with the Bankruptcy Court (i) a term sheet setting forth the material terms of the Exit Financing Documents (the “Exit Financing Term Sheet”) and (ii) a declaration in support of the findings set forth in this Confirmation Order regarding the Exit Financing. The Debtors shall submit a proposed order incorporating by reference and confirming the effectiveness of the findings of fact and orders set forth in this Confirmation Order (the “Exit Financing Order,” and, together with the Exit Financing Term Sheet and related declaration, the “Exit Financing Term Sheet Documents”). Upon filing, the Debtors shall cause Kroll to serve the Exit Financing Term Sheet Documents on the Master Service List. If no objections are filed to the Exit Financing Term Sheet within three (3) business days of the Exit Financing Term Sheet Documents being filed, the Court may enter the Exit Financing Order without need for further notice or hearing. If any objection is filed to the Exit Financing Term Sheet, the applicable party in interest may request a hearing in front of the Bankruptcy Court to resolve any such objection. The process described in this paragraph shall be referred to as the “Exit Financing Approval Process.”

JJ. **Exit Financing.** Subject in all respects to the Exit Financing Approval Process, (i) the Exit Financing is an essential element of the Plan and entry into the Exit Financing Documents by the Debtors, the Purchaser Entities, and/or the Post-Emergence Entities, as applicable, is in the best interests of the Debtors, their Estates, and their creditors; (ii) the Exit Financing is necessary and appropriate for confirmation and consummation of the Plan and the

operations of the Post-Emergence Entities and are key to the feasibility of the Plan; and (iii) the Debtors have exercised sound business judgment with respect to the Exit Financing and Exit Financing Documents have provided adequate notice thereof upon the completion of the Exit Financing Approval Process. For the avoidance of doubt, the Exit Financing Documents remain subject to ongoing negotiation as part of a market syndication and placement process.

KK. **GUC Trust Insurance Rights.** The transfer of the GUC Trust Insurance Rights in accordance with the Plan is authorized and enforceable under the Bankruptcy Code notwithstanding any state law or contractual provision; insurers party to the GUC Trust Insurance Policies had sufficient notice of the Plan and the Chapter 11 Cases; and the Allowed amount of any GUC Trust Channeled Claim is legally enforceable against the GUC Trust or the applicable Distribution Sub-Trust; *provided, that*, for the avoidance of doubt, (i) the amount of any installment payments, initial payments, or payments based on payment percentages established under the GUC Trust Documents, as determined or as actually paid by the GUC Trust or the applicable Distribution Sub-Trust, are not the equivalent of the Allowed amount of any GUC Trust Channeled Claim, and (ii) nothing herein determines whether or not any insurer is obligated to pay the amount determined under the Plan Supplement for a GUC Trust Channeled Claim or Opioid Claim.

LL. **Conditions to Confirmation.** Each of the conditions to Confirmation set forth in Section 11.1 of the Plan has been satisfied or waived in accordance with the terms of the Plan.

MM. **Waiver of 14-Day Stay.** Sufficient cause has been shown to waive any stay to the immediate effectiveness of this Confirmation Order.

NN. **Retention of Jurisdiction.** Except as otherwise provided in any of the Plan Documents, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases and all

matters arising out of, or related to, the Chapter 11 Cases and the Plan, including, but not limited to, the matters set forth in Article XIII of the Plan.

**Findings of Fact and Conclusions of Law Relating to the PSA and Plan Transaction**<sup>3</sup>

OO. **Good Faith; No Collusion.** The PSA was proposed and negotiated by the Debtors and the Ad Hoc First Lien Group without collusion, in good faith, and from arm's length bargaining positions. No member of the Ad Hoc First Lien Group is an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Debtors and the Ad Hoc First Lien Group. The Ad Hoc First Lien Group recognized that the Debtors were free to deal with any other party interested in acquiring the Transferred Assets and Transferred Equity Interests contemplated to be transferred pursuant to the PSA (together, the "PSA Assets"). In accordance with the Bidding Procedures Order, the Debtors' marketing process afforded a full, fair, and reasonable opportunity for any Person or Entity to make a higher or otherwise better offer, and allowed the Debtors to consider actionable proposals, if any, from third parties for a transaction (or transactions) that would provide consideration to the Estates in an amount that exceeded the Purchase Price plus the value of any other consideration provided by the Buyers to the Debtors pursuant to the PSA and the Plan. No other Person or Entity or group of Persons or Entities has offered to purchase the PSA Assets for greater overall value to the Debtors' Estates than the Buyers. The Purchase Price was not controlled by any agreement among potential bidders and neither the Debtors nor the Ad Hoc First Lien Group, nor any members of the Ad Hoc First Lien Group have engaged in collusion or fraud with respect to the PSA Assets. The Ad Hoc First Lien

---

<sup>3</sup> Capitalized terms used in this section but not otherwise defined herein shall have the meanings ascribed to them in the PSA.

Group has not acted in a collusive manner with any Person or Entity in these Chapter 11 Cases. The Debtors' determination that the PSA constitutes the highest or otherwise best offer constitutes a valid and sound exercise of the Debtors' business judgment. Neither the Debtors nor the Ad Hoc First Lien Group engaged in any conduct that would cause or permit the PSA, any documents related thereto, or the consummation of the Plan Transaction to be avoided, or costs or damages to be imposed, under any law of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable jurisdiction (including any foreign jurisdiction) with laws substantially similar to the foregoing.

PP. **Best Interests.** Approval and consummation of the PSA and Plan Transaction is in the best interests of the Debtors, their Estates, their creditors, and other parties in interest. The consideration provided by the Buyers pursuant to the PSA (a) is fair and reasonable, (b) is the highest or otherwise best offer for the PSA Assets, and (c) constitutes reasonably equivalent value (as those terms are defined in each of the Uniform Voidable Transfer Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, the District of Columbia, or any other applicable jurisdiction (including any foreign jurisdiction) with laws substantially similar to the foregoing.

QQ. **Authority.** The Debtors have: (a) full power and authority to execute and assume the PSA and all other documents contemplated thereby and (b) all of the power and authority necessary to consummate the transactions contemplated by the PSA subject to the terms of this Confirmation Order. No consents or approvals, other than those already obtained or expressly provided for in the PSA or this Confirmation Order, are required for the Debtors to consummate the Restructuring Transactions, including the Plan Transaction. This Confirmation Order shall

constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan, the Plan Documents, and any of the transactions they contemplate and any other acts that may be necessary or appropriate for the implementation or consummation thereof.

RR. **Title to PSA Assets.** The PSA Assets sought to be transferred and/or assigned, as applicable, by the Debtors to the Buyers pursuant to the PSA are property of the Debtors' Estates and good title thereto is presently vested in the Debtors' Estates within the meaning of section 541(a) of the Bankruptcy Code. Except as provided in the PSA, the Debtors are the sole and rightful owners of the PSA Assets with all rights, title, and interests to the PSA Assets, and no other Person has any ownership right, title, or interest therein other than any security interests therein which secure the Debtors' obligations to the Prepetition Secured Parties.

SS. **Necessity of Order.** The Buyers have agreed to the Plan Transaction in material reliance on and with fair consideration provided for the Plan Transaction being free and clear of all Claims and Interests relating to the Debtors arising prior to the closing of the Plan Transaction, except as expressly provided under the PSA, including any successor or vicarious liabilities of any kind or nature, as set forth herein and in the PSA, and would not agree to the PSA or the Plan Transaction without all of the relief provided for herein. The consummation of the Plan Transaction pursuant to this Confirmation Order and the PSA is necessary for the Debtors to maximize the value of their Estates for the benefit of all creditors and other parties in interest.

TT. **Free and Clear.** The Debtors may sell the PSA Assets free and clear of all Liens, Claims, rights, liabilities, mortgages, deeds of trust, pledges, charges, security interests, of whatever kind or nature, rights of first refusal, rights of offset or recoupment, royalties, conditional sales or title retention agreements, hypothecations, preferences, debts, easements, suits, licenses,

options, rights of recovery, judgments, orders and decrees of any court or foreign or domestic Governmental Authority, taxes (including foreign, state and local taxes), covenants, restrictions, indentures, instruments, leases, options, offsets, recoupments, claims for reimbursement or subrogation, contribution, indemnity or exoneration, encumbrances and other interests of any kind or nature whatsoever other than as expressly provided under the PSA, the Plan, or this Confirmation Order because of the effect of section 1141(c) of the Bankruptcy Code. All holders of such Claims, Liens, encumbrances, or other interests against the Debtors, their Estates, or any of the assets subject to the Plan Transaction are bound by this Confirmation Order and the Plan pursuant to section 1141(a) of the Bankruptcy Code. All holders of such Claims, Liens, encumbrances, or other interests are adequately protected in accordance with the Plan.

UU. **Cure/Adequate Assurance.** All the requirements of sections 1123(b)(2), 365(b), and 365(f) of the Bankruptcy Code have been satisfied for the assumption or assumption and assignment of Executory Contracts and Unexpired Leases as set forth in Article VII of the Plan. The Purchaser Entities have provided adequate assurance of future performance within the meaning of sections 365(b)(1)(A) and 1123(b)(2) of the Bankruptcy Code with respect to any Executory Contracts and Unexpired Leases contemplated to be assumed or assumed and assigned. Unless otherwise agreed to by the parties, the Cure Amounts set forth in the applicable Cure Notices are deemed the amounts necessary to “cure” within the meaning of section 365(b)(1)(A) of the Bankruptcy Code all “defaults” within the meaning of section 365(b) of the Bankruptcy Code under such Executory Contracts and Unexpired Leases. The Debtors served all counterparties to the Executory Contracts and Unexpired Leases with the Cure Notices, and the Cure Objection Deadline has passed. The procedures for the determination and resolution of

Assumption and Assignment Disputes as set forth in Section 7.3 of the Plan comply with all applicable provisions of the Bankruptcy Code.

VV. **Rejections of Executory Contracts and Unexpired Leases.** Each rejection of an Executory Contract or Unexpired Lease pursuant to Article VII of the Plan shall be legal, valid, and binding upon the applicable Debtor and all non-Debtor parties to such Executory Contract or Unexpired Lease, all to the same extent as if such rejection had been effectuated pursuant to an appropriate authorizing order of the Bankruptcy Court entered prior to the Confirmation Date under section 365 of the Bankruptcy Code.

WW. **Assumption and Assignment of Transferred Contracts.** It is a valid exercise of the Debtors' reasonable and sound business judgment to assume or assume and assign, as applicable, the Transferred Contracts to the Purchaser Entities in connection with the consummation of the Plan Transaction, and the assumption or assumption and assignment, as applicable, of the Transferred Contracts is in the best interests of the Debtors, their Estates, and their creditors. The assumption or assumption and assignment of the Transferred Contracts being assigned to the Purchaser Entities or their designees (i) is an integral part of the PSA Assets being purchased by the Buyers, (ii) allows the Debtors to sell the PSA Assets to the Buyers as a going concern, (iii) limits the losses suffered by counterparties to the Transferred Contracts, and (iv) maximizes the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' Estates by avoiding the rejection of the Transferred Contracts.

XX. **Transfer of GUC Trust Litigation Consideration.** The GUC Trust Litigation Claims are permitted to be transferred and assigned, and, upon the Effective Date, are being transferred and assigned to the GUC Trust, which has a preexisting interest in the claims by virtue of, inter alia, its beneficiaries' status as creditors of the Debtors. The transfer of the GUC Trust

Litigation Claims to, and the subsequent prosecution thereof by, the GUC Trust (a) reflects and furthers the genuine commercial interest of the Debtors, their Estates, and holders of Eligible Unsecured Claims in the Litigation Trust Claims, (b) is being utilized as part of the Estates for the benefit of holders of Class 4 Claims, and (c) is in the best interests of the Debtors and their Estates.

YY. **Valid and Binding Contract.** The PSA and related agreements are valid and binding contracts between the Debtors and the Buyers and shall be enforceable pursuant to their terms. The PSA and related agreements were not entered into for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors under the Bankruptcy Code or under laws of the United States, any state, territory, or possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing. None of the Debtors or the Buyers are, or will be, entering into the PSA or related agreements or consummating the transactions contemplated therein fraudulently (including with respect to statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing) or for an otherwise improper purpose. The PSA and the Plan Transaction itself, and the consummation thereof, shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, and any chapter 7 or chapter 11 trustee appointed in these Chapter 11 Cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person or Entity.

ZZ. **Modifications.** Following execution, the PSA and related agreements, documents or other instruments executed in connection therewith, may be modified, amended or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of the Bankruptcy Court; *provided*, that any such modification,

amendment or supplement does not materially change the economic substance of the Plan Transaction.

AAA. **Implementation and Binding Effect.** All documents and agreements necessary or appropriate to implement the Plan, including the Plan Documents and all other relevant and necessary documents, have been negotiated in good faith and at arm's length, are in the best interests of the Debtors, their Estates, and their creditors and shall, upon completion of documentation and execution (subject to the terms of the Plan, as applicable), be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, provincial, foreign, or local law. The Debtors have exercised reasonable business judgment in determining which agreements to enter into, or have the Purchaser Entities and/or the Post-Emergence Entities, as applicable, enter into, and have provided sufficient and adequate notice of such documents and agreements. The terms and conditions of such documents and agreements (in each case, subject to the terms of the Plan, as applicable) have been and are continuing to be negotiated in good faith, at arm's length, are fair and reasonable, and are approved. The Debtors, the Purchaser Entities, and the Post-Emergence Entities, as applicable, are authorized, without any further notice to or action, order, or approval of this Court, to (a) finalize and execute and deliver all agreements, documents, instruments, and certificates relating thereto and perform their obligations thereunder in accordance with the Plan, (b) incur the indebtedness and other obligations and provide the guarantees, in each case, contemplated by the Exit Financing Documents and the Rights Offering Documents, including the Backstop Commitment Agreements, and (c) grant the liens securing the obligations incurred under the Exit Financing Documents.

**BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW,  
IT IS HEREBY ORDERED THAT:**

**Final Approval of the Disclosure Statement**

1. **Disclosure Statement Approved on a Final Basis.** The Disclosure Statement is approved in all respects on a final basis.

**Confirmation of the Plan**

2. **Confirmation.** The Plan filed on the docket of the Chapter 11 Cases at Docket No. 3849, together with the other Plan Documents (as may be amended in accordance with the terms thereof or the terms of the Plan), hereby is confirmed under section 1129 of the Bankruptcy Code. The terms of the Plan and the Plan Documents are incorporated by reference into, and are an integral part of, this Confirmation Order, and the Debtors and the Released Parties, as applicable, are authorized to implement their provisions and consummate the Plan and the Plan Documents, including taking all actions necessary, advisable, or appropriate to finalize the Plan Documents and to effectuate the Plan, the Plan Settlements, and the Restructuring Transactions, including the Plan Transaction, the Rights Offerings, including the Backstop Commitment Agreements, and the Exit Financing, without any further authorization except as may be expressly required by the Plan or this Confirmation Order. Notwithstanding Confirmation of the Plan, the rights of the Debtors, along with the rights of the parties listed in Section 12.1 of the Plan, as applicable, to alter, amend, update or modify any of the Plan Documents before the Effective Date subject to and in accordance with Section 12.1 of the Plan, are reserved. As set forth in the Plan, once finalized and executed, the Plan Documents and all other documents contemplated by the Plan shall constitute legal, valid, binding and authorized rights and obligations of the respective parties thereto, enforceable in accordance with their terms.

3. **Objections Overruled.** All parties have had a fair opportunity to litigate all claims that are raised by, or could have been raised by, the objections, and the objections have been fully and fairly litigated. Based upon the record of the Confirmation Hearing and the Chapter 11 Cases, any objections, responses, statements, reservation of rights, and comments in opposition to Confirmation or final approval of the Disclosure Statement that have not been consensually resolved, withdrawn with prejudice in their entirety, waived, or settled, are overruled on the merits with prejudice pursuant to this Confirmation Order.<sup>4</sup> The record of the Confirmation Hearing is hereby closed.

4. **Omission of Reference to Particular Plan Provisions.** The failure to specifically refer to any provision of the Plan or any Plan Document in this Confirmation Order will not diminish the effectiveness of such Plan provision or Plan Document nor constitute a waiver thereof, it being the intent of this Bankruptcy Court that the Plan is confirmed in its entirety and the Plan Documents are approved in their entirety and incorporated herein by this reference.

5. **Deemed Acceptance of Plan as Amended or Modified.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all holders of Claims who voted to accept the Plan (as solicited) or who are conclusively presumed to have accepted the Plan (as solicited) are hereby deemed to accept, as amended or modified, the Plan. No holder of a Claim shall be permitted to change its vote as a consequence of amendments or modifications to the Plan or Plan Supplement; *provided* that any such amendment or modification is consistent with the Plan and adheres to the consent rights of the applicable parties under the Plan. All amendments or

---

<sup>4</sup> For the avoidance of doubt, the *Joint Reservation of Rights of Certain Canadian Distributors, Manufacturers and Pharmacies to the Debtors' Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Docket No. 3723] has been consensually resolved.

modifications to the Plan or Plan Supplement made after the Voting Deadline are hereby approved pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

6. **Plan Implementation.** All actions contemplated by the Plan and the PSA are hereby authorized and approved in all respects. The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of any Debtor, Post-Emergence Entity, Trust, Trustee, or Plan Administrator or any director, officer, or manager of any of the foregoing, to take any and all actions necessary or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan, the PSA, this Confirmation Order, or the other Plan Documents. Pursuant to this Confirmation Order and other applicable law, on or prior to the Effective Date, the Debtors, the Post-Emergence Entities, the Plan Administrator, the Trusts, and the Trustees, as applicable, are authorized and empowered to take any and all such actions as may be determined are necessary or appropriate to implement, effectuate, and consummate the Restructuring Transactions, including the Plan Transaction, and any and all documents and transactions described in, approved by, contemplated by, or necessary or appropriate to effectuate the Restructuring Transactions, the Plan, the PSA, this Confirmation Order, or the other Plan Documents.

7. **Exit Financing.** On or prior to the Effective Date, and upon the completion of the Exit Financing Approval Process, the Debtors and applicable Post-Emergence Entities are authorized and empowered to enter into the Exit Financing Documents and to consummate such Exit Financing. Until the Exit Financing Documents are finalized and executed, without further order or authorization of this Bankruptcy Court, the Debtors and the Purchaser Entities and their successors, subject to any applicable consent and approval rights under the Plan or the RSA, are authorized and empowered to further negotiate and make any and all modifications not inconsistent

with the Plan (as modified from time to time, including by this Confirmation Order) to the Exit Financing Documents.

8. This Confirmation Order shall constitute authorization, upon the completion of the Exit Financing Approval Process, for the Debtors and applicable Post-Emergence Entities to finalize, execute, deliver, and perform under the Exit Financing Documents and those documents necessary or appropriate to consummate the transactions contemplated by the Exit Financing Documents and obtain the financing contemplated thereby, including all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred, fees and expenses paid, and indemnities to be provided, without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule (including, without limitation, the Bankruptcy Code and section 303 of the Delaware General Corporations Law, to the extent applicable, and any analogous provision of the applicable business organizations law or code of each other state, province, or foreign jurisdiction in which the Debtors or Purchaser Entities are incorporated or organized) or vote, consent, authorization, or approval of any Person (including, without limitation, creditors, stockholders, directors, members, or partners of the Debtors or the Post-Emergence Entities), subject to such modifications as the applicable Post-Emergence Entities may deem to be necessary or appropriate to consummate the transactions contemplated by the Exit Financing Documents. Subject to the occurrence of the Effective Date, the Exit Financing Documents shall constitute the legal, valid, and binding obligations of the applicable Post-Emergence Entities and shall be enforceable in accordance with their respective terms.

9. Each of the Debtors and Post-Emergence Entities, without any further action by the Bankruptcy Court or any respective Debtors' or Post-Emergence Entities' officers, directors, or

stockholders, is hereby authorized, as necessary or appropriate to perform under, or otherwise effectuate, the Exit Financing, to enter into and perform under any documents required or appropriate in connection with (i) the obtaining of commitments in respect thereof or the appointment or retention of any agent, arranger, bookrunner, lender, underwriter, initial purchaser or other similar party in connection therewith (including, without limitation, applicable commitment, engagement, or fee letters or any related documentation (collectively, the “Exit Financing Letters”) and which fees may be included in the Exit Financing Term Sheet in a redacted or sealed filing), or (ii) the obtaining of any rating in connection therewith (including, without limitation, applicable fee and/or engagement letters relating to any such rating), and, (iii) upon the completion of the Exit Financing Approval Process, to enter into, and take such other actions as necessary or appropriate to perform under, or otherwise effectuate, the Exit Financing Documents and the Exit Financing, as well as any notes, documents, or agreements in connection therewith, including, without limitation, any documents required or appropriate in connection with (x) the giving of any guarantees in connection therewith or (y) the creation or perfection of Liens or other security interests in connection therewith. Upon entry by the Debtors into any Exit Financing Letters, the Debtors’ obligations thereunder shall be immediately binding, the Debtors shall be authorized to make any payments contemplated thereby, and all amounts due and owing thereunder shall constitute allowed Administrative Expense Claims under sections 503(b) and 507(a)(2) of the Bankruptcy Code, and notwithstanding any Administrative Expense Claims Bar Date.

10. Subject to the completion of the Exit Financing Approval Process, the Liens contemplated by and related to the Exit Financing are approved and are valid, binding, and enforceable Liens on the collateral specified, and with the priorities set forth, in the relevant

agreements executed by the applicable Post-Emergence Entities in connection with the incurrence of the Exit Financing obligations. The guarantees, mortgages, pledges, Liens, and other security interests granted pursuant to or in connection with the incurrence of the Exit Financing are granted in good faith as an inducement to the lenders and other secured parties thereunder to extend credit thereunder and shall be, and hereby are, deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, recharacterization, or subordination, and the priorities of such guarantees, mortgages, pledges, liens, and other security interests shall be as set forth in the applicable intercreditor agreement(s) and other Exit Financing Documents executed in connection with the incurrence of the Exit Financing. Perfection of such Liens and security interests under the Exit Financing Documents shall occur automatically on the Effective Date by virtue of the entry of this Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required, and the Post-Emergence Entities granting such Liens and security interests will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties to the extent required by the Exit Financing Documents.

11. Subject to the completion of the Exit Financing Approval Process, the applicable Post-Emergence Entities and the secured parties (and their designees and agents) under the Exit Financing Documents are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary or appropriate to evidence, establish, and perfect such Liens in connection with the Exit Financing and as otherwise set forth in the Exit Financing Documents under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Confirmation Order, and will thereafter cooperate to make all other filings and recordings that otherwise would

be necessary under applicable law to give notice of such Liens and security interests to third parties to the extent required by the Exit Financing Documents.

12. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the Bankruptcy Court's retention of jurisdiction shall not govern any disputes arising or asserted under the Exit Financing Documents or related collateral or other documents executed in connection with the incurrence of the Exit Financing or any liens, rights or remedies related thereto.

13. **Plan Settlements.** The terms of the Plan Settlements set forth in Section 5.20 and Article VI of the Plan are hereby approved pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 as fair and reasonable and in the best interests of the Debtors, their Estates, their creditors, and all other parties in interest. The provisions of the Plan Settlements are integrated into and are non-severable from each other and the remaining terms of the Plan. The Debtors, the Post-Emergence Entities, the Plan Administrator, and the applicable parties to the Plan Settlements are duly authorized to execute, deliver, implement and fully perform any and all obligations, instruments, documents, and papers, including each of the Plan Documents, and to take any and all actions reasonably necessary or appropriate to consummate the Plan Settlements and each of the compromises embodied therein. For the avoidance of doubt, the obligation of the Purchaser Parent to remit the aggregate payment of the Future PI Trust Consideration in accordance with (and at the time, in the manner, and in the applicable amount set forth in) the Future PI Trust Documents shall survive after the Effective Date of the Plan, notwithstanding anything to the contrary in this Confirmation Order.

14. **UCC Resolution, OCC Resolution and Trusts.**

(a) The entry of this Confirmation Order constitutes the Bankruptcy Court's approval of the applicable terms of the UCC Resolution and the OCC Resolution, all transactions contemplated therein and thereby, and all the terms and conditions thereof, as incorporated in the Plan and the Plan Supplement documents. The Debtors, the Ad Hoc First Lien Group, the Post-Emergence Entities, the Creditors' Committee, and the Opioid Claimants' Committee are bound by the Plan, the Resolution Stipulation, the UCC Resolution, and the OCC Resolution.

(b) The entry of this Confirmation Order constitutes the Bankruptcy Court's approval of the UCC Allocation as (i) premised on the consideration provided under the UCC Resolution, (ii) negotiated in good faith and at arm's length, (iii) fair and reasonable, and (iv) made with adequate and appropriate notice. The entry of this Confirmation Order constitutes the Bankruptcy Court's approval of the Distribution of PPOC Trust Claim Shares (as described in the Plan and the PPOC Trust Documents) and the resulting payment to the PPOC Sub-Trusts pursuant thereto as (w) premised on the consideration provided under the OCC Resolution, (x) negotiated in good faith and at arm's length, (y) fair and reasonable, and (z) made with adequate and appropriate notice.

(c) The GUC Trust and the Distribution Sub-Trusts shall be established as trusts under applicable state law for the purposes described in the Plan, the UCC Resolution, the GUC Trust Documents, and, upon their effectiveness pursuant to the Distribution Sub-Trust Documents Approval Process set forth in Section 5.20(b)(vi) of the Plan, the Distribution Sub-Trust Documents, and shall receive and distribute the GUC Trust Consideration in accordance with the Plan, the GUC Trust Documents, and, upon their effectiveness pursuant to the Distribution Sub-Trust Documents Approval Process set forth in Section 5.20(b)(vi) of the Plan, the Distribution Sub-Trust Documents. The PPOC Trust and the PPOC Sub-Trusts shall be established as trusts

under applicable state law for the purposes described in the Plan, the OCC Resolution, the PPOC Trust Documents and the PPOC Sub-Trust Documents, and shall receive and distribute the PPOC Trust Consideration in accordance with the Plan, the PPOC Trust Documents, and the PPOC Sub-Trust Documents.

(d) The GUC Trust Documents, the Distribution Sub-Trust Documents (upon their effectiveness pursuant to the Distribution Sub-Trust Documents Approval Process set forth in Section 5.20(b)(vi) of the Plan), and the mechanisms, criteria and procedures therein for operating the GUC Trust and each of the Distribution Sub-Trusts and resolving Distribution Sub-Trust Claims, are approved. The GUC Trustee, the Mesh Claims Trustee, the Generics Price Fixing Claims Trustee, the Ranitidine Claims Trustee and the Reverse Payment Claims Trustee are authorized and shall be entitled to take the actions set forth in, and in each case in accordance with, the Plan, the applicable terms of the UCC Resolution and the applicable GUC Trust Documents and, upon their effectiveness pursuant to the Distribution Sub-Trust Documents Approval Process set forth in Section 5.20(b)(vi) of the Plan, Distribution Sub-Trust Documents. Notwithstanding any state law to the contrary, the GUC Trustee, any Trustee of a Distribution Sub-Trust, and any statutory trustee of the GUC Trust or a Distribution Sub-Trust shall not be required to give any bond or similar security relating to the operation of the GUC Trust and the Distribution Sub-Trusts, or the administration of the assets thereof. The PPOC Trust Documents, the PPOC Sub-Trust Documents, and the mechanisms, criteria and procedures therein for operating the PPOC Trust and each of the PPOC Sub-Trusts and resolving Present Private Opioid Claims, are approved. The PPOC Trustee(s), the PI Trustee, the NAS PI Trustee, the Hospital Trustee, the IERP Trustee, and the TPP Trustee are authorized and shall be entitled to take the actions set forth in, and in each case in accordance with, the Plan, the applicable terms of the OCC Resolution and the applicable

PPOC Trust Documents and PPOC Sub-Trust Documents. Notwithstanding any state law to the contrary, the Trustees of the PPOC Trust and the PPOC Sub-Trusts and any statutory trustee thereof shall not be required to give any bond or similar security relating to the operation of the PPOC Trust and the PPOC Sub-Trusts, or the administration of the assets thereof.

15. **GUC Trust Litigation Consideration.** The Debtors and their Estates consent to the GUC Trust and the GUC Trustee on behalf of the GUC Trust, being granted, as of the Effective Date, and the GUC Trust and the GUC Trustee on behalf of the GUC Trust, are granted, as of the Effective Date, standing to commence, prosecute, and settle (subject to the GUC Trust Documents) the GUC Trust Litigation Claims for the benefit of the GUC Trust, and shall maintain such standing regardless of the ultimate disposition of the Chapter 11 Cases, including in the event that they are dismissed. In pursuing or enforcing any claim, right, interest or cause of action, the GUC Trust shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Estates' rights with respect to the time periods in which the GUC Trust Litigation Claims may be brought under section 546 of the Bankruptcy Code. The Cooperation Agreement between the Purchaser Entities and the GUC Trust is approved.

16. **Qualified Settlement Trusts.** Each of the Trusts, other than the Future PI Trust, are intended to be a "qualified settlement trust" within the meaning of Section 1.468B et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code, as amended.

17. **Public Opioid Trust.**

(a) The Public Opioid Trust Agreement, a copy of which is included in the Plan Supplement, is hereby approved. On the Effective Date, the Public Opioid Trust Agreement shall be executed by the Public Opioid Trustee and the Delaware Trustee (as defined in the Public

Opioid Trust Agreement), and the Public Opioid Trust shall be established as a trust under applicable state law in accordance with the Plan and the Public Opioid Trust Agreement.

(b) On or as reasonably practicable after the Effective Date, the Public Opioid Trust shall receive and be funded by the Public Opioid Consideration, and all State Opioid Claims shall be channeled to the Public Opioid Trust. The Public Opioid Trust shall (i) assume all liability for Allowed State Opioid Claims held by States and certain Territories that are not Prior Settling States; (ii) receive and administer the Public Opioid Consideration under the terms of the Plan; (iii) make or cause to be made distributions to holders of Allowed State Opioid Claims; and (iv) carry out such other matters as are set forth in the Public Opioid Trust Agreement. Distributions shall be made to beneficiaries of the Public Opioid Trust in accordance with Article 4 of the Public Opioid Trust Agreement and the Distribution Schedule attached to the Public Opioid Trust Agreement. Participating Public Opioid Claimants shall have the option to direct the Trust to make distributions in accordance with the disbursement directives applicable under the Public Opioid Trust Agreement. All Public Opioid Trust Operating Expenses shall be payable solely out of the Public Opioid Trust Operating Reserve.

(c) No Person, third party, party-in-interest, or creditor shall attach, demand, or attempt to divert or disgorge any funds from the Public Opioid Consideration and, except for beneficiaries of the Public Opioid Trust to the extent set forth in the Public Opioid Trust Agreement, may not make any claims or demands against the Public Opioid Trust.

(d) The appointment of the Public Opioid Trustee and the Delaware Trustee for the Public Opioid Trust in accordance with Sections 5.20(e)(i) and 6.16 of the Plan and the Public Opioid Trust Agreement is hereby approved.

18. **Alternative Implementation of Trust Mechanics.** The Plan Administrator may, in its reasonable discretion, determine to implement the terms of the Other Opioid Claims Trust Documents and EFBD Claims Trust Documents, as applicable, through the establishment of an escrow account or other mechanism instead of through the establishment of the Other Opioid Claims Trust or EFBD Claims Trust; *provided*, that, any implementation of such terms through means other than the establishment of the applicable trust shall not adversely affect the treatment of holders of Other Opioid Claims or EFBD Claims, as applicable, as set forth in the Plan.

19. **VOI Agreements.** The terms of the VOI Agreements in Sections 5.21 and 10.11 of the Plan and as set forth in Plan Supplement are hereby approved pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 as fair and reasonable and in the best interests of the Debtors, their Estates, the Supporting Government Entities, all other parties in interest, and the public. Except as otherwise provided in Article VII of the Voluntary Opioid Operating Injunction, the terms of the VOI Agreements shall be binding on the VOI-Specific Debtors and/or VOI-Specific Post-Emergence Entities until the date that is eight years from the Petition Date and, to the extent set forth in the Plan and the VOI Agreements, on any successor of such entities' interests and assets. Following execution, the VOI Side Letter may be modified, amended, or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms of the Plan and VOI Agreements, without further order of the Bankruptcy Court. To the extent there is any inconsistency between the terms of the Voluntary Opioid Operating Injunction relating to the Public Disclosure Document Repository and the VOI Side Letter, the terms of the VOI Side Letter shall govern. Pursuant to the terms of the Plan and the VOI Agreements:

- (a) The VOI-Specific Debtors, the VOI-Specific Post-Emergence Entities and all other parties to the VOI Agreements are duly authorized to execute, deliver, implement, and perform any and all obligations, instruments, and papers, and to take any and all actions reasonably necessary or appropriate to effectuate the terms of the VOI

Agreements and each of the compromises embodied therein, including, but not limited to, the establishment and maintenance of the Public Disclosure Document Repository;

- (b) The Commonwealth of Massachusetts, on behalf of itself and all of the other Supporting Government Entities, is hereby authorized, but not directed, to engage the University of California, San Francisco and Johns Hopkins University to host the Public Disclosure Document Repository of the Public Disclosure Documents; and
- (c) On, or as soon as reasonably practicable after the Effective Date, the applicable Purchaser Entities shall pay to the University of California, San Francisco and Johns Hopkins University, collectively, in their joint capacity as host of the Public Disclosure Document Repository, the aggregate total of \$2.75 million to help defray the costs and expenses of the establishment and maintenance of the Public Disclosure Document Repository.
- (d) The VOI-Specific Debtors and/or VOI-Specific Post-Emergence Entities are further authorized to pay the reasonable costs and expenses associated with the review of their documents to be disclosed through the Public Document Repository, in accordance with the terms and conditions of the Voluntary Opioid Operating Injunction, the VOI Side Letter, the Plan, and this Confirmation Order.

20. **Binding Effect.** On the date of and after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the Plan Documents and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon (a) the Debtors and their affiliates, (b) the Plan Administrator, (c) the Post-Emergence Entities, (d) any and all known and unknown holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), (e) any and all future claimants, including, without limitation, any holders of Future PI Claims; (f) all Persons that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, (g) each Person acquiring property under the Plan, (h) any and all non-Debtor parties to Executory Contracts and Unexpired Leases, or any contracts or leases entered into after the Petition Date with any of the Debtors, (i) any affected third-parties, and (j) all successors and assigns of any of the foregoing. The Plan Documents constitute legal, valid, binding, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms. Pursuant to section 1142(a) of the

Bankruptcy Code, the Plan Documents shall be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

21. **Order Binding on Holders of Future PI Claims.** The interests of holders of Future PI Claims have been adequately represented and protected by the FCR throughout the Chapter 11 Cases, including in connection with the Mediation and negotiation of the Plan, as more fully described in the FCR Declaration. The Future PI Trust will operate through mechanisms that provide reasonable assurance that the Future PI Trust will value, and be in a financial position to pay, present Future PI Claims in substantially the same manner as corresponding Claims addressed by the applicable Trusts. The Future PI Trust Documents, and the mechanisms, criteria and procedures therein for operating the Future PI Trust and addressing Future PI Claims, are fair and equitable with respect to holders of Future PI Claims in light of the benefits to be provided to the Future PI Trust on behalf of the Debtors and the other Non-GUC Released Parties. Accordingly, the FCR fulfilled his responsibilities and fiduciary duties to his constituencies pursuant to the FCR Order.

22. **Intercreditor Agreement.** In accordance with Section 5.1(b) of the Plan, holders of over 50% in amount of Prepetition First Lien Indebtedness agree (and the First Lien Collateral Trustee shall be deemed to have been directed by such holders), effective as of the Effective Date, not to enforce, and to waive, any turnover, or payment over or transfer rights under the Intercreditor Agreement against any Prepetition Second Lien Secured Notes Party in respect of any GUC Trust Consideration provided to the GUC Trust (and to which any beneficiary of the GUC Trust or any Distribution Sub-Trust may be entitled on or after the Effective Date), in each case, as contemplated by the UCC Resolution Term Sheet.

23. **Plan Administrator.** Upon the Effective Date, the Remaining Debtors are authorized to enter into the Plan Administrator Agreement in accordance with the terms of the Plan, and the Plan Administrator Agreement is approved in all respects in accordance with the terms of this Confirmation Order. The Plan Administrator shall be conferred with all of the benefits conferred under the Plan Documents to the fullest extent permitted by applicable law, including, without limitation, the Plan Administrator exculpations conferred under section 5.7 of the Plan and sections 2.5 and 2.6 of the Plan Administrator Agreement, all of which are hereby approved and authorized in all respects, are so ordered, and shall be immediately effective on the Effective Date without further notice to or order or action on the part of this Bankruptcy Court or any other party.

24. Following execution, the Plan Administrator Agreement may be modified, amended, or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms of the Plan and Plan Administrator Agreement, without further order of the Bankruptcy Court; *provided*, that any such modification, amendment, or supplement does not materially modify the economic substance of any of the other Plan Documents.

25. Notwithstanding anything in Section 5.7 of the Plan to the contrary, any amounts (net of taxes and other expenses) recovered by the Plan Administrator from Entities other than the Purchaser Entities (other than amounts received or recovered on account of ordinary course tax refunds and amounts allocated under Section 5.7 of the Plan to the Remaining Debtors and/or the Plan Administrator to implement the terms of the Plan and the Plan Administrator Agreement) shall be distributed by the Plan Administrator to Purchaser Parent on the first day of each calendar month following the receipt by the Plan Administrator of any such amounts, and Purchaser Parent shall, within 10 business days of receipt of such amounts, distribute such amounts ratably to the

then-current holders of Purchaser Equity; *provided* that Purchaser Parent shall not be required to make such a distribution if the largest distribution to a shareholder would be less than \$1,000, in which case Purchaser Parent shall hold such amounts until it can either make a distribution to the then-current holders of Purchaser Equity in which the largest distribution to a shareholder is greater than \$1,000 or until the completion of all of the Plan Administrator's obligations under the Plan and Plan Administrator Agreement, at which time Purchaser Parent shall distribute such amounts to the then-current holders of Purchaser Equity if the largest distribution to a shareholder would be greater than \$1,000 or, if such condition is not satisfied, use such amounts for general corporate purposes; *provided, further*, that if the Purchaser Parent Board reasonably concludes, in consultation with its advisors, which advisors may include accounting and valuation experts, that making such distribution would constitute a breach of the Purchaser Parent Board's fiduciary duties, conflict with the Purchaser Entities' organizational documents, or constitute a violation of applicable law or a breach of a material contract to which any Purchaser Entity is a party, the Purchaser Parent Board shall not be required to make a distribution; *provided, further*, that if any distribution is not made due to the foregoing, Purchaser Parent shall use commercially reasonable efforts to address the potential breach, conflict or violation, or otherwise structure the distribution or take other commercially reasonable actions, so as to enable the Purchase Parent Board to reasonably make such distribution as soon as practicable. For the avoidance of doubt, neither the Plan Administrator nor the Purchaser Entities shall be liable to any Person (including, without limitation, any current or former holder of Purchaser Equity) on account of any of the distributions described in the preceding sentence.

26. **Exemption from Registration.** All Purchaser Equity issued under the Plan (including (i) the First Lien Subscription Rights, (ii) all shares issued pursuant to the First Lien

Rights Offering, and (iii) all shares issued in satisfaction of the Backstop Premium owed pursuant to the Backstop Commitment Agreements) will be issued by Purchaser Parent (as “successor” to Endo International plc within the meaning of section 1145 of the Bankruptcy Code and not for any other purposes) without registration (A) under the Securities Act or any other federal, state, or local securities laws in reliance upon (i) section 1145 of the Bankruptcy Code (except with respect to (1) any shares (including shares issuable pursuant to the First Lien Rights Offering) that are to be issued to any Entity that is an Underwriter; (2) any rights or equity issued pursuant to the GUC Rights Offering (including shares issuable pursuant to the GUC Rights Offering); and (3) any equity issued pursuant to the Backstop Commitment Agreements (other than any shares issued in satisfaction of the claims represented by Backstop Premium owed pursuant to the Backstop Commitment Agreements)); (ii) pursuant to section 4(a)(2) under the Securities Act and/or Regulation D or Regulation S thereunder and similar exemptions under applicable State or local securities laws with respect to (1) any rights and shares (including shares issuable pursuant to the Rights Offerings) that are to be issued to any Entity that is an Underwriter; (2) any equity issued pursuant to the GUC Rights Offering (including shares issuable pursuant to the GUC Rights Offering); and (3) any equity issued pursuant to the Backstop Commitment Agreements (other than any shares issued in satisfaction of any Backstop Premium payable pursuant to the Backstop Commitment Agreements); (B) if applicable, in the European Economic Area, pursuant to an exemption under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended or supplemented), and, in the United Kingdom, pursuant to an exemption under the retained European Union law version of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as it forms part of the United Kingdom’s domestic law pursuant to the European Union (Withdrawal) Act 2018, and/or generally, in

compliance with any other applicable securities law in the United Kingdom (including the FSMA, as amended) and in the European Economic Area, as the case may be; and/or (C) if applicable, in compliance with any applicable securities laws in Canada or any province or territory thereof.

27. **Cooperation by DTC.** DTC, and any participants and intermediaries, shall fully cooperate and facilitate Distributions, as applicable, pursuant to the Plan. DTC shall accept and conclusively rely upon the Plan and this Confirmation Order in lieu of a legal opinion regarding whether the Purchaser Equity, First Lien Subscription Rights, GUC Subscription Rights, or, if issued, any New Takeback Debt or Syndicated Exit Financing are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Subject to any requirement in the Exit Financing Documents or Rights Offering Documents, but notwithstanding anything to the contrary in the Plan or this Confirmation Order, no Entity (including, for the avoidance of doubt, DTC) shall require a legal opinion requiring the validity of any transaction contemplated by the Plan or this Confirmation Order, including, for the avoidance of doubt, whether the Purchaser Equity, First Lien Subscription Rights, GUC Subscription Rights, or, if issued, any New Takeback Debt or Syndicated Exit Financing are exempt from registration and/or eligible for DTC book entry delivery, settlement, and depository services.

28. **Cooperation by Cede & Co.** The cancellation of all Existing Equity Interests in accordance with the Plan is authorized and enforceable under the Bankruptcy Code. To implement the Plan in jurisdictions outside of the United States, the Debtors, Post-Emergence Entities, and any other Person (including the Plan Administrator) obligated to take any actions in furtherance of the implementation of the Plan are authorized to initiate one or more parallel insolvency or other proceedings in jurisdictions outside the United States of America. Endo International plc (“Endo Parent”), a public limited company incorporated under the laws of Ireland, intends to convene the

PLC EGM to consider the PLC Liquidation Resolution, which will authorize the commencement of an Irish liquidation process in respect of Endo Parent which in turn will ultimately result in the dissolution of Endo Parent (and therefore will give effect to the Plan's cancellation of the Existing Equity Interests of Endo Parent as a matter of Irish law). The register of members of Endo Parent reflects that Cede & Co., as nominee of DTC currently remains the registered holder of 234,805,320 ordinary shares, par value \$0.0001 per share in the capital of Endo Parent. Cede & Co., as registered holder of these shares, is authorized and directed to execute the Master Proxy voting all of the Existing Equity Interests of Endo Parent held by it in favor of a resolution that Endo Parent be liquidated. Cede & Co. shall, within ten (10) business days of receipt of notice of the PLC EGM, complete and execute the Master Proxy in order to direct the proxy holder to vote all of Cede & Co.'s Existing Equity Interests in Endo Parent in favor of Endo Parent's liquidation and/or winding down, and return the Master Proxy to Endo Parent. Cede & Co. and DTC shall have no liability whatsoever arising from, relating to, or in connection with this Confirmation Order or the execution of the Master Proxy or any other action taken in connection with this Confirmation Order.

29. **Releases, Discharge, Injunctions, Exculpations.** The Releases, discharges, injunctions, exculpations, and related provisions set forth in Article X of the Plan are hereby approved and authorized in all respects, are so ordered, and shall be immediately effective on the Effective Date without further notice to any party or order or action from the Bankruptcy Court or any other party. The Release and discharge of all Intercompany Claims (other than those Intercompany Claims which are the subject of the PFPL ECB Novation Agreements and the PAT ECB Novation Agreements or are otherwise Unimpaired pursuant to the Plan) is hereby approved and authorized in all respects, is so ordered, and shall be immediately effective on the Effective

Date without further notice to any party or order or action from the Bankruptcy Court or any other party.

30. **Wind-Down.** On the Effective Date or as soon as reasonably practicable thereafter, the Plan Administrator may take all actions consistent with this Confirmation Order, the Plan, and the other Plan Documents as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the wind-down, dissolution, or liquidation of the Remaining Debtors and any of their Non-Debtor Affiliates and, with the consent of the Purchaser Entities, which shall not be unreasonably withheld, and to take any such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan and the Plan Administrator Agreement.

31. **Inconsistencies.** To the extent there are any inconsistencies among the Plan Documents, including the Plan and this Confirmation Order, and any related documents, the provisions set forth in Section 1.7 of the Plan shall apply.

32. **No Stay.** Notwithstanding any Bankruptcy Rule or Local Bankruptcy Rule, this Confirmation Order is effective immediately and not subject to any stay.

33. **Final Order.** This Confirmation Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

#### **Approval of the PSA and Plan Transaction**<sup>5</sup>

34. **Approval of Plan Transaction.** Pursuant to sections 105, 365, 1123, 1129 and 1141 of the Bankruptcy Code, the Plan Transaction, the PSA, the ancillary documents related thereto, all of the terms and conditions thereof, and all of the transactions contemplated thereby

---

<sup>5</sup> Capitalized terms used in this section but not otherwise defined herein shall have the meanings ascribed to them in the PSA.

are hereby authorized and approved. The Plan Transaction shall be implemented in accordance with the Plan and the PSA. The failure to specifically reference any particular provision of the PSA or any ancillary document in this Confirmation Order shall not diminish or impair the efficacy of such provision, it being the intent of this Bankruptcy Court that the PSA and each and every provision, term, and condition thereof be authorized and approved in its entirety.

35. **Free and Clear; Assumption of Liabilities; No Successor Liability.** On the Effective Date, pursuant to sections 105, 365, 1123, 1129 and 1141 of the Bankruptcy Code, in accordance with the PSA, subject to the satisfaction or waiver of all applicable closing conditions under the PSA, (a) all PSA Assets, including, but not limited to, the Non-GUC Trust Insurance Policies, shall be transferred to, and the PSA Assets owned by the Debtors shall vest in, the Buyers free and clear of “claims,” as such term is defined in section 101(5) of the Bankruptcy Code, and any Liens, defenses (including rights of setoff and recoupment), and other “interests,” as such term is used in section 363(f) of the Bankruptcy Code, in each case, in, on, or related to the PSA Assets, including, without limitation, all Liens, Claims, charges, Interests, rights, liabilities, mortgages, deeds of trust, trusts, pledges, security interests of whatever kind or nature, rights of first refusal, rights of offset or recoupment, royalties, conditional sales or title retention agreements, hypothecations, mechanics’ and materialmans’ liens, assignments, preferences, debts, easements, deposit arrangements, suits, licenses or sub-licenses, options, rights of recovery, judgments, orders and decrees of any court or foreign or domestic Governmental Authority, taxes (including foreign, federal, state, provincial, and local taxes), covenants, restrictions, indentures, instruments, leases, options, offsets, recoupments, Causes of Action, contract rights, Claims for reimbursement or subrogation, contribution, indemnity or exoneration, encumbrances, and other interests of any kind or nature whatsoever, in, on, or related to the PSA Assets, in each case to the fullest extent of the law, whether

known or unknown, prepetition or postpetition, secured or unsecured, direct or indirect, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, absolute, contingent, fixed or non-contingent, material or non-material, disputed or undisputed, statutory or non-statutory, matured or unmatured, arising or imposed by agreement, understanding, law, equity, statute, or otherwise, including any and all such liabilities, causes of action, contract rights and claims arising out of the Debtors' continued operations prior to the Effective Date; (b) all Assumed Liabilities shall be assumed by the Buyers, and the sale of the PSA Assets to the Buyers pursuant to the PSA, the Plan, and this Confirmation Order shall be a legal, valid, enforceable, and effective issuance, sale, and/or transfer of such interests. Except as expressly provided for in the PSA, the Buyers shall not assume or have any liability or other obligation of the Debtors arising under or related to any of the PSA Assets and shall not be liable for any Encumbrances (as defined in the PSA) against any Debtor, any of the Debtors' affiliates, predecessors, successors or assigns, or any of the PSA Assets. Except as expressly provided for in the PSA, the transfer of the PSA Assets to the Buyer and the assumption and assignment to the Buyer of the Assumed Liabilities do not and will not subject the Buyer to any liability whatsoever with respect to the operation of the Debtors' businesses before the Effective Date or by reason of such transfer under the laws of the United States, any state, territory, possession, the District of Columbia, or any other applicable jurisdiction (including any foreign jurisdiction) with laws substantially similar to the foregoing, based on, in whole or in part, directly or indirectly, any theory of law or equity, including, without limitation, any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger or substantial continuity or similar theories or applicable law or otherwise. Neither the Buyers nor any of the Post-Emergence Entities shall have any successor or vicarious liability of any kind or

character whether known or unknown as of the Effective Date, or whether fixed or contingent, whether now existing or hereafter arising, with respect to the PSA Assets or any Liabilities (as defined in the PSA) of the Debtors arising prior to or after the Effective Date other than the Assumed Liabilities and Permitted Encumbrances.

36. **Cure/Adequate Assurance.** Pursuant to section 1123(b)(2) of the Bankruptcy Code and subject to the consummation of the Restructuring Transactions, including the Plan Transaction, the Debtors are authorized to assume or assume and assign the Executory Contracts and Unexpired Leases to the Purchaser Entities or their designees free and clear of all Liens and Claims, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are deemed satisfied. Upon the Effective Date or the applicable date of assumption and assignment with respect to an Executory Contract or Unexpired Lease, the applicable Purchaser Entity shall be fully and irrevocably vested with all rights, title, and interest of the Debtors under such Executory Contract or Unexpired Lease and, pursuant to sections 1123(b)(2) and 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to breach of such Executory Contract or Unexpired Lease occurring after such assumption and assignment to the applicable Purchaser Entity or its designees. The assumption by the Debtors and assignment to a Purchaser Entity or its designees of any Executory Contract or Unexpired Lease shall not be a default under such Executory Contract or Unexpired Lease. Anti-assignment provisions in any Executory Contract or Unexpired Lease, including any provisions requiring rating agency confirmation, “no downgrade” letters, any other third party consent, or of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code shall not restrict, limit, or prohibit the assumption, assumption and assignment, and sale of the Executory Contracts or Unexpired Leases and are unenforceable anti-assignment provisions in connection with the Plan Transaction within

the meaning of section 365(f) of the Bankruptcy Code. To the extent a counterparty to an Executory Contract or Unexpired Lease failed to object to the applicable Cure Amount by the Cure Objection Deadline, such Cure Amount has been and shall be deemed to be finally determined as of the Debtors' filing of the applicable Cure Notice and any such counterparty shall be barred, and forever prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount as of such dates.

37. **Injunction.** As of the Effective Date, and subject to the provisions of the PSA, the Plan, this Confirmation Order, and the other Plan Documents, all Persons and Entities are hereby forever prohibited and permanently enjoined from taking any action that would adversely affect or interfere with the consummation of the Plan and the Plan Transaction. Without limiting the generality of the foregoing (a) except as expressly provided for in the PSA, all Persons or Entities are hereby forever prohibited and permanently enjoined from asserting against the Buyers, their successor and assigns, or the PSA Assets, any liabilities, Liens, Claims, encumbrances, or other interests, or successor or transferee liabilities that exist as of or prior to the Effective Date, and (b) each non-Debtor party to an Executory Contract or Unexpired Lease being assumed or assumed and assigned to the Buyers pursuant to the PSA, the Plan, this Confirmation Order, or the other Plan Documents is hereby forever prohibited and permanently enjoined from imposing or charging against the Buyers any rent accelerations, assignment fees, increases, or any other fees in connection with the specific assumed or assumed and assigned Executory Contract or Unexpired Lease by reason of the Debtors' assumption and assignment of such Executory Contract and Unexpired Lease, and the validity of such assumption and assignment, which shall in all events be effective as of the Effective Date, shall not be affected by the pendency or resolution of any dispute between the Debtors (or the Post-Emergence Entities, as applicable) and any counterparty to any such assigned

Executory Contract or Unexpired Lease, subject in all respects to the terms set forth in Article VII of the Plan.

38. Except as provided in the Plan, upon the transfer or assignment of the Transferred Contracts to the Buyers, each counterparty to a Transferred Contract is hereby forever barred, estopped, and permanently enjoined from asserting against the PSA Assets, the Buyers, their affiliates, or their respective property (a) any setoff, defense, recoupment, Claim, counterclaim or default asserted or assertable against, or otherwise delay, defer or impair any rights of the Buyers with respect to the PSA Assets with respect to an act or omission of, the Debtors, or (b) any rent acceleration, assignment fee, default, breach or Claim, or pecuniary loss or condition to assignment or transfer, arising under or related to a Transferred Contract existing as of the Effective Date, or arising by reason of the Effective Date. Except as provided in the Plan, no Person or Entity shall assert, and the Buyers and the PSA Assets shall not be subject to, any defaults, breaches, counterclaims, offsets, defenses (whether contractual or otherwise, including, without limitation, any right of recoupment), Claims or liabilities, of any kind or nature whatsoever, to delay, defer, or impair any right of the Buyers or the Debtors, or any obligation of any other Person or Entity, under or with respect to, any PSA Assets (including, without limitation, a Transferred Contract), with respect to any act or omission that occurred prior to the Effective Date or with respect to any Excluded Contract or any obligation of Debtors that is not an Assumed Liability or Permitted Encumbrance.

39. **No Avoidance of PSA.** Neither the Debtors nor the Buyers have engaged in any conduct that would cause or permit the PSA to be avoided or costs and damages to be imposed under any applicable law. Accordingly, the PSA and the Plan Transaction shall not be avoidable under chapter 5 of the Bankruptcy Code or any analogous provision of state or foreign law, and no

party shall be entitled to any damages or other recovery in respect of the PSA or the Plan Transaction.

40. **Bulk Sales.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Plan Transaction.

41. **Direction to Government Agencies.** This Confirmation Order is binding on all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, Governmental Authorities, secretaries of state, federal and local officials, and all other Persons and Entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease ("Recordation Officers"). Each and every Recordation Officer is authorized, from and after the Effective Date, to strike all Claims, interests, Liens, or other encumbrances in or against the Debtors' assets from their records, official and otherwise, without further order of the Bankruptcy Court or act of any party. Each and every Recordation Officer is authorized (a) to file, record, and/or register any and all documents and instruments presented to consummate or memorialize the PSA, the Plan and the transactions contemplated thereby and (b) to accept and rely on this Confirmation Order as the sole and sufficient evidence of the transfer of title of the PSA Assets.

42. **No Discriminatory Treatment.** To the extent provided by section 525 of the Bankruptcy Code, no Governmental Authority may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the PSA Assets sold, transferred, or conveyed to the Buyers on account of the filing or pendency of these Chapter 11 Cases, any related

recognition proceedings in any foreign jurisdiction (including, without limitation, the Canadian Recognition Case (as defined in the PSA)), or the consummation of the Plan Transaction.

#### **Administrative Expense Claims Bar Date**

43. Except as otherwise provided in the Cash Collateral Order or the Plan, requests for payment of Administrative Expense Claims (other than Fee Claims) must be filed with the Bankruptcy Court and served on the Debtors, the Plan Administrator, and/or the Post-Emergence Entities, as applicable, and the Debtors' claims and noticing agent, Kroll Restructuring Administration, LLC, within thirty-five (35) days from service of notice of the Effective Date (the "Effective Date Notice"), a form of which is attached hereto as **Exhibit A**. Such proof of Administrative Expense Claim must include, at a minimum: (a) the name of the applicable Debtor that is purported to be liable for the Administrative Expense Claim and if the Administrative Expense Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (b) the name of the holder of the Administrative Expense Claim; (c) the asserted amount of the Administrative Expense Claim; (d) the basis of the Administrative Expense Claim; and (e) supporting documentation for the Administrative Expense Claim. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISCHARGED. IF, FOR ANY REASON, ANY SUCH ADMINISTRATIVE EXPENSE CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM SHALL IN NO EVENT HAVE RECOURSE TO THE PSA ASSETS OR ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN.**

#### **Miscellaneous**

44. **Canadian Provinces.** The provisions of the Canadian Provinces Term Sheet, as incorporated in the Plan, constitute a reasonable, good faith, and integrated compromise and

resolution of all claims and controversies between the Debtors, the Purchaser Entities, and the Canadian Provinces. The treatment of Canadian Provinces Claims and the terms set forth in the Canadian Provinces Term Sheet may be implemented through means other than the establishment of a trust with the consent of the Canadian Provinces, including by placing the Canadian Provinces Consideration in escrow to be governed by an escrow agreement containing the applicable terms of the resolution reached with the Canadian Provinces as set forth in the Canadian Provinces Term Sheet and Section 6.18 of the Plan.

45. **DMP.** The DMP Stipulation is incorporated herein by reference as though fully set forth herein and, in accordance with Section 1.7 of the Plan, the terms of the DMP Stipulation control over any contrary provisions in the Plan or this Confirmation Order.

46. **State of Texas.**

- (a) The Purchaser Entities agree not to use any of the PSA Assets to manufacture, market, or sell transvaginal surgical mesh products previously manufactured, marketed or sold by the Debtors, including engaging in any conduct involving the manufacture, promotion, marketing, sale, or distribution of urogynecologic devices or implants with polypropylene mesh, either directly or indirectly through any third party.
- (b) Nothing in this Confirmation Order, the Plan, or the PSA shall release, nullify, preclude, or enjoin the post-Effective Date enforcement of any police power or regulatory liability to Governmental Authorities that any Post-Emergence Entity would be subject to for its post-Effective Date actions as the post-Effective Date owner, lessee, permittee, controller, or operator of the PSA Assets after the Effective Date; *provided*, that the foregoing shall in no way limit the scope or effect of the release, injunction, exculpation, and discharge provisions set forth in Article X of the Plan.
- (c) Notwithstanding the foregoing Paragraph (b), however, nothing in this Confirmation Order, the Plan, or the PSA shall be interpreted to deem the Post-Emergence Entities as the successor to the Debtors under any successor liability or other similar doctrine or theory for any purpose and the Post-Emergence Entities shall not have any liability to any party arising out of, or related to, any liability of the Debtors, other than the Assumed Liabilities and Permitted Liens.

- (d) Nothing in this Confirmation Order shall be construed to create for the Governmental Authorities any right that does not already exist under applicable law or expand any of the Governmental Authorities' existing rights.
- (e) Nothing in the Confirmation Order shall limit the Governmental Authorities in the exercise of their police or regulatory powers in accordance with section 362(b)(4) of the Bankruptcy Code or 28 U.S.C. § 959.
- (f) Nothing in this Confirmation Order divests any tribunal of any jurisdiction it may have under any Governmental Authority's police or regulatory law to interpret this Confirmation Order or to adjudicate any defense asserted under this Confirmation Order.
- (g) The State of Texas is deemed to have opted out of any releases set forth in the Plan.

47. **Texas Comptroller.** Notwithstanding anything else to the contrary in the Plan or this Confirmation Order, the Texas Comptroller of Public Accounts (the "Texas Comptroller") reserves the following rights: (1) any statutory or common law setoff rights of the Texas Comptroller in accordance with 11 U.S.C. § 553; (2) any rights of the Texas Comptroller to pursue any non-Debtor third parties for tax debts or claims, *provided* that nothing herein shall diminish the effect of sections 1123(a)(5) and 1141(c) of the Bankruptcy Code or the free and clear nature of any sale to the Purchaser Entities contemplated under the Plan; (3) any rights to seek payment of interest on the Texas Comptroller's allowed administrative expense tax claims, if any; and (4) to the extent that interest is payable with respect to any such allowed administrative expense, priority or secured tax claim of the Texas Comptroller any rights to seek payment of the applicable non bankruptcy statutory rate of interest. In connection with the foregoing, any defenses, claims, counterclaims, affirmative defenses, and other rights that exist under applicable law in favor of the Debtors, the Post-Emergence Entities or the GUC Trust, as applicable, are preserved.

48. **Pennsylvania Department of Revenue.** Notwithstanding any provision to the contrary in the Plan, the Plan Documents, or the Confirmation Order ("Documents"), as to any tax

claim held by the Commonwealth of Pennsylvania, Department of Revenue (“Pennsylvania DOR”), nothing in the Documents shall:

- (a) discharge, release, enjoin, impair or otherwise preclude (1) any liability to Pennsylvania DOR that is not a “claim” within the meaning of Section 101(5) of the Bankruptcy Code or (2) any claim of Pennsylvania DOR arising after the Effective Date, *provided* that nothing herein shall diminish the effect of sections 1123(a)(5) and 1141(c) of the Bankruptcy Code or the free and clear nature of any sale to the Purchaser Entities contemplated under the Plan;
- (b) release, enjoin, impair, or discharge any non-Debtors from any claim, liability, suit, right or cause of action of Pennsylvania DOR, or enjoin or impair the prosecution, enforcement or collection of any such claim, liability, suit, right, or cause of action against any non-Debtor, or affect the ability of Pennsylvania DOR to pursue any non-Debtors, *provided* that nothing herein shall diminish the effect of sections 1123(a)(5) and 1141(c) of the Bankruptcy Code or the free and clear nature of any sale to the Purchaser Entities contemplated under the Plan;
- (c) subject to sections 362(b)(26) and 553 of the Bankruptcy Code, affect the rights of Pennsylvania DOR to assert setoff or recoupment under applicable law or the Debtors’ defenses thereto and such rights are expressly preserved and shall not be altered or impaired, *provided* that the Purchaser Entities may consent to any setoff without the need to seek further approval of the Bankruptcy Court;
- (d) alter the effect of Section 503(b)(1)(D) of the Bankruptcy Code;
- (e) confer exclusive jurisdiction to the Bankruptcy Court, except to the extent set forth in 28 U.S.C. § 1334(b), or divest any court of its jurisdiction to adjudicate the validity of such claim;
- (f) modify the scope of Section 502 or 505 of the Bankruptcy Code; or
- (g) allow the Debtors to estimate claims beyond what is provided and allowed for in Section 502(c) of the Bankruptcy Code.

49. Allowed Administrative Expense Claims, regardless of amount, of the Pennsylvania DOR shall be paid in full in cash on the later of (i) the Effective Date or as soon as practicable after the Effective Date, or (ii) the date on which such Allowed Administrative Expense Claim becomes payable under applicable law, and shall accrue interest (if any) (pursuant to section 511 of the Bankruptcy Code at the rate set forth under applicable law) and penalties (if any) in accordance with the Bankruptcy Code and non-bankruptcy law until paid in full. All

parties' respective rights are reserved on the allowability, applicability, or accrual of interest on any such Allowed Administrative Expense Claim.

50. Allowed Non-IRS Priority Tax Claims, if any, regardless of amount, of Pennsylvania DOR shall be paid in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code. To the extent such Allowed Non-IRS Priority Tax Claims of Pennsylvania DOR (including any penalties, interest or additions to tax entitled to priority under the Bankruptcy Code) are not paid in full in cash on the Effective Date, then such Allowed Non-IRS Priority Tax Claims shall, to the extent required by applicable non-bankruptcy law, accrue interest (8%) commencing on the Effective Date until paid in full.

51. Nothing in the Plan or Confirmation Order shall effect a release, injunction or otherwise preclude any claim against any Debtor or any of the Debtors' estates by or on behalf of Pennsylvania DOR for any liability arising out of prepetition or postpetition tax periods for which a return has not been filed but which was required by law to be filed or as a result of a pending audit, *provided* that all defenses of the Debtors and the Post-Emergence Entities are fully preserved, including to the timeliness of any such claim or amendment. Further, nothing in the Plan or Confirmation Order shall enjoin Pennsylvania DOR from amending any claim against any Debtor or any of the Debtors' estates with respect to any tax liability arising out of prepetition or postpetition tax periods for which a tax return has not been filed but which was required by law to be filed or as a result of a pending audit, *provided* that all defenses of the Debtors and the Post-Emergence Entities are fully preserved, including to the timeliness of any such claim or amendment. Any liability arising out of prepetition or postpetition tax periods for which a return has not been filed or as a result of a pending audit shall be paid in accordance with

Section 1129(a)(9)(A) and (C) of the Bankruptcy Code to the extent that it constitutes an Allowed Non-IRS Priority Tax Claim.

52. Nothing contained in the Documents shall be deemed to bind Pennsylvania DOR to any characterization of any transaction for tax purposes or to determine the tax liability or withholding or collection obligations of any person or entity, including, but not limited to the Debtors or any of the Debtors' estates, nor shall the Documents be deemed to have determined the Pennsylvania state tax treatment of any item, distribution, or entity, including the Pennsylvania state tax consequences of this Plan nor shall anything in the Documents be deemed to have conferred jurisdiction upon the Bankruptcy Court to make determinations as to Pennsylvania state tax liability and Pennsylvania state tax treatment except as provided under Section 505 of the Bankruptcy Code.

53. Nothing contained in the preceding paragraphs shall be construed as (1) a waiver of any rights of the Debtors, the Plan Administrator or any of the Post-Emergence Entities to object to any claims of Pennsylvania DOR or to seek to reclassify all or any portion of any such claim, or (2) a waiver of any right to seek expedited consideration under Section 505 of the Bankruptcy Code.

54. With respect to any stamp tax or similar tax obligations owed to Pennsylvania DOR, nothing in the Documents shall expand or diminish the effect of Section 1146(a) of the Bankruptcy Code.

55. Nothing in the Documents shall relieve the Debtors and their Non-Debtor Affiliates from any obligation to file postpetition Pennsylvania tax returns that are required under applicable law and pay all taxes, if any, on such returns when due.

56. **Insurers.** The objections that appear at Docket Nos. 3714, 3715, 3718, and 3722 are consensually resolved as set forth in these paragraphs 56-59. Except as provided (i) in section 5.20(b)(i)(2)(C) of the Plan regarding the transfer of insurance rights to the GUC Trust or (ii) by applicable law (which, for the avoidance of doubt, may include the Bankruptcy Code), nothing in the Plan or the Plan Supplement (including, without limitation, any provision that purports to be preemptory or supervening) shall in any way impair, alter, supplement, change, expand, decrease, or modify the rights or obligations of any insurers, any third-party administrators, or the Debtors (or, on and after the Effective Date, the Purchaser Entities and the GUC Trust) arising out of, under, or relating to any Debtor Insurance Policies. Nothing in the Plan, Plan Supplement, or Confirmation Order shall operate to require any insurer or third-party administrator to pay under any Debtor Insurance Policies the liability of any person or entity (including, but not limited to, the Purchaser Entities and/or the GUC Trust) that was not an insured thereunder before the Effective Date for any liability that arose before the Effective Date.

57. Except as provided in section 5.20(b)(i)(2)(C) of the Plan regarding the transfer of insurance rights to the GUC Trust, but including Section 6.1 of the Plan and any other provision regarding any “settlement,” “allowance,” and/or “adjudication” of Claims pursuant to the Plan, nothing in the Plan or Plan Documents shall be deemed to constitute a trial, adjudication, judgment, hearing on the merits, finding, conclusion, or determination of the consequences or effect of the Plan or the Plan Documents on any issues of insurance coverage.

58. On and after the Effective Date, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in section 10.8 of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Court, solely to permit: (I) claimants with valid workers’ compensation claims to proceed with their claims solely against the insurers

which issued policies covering such claims, *provided* that such claims may nominally proceed against the Debtors solely to the extent of available insurance and without imposing any liability or obligation on the Debtors or the Post-Emergence Entities; (II) insurers and third-party administrators to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Court, (A) workers' compensation claims, (B) claims where an order has been entered by this Court granting a claimant relief from the automatic stay or the injunctions set forth in section 10.8 of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; and (III) insurers and third-party administrators to draw on or against, use and/or apply all of the collateral and security provided by or on behalf of the Debtors (and the Post-Emergence Entities, as applicable) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Post-Emergence Entities, as applicable) in accordance with and pursuant to the applicable insurance policies and any agreements related thereto, *provided* that in no event shall the Debtors or the Post-Emergence Entities be required to replenish any such collateral or shall the collateral or security agreements impose any liability or obligation upon the Debtors or the Post-Emergence Entities to the insurers.

59. For the avoidance of doubt, all of the Debtors' rights, title and interest in any collateral and/or security held by an insurer, including any collateral and/or security related to any GUC Trust Insurance Policy, shall be transferred to the Purchaser Parent (or other applicable Purchaser Entity) on the Effective Date subject to the terms and conditions of the controlling security and/or collateral agreement, which terms and conditions shall not be altered, *provided* that in no event shall the Debtors or the Post-Emergence Entities be required to replenish any such collateral or shall the collateral or security agreements impose any liability or obligation upon the Debtors or the Post-Emergence Entities to the insurers.

60. **Padagis Israel Pharmaceuticals Ltd.** Notwithstanding anything in this Confirmation Order, the Plan, or the PSA to the contrary and unless Padagis Israel Pharmaceuticals Ltd ("Padagis") and the Debtors agree otherwise in writing, (a) the Transferred Assets to be transferred to the Purchaser Entities pursuant to the PSA include a transfer to Endo USA Inc. (one of the Purchaser Entities) of all of the Debtors' interest in those certain patents to which Perrigo UK FINCO Limited Partnership and its affiliates were granted a license by Endo Pharmaceuticals Inc. on behalf of itself and its affiliates (the "Licensed Patents," which Licensed Patents are subject to the Settlement Agreement referenced below); (b) the Settlement Agreement, effective August 16, 2019 (the "Settlement Agreement") between Endo Pharmaceuticals Inc. and Padagis, as successor in interest to Perrigo UK FINCO Limited Partnership, shall be assumed and assigned to Endo USA Inc. (one of the Purchaser Entities) pursuant to the Plan; (c) the Debtors and/or Purchaser Parent shall cure all defaults and pay all amounts owing under the Settlement Agreement as of the Effective Date or promptly thereafter, which shall not include any amounts owed for prepetition amounts, as Padagis and the Debtors agree that the prepetition outstanding Cure Amount totals \$0; and (d) the provisions regarding the treatment of indemnity claims, liabilities and other matters set forth at paragraphs 7 through 9 of the Cure Notice, the form of which notice was attached as Exhibit B to *Victor Wong's Affidavit of Service* [Docket No. 1872], apply only to Opioid-Related Activities (as such term is defined in the Cure Notice) and such provisions (and any similar or related provisions in this Confirmation Order or in the Plan) shall not apply to Padagis or the Settlement Agreement with respect to non-Opioid-Related Activities.

61. **Life Insurance Company of North America.** Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or any notice related thereto, the LINA Contracts (as defined in the *Protective Objection of Life Insurance Company of North America to Notice of*

*Proposed Assumption and Assignment of Certain Executory Contracts* [Docket No. 1906] (the “LINA Objection”)) shall be assumed and assigned to the applicable Purchaser Entity as of the Effective Date, and, in lieu of cure, all obligations due and unpaid under the LINA Contracts accruing prior to the Effective Date, shall pass through and survive assumption and assignment, and nothing in this Confirmation Order or section 365 of the Bankruptcy Code shall affect such obligations. This fully resolves the LINA Objection.

62. **Thermo Fisher**. In resolution of the objections [Docket Nos. 3709; 2411; 1125; 3625] of Thermo Fisher Scientific, Inc., Fisher Scientific Company, L.L.C., Patheon Manufacturing Services, L.L.C., Patheon Pharmaceuticals, Inc., Patheon, Inc., PPD Global Central Labs, LLC, ATP, LLC dba PPD Medical Communications, Evidera, Inc., and Life Technologies Corporation, et al. (the “Thermo Fisher Entities”), the Debtors and the Thermo Fisher Entities agree to the following terms:

- (a) Each of the Debtors’ Executory Contracts with the Thermo Fisher Entities shall be assumed and assigned without amendment, and any provision of the Assumption and Assignment Procedures or Section 7.4 of the Plan that would otherwise provide for the amendment of the Thermo Fisher Entities’ contracts upon assumption and assignment shall not apply.
- (b) For the avoidance of doubt, the Debtors agree that as cure for any postpetition contractual amounts owed to the Thermo Fisher Entities under the Thermo Fisher Entities’ assumed contracts, the Debtors or the Post-Emergence Entities, as applicable, shall pay any and all amounts owed under the Thermo Fisher Entities’ contracts as and when they come due pursuant to the terms of the Thermo Fisher Entities’ assumed contracts. The Court shall retain jurisdiction to determine any dispute related to a postpetition contractual amount.
- (c) Nothing in the Plan, Confirmation Order, or Assumption and Assignment Procedures set forth in any Cure Notice shall impair the Thermo Fisher Entities’ defenses and/or any setoff or recoupment rights, in each case subject to section 553 of the Bankruptcy Code.
- (d) The Thermo Fisher Entities’ and the Debtors’ rights are reserved with respect to paragraph 21-23 of the Thermo Fisher Entities’ limited objection to assumption and assignment [Docket No. 3625] and with respect to any request by the Thermo

Fisher Entities for regulatory-related adequate assurance of future performance under section 365 of the Bankruptcy Code.

63. **Intouch.** Notwithstanding that certain contracts of Intouch Group, LLC (“Intouch”) were listed on that certain Second Amended Cure Cost Schedule attached as Exhibit A to the Notice of Second Amended Cure Cost Schedule [Docket No. 2522], filed on July 26, 2023, the Debtors have agreed that none of the Intouch’s contracts will be assumed or assigned on the Effective Date, as all have expired by their own terms.

64. **Strides.** In resolution of the objections [Docket Nos. 1915, 3622] of Strides Pharma, Inc., (“SPI”) Strides Pharma Global PTE Ltd. (“SPG”), Strides Arcolab International Ltd. (“SAI”), and all affiliates of each of SPI, SPG, and SAI (cumulatively, “Strides”), the Debtors and Strides agree to the following terms:

- (a) Each of the Debtors’ Executory Contracts with Strides shall be assumed and assigned without amendment, and any provision of the Assumption and Assignment Procedures or Section 7.4 of the Plan that would otherwise provide for the amendment of Strides’ contracts upon assumption and assignment shall not apply.
- (b) For the avoidance of doubt, the Debtors agree that as cure for any postpetition contractual amounts owed to Strides under Strides’ assumed contracts, the Debtors shall pay any and all amounts owed under Strides’ contracts as and when they come due pursuant to the terms of Strides’ assumed contracts. The Court shall retain jurisdiction to determine any dispute related to a postpetition contractual amount.

65. **Bachem.** In resolution of the objection [Docket No. 2150] of Bachem AG and Bachem Americas Inc. (collectively, “Bachem”), the Debtors and Bachem agree that each of the Debtors’ Executory Contracts with Bachem shall be assumed and assigned without amendment except as necessary to render null and void any and all terms or provisions thereof solely to the extent such terms or provisions create an obligation of any Debtor (or any assignee or successor thereof) or any of the Debtor Insurance Policies, or give rise to a right in favor of any non-Debtor for the indemnification or reimbursement of any Entities for costs, losses, damages, fees, expenses

or any other amounts whatsoever relating to or arising from any actual or potential opioid-related litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, the Opioid-Related Activities. This fully resolves Bachem's objection.

66. **OptumRx, Inc.** On the Effective Date, Endo Pharmaceuticals Inc. shall assume and assign to Endo USA Inc. the Commercial Rebate Agreement between OptumRx, Inc. ("OptumRx") and Endo Pharmaceuticals Inc. dated January 1, 2013 (as amended or otherwise modified from time to time, the "Commercial Rebate Agreement") and/or the Medicare Part D Rebate Agreement between OptumRx and Endo Pharmaceuticals Inc. dated January 1, 2008 (as amended or otherwise modified from time to time, the "Medicare Rebate Agreement" and together with the Commercial Rebate Agreement, the "Rebate Agreements"), subject to the following releases:

- (a) OptumRx's Release: OptumRx releases and forever discharges (i) the Debtors and the Buyers, (ii) the current and former officers and directors of the Debtors and the Buyers, (iii) the Debtor Insurers<sup>6</sup> (acting in such capacity), and (iv) the Protected Parties (collectively, the "Beneficiaries of OptumRx Releases") from all liability, Claims, demands, damages, and Causes of Action (including but not limited to contractual, statutory, and common-law rights of indemnification, reimbursement, or contribution and, for the avoidance of doubt, all Opioid Claims or Opioid Demands)—whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereinafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise—related to or arising from Opioid-Related Activities occurring or existing on or before the Effective Date (collectively, the "OptumRx Opioid Claims"). For the avoidance of doubt, OptumRx Opioid Claims shall include all Opioid Claims or Opioid Demands that are asserted by OptumRx against the Beneficiaries of OptumRx Releases after the Effective Date only to the extent

---

<sup>6</sup> For purposes of this Paragraph, capitalized terms not defined herein shall have the meaning ascribed to them in the *Stipulation Among the Debtors and the DMPs Resolving the DMPs' Objection To the Bidding Procedures and Sale Motion* [ECF No. 2466].

that they are related to any conduct or circumstance occurring or existing on or before the Effective Date. Any OptumRx Opioid Claims are hereby released and discharged with no consideration on account thereof, and all Proofs of Claim in respect thereof shall be deemed expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person. OptumRx shall not receive or retain any property on account of such OptumRx Opioid Claims and not have any recourse to any Debtor or any assets of any Debtor, or any assets of the Debtors' estates, the Buyers or any assets of the Buyers, any other Protected Party or any assets of any Protected Party, or any of the GUC Trust, PPOC Trust, and the Future PI Trust and any assets of the GUC Trust, PPOC Trust, and Future PI Trust. For the avoidance of doubt, (i) OptumRx is not releasing or impairing any fees, rebates, or similar amounts owed to it under the Rebate Agreements in the ordinary course of business; (ii) OptumRx expressly reserves all DMP Defensive Rights it may have, if any; and (iii) OptumRx is not releasing or impairing any DMP Surviving Pre-Closing Date Litigation Claim and/or the claims set forth in the proofs of claim with the following Confirmation Numbers: 3045-1-SSUUD-071643943, 3045-1-DUIBS-057484065, 3045-1-LRQER-202591176, and 3045-1-YCMPP-070545647; *provided, however*, that OptumRx's sole source of recovery for the Claims identified in subsection (iii) shall be the GUC Trust.

- (b) Debtors' Release: The Debtors release and forever discharge (i) OptumRx, (ii) OptumRx's current and former officers and directors, (iii) the OptumRx Protected Parties (defined below), and (iv) OptumRx's insurers (acting in such capacity) from all liability, Claims, demands, damages, and Causes of Action (including but not limited to contractual, statutory, and common-law rights of indemnification, reimbursement, or contribution)—whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise—related to or arising from Opioid-Related Activities occurring or existing on or before the Effective Date. The Buyers shall be bound by the foregoing release in this subparagraph. No Claim, Causes of Action, liability, demand, or damage released in accordance with the first sentence of this subparagraph shall be assigned or transferred to the GUC Trust, PPOC Trust, or Future PI Trust, or any other trust to be established to benefit creditors, or be a Transferred Asset. The "OptumRx Protected Parties" are OptumRx's parents, affiliates, subsidiaries, successors, assignees, heirs, executors, nominees, managers, principals, members, partners, employees, agents, advisors (including financial advisors), attorneys (including any attorneys retained by any of OptumRx's current or former officers and directors acting in his or her capacity as an officer or director), accountants, investment bankers (including any investment bankers retained by any of OptumRx's current or former officers and directors acting in his or her capacity as an officer or director), consultants, experts, and other professionals (including any professionals

retained by any of OptumRx's current or former officers and directors acting in his or her capacity as an officer or director), or other representatives of OptumRx.

67. **Non-Prejudiced Parties Stipulation.** The following stipulation, which was read into the record at the Confirmation Hearing and further confirmed during oral argument, is hereby approved and so-ordered as set forth herein: If confirmation of the Plan, including the applicable terms of the UCC Resolution and the OCC Resolution, is reversed on appeal, or the Effective Date does not occur, then none of the Debtors, the UCC, the OCC, the FCR, nor the Ad Hoc First Lien Group (each a "Non-Prejudiced Party") and any party formed as a result of the Plan (a "Future Party") shall be prejudiced in any way in connection with any future proceeding based on the decision to (i) limit or forgo the presentation of evidence (or forgo cross examination of any witness) or (ii) forego or not participate in any argument regarding such evidence during oral argument, in each case in connection with the Confirmation Hearing. Nothing that occurs at the Confirmation Hearing, including with regard to the applicable terms of the UCC Resolution and the OCC Resolution, shall constitute or be deemed agreement or disagreement in any future proceeding or litigation by any Non-Prejudiced Party or Future Party with any position taken or evidence offered or argument made (at oral argument) by any other party at the Confirmation Hearing, *provided* that nothing herein shall operate to limit or reduce the binding nature of the Plan, the Plan Supplement documents, the applicable terms of the UCC Resolution and the OCC Resolution, this Confirmation Order, and any related findings on any party. For the avoidance of doubt, all parties agree and acknowledge that the Debtors, the UCC, the OCC, the Ad Hoc First Lien Group, and any public or private Claimant that did not object to confirmation of the Plan, including the applicable terms of the UCC Resolution and the OCC Resolution, is intended to be a "Non-Prejudiced Party."

68. **Hartford.** The Hartford Objections<sup>7</sup> shall be resolved in their entirety as follows:

(a) Subject to clause (b) below, notwithstanding any other provision of this Confirmation Order, the Plan, the RSA, the Disclosure Statement, the Disclosure Statement Order, the other Plan Documents, or any documents, decrees, or orders in related proceedings outside the United States (together with any orders, documents, exhibits, or agreements related thereto, including, without limitation, any other order, decree, or agreement or provision in any of the foregoing that purports to be preemptory or supervening, grants an injunction, discharge, or release, or requires a party to opt out of any releases, with any amendments thereto any of the foregoing, the “Specified Documents”), the Specified Documents shall not prime, discharge, cancel, release, impair, modify, or subordinate the rights of Hartford Fire Insurance Company, the Hartford Financial Services Group, or any of their affiliated sureties (individually and collectively and solely in its capacity as a surety, the “Surety”) (without the need for any further action on the part of the Surety) with respect to:

(i) any funds the Surety is holding and/or that are being held for or for the benefit of the Surety, whether in trust, as security, or otherwise, including any payments the Surety receives from or on behalf of any indemnitor or Bond Principal (as defined below) or any surety bonds or similar instruments issued or executed by the Surety on behalf of any of the Debtors and/or Non-Debtor Affiliates prior to the Effective Date (the “Bonds,” and any obligations relating in any manner to the Bonds, the “Bonded Obligations,” and any documents related thereto, the “Bond Documents,” and any principal with respect to any Bond, a “Bond Principal”);

(ii) any setoff and/or recoupment rights and/or the lien rights and/or trust fund claims of the Surety or any party to whose rights the Surety has or may be or may become subrogated as related to any Bonds and/or any existing or future subrogation or other common law rights of the Surety.

The rights of the Debtors, Post-Emergence Entities, and Plan Administrator, as applicable, to raise any objections, claims, or defenses in connection with any of the foregoing are fully preserved.

---

<sup>7</sup> The “Hartford Objections” means: (i) the *Limited Objection of the Hartford Fire Insurance Company, the Hartford Financial Services Group and their Related Affiliated Sureties to Motion of Debtors for an Order (I) Establishing Bidding, Noticing and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets and (IV) Granting Related Relief and Proposed Assumption and Assignment of Certain Contracts in Connection therewith* [Docket No. 2429]; (ii) the *Limited Objection of The Hartford Fire Insurance Company, The Hartford Financial Services Group and Their Affiliated Sureties to Motion of Debtors for an Order (I) Scheduling a Combined Hearing for Approval of the Disclosure Statement and Confirmation of the Plan; (II) Conditionally Approving the Adequacy of the Disclosure Statement; (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes, and (D) Procedures for Objections; and (IV) Granting Related Relief* [Docket No. 3393]; and (iii) any informal objections to the Plan and/or Disclosure Statement raised by Surety.

- (b) For the avoidance of doubt and notwithstanding any provision in the Specified Documents to the contrary, the Surety does not consent to the GUC Releases and, without any further action on the part of the Surety, no provision in the Specified Documents or any documents related to the foregoing shall effectuate the GUC Releases as related to the Surety and/or the Bonded Obligations.
- (c) Notwithstanding any other provision in the Specified Documents to the contrary, if a claim or claims is or are asserted against any of the Bonds, then, solely to the extent set forth in the Bond Documents, the Surety shall be granted access to, and may make copies of, any books and records that may be held by the Debtors and/or Purchaser Entities relating to any such claim.
- (d) The Purchaser Entities shall not use the Bonds and shall replace any active bonds on or before the Effective Date.
- (e) To the extent the Effective Date does not occur, the foregoing paragraphs in resolution of the Hartford Objections shall be of no force and effect, and the parties' rights are reserved.

69. **AbbVie**. In full resolution of the objections [Docket Nos. 2155, 3701] of AbbVie Inc. ("AbbVie"), and its subsidiaries and affiliated entities, including, without limitation, Aptalis Pharma Canada ULC ("Aptalis"), and Allergan Sales LLC ("Allergan") (collectively, including AbbVie, Aptalis, Allergan, and subsidiaries and affiliates of all of the foregoing, the "AbbVie Entities"), the Abbvie Entities' contracts shall be assumed and assigned without amendment, and any provision of the Assumption and Assignment Procedures or Section 7.4 of the Plan that would otherwise provide for the amendment of the Abbvie Entities' contracts upon assumption and assignment shall not apply. For the avoidance of doubt, the Abbvie Entities' rights are fully preserved and remain as they existed prior to the entry of this order with respect to any rights to assert postpetition administrative claims, setoff, or recoupment, and the resolution of the Abbvie Entities' objections will not impact any of these rights. The Abbvie Entities have not granted the third-party releases provided for in the Plan.

70. **Pfizer**. In resolution of the objections [Docket Nos. 1141, 2434, 3628, 3717] of Pfizer Inc. and its related entities, Pharmacia & Upjohn Company LLC, Pfizer Canada Inc., King

Pharmaceuticals LLC, Pfizer Australia Pty. Ltd. (collectively, the “Pfizer Entities”) the Debtors and the Pfizer Entities agree to the following terms:

- (a) Each of the Debtors’ Executory Contracts with the Pfizer Entities shall be assumed and assigned without amendment, and any provision of the Assumption and Assignment Procedures or Section 7.4 of the Plan that would otherwise provide for the amendment of the Pfizer Entities’ contracts upon assumption and assignment shall not apply.
- (b) For the avoidance of doubt, the Debtors agree that as cure for any postpetition contractual amounts owed to the Pfizer Entities under the Pfizer Entities’ assumed contracts, the Debtors or the Post-Emergence Entities, as applicable, shall pay any and all amounts owed under the Pfizer Entities’ contracts as and when they come due pursuant to the terms of the Pfizer Entities’ assumed contracts. The Court shall retain jurisdiction to determine any dispute related to a postpetition contractual amount.
- (c) Nothing in the Plan, Confirmation Order, or Assumption and Assignment Procedures set forth in any Cure Notice shall impair the Pfizer Entities’ setoff or recoupment rights, in each case subject to section 553 of the Bankruptcy Code.
- (d) The Debtors and Pfizer agree that nothing in the Plan or any related documents result in Pfizer’s grant of the third-party releases contained in the Plan. Pfizer has not agreed to grant any third-party releases and none exist with respect to Pfizer

71. **SUNY Research Foundation.** The Research Foundation for the State University of New York (“SUNY Research Foundation”) and BTC are working toward a resolution of certain matters related to the Dupuytren’s Disease License Agreement (the “Dupuytren’s License”) between the parties, to be documented in a settlement agreement (such settlement agreement, the “SUNY Dupuytren’s Settlement Agreement”). Subject to the Court’s approval of BTC’s entry into and performance under the SUNY Dupuytren’s Settlement Agreement, that agreement shall be assumed and assigned to Endo USA, Inc. If the parties fail to reach a settlement, or the Court does not approve BTC’s entry into and performance under the SUNY Dupuytren’s Settlement Agreement, SUNY Research Foundation reserves all of its rights to object to the assumption and assignment of the Dupuytren’s License between SUNY Research Foundation and the Debtors without payment of the cure amounts, as set forth in SUNY Research Foundation’s Objection to

Debtor's Notice of Cure Amounts [Docket No. 2127] (the "Cure Objection"). A preliminary hearing to consider the Cure Objection and issue a scheduling order, if necessary, shall be adjourned until 14 days following the date that the Bankruptcy Court denies the motion seeking approval of the SUNY Dupuytren's Settlement Agreement or the date on which the parties notify the Court that they have agreed to discontinue settlement negotiations.

Dated: March 22, 2024  
New York, New York

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

**Exhibit A**

**Notice of Effective Date**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Paul D. Leake  
Lisa Laukitis  
Shana A. Elberg  
Evan A. Hill  
One Manhattan West  
New York, New York 10001  
Telephone: (212) 735-3000  
Fax: (212) 735-2000

*Counsel to Debtors and Debtors in Possession*

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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**NOTICE OF (I) ENTRY OF CONFIRMATION ORDER,  
(II) OCCURRENCE OF EFFECTIVE DATE, AND  
(III) THE ADMINISTRATIVE EXPENSE CLAIMS BAR DATE**

**PLEASE TAKE NOTICE THAT:**

1. **Plan Confirmation.** On [●], 2024, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order [Docket No. [●]] (the "Confirmation Order") confirming the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan").<sup>2</sup>

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan or the Confirmation Order, as applicable.

2. **Effective Date.** On [●], 2024, the Effective Date of the Plan occurred. All conditions precedent to the Effective Date of the Plan, as set forth in Section 11.2 of the Plan, have been satisfied (or waived, as provided in Section 11.3 of the Plan), such that the Plan was substantially consummated.

3. **Settlement, Release, Injunction, and Related Provisions.** Pursuant to the Confirmation Order, the settlement, release, injunction, and related provisions in Article X of the Plan are now in full force and effect. The Plan and its provisions are binding on the Debtors, the Post-Emergence Entities, the Trusts, any and all holders of Claims or Interests (irrespective of whether such holders of Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

4. **Trust Channeled Claims.** Pursuant to the Plan and the Confirmation Order, each of the GUC Trust, the Distribution Sub-Trusts, the Public Opioid Trust, the Tribal Opioid Trust, the PPOC Trust, the Future PI Trust, the Canadian Provinces Trust, the Other Opioid Claims Trust, and the EFBD Claims Trust has been established to, among other things, resolve all asserted Trust Channeled Claims (comprised of GUC Trust Channeled Claims, State Opioid Claims, Tribal Opioid Claims, Present Private Opioid Claims (including, for the avoidance of doubt, PI Opioid Claims, NAS PI Claims, Hospital Opioid Claims, TPP Claims, and IERP II Claims), Future PI Claims, Canadian Provinces Claims, Other Opioid Claims, and EFBD Claims) channeled to such trusts, as applicable. Pursuant to the Plan and the Confirmation Order, all liabilities and responsibility for Trust Channeled Claims against the Debtors have been assumed by the applicable trust and will be treated in accordance with the applicable trust distribution procedures.

5. **Claims Based on Rejection of Executory Contracts or Unexpired Leases.** Pursuant to Section 7.2 of the Plan, all Proofs of Claim with respect to any Rejection Damages Claims must be filed with the Court and served upon counsel for the Debtors, the Post-Emergence Entities, and the GUC Trustee by the date that is, as applicable, (i) 45 days after the filing and service of the notice of the occurrence of the Effective Date; or (ii) if such Executory Contract or Unexpired Lease is subject to a pending motion seeking to reject such Executory Contract or Unexpired Lease, 30 days after the date the Bankruptcy Court enters a Final Order approving such rejection. **Any Rejection Damages Claims not filed with the Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Post-Emergence Entities, the GUC Trust, the Estates, or their property without the need for any objection by the Post-Emergence Entities or the GUC Trust or further notice to, or action, order or approval of the Court.**

6. **Final Fee Applications for Fee Claims.** Professionals or other Persons asserting Fee Claims for services rendered to the Debtors, the Committees, the FCR, or the Endo EC before the Effective Date must file and serve on the Debtors and/or the Post-Emergence Entities, and such other Persons who are designated by the applicable Bankruptcy Rules, the Confirmation Order, the Interim Compensation Order, or any other applicable order of the Court, an application for final Allowance of such Fee Claim no later than 30 days after the Effective Date. Objections to any Fee Claim must be filed and served on the Purchaser Entities, the Committees, the United

States Trustee, and the Professional requesting Allowance of such Fee Claim no later than 45 days after the Effective Date.

7. **Administrative Expense Claims.** Except as otherwise provided by the Confirmation Order, the Plan, or a Final Order of the Court, the deadline for filing requests for payment of unpaid Administrative Expense Claims is **[●], 2024** (*i.e.*, 30 days after the Effective Date) (the “Administrative Expense Claims Bar Date”). **HOLDERS OF ADMINISTRATIVE EXPENSE CLAIMS THAT ARE REQUIRED TO, BUT DO NOT, FILE AND SERVE A REQUEST FOR PAYMENT OF SUCH ADMINISTRATIVE EXPENSE CLAIMS BY THE ADMINISTRATIVE EXPENSE CLAIMS BAR DATE SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH ADMINISTRATIVE EXPENSE CLAIMS AGAINST THE DEBTORS, THE POST-EMERGENCE ENTITIES, OR THEIR RESPECTIVE PROPERTY AND ASSETS, AND SUCH ADMINISTRATIVE EXPENSE CLAIMS SHALL BE DEEMED DISCHARGED AS OF THE EFFECTIVE DATE.**

8. **Claims Objection Deadline.** “**Claims Objection Deadline**” means, for each Claim that is not a Trust Channeled Claim, the later of (a) the first Business Day that is at least 180 days after the Effective Date; and (b) such other date for objecting to Claims as may be specifically fixed by a Final Order of the Court upon the request of the applicable Post-Emergence Entities.

9. **Post-Effective Date Notice Pursuant to Bankruptcy Rule 2002.** After the Effective Date, to continue receiving documents pursuant to Bankruptcy Rule 2002, all creditors and other parties in interest must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002.

10. **Copies of Plan and Confirmation Order.** The Confirmation Order included the Plan as Exhibit A. Copies of the Confirmation Order, the Plan, and all other documents filed in these chapter 11 cases are available free of charge by visiting <https://restructuring.ra.kroll.com/Endo> or by calling the Debtors’ restructuring hotline at (877) 542-1878 (U.S. / Canada, toll-free) or +1 (929) 284-1688 (International, toll). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://ecf.nysb.uscourts.gov/>.

*[Remainder of Page Intentionally Left Blank]*

Dated: [●], 2024  
New York, New York

/s/ DRAFT \_\_\_\_\_

SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP

Paul D. Leake

Lisa Laukitis

Shana A. Elberg

Evan A. Hill

One Manhattan West

New York, New York 10001

Telephone: (212) 735-3000

Fax: (212) 735-2000

*Counsel for the Debtors and Debtors in  
Possession*

**THIS IS EXHIBIT "B"**  
**TO THE FOURTH AFFIDAVIT OF DANIEL VAS**  
**SWORN BEFORE ME OVER VIDEOCONFERENCE**  
**THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Apell*

---

Commissioner for Taking Affidavits

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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
OF ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS**

Paul D. Leake  
Lisa Laukitis  
Shana A. Elberg  
Evan A. Hill  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
One Manhattan West  
New York, New York 10001  
(212) 735-3000

*Counsel for Debtors and Debtors-in-Possession*

Dated: March 18, 2024

---

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

## TABLE OF CONTENTS

	<u>Page</u>
<b>Article I</b>	<b>Defined Terms, Rules of Interpretation, Computation of Time, and Governing Law</b>
Section 1.1	Defined Terms ..... 1
Section 1.2	Rules of Interpretation..... 81
Section 1.3	Computation of Time ..... 82
Section 1.4	Governing Law ..... 82
Section 1.5	Reference to Monetary Figures ..... 82
Section 1.6	Reference to the Debtors or the Post-Emergence Entities ..... 82
Section 1.7	Controlling Document..... 83
<b>Article II</b>	<b>Treatment of Unclassified Claims</b>
Section 2.1	Administrative Expense Claims ..... 84
Section 2.2	Fee Claims ..... 85
Section 2.3	Restructuring Expenses ..... 86
Section 2.4	IRS Administrative Expense Claims..... 87
Section 2.5	Non-IRS Priority Tax Claims ..... 87
Section 2.6	IRS Priority Tax Claims ..... 87
<b>Article III</b>	<b>Classification of Claims and Interests</b>
Section 3.1	Classification of Claims and Interests..... 87
Section 3.2	Grouping of Debtors for Convenience Only ..... 88
Section 3.3	Summary of Classification ..... 88
Section 3.4	Special Provision Governing Unimpaired Claims..... 89
Section 3.5	Voting Classes ..... 90
Section 3.6	Acceptance or Rejection of this Plan ..... 90
Section 3.7	Elimination of Vacant Classes..... 90
Section 3.8	Presumed Acceptance by Non-Voting Classes ..... 91
Section 3.9	Cramdown ..... 91
<b>Article IV</b>	<b>Treatment of Claims and Interests</b>
Section 4.1	Class 1 – Priority Non-Tax Claims..... 91
Section 4.2	Class 2 – Other Secured Claims ..... 91

Section 4.3	Class 3 – First Lien Claims .....	92
Section 4.4	Class 4(A) – Second Lien Deficiency Claims and Unsecured Notes Claims .....	93
Section 4.5	Class 4(B) – Other General Unsecured Claims .....	94
Section 4.6	Class 4(C) – Mesh Claims .....	95
Section 4.7	Class 4(D) – Ranitidine Claims .....	96
Section 4.8	Class 4(E) – Generics Price Fixing Claims .....	97
Section 4.9	Class 4(F) – Reverse Payment Claims .....	98
Section 4.10	Class 5 – U.S. Government General Unsecured Claims .....	99
Section 4.11	Class 6(A) – State Opioid Claims .....	99
Section 4.12	Class 6(B) – Local Government Opioid Claims .....	100
Section 4.13	Class 6(C) – Tribal Opioid Claims .....	100
Section 4.14	Class 7(A) – PI Opioid Claims .....	101
Section 4.15	Class 7(B) – NAS PI Claims .....	101
Section 4.16	Class 7(C) – Hospital Opioid Claims .....	102
Section 4.17	Class 7(D) – TPP Claims .....	102
Section 4.18	Class 7(E) – IERP II Claims .....	103
Section 4.19	Class 8 – Public School District Claims .....	104
Section 4.20	Class 9 – Canadian Provinces Claims .....	104
Section 4.21	Class 10 – Settling Co-Defendant Claims .....	105
Section 4.22	Class 11 – Other Opioid Claims .....	105
Section 4.23	Class 12 – EFBF Claims .....	106
Section 4.24	Class 13 – Intercompany Claims .....	107
Section 4.25	Class 14 – Intercompany Interests .....	107
Section 4.26	Class 15 – Subordinated, Recharacterized, or Disallowed Claims .....	107
Section 4.27	Class 16 – Existing Equity Interests .....	108
<b>Article V Means for Implementation</b>		
Section 5.1	Cancellation of Securities and Agreements .....	108
Section 5.2	Sources of Plan Distributions .....	110
Section 5.3	Exit Financing .....	111
Section 5.4	Issuance of Purchaser Equity .....	112
Section 5.5	Exemption from Securities Act Registration Requirements .....	112
Section 5.6	Rights Offerings .....	113

Section 5.7	Plan Administration for Remaining Debtors .....	115
Section 5.8	Tax Matters.....	116
Section 5.9	Corporate Action.....	117
Section 5.10	Vesting of Assets in the Post-Emergence Entities.....	118
Section 5.11	Restructuring Transactions .....	118
Section 5.12	Effectuating Documents; Further Transactions .....	120
Section 5.13	Preservation of Causes of Action.....	120
Section 5.14	Single Satisfaction of Claims .....	121
Section 5.15	Corporate Governance Documents and Corporate Existence .....	121
Section 5.16	Purchaser Parent Board of Directors.....	122
Section 5.17	Management Incentive Plan .....	123
Section 5.18	Employee Matters .....	123
Section 5.19	Non-GUC Trust D&O Insurance Policies and Indemnification Obligations.....	125
Section 5.20	Plan Settlements.....	126
Section 5.21	Public Disclosure Document Repository .....	154
Section 5.22	Monitor.....	155
 <b>Article VI Plan Settlements And Trusts</b>		
Section 6.1	Plan Settlements.....	156
Section 6.2	GUC Trust .....	157
Section 6.3	Mesh Claims Trust.....	159
Section 6.4	Generics Price Fixing Claims Trust.....	159
Section 6.5	Ranitidine Claims Trust .....	160
Section 6.6	Reverse Payment Claims Trust.....	160
Section 6.7	PPOC Trust.....	160
Section 6.8	PI Trust.....	164
Section 6.9	NAS PI Trust .....	167
Section 6.10	Hospital Trust .....	169
Section 6.11	IERP Trust II .....	171
Section 6.12	TPP Trust.....	174
Section 6.13	Future PI Trust.....	176
Section 6.14	Other Opioid Claims Trust .....	177
Section 6.15	EFBD Claims Trust.....	178

Section 6.16 Public Opioid Trust..... 179  
Section 6.17 Tribal Opioid Trust ..... 182  
Section 6.18 Canadian Provinces Trust..... 183  
Section 6.19 U.S. Government Resolution..... 184  
Section 6.20 Opioid School District Recovery Trust..... 185

**Article VII Treatment of Executory Contracts and Unexpired Leases**

Section 7.1 Assumption and Rejection of Executory Contracts and Unexpired Leases ..... 186  
Section 7.2 Rejection Damages Claims..... 188  
Section 7.3 Determination of Assumption and Assignment Disputes and Deemed  
Consent to Assumption ..... 188  
Section 7.4 Amendment of Contract and Releases ..... 190  
Section 7.5 Contracts With Settling Co-Defendant ..... 191  
Section 7.6 Pharmacy Agreements ..... 191  
Section 7.7 Non-GUC Trust Insurance Policies and GUC Trust D&O Insurance  
Policies ..... 192  
Section 7.8 Reservation of Rights..... 192  
Section 7.9 Contracts and Leases Entered Into After the Petition Date..... 193  
Section 7.10 Modifications, Amendments, Supplements, Restatements, or Other  
Agreements..... 193

**Article VIII Distributions**

Section 8.1 Distributions Generally ..... 194  
Section 8.2 Distribution Record Date..... 195  
Section 8.3 Date of Distributions..... 196  
Section 8.4 Fractional Shares and Cash Distributions ..... 196  
Section 8.5 Disbursing Agent ..... 197  
Section 8.6 Rights and Powers of the Disbursing Agent..... 197  
Section 8.7 Expenses of Disbursing Agent ..... 197  
Section 8.8 Distributions on Account of Claims Allowed After the Effective Date ..... 198  
Section 8.9 Undeliverable or Unclaimed Distributions..... 198  
Section 8.10 Withholding and Reporting Requirements..... 199  
Section 8.11 Setoffs ..... 199  
Section 8.12 Recoupment ..... 199  
Section 8.13 Reimbursement or Contribution ..... 199

Section 8.14	Claims Paid or Payable by Third Parties.....	200
Section 8.15	Allocations of Distributions Between Principal and Unpaid Interest.....	201
Section 8.16	No Postpetition Interest on Claims .....	201
Section 8.17	Means of Cash Payment.....	201
Section 8.18	No Distribution in Excess of Amount of Allowed Claim .....	201
<b>Article IX Procedures for Resolving Contingent, Unliquidated, and Disputed Claims</b>		
Section 9.1	Objections to Claims.....	201
Section 9.2	Allowance of Claims.....	202
Section 9.3	Distributions After Allowance.....	202
Section 9.4	Estimation of Claims.....	202
Section 9.5	Amendments to Claims .....	203
Section 9.6	Deadline to File Objections to Claims .....	203
Section 9.7	Dispute and Disallowance of Certain Co-Defendant Claims .....	203
<b>Article X Settlement, Release, Injunction, and Related Provisions</b>		
Section 10.1	Compromise and Settlement of Claims, Interests, and Controversies .....	203
Section 10.2	Debtor Releases .....	204
Section 10.3	Non-GUC Releases.....	205
Section 10.4	GUC Releases .....	206
Section 10.5	Effect of Releases .....	207
Section 10.6	Exculpation.....	207
Section 10.7	Discharge of Claims and Termination of Interests .....	208
Section 10.8	Plan Injunction.....	209
Section 10.9	Channeling Injunction.....	209
Section 10.10	Specified Debtor Insurer Injunction.....	211
Section 10.11	Voluntary Opioid Operating Injunction .....	214
Section 10.12	Term of Injunctions or Stays .....	214
Section 10.13	Release of Liens.....	214
Section 10.14	Subordinated Claims .....	215
Section 10.15	DMP Stipulation .....	215
Section 10.16	U.S. Government Parties Provisions.....	215
<b>Article XI Conditions Precedent to Confirmation of This Plan and The Effective Date</b>		
Section 11.1	Conditions Precedent to Confirmation of This Plan.....	216

Section 11.2	Conditions Precedent to the Effective Date .....	217
Section 11.3	Waiver of Conditions Precedent .....	220
Section 11.4	Effect of Failure of a Condition.....	220
<b>Article XII Modification, Revocation, or Withdrawal of This Plan</b>		
Section 12.1	Modification and Amendments .....	221
Section 12.2	Effect of Confirmation on Modifications.....	221
Section 12.3	Revocation or Withdrawal of This Plan.....	222
<b>Article XIII Retention of Jurisdiction</b>		
Section 13.1	Retention of Jurisdiction .....	222
<b>Article XIV Miscellaneous Provisions</b>		
Section 14.1	Immediate Binding Effect .....	225
Section 14.2	Statutory Fees .....	225
Section 14.3	Request for Expedited Determination of Taxes.....	226
Section 14.4	Additional Documents .....	226
Section 14.5	Reservation of Rights.....	226
Section 14.6	Successors and Assigns.....	226
Section 14.7	No Successor Liability .....	226
Section 14.8	Service of Documents .....	227
Section 14.9	Entire Agreement.....	229
Section 14.10	Severability of Plan Provisions.....	229
Section 14.11	Exhibits.....	230
Section 14.12	Waiver or Estoppel .....	230
Section 14.13	Votes Solicited in Good Faith .....	230
Section 14.14	Conflicts .....	231
Section 14.15	Dissolution of the Committees; Termination of FCR Appointment.....	231
Section 14.16	Committee Pre-Effective Date Budgets .....	231

## INTRODUCTION

The above-captioned Debtors respectfully propose the following joint chapter 11 plan of reorganization for the treatment and resolution of all outstanding Claims against and Interests in the Debtors.

Although proposed jointly for administrative purposes, this Plan constitutes a separate chapter 11 plan for each Debtor for the treatment and resolution of outstanding Claims against and Interests in such Debtor pursuant to the Bankruptcy Code, and unless otherwise set forth herein, the classifications and treatment of Claims against and Interests in the Debtors set forth in Article III and Article IV of this Plan apply separately with respect to each Debtor. Each Debtor is a proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. This Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of the Debtors' history, business, results of operations, historical financial information, projections, and future operations, as well as a summary and analysis of this Plan and certain related matters, including Distributions to be made under this Plan. There also are other agreements and documents, which will be filed with the Bankruptcy Court, that are referenced in this Plan, the Plan Supplement, or the Disclosure Statement as exhibits and schedules. All such exhibits and schedules are incorporated into and are a part of this Plan as if set forth in full herein.

Subject to section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and this Plan, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan prior to substantial consummation.

**ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

## ARTICLE I

### DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

#### *Section 1.1 Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form:

**1.1.1** “*Ad Hoc Committee of NAS Children*” means that certain ad hoc group of parents and guardians advocating on behalf of children born with NAS as set forth on the *Verified Statement of the Ad Hoc Committee of NAS Children Pursuant to Bankruptcy Rule 2019* [Docket No. 134], as such group may be reconstituted from time to time.

**1.1.2** “*Ad Hoc Cross-Holder Group*” means that certain ad hoc group of Prepetition Secured Parties and holders of Unsecured Notes as set forth on the *Fourth Amended Verified Statement of the Ad Hoc Cross-Holder Group Pursuant to Bankruptcy Rule 2019* [Docket No. 1811], as such group may be reconstituted from time to time.

**1.1.3** “*Ad Hoc First Lien Group*” means that certain ad hoc group of First Lien Creditors (together with their respective successors and permitted assigns) as set forth on the *Amended Verified Statement of the Ad Hoc First Lien Group Pursuant to Bankruptcy Rule 2019* [Docket No. 2038], as such group may be reconstituted from time to time.

**1.1.4** “*Ad Hoc Group of Hospitals*” means that certain ad hoc group of hospitals as set forth in the *Second Amended Verified Statement of the Ad Hoc Group of Hospitals Pursuant to Bankruptcy Rule 2019* filed in *In re Purdue Pharma L.P.*, Case No. 19-23649 (SHL) [Docket No. 1536], as such group may be reconstituted from time to time.

**1.1.5** “*Ad Hoc Group of Personal Injury Victims*” means that certain ad hoc group of Persons as set forth on the *Verified Statement of the Ad Hoc Group of Personal Injury Victims Pursuant to Bankruptcy Rule 2019* [Docket No. 285], as such group may be reconstituted from time to time.

**1.1.6** “*Ad Hoc Group of Public Schools*” means that certain ad hoc group of public school districts as set forth on Exhibit A to the *Amended Verified Statement of Binder & Schwartz LLP Under Federal Rule of Bankruptcy Procedures 2019* [Docket No. 2417], as such group may be reconstituted from time to time.

**1.1.7** “*Ad Hoc Group of Unsecured Noteholders*” means that certain ad hoc group of holders of Unsecured Notes as set forth on the *Amended Verified Statement of the Ad Hoc Group of Unsecured Noteholders Pursuant to Bankruptcy Rule 2019* [Docket No. 1810], as such group may be reconstituted from time to time.

**1.1.8** “*Additional Advisor Excluded Parties*” means the list of advisors, agents, and consultants, if any, that shall be deemed GUC Excluded Parties, in each case, solely to the extent necessary to realize the benefit of certain of the GUC Trust Litigation Consideration and to be agreed to by the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee. The list of Additional Advisor Excluded Parties, if any, shall be filed prior to the Voting Deadline.

**1.1.9** “*Additional Opioid Excluded Parties*” means (a) the Co-Defendants; and (b) any distributor, manufacturer, or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, Canadian First Nations, and Canadian Municipalities, Canadian Opioid Products. The Additional Opioid Excluded Parties shall be deemed Excluded Parties solely with respect to the Releases granted or deemed to be granted, as applicable, by the Specified Opioid Claimant Releasing Parties; *provided, that*, for the avoidance of doubt, the Additional Opioid Excluded Parties shall not be Excluded Parties with respect to the Releases granted or deemed to be

granted by any Non-GUC Releasing Party other than the Specified Opioid Claimant Releasing Parties or any GUC Releasing Party.

**1.1.10** “*Additional Third-Party Excluded Parties*” means the list of third-parties, if any, that shall be deemed GUC Excluded Parties, in each case, solely to the extent necessary to realize the benefit of certain of the GUC Trust Litigation Consideration and to be agreed to by the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee. The list of Additional Third-Party Excluded Parties, if any, shall be filed prior to the Voting Deadline.

**1.1.11** “*Adequate Assurance Objection*” means a timely filed objection by a counterparty to an Executory Contract or Unexpired Lease objecting to the Purchaser Entities’ or a proposed assignee’s, as applicable, ability to provide adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code, in accordance with the Disclosure Statement Order.

**1.1.12** “*Administrative Claims Bar Date*” means the deadline for filing Proofs of Claim for payment of Administrative Expense Claims, which deadline shall be 30 days after the Effective Date, unless otherwise ordered by the Bankruptcy Court.

**1.1.13** “*Administrative Expense Claims*” means any and all Claims, other than Claims of the U.S. Government (including U.S. Government Claims (which include, without limitation, IRS Administrative Expense Claims)), for costs and expenses of administration of the Debtors’ Estates pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses, incurred on or after the Petition Date through and including the Effective Date, of preserving the Estates and operating the business of the Debtors; (b) Allowed Fee Claims; (c) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code; (d) fees and charges assessed against the Estates pursuant to 28 U.S.C. 123 § 1930; and (e) all other Claims entitled to administrative claim status pursuant to a Final Order of the Bankruptcy Court.

**1.1.14** “*Affiliate*” means, with respect to any specified Person or Entity, any (a) Person or Entity that directly or indirectly owns, controls, or holds with power to vote, 20% or more of the outstanding voting securities (as defined in section 101(49) of the Bankruptcy Code) of the specified Person or Entity, other than a Person or Entity that holds such securities (i) in a fiduciary or agency capacity without sole discretionary power to vote such securities; or (ii) solely to secure a debt (as defined in section 101(12) of the Bankruptcy Code), if such entity has not in fact exercised such power to vote; (b) corporation (as defined in section 101(9) of the Bankruptcy Code), 20% or more of whose outstanding voting securities (as defined in section 101(49) of the Bankruptcy Code) are directly or indirectly owned, controlled, or held with power to vote, by a Person or Entity, or by a Person or Entity that directly or indirectly owns, controls, or holds with power to vote, 20% or more of the outstanding voting securities (as defined in section 101(49) of the Bankruptcy Code) of the specified Person or Entity, other than a Person or Entity that holds such securities (as defined in section 101(49) of the Bankruptcy Code), (i) in a fiduciary or agency capacity without sole discretionary power to

vote such securities (as defined in section 101(49) of the Bankruptcy Code); or (ii) solely to secure a debt (as defined in section 101(12) of the Bankruptcy Code), if such Person or Entity has not in fact exercised such power to vote; (c) Person or Entity whose business is operated under a lease or operating agreement by the specified Person or Entity, or Person or Entity, substantially all of whose property is operated under an operating agreement with the specified Person or Entity; or (d) Person or Entity that operates the business or substantially all of the property of the specified Person or Entity under a lease or operating agreement.

**1.1.15** “*Allowed*” means (a) with respect to a Trust Channeled Claim, such Trust Channeled Claim has been allowed in accordance with the applicable Trust Documents; and (b) with respect to any Claim (other than a Trust Channeled Claim) against a Debtor, such Claim (i) is allowed pursuant to this Plan or a Final Order; (ii) is evidenced by a Proof of Claim timely filed by the applicable Bar Date and as to which no objection has been timely filed (or is intended to be filed) by the Debtors or the applicable Post-Emergence Entities within the periods of limitation fixed by this Plan, or that is not required to be evidenced by a filed Proof of Claim under this Plan, the Bankruptcy Code, or a Final Order; or (iii) has been agreed, compromised, settled, or otherwise resolved pursuant to the authority of the Debtors. Except as otherwise specified in this Plan or any Final Order, the amount of any Allowed Claim shall not include interest or other charges on such Claim on or after the Petition Date. No Claim of any Person subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Person pays in full the amount for which it is liable to the applicable Debtor as provided in section 502(d). Correlative terms such as “Allow” and “Allowance” shall have correlated meanings.

**1.1.16** “*API*” means active pharmaceutical ingredients.

**1.1.17** “*Arnold & Porter Parties*” means Arnold & Porter Kaye Scholer LLP and any applicable Affiliates, subsidiaries, partners, employees, or other related Entities or Persons (other than, for the avoidance of doubt, (a) with respect to the Non-GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are Non-GUC Released Parties; and (b) with respect to the GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are GUC Released Parties).

**1.1.18** “*Assets*” means all of the rights, title, and interests of the Debtors, of any nature in property of any kind, wherever located, as specified in section 541 of the Bankruptcy Code.

**1.1.19** “*Assumption and Assignment Procedures*” means the Assumption and Assignment Procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, as incorporated by reference in, and amended by, the Disclosure Statement Order.

**1.1.20** “*ATOP*” means DTC’s Automated Tender Offer Program.

**1.1.21** “*Automatic Transfer Employees*” means each individual, as of immediately prior to the Effective Date, (a) who is “employed” (as defined under any applicable

Canadian Labor Law), or has an outstanding offer of employment to be employed in Canada, by any of the Debtors or their Non-Debtor Affiliates; and (b) whose employment by such Debtor or Non-Debtor Affiliate would transfer automatically by operation of law to the applicable Purchaser Entity as a result of the consummation of the Plan Transaction.

**1.1.22** “*Avoidance Action*” means any Claim, Cause of Action, or right arising under section 542, 544, 545, 547, 548, 549, 550, 551, 552, or 553 of the Bankruptcy Code.

**1.1.23** “*Backstop Commitment Agreements*” means, collectively, (a) the First Lien Backstop Commitment Agreement; and (b) the GUC Backstop Commitment Agreement.

**1.1.24** “*Backstop Premiums*” means any premiums payable under the Backstop Commitment Agreements, including the First Lien Backstop Commitment Premium and the GUC Backstop Commitment Premium.

**1.1.25** “*Ballots*” means the ballots upon which holders of Claims and Interests entitled to vote on this Plan shall cast their votes to accept or reject this Plan and make any other elections as may be made thereon, if applicable.

**1.1.26** “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. § 101, *et seq.*, as amended from time to time.

**1.1.27** “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over these Chapter 11 Cases.

**1.1.28** “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure and any corresponding local rules of the Bankruptcy Court.

**1.1.29** “*Bar Date*” means, as applicable, the General Bar Date, the Governmental Bar Date, the Administrative Claims Bar Date, the Extended Foreign Bar Date, or any other date established by the Bankruptcy Court as the deadline by which Proofs of Claim or requests for payment of Administrative Expense Claims must be filed in these Chapter 11 Cases.

**1.1.30** “*Bar Date Order*” means the *Further Amended Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Procedures for Filing Proofs of Claim; (III) Approving the Proof of Claim Forms; (IV) Approving the Form and Manner of Notice Thereof; and (V) Approving the Confidentiality Protocol* [Docket No. 2442] and any amendments or supplements thereto that have the effect of fixing, amending, or extending the deadline to file Proofs of Claim, in each case, as entered by the Bankruptcy Court.

**1.1.31** “*Bidding Procedures Order*” means the *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, and (III) Granting Related Relief* [Docket No. 1765], as may be amended from time to time and as entered by the Bankruptcy Court.

**1.1.32** “*Business Day*” means any day other than a Saturday, Sunday, or “Legal Holiday” as defined in Bankruptcy Rule 9006(a).

**1.1.33** “*Canadian Court*” means the Ontario Superior Court of Justice (Commercial List).

**1.1.34** “*Canadian Debtors*” means Debtor Paladin Labs Canadian Holding Inc. and Debtor Paladin Labs Inc.

**1.1.35** “*Canadian First Nations*” means any and all Indigenous, Metis, First Nation, or Inuit communities and governments in Canada, including Peter Ballantyne Cree Nation and Lac La Ronge Indian Band.

**1.1.36** “*Canadian Labor Laws*” means all laws of a federal, provincial, territorial, or other Governmental Authority in Canada in connection with the transfer of employment by operation of law as applicable to individuals employed by any Debtor or Non-Debtor Affiliate as of the time of consummation of the Plan Transaction, including, without limitation, section 2097 of the Civil Code of Quebec, S.Q. 1991, c. 64, and section 97 of the Act respecting labour standards, CQLR, c. N-1.1 (Que.).

**1.1.37** “*Canadian Municipalities*” means any political subdivision located in Canada (other than, for the avoidance of doubt, (a) the Canadian Provinces; (b) the Canadian First Nations; or (c) the Canadian federal government), including (i) the city of Grand Prairie; (ii) the Corp. City of Brantford; (iii) the city of Wetaskiwin; and (iv) the city of Lethbridge.

**1.1.38** “*Canadian Opioid Products*” means all current and future medications containing opioids approved by Health Canada and listed on a schedule to the Canadian federal Controlled Drugs and Substances Act and regulations thereunder (including but not limited to ABSTRAL® (fentanyl citrate), DARVON-N® (propoxyphene napsylate), METADOL® (methadone hydrochloride), METADOL-D® (methadone hydrochloride), NUCYNTA® CR (tapentadol), NUCYNTA® Extended-Release (tapentadol), TRIDURAL® (tramadol hydrochloride), STATEX® (morphine sulfate), buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol); *provided, however, that*, “Canadian Opioid Products” shall not include the following items, notwithstanding that such items would otherwise satisfy this definition of Canadian Opioid Products: (a) methadone products, buprenorphine products, or other products with a Health Canada-approved product monograph that lists the treatment of opioid or other substance use disorder, abuse, addiction, dependence or overdose in the “INDICATIONS” or “INDICATIONS AND CLINICAL USE” section, insofar as the product is being used to treat opioid abuse, addiction, dependence or overdose (except that the term “Canadian Opioid Products” shall include METADOL-D® (methadone hydrochloride)); or (b) raw materials, immediate precursors, and/or APIs used in the manufacture or study of opioids or Canadian Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to manufacturers or researchers licensed by the Canadian Office of the Controlled Substances.

**1.1.39** “*Canadian Plan Recognition Order*” means an order of the Canadian Court in recognition proceedings in respect of the Chapter 11 Cases under Part IV of the *Companies*’

*Creditors Arrangement Act* (Canada) recognizing and giving full force and effect in Canada to the Confirmation Order and this Plan.

**1.1.40** “*Canadian Provinces*” means (a) His Majesty the King in Right of the Province of British Columbia; (b) His Majesty the King in Right of Alberta; (c) the Government of Saskatchewan; (d) His Majesty the King in Right of the Province of Manitoba; (e) His Majesty the King in Right of the Province of Ontario; (f) the Attorney General of Quebec; (g) His Majesty the King in Right of the Province of New Brunswick; (h) His Majesty the King in Right of the Province of Nova Scotia; (i) His Majesty the King in Right of the Province of Newfoundland & Labrador; (j) the Government of Prince Edward Island; (k) the Government of Nunavut; (l) the Government of the Northwest Territories; and (m) the Government of Yukon.

**1.1.41** “*Canadian Provinces Claims*” means any and all Claims and Causes of Action held by Canadian Provinces or the Canadian federal government, whether existing as of the Petition Date or arising thereafter, against any of the Debtors, in any way arising out of or relating to the Canadian Opioid Products manufactured or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party, in each case, prior to the Effective 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 the Canadian Opioid Products manufactured or sold by any the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Non-GUC Released Party prior to the Effective Date, including any Claims and Causes of Action alleging deceptive marketing and/or sale of the Canadian Opioid Products.

**1.1.42** “*Canadian Provinces Class Action*” means that certain action commenced by the Canadian Provinces in the Supreme Court of British Columbia (Court File No. S819395).

**1.1.43** “*Canadian Provinces Consideration*” means a minimum aggregate amount of \$725,000 in Cash, which amount may be increased up to a maximum aggregate amount of \$7.25 million in Cash depending on the number of Canadian Provinces that grant or are deemed to grant, as applicable, the Non-GUC Releases, to be distributed in accordance with the Canadian Provinces Distribution Documents as set forth in the Canadian Provinces Term Sheet, except as otherwise agreed by the Debtors, the Required Consenting Global First Lien Creditors, and the Canadian Provinces.

**1.1.44** “*Canadian Provinces Distribution Documents*” means either (a) the Canadian Provinces Trust Agreement; or (b) any allowance and distribution agreement that may be agreed to in lieu of either or both of the foregoing documents in the foregoing clause (a), each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be (i) otherwise acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Canadian Provinces; (ii) drafted in accordance with this Plan, the Confirmation Order, and the Canadian Provinces Term Sheet (except as otherwise agreed by the Debtors, the Required Consenting Global First Lien Creditors, and the Canadian Provinces); and (iii) filed

with the Plan Supplement. The Canadian Provinces Distribution Documents shall include provisions (1) governing the submission and resolution procedures with respect to all Canadian Provinces Claims; (2) governing the determination of any Distributions to be made on account of Allowed Canadian Provinces Claims; and (3) providing for the discontinuance or withdrawal of any lawsuits relating to any such Canadian Provinces Claims and the filing of any proceedings necessary to effect such discontinuance or withdrawal.

**1.1.45** “*Canadian Provinces McKinsey Action*” means that certain action commenced by the Canadian Provinces in the Supreme Court of British Columbia (Court File No. VLC-S-S-2111367).

**1.1.46** “*Canadian Provinces Objection*” means the *Objection of His Majesty the King in Right of the Province of British Columbia and Other Canadian Governments to the Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors’ Assets and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder as Set Forth Therein* [Docket No. 2418].

**1.1.47** “*Canadian Provinces Term Sheet*” means the Voluntary Canadian Governments Resolution Term Sheet filed with the Bankruptcy Court on September 29, 2023 [Docket No. 2988], as may be amended from time to time.

**1.1.48** “*Canadian Provinces Trust*” means the trust to be established pursuant to the Canadian Provinces Distribution Documents in accordance with the Canadian Provinces Term Sheet.

**1.1.49** “*Canadian Provinces Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Canadian Provinces Trust. The Canadian Provinces Trust Agreement shall include a schedule setting forth the allocation of the Canadian Provinces Consideration as among the Canadian Provinces that are beneficiaries of the Canadian Provinces Trust.

**1.1.50** “*Canadian Provinces Trustee*” means the Person serving in such capacity as identified in the Plan Supplement and any successors or replacements duly appointed in accordance with the Canadian Provinces Distribution Documents.

**1.1.51** “*Cash*” means legal tender of the United States of America.

**1.1.52** “*Cash Collateral Order*” means the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No. 535], as may be amended from time to time and as entered by the Bankruptcy Court.

**1.1.53** “*Cause of Action*” means any Claim, action, class action, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, lien,

indemnity, contribution, rights of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys' fees and expenses, account, defense, remedy, offset, power, privilege, license, or franchise, in each case, of any kind, character, or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, Allowed or Disallowed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam, or otherwise, whether arising before, on, or after the Petition Date, whether arising under federal statutory law, state statutory law, common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, in contract or in tort, at law, in equity, or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising. For the avoidance of doubt, "Cause of Action" expressly includes (a) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable; (b) any right of setoff, counterclaim, or recoupment, and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity; (c) the right to object to or otherwise contest Claims or Interests; (d) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress and usury, and any other defense set forth in section 558 of the Bankruptcy Code; and (f) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory.

**1.1.54** "**CBA**" means the collective bargaining agreement between the Debtors and United Steelworkers Local Union 176 covering employees at the Debtors' manufacturing facility in Rochester, Michigan that are members of United Steelworkers Local Union 176.

**1.1.55** "**Change of Control**" has the meaning set forth in the First Lien Notes Indentures.

**1.1.56** "**Channeling Injunction**" means the injunction set forth in Section 10.9 of this Plan.

**1.1.57** "**Chapter 11 Cases**" means the Debtors' chapter 11 cases pending under chapter 11 of the Bankruptcy Code.

**1.1.58** "**Claim**" means any "claim" as defined in section 101(5) of the Bankruptcy Code.

**1.1.59** "**Claims Objection Deadline**" means, for each Claim that is not a Trust Channeled Claim, the later of (a) the first Business Day that is at least 180 days after the Effective Date; and (b) such other date for objecting to Claims as may be specifically fixed by

a Final Order of the Bankruptcy Court upon the request of the applicable Post-Emergence Entities (or the Plan Administrator on behalf of the applicable Remaining Debtors).

**1.1.60** “*Class*” means a category of Claims or Interests as set forth in Article III of this Plan and classified as set forth in Article III and Article IV of this Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

**1.1.61** “*CMS*” means the Centers for Medicare & Medicaid Services.

**1.1.62** “*Co-Defendant*” means any Person or Entity that is named as a defendant in any Cause of Action in any way related to any of the Debtors’ Products in which any of the Debtors is also named as a party defendant.

**1.1.63** “*Co-Defendant Claims*” means any and all Claims against the Debtors held by a Co-Defendant based upon indemnity, contribution, or similar theory with respect to any Cause of Action involving such Co-Defendant, which Cause of Action is in any way related to any of the Debtors’ Products and in which any of the Debtors is also named as a party defendant.

**1.1.64** “*COBRA*” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and any rules or regulations promulgated thereunder.

**1.1.65** “*Committees*” means the Creditors’ Committee and the Opioid Claimants’ Committee.

**1.1.66** “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

**1.1.67** “*Confirmation Date*” means the date of entry of the Confirmation Order.

**1.1.68** “*Confirmation Hearing*” means the hearing held before the Bankruptcy Court on Confirmation of this Plan pursuant to section 1128 of the Bankruptcy Code, as such hearing may be continued from time to time.

**1.1.69** “*Confirmation Order*” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code and approving the transactions contemplated hereby.

**1.1.70** “*Consenting First Lien Creditors*” has the meaning set forth in the RSA.

**1.1.71** “*Consenting Other First Lien Creditors*” has the meaning set forth in the RSA.

**1.1.72** “*Continuing Employee Plans*” means any and all compensation and benefit plans, programs, agreements and arrangements, whether written or unwritten, contractual or non-contractual, that are, in each case, adopted, sponsored, entered into, maintained, contributed to, or required to be contributed to by the Debtors and their Non-Debtor Affiliates and are applicable to any Continuing Employee or any other current or former employee,

director, or consultant of the Debtors or their Non-Debtor Affiliates, including any long-term Cash awards, but excluding any equity-based incentive awards.

**1.1.73** “*Continuing Employees*” means all of the individuals who are employed by the Debtors and their Non-Debtor Affiliates as of immediately prior to the Effective Date who are or become, as of the Effective Date, employees of the applicable Purchaser Entities.

**1.1.74** “*Corporate Governance Documents*” means the certificate of incorporation, certificate of formation, limited liability company agreement, bylaws, constitutions, memoranda and articles of association, and/or other formation documents or forms of such documents of the Purchaser Entities, as such documents may be amended or restated and which shall be in form and substance acceptable to the Required Consenting Global First Lien Creditors and reasonably acceptable to the Debtors and, with respect to any provisions materially, adversely, and disproportionately impacting the rights or entitlements of the constituencies or members of the Creditors’ Committee, reasonably acceptable to the Creditors’ Committee; *provided, however, that*, notwithstanding the foregoing, until the Purchaser Equity is listed on a national securities exchange, an over-the-counter market (OTCQX or OTCQB) or otherwise registered under the Securities Exchange Act of 1934, as amended, the Corporate Governance Documents shall (a) provide that there shall not be any equity securities of any class or series ranking senior in priority to the Purchaser Equity in respect of dividends or distributions, including liquidation distributions, or have any pay-in-kind or other accreting feature, nor shall there be outstanding any rights to acquire such securities; (b) not contain provisions to squeeze out or compel the disposition of Purchaser Equity acquired by the GUC Trust or the beneficiaries thereof unless such squeeze out or disposition is part of a sale of at least a majority of Purchaser Equity then outstanding and is on the same terms; and (c) otherwise contain customary minority protections reasonably acceptable to the Creditors’ Committee.

**1.1.75** “*Covenant Not To Collect*” has the meaning set forth in Section 10.4 of this Plan.

**1.1.76** “*Creditors’ Committee*” means the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases.

**1.1.77** “*CSA*” means the federal Controlled Substances Act, 21 U.S.C. § 801 *et seq.*

**1.1.78** “*Cure*” means the Debtors’ Cash payment, or the distribution of other property pursuant to an agreement of the applicable parties or a Final Order of the Bankruptcy Court, in each case, as necessary to cure applicable defaults under, and permit the assumption or assumption and assignment under sections 365(a) and 1123 of the Bankruptcy Code of, any Executory Contract or Unexpired Lease of one or more Debtors.

**1.1.79** “*Cure Amount*” means the amount of any Cure payment made in connection with the Debtors’ assumption or assumption and assignment of an Executory Contract or Unexpired Lease.

**1.1.80** “*Cure Notice*” means, collectively, (a) the initial notice of potential assumption and assignment that was served upon the counterparties to the Debtors’ Executory Contracts and Unexpired Leases (to the extent such Executory Contracts and Unexpired Leases were not (i) expired according to their own terms; (ii) terminated; or (iii) rejected prior to the service of such notice), which notice included, among other things, the proposed Cure Amounts, the form of which notice was attached as Exhibit B to *Victor Wong’s Affidavit of Service* [Docket No. 1872]; and (b) any subsequent notices amending the initially proposed Cure Amounts on the notice referenced in the foregoing clause (a), including but not limited to, the *Notice of Amended Cure Cost Schedule* [Docket No. 2392] and the *Notice of the Second Amended Cure Cost Schedule* [Docket No. 2522], as may be amended or supplemented from time to time.

**1.1.81** “*Cure Objection*” means an objection by a counterparty to an Executory Contract or Unexpired Lease that was timely filed by the Cure Objection Deadline and in accordance with the Assumption and Assignment Procedures.

**1.1.82** “*Cure Objection Deadline*” means (a) May 16, 2023; or (b) solely with respect to the counterparties whose Cure Amounts were modified pursuant to the *Notice of Amended Cure Cost Schedule* [Docket No. 2392], July 24, 2023.

**1.1.83** “*Customer Programs Order*” means the *Final Order (I) Authorizing Debtors to Honor Prepetition Obligations to Customers and Related Third Parties and to Otherwise Continue Customer Programs; (II) Granting Relief from Stay to Permit Setoff in Connection with the Customer Programs; (III) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (IV) Granting Related Relief* [Docket No. 316], as may be amended from time to time and as entered by the Bankruptcy Court.

**1.1.84** “*D&O Insured Person*” means any current or former director, officer, employee, or other natural person, in each case, serving in such role with any Debtor, their Estates, or any Non-Debtor Affiliate, which natural person is covered by any Non-GUC Trust D&O Insurance Policy or any GUC Trust D&O Insurance Policy.

**1.1.85** “*DEA*” means the United States Drug Enforcement Administration.

**1.1.86** “*Debtor Insurance Policies*” means, collectively, all of the Debtors’ insurance policies as of immediately prior to the Effective Date, including the GUC Trust Insurance Policies, as applicable, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies.

**1.1.87** “*Debtor Released Parties*” means the GUC Released Parties.

**1.1.88** “*Debtor Releases*” means the releases by the Debtors, their Estates, and the Post-Emergence Entities as set forth in Section 10.2 of this Plan; *provided, that*, notwithstanding anything to the contrary herein or in any other document, the Debtors, their Estates, and the Post-Emergence Entities shall not release or be deemed to release any (a) GUC Trust Litigation Claim which, for the avoidance of doubt, shall be preserved and transferred to

the GUC Trust pursuant to this Plan and in accordance with the UCC Resolution Term Sheet and the GUC Trust Documents; or (b) Specified Avoidance Action.

**1.1.89** “*Debtors*” means Endo International plc and its affiliated debtors in the Chapter 11 Cases.

**1.1.90** “*Defensive Rights*” has the meaning of “DMP Defensive Rights” set forth in the DMP Stipulation.

**1.1.91** “*DHHS Secretary*” means the Secretary of the Department of Health and Human Services.

**1.1.92** “*Disallowed*” means (a) with respect to a Trust Channeled Claim, such Trust Channeled Claim, or any portion thereof, has been Disallowed in accordance with the applicable Trust Documents; and (b) with respect to any Claim against a Debtor (other than a Trust Channeled Claim), such Claim, or any portion thereof, (i) has been Disallowed under this Plan, by a Final Order, or pursuant to a settlement or stipulation pursuant to the authority of the Debtors, the applicable Post-Emergence Entities, or the Plan Administrator (on behalf of the applicable Remaining Debtors); (ii) is listed on the Schedules as \$0.00 or as contingent, disputed, or unliquidated and as to which a Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, including the Bar Date Order, or otherwise deemed timely filed under applicable law; or (iii) is not listed on the Schedules and as to which a Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law. Correlative terms such as “Disallow” and “Disallowance” have correlative meanings.

**1.1.93** “*Disbursing Agent*” means the Purchaser Entities or the Person or Persons chosen by the Purchaser Entities (which may, for the avoidance of doubt, be the Plan Administrator) to make or facilitate Distributions pursuant to this Plan other than in respect of Trust Channeled Claims (other than Notes Claims); *provided, that*, all Distributions on account of Notes Claims shall be made to, or at the direction of, the applicable Indenture Trustee in accordance with this Plan and following the procedures specified in the applicable Indenture and, to the extent any Distribution is made by the First Lien Agent or an Indenture Trustee under this Plan, such Person shall be deemed a “Disbursing Agent” under this Plan for purposes of such Distribution. For the avoidance of doubt, “Disbursing Agents” shall not include any Trustees.

**1.1.94** “*Disclosure Statement*” means the disclosure statement for this Plan, including all exhibits and schedules thereto, as each may be amended, supplemented, or modified from time to time.

**1.1.95** “*Disclosure Statement Order*” means the order entered by the Bankruptcy Court approving the Disclosure Statement.

**1.1.96** “*Disputed*” means, with respect to a Claim or Interest (other than a Trust Channeled Claim), a Claim or Interest (other than a Trust Channeled Claim) (a) that is neither Allowed nor Disallowed under this Plan or a Final Order, nor deemed Allowed under section 502, 503, or 1111 of the Bankruptcy Code; or (b) as to which an objection or request for estimation has been timely filed (or is intended to be filed) by the Debtors, the applicable Post-Emergence Entities, or the Plan Administrator (on behalf of the Remaining Debtors) and such objection or request for estimation has not yet been withdrawn or determined by a Final Order. If only a portion of a Claim is disputed, such Claim shall be deemed Allowed or Disallowed, as applicable, in any amount not disputed, and shall be Disputed as to the balance of such Claim. For the avoidance of doubt, no Trust Channeled Claims shall be deemed Disputed Claims, and any disputes with respect to the Allowance or Disallowance or otherwise with respect to Trust Channeled Claims shall be governed by the procedures set forth in the applicable Trust Documents.

**1.1.97** “*Distribution*” means any payment or transfer of consideration in respect of Allowed Claims under this Plan pursuant to any Plan Documents.

**1.1.98** “*Distribution Date*” means the date, occurring on or as soon as reasonably practicable after the Effective Date, on which Distributions under this Plan are made to holders of Allowed Claims that are not Trust Channeled Claims and any date thereafter on which Distributions under this Plan are made to holders of Allowed Claims that are not Trust Channeled Claims. Any Distributions on account of Allowed Trust Channeled Claims shall be made on the dates and terms set forth in the applicable Trust Documents.

**1.1.99** “*Distribution Licenses*” means all licenses, permits, authorizations, and registrations issued by Health Canada or any other Governmental Authority, including drug establishment licenses, natural health product site licenses, medical device establishment licenses, if any, narcotics licenses, dealer’s licenses, precursor licenses, and cannabis drug licenses.

**1.1.100** “*Distribution Record Date*” means the date for determining which holders of Allowed Interests and Allowed Claims that are not Trust Channeled Claims (other than Notes Claims) are eligible to receive Distributions, which Distribution Record Date shall be (a) with respect to Claims other than Notes Claims and First Lien Credit Agreement Claims, five Business Days before the Effective Date; (b) with respect to First Lien Credit Agreement Claims, such date as designated by the First Lien Agent; (c) with respect to First Lien Notes Claims, such date as designated by the First Lien Notes Indenture Trustee; (d) with respect to Second Lien Deficiency Claims and Unsecured Notes Claims, such date as designated by the applicable Indenture Trustee or the GUC Trust, as applicable; or (e) such other date as designated by a Final Order of the Bankruptcy Court. For the avoidance of doubt, (i) the Distribution Record Date shall not apply with respect to holders of Trust Channeled Claims other than Notes Claims, and the date for determining which holders of Allowed Trust Channeled Claims other than Notes Claims are eligible to receive Distributions from a Trust shall be set forth in and governed by the applicable Trust Documents; and (ii) the Distribution Record Date does not apply with respect to the Debtors’ public securities, the holders of which

will receive any Distributions pursuant to the standard and customary procedures of the DTC and any other applicable securities depositories.

**1.1.101** “*Distribution Sub-Trust Claims*” means Generics Price Fixing Claims, Mesh Claims, Ranitidine Claims, and Reverse Payment Claims.

**1.1.102** “*Distribution Sub-Trust Documents*” means the Generics Price Fixing Claims Trust Documents, the Mesh Claims Trust Documents, the Ranitidine Claims Trust Documents, and the Reverse Payment Claims Trust Documents.

**1.1.103** “*Distribution Sub-Trust Documents Approval Process*” means the process for Bankruptcy Court approval of the Distribution Sub-Trust Documents as set forth in Section 5.20(b)(vi) of this Plan.

**1.1.104** “*Distribution Sub-Trusts*” means the Generics Price Fixing Claims Trust, the Mesh Claims Trust, the Ranitidine Claims Trust, and the Reverse Payment Claims Trust.

**1.1.105** “*DMP Stipulation*” means the *Amended Stipulation Among the Debtors and the DMPs Resolving the DMPs’ Objection to the Bidding Procedures and Sale Motion as approved by the Bankruptcy Court* attached as Exhibit 1 to the DMP Stipulation Order.

**1.1.106** “*DMP Stipulation Order*” means the *Order Granting Debtors’ Motion for an Order Approving the Amended Stipulation Among the Debtors and the DMPs Resolving the DMPs’ Objection to the Bidding Procedures and Sale Motion* [Docket No. 2574].

**1.1.107** “*DOJ*” means the United States Department of Justice.

**1.1.108** “*DOJ Civil Claim*” means Claim No. 3157, filed by the DOJ against certain Debtors on behalf of (a) HHS and its component agency CMS, which administers the Medicare program (“Medicare”) and is responsible for overseeing the Medicaid Program, (b) the U.S. Office of Personnel Management, which administers the Federal Employees Health Benefits program, (c) the Defense Health Agency, which administers TRICARE, and (d) the VA, in connection with the DOJ’s investigation into certain of the Debtors’ marketing, promotion, sale, and manufacturing of Opana ER, as such Claim may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**1.1.109** “*DOJ Criminal Claim*” means Claim No. 3056, filed by the DOJ against certain of the Debtors in connection with its criminal investigation of certain of the Debtors in connection with their marketing, promotion, sale, and manufacturing of Opana ER as such Claim may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**1.1.110** “*DST Act*” means the Delaware Statutory Trust Act, 12 Del. C. § 3801 *et seq.* or any successor statute, in each case, as may be amended from time to time.

**1.1.111** “*DTC*” means the Depository Trust Company and its successors and assigns.

**1.1.112** “*EFBD*” means the Extended Foreign Bar Date.

**1.1.113** “*EFBD Claims*” means Exclusively Foreign Claims held by Foreign Claimants and filed after the General Bar Date but before the Extended Foreign Bar Date, if any.

**1.1.114** “*EFBD Claims Trust*” means, in the event there are EFBD Claims, the trust to be established in accordance with the EFBD Claims Trust Documents, whose beneficiaries are the holders of EFBD Claims.

**1.1.115** “*EFBD Claims Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the EFBD Claims Trust in the event the EFBD Claims Trust is to be established.

**1.1.116** “*EFBD Claims Trust Consideration*” means up to \$200,000 in Cash to be used as set forth in the EFBD Claims Trust Agreement, including for Distributions to holders of Allowed EFBD Claims, if any, pursuant to the EFBD Claims Trust Documents.

**1.1.117** “*EFBD Claims Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of EFBD Claims, if any; and (b) the determination and payment of Distributions, if any, in each case, by the EFBD Claims Trust. For the avoidance of doubt, the EFBD Claims Trust Distribution Procedures may be contained in or included as part of the EFBD Claims Trust Agreement.

**1.1.118** “*EFBD Claims Trust Documents*” means the EFBD Claims Trust Agreement and/or the EFBD Claims Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall each be acceptable to the Debtors and the Required Consenting Global First Lien Creditors, and reasonably acceptable to the Opioid Claimants’ Committee and the Creditors’ Committee. The EFBD Claims Trust Documents shall be drafted in accordance with this Plan and the Confirmation Order, and shall be filed with the Plan Supplement.

**1.1.119** “*EFBD Claims Trustee*” means the Plan Administrator and any successors or replacements duly appointed in accordance with the EFBD Claims Trust Documents.

**1.1.120** “*Effective Date*” means the first date upon which all provisions, terms, and conditions specified in Article XI of this Plan have been satisfied or waived pursuant to the terms set forth therein.

**1.1.121** “*Endo EC*” means the Multi-State Endo Executive Committee, comprised of the seven States identified as such in the *Third Amended Verified Statement of the Multi-State Endo Executive Committee Pursuant to Bankruptcy Rule 2019* [Docket No. 2511], as may be reconstituted from time to time.

**1.1.122** “*Endo EC Professional Fees*” means (a) 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; (b) the fees owed to Houlihan Lokey Capital, Inc. pursuant to its prepetition agreement with the Debtors relating to its representation of the Endo EC, including the “Deferred Fee” (as defined therein), which Deferred Fee will be earned upon consummation of this Plan; and (c) the reasonable and documented expenses of, and the professional fees at the prevailing hourly rate incurred by, Brown Rudnick LLP, as special trust counsel to the Endo EC.

**1.1.123** “*Entity*” means any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit, or other entity.

**1.1.124** “*Escrowed Equity*” means 0.32% of the Purchaser Equity (subject to dilution only by any issuances under the Management Incentive Plan) to be deposited by the Purchaser Parent on the Effective Date in escrow with a third-party escrow agent acceptable to the Required Consenting Global First Lien Creditors and the Creditors’ Committee, subject to an escrow agreement acceptable to the Required Consenting Global First Lien Creditors and the Creditors’ Committee.

**1.1.125** “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

**1.1.126** “*Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims*” has the meaning provided in the DMP Stipulation.

**1.1.127** “*ETA*” means the Excise Tax Act, R.S.C., 1985, c. E-15 (Canada), as amended, and the regulations promulgated thereunder.

**1.1.128** “*European Economic Area*” means: (a) the 27 countries of the European Union, consisting of Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden; and (b) Iceland, Liechtenstein, and Norway.

**1.1.129** “*Excluded D&O Parties*” means Non-Continuing Directors and Excluded Former Officers.

**1.1.130** “*Excluded Former Officers*” means individuals who, as of the Petition Date, were former officers (or officer equivalents, *e.g.*, managers of an LLC) of Endo International plc or a UCC Specified Subsidiary, and, as of the Petition Date, were no longer an officer of any of the Debtors;<sup>2</sup> *provided, however, that*, if any such individual is, immediately

---

<sup>2</sup> For the avoidance of doubt, if an officer does not continue in any senior-level position post-Effective Date, such individual shall be an Excluded Former Officer; *provided, that*, such individual, to the extent employed (cont’d)

following the Effective Date, (a) a director or officer of any of the Purchaser Entities or any of their Affiliates; or (b) a senior-level employee that continues serving in a senior-level employment position post-Effective Date and performing services commensurate with such position(s), then such individual shall not be an Excluded Former Officer.

**1.1.131** “*Excluded Parties*” means (a) the McKinsey Parties; (b) the Arnold & Porter Parties; (c) any of the Debtors’ current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, the Canadian First Nations, and the Canadian Municipalities, Canadian Opioid Products (in each case of clauses (a), (b), and (c), excluding the Debtors’ (i) current and former officers, directors, and employees (in each case, solely in their respective capacities as such); and (ii) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (1) include any ordinary course professionals; but (2) exclude any Additional Advisor Excluded Parties)); (d) Practice Fusion, Inc.; (e) the Publicis Health Parties; (f) the ZS Associates Parties; and (g) solely with respect to the Specified Opioid Claimant Releasing Parties, the Additional Opioid Excluded Parties, solely in their respective capacities as such. Notwithstanding anything to the contrary herein, none of the following shall be an “Excluded Party”: the Debtors’ (1) current and former directors (including any Persons in analogous roles under applicable law), officers, and employees, in each case, solely in their respective capacities as such; and (2) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (A) include any ordinary course professionals; but (B) exclude any Additional Advisor Excluded Parties) and, for the avoidance of doubt, each Person identified in the foregoing clauses (1) and (2) shall be a Non-GUC Released Party.

**1.1.132** “*Exclusively Foreign Claims*” means any and all Claims against a Foreign Debtor which are (a) governed by the law of a jurisdiction other than the United States (including any States or Territories) or Canada (including any of its provinces or territories); and (b) held by a Foreign Claimant. For the avoidance of doubt, any Claim against a Debtor that is not a Foreign Debtor shall not be an Exclusively Foreign Claim.

**1.1.133** “*Exculpated Claim*” means, in each case, solely to the extent related to an act or omission, or arising, prior to the Effective Date, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any Claim related to any act or omission in connection with, relating to, or arising out of the Debtors’ in- or out-of-court restructuring efforts leading up to the Chapter 11 Cases, the Chapter 11 Cases, or the administration of the Chapter 11 Cases; any foreign recognition proceedings or the administration of such foreign recognition proceedings; the Sale Process, including the negotiation and pursuit thereof, any documents related thereto, and any transactions contemplated thereby or in connection therewith; the negotiation and pursuit of this Plan and the Plan Documents, the Disclosure Statement, the RSA, the Exit Financing, the Rights Offerings, the Scheme, and the Scheme Circular; this Plan, the Plan Transaction, the

---

immediately prior to the Effective Date in a senior-level non-director position, was offered employment by any of the Purchaser Entities.

Restructuring Transactions, the Plan Settlements, and any other transactions contemplated in connection with the foregoing; the negotiation and establishment of the PPOC Trust, any of the PPOC Sub-Trusts, the GUC Trust, any of the Distribution Sub-Trusts, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, the Canadian Provinces Trust, the EFBD Claims Trust, the Other Opioid Claims Trust, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution, and the U.S. Government Resolution Documents; the solicitation of votes for, and Confirmation of, this Plan, the Plan Transaction, and any other transactions or documents contemplated hereby or thereby or in connection herewith or therewith; the funding of this Plan; the pursuit of Confirmation; the occurrence of the Effective Date; the closing of the Plan Transaction; the implementation and administration of this Plan; or any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however, that*, “Exculpated Claims” shall not include (a) any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, or liability for any Claim for, or relating to, any act or omission, in each case, determined by a Final Order to be intentional fraud, gross negligence, or willful misconduct; or (b) any GUC Trust Litigation Claim.

**1.1.134** “*Exculpated Parties*” means (a)(i) the Debtors, solely in their respective capacities as such; (ii) the Post-Emergence Entities, solely in their respective capacities as such; (iii) the Creditors’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the Opioid Claimants’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (v) the FCR, solely in his capacity as such, and each of the advisors thereto, solely in their respective capacities as such; and (vi) the Plan Administrator and any advisors thereto, in each case, solely in their respective capacities as such; (b) solely to the extent consistent with section 1125(e) of the Bankruptcy Code: (i) the Prepetition Secured Parties, solely in their respective capacities as such; (ii) the Ad Hoc First Lien Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iii) the Ad Hoc Cross-Holder Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the PPOC Trust, each PPOC Sub-Trust, the GUC Trust, each Distribution Sub-Trust, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (v) the GUC Backstop Commitment Parties, solely in their respective capacities as such; (vi) the First Lien Backstop Commitment Parties, solely in their respective capacities as such; (vii) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (viii) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; and (c)(i) with respect to the Persons listed in the

foregoing clauses (a) and (b), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (ii) current and former directors (including any Persons in analogous roles under applicable law), officers, employees, and Representatives of each of the Persons listed in the foregoing clauses (a) through (c)(i), in each case, solely in their respective capacities as such. For the avoidance of doubt, and notwithstanding anything to the contrary herein, (1) no Excluded Party or GUC Excluded Party (other than the Excluded D&O Parties) shall be an Exculpated Party; (2) with respect to the Excluded D&O Parties, no Excluded D&O Party shall be exculpated from any GUC Trust Litigation Claim; and (3) if a Person is covered by clause (c) solely by virtue of their relationship with a Person in clause (b), such Person covered by clause (c) shall be exculpated solely to the extent consistent with section 1125(e) of the Bankruptcy Code.

**1.1.135** “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 and 1123 of the Bankruptcy Code.

**1.1.136** “*Existing Equity Interests*” means equity Interests in Endo International plc that existed as of immediately before the Effective Date.

**1.1.137** “*Exit Cash*” means, as of the applicable date of measurement, (a) unrestricted Cash held by all of the Debtors; and (b) any restricted Cash that is released and becomes unrestricted Cash held by any of the Debtors on or prior to the Effective Date.

**1.1.138** “*Exit Financing*” means indebtedness in an amount up to \$2.5 billion that will be incurred or deemed to be incurred, as applicable, by the Purchaser Obligors on the Effective Date, which may be in the form of the Syndicated Exit Financing, the New Takeback Debt, or a combination of both Syndicated Exit Financing and New Takeback Debt. The terms of any Exit Financing shall be acceptable to the Required Consenting Global First Lien Creditors and reasonably acceptable to the Debtors; *provided, however, that*, the advisors to Debtors and the Required Consent Global First Lien Creditors shall consult with the advisors to the Creditors' Committee with respect to the terms of any Exit Financing, and the Debtors and the Required Consent Global First Lien Creditors shall consider in good faith any comments to the terms of any Exit Financing and Exit Financing Documents reasonably requested by the Creditors' Committee.

**1.1.139** “*Exit Financing Documents*” means any agreements, indentures, commitment letters, documents, or instruments relating to any exit financing facility or facilities, including the Syndicated Exit Financing and/or the New Takeback Debt, as applicable, to be entered into by the Purchaser Obligors or the Debtors as of or before the Effective Date.

**1.1.140** “*Exit Minimum Cash Sweep*” means, in the event the Exit Minimum Cash Sweep Trigger occurs, the transfer, on the Effective Date, of any Exit Cash held by the Debtors, on a collective basis and after giving effect to the transactions occurring on the Effective Date, in excess of \$200 million to the First Lien Creditors, which transfer shall be on a pro rata basis

until the Debtors or the Purchaser Entities, as applicable, in each case, on a collective basis, hold no more than \$200 million of Exit Cash (excluding, for the avoidance of doubt, any amounts allocated to the Plan Administrator or otherwise under the Plan Administrator Agreement).

**1.1.141** “*Exit Minimum Cash Sweep Trigger*” means more than \$200 million of Exit Cash held by all of the Debtors, on a collective basis, as of immediately before the Effective Date.

**1.1.142** “*Extended Foreign Bar Date*” means the date, which is 14 days after the Confirmation Date, that is the deadline by which any Foreign Claimant that has not previously filed a Proof of Claim in respect of an Exclusively Foreign Claim must file a Proof of Claim in respect of such Exclusively Foreign Claim; *provided, that*, for the avoidance of doubt, nothing in this Plan or any Plan Document shall provide or afford any Foreign Claimant that has previously filed a Proof of Claim with any right to file any additional Proof of Claim or to amend such previously filed Proof of Claim.

**1.1.143** “*Fallback Date*” means 210 days after the Effective Date.

**1.1.144** “*Fallback Listing Determination Date*” means, in the event a Listing Event occurs prior to the Fallback Date, the date that is 30 days after such Listing Event.

**1.1.145** “*FCR*” means the future claimants’ representative appointed by the Bankruptcy Court pursuant to the FCR Order, and any successor thereto.

**1.1.146** “*FCR Order*” means the *Order (I) Appointing Roger Frankel as Future Claimants’ Representative; and (II) Granting Related Relief* [Docket No. 318], as amended by the *Amended Order (I) Appointing Roger Frankel as Future Claimants’ Representative; and (II) Granting Related Relief* [Docket No. 2582], as may be further amended from time to time and as entered by the Bankruptcy Court.

**1.1.147** “*FCR Resolution*” means the resolution reached as a result of the Mediation with the FCR resolving certain disputes, the terms of which are set forth in the Future Trust Term Sheet.

**1.1.148** “*FDA*” means the United States Food and Drug Administration.

**1.1.149** “*Fee Claim*” means a Claim for accrued, contingent, and/or unpaid fees (including success fees) for legal, financial advisory, accounting, and other services, and all obligations for reimbursement of expenses rendered or incurred by any retained Professional in the Chapter 11 Cases, in each case, before the Effective Date and subject to any applicable fee caps, that (a) are Allowable under sections 328, 330(a), 331, 363, and/or 503 of the Bankruptcy Code; and (b) have been or, in the future are, approved by the Bankruptcy Court, in each case, to the extent not previously paid.

**1.1.150** “*FFDCA*” means the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 301, *et seq.*

**1.1.151** “*Final Order*” means an order or judgment of a court of competent jurisdiction with respect to the relevant subject matter, which order or judgment has not been reversed, stayed, modified, or amended, and as to which the time to appeal, petition for certiorari, or move for reargument, reconsideration, or rehearing has expired or has been waived and no appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing has been timely taken or filed, or as to which any appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing that has been taken or any petition for certiorari that has been, or may be, filed has been resolved by the highest court to which such order or judgment could be appealed or from which certiorari could be sought, or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order or judgment, or has otherwise been dismissed with prejudice; *provided, however, that*, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or any comparable rule may be filed relating to such order or judgment shall not cause such order or judgment to not be a Final Order.

**1.1.152** “*Firm*” has the meaning set forth in the Disclosure Statement Order.

**1.1.153** “*First A&R RSA*” means the Amended and Restated Restructuring Support Agreement filed with the Bankruptcy Court on March 24, 2023 [Docket No. 1502].

**1.1.154** “*First Lien Accrued and Unpaid Adequate Protection Payments*” means the accrued and unpaid First Lien Adequate Protection Payments through and including the Effective Date payable in respect of the applicable Allowed First Lien Claim pursuant to the Cash Collateral Order.

**1.1.155** “*First Lien Adequate Protection Payments*” has the meaning set forth in the Cash Collateral Order.

**1.1.156** “*First Lien Agent*” means JP Morgan Chase Bank, N.A., in its capacity as administrative agent under the First Lien Credit Agreement.

**1.1.157** “*First Lien Backstop Commitment Agreement*” means the Amended and Restated Backstop Commitment Agreement with Respect to the First Lien Creditor Offering, dated as of December 28, 2023, as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms. For the avoidance of doubt, no Debtor or Non-Debtor Affiliate was a party to the Backstop Commitment Agreement with Respect to the First Lien Creditor Offering, dated as of May 9, 2023, and, notwithstanding anything herein to the contrary, no Debtor or Non-Debtor Affiliate has any obligation to any Person under such agreement and no such obligations are created or implied thereby.

**1.1.158** “*First Lien Backstop Commitment Parties*” means the Consenting First Lien Creditors party to the First Lien Backstop Commitment Agreement.

**1.1.159** “*First Lien Backstop Commitment Premium*” means, collectively, the “Commitment Premium” and the “Additional Premium,” each as defined in the First Lien Backstop Commitment Agreement.

**1.1.160** “*First Lien Claims*” means any and all Claims on account of Prepetition First Lien Indebtedness, including, without limitation, any Make-Whole Claims.

**1.1.161** “*First Lien Collateral Trustee*” means Wilmington Trust, National Association, in its capacity as collateral trustee under 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.

**1.1.162** “*First Lien Credit Agreement*” means that that certain amended and restated credit agreement, dated as of March 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among Endo International, plc, Endo Luxembourg Finance Company I S.à r.l, and Endo LLC, the First Lien Agent, JP Morgan Chase Bank, N.A., in its capacity as swingline lender and issuing bank, and certain Prepetition First Lien Lenders, together with all other documentation executed in connection therewith, including, without limitation, the Collateral Documents (as defined in the First Lien Credit Agreement) and each other Loan Document (as defined in the First Lien Credit Agreement) executed in connection therewith.

**1.1.163** “*First Lien Credit Agreement Claims*” means the First Lien Claims arising under the First Lien Credit Agreement.

**1.1.164** “*First Lien Creditors*” means holders of Allowed First Lien Claims.

**1.1.165** “*First Lien ERO Amount*” means \$340 million.

**1.1.166** “*First Lien ERO Enterprise Value*” means \$3.275 billion.

**1.1.167** “*First Lien Notes*” means any notes issued pursuant to the First Lien Notes Indentures.

**1.1.168** “*First Lien Notes Claims*” means the First Lien Claims arising under the First Lien Notes Indentures.

**1.1.169** “*First Lien Notes Indenture Trustee*” means Computershare Trust Company, National Association (as successor trustee to Wells Fargo Bank, National Association), as indenture trustee under each of the First Lien Notes Indentures.

**1.1.170** “*First Lien Notes Indentures*” mean (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; (b) that certain Indenture, dated as of March 28, 2019, for the 7.500% Senior Secured Notes due 2027, by and among Par Pharmaceutical, Inc., as issuer, each of the guarantors party thereto, and the First Lien Notes

Indenture 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, each of the guarantors party thereto, and the First Lien Notes Indenture Trustee, in each case, together with all other related documents, instruments, and agreements, and as each may be supplemented, amended, restated, or otherwise modified from time to time.

**1.1.171** “*First Lien Rights Offering*” means a new money rights offering to be consummated by Purchaser Parent and backstopped in accordance with the First Lien Backstop Commitment Agreement, pursuant to which holders of Allowed First Lien Claims shall have the opportunity to exercise their respective First Lien Subscription Rights in accordance with the First Lien Rights Offering Procedures, the Rights Offering Order, and this Plan.

**1.1.172** “*First Lien Rights Offering Documents*” means the First Lien Rights Offering Procedures, the First Lien Backstop Commitment Agreement, the Rights Offering Order, and any other definitive documents governing the First Lien Rights Offering.

**1.1.173** “*First Lien Rights Offering Procedures*” means the procedures governing the First Lien Rights Offering as set forth in the Rights Offering Order, as may be amended, modified, or supplemented in accordance with the terms of the Rights Offering Order, which procedures shall be in form and substance acceptable to the Debtors and the Required First Lien Backstop Commitment Parties.

**1.1.174** “*First Lien Subscription Rights*” means the right of holders of Allowed First Lien Claims to acquire Purchaser Equity pursuant to the First Lien Rights Offering.

**1.1.175** “*Foreign Claimants*” means holders of Claims against the Debtors that are (a) individuals that are not domiciled in the United States or Canada; or (b) corporate Entities that are incorporated pursuant to the law of a jurisdiction other than the United States (including any States or Territories) or Canada (including any of its provinces or territories).

**1.1.176** “*Foreign Debtors*” means any Debtors which are incorporated pursuant to the laws of a jurisdiction other than (a) the United States or (b) Canada.

**1.1.177** “*FSMA*” means the UK Financial Services and Markets Act 2000, as amended.

**1.1.178** “*Future Mesh Claims*” means any and all Claims against the Debtors held by individuals (a) who have had a transvaginal mesh Product manufactured by any of the Debtors, the Non-Debtor Affiliates, any of their respective current and former Affiliates, or any of their respective predecessors implanted in such individual before the Petition Date; and (b) whose first injury from such implantation manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date. For the avoidance of doubt, any Claim of any individual (1) who filed a Proof of Claim (or who had a Proof of Claim filed on their behalf) in the Chapter 11 Cases; (2) who has had a transvaginal mesh product sold, manufactured, or marketed by any of the Debtors, the Non-Debtor Affiliates, or any of their

respective predecessors implanted into such individual before the Petition Date; and (3) whose first injury from such implantation manifested before the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, is not a Future Mesh Claim.

**1.1.179** “*Future Mesh Trust Balance*” means, at the applicable time of measurement, the amount of funds held by the Future PI Trust for Trust Operating Expenses and Distributions to holders of Allowed Future Mesh Claims.

**1.1.180** “*Future Mesh Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of Future Mesh Claims; and (b) the determination and payment of Distributions, if any, in each case, by the Future PI Trust.

**1.1.181** “*Future Mesh Trust Share*” means the funding provided to the Future PI Trust for Distributions to holders of Allowed Future Mesh Claims, which shall be funded by the Debtors and/or the Purchaser Entities, as applicable, in an aggregate amount of up to \$495,000 in Cash.

**1.1.182** “*Future NAS PI Claims*” means any and all Claims held by natural persons who (a) were diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication; and (b) are born after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, but before the date that is the later of (i) 10 months after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date; and (ii) the Effective Date.

**1.1.183** “*Future NAS PI Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of Future NAS PI Claims; and (b) the determination and payment of Distributions, if any, in each case, by the Future PI Trust.

**1.1.184** “*Future Opioid PI Claims*” means any and all Claims held by a natural person (a) resulting from an injury to such natural person identified on the claim form attached as Exhibit A to the Future Opioid PI Trust Distribution Procedures, which injury resulted from such natural person’s exposure to Opioids or opioid replacement or treatment medication; (b) arising from (i) such natural person’s own use of a Qualifying Opioid; or (ii) the use by a decedent of a Qualifying Opioid, in each case, prior to January 1, 2019; and (c) whose first injury resulting from such use manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date. For the avoidance of doubt, any Claims involving opioid use where the first use of a Qualifying Opioid was on January 1, 2019, or later are not Future Opioid PI Claims.

**1.1.185** “*Future Opioid PI/NAS PI Trust Balance*” means, at the applicable time of measurement, the amount of funds held by the Future PI Trust for Trust Operating Expenses

and Distributions to holders of Allowed Future NAS PI Claims and Allowed Future Opioid PI Claims.

**1.1.186** “*Future Opioid PI/NAS PI Trust Share*” means the funding provided to the Future PI Trust for Distributions to holders of Allowed Future Opioid PI Claims and Allowed Future NAS PI Claims, as applicable, which shall be funded by the Debtors and/or the Purchaser Entities, as applicable, in an aggregate amount of up to \$11.385 million in Cash.

**1.1.187** “*Future Opioid PI Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of Future Opioid PI Claims; and (b) the determination and payment of Distributions, if any, in each case, by the Future PI Trust.

**1.1.188** “*Future PI Claimants*” means holders of Future PI Claims.

**1.1.189** “*Future PI Claims*” means Future Mesh Claims, Future NAS PI Claims, and Future Opioid PI Claims.

**1.1.190** “*Future PI Trust*” means the future personal injury trust to be established to, among other things, (a) assume all liability for Future PI Claims; (b) receive the Future PI Trust Consideration; (c) administer Future PI Claims; and (d) make Distributions to holders of Allowed Future PI Claims, in each case, in accordance with the Future PI Trust Documents.

**1.1.191** “*Future PI Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Future PI Trust.

**1.1.192** “*Future PI Trust Consideration*” means (a) the Future Opioid PI/NAS PI Trust Share, *plus* (b) the Future Mesh Trust Share.

**1.1.193** “*Future PI Trust Distribution Procedures*” means, collectively, the Future Mesh Trust Distribution Procedures, the Future NAS PI Trust Distribution Procedures, and the Future Opioid PI Trust Distribution Procedures.

**1.1.194** “*Future PI Trust Documents*” means the Future PI Trust Agreement and the Future PI Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the FCR. The Future PI Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the Future Trust Term Sheet, and shall be filed with the Plan Supplement.

**1.1.195** “*Future PI Trust Indemnified Parties*” means the Future PI Trustee, the Delaware Trustee (as defined in the Future PI Trust Agreement), the FCR, and the respective professionals of the Future PI Trust (including the claims administrator thereof and its staff and agents).

**1.1.196** “*Future PI Trustee*” means Edgar C. Gentle, III, Esq. and any successors or replacements duly appointed by the FCR.

**1.1.197** “*Future Trust Term Sheet*” means the Stalking Horse Bidder-FCR Resolution Term Sheet filed with the Bankruptcy Court on July 13, 2023 [Docket No. 2415], as may be amended from time to time.

**1.1.198** “*General Bar Date*” means July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).

**1.1.199** “*Generics Price Fixing Claims*” means any and all Claims or Causes of Action against the Debtors (a) arising out of, relating to, or in connection with alleged price fixing of generics products, specifically (i) all Claims and Causes of Action against the Debtors in the Generics Price Fixing MDL, including any opt-outs from the Generics Price Fixing MDL; and (ii) any other similar Claims and Causes of Action against the Debtors arising from the same nucleus of operative allegations at issue in the Generics Price Fixing MDL; and (b) for which a Proof of Claim was filed by the General Bar Date (including, for the avoidance of doubt, any consolidated, “class,” or similar Proof of Claim submitted in accordance with the Bar Date Order).

**1.1.200** “*Generics Price Fixing Claims Trust*” means the trust to be established as a Distribution Sub-Trust in accordance with the Generics Price Fixing Claims Trust Documents, whose beneficiaries are the holders of Generics Price Fixing Claims.

**1.1.201** “*Generics Price Fixing Claims Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Generics Price Fixing Claims Trust.

**1.1.202** “*Generics Price Fixing Claims Trust Consideration*” means \$16 million in Cash from the GUC Trust Consideration to be distributed by the GUC Trust to the Generics Price Fixing Claims Trust and used as set forth in the Generics Price Fixing Claims Trust Agreement, including for Distributions to holders of Allowed Generics Price Fixing Claims.

**1.1.203** “*Generics Price Fixing Claims Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of Generics Price Fixing Claims; and (b) the determination and payment of Distributions, if any, in each case, by the Generics Price Fixing Claims Trust. The Generics Price Fixing Claims Trustee shall determine the allocation of funds among holders of Allowed Generics Price Fixing Claims in accordance with the Generics Price Fixing Claims Trust Documents, which allocation shall be reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and acceptable to the Creditors’ Committee. For the avoidance of doubt, the Generics Price Fixing Claims Trust Distribution Procedures may be contained in or included as part of the Generics Price Fixing Claims Trust Agreement.

**1.1.204** “*Generics Price Fixing Claims Trust Documents*” means the GUC Trust Documents, the Generics Price Fixing Claims Trust Agreement, and/or the Generics Price

Fixing Claims Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall each be acceptable to the Debtors and the Creditors' Committee and reasonably acceptable to the Required Consenting Global First Lien Creditors; *provided, that*, once the Generics Price Fixing Claims Trust Documents are agreed to by the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors' Committee, any subsequent amendments or modifications to the Generics Price Fixing Claims Trust Documents shall be reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors' Committee; *provided, further, that*, with respect to (a) any provisions in any of the Generics Price Fixing Claims Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed Generics Price Fixing Claim in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors' Committee; and (b) the allocation of the Generics Price Fixing Claims Trust Consideration, such allocation shall be acceptable to the Creditors' Committee and reasonably acceptable to the Debtors and the Required Consenting Global First Lien Creditors. The Generics Price Fixing Claims Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the UCC Resolution Term Sheet, and shall be filed pursuant to the Distribution Sub-Trust Documents Approval Process.

**1.1.205** “*Generics Price Fixing Claims Trustee*” means the Person identified as serving in such capacity in the Generics Price Fixing Claims Trust Agreement and any successors or replacements duly appointed in accordance with the Generics Price Fixing Claims Trust Documents.

**1.1.206** “*Generics Price Fixing MDL*” means the case of *In re Generics Pharmaceuticals Pricing Antitrust Litigation*, 16-MD2724 (E.D. Pa.) (MDL 2724).

**1.1.207** “*GoldenTree*” means GoldenTree Asset Management LP or its Affiliates.

**1.1.208** “*Governmental Authority*” means any United States or non-United States national, federal, provincial, territorial, state, municipal, or local governmental, regulatory or administrative authority, agency, court or commission, or any other judicial or arbitral body (including, without limitation, the Bankruptcy Court), and including any “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

**1.1.209** “*Governmental Bar Date*” means May 31, 2023, at 5:00 p.m. (prevailing Eastern time).

**1.1.210** “*GST/HST*” means any goods and services tax and harmonized sales tax payable under Part IX of the ETA (including, for greater certainty, the provincial component of any harmonized sales tax).

**1.1.211** “*GUC Backstop Commitment Agreement*” means the Amended and Restated Backstop Commitment Agreement with Respect to the Unsecured Creditor Offering, dated as of December 28, 2023, as may be amended, restated, amended and restated,

supplemented, or otherwise modified from time to time in accordance with its terms. For the avoidance of doubt, no Debtor or Non-Debtor Affiliate was a party to the Backstop Commitment Agreement with Respect to the Unsecured Creditor Offering, dated as of April 24, 2023, and, notwithstanding anything herein to the contrary, no Debtor or Non-Debtor Affiliate has any obligation to any Person under such agreement and no such obligations are created or implied thereby.

**1.1.212** “*GUC Backstop Commitment Parties*” means the Consenting First Lien Creditors party to the GUC Backstop Commitment Agreement.

**1.1.213** “*GUC Backstop Commitment Premium*” means the “Commitment Premium” as defined in the GUC Backstop Commitment Agreement.

**1.1.214** “*GUC Excluded Parties*” means (a) the Excluded Parties; and (b)(i) the TPG Parties; (ii) the Insurance Advisor Parties; (iii) the Additional Advisor Excluded Parties; (iv) the Additional Third-Party Excluded Parties and (v) the Excluded D&O Parties (subject to the Covenant Not To Collect).

**1.1.215** “*GUC Released Parties*” means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and each Prepetition Secured Party, in each case, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) the Debtors’ current officers (as of or after the Petition Date); (n) the Debtors’ directors (including any Persons in any analogous roles under applicable law) that continue serving in their capacity as directors with, or become directors of, any of the Purchaser Entities after the Effective Date or continue or begin serving in any other prior senior-level

employment position<sup>3</sup> after the Effective Date and performing services commensurate with such prior position;<sup>4</sup> (o) current and former officers and directors (including any Persons in any analogous roles under applicable law) of subsidiaries of Endo International plc that are not UCC Specified Subsidiaries; (p) with respect to each of the foregoing Persons listed in clauses (a) through (c), such Persons' predecessors, successors, assigns, current and former subsidiaries and Affiliates, heirs, executors, estates, nominees, current and former employees, advisors, agents, and consultants (including any professional retained by the Debtors in the Chapter 11 Cases except, with respect to ordinary course professionals, as may be agreed on a case-by-case basis, and excluding the Arnold & Porter Parties, the McKinsey Parties, the Insurance Advisor Parties, the Additional Advisor Excluded Parties, and any other GUC Excluded Party), in each case, solely in their respective capacities as such; and (q) with respect to each of the foregoing Persons listed in clauses (d) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, nominees, current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. For the avoidance of doubt, no GUC Excluded Party shall be a GUC Released Party.

**1.1.216** “*GUC Releases*” means the releases by the GUC Releasing Parties set forth in Section 10.4 of this Plan.

**1.1.217** “*GUC Releasing Parties*” means (a) the GUC Trust; (b) each Distribution Sub-Trust; (c) each holder of (i) an Other General Unsecured Claim; (ii) a Mesh Claim; or (iii) a Ranitidine Claim, in each case, that (1) votes to accept this Plan; (2) was solicited to vote to accept or reject this Plan but who does not vote either to accept or reject this Plan and, further, opts in to grant the GUC Releases; or (3) votes to reject this Plan and opts in to grant the GUC Releases; (d) each holder of (i) a Second Lien Deficiency Claim; (ii) an Unsecured Notes Claim; (iii) a Generics Price Fixing Claim; or (iv) a Reverse Payment Claim, in each case, that (1) votes to accept this Plan; (2) was solicited to vote to accept or reject this Plan but who does not vote either to accept or reject this Plan and, further, does not opt out of granting the GUC Releases; or (3) votes to reject this Plan and opts in to grant the GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a) through (d), in each case, solely in their respective capacities as such.

**1.1.218** “*GUC Rights Offering*” means the new money rights offering to be consummated by Purchaser Parent and backstopped pursuant to the GUC Backstop Commitment Agreement, the subscription for which was commenced on June 21, 2023,

---

<sup>3</sup> For the avoidance of doubt, any individual serving in a position of Band D or higher shall be deemed to be serving in a senior-level employment position.

<sup>4</sup> For the avoidance of doubt, if a director does not continue in the same position or one or more position(s) of similar seniority post-Effective Date, such individual shall not be a GUC Released Party or a Non-GUC Released Party under this clause (n); *provided, that*, to the extent employed immediately prior to the Effective Date in a senior-level non-director position, such individual was offered employment by any of the Purchaser Entities.

permitting holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims to exercise their respective GUC Subscription Rights in accordance with the GUC Rights Offering Documents.

**1.1.219** “*GUC Rights Offering Documents*” means the GUC Rights Offering Procedures, the GUC Backstop Commitment Agreement, the letter from the UCC describing the GUC Rights Offering included in the materials distributed by the Debtors in connection with the Bar Date Order, the Rights Offering Order, and any other definitive documents governing the GUC Rights Offering.

**1.1.220** “*GUC Rights Offering Procedures*” means the procedures governing the GUC Rights Offering, including the GUC Rights Offering Supplement, as set forth in the Rights Offering Order, as may be amended, modified, or supplemented in accordance with the Rights Offering Order, which shall be in form and substance acceptable to the Debtors, the Required GUC Backstop Commitment Parties, and the Creditors’ Committee.

**1.1.221** “*GUC Rights Offering Supplement*” means the supplement to the initial GUC Rights Offering Procedures, effective June 21, 2023, extending withdrawal rights for holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims that exercised their GUC Subscription Rights in the GUC Rights Offering prior to the GUC Subscription Deadline.

**1.1.222** “*GUC Subscription Deadline*” means July 18, 2023, at 5:00 p.m. (prevailing Eastern Time).

**1.1.223** “*GUC Subscription Rights*” means the rights of holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims to acquire Purchaser Equity pursuant to the GUC Rights Offering.

**1.1.224** “*GUC Trust*” means the Voluntary GUC Creditor Trust to be established pursuant to the UCC Resolution Term Sheet and in accordance with the GUC Trust Documents.

**1.1.225** “*GUC Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the GUC Trust, filed with the Plan Supplement, as may be amended from time to time.

**1.1.226** “*GUC Trust Cash Consideration*” means \$60 million in Cash, subject to adjustment as set forth in the UCC Resolution Term Sheet, including to the extent that the professional fees of the Creditors’ Committee incurred on and from April 1, 2023, through and including October 31, 2023, were less than the fee cap provided in the UCC Resolution Term Sheet, in which case, the GUC Trust Cash Consideration shall be increased by an amount equal to 50% of difference between (a) the fee cap set forth in the UCC Resolution Term Sheet; and (b) the fees actually incurred by the Creditors’ Committee during the aforementioned period, in each case, in accordance with the UCC Resolution Term Sheet.

**1.1.227** “*GUC Trust Channeled Claims*” means (a) Second Lien Deficiency Claims; (b) Unsecured Notes Claims; (c) Other General Unsecured Claims; and (d) Distribution Sub-Trust Claims.

**1.1.228** “*GUC Trust Class A Units*” means the units to be issued by the GUC Trust to holders of Allowed Second Lien Deficiency Claims or Allowed Unsecured Notes Claims on account of such Claims, which represent the right to receive Distributions from the GUC Trust in accordance with the GUC Trust Documents.

**1.1.229** “*GUC Trust Class B Units*” means the units to be issued by the GUC Trust to holders of Allowed Other General Unsecured Claims on account of such Claims, which shall represent the right to receive Distributions from the GUC Trust in accordance with the GUC Trust Documents.

**1.1.230** “*GUC Trust Consideration*” means (a) the GUC Trust Cash Consideration; (b) the GUC Trust Purchaser Equity; *provided, that*, notwithstanding anything to the contrary herein or in any other Plan Document, the GUC Trust Purchaser Equity shall be distributed directly to holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims pursuant to Section 5.20(b)(i)(3) of this Plan; (c) the GUC Subscription Rights; and (d) the GUC Trust Litigation Consideration.

**1.1.231** “*GUC Trust Cooperation Agreement*” means an agreement between the Purchaser Entities and the GUC Trust, to be operative as of and after the Effective Date, (a) transferring to the GUC Trust, inter alia, documents, information, and privileges necessary for the pursuit and administration by the GUC Trust of the GUC Trust Litigation Claims and GUC Trust Channeled Claims; and (b) providing for reasonable terms for cooperation between the Purchaser Entities and the GUC Trust regarding the same.

**1.1.232** “*GUC Trust D&O Insurance Claims*” means any Estate Claims or Causes of Action against any insurers that issued GUC Trust D&O Insurance Policies; *provided, that*, “GUC Trust D&O Insurance Claims” shall be limited to those Claims related to (a) breach of contract; and (b) recovery of past costs, in each case, under the GUC Trust D&O Insurance Policies.

**1.1.233** “*GUC Trust D&O Insurance Policies*” means the Debtors’ 2018-19 director and officer insurance policies and all director and officer insurance policies issued in years preceding 2018-19, including any associated tail endorsements (including commercial side A coverage in such policy years but, for the avoidance of doubt, not including the Non-GUC Trust D&O Insurance Policies).

**1.1.234** “*GUC Trust Disputed Claims Reserve*” means the amount of any Distributions reserved on account of any Other General Unsecured Claims deemed disputed by the GUC Trust pursuant to the GUC Trust Documents.

**1.1.235** “*GUC Trust Documents*” means the UCC Resolution Term Sheet, the GUC Trust Agreement, the GUC Trust Cooperation Agreement, and the UCC Allocation, each as

may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall each be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors' Committee; *provided, that*, once the GUC Trust Documents are agreed to by the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors' Committee, any subsequent amendments or modifications to the GUC Trust Documents shall be reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors' Committee; *provided, further, that*, with respect to any provisions in any of the GUC Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed GUC Trust Channeled Claim in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors' Committee. The GUC Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the UCC Resolution Term Sheet, and shall be filed with the Plan Supplement.

**1.1.236** “*GUC Trust Insurance Policies*” means any known or unknown insurance policies that do or may provide coverage to the Debtors for (a) GUC Trust Channeled Claims; and/or (b) Opioid Claims, in each case, including but not limited to known or unknown products liability insurance policies, commercial general liability insurance policies, and life sciences policies, including but not limited to those known policies set forth on Schedule 2 of the UCC Resolution Term Sheet but, in each case, excluding (i) the GUC Trust D&O Insurance Policies; (ii) Non-GUC Trust Insurance Policies; and (iii) workers' compensation policies, auto liability policies, first-party property policies, fiduciary liability, crime, cyber, and any other policies identified either specifically or categorically in the Schedule of Excluded Insurance Policies.

**1.1.237** “*GUC Trust Insurance Rights*” means (a) all of the Debtors' rights, including rights to Claims and/or proceeds, titles, privileges, interests, demands, or entitlements to any proceeds, payments, benefits, Causes of Action, choses in action, defense, or indemnity arising under, or attributable to the GUC Trust Insurance Policies, in each case, whether now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent; and (b) the sole and exclusive right to the GUC Trust D&O Insurance Claims. For the avoidance of doubt, the transfer of the GUC Trust Insurance Rights and the pursuit of the GUC Trust D&O Insurance Claims pursuant to the foregoing clauses (a) and (b) shall not impair the rights, if any, of any D&O Insured Person under any GUC Trust Insurance Policy, GUC Trust D&O Insurance Policy, or Non-GUC Trust Insurance Policy.

**1.1.238** “*GUC Trust Litigation Claims*” means any Claims and Causes of Action included in the GUC Trust Litigation Consideration.

**1.1.239** “*GUC Trust Litigation Consideration*” means (a)(i) all Claims and Causes of Action held by the Debtors and their Estates against the GUC Excluded Parties (and any privileges attendant to such Claims and Causes of Action), including, for the avoidance of doubt, Claims and Causes of Action against (1) the McKinsey Parties; (2) the Arnold & Porter

Parties<sup>5</sup>; (3) the TPG Parties; (4) the Insurance Advisor Parties; (5) any insurers that issued director and officer insurance policies to the Debtors prior to 2020, *provided, that*, such Claims are limited to those related to breach of contract and recovery of past costs under insurance policies issued to the Debtors prior to 2020; (6) the Excluded D&O Parties, solely with respect to actions taken prior to August 1, 2019, and *provided, that*, the GUC Trust and all other GUC Releasing Parties shall be subject to the Covenant Not To Collect; and (7) the Additional Third-Party Excluded Parties and Additional Advisor Excluded Parties; and (ii) other rights, Claims, or Causes of Action related to those in the foregoing clause (i) to be agreed upon and specifically enumerated by the Debtors, the Creditors' Committee, and the Required Consenting Global First Lien Creditors, in each case, to the extent necessary to realize the benefit of certain of the GUC Trust Consideration, a list of which, if any, shall be filed by the Voting Deadline; *provided, that*, no such rights, Claims, or Causes of Action shall modify the limitations on Claims against Excluded D&O Parties set forth in the foregoing clause (i) or in the Plan Documents, the GUC Trust Documents, or the UCC Resolution Term Sheet; and (b) the GUC Trust Insurance Rights, including any Claims related thereto against (i) the Additional Third-Party Excluded Parties; and (ii) the Additional Advisor Excluded Parties. For the avoidance of doubt, and notwithstanding anything to the contrary herein or in any Plan Document to the contrary, the GUC Trust Litigation Consideration shall be preserved and transferred to the GUC Trust pursuant to the UCC Resolution Term Sheet and in accordance with the GUC Trust Documents.

**1.1.240** “*GUC Trust Oversight Board*” means the board appointed to oversee the affairs of the GUC Trust, as provided in the GUC Trust Agreement, which members shall be identified in the Plan Supplement.

**1.1.241** “*GUC Trust Purchaser Equity*” means (a) 3.70% of Purchaser Equity (subject to dilution only by any issuances under the Management Incentive Plan) to be distributed to holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims on the Effective Date in accordance with this Plan; and (b) the amount, if any, of Escrowed Equity as determined by the Net Debt Equity Split Adjustment as set forth herein.

**1.1.242** “*GUC Trust Units*” means the GUC Trust Class A Units and the GUC Trust Class B Units.

**1.1.243** “*GUC Trustee*” means the Person serving in such capacity as identified in the Plan Supplement and any successors or replacements duly appointed in accordance with the GUC Trust Documents.

**1.1.244** “*Health Canada*” means the Department of Health of the federal government of Canada for which the Canadian federal Minister of Health is responsible.

---

<sup>5</sup> The Debtors' pre-Effective Date obligations with respect to any Claim against the Arnold & Porter Parties shall be governed by Rule 2004 of the Federal Rules of Bankruptcy Procedure and the applicable orders of the Bankruptcy Court.

**1.1.245** “*HHS*” means the United States Department of Health and Human Services.

**1.1.246** “*HHS CMS Mesh/Ranitidine Claim*” means Claim No. 2211, filed by HHS on behalf of CMS under the Medicare Secondary Payer (“MSP”) statute, 42 U.S.C. 1395y(b) *et seq.*, against certain of the Debtors, for items and services provided to Medicare beneficiaries related to transvaginal mesh and ranitidine products manufactured and/or sold by such Debtors, their predecessors or their affiliates, as such Claim may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**1.1.247** “*HHS CMS Opioid Claim*” means Claim No. 2350, filed by HHS on behalf of CMS against the Debtors for claims related to opioid-related items and services provided to Medicare beneficiaries for which certain Debtors are alleged to be responsible under the MSP statute, as such Claim may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**1.1.248** “*HHS IHS Opioid Claim*” means Claim No. 3636, filed by HHS on behalf of IHS against the Debtors pursuant to the Federal Medical Care Recovery Act (“MCRA”), 42 U.S.C. § 2351 *et seq.*, to recover charges associated with treating IHS beneficiaries whose medical care is alleged to be a direct result of conduct of certain Debtors, as such Claim may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**1.1.249** “*HHS Protective Claims*” means Claim Nos. 2026, 2029, 2045, and 2073 representing (a) potential overpayments under agreements between certain Debtors and CMS to make certain quarterly payments based on rebates for the Medicare Coverage Gap Discount Program and (b) potential group health plan and workers’ compensation plan overpayments under the MSP statute.

**1.1.250** “*HIPAA*” means Health Insurance Portability and Accountability Act of 1996.

**1.1.251** “*Hospital Opioid Claims*” means any and all Present Private Opioid Claims against any of the Debtors (a) held by non-federal acute care hospitals (as defined by CMS) and non-federal hospitals and hospital districts that are required by law to provide inpatient acute care and/or fund the provision of inpatient acute care; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “*Hospital Opioid Claims*” includes Claims set forth in the Proofs of Claims filed by non-federal acute care hospitals in the Chapter 11 Cases.

**1.1.252** “*Hospital TAC*” means the advisory committee tasked with overseeing the administration of the Hospital Trust in consultation with the Hospital Trustee.

**1.1.253** “*Hospital Trust*” means the abatement trust to be established to (a) assume all liability for Hospital Opioid Claims; (b) administer Hospital Opioid Claims; (c) collect Distributions from the PPOC Trust made on account of such Claims; and (d) make Distributions

to holders of Allowed Hospital Opioid Claims, in each case, in accordance with the Hospital Trust Documents.

**1.1.254** “*Hospital Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Hospital Trust.

**1.1.255** “*Hospital Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing of Hospital Opioid Claims; and (b) the determination and payment of Distributions, if any, in each case, by the Hospital Trust.

**1.1.256** “*Hospital Trust Documents*” means the PPOC Trust Documents, the Hospital Trust Agreement, and the Hospital Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee; *provided, that*, with respect to any provisions in any of the Hospital Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed Hospital Opioid Claim in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee. The Hospital Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the OCC Resolution Term Sheet, and shall be filed with the Plan Supplement.

**1.1.257** “*Hospital Trust Share*” means a maximum aggregate amount of Cash equal to 17.3%<sup>6</sup> of the PPOC Trust Consideration (subject to adjustment in accordance with the terms of the Hospital Trust Documents) to be distributed by the PPOC Trust to the Hospital Trust for Distributions to holders of Allowed Hospital Opioid Claims.

**1.1.258** “*Hospital Trustee*” means Thomas L. Hogan and any successors or replacements duly appointed in accordance with the Hospital Trust Documents.

**1.1.259** “*IERP II Claims*” means any and all Present Private Opioid Claims against any of the Debtors (a) held by Independent Emergency Room Physicians; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “*IERP II Claims*” shall not include Hospital Opioid Claims.

**1.1.260** “*IERP II Trustee*” means Dr. Michael Masiowski and any successors or replacements duly appointed in accordance with the IERP Trust II Documents.

**1.1.261** “*IERP Trust II*” means an abatement trust established to (a) assume all liability for IERP II Claims; (b) administer IERP II Claims; (c) collect Distributions from the

---

<sup>6</sup> The Hospital Trust Share was initially 17.8%; however, in order to reach an accommodation during Mediation, the percentage above was agreed to.

PPOC Trust made on account of such Claims; and (d) make Distributions to holders of Allowed IERP II Claims, in each case, in accordance with the IERP Trust II Documents.

**1.1.262** “*IERP Trust II Advisory Committee*” means the advisory committee tasked with overseeing the administration of the IERP Trust II in consultation with the IERP II Trustee.

**1.1.263** “*IERP Trust II Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the IERP Trust II.

**1.1.264** “*IERP Trust II Distribution Procedures*” means the trust distribution procedures governing (a) the processing of IERP II Claims; and (b) the determination and payment of Distributions, if any, in each case, by the IERP Trust II.

**1.1.265** “*IERP Trust II Documents*” means the PPOC Trust Documents, the IERP Trust II Agreement, and the IERP Trust II Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee; *provided, that*, with respect to any provisions in any of the IERP Trust II Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed IERP II Claim in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee. The IERP Trust II Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the OCC Resolution Term Sheet, and shall be filed with the Plan Supplement.

**1.1.266** “*IERP Trust II Share*” means a maximum aggregate amount of Cash equal to 2.2% of the PPOC Trust Consideration (subject to adjustment in accordance with the terms of the IERP Trust II Documents) to be distributed by the PPOC Trust to the IERP Trust II for Distributions to holders of Allowed IERP II Claims.

**1.1.267** “*IHS*” means the Indian Health Service.

**1.1.268** “*Impaired*” means any Claim or Interest that is “impaired” as defined in section 1124 of the Bankruptcy Code.

**1.1.269** “*Impaired Class*” means a Class of Claims or Interests that are Impaired.

**1.1.270** “*IND*” means an “Investigational New Drug Application,” as defined in the FDCA and the applicable regulations promulgated thereunder by the FDA.

**1.1.271** “*Indemnification Obligations*” means any indemnification and/or reimbursement provisions, agreements, or obligations of any of the Debtors, their Estates, or any Non-Debtor Affiliates in place as of and/or following the Petition Date for the benefit of any Indemnified Persons, in each case, as set forth in any certificates or articles of incorporation, certificates of formation, memoranda and articles of association, constitutions, or other

formation documents, board resolutions, employment contracts, codes of regulation, bylaws, limited liability company agreements, partnership agreements, applicable state, corporate, or non-bankruptcy law, specific agreements, contracts, or any combination of the foregoing, in each case, of any of the Debtors, their Estates, or any Non-Debtor Affiliate.

**1.1.272** “*Indemnified Person*” means any director (including any Person in an analogous role under applicable law), officer, employee, manager, member, attorney, agent, professional, or other natural person, in each case, who served in such role with, for, or on behalf of any Debtor, their Estates, or any Non-Debtor Affiliate as of and/or following the Petition Date, to whom the Debtors owe any Indemnification Obligation pursuant to any Indemnification Obligations. For the avoidance of doubt, none of (a) the Excluded Parties; (b) the TPG Parties; (c) the Insurance Advisor Parties; (d) the Additional Advisor Excluded Parties; and (e) the Additional Third-Party Excluded Parties shall be an Indemnified Person.

**1.1.273** “*Indemnity or Reimbursement Cause of Action*” means any and all obligations, liabilities, Claims, Causes of Action, controversies, demands, rights, Liens, indemnity, contribution, reimbursement, guaranty, suits, obligations, debts, damages, judgments, accounts, defenses, remedies, offset, powers, privileges, licenses, or franchises, and any other rights of recovery, arising under or relating to indemnification and reimbursement rights.

**1.1.274** “*Indenture Trustee Charging Lien*” means (a) with respect to the First Lien Notes Indenture Trustee, any Lien that secures payment, or other priority right to payment, of the reasonable and documented fees and expenses of the First Lien Notes Indenture Trustee that are payable under the applicable First Lien Notes Indentures and have not otherwise been paid; (b) with respect to the Second Lien Notes Indenture Trustee, any Lien that secures payment, or other priority right to payment, of the reasonable and documented fees and expenses of the Second Lien Notes Indenture Trustee that are payable under the Second Lien Notes Indenture and have not otherwise been paid; and (c) with respect to the Unsecured Notes Indenture Trustees, any Lien that secures payment, or other priority right to payment, of the reasonable and documented fees and expense of the Unsecured Notes Indenture Trustees (including the reasonable and documented fees and expenses of counsel retained by the Unsecured Notes Indenture Trustees) and that (i) are payable under the applicable Unsecured Notes Indenture and in accordance with the GUC Trust Documents; and (ii) have not otherwise been paid, including pursuant to the UCC Resolution Term Sheet, in each case, as provided for in the applicable Unsecured Notes Indenture.

**1.1.275** “*Indenture Trustees*” means the First Lien Notes Indenture Trustee, the Second Lien Notes Indenture Trustee, and the Unsecured Notes Indenture Trustees.

**1.1.276** “*Indentures*” means the First Lien Notes Indentures, the Second Lien Notes Indenture, and the Unsecured Notes Indentures.

**1.1.277** “*Independent Emergency Room Physician*” means an emergency room physician whose billing and revenue collection are entirely separate from the billing practices

of the medical facility/-ies where such emergency room physician practiced or is practicing and who was not employed by such medical facility/-ies at any time between 1997 and 2022.

**1.1.278** “*India Internal Reorganization*” means the transactions described as “Step 4” of Exhibit 1 to the *Order Authorizing the Internal Reorganization Transaction* [Docket No. 2559, Ex. 1, ECF p. 6], which result in the structure depicted in the summary graphic on the following page of the same presentation (ECF p. 7).

**1.1.279** “*Indian Subsidiaries*” means, collectively, Par Formulations Private Limited, Par Active Technologies Private Limited, and Par Biosciences Private Limited.

**1.1.280** “*Initial Directors*” means the seven directors comprising the Purchaser Parent Board immediately following the Effective Date, who shall be chosen in accordance with the terms of the RSA and the Corporate Governance Documents. The identities of the Initial Directors, if known, shall be filed with the Plan Supplement.

**1.1.281** “*Insider*” means an “insider” as defined in section 101(31) of the Bankruptcy Code.

**1.1.282** “*Insurance Advisor Parties*” means the Debtors’ primary insurance advisor and any applicable Affiliates, subsidiaries, or other related Entities or Persons (other than, for the avoidance of doubt, (a) with respect to the Non-GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are Non-GUC Released Parties; and (b) with respect to the GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are GUC Released Parties).

**1.1.283** “*Intercompany Claims*” means any and all Claims held by a Debtor against another Debtor or Non-Debtor Affiliate.

**1.1.284** “*Intercompany Interests*” means Interests in any Debtor held by a Debtor or a Non-Debtor Affiliate.

**1.1.285** “*Intercreditor Agreements*” has the meaning set forth in the Cash Collateral Order.

**1.1.286** “*Interest*” means any equity security (as defined in section 101(16) of the Bankruptcy Code), including all shares, common stock, preferred stock, and other instruments, in each case, evidencing any fixed or contingent ownership interest, whether or not transferable, and any option, warrant, or other right, contractual or otherwise, to acquire any such interest, whether fully vested or vesting in the future, including equity and equity-based incentives, grants, and other instruments issued, granted, or promised to be granted to current or former employees, directors, officers, or contractors. “Interest” also includes any Claim that is determined to be subordinated to the status of an equity security (as defined in section 101(16) of the Bankruptcy Code) by Final Order of the Bankruptcy Court, whether under general

principles of equitable subordination, section 510(b) of the Bankruptcy Code or otherwise, including any applicable Subordinated, Recharacterized, or Disallowed Claims.

**1.1.287** “*Interim Compensation Order*” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals* [Docket No. 326].

**1.1.288** “*Irish Companies Act*” means the Companies Act 2014 of Ireland (as amended from time to time).

**1.1.289** “*Irish High Court*” means the High Court of Ireland.

**1.1.290** “*IRS*” means the Internal Revenue Service.

**1.1.291** “*IRS Administrative Expense Claims*” means any and all Claims asserted, or that could be asserted, by or on behalf of the IRS, that would arise from any federal income taxes that become due between the Petition Date and the Effective Date (including, for the avoidance of doubt, any federal income taxes arising out of or attributable to the consummation of the Plan). For the avoidance of doubt, the IRS may, but is not required to, file a Proof of Claim with respect to any IRS Administrative Expense Claim.

**1.1.292** “*IRS Claims*” means the IRS Administrative Expense Claims and the IRS Prepetition Claims.

**1.1.293** “*IRS Non-Priority Tax Claims*” means the portion of the IRS Prepetition Claims which the IRS has asserted are general unsecured claims, as such Claims may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, but excluding the IRS Priority Tax Claims.

**1.1.294** “*IRS Prepetition Claims*” means all Claims listed on the schedule attached as Exhibit C to the U.S. Government Resolution Documents, including Claim No. 3289, which were filed by the IRS with respect to certain tax returns and federal income taxes related to or allegedly payable in respect of the period before the Petition Date, which Claims relate to ongoing IRS audits of certain Debtors, as such Claims may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**1.1.295** “*IRS Priority Tax Claims*” means the portion of the IRS Prepetition Claims which the IRS has asserted are entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code, as such Claims may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, but excluding the IRS Non-Priority Tax Claims.

**1.1.296** “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.

**1.1.297** “*Listing Determination Date*” means, if a Listing Event occurs within 150 days of the Effective Date, the date that is 45 days after such Listing Event.

**1.1.298** “*Listing Event*” means the listing of the Purchaser Equity on the New York Stock Exchange or Nasdaq (whether as a result of an initial public offering, a direct listing, or otherwise).

**1.1.299** “*Local Government Opioid Claims*” means any and all Opioid Claims held by any Local Government; *provided, that*, for the avoidance of doubt, “Local Government Opioid Claims” shall not include Public School District Claims.

**1.1.300** “*Local Governments*” means non-federal domestic “governmental units” (as defined in section 101(27) of the Bankruptcy Code) that are not (a) States; (b) Territories; or (c) Tribes. For the avoidance of doubt, “Local Governments” shall not include any governmental unit in any non-U.S. jurisdiction.

**1.1.301** “*LRP*” means lien resolution program.

**1.1.302** “*Make-Whole Claims*” means any and all Claims, if any, 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 the First Lien Notes Indentures which, for all purposes under this Plan, shall be Allowed in the amount of \$0.00.

**1.1.303** “*Management Incentive Plan*” means the management incentive plan to be adopted by the Purchaser Parent Board.

**1.1.304** “*Master Proxy*” means a form or instrument of proxy appointing the chairperson of the PLC EGM as the proxy of Cede & Co. to attend, speak, and vote at the PLC EGM and authorizing and directing such person to vote in favor of the PLC Liquidation Resolution.

**1.1.305** “*MCGDP Agreement*” means the Medicare Coverage Gap Discount Program Agreement.

**1.1.306** “*McKinsey Parties*” means McKinsey & Company, Inc., McKinsey & Company, Inc. United States, and any applicable Affiliates, subsidiaries, employees, or other related Persons (other than, for the avoidance of doubt, (a) with respect to the Non-GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are Non-GUC Released Parties; and (b) with respect to the GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are GUC Released Parties).

**1.1.307** “*Mediation*” means the mediation between the Debtors and certain key parties in interest in the Chapter 11 Cases pursuant to the *Stipulation and Order (A) Granting Mediation and (B) Referring Matters to Mediation* [Docket No. 1257], as amended, modified, and extended, and as may be further amended, modified, and extended from time to time.

**1.1.308** “*Medicaid Program*” means Title 19 of the Social Security Act, 42 U.S.C. § 1396-1, *et seq.*

**1.1.309** “*Mesh Claims*” means any and all Claims (a) relating to any personal injury resulting from the use of transvaginal surgical mesh Products designed to treat pelvic organ prolapse or stress urinary incontinence against American Medical Systems Holdings, Inc. and any successor or predecessor thereof, or any other Debtor, and any successor or predecessor thereof; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “Mesh Claims” shall not include Future Mesh Claims.

**1.1.310** “*Mesh Claims Trust*” means the trust to be established as a Distribution Sub-Trust in accordance with the Mesh Claims Trust Documents whose beneficiaries are the holders of Mesh Claims.

**1.1.311** “*Mesh Claims Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Mesh Claims Trust.

**1.1.312** “*Mesh Claims Trust Consideration*” means (a) \$2 million in Cash from the GUC Trust Consideration; (b) 50% of certain products liability insurance proceeds allocable to liability for Mesh Claims pursuant to the GUC Trust Agreement; and (c) the right to receive 1.75% of the proceeds of the GUC Trust Litigation Consideration in accordance with the GUC Trust Agreement, in each case, to be distributed by the GUC Trust to the Mesh Claims Trust to be used as set forth in the Mesh Claims Trust Agreement, including for Distributions to holders of Allowed Mesh Claims in accordance with the Mesh Claims Trust Documents.

**1.1.313** “*Mesh Claims Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of Mesh Claims; and (b) the determination and payment of Distributions, if any, in each case, by the Mesh Claims Trust. For the avoidance of doubt, the Mesh Claims Trust Distribution Procedures may be contained in or included as part of the Mesh Claims Trust Agreement.

**1.1.314** “*Mesh Claims Trust Documents*” means the GUC Trust Documents, the Mesh Claims Trust Agreement, and the Mesh Claims Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall each be acceptable to the Debtors and the Creditors’ Committee and reasonably acceptable to the Required Consenting Global First Lien Creditors; *provided, that*, once the Mesh Claims Trust Documents are agreed to by the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee, any subsequent amendments or modifications to the Mesh Claims Trust Documents shall be reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee; *provided, further, that*, with respect to (a) any provisions in any of the Mesh Claims Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed Mesh Claim in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and

the Creditors' Committee; and (b) the allocation of the Mesh Claims Trust Consideration, such allocation shall be acceptable to the Creditors' Committee and reasonably acceptable to the Debtors and the Required Consenting Global First Lien Creditors. The Mesh Claims Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the UCC Resolution Term Sheet, and shall be filed in accordance with the Distribution Sub-Trust Documents Approval Process.

**1.1.315** “*Mesh Claims Trustee*” means the Person identified as serving in such capacity in the Mesh Claims Trust Agreement and any successors or replacements duly appointed in accordance with the Mesh Claims Trust Documents.

**1.1.316** “*MIFID II*” means the EU Markets in Financial Instruments Directive 2014 (Directive 2014/65/EU), as amended.

**1.1.317** “*Minimum Trading Liquidity Threshold*” means either (a) the average daily trading volume of Purchaser Equity (expressed as dollar value of shares traded) over the Trading Liquidity Testing Period in an amount that is at least \$3 million; or (b) the average daily trading volume of Purchaser Equity (expressed as number of shares traded) over the Trading Liquidity Testing Period in an amount equal to 0.35% of outstanding shares of Purchaser Equity.

**1.1.318** “*MIP Reserve*” means 4.5% of fully diluted Purchaser Equity to be issued to management and other key employees of the Purchaser Entities in the form of equity-based awards pursuant to the Management Incentive Plan.

**1.1.319** “*Monitor*” means the monitor appointed pursuant to that certain *Order (I) Appointing R. Gil Kerlikowske as Monitor for Voluntary Operating Injunction and (II) Approving the Monitor's Employment of Saul Ewing as Counsel at the Cost and Expense of the Debtors* [Docket No. 1262], or any successor thereto appointed by the Bankruptcy Court prior to the Effective Date.

**1.1.320** “*Monitor Term*” means the term beginning on the Petition Date and ending on (a) the Effective Date; or (b) such other earlier date as may be agreed by the Endo EC and, in consultation with the FCR, the Opioid Claimants' Committee.

**1.1.321** “*NAS*” means (a) Neonatal Abstinence Syndrome; or (b) Neonatal Opioid Withdrawal Syndrome, the medical conditions identified by the International Classification of Diseases (ICD-10 or ICD-9) for the withdrawal from drugs at birth due to fetal opioid exposure, which can result in long-term medical, physical, cognitive, or emotional conditions.

**1.1.322** “*NAS Additional Amount*” means \$500,000 in Cash, to serve as part of the NAS PI Trust Share, which amount will be contributed by certain third parties.

**1.1.323** “*NAS Committee*” means the advisory committee tasked with overseeing the administration of the NAS PI Trust in consultation with the NAS PI Trustee.

**1.1.324** “*NAS Monitoring Opioid Claims*” means any and all Present Private Opioid Claims against any of the Debtors (a) held by, on account of, or on behalf of any natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome, and relates to medical monitoring support, educational support, vocational support, familial support, or similar related relief, but is not a NAS PI Claim; and (b) for which a Proof of Claim was filed by the General Bar Date.

**1.1.325** “*NAS PI Claims*” means any and all Present Private Opioid Claims against any of the Debtors (a) of any natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “NAS PI Claims” shall not include Future NAS PI Claims but shall include NAS Monitoring Opioid Claims.

**1.1.326** “*NAS PI Trust*” means the victim compensation trust to be established to (a) assume all liability for NAS PI Claims; (b) administer NAS PI Claims; (c) collect Distributions from the PPOC Trust made on account of NAS PI Claims; and (d) make Distributions to holders of Allowed NAS PI Claims, in each case, in accordance with the NAS PI Trust Documents.

**1.1.327** “*NAS PI Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the NAS PI Trust.

**1.1.328** “*NAS PI Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing of NAS PI Claims; and (b) the determination and payment of Distributions, if any, in each case, by the NAS PI Trust.

**1.1.329** “*NAS PI Trust Documents*” means the PPOC Trust Documents, the NAS PI Trust Agreement, and the NAS PI Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee; *provided, that*, with respect to any provisions in any of the NAS PI Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed NAS PI Claim in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee. The NAS PI Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the OCC Resolution Term Sheet, and shall be filed with the Plan Supplement.

**1.1.330** “*NAS PI Trust Share*” means a maximum aggregate amount of Cash equal to (a) 7.2%<sup>7</sup> of the PPOC Trust Consideration (subject to adjustment in accordance with the terms of the NAS PI Trust Documents), *plus* (b) the NAS Additional Amount to be distributed by the PPOC Trust to the NAS PI Trust for Distributions to holders of Allowed NAS PI Claims.

**1.1.331** “*NAS PI Trustee*” means Edgar C. Gentle, III, Esq. and any successors or replacements duly appointed in accordance with the NAS PI Trust Documents.

**1.1.332** “*Nasdaq*” means the Nasdaq Stock Market.

**1.1.333** “*NDA*” means (a) a “new drug application” as defined in the FFDCA and applicable regulations promulgated thereunder by the FDA; or (b) a supplemental new drug application, and any amendments thereto, submitted to the FDA.

**1.1.334** “*NDRAs*” means National Drug Rebate Agreements.

**1.1.335** “*Net Debt Equity Split Adjustment*” means the determination of the amount (if any) of the Escrowed Equity that is released (a) to the GUC Trustee for distribution to holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims; or (b) to the Purchaser Parent and cancelled in accordance with the following procedure: (i) first, the Purchaser TEV shall be measured in accordance with the Purchaser TEV Formula on the following basis: (1) if a Listing Event occurs within 150 days of the Effective Date, the Purchaser TEV shall be calculated as of the Listing Determination Date based on the volume-weighted average price of Purchaser Equity during the 30-day period ending on the trading day prior to the Listing Determination Date; (2)(A) if a Listing Event does not occur within 150 days of the Effective Date and (B) a Minimum Trading Liquidity Threshold is achieved, the Purchaser TEV shall be based on the volume-weighted average of the over-the-counter trading price for the Purchaser Equity during the 30-day period ending on the trading day prior to the last day of the OTC Period; or (3) if (A) a Listing Event does not occur within 150 days of the Effective Date and (B) a Minimum Trading Liquidity Threshold is not achieved, then the Purchaser TEV shall be determined as of the Fallback Date based on the volume-weighted average of the over-the-counter trading price for Purchaser Equity during the 30-day period ending on the trading day prior to the Fallback Date; *provided, that*, if a Listing Event occurs prior to the Fallback Date, the Purchaser TEV shall be calculated on the Fallback Listing Determination Date, in which event the Purchaser TEV shall be measured based on the volume-weighted average price of the Purchaser Equity during the 30-day period ending on the trading day prior to the Fallback Listing Determination Date; and (ii) second, following the entry of the Purchaser TEV as determined pursuant to clause (i) above into the “TEV” row in the Net Debt Equity Split Adjustment Form, (1) if the resulting value in the cell “Adjusted Equity Split to Unsecured” in Net Debt Equity Split Adjustment Form exceeds 3.70%, then the amount of Escrowed Equity equal to (A) such value, *minus* (B) 3.70% shall be released from escrow and

<sup>7</sup> The NAS PI Trust Share was initially 5.2%; however, to reach an accommodation during mediation, other parties agreed (a) to waive for the benefit of the NAS PI Claimants certain amounts to which they would otherwise be entitled such that the NAS PI Trust Share is the percentage reflected above and (b) to the NAS Additional Amount.

issued to the GUC Trust for distribution to holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims (or, if practicable, in the joint determination of the GUC Trustee and Purchaser, issued directly to such holders as of the Effective Date through DTC), and the remaining Escrowed Equity shall be returned to the Purchaser Parent and cancelled; or (2) if the resulting value in the cell “Adjusted Equity Split to Unsecured” in the Net Debt Equity Split Adjustment Form is 3.70% or less, then all of the Escrowed Equity shall be returned to the Purchaser Parent and cancelled.<sup>8</sup>

**1.1.336** “*Net Debt Equity Split Adjustment Form*” means the following form:

Equity Split Adjustment Form	
Equity Value	\$[•]
(+) Total Debt	[•]
(+) Total Preferred Stock	[•]
(-) Unrestricted Cash	[•]
<b>A TEV</b>	<b>\$[•]</b>
(-) Initial Exit Net Debt	(2,500)
<b>Initial Equity Value</b>	<b>\$[•]</b>
(x) Initial Equity Split to Unsecured	4.25%
<b>B Initial Equity Value to Unsecured</b>	<b>\$[•]</b>
<b>Adjustment:</b>	
A TEV	\$[•]
(-) Revised Exit Net Debt	(2,300)
<b>C Revised Equity Value</b>	<b>\$[•]</b>
B Initial Equity Value to Unsecured	\$[•]
C (I) Revised Equity Value	[•]
<b>Adjusted Equity Split to Unsecured</b>	<b>[•]%</b>

**1.1.337** “*New Takeback Debt*” means, to the extent applicable, new first lien secured takeback debt deemed to be incurred by the Purchaser Obligor as of the Effective Date.

**1.1.338** “*Nominated Directors*” means (a) one Initial Director nominated by GoldenTree; and (b) one Initial Director nominated by GoldenTree that is independent and not an employee of GoldenTree.

**1.1.339** “*Nominating and Selection Committee*” means a nominating and selection committee related to selection of the initial Purchaser Parent Board to be comprised of (a) Consenting Other First Lien Creditors holding over \$225 million of Prepetition First Lien Indebtedness throughout the selection process; and (b) members of the existing steering committee of the Ad Hoc First Lien Group as of March 24, 2023, holding over \$100 million of Prepetition First Lien Indebtedness throughout the selection process.

**1.1.340** “*Non-Continuing Directors*” means (a) individuals who were, prior to the Petition Date, directors of Endo International plc or any of the UCC Specified Subsidiaries, and who, as of the Petition Date, no longer held that role and were no longer as of the Petition Date

<sup>8</sup> For the avoidance of doubt, the Net Debt Equity Split Adjustment is premised on, and applicable only if, the net debt of the Purchaser Entities on the Effective Date is no more than \$2.3 billion.

a director of any Debtor; and (b) individuals who were, as of the date of the UCC Resolution Term Sheet, directors of Endo International plc or the UCC Specified Subsidiaries;<sup>9</sup> *provided, that*, if an individual described in the foregoing clauses (a) and (b) is, immediately following the Effective Date, (i) a director or officer of any of the Purchaser Entities or any of their Affiliates; or (ii) a senior-level employee that continues serving in a senior-level position post-Effective Date and performing services commensurate with such position(s), such individual shall not be a Non-Continuing Director.

**1.1.341** “*Non-Debtor Affiliates*” means the Affiliates and subsidiaries of Endo International plc that did not file voluntary petitions for relief in the Chapter 11 Cases.

**1.1.342** “*Non-GUC Released Parties*” means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and each Prepetition Secured Party, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) with respect to each of the foregoing Persons listed in clauses (a) through (l), such Persons’ predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates (except, in the case of Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners LLC, to the extent that Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners LLC do not have the authority to bind an Affiliate), respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (n) with respect to each of the foregoing Persons listed in clauses (a) through (m), such Persons’ current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. Notwithstanding the

<sup>9</sup> For the avoidance of doubt, if a director does not continue in any director or senior-level non-director position immediately post-Effective Date, such individual shall be a Non-Continuing Director; *provided, that*, such individual, to the extent employed immediately prior to the Effective Date in a senior-level non-director position, was offered employment by any of the Purchaser Entities.

foregoing or anything to the contrary herein or in any other Plan Document, “Non-GUC Released Parties” shall not include any Excluded Party and all Claims and Causes of Action against such Persons shall be preserved and not released in accordance with this Plan.

**1.1.343** “*Non-GUC Releases*” means the releases by the Non-GUC Releasing Parties set forth in Section 10.3 of this Plan.

**1.1.344** “*Non-GUC Releasing Parties*” means each (a) Non-GUC Released Party, other than (i) the Debtors; and (ii) the Post-Emergence Entities; (b) holder of a State Opioid Claim; (c) holder of (i) a PI Opioid Claim; (ii) a NAS PI Claim; (iii) an IERP II Claim; (iv) an Other Opioid Claim; or (v) an EFBD Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject this Plan but that does not vote to either accept or reject this plan and, further, opts in to grant the Non-GUC Releases; or (3) votes to reject this Plan and opts in to grant the Non-GUC Releases; (d) holder of (i) a Priority Non-Tax Claim; (ii) an Other Secured Claim; (iii) a First Lien Claim; (iv) a Local Government Opioid Claim; (v) a Tribal Opioid Claim; (vi) a Hospital Opioid Claim; (vii) a TPP Claim; (viii) a Public School District Claim; (ix) a Canadian Provinces Claim; (x) a Settling Co-Defendant Claim; (xi) a Subordinated, Recharacterized, or Disallowed Claim; or (xii) an Existing Equity Interest, in each case, that (1) votes to accept this Plan; (2) is presumed to accept this Plan and does not opt out of granting the Non-GUC Releases; (3) is deemed to reject this Plan and does not opt out of granting the Non-GUC Releases; (4) was solicited to vote to accept or reject this Plan but who does not vote either to accept or reject this Plan and, further, does not opt out of granting the Non-GUC Releases; or (5) votes to reject this Plan and opts in to grant the Non-GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a), (b), (c), and (d), in each case, solely in their respective capacities as such.

**1.1.345** “*Non-GUC Trust D&O Insurance Policies*” means any PCC and the Debtors’ 2022-24 commercial director and officer insurance policies, including any tail policies relating to or associated with the foregoing. For the avoidance of doubt, “Non-GUC Trust D&O Insurance Policies” shall not include the GUC Trust D&O Insurance Policies.

**1.1.346** “*Non-GUC Trust Insurance Policies*” means, collectively, (a) any insurance policy that is issued or becomes effective on or after the Effective Date; (b) the Non-GUC Trust D&O Insurance Policies; (c) any insurance policy identified either specifically or categorically in the Schedule of Excluded Insurance Policies; and (d) all of the Debtor Insurance Policies, other than (i) the GUC Trust Insurance Policies; and (ii) the GUC Trust D&O Insurance Policies.

**1.1.347** “*Non-IRS Priority Tax Claims*” means any and all Claims held by any Governmental Authority, other than the IRS, entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code or other applicable law in the jurisdiction in which the applicable Debtor carries on business.

**1.1.348** “*Non-U.S. Payor*” means an Irish or other Entity that is created, organized, or resides in a jurisdiction other than the United States.

**1.1.349** “*Notes*” means the First Lien Notes, the Second Lien Notes and the Unsecured Notes.

**1.1.350** “*Notes Claims*” means any and all Claims on account of any of the Notes.

**1.1.351** “*OCC Resolution*” means the resolution reached with the Opioid Claimants’ Committee resolving certain disputes set forth in the Resolution Stipulation, the terms of which are set forth in the OCC Resolution Term Sheet and the PPOC Trust Documents.

**1.1.352** “*OCC Resolution Term Sheet*” means the Amended Voluntary Present Private Opioid Claimant Trust Term Sheet filed with the Bankruptcy Court on July 13, 2023 [Docket No. 2415], as may be amended from time to time.

**1.1.353** “*Offer Employee*” means, as of immediately prior to the Effective Date, any employee of the Debtors or Non-Debtor Affiliates that is not (a) a Specified Subsidiary Employee; or (b) an Automatic Transfer Employee.

**1.1.354** “*Opana ER*” means the long-acting opioid analgesic Opana ER and Opana ER with INTAC.

**1.1.355** “*Opioid Claimants’ Committee*” means the Official Committee of Opioid Claimants appointed in these Chapter 11 Cases.

**1.1.356** “*Opioid Claims*” means any and all Claims and Causes of Action, existing as of the Petition Date, against any of the Debtors in any way arising out of or relating to Opioids or Opioid Products manufactured or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party, in each case, prior to the Effective Date; *provided, that*, “Opioid Claims” shall not include Claims for indemnification (contractual or otherwise), contribution, or reimbursement arising out of or relating to Opioids or Opioid Products manufactured or sold by any Debtor, any Non-Debtor Affiliate, or any of their respective predecessors, in each case, prior to the Effective Date. For the avoidance of doubt, “Opioid Claims” shall not include Future Opioid PI Claims.

**1.1.357** “*Opioid MDL*” means *In re Nat’l Prescription Opiate Litig.*, No. 1:17-MD-2804 (N.D. Ohio).

**1.1.358** “*Opioid Products*” means all current and future medications containing Opioids approved by the FDA and listed by the DEA as Schedule II, III, or IV pursuant to the federal CSA (including, but not limited to, buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol); *provided, however, that*, “Opioid Products” shall not include the following items, notwithstanding that such items would otherwise satisfy this definition of Opioid Products: (a) methadone, buprenorphine, or other products with an FDA-approved label that lists the treatment of OUD or opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage,” insofar as the product is being used to treat OUD or opioid or other substance abuse, addiction, dependence, or overdose; or (b) raw materials,

immediate precursors, and/or 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.

**1.1.359** “*Opioid School District Recovery Trust*” means the Public Schools’ Special Education Initiative, as such term is defined in the *Modified Fourth Amended Joint Plan of Reorganization (with Technical Modifications) of Mallinckrodt plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, In re: Mallinckrodt plc, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del. Jun. 21, 2022) [Docket No. 7670], which is now known as the Opioid School District Recovery Trust.

**1.1.360** “*Opioid School District Recovery Trust Consideration*” means a maximum aggregate amount of \$3 million in Cash, which amount may be reduced to an amount no lower than \$1.5 million in Cash based on the procedure and calculation set forth in Section 5.20(g)(i) of this Plan. The Opioid School District Recovery Trust Consideration shall be distributed to the Opioid School District Recovery Trust for the benefit of public school districts nationwide in accordance with the Opioid School District Recovery Trust Governing Documents.

**1.1.361** “*Opioid School District Recovery Trust Governing Documents*” means the Public School Districts’ Opioid Recovery Trust filed as Exhibit 1 to the *Supplement to Further Status Update Regarding the Public School District Creditors’ Special Education Initiative, In re: Mallinckrodt plc, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del. Feb. 15, 2024) [Docket No. 9035], as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and Ad Hoc Group of Public Schools.

**1.1.362** “*Opioid-Related Activities*” means the development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution, or sale of Opioids or Opioid Products, or the use or receipt of any proceeds therefrom, or the use of Opioids, including Opioids that are not Opioid Products, or any other activities that form the basis of an Opioid Claim.

**1.1.363** “*Opioids*” means all FDA- or Health Canada-approved pain reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient’s brain or body to produce an analgesic effect. The term “Opioid” shall not include: (a) medications and other substances used to treat OUD or opioid or other substance use disorders, abuse, addiction, or overdose, other than METADOL-D® (methadone hydrochloride); (b) raw materials and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; (c) opioids listed by the DEA as Schedule IV drugs pursuant to the CSA; or (d) chemicals used in products with an FDA-approved label that lists the treatment of OUD or opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage.” For the avoidance of doubt, the term “Opioid” shall not include the opioid antagonists

buprenorphine, methadone (other than METADOL-D® (methadone hydrochloride)), naloxone, or naltrexone.

**1.1.364** “*OTC Period*” means the period commencing on the Effective Date and ending 150 days thereafter.

**1.1.365** “*Other General Unsecured Claims*” means any and all unsecured Claims against any of the Debtors other than (a) First Lien Claims; (b) Notes Claims (including, for the avoidance of doubt, Second Lien Deficiency Claims and Unsecured Notes Claims); (c) Claims that are Secured by collateral (including Other Secured Claims); (d) Opioid Claims (including, for the avoidance of doubt, Present Private Opioid Claims, State Opioid Claims, Local Government Opioid Claims, Tribal Opioid Claims, and Public School District Claims); (e) Canadian Provinces Claims; (f) Other Opioid Claims; (g) Subordinated, Recharacterized, or Disallowed Claims; (h) Settling Co-Defendant Claims; (i) Distribution Sub-Trust Claims; (j) EFBD Claims; (k) Administrative Expense Claims; (l) Intercompany Claims; (m) Claims entitled to priority under the Bankruptcy Code (including the IRS Priority Tax Claims, Non-IRS Priority Tax Claims, and Priority Non-Tax Claims); (n) U.S. Government Claims (including, for the avoidance of doubt, any Claims of any political subdivisions or agencies of the U.S. Government); (o) Claims that are otherwise eligible to be paid pursuant to the Customer Programs Order or the Specified Trade Claims Order; (p) Claims for Cure Amounts; and (q) Claims by an employee of a Debtor or Non-Debtor Affiliate relating to prepetition compensation programs, an equity Interest in any of the Debtors, or a Claim related to any equity Interest in the Debtors. For the avoidance of doubt, “Other General Unsecured Claims” shall include Co-Defendant Claims that (i) are not Opioid Claims; (ii) do not relate to the Debtors’ Opioid-Related Activities; and (iii) have been Allowed under section 502(j) of the Bankruptcy Code; *provided, that*, for the avoidance of doubt, any Co-Defendant Claim that satisfies this definition of “Other General Unsecured Claims” shall be deemed to be an “Other General Unsecured Claim” notwithstanding that such Claim may satisfy the definition of another type of Claim provided herein.

**1.1.366** “*Other Opioid Claims*” means any and all Opioid Claims, if any, that are not (a) Present Private Opioid Claims; (b) Future PI Claims; (c) State Opioid Claims; (d) Tribal Opioid Claims; (e) Settling Co-Defendant Claims; (f) Canadian Provinces Claims; (g) Public School District Claims; or (h) Local Government Opioid Claims. For the avoidance of doubt, “Other Opioid Claims” includes any Claim that is Allowed after the Effective Date under sections 502(h) (or any Claim asserted as a consequence of the recovery of property under chapter 5 of the Bankruptcy Code) and 502(j) of the Bankruptcy Code, which Allowed Claim otherwise satisfies this definition of “Other Opioid Claims.”<sup>10</sup>

---

<sup>10</sup> “Other Opioid Claims” includes, without limitation, Opioid Claims held by the Canadian First Nations and Canadian Municipalities.

**1.1.367** “*Other Opioid Claims Trust*” means the trust to be established in accordance with the Other Opioid Claims Trust Documents in the event there are any Other Opioid Claims, whose beneficiaries are the holders of Other Opioid Claims, if any.

**1.1.368** “*Other Opioid Claims Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Other Opioid Claims Trust in the event the Other Opioid Claims Trust is to be established.

**1.1.369** “*Other Opioid Claims Trust Consideration*” means, with respect to any Allowed Other Opioid Claim, an amount to be determined in accordance with the Other Opioid Claims Trust Documents, subject to a maximum aggregate payment with respect to all Allowed Other Opioid Claims, if any, of \$200,000; *provided, that*, the Purchaser Entities shall have a reversionary interest in any excess funds not distributed to holders of Allowed Other Opioid Claims.

**1.1.370** “*Other Opioid Claims Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of Other Opioid Claims, if any; and (b) the determination and payment of Distributions, if any, in each case, by the Other Opioid Claims Trust. For the avoidance of doubt, the Other Opioid Claims Trust Distribution Procedures may be contained in or included as part of the Other Opioid Claims Trust Agreement.

**1.1.371** “*Other Opioid Claims Trust Documents*” means the Other Opioid Claims Trust Agreement and/or the Other Opioid Claims Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall each be acceptable to the Debtors and the Required Consenting Global First Lien Creditors, and reasonably acceptable to the Opioid Claimants’ Committee. The Other Opioid Claims Trust Documents shall be drafted in accordance with this Plan and the Confirmation Order, and shall be filed with the Plan Supplement.

**1.1.372** “*Other Opioid Claims Trustee*” means the Plan Administrator and any successors or replacements duly appointed in accordance with the Other Opioid Claims Trust Documents.

**1.1.373** “*Other Secured Claims*” means any and all Secured Claims against any Debtor that are not First Lien Claims. For the avoidance of doubt, “Other Secured Claims” shall not include any Second Lien Notes Claims.

**1.1.374** “*OUD*” means opioid-use disorder.

**1.1.375** “*PCC*” means any insurance policies or coverage offered under a protective captive cell arrangement (including, without limitation, Isosceles Insurance Ltd. Policy Nos. EN-01-2021 and EN-01-22 issued to Endo International plc and those insurance policies’ participation agreements, cash collateral agreements, and any other related agreements), in each

case, for the benefit of any D&O Insured Person. All PCCs shall be Non-GUC Trust D&O Insurance Policies.

**1.1.376** “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

**1.1.377** “*Petition Date*” means August 16, 2022, May 25, 2023, or May 31, 2023, as applicable.

**1.1.378** “*PI Committee*” means the advisory committee tasked with overseeing the administration of the PI Trust in consultation with the PI Trustee.

**1.1.379** “*PI Opioid Claims*” means any and all Present Private Opioid Claims against any of the Debtors (a) held by any natural person (i) resulting from an injury to such natural person identified on the claim form attached as Exhibit A to the PI Trust Distribution Procedures, which injury resulted from such natural person’s exposure to Opioids or opioid replacement or treatment medication; and (ii) arising from (1) such natural person’s use of a Qualifying Opioid; or (2) the use by a decedent of a Qualifying Opioid, in each case, prior to January 1, 2019; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, NAS PI Claims are not PI Opioid Claims.

**1.1.380** “*PI Trust*” means the victim compensation trust to be established to (a) assume all liability for PI Opioid Claims; (b) administer PI Opioid Claims; (c) collect the PI Trust Share; and (d) make Distributions to holders of Allowed PI Opioid Claims, in each case, in accordance with the PI Trust Documents.

**1.1.381** “*PI Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the PI Trust.

**1.1.382** “*PI Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing of PI Opioid Claims; and (b) the determination and payment of Distributions, if any, in each case, by the PI Trust.

**1.1.383** “*PI Trust Documents*” means the PPOC Trust Documents, the PI Trust Agreement, and the PI Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee; *provided, that*, with respect to any provisions in any of the PI Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed PI Opioid Claim in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee. The PI Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the OCC Resolution Term Sheet, and shall be filed with the Plan Supplement.

**1.1.384** “*PI Trust Share*” means a maximum aggregate amount of Cash equal to 44.5%<sup>11</sup> of the PPOC Trust Consideration (to be calculated in accordance with the terms of the PI Trust Documents) to be distributed by the PPOC Trust to the PI Trust for Distributions to holders of Allowed PI Opioid Claims.

**1.1.385** “*PI Trustee*” means Edgar C. Gentle, III, Esq. and any successors or replacements duly appointed in accordance with the PI Trust Documents.

**1.1.386** “*Plan*” means this joint chapter 11 plan of reorganization, including and incorporating by reference all attachments, exhibits, appendices, and schedules hereto (including any appendices, schedules, and supplements to this Plan, including any documents contained in the Plan Supplement), in present form or as may be subsequently amended, restated, supplemented, or otherwise modified in accordance with the Bankruptcy Code, Bankruptcy Rules, and this Plan.

**1.1.387** “*Plan Administration Estimate*” means the estimate attached to the RSA as Exhibit D, as the same may be updated from time to time in accordance with the terms of this Plan, the RSA, and the Plan Administrator Agreement, as applicable. For the avoidance of doubt, the version of the Plan Administration Estimate attached to the RSA as Exhibit D is a preliminary version of the Plan Administration Estimate. The Purchaser Entities shall fund an initial amount under the Plan Administrator Agreement, which initial amount (a) may be adjusted as agreed between the Plan Administrator and the Purchaser Entities as reasonably necessary for the Plan Administrator to implement the terms of the Plan Administrator Agreement; and (b) is not, and shall not be deemed to be, a cap on any amounts to be funded by the Purchaser Entities based upon subsequent requests of the Plan Administrator. In accordance with the Plan Administrator Agreement, amounts beyond the initial amount will be funded by the Purchaser Entities.

**1.1.388** “*Plan Administrator*” means an Entity appointed by the Debtors and the Required Consenting Global First Lien Creditors, in consultation with the Committees and the FCR, to effectuate the terms of this Plan after the Effective Date on behalf of the Remaining Debtors and to wind down, dissolve or liquidate the Remaining Debtors.

**1.1.389** “*Plan Administrator Agreement*” means an agreement by and between the Plan Administrator and the Remaining Debtors setting forth the terms of the Plan Administrator’s engagement consistent with Section 5.7 of this Plan, which shall be acceptable to the Debtors and the Required Consenting Global First Lien Creditors.

**1.1.390** “*Plan Documents*” means (a) this Plan; (b) the Plan Supplement; (c) the PSA; (d) the Plan Administrator Agreement; and (e) the Confirmation Order, each as may be amended from time to time and, in each case, including any and all of the schedules, documents,

---

<sup>11</sup> The PI Trust Share was initially 45.3%; however, to reach an accommodation during mediation, the percentage above was agreed to.

instruments, and exhibits contained herein and therein or executed pursuant hereto or thereto, and all other schedules, documents, supplements, and exhibits hereto and thereto.

**1.1.391** “*Plan Injunction*” means the injunction set forth in Section 10.8 of this Plan.

**1.1.392** “*Plan Objection Deadline*” means the date set by the Bankruptcy Court as the deadline to file an objection to this Plan with the Bankruptcy Court.

**1.1.393** “*Plan Settlements*” means the settlements of certain Claims and controversies described in Section 5.20 and Article VI of this Plan.

**1.1.394** “*Plan Supplement*” means one or more compilations of documents and/or forms of documents, schedules, and exhibits to this Plan, as may be amended, supplemented, or otherwise modified from time to time, which shall be (a) in form and substance acceptable to the Debtors and the Required Consenting Global First Lien Creditors (subject to any consent rights of any other parties otherwise provided herein with respect to the documents comprising the Plan Supplement, including, for the avoidance of doubt, the consent rights set forth in the definitions of the applicable Trust Documents); *provided, that*, with respect to any Plan Supplement documents not separately defined herein and other than the Trust Documents, any provisions in such documents that materially and adversely affect the rights or entitlements of the constituencies or members of the Committees or the FCR under this Plan shall be reasonably acceptable to the Creditors’ Committee, the Opioid Claimants’ Committee, or the FCR, as applicable; and (b) filed by the Debtors no later than the date of the Plan Supplement Filing Deadline. The Plan Supplement shall include, without limitation: (i) the Trust Documents (*provided, however, that*, the Distribution Sub-Trust Documents shall be filed in accordance with Section 5.20(b)(vi) of this Plan); (ii) the Opioid School District Recovery Trust Governing Documents; (iii) the Voluntary Opioid Operating Injunction, including the VOI Side Letter; (iv) the Corporate Governance Documents of Purchaser Parent; (v) the Management Incentive Plan; (vi) the Rejection Schedule; (vii) the Schedule of Retained Causes of Action; (viii) the Exit Financing Documents; (ix) the Schedule of Excluded Insurance Policies; and (x) the schedule of Qualifying Opioids (which may be filed as an exhibit to one or more of the Trust Documents).

**1.1.395** “*Plan Supplement Filing Deadline*” means the date that is seven days before the Plan Objection Deadline.

**1.1.396** “*Plan Transaction*” means the transactions among the Debtors and the Purchaser Entities contemplated by, as set forth in, and in accordance with the PSA and this Plan.

**1.1.397** “*PLC EGM*” means the extraordinary general meeting of Endo International plc to be convened and held following the Effective Date to consider the PLC Liquidation Resolution.

**1.1.398** “*PLC Liquidation Resolution*” means a resolution of the shareholders of Endo International plc authorizing the commencement of liquidation proceedings.

**1.1.399** “*Post-Emergence Entities*” means, as of and following the Effective Date, the (a) Purchaser Entities; (b) Remaining Debtors; and (c) any Non-Debtor Affiliates that are not owned, directly or indirectly, by Purchaser Parent, as applicable.

**1.1.400** “*PPAs*” means Pharmaceutical Pricing Agreements.

**1.1.401** “*PPOC*” means a Present Private Opioid Claimant.

**1.1.402** “*PPOC Change of Control Payment*” means a payment to be made pursuant to the PPOC Trust Documents upon any Change of Control of Purchaser Parent, at which time Purchaser Parent must immediately make a payment to the PPOC Trust in an amount equal to either (a) with respect to any Change of Control that occurs on or before the first anniversary of the Effective Date, the applicable PPOC Prepayment Amount otherwise payable on the date of such Change of Control; or (b) with respect to any Change of Control that occurs after the first anniversary of the Effective Date, the amount equal to the third PPOC Trust Installment Payment and any other outstanding remaining PPOC Trust Installment Payments that come into existence due to any adjustment of the amounts and/or timing of the PPOC Trust Installment Payments pursuant to the PPOC Trust Documents, which amount in this clause (b), if made before the second anniversary of the Effective Date, shall be equal to the present value of such amount, discounted at a discount rate of 12% per annum. Any PPOC Change of Control Payment required to be made and not paid when due shall bear interest at a default rate of 12% per annum, compounding quarterly, from the due date until paid in full.

**1.1.403** “*PPOC Prepayment Amount*” means any amount paid or required to be paid as a result of Purchaser Parent’s exercise of the PPOC Prepayment Option.

**1.1.404** “*PPOC Prepayment Option*” means the option of Purchaser Parent to, during the 12-month period commencing on the Effective Date, prepay in full the then-outstanding amount of the PPOC Trust Installment Payments in accordance with the PPOC Trust Documents.

**1.1.405** “*PPOC Sub-Trust Documents*” means the Hospital Trust Documents, the IERP Trust II Documents, the NAS PI Trust Documents, the PI Trust Documents, and the TPP Trust Documents.

**1.1.406** “*PPOC Sub-Trusts*” means the Hospital Trust, the IERP Trust II, the NAS PI Trust, the PI Trust, and the TPP Trust.

**1.1.407** “*PPOC Trust*” means the trust to be established and funded with the PPOC Trust Consideration and the NAS Additional Amount in accordance with the PPOC Trust Documents, this Plan, and the Confirmation Order.

**1.1.408** “*PPOC Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the PPOC Trust.

**1.1.409** “*PPOC Trust Claim Shares*” means (a) the Hospital Trust Share; (b) the IERP Trust II Share; (c) the NAS PI Trust Share; (d) the PI Trust Share; and (e) the TPP Trust Share.

**1.1.410** “*PPOC Trust Consideration*” means a maximum aggregate amount of \$119.2 million in Cash (subject to adjustment in accordance with the PPOC Trust Documents, including as a result of the prepayment or non-prepayment of the PPOC Trust Consideration) to be distributed to the PPOC Trust and distributed by the PPOC Trust to the PPOC Sub-Trusts for Distributions to holders of Allowed Present Private Opioid Claims and otherwise used in accordance with the PPOC Trust Documents.

**1.1.411** “*PPOC Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing of Present Private Opioid Claims; and (b) the Distribution of the PPOC Trust Consideration and the NAS Additional Amount, including with respect to the PPOC Trust Claim Shares, in each case, by the PPOC Trust and in accordance with the PPOC Trust Documents.

**1.1.412** “*PPOC Trust Documents*” means the PPOC Trust Agreement and the PPOC Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee; *provided, that*, with respect to any provisions in any of the PPOC Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed Present Private Opioid Claim in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee. The PPOC Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the OCC Resolution Term Sheet, and shall be filed with the Plan Supplement.

**1.1.413** “*PPOC Trust Indemnified Parties*” means the PPOC Trustee(s) and certain other professionals and Persons engaged by the PPOC Trust as set forth in the PPOC Trust Agreement, in each case, solely in such Person’s capacity as such.

**1.1.414** “*PPOC Trust Installment Payments*” means the installment payments to be made pursuant to the PPOC Trust Documents by the Debtors and/or Purchaser Parent, as applicable, to the PPOC Trust, which installment payments, in the aggregate, comprise the PPOC Trust Consideration and the NAS Additional Amount. The timing and amount of each PPOC Trust Installment Payment shall be calculated in accordance with the PPOC Trust Documents.

**1.1.415** “*PPOC Trust Operating Reserve*” means an operating reserve to be established by the PPOC Trust (and funded solely from the PPOC Trust Consideration and the NAS Additional Amount) to pay the Trust Operating Expenses of the PPOC Trust.

**1.1.416** “*PPOC Trustee(s)*” means the trustee or group of trustees serving in such capacities pursuant to the PPOC Trust Agreement, which trustee or group of trustees shall be identified in the Plan Supplement.

**1.1.417** “*Preliminary Operating Injunction*” means that certain voluntary operating injunction appended to the Preliminary Operating Injunction Order as Appendix 1.

**1.1.418** “*Preliminary Operating Injunction Order*” means the *Order Granting Debtors’ Motion for a Preliminary Injunction Pursuant to Section 105 of the Bankruptcy Code* [Adv. Pro. 22-07039, Docket No. 63], as extended by the *Order Granting Debtors’ Motion to Extend the Preliminary Injunction Pursuant to Section 105 of the Bankruptcy Code* [Adv. Pro. 22-07039, Docket No. 87], and as may be further extended by the Bankruptcy Court.

**1.1.419** “*Prepetition Documents*” has the meaning set forth in the Cash Collateral Order.

**1.1.420** “*Prepetition First Lien Indebtedness*” has the meaning set forth in the Cash Collateral Order.

**1.1.421** “*Prepetition First Lien Lenders*” means JPMorgan Chase Bank, N.A., as issuing bank and swingline lender, and the other lenders from time to time party to the First Lien Credit Agreement.

**1.1.422** “*Prepetition Second Lien Secured Notes Parties*” has the meaning set forth in the Cash Collateral Order.

**1.1.423** “*Prepetition Secured Parties*” has the meaning set forth in the Cash Collateral Order.

**1.1.424** “*Present Private Opioid Claimants*” means holders of Present Private Opioid Claims.

**1.1.425** “*Present Private Opioid Claims*” means any and all Opioid Claims that are not (a) State Opioid Claims; (b) Local Government Opioid Claims; (c) Tribal Opioid Claims; (d) Public School District Claims; (e) Canadian Provinces Claims; (f) Settling Co-Defendant Claims; (g) Other Opioid Claims; or (h) held by a Governmental Authority. For the avoidance of doubt, no (i) Future PI Claim; (ii) Co-Defendant Claim; nor (iii) any Claim held by a holder which is a distributor, manufacturer, or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids or Opioid Products is a Present Private Opioid Claim; *provided, however, that*, an Opioid Claim held by a non-governmental hospital shall be a Present Private Opioid Claim notwithstanding the fact that such hospital operated or operates a pharmacy that distributed, dispensed, or sold Opioids or Opioid Products.

**1.1.426** “*Prior Settling State*” means any State or Territory that has entered into a settlement, compromise, or similar agreement with the Debtors in relation to such State’s or Territory’s Opioid Claims and which State or Territory has been paid by the Debtors before the Effective Date in respect of such settlement, compromise, or similar agreement. For the avoidance of doubt, “Prior Settling State” shall not include any State or Territory that executed a settlement, compromise, or similar agreement with the Debtors prior to the Petition Date but was not paid with respect to such settlement, compromise, or similar agreement.

**1.1.427** “*Priority Non-Tax Claims*” means any and all Claims entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, to the extent such Claims have not already been paid during the Chapter 11 Cases, other than: (a) Administrative Expense Claims; (b) the IRS Administrative Expense Claims; (c) Non-IRS Priority Tax Claims; and (d) the IRS Priority Tax Claims.

**1.1.428** “*Products*” means all products (including any ingredient or component thereof) manufactured, distributed, marketed, sold, imported, exported, or under development by any of the Debtors or Non-Debtor Affiliates.

**1.1.429** “*Professional*” means a Person (a) retained pursuant to a Final Order of the Bankruptcy Court in accordance with section 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date pursuant to sections 327, 328, 330, 331, and/or 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

**1.1.430** “*Professional Fee Escrow Account*” means a segregated escrow account containing the Professional Fee Reserve Amounts.

**1.1.431** “*Professional Fee Reserve Amounts*” means the amounts equal to the good faith estimates of each Professional of such Professional’s Fee Claims as of the Effective Date, and, for the avoidance of doubt, which Fee Claims (a) are not yet Allowed by the Bankruptcy Court as of the Effective Date; or (b) have been Allowed but not yet paid as of the Effective Date.

**1.1.432** “*Proof of Claim*” means any proof of claim filed against any Debtor in the Chapter 11 Cases.

**1.1.433** “*PSA*” means the Purchase and Sale Agreement by and among Purchaser Parent, the applicable Purchaser Entities, the Debtors, and certain Non-Debtor Affiliates, in substantially the form to be attached to this Plan as Exhibit A<sup>12</sup> and as ultimately executed by the parties thereto, together with all schedules and exhibits thereto and as may be amended from time to time in accordance with the terms thereof.

---

<sup>12</sup> The PSA shall be filed with the Bankruptcy Court prior to the Voting Deadline.

**1.1.434** “*Public Disclosure Documents*” means the original or duplicate writings, recordings, or photographs as defined in Federal Rule of Evidence 1001 to be placed in the Public Disclosure Document Repository in accordance with the terms of the Voluntary Opioid Operating Injunction.

**1.1.435** “*Public Disclosure Document Repository*” means a public repository of all Public Disclosure Documents maintained by a governmental, non-profit, or academic institution or Entity in accordance with section VI of the Voluntary Opioid Operating Injunction.

**1.1.436** “*Public Opioid Consideration*” means \$460,048,000 in Cash (unless prepaid, in which case the prepayment amount shall be calculated in accordance with the Public Opioid Distribution Documents) to be distributed to the Public Opioid Trust in accordance with the Public Opioid Distribution Documents for Distributions to holders of Allowed State Opioid Claims and otherwise used in accordance with the Public Opioid Distribution Documents, including any required payments to be made with respect to the Public Disclosure Document Repository.

**1.1.437** “*Public Opioid Distribution Documents*” means the Public Opioid Trust Agreement, including all schedules, exhibits, supplements, and any other attachments thereto, in each case, as may be amended from time to time pursuant to the terms thereof, and which shall each be otherwise acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Endo EC. The Public Opioid Distribution Documents shall provide for, among other things, (a) Distributions to be made to holders of Allowed State Opioid Claims that are not Prior Settling States; and (b) any distributions and/or grants to be made to Local Governments by States in accordance with applicable State agreements and laws, which distributions and grants shall, in each case, be funded solely with the Public Opioid Consideration. For the avoidance of doubt, a Prior Settling State cannot receive a Distribution from or otherwise share in the Public Opioid Consideration. The Public Opioid Distribution Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the Public/Tribal Term Sheet, and shall be filed with the Plan Supplement.

**1.1.438** “*Public Opioid Installment Payments*” means the installment payments to be made pursuant to the Public Opioid Distribution Documents by the Debtors and/or Purchaser Parent, as applicable, to the Public Opioid Trust which, in the aggregate, constitute the Public Opioid Consideration. The timing and amount of each Public Opioid Installment Payment shall be calculated in accordance with the Public Opioid Distribution Documents.

**1.1.439** “*Public Opioid Trust*” means the trust to be established for the benefit of holders of State Opioid Claims in accordance with the Public/Tribal Term Sheet, which trust may satisfy the requirements of Section 468B of the Tax Code and the QSF Regulation (as such may be modified or supplemented from time to time); *provided, however, that*, nothing contained in the Public/Tribal Term Sheet or this Plan shall be deemed to preclude the establishment of one or more trusts as determined to be reasonably necessary or appropriate to provide tax efficiency to the Public Opioid Trust (and all such trusts shall be included in this definition of Public Opioid Trust), so long as the establishment of multiple trusts is not

reasonably expected to result in any adverse tax consequences for the Debtors or the Post-Emergence Entities or any of their respective present or future Affiliates.

**1.1.440** “*Public Opioid Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Public Opioid Trust. The Public Opioid Trust Agreement shall include a schedule setting forth the allocation of the Public Opioid Consideration as among the States and Territories that are beneficiaries of the Public Opioid Trust.

**1.1.441** “*Public Opioid Trustee*” means the Person identified as serving in such capacity in the Plan Supplement and any successors or replacements duly appointed in accordance with the Public Opioid Distribution Documents.

**1.1.442** “*Public School District Claims*” means any and all Opioid Claims held by Public School District Creditors.

**1.1.443** “*Public School District Creditors*” means all U.S. public schools that hold any Opioid Claims, including the public school districts identified on Exhibit A to the *Amended Verified Statement of Binder & Schwartz LLP Under Federal Rule of Bankruptcy Procedure 2019* [Docket No. 2417], as such group may be reconstituted from time to time, and any other U.S. public school district which has filed a Proof of Claim.

**1.1.444** “*Public/Tribal Term Sheet*” means the Amended Voluntary Public/Tribal Opioid Trust Term Sheet filed as Exhibit C to the RSA, as may be amended from time to time.

**1.1.445** “*Publicis Health Parties*” means Publicis Groupe S.A. and all its Affiliates and subsidiaries, including but not limited to Publicis Health, LLC, Razorfish Health, Publicis Health Media, LLC, Publicis Touchpoint Solutions, Inc., and Verilogue, Inc. (other than, for the avoidance of doubt, (a) with respect to the Non-GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are Non-GUC Released Parties; and (b) with respect to the GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are GUC Released Parties).

**1.1.446** “*Purchaser Entity*” means, as of and following the Effective Date, any of (a) Purchaser Parent; and (b) Purchaser Parent’s direct and indirect subsidiaries, including any (i) newly-formed Entities under this Plan; (ii) Transferred Debtors; and (iii) Non-Debtor Affiliates that are owned, directly or indirectly, by Purchaser Parent.

**1.1.447** “*Purchaser Equity*” means the common stock or ordinary shares of Purchaser Parent to be issued (a) on the Effective Date pursuant to this Plan, including pursuant to the Rights Offerings and the Backstop Commitment Agreements; (b) upon the implementation of the Management Incentive Plan; and (c) as otherwise permitted pursuant to this Plan, the PSA, the Confirmation Order, and the Corporate Governance Documents.

**1.1.448** “*Purchaser Obligors*” means, collectively, the Purchaser Entities that are obligors with respect to the Exit Financing.

**1.1.449** “*Purchaser Parent*” means a newly formed Entity which shall be, as of and following the Effective Date, the parent company in the corporate structure of the Purchaser Entities.

**1.1.450** “*Purchaser Parent Board*” means the board of directors of Purchaser Parent as of and following the Effective Date, as may be reconstituted from time to time.

**1.1.451** “*Purchaser TEV*” means the total enterprise value of the Purchaser Entities as calculated in accordance with the Purchaser TEV Formula.

**1.1.452** “*Purchaser TEV Formula*” means (a)(i) the product of (1) the fully diluted outstanding shares of Purchaser Equity (calculated in accordance with the treasury stock method) and (2) the price of Purchaser Equity determined in accordance with the Net Debt Equity Split Adjustment, *plus* (ii) the face value of all funded indebtedness of the Purchaser Entities, *plus* (iii) the accreted liquidation preference (*i.e.*, taking into account all accrued dividends) of all preferred stock of the Purchaser Parent outstanding, *less* (b) all unrestricted Cash of the Purchaser Entities, as reported on the consolidated balance sheet of Purchaser Parent.

**1.1.453** “*QSF*” means a “qualified settlement fund” within the meaning of Section 1.468B-1, *et seq.* of the QSF Regulations.

**1.1.454** “*QSF Regulations*” means the Treasury Regulations promulgated under Section 468B of the Tax Code.

**1.1.455** “*Qualified Successor*” means, upon a Change of Control of Purchaser Parent, a successor Entity to Purchaser Parent that has net leverage less than the greater of (a) the 5.0x maximum allowed net leverage of Purchaser Parent pursuant to the OCC Resolution Term Sheet and the Public/Tribal Term Sheet; and (b) Purchaser Parent’s net leverage at the time of the applicable Change of Control.

**1.1.456** “*Qualifying Opioids*” means the schedule of specific Opioid Products manufactured, marketed, or sold by the Debtors (including, for the avoidance of doubt, Debtor Paladin Labs Inc.) and the Non-Debtor Affiliates, which schedule will be filed with the Plan Supplement.

**1.1.457** “*Ranitidine Claims*” means any and all Claims against the Debtors (a) arising or relating to the allegation that, under certain conditions, the active ingredient in ranitidine medications can break down to form an alleged carcinogen (including Claims based on theories of product liability, breach of warranty, fraud, negligence, and unjust enrichment); and (b) for which a Proof of Claim was filed by the General Bar Date.

**1.1.458** “*Ranitidine Claims Trust*” means the trust to be established as a Distribution Sub-Trust in accordance with the Ranitidine Claims Trust Documents, whose beneficiaries are the holders of Ranitidine Claims.

**1.1.459** “*Ranitidine Claims Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Ranitidine Claims Trust.

**1.1.460** “*Ranitidine Claims Trust Consideration*” means (a) \$200,000 in Cash from the GUC Trust Consideration; and (b) 20% of insurance proceeds allocable to liability for Ranitidine Claims in accordance with the GUC Trust Agreement, in each case, to be used as set forth in the Ranitidine Claims Trust Documents, including for Distributions to holders of Allowed Ranitidine Claims.

**1.1.461** “*Ranitidine Claims Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of Ranitidine Claims; and (b) the determination and payment of Distributions, if any, in each case, by the Ranitidine Claims Trust. For the avoidance of doubt, the Ranitidine Claims Trust Distribution Procedures may be contained in or included as part of the Ranitidine Claims Trust Agreement.

**1.1.462** “*Ranitidine Claims Trust Documents*” means the GUC Trust Documents, the Ranitidine Claims Trust Agreement, and/or the Ranitidine Claims Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall each be acceptable to the Debtors and the Creditors’ Committee and reasonably acceptable to the Required Consenting Global First Lien Creditors; *provided, that*, once the Ranitidine Claims Trust Documents are agreed to by the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee, any subsequent amendments or modifications to the Ranitidine Claims Trust Documents shall be reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee; *provided, further, that*, with respect to (a) any provisions in any of the Ranitidine Claims Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed Ranitidine Claim in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee; and (b) the allocation of the Ranitidine Claims Trust Consideration, such allocation shall be acceptable to the Creditors’ Committee and reasonably acceptable to the Debtors and the Required Consenting Global First Lien Creditors. The Ranitidine Claims Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the UCC Resolution Term Sheet, and shall be filed in accordance with the Distribution Sub-Trust Documents Approval Process.

**1.1.463** “*Ranitidine Claims Trustee*” means the Person identified as serving in such capacity in the Ranitidine Claims Trust Agreement and any successors or replacements duly appointed in accordance with the Ranitidine Claims Trust Documents.

**1.1.464** “*Reconstruction Steps*” has the meaning set forth in the Bidding Procedures Order.

**1.1.465** “*Regulatory Approvals*” means any approvals (including pricing and reimbursement approvals), permits, licenses, registrations, consents, clearances, waivers, exemptions, orders, notices, certifications, or other authorizations of any Governmental Authority, in each case, necessary to operate and/or for the possession, holding, research, development, testing, manufacture, marketing, distribution, sale, procurement, supply, import, or export of a Product (including any component or ingredient thereof), approvals for other regulated activity in relation to a Product, including but not limited to NDAs, INDs, FDA establishment registrations, FDA drug listings, drug identification numbers, medical device licenses, if any, natural product numbers, clinical trial approvals, and all Distribution Licenses, or any approvals, licenses, permits, registrations, consents, certifications, or authorizations required from any Governmental Authority in relation to the actions, steps, or transactions taken pursuant to this Plan or the PSA.

**1.1.466** “*Rejection Damages Claims*” means any and all Claims for damages under section 502(g) of the Bankruptcy Code resulting from the rejection of an Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code.

**1.1.467** “*Rejection Schedule*” means the schedule of Executory Contracts and/or Unexpired Leases to be rejected under this Plan, which schedule shall be filed with the Plan Supplement.

**1.1.468** “*Released Claims*” means any and all Claims and Causes of Action arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors’ business, or the Chapter 11 Cases or related foreign recognition proceedings, including, without limitation, any and every Cause of Action, including any and every Claim and action, class action, cross-claim, counterclaim, third-party Claim, controversy, dispute, demand, right, lien, indemnity, contribution, right of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license, or franchise, in each case, of any kind, character, or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, Secured or unsecured, Allowed, Disallowed, or Disputed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam, or otherwise, whether arising before, on, or after the Petition Date, whether arising under federal statutory law, state statutory law, common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, in contract or in tort, at law, in equity, or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance (other than any Specified Avoidance Action), willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint

liability, regardless of where in the world accrued or arising, including, for the avoidance of doubt, (a) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable; (b) any right of setoff, counterclaim, or recoupment, and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity; (c) the right to object to or otherwise contest Claims or Interests; (d) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress and usury, and any other defense set forth in section 558 of the Bankruptcy Code; and (f) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory (other than any Specified Avoidance Action) arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors' business, the Chapter 11 Cases, or foreign recognition proceedings relating to the Chapter 11 Cases, including, without limitation, any and all Claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part: (i) Opioids, Opioid Products, Canadian Opioid Products, and Opioid-Related Activities; (ii) the Debtors' use of Cash in accordance with the Cash Collateral Order; (iii) any Avoidance Actions that are not Specified Avoidance Actions (for the avoidance of doubt, Specified Avoidance Actions shall not be Released Claims); (iv) the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Sale Process, the Bidding Procedures Order, this Plan, the Plan Transaction, the Plan Documents, the Transaction Steps Order, the Plan Settlements, the Trusts, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution Documents, the Exit Financing Documents, the Rights Offering Documents, the RSA, the Restructuring Transactions, the India Internal Reorganization, the Scheme, the Scheme Circular, and any contract, instrument, release, or any other similar document or agreement entered into in connection with the foregoing or any transactions or other actions or omissions contemplated thereby; (v) the administration and implementation of this Plan, including the Restructuring Transactions, the Exit Financing, the Rights Offerings and the Backstop Commitment Agreements, the Plan Transaction, and the Plan Settlements, the issuance or Distribution of equity and/or debt securities and/or indebtedness in connection herewith or therewith, and any other transactions, actions, omissions, or documents contemplated hereby or thereby; (vi) the establishment and funding of the Trusts, the implementation of the Plan Settlements, and any other actions taken in connection therewith or contemplated thereby; and (vii) any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing. For the avoidance of doubt, "Released Claims" shall not include any (1) Claims or Causes of Action against any Excluded Party or, solely with respect to the GUC Releasing Parties, any GUC Excluded Party; or (2) GUC Trust Litigation Claims.

**1.1.469** "*Released Parties*" means, (a) with respect to the Debtor Releases, the Debtor Released Parties; (b) with respect to the GUC Releases, the GUC Released Parties; and (c) with respect to the Non-GUC Releases, the Non-GUC Released Parties. For the avoidance of doubt, each of the following shall be a Released Party: (i) the Debtors' current officers (as of or after the Petition Date); (ii) the Debtors' directors (including any Persons in any analogous

roles under applicable law) that continue serving in their capacity as directors with, or become directors of, any of the Purchaser Entities after the Effective Date or continue or begin serving in any other prior senior-level employment position<sup>13</sup> after the Effective Date and performing services commensurate with such prior position;<sup>14</sup> and (iii) current and former officers and directors (including any Persons in any analogous roles under applicable law) of subsidiaries of Endo International plc that are not UCC Specified Subsidiaries.

**1.1.470** “*Releases*” means the Debtor Releases, the GUC Releases, and the Non-GUC Releases, as applicable.

**1.1.471** “*Remaining Debtors*” means, as of and following the Effective Date, the Debtors that, upon emergence, are not Purchaser Entities (and are not, for the avoidance of doubt, Transferred Debtors).

**1.1.472** “*Representatives*” means, with respect to any Person, such Person’s current and former principals, members, equityholders, managers, partners, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, experts, and other professionals.

**1.1.473** “*Required Consenting Global First Lien Creditors*” has the meaning set forth in the RSA.

**1.1.474** “*Required Consenting Other First Lien Creditors*” has the meaning set forth in the RSA.

**1.1.475** “*Required First Lien Backstop Commitment Parties*” means the “Backstop Majority Parties” as defined in the First Lien Backstop Commitment Agreement.

**1.1.476** “*Required GUC Backstop Commitment Parties*” means the “Backstop Majority Parties” as defined in the GUC Backstop Commitment Agreement.

**1.1.477** “*Resolution Stipulation*” means the *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters* [Docket No. 1505], as may be amended from time to time.

**1.1.478** “*Restructuring Expenses*” means, collectively, (a) in accordance with the RSA and, without duplication, pursuant to the Cash Collateral Order or the PSA, the reasonable

---

<sup>13</sup> For the avoidance of doubt, any individual serving in a position of Band D or higher shall be deemed to be serving in a senior-level employment position.

<sup>14</sup> For the avoidance of doubt, if a director does not continue in the same position or one or more position(s) of similar seniority post-Effective Date, such individual shall not be a GUC Released Party or a Non-GUC Released Party under this clause (ii); *provided, that*, to the extent employed immediately prior to the Effective Date in a senior-level non-director position, such individual was offered employment by any of the Purchaser Entities.

and documented fees and out-of-pocket expenses and disbursements, in each case, incurred by (i) the Ad Hoc First Lien Group; (ii) the Ad Hoc Cross-Holder Group, in an amount not to exceed an aggregate of \$7.5 million from and after March 24, 2023; (iii) the First Lien Notes Indenture Trustee; (iv) the Second Lien Notes Indenture Trustee, in an amount not to exceed an aggregate of \$200,000 from and after March 24, 2023; (v) the First Lien Agent; (vi) the First Lien Collateral Trustee; and (vii) the Second Lien Collateral Trustee; (b) the Unsecured Noteholders Fees (but solely to the extent that no current or former member of the Ad Hoc Group of Unsecured Noteholders objects to this Plan or to Confirmation); (c) the Endo EC Professional Fees; and (d) the fees and expenses (including the reasonable and documented fees and expenses of one counsel) of (i) U.S. Bank Trust Company, National Association, in its capacity as Unsecured Notes Indenture Trustee, in an amount not to exceed an aggregate of \$1 million; and (ii) UMB Bank, National Association, in its capacity as Unsecured Notes Indenture Trustee, in an amount not to exceed an aggregate of \$1 million; *provided, however, that*, the foregoing clauses (i) and (ii) shall not be a cap on the fees and expenses, or limit in any way the rights or remedies, of the Unsecured Notes Indenture Trustees under the terms of the applicable Unsecured Notes Indentures, including such Unsecured Notes Indenture Trustees' rights to exercise any Indenture Trustee Charging Lien. For the avoidance of doubt, neither the Debtors nor the Purchaser Entities shall be required to pay any amount to (1) the Second Lien Notes Indenture Trustee in excess of the amounts provided in the foregoing clause (a)(iv); or (2) the Unsecured Notes Indenture Trustees in excess of the amounts provided in the foregoing clauses (d)(i) and (d)(2), in each case, except to the extent such Indenture Trustee is acting as Disbursing Agent in accordance with this Plan.

**1.1.479** “*Restructuring Transactions*” means all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan or any other document contemplated thereby, including, but not limited to, the transactions described in Section 5.11 of this Plan or as described in the Plan Supplement.

**1.1.480** “*Retained Causes of Action*” means those Claims and Causes of Action included on a schedule to be filed with the Plan Supplement.

**1.1.481** “*Reverse Payment Claims*” means any and all Claims against the Debtors (a) alleging that the Debtors are liable because a party was compensated for delaying its entry into or refraining from entering a market, or any similar theory of liability, including with respect to the following medications and/or their generic equivalents: Opana® ER, AndroGel®, Exforge®, Seroquel XR®, Xyrem®, Amitiza®, and Colcrys®; and (b) for which a Proof of Claim was filed by the General Bar Date (including, for the avoidance of doubt, any consolidated, “class,” or similar Proof of Claim submitted in accordance with the Bar Date Order).

**1.1.482** “*Reverse Payment Claims Trust*” means the trust to be established as a Distribution Sub-Trust in accordance with the Reverse Payment Claims Trust Documents, whose beneficiaries are the holders of Reverse Payment Claims.

**1.1.483** “*Reverse Payment Claims Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Reverse Payment Claims Trust.

**1.1.484** “*Reverse Payment Claims Trust Consideration*” means (a) \$6.5 million in Cash from the GUC Trust Consideration; and (b) the right to receive 3.36% of the proceeds of the GUC Trust Litigation Consideration in accordance with the GUC Trust Documents, in each case, to be distributed by the GUC Trust to the Reverse Payment Claims Trust and used as set forth in the Reverse Payment Claims Trust Agreement, including for Distributions to holders of Allowed Reverse Payment Claims in accordance with the Reverse Payment Claims Trust Documents.

**1.1.485** “*Reverse Payment Claims Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of Reverse Payment Claims; and (b) the determination and payment of Distributions, if any, in each case, by the Reverse Payment Claims Trust. For the avoidance of doubt, the Reverse Payment Claims Trust Distribution Procedures may be contained in or included as part of the Reverse Payment Claims Trust Agreement.

**1.1.486** “*Reverse Payment Claims Trust Documents*” means the GUC Trust Documents, the Reverse Payment Claims Trust Agreement, and/or the Reverse Payment Claims Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall each be acceptable to the Debtors and the Creditors’ Committee and reasonably acceptable to the Required Consenting Global First Lien Creditors; *provided, that*, once the Reverse Payment Claims Trust Documents are agreed to by the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee, any subsequent amendments or modifications to the Reverse Payment Claims Trust Documents shall be reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee; *provided, further, that*, with respect to (a) any provisions in any of the Reverse Payment Claims Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed Reverse Payment Claim in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Creditors’ Committee; and (b) the allocation of the Reverse Payment Claims Trust Consideration, such allocation shall be acceptable to the Creditors’ Committee and reasonably acceptable to the Debtors and the Required Consenting Global First Lien Creditors. The Reverse Payment Claims Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the UCC Resolution Term Sheet, and shall be filed in accordance with the Distribution Sub-Trust Documents Approval Process.

**1.1.487** “*Reverse Payment Claims Trustee*” means the Person identified as serving in such capacity in the Reverse Payment Claims Trust Agreement and any successors or replacements duly appointed in accordance with the Reverse Payment Claims Trust Documents.

**1.1.488** “*Rights Offering Documents*” means the GUC Rights Offering Documents and the First Lien Rights Offering Documents.

**1.1.489** “*Rights Offering Order*” means the order entered by the Bankruptcy Court approving the Rights Offerings and the Rights Offering Documents, as may be amended from time to time and as entered by the Bankruptcy Court.

**1.1.490** “*Rights Offerings*” means the GUC Rights Offering, the First Lien Rights Offering, and any other rights offerings or similar transactions, in each case, that is consented to by the Required Consenting Global First Lien Creditors, to be conducted in connection with this Plan or the implementation hereof.

**1.1.491** “*RSA*” means the Restructuring Support Agreement, by and between the Debtors and the Consenting First Lien Creditors, dated as of August 16, 2022 [Docket No. 20], as subsequently amended by the First A&R RSA [Docket No. 1502], the Second A&R RSA [Docket No. 3482], and any future amended and/or restated versions thereof.

**1.1.492** “*Sale Process*” means the marketing and sale process approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, including the “Sale” (as defined in the Bidding Procedures Order), and any and all transactions and documents contemplated by the foregoing.

**1.1.493** “*Schedule of Excluded Insurance Policies*” means the schedule of Non-GUC Trust Insurance Policies that shall be filed with the Plan Supplement.

**1.1.494** “*Schedules*” means, collectively, any schedules of Assets and liabilities and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as may be amended from time to time before entry of a final decree.

**1.1.495** “*Scheme*” means the Scheme of Arrangement, which will implement certain terms of this Plan, to be proposed by Endo International plc pursuant to the Irish Companies Act, concurrently with this Plan and sanctioned by the Irish High Court on or about the Confirmation Date.

**1.1.496** “*Scheme Circular*” means the scheme circular published by Endo International plc pursuant to section 452 of Part 9, Chapter 1 of the Irish Companies Act describing the terms of the Scheme.

**1.1.497** “*Search Firm*” means a reputable search firm to be selected by the Nominating and Selection Committee.

**1.1.498** “*Second A&R RSA*” means the Second Amended and Restated Restructuring Support Agreement filed with the Bankruptcy Court on December 28, 2023 [Docket No. 3482].

**1.1.499** “*Second Lien Collateral Trustee*” means Wilmington Trust, National Association, as collateral trustee under that certain Second Lien Collateral Trust Agreement, dated as of June 16, 2020, as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**1.1.500** “*Second Lien Deficiency Claims*” means any Second Lien Notes Claims, all of which shall constitute unsecured deficiency Claims pursuant to section 506(a) of the Bankruptcy Code.

**1.1.501** “*Second Lien Notes*” means the 9.500% senior secured second lien notes due July 31, 2027, issued pursuant to the Second Lien Notes Indenture.

**1.1.502** “*Second Lien Notes Claims*” means all Claims on account of the Second Lien Notes.

**1.1.503** “*Second Lien Notes Documents*” means the Second Lien Notes Indenture, together with all other related documents, instruments, and agreements, in each case, as may be supplemented, amended, restated, or otherwise modified from time to time.

**1.1.504** “*Second Lien Notes Indenture*” means that certain Indenture, dated as of June 16, 2020, by and among Endo Designated Activity Company, Endo Finance LLC, and Endo Finco Inc., as issuers, each of the guarantors party thereto, and the Second Lien Notes Indenture Trustee, together with all other related documents, instruments, and agreements, in each case, as supplemented, amended, restated, or otherwise modified from time to time.

**1.1.505** “*Second Lien Notes Indenture Trustee*” means Wilmington Savings Fund Society, FSB, as successor trustee to Computershare Trust Company, National Association (as successor trustee to Wells Fargo Bank, National Association), as indenture trustee under the Second Lien Notes Indenture.

**1.1.506** “*Secured*” means, with respect to any Claim, that such Claim is (a) secured by a Lien on property in which the Estate of the Debtor against which the Claim is asserted has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by a Final Order of the Bankruptcy Court, to the extent of the value of the applicable creditor’s interest in the Estate’s interest in such property as determined pursuant to section 506(a) of the Bankruptcy Code; (b) subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the property subject to setoff; or (c) otherwise Allowed pursuant to this Plan as a Secured Claim.

**1.1.507** “*Securities Act*” means the Securities Act of 1933, as now in effect or hereafter amended, and the rules and regulations of the United States Securities and Exchange Commission promulgated thereunder.

**1.1.508** “*Settling Co-Defendant Claims*” means any and all Claims held by Settling Co-Defendants relating to Opioid-Related Activities other than a Generics Price Fixing Claim. For the avoidance of doubt, any Claim that satisfies this definition of “Settling Co-

Defendant Claim” shall be considered a Settling Co-Defendant Claim, notwithstanding that such Claim otherwise satisfies the definition of another type of Claim.

**1.1.509** “*Settling Co-Defendant Surviving Claims and Causes of Action*” means the DMP Surviving Pre-Closing Date Ordinary Course and/or Contract Claims (as defined in the DMP Stipulation) and any Claims arising under any DMP Contracts (as defined in the DMP Stipulation), in each case, as and to the extent set forth in the DMP Stipulation.

**1.1.510** “*Settling Co-Defendants*” means those holders of Co-Defendant Claims listed on Exhibit A of the DMP Stipulation, as may be amended from time to time in accordance with the terms thereof, and any party who has signed a joinder thereto in accordance with the terms thereof.

**1.1.511** “*Silver Point*” means Silver Point Capital L.P. or its Affiliates.

**1.1.512** “*Solicitation Directive*” has the meaning set forth in the Disclosure Statement Order.

**1.1.513** “*Solicitation Procedures*” means the solicitation procedures approved pursuant to the Disclosure Statement Order.

**1.1.514** “*Specified Avoidance Action*” means any Avoidance Action asserted against a “governmental unit” (as defined in section 101(27) of the Bankruptcy Code) in connection with a settlement of an Opioid Claim.

**1.1.515** “*Specified Debtor Insurer Injunction*” means the injunction provided in Section 10.10 of this Plan.

**1.1.516** “*Specified Debtor Insurers*” means the insurers that issued and/or are party to the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies, which Specified Debtor Insurers shall be subject to the Specified Debtor Insurer Injunction.

**1.1.517** “*Specified Opioid Claimant Releasing Parties*” means (a) the PPOC Trust; (b) each PPOC Sub-Trust; (c) each Present Private Opioid Claimant; (d) the Future PI Trust; (e) each Future PI Claimant; (f) the Canadian Provinces Trust; (g) each Canadian Province; (h) each Canadian First Nation; (i) each Canadian Municipality; and (j) each Public School District Creditor, in each case, that grants or is deemed to grant, as applicable, the Non-GUC Releases, solely in their respective capacities as such.

**1.1.518** “*Specified Pharmacies*” means CVS Pharmacy, Inc.; CaremarkPCS Health, L.L.C.; CBS Caremark Part D Services, L.L.C.; Zinc Health Services L.L.C.; Walmart Inc., f/k/a Wal-Mart Stores, Inc.; Walgreen Co.; Walgreen Eastern Co.; and Walgreen Arizona Drug Co.

**1.1.519** “*Specified Pharmacies’ Defendant Claim Provisions*” has the meaning of “DMP Opioid Reimbursement Claims” set forth in the DMP Stipulation.

**1.1.520** “*Specified Subsidiary Employees*” means any and all employees, as of immediately prior to the Effective Date, of Endo US Holdings Luxembourg I S.à r.l., Endo India Holdings, LLC, Par Formulations Private Limited, Par Active Technologies Private Limited, Par Biosciences Private Limited, Operand Pharmaceuticals II Limited, Operand Pharmaceuticals III Limited, and Operand Pharmaceuticals HoldCo I Limited.

**1.1.521** “*Specified Trade Claims Order*” means the *Final Order (I) Authorizing Payment of Certain Prepetition Specified Trade Claims; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief* [Docket No. 317], as may be amended from time to time and as entered by the Bankruptcy Court.

**1.1.522** “*State*” means any of the 50 states of the United States of America or the District of Columbia, in each case, acting in its capacity as sovereign and in the public interest of its residents.

**1.1.523** “*State Allocation Table*” means the allocation table setting forth the amounts of Distributions with respect to holders of Allowed State Opioid Claims, which shall be included in the Public Opioid Distribution Documents.

**1.1.524** “*State Opioid Claims*” means any and all Opioid Claims held by (a) any State; and (b) any Territory; *provided, that*, for the avoidance of doubt, “*State Opioid Claims*” shall not include (i) Public School District Claims; or (ii) Local Government Opioid Claims.

**1.1.525** “*Statutory Fees*” means all fees and charges assessed against the Estates pursuant to 28 U.S.C. §§ 1911-1930.

**1.1.526** “*Subordinated, Recharacterized, or Disallowed Claims*” means any and all Claims (a) subject to subordination under sections 509(c) or 510 of the Bankruptcy Code; (b) recharacterized as equity by a Final Order of the Bankruptcy Court; or (c) as of the relevant time, Disallowed under section 502(e) of the Bankruptcy Code (subject, however, to section 502(j) of the Bankruptcy Code; *provided, that*, any Claim arising out of or relating to Opioid-Related Activities, Opioids, or Opioid Products, including any Co-Defendant Claim, that is Allowed under section 502(j) of the Bankruptcy Code following the Effective Date shall be subordinated in accordance with the foregoing clause (a) pursuant to Section 4.26(c) of this Plan).

**1.1.527** “*Supporting Governmental Entities*” means (a) certain States, including the District of Columbia; (b) the Territories of Guam, Puerto Rico, and the U.S. Virgin Islands; and (c) any States or Territories which supported or subsequently support the Plan.

**1.1.528** “*Syndicated Exit Financing*” means a new money debt financing that may be incurred by the Purchaser Obligors on the Effective Date, the terms of which shall be acceptable to the Required Consenting Global First Lien Creditors and reasonably acceptable to the Debtors, and the net proceeds of which shall, if consummated, be distributed to holders of Allowed First Lien Claims as provided in this Plan.

**1.1.529** “*Tax*” or “*Taxes*” means (a) any and all taxes, including all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, branch profits, profit share, license, lease, service, service use, value added (including GST/HST and QST), withholding, payroll, employment, social security, pension, fringe, fringe benefits, excise, estimated, severance, stamp, occupation, premium, property, windfall profits, wealth, net wealth, net worth, or other taxes or charges, fees, duties, levies, tariffs, imposts, tolls, customs, or other assessments in the nature of a tax, imposed by any Governmental Authority, in each case, together with any interest, penalties, inflationary adjustments, additions to tax, fines, or other additional amounts imposed thereon, with respect thereto; (b) any and all liability for the payment of any items described in the foregoing clause (a) arising from or as a result of being (or having been, or ceasing to be) a member of a fiscal unit, affiliated, consolidated, combined, unitary, or other similar group or being included in any tax return related to such group; (c) any and all liability for the payment of any amounts as a result of any successor or transferee liability or otherwise by operation of law, in respect of any items described in the foregoing clauses (a) or (b); (d) any tax liability in the capacity of an agent or a representative assessee of the Debtors pursuant to the provisions of the Indian Income Tax Act, 1961; and (e) any and all liability for the payment of any items described in the foregoing clauses (a) or (b) as a result of, or with respect to, any express obligation to indemnify any other Person pursuant to any tax sharing, tax indemnity, or tax allocation agreement, or any other similar agreement or arrangement with respect to taxes, or other contract (other than a commercial leasing or financing agreement or other similar agreement, in each case, entered into in the ordinary course of business, that is not primarily related to taxes).

**1.1.530** “*Tax Code*” means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

**1.1.531** “*Territory*” means 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, in each case, acting in such Territory’s capacity as sovereign and in the public interests of its residents.

**1.1.532** “*TPG Parties*” means TPG Inc., TPG Capital, TPG Sky L.P., TPG Sky Co-Invest L.P, TPG Biotechnology Partners IV L.P., Park Street Investors L.P., and any applicable Affiliates, subsidiaries, managed funds, and immediate or mediate transferees of any consideration paid for Par Pharmaceutical Holdings, Inc., or other related Entities or Persons (other than, for the avoidance of doubt, (a) with respect to the Non-GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are Non-GUC Released Parties; and (b) with respect to the GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are GUC Released Parties).

**1.1.533** “*TPP*” means third-party payor.

**1.1.534** “*TPP Claims*” means any and all Present Private Opioid Claims against any of the Debtors that (a) arose before August 16, 2022; and (b) are held by Present Private Opioid Claimants that are TPPs (*e.g.*, health insurers, employer-sponsored health plans, union health

and welfare funds, or any other providers of health care benefits, and any third-party administrators), including any Claims based on the subrogation rights of holders thereof that are not held by a Governmental Authority; *provided, that*, notwithstanding the foregoing, Claims in respect of government plans which Claims are asserted through (i) a private TPP; or (ii) any carrier of a federal employee health benefits plan, in each case, are TPP Claims.

**1.1.535** “*TPP TAC*” means the advisory committee tasked with overseeing the administration of the TPP Trust in consultation with the TPP Trustee.

**1.1.536** “*TPP Trust*” means the trust to be established to (a) assume all liability for TPP Claims; (b) administer TPP Claims; (c) collect the TPP Trust Share; and (d) make Distributions to holders of Allowed TPP Claims, in each case, in accordance with the TPP Trust Documents.

**1.1.537** “*TPP Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the TPP Trust.

**1.1.538** “*TPP Trust Agreement Glossary*” means the glossary of defined terms provided with respect to the TPP Trust Documents.

**1.1.539** “*TPP Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing of TPP Claims; and (b) the determination and payment of Distributions, if any, in each case, by the TPP Trust.

**1.1.540** “*TPP Trust Documents*” means the PPOC Trust Documents, the TPP Trust Agreement, the TPP Trust Agreement Glossary, and the TPP Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee; *provided, that*, with respect to any provisions in any of the TPP Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed TPP Claim in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee. The TPP Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the OCC Resolution Term Sheet, and shall be filed with the Plan Supplement.

**1.1.541** “*TPP Trust Share*” means a maximum aggregate amount of Cash equal to 28.8%<sup>15</sup> of the PPOC Trust Consideration (subject to adjustment in accordance with the terms of the TPP Trust Documents) to be distributed by the PPOC Trust to the TPP Trust for Distributions to holders of Allowed TPP Claims.

---

<sup>15</sup> The TPP Trust Share was initially 29.5%; however, to reach an accommodation during mediation, the percentage above was agreed to.

**1.1.542** “*TPP Trustee*” means the Person identified as serving in such capacity in the Plan Supplement and any successors or replacements duly appointed in accordance with the TPP Trust Documents.

**1.1.543** “*Trading Liquidity Testing Period*” means 30 days prior to the end of the OTC Period.

**1.1.544** “*Transaction Steps Order*” means the *Order Authorizing Certain Transaction Steps* [Docket No. 3367], as may be amended from time to time and as entered by the Bankruptcy Court.

**1.1.545** “*Transfer Regulations*” means any relevant local instrument implementing the Acquired Rights Directive 2001/23/EC, the United Kingdom Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended), the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 of Ireland, and any other laws providing for automatic transfer or employer substitution (including, without limitation, Canadian Labor Laws), or that permit the transfer of employees without an offer of employment, and similar laws and regulations in jurisdictions where the Debtors have employees.

**1.1.546** “*Transferred Debtors*” means, as of and following the Effective Date, any Debtors that are owned, directly or indirectly, by Purchaser Parent.

**1.1.547** “*Tribal Opioid Claims*” means any and all Opioid Claims held by a Tribe.

**1.1.548** “*Tribal Opioid Consideration*” means a maximum aggregate amount of \$15 million in Cash (subject to adjustment in accordance with the Tribal Opioid Distribution Documents) to be distributed to holders of Allowed Tribal Opioid Claims and otherwise used in accordance with the Tribal Opioid Distribution Documents.

**1.1.549** “*Tribal Opioid Distribution Documents*” means the Tribal Opioid Trust Agreement and the Tribal Opioid Trust Distribution Procedures (which may be contained in or included as part of the Tribal Opioid Trust Agreement), each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise acceptable to the Debtors and the Required Consenting Global First Lien Creditors. The Tribal Opioid Distribution Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the Public/Tribal Term Sheet, and shall be filed with the Plan Supplement.

**1.1.550** “*Tribal Opioid Installment Payments*” means the installment payments to be made pursuant to the Tribal Opioid Distribution Documents by the Debtors and/or Purchaser Parent, as applicable, to the Tribal Opioid Trust which, in the aggregate, constitutes the Tribal Opioid Consideration. The timing and amount of each Tribal Opioid Installment Payment shall be calculated in accordance with the Tribal Opioid Distribution Documents.

**1.1.551** “*Tribal Opioid Trust*” means the trust to be established for the benefit of holders of Tribal Opioid Claims in accordance with the Public/Tribal Term Sheet, which trust will satisfy the requirements of Section 468B of the Tax Code and the QSF Regulations (as such may be modified or supplemented from time to time); *provided, however, that*, nothing contained in the Public/Tribal Term Sheet or this Plan shall be deemed to preclude the establishment of one or more trusts as determined to be reasonably necessary or appropriate to provide tax efficiency to the Tribal Opioid Trust (and all such trusts shall be included in this definition of Tribal Opioid Trust), so long as the establishment of multiple trusts is not reasonably expected to result in any adverse tax consequences for the Debtors or the Post-Emergence Entities or any of their respective present or future Affiliates.

**1.1.552** “*Tribal Opioid Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Tribal Opioid Trust.

**1.1.553** “*Tribal Opioid Trust Distribution Procedures*” means the trust distribution procedures governing (a) the processing, including the Allowance or Disallowance, of Tribal Opioid Claims; and (b) the determination and payment of Distributions, if any, in each case, by the Tribal Opioid Trust. For the avoidance of doubt, the Tribal Opioid Trust Distribution Procedures may be contained in or included as part of the Tribal Opioid Trust Agreement.

**1.1.554** “*Tribal Opioid Trustee*” means the Person identified as serving in such capacity in the Plan Supplement and any successors or replacements duly appointed in accordance with the Tribal Opioid Distribution Documents.

**1.1.555** “*Tribe*” means any (a) 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; or (b) “Tribal Organization” as defined in the Indian Self-Determination and Education Assistance Act of 1975, as amended, 25 U.S.C. § 5304(i).

**1.1.556** “*Trust Channeled Claims*” means all GUC Trust Channeled Claims, State Opioid Claims, Tribal Opioid Claims, Present Private Opioid Claims (including, for the avoidance of doubt, PI Opioid Claims, NAS PI Claims, Hospital Opioid Claims, TPP Claims, and IERP II Claims), Future PI Claims, Canadian Provinces Claims, Other Opioid Claims, and EFBD Claims.

**1.1.557** “*Trust Documents*” means the Public Opioid Distribution Documents, the Tribal Opioid Distribution Documents, the GUC Trust Documents, the Distribution Sub-Trust Documents, the PPOC Trust Documents, the PPOC Sub-Trust Documents, the Future PI Trust Documents, the Canadian Provinces Distribution Documents, the Other Opioid Claims Trust Documents, and the EFBD Claims Trust Documents.

**1.1.558** “*Trust Operating Expenses*” means any and all costs, expenses, fees, taxes, disbursements, debts, or obligations incurred from the operation and administration of the

applicable Trust, including in connection with the prosecution or settlement of any Claims or Causes of Action accruing to such Trust, working capital, all compensation, costs, and fees of the applicable Trustee and any professionals or advisors retained by such Trust, and any actual or potential indemnification obligations reasonably expected by such Trustee, but excluding the amounts of any Distributions to be paid on account of Allowed Trust Channeled Claims. For the avoidance of doubt, in the event of any inconsistency between this definition of “Trust Operating Expenses” and applicable definition in any Trust Document, the definition in the applicable Trust Document shall govern.

**1.1.559** “*Trustees*” means the PPOC Trustee(s), the PI Trustee, the NAS PI Trustee, the Hospital Trustee, the IERP II Trustee, the TPP Trustee, the GUC Trustee, the Mesh Claims Trustee, the Generics Price Fixing Claims Trustee, the Ranitidine Claims Trustee, the Reverse Payment Claims Trustee, the Future PI Trustee, the Public Opioid Trustee, the Tribal Opioid Trustee, the Canadian Provinces Trustee, the Other Opioid Claims Trustee, the EFBD Claims Trustee, and any other trustee of any Trust duly appointed in accordance with the applicable Trust Documents.

**1.1.560** “*Trusts*” means any and all trusts or sub-trusts established pursuant to this Plan, including the PPOC Trust, each PPOC Sub-Trust, the GUC Trust, each Distribution Sub-Trust, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, the Canadian Provinces Trust, the Other Opioid Claims Trust, and the EFBD Claims Trust. For the avoidance of doubt, “Trusts” shall not include the Opioid School District Recovery Trust.

**1.1.561** “*U.S. Government*” means the federal government of the United States of America on behalf of the agencies that filed the U.S. Government Claims.

**1.1.562** “*U.S. Government Claims*” means the IRS Prepetition Claims, the IRS Administrative Expense Claims, the DOJ Criminal Claim, the DOJ Civil Claim, the HHS CMS Opioid Claim, the HHS CMS Mesh/Ranitidine Claim, the HHS IHS Opioid Claim, and the VA Opioid Claim, as such Claims may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, but excluding the HHS Protective Claims.

**1.1.563** “*U.S. Government General Unsecured Claims*” means the IRS Non-Priority Tax Claims, the DOJ Criminal Claim, the DOJ Civil Claim, the HHS CMS Opioid Claim, the HHS CMS Mesh/Ranitidine Claim, the HHS IHS Opioid Claim, and the VA Opioid Claim, as such Claims may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, but excluding the HHS Protective Claims and IRS Priority Tax Claims.

**1.1.564** “*U.S. Government Parties*” means the U.S. Government and its departments, agencies, agents, and employees, in each case, in their respective capacities as such.

**1.1.565** “*U.S. Government Resolution*” means the resolution reached with the U.S. Government resolving disputes among such parties with respect to the U.S. Government Claims, the terms of which shall be set forth in the U.S. Government Resolution Documents.

**1.1.566** “*U.S. Government Resolution Consideration*” means the consideration set forth in the U.S. Government Resolution Documents.

**1.1.567** “*U.S. Government Resolution Documents*” means the definitive documentation governing the U.S. Government Resolution and the implementation thereof.

**1.1.568** “*UCC Allocation*” means the document setting forth the allocation of the GUC Trust Consideration among the GUC Trust and the Distribution Sub-Trusts, which (a) is an integral component of the UCC Resolution; (b) shall be filed with the Plan Supplement; and (c) shall be in form and substance acceptable to the Creditors’ Committee.

**1.1.569** “*UCC Resolution*” means the resolution reached with the Creditors’ Committee resolving certain disputes set forth in the Resolution Stipulation, the terms of which are set forth in the UCC Resolution Term Sheet and the GUC Trust Documents.

**1.1.570** “*UCC Resolution Term Sheet*” means the UCC Resolution Term Sheet attached as Exhibit 1 to the Resolution Stipulation, as may be amended from time to time.

**1.1.571** “*UCC Specified Subsidiaries*” means Endo Ventures Unlimited Company (f/k/a Endo Ventures Limited), Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo Generics Holdings, Inc., Par Pharmaceutical Companies, Inc., Par Pharmaceutical, Inc., Generics Bidco I, LLC, Vintage Pharmaceuticals, LLC, Par Sterile Products, LLC, Paladin Labs Inc., DAVA Pharmaceuticals, LLC, and Par Pharmaceutical Holdings, Inc.

**1.1.572** “*UK*” means the United Kingdom.

**1.1.573** “*Underwriter*” means an “underwriter” as defined in section 1145(b) of the Bankruptcy Code.

**1.1.574** “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 and 1123 of the Bankruptcy Code.

**1.1.575** “*Unimpaired*” means not Impaired.

**1.1.576** “*United States*” or “*U.S.*” means the United States of America.

**1.1.577** “*United States Trustee*” or “*U.S. Trustee*” means the United States Trustee Program.

**1.1.578** “*Unsecured Noteholders Fees*” means the fees and expenses of the advisors to the Ad Hoc Group of Unsecured Noteholders, in the amount of \$950,000.

**1.1.579** “*Unsecured Notes*” means the notes issued pursuant to the Unsecured Notes Indentures.

**1.1.580** “*Unsecured Notes Claims*” means any and all Claims against the Debtors on account of any Unsecured Notes.

**1.1.581** “*Unsecured Notes Documents*” means the Unsecured Notes Indentures, together with all other related documents, instruments, and agreements, in each case, as may be supplemented, amended, restated, or otherwise modified from time to time.

**1.1.582** “*Unsecured Notes Indenture Trustees*” means (a) U.S. Bank Trust Company, National Association, in its capacity as successor indenture trustee to Computershare Trust Company, National Association (as successor trustee to Wells Fargo Bank, National Association) under (i) that certain Indenture, dated as of June 30, 2014; and (ii) that certain Indenture, dated as of June 16, 2020; and (b) UMB Bank, National Association, in its capacity as successor indenture trustee to (1) Computershare Trust Company, National Association (as successor trustee to Wells Fargo Bank, National Association) under that certain Indenture, dated as of January 27, 2015; and (2) U.S. Bank Trust Company, National Association, as successor trustee to Computershare Trust Company, National (as successor trustee to Wells Fargo Bank, National Association) under that certain Indenture, dated as of July 9, 2015.

**1.1.583** “*Unsecured Notes Indentures*” means (a) that certain Indenture, dated as of June 30, 2014, for the 5.375% Senior Notes due 2023, by and among Endo Finance LLC and Endo Finco Inc., as issuers, each of the guarantors party thereto, and U.S. Bank Trust Company, National Association, as trustee; (b) that certain Indenture, dated as of January 27, 2015, for the 6.00% Senior Notes due 2025, by and among Endo Designated Activity Company (formerly Endo Limited), Endo Finance LLC, and Endo Finco Inc., as issuers, each of the guarantors party thereto, and UMB Bank, National Association, as trustee; (c) that certain Indenture, dated as of July 9, 2015, for the 6.000% Senior Notes due 2023, by and among Endo Designated Activity Company (formerly Endo Limited), Endo Finance LLC, and Endo Finco Inc., as issuers, each of the guarantors party thereto, and UMB Bank, National Association, as trustee; and (d) that certain Indenture, dated as of June 16, 2020, for the 6.000% Senior Notes due 2028, by and among Endo Designated Activity Company, Endo Finance LLC, and Endo Finco Inc., as issuers, each of the guarantors party thereto, and U.S. Bank Trust Company, National Association, as trustee.

**1.1.584** “*VA*” means the United States Department of Veterans Affairs.

**1.1.585** “*VA Opioid Claim*” means Claim No. 4186 (amending Claim No. 708), filed by the VA against the Debtors pursuant to MCRA to recover the reasonable value of medical care and treatment provided to veterans and other VA beneficiaries that are alleged to be a direct result of certain of the Debtors’ conduct, as such Claim may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**1.1.586** “*VOI Opioid Products*” means all current and future medications containing VOI Opioids approved by the FDA and listed by the DEA as Schedule II, III, or W pursuant to the CSA (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). For the avoidance of doubt, “*VOI Opioid Products*” shall not

include (a) methadone, buprenorphine, or other products with an FDA-approved label that lists the treatment of opioid or other substance use disorder, abuse, addiction, dependence or overdose as their “indications or usage,” insofar as the product is being used to treat opioid abuse, addiction, dependence or overdose; or (b) raw materials, immediate precursors, and/or APIs used in the manufacture or study of VOI Opioids or VOI 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.

**1.1.587** “*VOI Opioids*” means all natural, semi-synthetic, or synthetic chemicals that interact with opioid receptors and act like opium; except, for the avoidance of doubt, does not include: (a) such chemicals used in products with an FDA-approved label that lists the treatment of opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage”; or (b) the opioid antagonists naloxone or naltrexone.

**1.1.588** “*VOI Side Letter*”<sup>16</sup> means the document, if any, in connection with the Voluntary Opioid Operating Injunction to be filed with the Plan Supplement.

**1.1.589** “*VOI-Specific Debtors*” means Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and each of their parents, subsidiaries, predecessors, successors, joint ventures, divisions, assigns, officers, directors, agents, partners, principals, current employees, and Affiliates acting on behalf of Endo Pharmaceuticals Inc. or Par Pharmaceutical, Inc in the United States.

**1.1.590** “*VOI-Specific Post-Emergence Entities*” means, as of and following the Effective Date, the VOI-Specific Debtors, as reorganized pursuant to and under this Plan, and any successors thereto.

**1.1.591** “*Voluntary Opioid Operating Injunction*” means the operating injunction set forth in the Plan Supplement, the terms of which shall be substantially the same in form and substance as the Preliminary Operating Injunction, and shall be approved by, and enforced pursuant to, the Confirmation Order.

**1.1.592** “*Voting Deadline*” means the deadline by which parties entitled to vote with respect to this Plan must submit their votes to accept or reject the Plan in accordance with the Disclosure Statement Order.

**1.1.593** “*Voting Representative*” means a Firm representing holders of Claims in Classes 4(C), 4(D), 4(E), 4(F), 7(A), 7(B), 7(C), 7(D), and 7(E) who has returned a properly completed Solicitation Directive and elected to utilize the Non-Notes Master Ballot Solicitation Method (as such terms are defined in the Disclosure Statement Order).

---

<sup>16</sup> The terms of the VOI Side Letter are contained in the Mutual Letter of Understanding between Endo (as defined in the VOI Side Letter), Purchaser Parent, the University of California, San Francisco, Johns Hopkins University, and the Commonwealth of Massachusetts, on behalf of the Participating States (as defined in the VOI Side Letter), which is filed with the Plan Supplement.

**1.1.594** “*ZS Associates Parties*” means ZS Associates, Inc. and all of its Affiliates and subsidiaries (other than, for the avoidance of doubt, (a) with respect to the Non-GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are Non-GUC Released Parties; and (b) with respect to the GUC Releases, any directors (including any Persons in analogous roles under applicable law), officers, or employees of the Debtors that are GUC Released Parties).

### ***Section 1.2 Rules of Interpretation***

For purposes of this Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form, or on particular terms and conditions, means that the referenced document shall be substantially in that form and/or substantially on those terms and conditions; (c) unless otherwise specified, any reference to this Plan shall mean this Plan, including any amendments, modifications, and supplements hereto and as it may be subsequently amended, modified, and supplemented; (d) any reference in this Plan to an existing document or exhibit having been filed or to be filed shall mean that such document or exhibit, as it may thereafter be amended, modified, or supplemented; (e) any reference to an Entity as a holder of a Claim or Interest includes that Entity’s successors and assigns unless otherwise provided in this Plan or the applicable Trust Documents; (f) unless otherwise specified, all references herein to “Sections,” “Exhibits,” and “Articles” are references to Sections, Exhibits, and Articles hereof or hereto; (g) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to this Plan in its entirety (and as may be amended, modified, or supplemented) rather than to a particular portion of this Plan; (h) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and the Bankruptcy Rules; (i) unless otherwise specified, the words “include” and “including,” and any variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words “without limitation”; (j) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under applicable state limited liability company laws; (k) references to “Proofs of Claim,” “holders of Claims,” “Disputed Claims,” and the like shall be deemed to include “Proofs of Interests,” “holders of Interests,” “Disputed Interests,” and the like, as applicable; (l) captions and headings of Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (m) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (n) to the extent there is any inconsistency between the terms of the Disclosure Statement and the terms of this Plan, this Plan shall control; (o) to the extent there is any inconsistency between the terms of this Plan and any exhibits hereto or any Plan Supplements or any documents contemplated hereby or thereby, including the PSA, this Plan shall control; *provided, that*, to the extent there is any inconsistency between the terms of this Plan and any Trust Document, the terms of the applicable Trust Document shall control; (p) to the extent there is any inconsistency between this Plan and the Confirmation Order, the

Confirmation Order shall control; (q) to the extent there is any inconsistency between this Plan and the U.S. Government Resolution Documents, the U.S. Government Resolution Documents shall control; (r) references to “shares,” “shareholders,” or “directors” shall also include “membership units,” “members,” “managers,” and/or “officers” or other functional equivalents, as applicable, as such terms are defined under the applicable state or non-U.S. corporate or comparable law, as applicable; (s) any immaterial effectuating provisions may be interpreted by the applicable Post-Emergence Entities in a manner that is consistent with the overall purpose and intent of this Plan, all without further order of the Bankruptcy Court; (t) references to docket numbers are references to the docket numbers of documents filed in the Chapter 11 Cases under the Bankruptcy Court’s CM/ECF system; (u) any consent, acceptance, or approval with respect to any party may be conveyed by counsel for the applicable party with such consent, acceptance, or approval rights, including by electronic mail; and (v) any rights of any Person or Entity with respect to the implementation and administration of this Plan are not, and shall not be construed to be, affirmative obligations of such Person or Entity to take (or refrain from taking) any action with respect thereto.

***Section 1.3 Computation of Time***

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

***Section 1.4 Governing Law***

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, and any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in such agreements, in which case the governing law of such agreement shall control); *provided, that*, corporate governance matters relating to the Debtors or the Post-Emergence Entities, as applicable, shall be governed by the laws of the state or other jurisdiction of incorporation or organization of the Debtors or the Post-Emergence Entities, as applicable.

***Section 1.5 Reference to Monetary Figures***

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

***Section 1.6 Reference to the Debtors or the Post-Emergence Entities***

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors or to the Post-Emergence Entities shall mean the Debtors and the applicable Post-Emergence Entities, as applicable, to the extent the context requires.

### ***Section 1.7 Controlling Document***

(a) In the event of an inconsistency between this Plan and the Plan Supplement or any other instrument or document created or executed pursuant to this Plan, between this Plan and the Disclosure Statement, or between this Plan and the PSA, this Plan shall control; *provided, that*, in the event of any inconsistency between this Plan and any Trust Document, the applicable Trust Document shall control; *provided, further, that*, in the event of any inconsistency between the (i) DMP Stipulation and the DMP Stipulation Order; and (ii) the Plan, the Disclosure Statement, the Plan Supplement, or any other Plan Document (including, without limitation, the PSA and the Trust Documents), the DMP Stipulation and the DMP Stipulation Order shall control as to the subject matter of the DMP Stipulation.

(b) The provisions of this Plan, the PSA, and the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each and the DMP Stipulation and the DMP Stipulation Order shall be incorporated by reference into the Confirmation Order; *provided, that*, if there is determined to be any inconsistency between any provisions of this Plan and any provision of the Confirmation Order and such inconsistency cannot be reconciled, the provisions of the Confirmation Order shall govern and any such provisions of the Confirmation Order shall be deemed a modification of this Plan, solely to the extent of such inconsistency; *provided, further, that*, in the event of any inconsistency between (i) the DMP Stipulation and the DMP Stipulation Order; and (ii) the Confirmation Order (which shall incorporate the DMP Stipulation and the DMP Stipulation Order by reference), the DMP Stipulation and the DMP Stipulation Order shall control as to the subject matter of the DMP Stipulation; *provided, that*, the incorporation of the DMP Stipulation and the DMP Stipulation Order into the Confirmation Order shall not alter the scope of the discharge provided in Article X of this Plan; *provided, further, that*, any such discharge shall be consistent with all of the terms of the DMP Stipulation and the DMP Stipulation Order and shall not alter in any way the rights of the parties to the DMP Stipulation and the DMP Stipulation Order thereunder.

(c) In the event of an inconsistency between the U.S. Government Resolution Documents and this Plan, the U.S. Government Resolution Documents shall govern, and any party to the U.S. Government Resolution Documents may request that the Bankruptcy Court amend or approve an amendment of this Plan to conform to the U.S. Government Resolution Documents. In accordance with Section 11.2(f) of this Plan, the Debtors shall not enter into an amendment or request that the Bankruptcy Court approve an amendment to the U.S. Government Resolution Documents if, and to the extent that, such amendment would materially and adversely affect the constituencies or members of the Ad Hoc First Lien Group, the Opioid Claimants' Committee, the Creditors' Committee, the FCR, or the Endo EC, as applicable, without the consent of such affected parties (not to be unreasonably withheld).

(d) The principal purpose of the Plan Administrator Agreement is to aid in the implementation of this Plan and, therefore, the Plan Administrator Agreement incorporates and is subject to the provisions of this Plan and the Confirmation Order. In the event that the provisions of the Plan Administrator Agreement are found to be inconsistent with the provisions of the Plan or the Confirmation Order, the provisions of the Plan and the Confirmation Order shall control; *provided, however*, that, the Plan Administrator Agreement shall control over the Plan and the

Confirmation Order as to any (i) general powers, rights, and obligations of the Plan Administrator; and (ii) all funding obligations of the Purchaser Entities (and the mechanics to provide such funding) to allow the Remaining Debtors to wind down, dissolve or liquidate the Remaining Debtors and their Non-Debtor Affiliates and/or to otherwise fully administer the Estates.

## ARTICLE II

### TREATMENT OF UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, IRS Administrative Expense Claims, Non-IRS Priority Tax Claims, and IRS Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III, and shall have the following treatment:

#### *Section 2.1 Administrative Expense Claims*

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to less favorable treatment, each holder of an Allowed Administrative Expense Claim that is not a Fee Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed Administrative Expense Claim, Cash equal to the unpaid portion of such Allowed Administrative Expense Claim on the latest of: (a) the Effective Date; (b) the first Business Day after the date that is 30 days after the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim; (c) the date on which such Administrative Expense Claim becomes payable under any agreement with the Debtors or the applicable Post-Emergence Entities relating thereto; (d) in respect of liabilities incurred by the Debtors in the ordinary course of business, the date upon which such liabilities are payable in the ordinary course of business by the Debtors or the applicable Post-Emergence Entities, as applicable, consistent with the Debtors' past practice; or (e) such other date as may be agreed upon between the holder of such Allowed Administrative Expense Claim and the Debtors or the applicable Post-Emergence Entities, as the case may be; *provided, however, that*, in order to receive payment of an Administrative Expense Claim, the holder thereof shall have filed and served a request for payment of such Administrative Expense Claim pursuant to the procedures specified in the Confirmation Order, and such Claim shall have become an Allowed Claim, other than with respect to a holder of: (i) an Administrative Expense Claim Allowed by a Final Order of the Bankruptcy Court on or before the Effective Date; or (ii) an Administrative Expense Claim that is (1) not Disputed; (2) arose in the ordinary course of business; and (3) was paid or is to be paid in accordance with the terms and conditions of the particular transaction giving rise to such Administrative Expense Claim. Any request for payment of an Administrative Expense Claim pursuant to this Section 2.1 that is not timely filed and served shall be Disallowed automatically

without the need for any objection from the Debtors, the Post-Emergence Entities, or the Plan Administrator.

## ***Section 2.2 Fee Claims***

### **(a) Fee Claims Generally**

Professionals or other Persons asserting Fee Claims for services rendered to the Debtors, the Committees, the FCR, or the Endo EC before the Effective Date must file and serve on the Debtors and/or the Post-Emergence Entities, and such other Persons who are designated by the applicable Bankruptcy Rules, the Confirmation Order, the Interim Compensation Order, or any other applicable order of the Bankruptcy Court, an application for final Allowance of such Fee Claim no later than 30 days after the Effective Date. Objections to any Fee Claim must be filed and served on the Purchaser Entities, the Committees, the United States Trustee, and the Professional requesting Allowance of such Fee Claim no later than 45 days after the Effective Date. Following the Effective Date, payment of compensation to Professionals in satisfaction of any Fee Claims shall be paid out of the Professional Fee Escrow Account as soon as reasonably practicable following the Allowance of such Fee Claims by the Bankruptcy Court; *provided, that*, to the extent any Fee Claim is Allowed only with respect to a portion of such Fee Claims, only the Allowed portion of such Fee Claim shall be paid; *provided, further, that*, to the extent the funds held in the Professional Fee Escrow Account are insufficient to satisfy the amount of Fee Claims owing to any Professional, such Professional shall hold an Allowed Administrative Expense Claim for the amount of any deficiency, which Allowed Administrative Expense Claim shall be satisfied by the Purchaser Entities. For the avoidance of doubt, (i) Fee Claims shall be subject to any limitations as agreed with the applicable Professional or other Person asserting such Fee Claims; and (ii) Allowed Fee Claims shall not be subject to Disallowance, setoff, recoupment, subordination, recharacterization, or reduction of any kind, including pursuant to section 502(d) of the Bankruptcy Code.

### **(b) Professional Fee Escrow Account**

No later than 10 Business Days prior to the Effective Date, the Debtors shall have deposited the Professional Fee Reserve Amounts, the estimates for which shall have been provided by the Professionals to the Debtors at least seven days prior to the date of such deposit by the Debtors; *provided, that*, none of the estimates provided by Professionals, the provision of the Professional Fee Reserve Amounts, nor the funding of the Professional Fee Escrow Account shall be considered an admission or limitation of any kind with respect to any Fee Claim. The Professional Fee Reserve Amounts in the Professional Fee Escrow Account shall be held in trust for Professionals and for no other party until all Allowed Fee Claims are paid in full, and such Professional Fee Reserve Amounts held in the Professional Fee Escrow Account shall not be considered property of the Debtors, their Estates, the Post-Emergence Entities, or the Plan Administrator; *provided, that*, after all Allowed Fee Claims have been paid in full, any amounts remaining in the Professional Fee Escrow Account shall revert to the Purchaser Entities and constitute property of the Purchaser Entities.

(c) Final Fee Statements

As soon as reasonably practicable after the Effective Date, the Plan Administrator shall prepare and file any final reports required by the Bankruptcy Court or the U.S. Trustee for the quarterly reporting period immediately following the Effective Date, including the quarterly fee statement for ordinary course professionals for such period, monthly operating reports, and the U.S. Trustee quarterly fee report. Other than any reports required pursuant to Bankruptcy Rule 2015(a)(5) or in connection with any Statutory Fees as required in Section 14.2, no further quarterly fee statements or reports shall be required upon such filing of such final reports.

(d) Post-Effective Date Professional Fees and Expenses

From and after the Effective Date, the Remaining Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses of the Professionals in the ordinary course of business (including as related to the implementation of this Plan, the Plan Settlements, the Plan Transaction, and the Restructuring Transactions, preparing, reviewing, and prosecuting or addressing any issues with respect to final fee applications), subject to any applicable fee caps as agreed with the applicable Professional. Upon the Effective Date, any requirement that professionals comply with sections 327 through 331, section 363, and section 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after the Effective Date shall terminate, and the applicable Post-Emergence Entities and the Plan Administrator may employ and pay any professionals in the ordinary course of business without any further notice to, or action, order, or approval of, the Bankruptcy Court.

***Section 2.3 Restructuring Expenses***

The Restructuring Expenses incurred, or estimated to be incurred prior to and including the Effective Date, to the extent not previously paid during the course of the Chapter 11 Cases, shall be paid in full in Cash on the Effective Date or as soon as reasonably practicable thereafter in accordance with, and subject to the terms of the Cash Collateral Order and the RSA, in each case, without any requirement to file a fee application or Administrative Expense Claim with the Bankruptcy Court or any requirement for Bankruptcy Court review or approval, which payments shall be final and not subject to disgorgement, turnover, recovery, avoidance, recharacterization, or any other similar Claim; *provided, that*, the Ad Hoc Cross-Holder Group, the First Lien Notes Indenture Trustee, the First Lien Agent, the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the Unsecured Notes Indenture Trustees, and the Ad Hoc Group of Unsecured Noteholders shall file a notice with the Bankruptcy Court setting forth their requested Restructuring Expenses. All Restructuring Expenses to be paid on the Effective Date shall be estimated in good faith, and such estimates shall be delivered to the Debtors at least two Business Days before the anticipated Effective Date; *provided, however, that*, such estimates shall not be considered an admission or limitation of any kind with respect to such Restructuring Expenses. Other than the payment of the Restructuring Expenses and Fee Claims, or as otherwise authorized by the Bankruptcy Court, no broker, finder, or investment banker engaged by or on behalf of any Debtor or Non-Debtor Affiliate shall be entitled to any brokerage, finder's, or other fee or commission in connection with this Plan or the Restructuring Transactions. Following the

Effective Date, any unpaid Restructuring Expenses incurred prior to and including the Effective Date shall be paid by the Purchaser Entities.

***Section 2.4 IRS Administrative Expense Claims***

Pursuant to and in accordance with the U.S. Government Resolution Documents, on the Effective Date, any and all IRS Administrative Expense Claims shall be deemed Allowed on the terms set forth in the U.S. Government Resolution Documents and holders of the IRS Administrative Expense Claims shall receive, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Claims, the applicable U.S. Government Resolution Consideration.

***Section 2.5 Non-IRS Priority Tax Claims***

Except to the extent that a holder of an Allowed Non-IRS Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Non-IRS Priority Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed Non-IRS Priority Tax Claim: (a) Cash in an amount equal to such Allowed Non-IRS Priority Tax Claim on or as soon as reasonably practicable after the later of (i) the Effective Date, to the extent such Claim is Allowed as of the Effective Date; (ii) the first Business Day after the date that is 30 days after the date such Non-IRS Priority Tax Claim becomes an Allowed Non-IRS Priority Tax Claim; and (iii) the date such Allowed Non-IRS Priority Tax Claim becomes due and payable in the ordinary course; or (b) an installment payment in Cash and the right to receive annual installment payments in Cash equal to an aggregate total value, calculated as of the Effective Date, of the Allowed amount of such Non-IRS Priority Tax Claim, over a period ending not later than five years after the Petition Date.

***Section 2.6 IRS Priority Tax Claims***

Pursuant to and in accordance with the U.S. Government Resolution Documents, on the Effective Date, the IRS Priority Tax Claims shall be deemed Allowed on the terms set forth in the U.S. Government Resolution Documents and holders of the IRS Priority Tax Claims shall receive, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Claims, the applicable U.S. Government Resolution Consideration. The IRS Priority Tax Claims shall not be subject to reconsideration or subordination.

**ARTICLE III**

**CLASSIFICATION OF CLAIMS AND INTERESTS**

***Section 3.1 Classification of Claims and Interests***

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. A Claim or Interest is placed in a particular Class for the purposes of voting on this Plan and receiving distributions pursuant to this Plan only to the extent

that such Claim or Interest is an Allowed Claim or Allowed Interest in such Class and such Claim or Interest has not been paid, released, withdrawn, or otherwise settled before the Effective Date.

**Section 3.2 Grouping of Debtors for Convenience Only**

Each Class of Claims or Interests will be deemed to contain sub-classes for each of the Debtors, to the extent applicable for voting and distribution purposes. To the extent there are no Allowed Claims or Interests in a Class with respect to a particular Debtor, such Class is deemed to be omitted with respect to such Debtor. Except as otherwise provided herein, to the extent a Claim may be asserted against more than one Debtor, the vote of the applicable holder of such Claim in connection with such Claim shall be counted as a vote of such Claim against each Debtor against which such Claim is asserted. The grouping of the Debtors in this manner shall not change the organizational structure of the Debtors’ business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal Entities, or cause the transfer of any Assets, and, except as otherwise provided by or permitted under this Plan, all Debtors shall continue to exist as separate legal Entities.

**Section 3.3 Summary of Classification**

The categories of Claims and Interests set forth below classify all Claims against and Interests in the Debtors for all purposes of this Plan. A Claim or Interest shall be deemed classified in a particular Class only to the extent such Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. The treatment with respect to each Class of Claims and Interests provided for in this Article III shall be in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Claims and Interests.

<b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Entitled to Vote</b>
1	Priority Non-Tax Claims	Unimpaired	No (conclusively presumed to accept)
2	Other Secured Claims	Unimpaired	No (conclusively presumed to accept)
3	First Lien Claims	Impaired	Yes
4(A)	Second Lien Deficiency and Unsecured Notes Claims	Impaired	Yes
4(B)	Other General Unsecured Claims	Impaired	Yes
4(C)	Mesh Claims	Impaired	Yes
4(D)	Ranitidine Claims	Impaired	Yes
4(E)	Generics Price Fixing Claims	Impaired	Yes
4(F)	Reverse Payment Claims	Impaired	Yes

<b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Entitled to Vote</b>
5	U.S. Government Claims	Impaired	Yes
6(A)	State Opioid Claims	Impaired	Yes
6(B)	Local Government Opioid Claims	Impaired	Yes
6(C)	Tribal Opioid Claims	Impaired	Yes
7(A)	PI Opioid Claims	Impaired	Yes
7(B)	NAS PI Claims	Impaired	Yes
7(C)	Hospital Opioid Claims	Impaired	Yes
7(D)	TPP Claims	Impaired	Yes
7(E)	IERP II Claims	Impaired	Yes
8	Public School District Claims	Impaired	Yes
9	Canadian Provinces Claims	Impaired	Yes
10	Settling Co-Defendant Claims	Impaired	Yes
11	Other Opioid Claims	Impaired	Yes
12	EFBD Claims	Impaired	Yes
13	Intercompany Claims	Impaired / Unimpaired	No (deemed to reject / conclusively presumed to accept)
14	Intercompany Interests	Impaired / Unimpaired	No (deemed to reject / conclusively presumed to accept)
15	Subordinated, Recharacterized, or Disallowed Claims	Impaired	No (deemed to reject)
16	Existing Equity Interests	Impaired	No (deemed to reject)

**Section 3.4 Special Provision Governing Unimpaired Claims**

Except as otherwise provided in this Plan, nothing under this Plan shall affect the Debtors’ rights in respect of any Claims that are Unimpaired, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Claims that are Unimpaired. Except as otherwise specifically provided in this Plan, nothing in this Plan shall be deemed to be a waiver or relinquishment of any claim, Cause of Action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Petition Date, against or with respect to any Claim that is Unimpaired, and the Post-Emergence Entities (and, to the extent applicable to the Remaining Debtors, the Plan Administrator) shall have, retain, reserve, and be entitled to fully assert all such claims, Causes of Action, rights of setoff, and other legal or equitable defenses which the Debtors had immediately prior to the Petition Date as if the Chapter

11 Cases had not been commenced, and all of the Post-Emergence Entities' legal and equitable rights with respect to any reinstated Claim or Claim that is Unimpaired by this Plan may be asserted after the Confirmation Date and the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

***Section 3.5 Voting Classes***

Classes 3, 4(A), 4(B), 4(C), 4(D), 4(E), 4(F), 5, 6(A), 6(B), 6(C), 7(A), 7(B), 7(C), 7(D), 7(E), 8, 9, 10, 11, and 12 are Impaired under this Plan and are entitled to vote to accept or reject this Plan.

***Section 3.6 Acceptance or Rejection of this Plan***

(a) Acceptance by Certain Impaired Classes

An Impaired Class of Claims shall have accepted this Plan if the holders, including holders acting through a Voting Representative, of (i) at least two-thirds in amount of Claims actually voting in such Class have voted to accept this Plan; and (ii) more than one-half in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 3, 4(A), 4(B), 4(C), 4(D), 4(E), 4(F), 5, 6(A), 6(B), 6(C), 7(A), 7(B), 7(C), 7(D), 7(E), 8, 9, 10, 11, and 12 (or, if applicable, the Voting Representatives of such holders) shall receive Ballots containing detailed voting instructions. For the avoidance of doubt, pursuant to and except as otherwise provided in the Solicitation Procedures, each Claim in Classes 4(C), 4(D), 4(E), 4(F), 6(A), 6(B), 6(C), 7(A), 7(B), 7(C), 7(D), 7(E), 8, 9, 10, 11, and 12 shall be accorded one vote and valued at \$1.00 for voting purposes only, and not for purposes of Allowance or Distribution, such that Classes 4(C), 4(D), 4(E), 4(F), 6(A), 6(B), 6(C), 7(A), 7(B), 7(C), 7(D), 7(E), 8, 9, 10, 11, and 12 shall each be deemed to have accepted this Plan if the holders, including holders acting through a Voting Representative, of at least two-thirds in number of Claims actually voting in such Class have voted to accept this Plan.

(b) Presumed Acceptance of this Plan

Classes 1 and 2 are Unimpaired under this Plan and are therefore conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code.

(c) Presumed Acceptance / Deemed Rejection of this Plan

Holders of Claims and Interests in Classes 13 and 14 are either (i) Unimpaired and are therefore conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code; or (ii) Impaired and not receiving any Distribution under this Plan and are therefore deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code.

***Section 3.7 Elimination of Vacant Classes***

Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from this Plan for purposes of voting

to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

***Section 3.8 Presumed Acceptance by Non-Voting Classes***

If a Class contains Claims eligible to vote and no holders of Claims eligible to vote in such Class vote to accept or reject this Plan, this Plan shall be presumed to have been accepted by the holders of such Claims in such Class.

***Section 3.9 Cramdown***

If any Class rejects or is deemed to reject this Plan, the Debtors may (a) seek Confirmation of this Plan under section 1129(b) of the Bankruptcy Code; or (b) amend or modify this Plan in accordance with Section 12.1 of this Plan, with the consent of the Required Consenting Global First Lien Creditors, to the extent that Confirmation under section 1129(b) of the Bankruptcy Code requires such amendment or modification.

**ARTICLE IV**

**TREATMENT OF CLAIMS AND INTERESTS**

***Section 4.1 Class 1 – Priority Non-Tax Claims***

(a) *Classification.* Class 1 consists of all Priority Non-Tax Claims.

(b) *Impairment and Voting.* Class 1 is Unimpaired, and holders of Allowed Priority Non-Tax Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Allowed Priority Non-Tax Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to Allowed Priority Non-Tax Claims.

(c) *Treatment.* Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of (i) the Effective Date; and (ii) the date that is 30 days after the date such Priority Non-Tax Claim becomes an Allowed Claim or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such holder's Allowed Priority Non-Tax Claim, (1) Cash in an amount equal to such Allowed Priority Non-Tax Claim; or (2) such other treatment that shall render such claim Unimpaired under the Bankruptcy Code.

***Section 4.2 Class 2 – Other Secured Claims***

(a) *Classification.* Class 2 consists of Other Secured Claims.

(b) *Impairment and Voting.* Class 2 is Unimpaired, and holders of Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Secured Claims are not entitled to vote to accept

or reject this Plan, and the votes of such holders will not be solicited with respect to Other Secured Claims.

(c) *Treatment.* Except to the extent that a holder of an Allowed Other Secured Claim against the Debtors agrees to a less favorable treatment of such Claim, each holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claim, at the sole option of the Debtors or the applicable Post-Emergence Entities, as applicable: (i) Cash in an amount equal to such Claim, payable on the later of (1) the Effective Date; (2) the date that is a maximum of 30 days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim; or (3) such other date as agreed to by the Debtors or the applicable Post-Emergence Entities, as applicable, and such holder, or as soon after the applicable of the foregoing clauses (1), (2), or (3) as is reasonably practicable; (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; or (iii) such other treatment rendering such holder's Allowed Other Secured Claim Unimpaired under the Bankruptcy Code; *provided, that*, Other Secured Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.

**Section 4.3 Class 3 – First Lien Claims**

(a) *Classification.* Class 3 consists of all First Lien Claims.

(b) *Impairment and Voting.* Class 3 is Impaired, and holders of First Lien Claims are entitled to vote to accept or reject this Plan.

(c) *Allowance.* The First Lien Claims shall be deemed Allowed on the Effective Date in the following amounts, *plus* accrued and unpaid interest, fees, expenses, and other obligations arising, due, or owing under or in connection with the First Lien Credit Agreement and/or the First Lien Notes Indentures, as applicable, in each case, through and including the Petition Date:

<b>First Lien Claim by Debt Instrument</b>	<b>Allowed Amounts (in USD)<sup>17</sup></b>
First Lien Credit Agreement	\$2,252,200,000.00
First Lien Notes Indenture dated as of April 27, 2017, for the 5.875% Senior Secured Notes due 2024	\$300,000,000.00
First Lien Notes Indenture dated as of March 28, 2019, for the 7.500% Senior Secured Notes due 2027	\$2,015,479,000.00
First Lien Notes Indenture dated as of March 25, 2021, for the 6.125% Senior Secured Notes due 2029	\$1,295,000,000.00
<b>Total</b>	<b>\$5,862,679,000.00</b>

<sup>17</sup> Amounts to be updated prior to the Confirmation Hearing.

(d) *Treatment.* Except to the extent that a holder of an Allowed First Lien Claim agrees to less favorable treatment, on the Effective Date, each holder of an Allowed First Lien Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claim, such holder’s pro rata share of:

(i) 96.30% of the Purchaser Equity (subject to dilution by any issuances of Purchaser Equity under or pursuant to (1) the Rights Offerings and the Backstop Commitment Agreements; and (2) the Management Incentive Plan);

(ii) (1) if the Exit Minimum Cash Sweep Trigger occurs, Cash from the Exit Minimum Cash Sweep; and/or (2) the net proceeds of the Syndicated Exit Financing, if any, after giving effect to the transactions occurring on the Effective Date; and/or (3) the New Takeback Debt;

(iii) the First Lien Accrued and Unpaid Adequate Protection Payments; and

(iv) the First Lien Subscription Rights.

**Section 4.4 Class 4(A) – Second Lien Deficiency Claims and Unsecured Notes Claims**

(a) *Classification.* Class 4(A) consists of all Second Lien Deficiency Claims and Unsecured Notes Claims.

(b) *Impairment and Voting.* Class 4(A) is Impaired, and holders of Second Lien Deficiency Claims and Unsecured Notes Claims are entitled to vote to accept or reject this Plan.

(c) *Allowance of Second Lien Deficiency Claims.* The Second Lien Deficiency Claims shall be deemed Allowed as an unsecured deficiency claim pursuant to section 506(a) of the Bankruptcy Code on the Effective Date in the amount of \$989,239,405.00.

(d) *Allowance of Unsecured Notes Claims.* The Unsecured Notes Claims shall be deemed Allowed on the Effective Date in the following amounts:

<b>Unsecured Notes Claim by Indenture</b>	<b>Allowed Amounts (in USD)</b>
Unsecured Notes Indenture dated as of June 30, 2014, for the 5.375% Senior Notes due 2023	\$6,155,358.65
Unsecured Notes Indenture dated as of January 27, 2015, for the 6.00% Senior Notes due 2025	\$22,281,173.08
Unsecured Notes Indenture dated as of July 9, 2015, for the 6.000% Senior Notes due 2023	\$56,736,474.67
Unsecured Notes Indenture dated as of June 16, 2020, for the 6.000% Senior Notes due 2028	\$1,270,079,189.33
<b>Total</b>	<b>\$1,355,252,195.73</b>

(e) *Treatment.* Except to the extent that a holder of a Second Lien Deficiency Claim or Unsecured Notes Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Second Lien Deficiency Claims and Unsecured Notes Claims, the GUC Trust shall receive the GUC Trust Consideration in accordance with the GUC Trust Documents, and

(i) holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims shall receive GUC Subscription Rights; *provided, that*, the exercise of such GUC Subscription Rights shall be subject to the terms and conditions set forth in the GUC Rights Offering Documents; and

(ii) on the Effective Date, each Second Lien Deficiency Claim and each Unsecured Notes Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by, the GUC Trust and such Claim shall thereafter be asserted exclusively against the GUC Trust. The sole recourse of any holder of a Second Lien Deficiency Claim or an Unsecured Notes Claim on account thereof shall be to the GUC Trust and only in accordance with the terms, provisions, and procedures of the GUC Trust Documents, which shall provide that such Claims shall be Allowed in the amounts set forth above and administered by the GUC Trust and holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims shall receive:

- (1) such holders' applicable share of the GUC Trust Purchaser Equity; and
- (2) such holders' pro rata share of GUC Trust Class A Units.

(f) *Incremental Trust Distributions in Exchange for Granting GUC Releases.* The procedures governing Distributions set forth in the GUC Trust Documents shall provide for an additional payment by the GUC Trust to any holder of an Allowed Second Lien Deficiency Claim or Allowed Unsecured Notes Claim who is entitled to receive a Distribution from the GUC Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the GUC Trust shall be in exchange for such holder's granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to Section 4.4(e)(ii), by (ii) a multiplier of 4x. Notwithstanding the foregoing, this Section 4.4(f) shall not apply with respect to GUC Subscription Rights or any Purchaser Equity issued or distributed as a result of the exercise of GUC Subscription Rights as contemplated by Section 4.4(e)(i).

***Section 4.5 Class 4(B) – Other General Unsecured Claims***

(a) *Classification.* Class 4(B) consists of all Other General Unsecured Claims.

(b) *Impairment and Voting.* Class 4(B) is Impaired, and holders of Other General Unsecured Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of an Other General Unsecured Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Other General Unsecured Claims, (i) the GUC Trust shall receive the GUC Trust Consideration in accordance with the GUC Trust Documents; and (ii) each Other General Unsecured Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust, and such Other General Unsecured Claim shall thereafter be asserted exclusively against the GUC Trust and treated solely in accordance with the terms, provisions, and procedures of the GUC Trust Documents, which shall provide that Other General Unsecured Claims shall be either Allowed and administered by the GUC Trust or otherwise Disallowed and released in full. Holders of Allowed Other General Unsecured Claims shall receive a recovery, if any, from the GUC Trust Consideration. The sole recourse of any holder of an Other General Unsecured Claim on account thereof shall be to the GUC Trust and only in accordance with the terms, provisions, and procedures of the GUC Trust Documents.

(d) *Incremental Trust Distributions in Exchange for Granting GUC Releases.* The procedures governing Distributions set forth in the GUC Trust Documents shall provide for an additional payment by the GUC Trust to any holder of an Allowed Other General Unsecured Claim who is entitled to receive a Distribution from the GUC Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the GUC Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the GUC Trust Documents, by (ii) a multiplier of 4x. Notwithstanding the foregoing, this Section 4.5(d) shall not apply with respect to GUC Subscription Rights or any Purchaser Equity issued or distributed as a result of the exercise of GUC Subscription Rights.

#### **Section 4.6 Class 4(C) – Mesh Claims**

(a) *Classification.* Class 4(C) consists of all Mesh Claims.

(b) *Impairment and Voting.* Class 4(C) is Impaired, and holders of Mesh Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a Mesh Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Mesh Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Mesh Claims Trust Consideration, in accordance with the Mesh Claims Trust Documents; and (ii) each Mesh Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Mesh Claims shall be exclusively handled by the Mesh Claims Trust, which shall be funded with the Mesh Claims Trust Consideration in accordance with the Mesh Claims Trust Documents, and Mesh Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Mesh Claims Trust Documents, which shall provide that Mesh Claims shall be either Allowed and administered by the Mesh Claims Trust or otherwise Disallowed and released in full. Holders

of Allowed Mesh Claims shall receive a recovery, if any, from the Mesh Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Mesh Claim on account thereof shall be to the Mesh Claims Trust and only in accordance with the terms, provisions, and procedures of the Mesh Claims Trust Documents.

(d) *Incremental Trust Distributions in Exchange for Granting GUC Releases.* The procedures governing Distributions set forth in the Mesh Claims Trust Documents shall provide for an additional payment by the Mesh Claims Trust to any holder of an Allowed Mesh Claim who is entitled to receive a Distribution from the Mesh Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Mesh Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Mesh Claims Trust Documents, by (ii) a multiplier of 4x.

**Section 4.7 Class 4(D) – Ranitidine Claims**

(a) *Classification.* Class 4(D) consists of all Ranitidine Claims.

(b) *Impairment and Voting.* Class 4(D) is Impaired, and holders of Ranitidine Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a Ranitidine Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Ranitidine Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Ranitidine Claims Trust Consideration, in accordance with the Ranitidine Claims Trust Documents; and (ii) each Ranitidine Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Ranitidine Claims shall be exclusively handled by the Ranitidine Claims Trust, which shall be funded with the Ranitidine Claims Trust Consideration in accordance with the Ranitidine Claims Trust Documents, and Ranitidine Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Ranitidine Claims Trust Documents, which shall provide that Ranitidine Claims shall be either Allowed and administered by the Ranitidine Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Ranitidine Claims shall receive a recovery, if any, from the Ranitidine Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Ranitidine Claim on account thereof shall be to the Ranitidine Claims Trust and only in accordance with the terms, provisions, and procedures of the Ranitidine Claims Trust Documents.

(d) *Incremental Trust Distributions in Exchange for Granting GUC Releases.* The procedures governing Distributions set forth in the Ranitidine Claims Trust Documents shall provide for an additional payment by the Ranitidine Claims Trust to any holder of an Allowed Ranitidine Claim who is entitled to receive a Distribution from the Ranitidine Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Ranitidine Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any

Distribution to be made to such holder pursuant to the Ranitidine Claims Trust Documents, by (ii) a multiplier of 4x.

**Section 4.8 Class 4(E) – Generics Price Fixing Claims**

(a) *Classification.* Class 4(E) consists of all Generics Price Fixing Claims.

(b) *Impairment and Voting.* Class 4(E) is Impaired, and holders of Generics Price Fixing Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a Generics Price Fixing Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Generics Price Fixing Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Generics Price Fixing Claims Trust Consideration, in accordance with the Generics Price Fixing Claims Trust Documents; and (ii) each Generics Price Fixing Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Generics Price Fixing Claims shall be exclusively handled by the Generics Price Fixing Claims Trust, which shall be funded with the Generics Price Fixing Claims Trust Consideration in accordance with the Generics Price Fixing Claims Trust Documents, and Generics Price Fixing Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Generics Price Fixing Claims Trust Documents, which shall provide that Generics Price Fixing Claims shall be either Allowed and administered by the Generics Price Fixing Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Generics Price Fixing Claims shall receive a recovery, if any, from the Generics Price Fixing Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Generics Price Fixing Claim on account thereof shall be to the Generics Price Fixing Claims Trust and only in accordance with the terms, provisions, and procedures of the Generics Price Fixing Claims Trust Documents.

(d) *Incremental Trust Distributions in Exchange for Granting GUC Releases.* The procedures governing Distributions set forth in the Generics Price Fixing Claims Trust Documents shall provide for an additional payment by the Generics Price Fixing Claims Trust to any holder of an Allowed Generics Price Fixing Claim who is entitled to receive a Distribution from the Generics Price Fixing Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Generics Price Fixing Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Generics Price Fixing Claims Trust Documents, by (ii) a multiplier of 4x.

(i) Any holder of an Allowed Generics Price Fixing Claim (1) whose Generics Price Fixing Claim was included in an administrative class Proof of Claim filed in accordance with the Bar Date Order; and (2) that does not grant and is not deemed to have granted the GUC Releases by the Voting Deadline shall have the opportunity to grant the GUC Releases after the Voting Deadline in accordance with the Generics Price Fixing Claims Trust Documents, which shall establish a deadline and procedures providing such

holders the opportunity to grant the GUC Releases and thereby become eligible to receive an additional payment in exchange therefor. For the avoidance of doubt, this Section 4.8(d)(i) shall not apply with respect to any holder of a Generics Price Fixing Claim that returned a Ballot prior to the Voting Deadline, and the amount of any Distribution and/or additional payment to be made to such holder shall be calculated based on whether such holder granted (or was deemed to have granted) the GUC Releases pursuant to such holder's Ballot.

***Section 4.9 Class 4(F) – Reverse Payment Claims***

(a) *Classification.* Class 4(F) consists of all Reverse Payment Claims.

(b) *Impairment and Voting.* Class 4(F) is Impaired, and holders of Reverse Payment Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a Reverse Payment Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Reverse Payment Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Reverse Payment Claims Trust Consideration, in accordance with the Reverse Payment Claims Trust Documents; and (ii) each Reverse Payment Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Reverse Payment Claims shall be exclusively handled by the Reverse Payment Claims Trust, which shall be funded with the Reverse Payment Claims Trust Consideration in accordance with the Reverse Payment Claims Trust Documents, and Reverse Payment Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Reverse Payment Claims Trust Documents, which shall provide that Reverse Payment Claims shall be either Allowed and administered by the Reverse Payment Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Reverse Payment Claims shall receive a recovery, if any, from the Reverse Payment Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Reverse Payment Claim on account thereof shall be to the Reverse Payment Claims Trust and only in accordance with the terms, provisions, and procedures of the Reverse Payment Claims Trust Documents.

(d) *Incremental Trust Distributions in Exchange for Granting GUC Releases.* The procedures governing Distributions set forth in the Reverse Payment Claims Trust Documents shall provide for an additional payment by the Reverse Payment Claims Trust to any holder of an Allowed Reverse Payment Claim who is entitled to receive a Distribution from the Reverse Payment Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Reverse Payment Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Reverse Payment Claims Trust Documents, by (ii) a multiplier of 4x.

(i) Any holder of an Allowed Reverse Payment Claim (1) whose Reverse Payment Claim was included in an administrative class Proof of Claim filed in accordance

with the Bar Date Order; and (2) that does not grant and is not deemed to have granted the GUC Releases by the Voting Deadline shall have the opportunity to grant the GUC Releases after the Voting Deadline in accordance with the Reverse Payment Claims Trust Documents, which shall establish a deadline and procedures providing such holders the opportunity to grant the GUC Releases and thereby become eligible to receive an additional payment in exchange therefor. For the avoidance of doubt, this Section 4.9(d)(i) shall not apply with respect to any holder of a Reverse Payment Claim that returned a Ballot prior to the Voting Deadline, and the amount of any Distribution and/or additional payment to be made to such holder shall be calculated based on whether such holder granted (or was deemed to have granted) the GUC Releases pursuant to such holder's Ballot.

***Section 4.10 Class 5 – U.S. Government General Unsecured Claims***

- (a) *Classification.* Class 5 consists of all U.S. Government General Unsecured Claims.
- (b) *Impairment and Voting.* Class 5 is Impaired, and holders of U.S. Government General Unsecured Claims are entitled to vote to accept or reject this Plan.
- (c) *Allowance of U.S. Government Claims.* The U.S. Government General Unsecured Claims shall be deemed Allowed as of the Effective Date on the terms set forth in the U.S. Government Resolution Documents. The Allowed U.S. Government General Unsecured Claims shall not be subject to reconsideration or subordination.
- (d) *Treatment.* On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, the holders of the U.S. Government General Unsecured Claims shall receive the U.S. Government Resolution Consideration pursuant to and in accordance with the terms of the U.S. Government Resolution Documents.

***Section 4.11 Class 6(A) – State Opioid Claims***

- (a) *Classification.* Class 6(A) consists of all State Opioid Claims.
- (b) *Impairment and Voting.* Class 6(A) is Impaired, and holders of State Opioid Claims are entitled to vote to accept or reject this Plan.
- (c) *Treatment.* Except to the extent that a holder of a State Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the State Opioid Claims, (i) the Public Opioid Trust shall receive the Public Opioid Consideration in accordance with the Public Opioid Distribution Documents; and (ii) each State Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Public Opioid Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the Public Opioid Trust. The sole recourse of any holder of a State Opioid Claim on account thereof shall be to the Public Opioid Trust and only in accordance with the terms, provisions, and procedures of the Public Opioid Distribution Documents, pursuant to which any holder of a State Opioid Claim that votes to accept this Plan shall be deemed to hold an Allowed State Opioid Claim and shall be eligible to participate

in the Public Opioid Trust, in each case, in accordance with the Public Opioid Distribution Documents.

***Section 4.12 Class 6(B) – Local Government Opioid Claims***

(a) *Classification.* Class 6(B) consists of all Local Government Opioid Claims.

(b) *Impairment and Voting.* Class 6(B) is Impaired, and holders of Local Government Opioid Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, holders of Local Government Opioid Claims shall be eligible to receive distributions from their respective State in accordance with such State's opioid abatement programs, subject to the laws and agreements of such State and such State's opioid abatement programs. For the avoidance of doubt, the treatment provided with respect to this Class 6(B) shall not prevent any Local Government from participating in its respective State's opioid abatement programs as provided by and in accordance with applicable State law and agreements, regardless of whether such Local Government filed a Local Government Opioid Claim and/or voted to accept or reject this Plan.

***Section 4.13 Class 6(C) – Tribal Opioid Claims***

(a) *Classification.* Class 6(C) consists of all Tribal Opioid Claims.

(b) *Impairment and Voting.* Class 6(C) is Impaired, and holders of Tribal Opioid Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a Tribal Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Tribal Opioid Claims, (i) the Tribal Opioid Trust shall receive the Tribal Opioid Consideration in accordance with the Tribal Opioid Distribution Documents; and (ii) each Tribal Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Tribal Opioid Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the Tribal Opioid Trust. The sole recourse of any holder of a Tribal Opioid Claim on account thereof shall be to the Tribal Opioid Trust and only in accordance with the terms, provisions, and procedures of the Tribal Opioid Distribution Documents, which shall provide that (1) such Claims shall be either Allowed and administered by the Tribal Opioid Trust or otherwise Disallowed and released in full; and (2) holders of Tribal Opioid Claims shall receive the applicable shares of the Tribal Opioid Consideration allocated to such holders as set forth in the Tribal Opioid Distribution Documents, in each case, in accordance with and subject to the terms of the Tribal Opioid Distribution Documents.

**Section 4.14 Class 7(A) – PI Opioid Claims**

(a) *Classification.* Class 7(A) consists of all PI Opioid Claims.

(b) *Impairment and Voting.* Class 7(A) is Impaired, and holders of PI Opioid Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a PI Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the PI Opioid Claims, (i) the PI Trust shall receive the PI Trust Share in accordance with the PI Trust Documents; and (ii) each PI Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of this Plan and subsequently channeled to the PI Trust, and all of the Debtors' liability for such Claim shall be assumed by the PI Trust and such PI Opioid Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the PI Trust Documents. Holders of Allowed PI Opioid Claims shall receive a recovery, if any, from the PI Trust Share, in each case, in accordance with and subject to the terms of the PI Trust Documents.

(d) *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.* The procedures governing Distributions set forth in the PI Trust Documents shall provide for an additional payment by the PI Trust to any holder of an Allowed PI Opioid Claim who is entitled to receive a Distribution from the PI Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the PI Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the PI Trust Documents, by (ii) a multiplier of 4x.

**Section 4.15 Class 7(B) – NAS PI Claims**

(a) *Classification.* Class 7(B) consists of all NAS PI Claims.

(b) *Impairment and Voting.* Class 7(B) is Impaired, and holders of NAS PI Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a NAS PI Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the NAS PI Claims, (i) the NAS PI Trust shall receive the NAS PI Trust Share in accordance with the NAS PI Trust Documents; and (ii) each NAS PI Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of this Plan and subsequently channeled to the NAS PI Trust, and all of the Debtors' liability for such Claim shall be assumed by the NAS PI Trust and such NAS PI Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the NAS PI Trust Documents. Holders of Allowed NAS PI Claims shall receive a recovery, if any, from the NAS PI Trust Share, in each case, in accordance with and subject to the terms of the NAS PI Trust Documents.

(d) *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.* The procedures governing Distributions set forth in the NAS PI Trust Documents shall provide for an additional payment by the NAS PI Trust to any holder of an Allowed NAS PI Claim who is entitled to receive a Distribution from the NAS PI Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the NAS PI Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the NAS PI Trust Documents, by (ii) a multiplier of 4x.

**Section 4.16 Class 7(C) – Hospital Opioid Claims**

(a) *Classification.* Class 7(C) consists of all Hospital Opioid Claims.

(b) *Impairment and Voting.* Class 7(C) is Impaired, and holders of Hospital Opioid Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a Hospital Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Hospital Opioid Claims, (i) the Hospital Trust shall receive the Hospital Trust Share in accordance with the Hospital Trust Documents; and (ii) each Hospital Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of this Plan and subsequently channeled to the Hospital Trust, and all of the Debtors' liability for such Claim shall be assumed by the Hospital Trust and such Hospital Opioid Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the Hospital Trust Documents. Holders of Allowed Hospital Opioid Claims shall receive a recovery, if any, from the Hospital Trust Share, in each case, in accordance with and subject to the terms of the Hospital Trust Documents.

(d) *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.* The procedures governing Distributions set forth in the Hospital Trust Documents shall provide for an additional payment by the Hospital Trust to any holder of an Allowed Hospital Opioid Claim who is entitled to receive a Distribution from the Hospital Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the Hospital Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Hospital Trust Documents, by (ii) a multiplier of 4x.

**Section 4.17 Class 7(D) – TPP Claims**

(a) *Classification.* Class 7(D) consists of all TPP Claims.

(b) *Impairment and Voting.* Class 7(D) is Impaired, and holders of TPP Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a TPP Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the TPP Claims, (i) the TPP Trust shall receive the TPP Trust Share in accordance with the TPP Trust Documents; and (ii) each TPP Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of this Plan and subsequently channeled to the TPP Trust, and all of the Debtors' liability for such Claim shall be assumed by the TPP Trust and such TPP Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the TPP Trust Documents. Holders of Allowed TPP Claims shall receive a recovery, if any, from the TPP Trust Share, in each case, in accordance with and subject to the terms of the TPP Trust Documents.

(d) *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.* The procedures governing Distributions set forth in the TPP Trust Documents shall provide for an additional payment by the TPP Trust to any holder of an Allowed TPP Claim who is entitled to receive a Distribution from the TPP Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the TPP Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the TPP Trust Documents, by (ii) a multiplier of 4x.

#### ***Section 4.18 Class 7(E) – IERP II Claims***

(a) *Classification.* Class 7(E) consists of all IERP II Claims.

(b) *Impairment and Voting.* Class 7(E) is Impaired, and holders of IERP II Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of an IERP II Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the IERP II Claims, (i) the IERP Trust II shall receive the IERP Trust II Share in accordance with the IERP Trust II Documents; and (ii) each IERP II Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of this Plan and subsequently channeled to the IERP Trust II, and all of the Debtors' liability for such Claim shall be assumed by the IERP Trust II and such IERP II Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the IERP Trust II Documents. Holders of Allowed IERP II Claims shall receive a recovery, if any, from the IERP Trust II Share, in each case, in accordance with and subject to the terms of the IERP Trust II Documents.

(d) *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.* The procedures governing Distributions set forth in the IERP Trust II Documents shall provide for an additional payment by the IERP Trust II to any holder of an Allowed IERP II Claim who is entitled to receive a Distribution from the IERP Trust II and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the IERP Trust II shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-

GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the IERP Trust II Documents, by (ii) a multiplier of 4x.

***Section 4.19 Class 8 – Public School District Claims***

(a) *Classification.* Class 8 consists of all Public School District Claims.

(b) *Impairment and Voting.* Class 8 is Impaired, and holders of Public School District Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* As of the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, all Allowed Public School District Claims, the Opioid School District Recovery Trust shall be funded with the Opioid School District Recovery Trust Consideration in accordance with the Opioid School District Recovery Trust Governing Documents.

***Section 4.20 Class 9 – Canadian Provinces Claims***

(a) *Classification.* Class 9 consists of all Canadian Provinces Claims.

(b) *Impairment and Voting.* Class 9 is Impaired, and holders of Canadian Provinces Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of a Canadian Provinces Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Canadian Provinces Claims, (i) the Canadian Provinces Trust shall receive the Canadian Provinces Consideration in accordance with the Canadian Provinces Distribution Documents, pursuant to which the aggregate amount of Canadian Provinces Consideration shall be subject to adjustment depending on the number of Canadian Provinces that grant or are deemed to grant, as applicable, the Non-GUC Releases; and (ii) each Canadian Provinces Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Canadian Provinces Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the Canadian Provinces Trust. The sole recourse of any holder of a Canadian Provinces Claim on account thereof shall be to the Canadian Provinces Trust and only in accordance with the terms, provisions, and procedures of the Canadian Provinces Distribution Documents, which shall provide that (1) such Claims shall be either Allowed and administered by the Canadian Provinces Trust or otherwise Disallowed and released in full; and (2) the Canadian Provinces shall receive the applicable allocated portion of the Canadian Provinces Consideration set forth in the Canadian Provinces Term Sheet except as otherwise agreed between the Debtors, the Required Consenting Global First Lien Creditors, and the Canadian Provinces.

**Section 4.21 Class 10 – Settling Co-Defendant Claims**

- (a) *Classification.* Class 10 consists of all Settling Co-Defendant Claims.
- (b) *Impairment and Voting.* Class 10 is Impaired, and holders of Settling Co-Defendant Claims are entitled to vote to accept or reject this Plan.
- (c) *Treatment.* The DMP Stipulation and the DMP Stipulation Order are incorporated by reference into this Plan as though fully set forth herein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claim, each holder of a Settling Co-Defendant Claim shall receive the treatment set forth in the DMP Stipulation, pursuant to which such Settling Co-Defendant Claims shall be released or subordinated, as applicable, by the applicable Settling Co-Defendants subject to the other terms and conditions of the DMP Stipulation. Notwithstanding anything herein to the contrary, in the event of any inconsistency between any provision in this Plan relating to Settling Co-Defendant Claims and any provision in the DMP Stipulation, the DMP Stipulation shall govern; *provided, that,* notwithstanding anything herein or in the DMP Stipulation or the DMP Stipulation Order to the contrary, nothing in the DMP Stipulation or the DMP Stipulation Order shall affect the discharge provided in Article X of this Plan; *provided, further, that,* any such discharge shall be consistent with all of the terms of the DMP Stipulation and the DMP Stipulation Order and shall not alter in any way the rights of the parties to the DMP Stipulation and the DMP Stipulation Order thereunder.

**Section 4.22 Class 11 – Other Opioid Claims**

- (a) *Classification.* Class 11 consists of all Other Opioid Claims.
- (b) *Impairment and Voting.* Class 11 is Impaired, and holders of Other Opioid Claims are entitled to vote to accept or reject this Plan.
- (c) *Treatment.* Except to the extent that a holder of an Other Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Other Opioid Claims, (i) the Other Opioid Claims Trust shall receive the Other Opioid Claims Trust Consideration in accordance with the Other Opioid Claims Trust Documents; and (ii) each Other Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Other Opioid Claims Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the Other Opioid Claims Trust and such Other Opioid Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the Other Opioid Claims Trust Documents. Holders of Allowed Other Opioid Claims shall receive a recovery, if any, from the Other Opioid Claims Trust Consideration, in each case, in accordance with and subject to the terms of the Other Opioid Claims Trust Documents.
- (d) *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.* The procedures governing Distributions set forth in the Other Opioid Claims Trust Documents shall provide for an additional payment by the Other Opioid Claims Trust to any holder of an Allowed Other Opioid Claim who is entitled to receive a Distribution from the Other Opioid

Claims Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the Other Opioid Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Other Opioid Trust Documents, by (ii) a multiplier of 4x.

**Section 4.23 Class 12 – EFBD Claims**

(a) *Classification.* Class 12 consists of all EFBD Claims.

(b) *Impairment and Voting.* Class 12 is Impaired, and holders of EFBD Claims are entitled to vote to accept or reject this Plan.

(c) *Treatment.* Except to the extent that a holder of an EFBD Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the EFBD Claims, (i) the EFBD Claims Trust shall receive the EFBD Claims Trust Consideration in accordance with the EFBD Claims Trust Documents; and (ii) each EFBD Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the EFBD Claims Trust pursuant to Section 10.9 of this Plan, and all of the Debtors' liability for such Claim shall be assumed by the EFBD Claims Trust and such EFBD Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the EFBD Claims Trust Documents. Holders of Allowed EFBD Claims shall receive a recovery, if any, from the EFBD Claims Trust Consideration, in each case, in accordance with and subject to the terms of the EFBD Claims Trust Documents; *provided, that*, the amount of any Distribution to a holder of an Allowed EFBD Claim on account of such Allowed EFBD Claim shall not exceed the amount of comparable Distributions provided by another Trust under this Plan to holders of similar Allowed Claims that were filed before the General Bar Date and channeled to such other Trust under this Plan; *provided, further, that*, the procedures for determining the maximum amount of any Distribution to be made by the EFBD Claims Trust shall be substantially similar to those provided in the Future PI Trust Distribution Procedures.

(d) *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.* The procedures governing Distributions set forth in the EFBD Claims Trust Documents shall provide for an additional payment by the EFBD Claims Trust to any holder of an Allowed EFBD Claim who is entitled to receive a Distribution from the EFBD Claims Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the EFBD Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the EFBD Claims Trust Documents, by (ii) a multiplier of 4x. For the avoidance of doubt, such additional amount shall in no event be greater than the additional amount provided to any holder of an Allowed Present Private Opioid Claim or an Allowed GUC Trust Channeled Claim, as applicable, who received an additional payment in exchange for granting or being deemed to grant, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

**Section 4.24 Class 13 – Intercompany Claims**

(a) *Classification.* Class 13 consists of all Intercompany Claims.

(b) *Impairment and Voting.* Intercompany Claims are either (i) Unimpaired, in which case the holders of such Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code; or (ii) Impaired and not receiving any Distribution under this Plan, in which case the holders of such Intercompany Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited.

(c) *Treatment.* On the Effective Date, each Intercompany Claim shall either be (i) reinstated; or (ii) settled or deemed automatically cancelled, extinguished, and discharged in the discretion of the Debtors, subject to the consent of the Required Consenting Global First Lien Creditors; *provided, that*, any Intercompany Claims of any Debtor (other than the Transferred Debtors) against any Purchaser Entity shall be cancelled, extinguished, and discharged.

**Section 4.25 Class 14 – Intercompany Interests**

(a) *Classification.* Class 14 consists of all Intercompany Interests.

(b) *Impairment and Voting.* Intercompany Interests are either (1) Unimpaired, in which case the holders of such Intercompany Interests are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code; or (2) Impaired and not receiving any Distribution under this Plan, in which case the holders of such Intercompany Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Intercompany Interests are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited.

(c) *Treatment.* On the Effective Date, each Intercompany Interest shall either be (i) transferred, directly or indirectly, to the applicable Purchaser Entities; (ii) reinstated; or (iii) deemed automatically cancelled, extinguished, and discharged, in each case, in the discretion of the Debtors, subject to the consent of the Required Consenting Global First Lien Creditors.

**Section 4.26 Class 15 – Subordinated, Recharacterized, or Disallowed Claims**

(a) *Classification.* Class 15 consists of all Subordinated, Recharacterized, or Disallowed Claims.

(b) *Impairment and Voting.* Class 15 is Impaired and not receiving any Distribution under this Plan. Therefore, holders of Subordinated, Recharacterized, or Disallowed Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited.

(c) *Treatment.* On the Effective Date, each Subordinated, Recharacterized or Disallowed Claim, shall be cancelled, extinguished, and discharged, and each holder thereof shall

not receive or retain any property under this Plan on account of such Claim. To the extent that any Claim in this Class 15 arising out of or relating to Opioid-Related Activities or any Opioids or Opioid Products manufactured, marketed, or sold by the Debtors, including any Co-Defendant Claim, that is Disallowed pursuant to section 502(e) of the Bankruptcy Code is later Allowed in accordance with section 502(j) of the Bankruptcy Code, on the date of the Allowance of such Claim, such Claim shall automatically be subordinated pursuant to section 509(c) of the Bankruptcy Code and shall therefore be automatically deemed a Subordinated, Recharacterized, or Disallowed Claim and such Claim shall automatically be cancelled, extinguished, and discharged in accordance with this Section 4.26(c).

***Section 4.27 Class 16 – Existing Equity Interests***

(a) *Classification.* Class 16 consists of all Existing Equity Interests.

(b) *Impairment and Voting.* Class 16 is Impaired and not receiving any Distribution under this Plan. Therefore, holders of Existing Equity Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited.

(c) *Treatment.* On the Effective Date, each Existing Equity Interest, shall be cancelled, extinguished, and discharged, subject to applicable law, and each holder thereof shall not receive or retain any property under this Plan on account of such Existing Equity Interest.

**ARTICLE V**

**MEANS FOR IMPLEMENTATION**

***Section 5.1 Cancellation of Securities and Agreements***

(a) Except for the purpose of evidencing a right to a Distribution under this Plan and as otherwise specifically provided for in this Plan and subject in all respects to the Intercreditor Agreements (other than as provided herein), on the Effective Date, each Prepetition Document, each Second Lien Notes Document, Unsecured Notes Document, and any other indentures, notes, bonds, purchase rights, agreements, instruments, guarantees, certificates, warrants, options, puts, securities, pledges, and other documents, in each case, that relate to any Claim against or Interest in the Debtors and any rights of any holder in respect thereof, including, but not limited to, Existing Equity Interests, the First Lien Credit Agreement, the Indentures (and the Notes issued thereunder), and any indebtedness or obligations thereunder, shall be deemed, subject to applicable law, cancelled, discharged, and of no force or effect, without any need for any person, including, without limitation, the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the First Lien Agent, any Indenture Trustee, or any holder of any First Lien Claim, Second Lien Notes Claims, or Unsecured Notes Claims to take further action with respect thereto, and the obligations of the Debtors, the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the First Lien Agent, the Indenture Trustees, each other Prepetition Secured Party, and each other party to any of the foregoing documents or beneficiary thereunder shall be deemed fully satisfied, released, and discharged. For the avoidance of doubt, notwithstanding anything to the contrary herein, any

provision in any document, instrument, lease, or other agreement that causes or effectuates, or purports to cause or effectuate, a default, termination, waiver, or other forfeiture of, or by, the Debtors as a result of the cancellations, terminations, satisfaction, releases, or discharges provided for in this Plan shall be deemed null and void and shall be of no force and effect.

(b) Notwithstanding such cancellation and discharge, the Intercreditor Agreements (including any amendments thereto, and in accordance with and subject to section 27(c) of the RSA, as further clarified by the last proviso in this Section 5.1(b)), the First Lien Credit Agreement, and the Indentures shall continue in effect solely for purposes of: (i) allowing holders of First Lien Claims, Second Lien Notes Claims, and Unsecured Notes Claims to receive Distributions under or in connection with this Plan, including under any Plan Document, as provided herein; (ii) enforcing the rights, claims, and interests of the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the First Lien Agent, the Indenture Trustees, and each other Prepetition Secured Party vis-à-vis any parties other than the Debtors and the Post-Emergence Entities, including any rights with respect to priority of payment and/or to exercise the Indenture Trustee Charging Liens against any Distributions (including, but not limited, to rights of the Indenture Trustees to assert the applicable Indenture Trustee Charging Lien against any Distributions to holders of Notes under the applicable Indentures); (iii) permitting the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the First Lien Agent, the First Lien Notes Indenture Trustee, the Second Lien Notes Indenture Trustee, each other Prepetition Secured Party, and the Unsecured Notes Indenture Trustees to appear and be heard in the Chapter 11 Cases or in any proceedings in the Bankruptcy Court or any other court relating to the First Lien Credit Agreement, the First Lien Notes Indentures, the Second Lien Notes Indentures, and the Unsecured Notes Indentures, as applicable; (iv) preserving the rights of the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the First Lien Agent, and the Indenture Trustees to compensation and indemnification as against any money or property distributable to holders under the First Lien Credit Agreement and the Indentures, as applicable; (v) enforcing any obligation owed to the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the First Lien Trustee, and the Indenture Trustees under this Plan and any Plan Documents; and (vi) permitting the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the First Lien Trustee, and the Indenture Trustees to perform any function necessary to effectuate the foregoing or the making of any Distributions under or as required by this Plan; *provided, that*, the preceding proviso shall not affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or this Plan, or result in any expense or liability to the Debtors or the Post-Emergence Entities, except to the extent set forth in or provided for under this Plan; *provided, further, that*, (1) the cancellation hereunder shall not itself alter the obligations or rights among third parties other than the Debtors and the Post-Emergence Entities; and (2) the Confirmation Order shall provide that the holders of over 50% in amount of Prepetition First Lien Indebtedness agree (and the First Lien Collateral Trustee is deemed to have been directed by such holders), effective as of the earlier of (A) the closing of the Plan Transaction; and (B) the Effective Date, not to enforce, and to waive, any turnover, or payment over or transfer rights under the Intercreditor Agreement against any Prepetition Second Lien Secured Notes Party in respect of any GUC Trust Consideration provided to the GUC Trust (and to which any beneficiary of the GUC Trust or of any of the Distribution Sub-Trusts may be entitled on or after the earlier of (x) the closing of the Plan Transaction; and (y) the Effective Date), in each case, as contemplated by the UCC Resolution Term Sheet.

(c) Except as otherwise set forth in this Section 5.1 or the PSA, subsequent to the performance by the First Lien Agent of its obligations pursuant to this Plan, the First Lien Agent and each of its respective agents shall be relieved of all further duties and responsibilities related to the First Lien Credit Agreement and each other Prepetition Document.

(d) Except as otherwise set forth in this Section 5.1 or the PSA, subsequent to the performance by the First Lien Notes Indenture Trustee of its obligations pursuant to this Plan, the First Lien Notes Indenture Trustee and each of its respective agents shall be relieved of all further duties and responsibilities related to the First Lien Notes Indentures and each other Prepetition Document.

(e) Except as otherwise set forth in this Section 5.1 or the PSA, subsequent to the performance by the First Lien Collateral Trustee and the Second Lien Collateral Trustee of their respective obligations pursuant to this Plan, the First Lien Collateral Trustee, the Second Lien Collateral Trustee, and each of their respective agents shall be relieved of all further duties and responsibilities related to the Intercreditor Agreements and each Prepetition Document.

(f) Except as otherwise set forth in this Section 5.1 or the PSA, subsequent to the performance by the Second Lien Notes Indenture Trustee of its obligations pursuant to this Plan, the Second Lien Notes Indenture Trustee and each of its respective agents shall be relieved of all further duties and responsibilities related to the Second Lien Notes Indenture and each other Second Lien Notes Document.

(g) Except as otherwise set forth in this Section 5.1 or the PSA, subsequent to the performance by each of the Unsecured Notes Indenture Trustees of their respective obligations pursuant to this Plan, the Unsecured Notes Indenture Trustees and each of their respective agents shall be relieved of all further duties and responsibilities related to the Unsecured Note Indentures and each other Unsecured Notes Document, in each case, subject to the terms of the GUC Trust Agreement.

(h) In order to effectuate the liquidation and dissolution of Endo International plc and the extinguishment of each Existing Equity Interest pursuant thereto under the laws of Ireland: (i) Endo International plc will convene and hold the PLC EGM; and (ii) pursuant to this Plan, (1) in circumstances where Cede & Co. is the registered holder of an Existing Equity Interest, each applicable underlying beneficial holder of such Existing Equity Interest will be deemed to have instructed Cede & Co. to submit a Master Proxy to Endo International plc voting all of the Existing Equity Interests in favor of the PLC Liquidation Resolution; and (2) the Master Proxy will be executed by Cede & Co.

### ***Section 5.2 Sources of Plan Distributions***

(a) Distributions under this Plan shall be comprised of, as applicable, (i) Cash on hand; (ii) the Exit Financing or the proceeds thereof, as applicable; (iii) Purchaser Equity (including the net proceeds of the Rights Offerings); and (iv) the GUC Trust Litigation Consideration.

(b) All Cash necessary for the Debtors, the applicable Post-Emergence Entities, or the Plan Administrator (on behalf of the Remaining Debtors) as applicable, to make payments or Distributions pursuant hereto shall be obtained from the following sources, as appropriate: (i) Cash on hand; (ii) the net proceeds of the Rights Offerings; and (iii) if applicable, the net proceeds from the Syndicated Exit Financing. Further, the Debtors or the Post-Emergence Entities (including the Plan Administrator on behalf of the Remaining Debtors), as the case may be, will be entitled to transfer funds among themselves as they determine to be necessary or appropriate to enable the applicable Post-Emergence Entities (and the Plan Administrator on behalf of the applicable Remaining Debtors) to satisfy any obligations under this Plan and the PSA. To the extent this Plan obligates the Remaining Debtors to make any payments or Distributions or take any other actions hereunder, the amount of any such payments or Distributions or the cost of taking such actions shall be funded solely by the Purchaser Entities.

(c) All Cash necessary for any of the Trusts to make payments or Distributions pursuant hereto and pursuant to the applicable Trust Documents shall be obtained from the sources set forth in, and in accordance with, the applicable Trust Documents, which sources may include, among others: (i) Cash funded by the Debtors and/or the Purchaser Entities, as applicable; (ii) insurance proceeds; (iii) proceeds of investments of Trust assets; and (iv) proceeds of the pursuit of any Claims or Causes of Action, in each case as applicable and in accordance with the applicable Trust Documents.

### ***Section 5.3 Exit Financing***

(a) Confirmation of this Plan shall be deemed to constitute authorization and approval by the Bankruptcy Court of (i) the Exit Financing and the Exit Financing Documents (including all transactions contemplated thereby, and all actions to be taken, undertakings to be made and obligations to be incurred by the Debtors and the Purchaser Obligors in connection therewith, including the payment of all fees and expenses provided for therein); and (ii) the entry by the Debtors and the Purchaser Obligors into, and performance of their obligations under, the Exit Financing Documents (inclusive of such documents as may be reasonably required or appropriate to effectuate the foregoing). For the avoidance of doubt, any Exit Financing shall be issued under this Plan.

(b) As of the Effective Date, the Exit Financing Documents shall constitute legal, valid, binding, and authorized obligations of the Purchaser Obligors, enforceable in accordance with their terms. The financial accommodations set forth in the Exit Financing Documents (i) are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes; (ii) are reasonable; (iii) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever; and (iv) shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

(c) As of the Effective Date, all of the Liens and security interests to be granted under the Exit Financing Documents shall (i) be legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance therewith (including the priority set forth therein); (ii) be deemed to be or have been automatically perfected on the Effective Date; and (iii) shall not

(1) be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever; and (2) shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Purchaser Obligors granting such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order; *provided, that*, perfection shall occur automatically on the Effective Date by virtue of the entry of the Confirmation Order.

(d) To the extent that the Exit Financing consists, in whole or in part, of New Takeback Debt, each Entity that receives New Takeback Debt shall be deemed, without further notice or action, to have agreed to be bound by the Exit Financing Documents in respect of the New Takeback Debt, as the same may be amended from time to time following the Effective Date and in accordance with their terms. Such Exit Financing Documents shall be binding on all Entities receiving New Takeback Debt (and their respective successors and assigns), whether received pursuant to the Plan or otherwise, and regardless of whether any such Entity executes or delivers a signature page to any applicable Exit Financing Document.

#### ***Section 5.4 Issuance of Purchaser Equity***

(a) As of the Effective Date, (i) Purchaser Parent shall be authorized to issue, and shall issue, or shall cause to be issued, the Purchaser Equity; and (ii) the issuance of the Purchaser Equity in connection with the Rights Offerings and the Backstop Commitment Agreements shall be authorized, ratified, and confirmed in all respects, in each case, in accordance with the terms of this Plan and the Rights Offering Documents, in each case, without the need for further corporate or shareholder action. All of the Purchaser Equity issuable under this Plan (including under the Rights Offering Documents), when so issued, shall be duly authorized, validly issued, fully paid, and non-assessable.

(b) Purchaser Parent shall issue or reserve for issuance a sufficient number of common stock or ordinary shares, as applicable, to effectuate all issuances of Purchaser Equity contemplated by the Plan, including the Rights Offerings and the Management Incentive Plan. Each holder of Purchaser Equity shall be deemed, without further notice or action, to have agreed to be bound by the Corporate Governance Documents, as the same may be amended from time to time following the Effective Date and in accordance with their terms. The Corporate Governance Documents shall be binding on all Entities receiving Purchaser Equity (and their respective successors and assigns), whether received pursuant to the Plan or otherwise and regardless of whether any such Entity executes or delivers a signature page to any Corporate Governance Document.

#### ***Section 5.5 Exemption from Securities Act Registration Requirements***

(a) All Purchaser Equity issued under this Plan (including pursuant to the Rights Offerings and the Backstop Commitment Agreements) will be issued by Purchaser Parent (as “successor” to Endo International plc within the meaning of section 1145 of the Bankruptcy Code

and not for any other purposes) without registration under the Securities Act or any similar federal, state, or local law in reliance upon (i) section 1145 of the Bankruptcy Code (except with respect to (1) any Entity that is an Underwriter; and (2) equity issued pursuant to the GUC Rights Offering); (ii) pursuant to section 4(a)(2) under the Securities Act and/or Regulation D or Regulation S thereunder and similar exemptions under applicable State or local law (including with respect to any Entity that is an Underwriter); and/or (iii) if applicable, in the European Economic Area, pursuant to an exemption under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended or supplemented), and, in the United Kingdom, pursuant to an exemption under the retained European Union law version of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as it forms part of the United Kingdom's domestic law pursuant to the European Union (Withdrawal) Act 2018, and/or generally, in compliance with any other applicable securities law in the United Kingdom (including the FSMA, as amended) and in the European Economic Area, as the case may be.

(b) Purchaser Equity issued in reliance upon section 1145 of the Bankruptcy Code (except with respect to any Entity that is an Underwriter) is exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S. State or local law requiring registration for the offer or sale of securities and (i) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (ii) are freely tradable and transferable by any holder thereof that, at the time of transfer, (1) is not an "affiliate" (as defined in Rule 144(a)(1) under the Securities Act) of any Purchaser Entity; (2) has not been such an "affiliate" within 90 days of such transfer; and (3) is not an Entity that is an Underwriter. Each of the recipients of Purchaser Equity issued pursuant to this Plan under section 1145 of the Bankruptcy Code shall make or shall have made a representation to the Purchaser Entities that it is not an Underwriter.

(c) To the extent any Purchaser Equity is issued in reliance on section 4(a)(2) of the Securities Act and/or Regulation D or Regulation S thereunder, such Purchaser Equity will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only in a transaction registered, or exempt from registration, under the Securities Act and other applicable law. In that regard, each of the recipients of Purchaser Equity issued pursuant to this Plan has made customary representations (including that each is an "accredited investor" (within the meaning of Rule 501(a) of the Securities Act) or a "qualified institutional buyer" (as defined under Rule 144A promulgated under the Securities Act)) to the Purchaser Entities or the GUC Trust, as applicable.

## ***Section 5.6 Rights Offerings***

### **(a) First Lien Rights Offering**

(i) Prior to the Effective Date, the First Lien Rights Offering shall be commenced pursuant to the First Lien Rights Offering Procedures. The Purchaser Equity offered pursuant to the First Lien Rights Offering shall have an aggregate investment amount equal to the First Lien ERO Amount and shall be offered at the First Lien ERO Enterprise Value. On the Effective Date, Purchaser Equity will be distributed to holders

of First Lien Claims who validly exercised their First Lien Subscription Rights in accordance with the First Lien Rights Offering Procedures.

(ii) To facilitate the First Lien Rights Offering, the First Lien Backstop Commitment Parties have agreed to duly subscribe and pay for all Purchaser Equity issuable to such First Lien Backstop Commitment Parties in relation thereto in accordance with, and subject to, the terms and conditions of the First Lien Rights Offering Documents. Any obligation to make or pay any payments or premiums due under the First Lien Backstop Commitment Agreement (including the payment of the First Lien Backstop Commitment Premium) shall be satisfied by the applicable parties as set forth in the First Lien Rights Offering Documents.

(iii) As further set forth in the First Lien Backstop Commitment Agreement, assignments of backstop commitments by any First Lien Backstop Commitment Party (other than to an Affiliate of such First Lien Backstop Commitment Party) shall be subject to a right of first refusal in favor of the other First Lien Backstop Commitment Parties.

(b) GUC Rights Offering

(i) On June 20, 2023, the GUC Rights Offering was commenced.

(ii) Prior to the Effective Date, eligible holders of Second Lien Deficiency Claims and Unsecured Notes Claims who subscribed to the GUC Rights Offering shall have exercised their GUC Subscription Rights and, on or promptly following the Effective Date, such holders shall receive Purchaser Equity pursuant to and in accordance with the GUC Rights Offering Documents; *provided, that*, the subscription elections made as of the GUC Subscription Deadline shall be binding, subject to the limited withdrawal rights permitted pursuant to the GUC Rights Offering Supplement, on all holders of Second Lien Deficiency Claims and Unsecured Notes Claims and no new or additional elections shall be solicited or permitted in connection with this Plan or otherwise.

(iii) To facilitate the GUC Rights Offering, the GUC Backstop Commitment Parties have agreed to duly subscribe and pay for all Purchaser Equity issuable to such GUC Backstop Commitment Parties in accordance with, and subject to the terms and conditions set forth in, the GUC Rights Offering Documents. Any obligation to make or pay any payments or premiums due under the GUC Backstop Commitment Agreement (including the payment of the GUC Backstop Commitment Premium) shall be satisfied by the applicable parties as set forth in the GUC Rights Offering Documents.

(iv) Pursuant to and as further described in the GUC Backstop Commitment Agreement, assignments of backstop commitments by any GUC Backstop Commitment Party (other than to an Affiliate of such GUC Backstop Commitment Party) shall be subject to a right of first refusal in favor of the other GUC Backstop Commitment Parties.

(v) Holders of Second Lien Deficiency Claims and Unsecured Notes Claims shall not have any oversubscription or backstop rights with respect to the GUC Rights Offering.

**Section 5.7 Plan Administration for Remaining Debtors**

(a) Plan Administrator and Plan Administrator Agreement

As of and following the Effective Date, this Plan shall be implemented with respect to the Remaining Debtors through the appointment of a Plan Administrator pursuant to the Plan Administrator Agreement. The Plan Administrator and the Purchaser Entities shall agree on an initial amount to be funded by the Purchaser Entities under the Plan Administrator Agreement and in accordance with the Plan Administration Estimate, which initial amount may be adjusted as agreed between the Plan Administrator and the Purchaser Entities in accordance with the Plan Administrator Agreement and as reasonably necessary or appropriate for the Plan Administrator to implement the terms of this Plan and the Plan Administrator Agreement. The costs and expenses associated with such implementation shall be funded by the Purchaser Entities upon the reasonable request of the Plan Administrator; *provided, that*, any amounts allocated to the Remaining Debtors and/or the Plan Administrator to implement the terms of this Plan and the Plan Administrator Agreement shall be subject to a reversionary interest of the Purchaser Entities and shall automatically revert to the Purchaser Entities in accordance with the terms set forth in the Plan Administrator Agreement, including upon completion of all of the Plan Administrator's obligations under this Plan and the Plan Administrator Agreement.

(i) *Appointment of the Plan Administrator.* On the Effective Date, the Plan Administrator shall be jointly appointed by the Debtors and the Required Consenting Global First Lien Creditors, in consultation with the Committees and the FCR.

(ii) *Bonded.* The Plan Administrator shall not be required to be bonded.

(iii) *Plan Administrator Agreement.* The Plan Administrator Agreement shall be executed and delivered by each of the Remaining Debtors and the Plan Administrator on the Effective Date.

(iv) *Powers and Duties.* As of the Effective Date, the Plan Administrator shall have the powers described in the Plan Administrator Agreement.

(v) *Exculpation, Indemnification, and Liability Limitation.* The Plan Administrator and all professionals retained by the Plan Administrator, in each case, solely in their respective capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Purchaser Entities or as otherwise agreed by the Plan Administrator and any other Person or Entity.

(vi) *Payment Obligation.* The Purchaser Entities shall be obligated to fund the Remaining Debtors with amounts necessary to satisfy the Remaining Debtors' payment obligations under the Plan and the fees and expenses of the Plan Administrator and the

Remaining Debtors under the Plan and the Plan Administrator Agreement, including any Persons or professionals retained by the Plan Administrator and/or the Remaining Debtors in accordance with the terms of this Plan and the Plan Administrator Agreement, as applicable; *provided, that*, the Plan Administrator shall be subject to, and shall operate in accordance with, the Plan Administrator Agreement; *provided, further, that*, amounts allocated to the initial Plan Administration Estimate will be funded by Cash retained in the Debtors' bank accounts as of the Effective Date and, to the extent such Cash is insufficient to fund the initial Plan Administration Estimate, shall be supplemented by the Purchaser Entities in accordance with the Plan Administrator Agreement; *provided, further, that*, all remaining amounts held by the Plan Administrator on the date on which the Plan Administrator has completed its obligations pursuant to Section 5.7(d) shall automatically revert to the Purchaser Entities on such date.

(vii) *Reversionary Interest of the Purchaser Entities.* Any amounts received by the Plan Administrator from Entities other than the Purchaser Entities shall be allocated to the Purchaser Entities and shall automatically transfer to the Purchaser Entities on the first day of each calendar month.

(b) Obligations of the Remaining Debtors under this Plan

Any obligation of the Remaining Debtors under this Plan may be satisfied or undertaken by the Plan Administrator, acting on behalf of the Remaining Debtors.

(c) Governance of the Remaining Debtors

The Plan Administrator will, to the extent necessary and appropriate and in accordance with applicable law, govern the Remaining Debtors in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions of this Plan (and all certificates of formation, membership agreements, and related documents deemed amended by the Plan to permit and authorize the same).

(d) Administration of the Remaining Debtors

As of the Effective Date, the Plan Administrator shall be authorized and directed to take all corporate actions consistent with the Plan, any applicable order of the Bankruptcy Court, the Plan Administrator Agreement, and foreign laws necessary or desirable to wind down, dissolve, or liquidate the Remaining Debtors and any of their Non-Debtor Affiliates and, with the consent of the Purchaser Entities, which shall not be unreasonably withheld, to take any such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan and the Plan Administrator Agreement.

**Section 5.8 Tax Matters**

(a) To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property in contemplation of, in connection with, or pursuant to this Plan and the PSA shall not be subject to any document recording tax, stamp tax, conveyance fee,

intangibles, or similar tax, mortgage tax, stamp act, real estate transfer tax, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to: (i) the creation of any mortgage, deed of trust, Lien, or other security interest; (ii) the making or assignment of any lease or sublease; (iii) any Restructuring Transaction authorized herein; or (iv) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan or the PSA, including: (1) any merger agreements; (2) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (3) deeds; or (4) assignments executed in connection with any transaction occurring under this Plan.

(b) Notwithstanding anything to the contrary in this Plan (other than Section 5.8(a)), the tax treatment of the Plan, the Plan Transaction and the Restructuring Transactions for all United States federal Tax purposes shall conform to the terms set forth in the U.S. Government Resolution Documents.

#### ***Section 5.9 Corporate Action***

(a) As of the Effective Date, all actions and transactions contemplated by this Plan and the PSA shall be deemed authorized, approved, and, to the extent taken or implemented, as applicable, prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Interests, or by the directors (including any Persons in any analogous roles under applicable law and, for the avoidance of doubt, the Plan Administrator), officers, or managers of the Debtors or any Post-Emergence Entity in all respects, including (i) the selection of the directors (including any Persons in any analogous roles under applicable law and, for the avoidance of doubt, the Plan Administrator), officers, and managers of the Post-Emergence Entities (whether occurring before, on, or after the Effective Date); (ii) the assumption, assumption and assignment, and rejection, as applicable, of Executory Contracts and Unexpired Leases; (iii) the execution of the Plan Documents (including but not limited to the Corporate Governance Documents, the Trust Documents (including the GUC Trust Cooperation Agreement), the Exit Financing Documents, the Rights Offering Documents, and the U.S. Government Resolution Documents); (iv) the issuance and Distribution of Purchaser Equity; (v) the implementation of the Plan Transaction and the Restructuring Transactions; and (vi) all other actions or transactions contemplated by or reasonably necessary or appropriate to promptly consummate the transactions contemplated by this Plan and the PSA, in each case, whether occurring prior to, on, or after the Effective Date; *provided, that*, with respect to any Foreign Debtors, prior to the Effective Date, the Debtors will undertake any necessary or advisable steps in order to select, appoint, and remove any directors (including any Persons in any analogous roles under applicable law and, for the avoidance of doubt, the Plan Administrator), officers, and managers, as applicable, of the Foreign Debtors, and the occurrence of the Effective Date shall serve as ratification of the appointment, selection, or removal of any directors (including any Persons in any analogous roles under applicable law and, for the avoidance of doubt, the Plan Administrator), officers, or managers of

the applicable Post-Emergence Entities and any other actions taken in furtherance of the foregoing so that such actions are effective as of the Effective Date. All matters provided for in this Plan involving the corporate or limited liability company structure of the Debtors or the Post-Emergence Entities, as applicable, and any corporate or limited liability company action required by the Debtors or the Post-Emergence Entities, as applicable, in connection with this Plan, shall be deemed to have occurred and shall be in effect without any requirement of further action by the directors, managers, or officers of the Debtors or the Post-Emergence Entities, as applicable.

(b) On or before the Effective Date, as applicable, the appropriate officers of the Debtors and/or the Post-Emergence Entities, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, certificates of incorporation, operating agreements, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan and the PSA) in the name of and on behalf of the Debtors and/or the Post-Emergence Entities, as applicable. The authorizations and approvals contemplated by this Section 5.9 shall be effective notwithstanding any requirements under non-bankruptcy law.

#### ***Section 5.10 Vesting of Assets in the Post-Emergence Entities***

Except as otherwise provided in this Plan, the PSA, the Plan Supplement, or in any agreement, instrument, or other document incorporated herein or therein, on the Effective Date all property in each Debtor's Estate, and all Causes of Action held by the Debtors or their Estates (except those released pursuant to Article X of this Plan, retained by the Remaining Debtors, or transferred to the GUC Trust pursuant to Section 5.20(b)(i)(2) of this Plan), shall vest in or be transferred to, as applicable, each applicable Post-Emergence Entity, free and clear of all Liens, Claims, charges, and other encumbrances to the fullest extent possible under the Bankruptcy Code, and none of the Post-Emergence Entities shall have any liability for such Liens, Claims, charges, or other encumbrances whatsoever (other than to the extent provided in the PSA). On and after the Effective Date, except as provided in this Plan, the Post-Emergence Entities (and, to the extent acting on behalf of the Remaining Debtors pursuant to this Plan or the Plan Administrator Agreement, the Plan Administrator) may operate their business and may (a) use, acquire, and dispose of property; (b) compromise or settle Claims, Interests, and Causes of Action; and (c) take any other action contemplated by this Plan, the PSA, the Plan Supplement, or the Confirmation Order, in each case, without Bankruptcy Court supervision or approval, and free of any Bankruptcy Code or Bankruptcy Rule restrictions.

#### ***Section 5.11 Restructuring Transactions***

(a) The Plan Transaction shall be implemented in accordance with this Plan and the PSA. The Plan Transaction shall be effected through at least two mechanisms: (i) the Assets of the Debtors that become Remaining Debtors shall be sold and transferred directly to the applicable newly-formed Purchaser Entities; and (ii) the Interests in the Transferred Debtors and certain Non-Debtor Affiliates shall be sold, issued, and/or transferred, directly or indirectly, to and subsequently held by the applicable newly-formed Purchaser Entities such that the Transferred Debtors and the applicable Non-Debtor Affiliates shall, as of and following the Effective Date, be owned, directly or indirectly, by Purchaser Parent, in each case, free and clear of all Liens, Claims,

charges, or other encumbrances (other than to the extent provided in the PSA) to the fullest extent possible under the Bankruptcy Code. As of the Confirmation Date, the Debtors shall be authorized and empowered to execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers and to take any actions reasonably necessary or appropriate to consummate the Restructuring Transactions, the Plan, the Plan Transaction, the PSA, and any other transactions contemplated by the foregoing, including but not limited to any transaction steps authorized pursuant to prior orders of the Bankruptcy Court in furtherance of the Debtors' restructuring for purposes of (i) streamlining their corporate structure; (ii) obtaining tax and other efficiencies; (iii) obtaining Regulatory Approvals; and (iv) implementing this Plan and the PSA in non-U.S. jurisdictions.

(b) In connection with the transaction steps contemplated in Section 5.11(a) and other transaction steps contemplated in furtherance of the implementation of this Plan and the Plan Transaction, the Debtors and the Post-Emergence Entities, and any other Persons (including the Plan Administrator) obligated to take any actions in furtherance of the implementation of this Plan, as applicable, are authorized and empowered to take all actions necessary and appropriate to consummate the Restructuring Transactions, including, without limitation: (i) the execution, delivery, implementation, and performance of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation on terms consistent with the terms of this Plan, the PSA, any prior orders of the Bankruptcy Court, and applicable law, including such documents required for, as a result of, or in connection with this Plan and/or the Scheme; (ii) the execution and delivery of the Exit Financing Documents, the Rights Offering Documents, the Trust Documents (including the GUC Trust Cooperation Agreement) and any related agreements or other documents on terms consistent with the terms of this Plan, any prior orders of the Bankruptcy Court, and applicable law; (iii) the transfer of the GUC Trust Litigation Consideration and the documents and information set forth in the GUC Trust Cooperation Agreement, as applicable; (iv) the Reconstruction Steps, as described in and in accordance with the Bidding Procedures Order; (v) the India Internal Reorganization; (vi) the execution and delivery of the PSA and any other documents contemplated thereby; (vii) the execution and delivery of instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan, the PSA, any prior orders of the Bankruptcy Court, and applicable law; (viii) the execution and filing of certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, dissolution, and amendments of the foregoing, including the Corporate Governance Documents, in accordance with this Plan and applicable law; (ix) the liquidation, dissolution, or wind-down of any of the Remaining Debtors; (x) the issuance of the Purchaser Equity; (xi) the implementation of the Plan in jurisdictions outside of the United States, including (1) seeking recognition of the Confirmation Order and/or such other orders of the Bankruptcy Court as may be necessary or desirable; (2) implementing the Plan in Ireland pursuant to the Scheme, including the solicitation of votes on the Scheme; and (3) initiating one or more parallel insolvency or other proceedings in jurisdictions outside the United States of America; (xii) the abandonment of assets; and (xiii) all other actions determined by the Debtors, the Post-Emergence Entities, and/or the Plan Administrator, as applicable, to be necessary or appropriate in furtherance of the Restructuring Transactions, the Plan, the Plan Transaction, the PSA, and any transactions contemplated by or in

connection with the foregoing, including making filings or recordings that may be required by applicable law.

(c) In each case in which any Purchaser Entity specifically assumes or acquires any obligations of any Debtor, such Purchaser Entity shall perform such obligations of such Debtor pursuant to this Plan to satisfy the Allowed Claims against, or Allowed Interests in, such Debtor, except as provided in the PSA or in any contract, instrument, or other agreement or document effecting a disposition to such Purchaser Entity, which provides that another Entity shall perform such obligations.

### ***Section 5.12 Effectuating Documents; Further Transactions***

On and after the Effective Date, the applicable Post-Emergence Entities, the Plan Administrator, and the directors, officers, and managers of the applicable Post-Emergence Entities are authorized and directed to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents, and to take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan, the PSA, and the securities issued pursuant to this Plan in the name of and on behalf of the applicable Post-Emergence Entities, including the transfer of documents, information, and privileges (to the extent set forth in the Resolution Stipulation and in accordance with the GUC Trust Cooperation Agreement), in each case, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to this Plan or the PSA.

### ***Section 5.13 Preservation of Causes of Action***

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Section 5.20 of this Plan and the GUC Trust Documents, (a) the Post-Emergence Entities (and, to the extent applicable to the Remaining Debtors, the Plan Administrator) shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action, whether arising before or after the Petition Date, and the Post-Emergence Entities' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, and the Post-Emergence Entities (and, to the extent applicable to the Remaining Debtors, the Plan Administrator) may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Post-Emergence Entities, subject to the payment of any amounts recovered by the Remaining Debtors to the Purchaser Entities pursuant to the PSA; (b) following the Effective Date, the Purchaser Entities shall retain and may enforce all rights to commence, prosecute, and/or settle any and all Causes of Action acquired pursuant to the Plan and the PSA; and (c) following the Effective Date, the GUC Trust shall retain and may enforce all rights to commence, pursue, and settle, as appropriate, any and all GUC Trust Litigation Claims, subject to, solely with respect to Claims and Causes of Action brought against any Excluded D&O Party, the Covenant Not To Collect. **No Person may rely on the absence of a specific reference in this Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Post-Emergence Entities, or the GUC Trust, as applicable, will not pursue any and all available Causes of Action against such Person.** Except with respect to Causes of Action against any Person which Person was released by the Debtors or the Post-Emergence Entities on or before the

Effective Date (including pursuant to this Plan), the applicable Post-Emergence Entities (and, to the extent applicable to the Remaining Debtors, the Plan Administrator), expressly reserve all rights to prosecute any and all Retained Causes of Action against any Person, except as otherwise expressly provided in this Plan. The GUC Trust expressly reserves all rights to prosecute any and all GUC Trust Litigation Claims in accordance with and to the extent provided in the GUC Trust Documents and subject to the Covenant Not To Collect. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, transferred (including to the GUC Trust), or settled in this Plan or a Final Order of the Bankruptcy Court, (i) the Post-Emergence Entities (and, to the extent applicable to the Remaining Debtors, the Plan Administrator) expressly reserve all Retained Causes of Action for later adjudication; and (ii) the GUC Trust expressly reserves all GUC Trust Litigation Claims for later adjudication, and therefore, in each case, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, Claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or consummation of this Plan.

#### ***Section 5.14 Single Satisfaction of Claims***

Holders of Allowed Claims other than Trust Channeled Claims may assert such Claims against each Debtor obligated with respect to such Claims, and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against each obligated Debtor based upon the full Allowed amount of the Claim. Holders of Allowed Trust Channeled Claims may assert such Claims solely against the applicable Trust and subject to Section 10.9 hereof, such Claims shall be entitled to recovery, if any, pursuant to and in accordance with the terms of the applicable Trust Documents. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under this Plan (including, for the avoidance of doubt, pursuant to the Trust Documents) by a holder of an Allowed Claim on account of such Allowed Claim exceed 100% of the underlying Allowed Claim.

#### ***Section 5.15 Corporate Governance Documents and Corporate Existence***

(a) The Corporate Governance Documents of Purchaser Parent, which shall be filed with the Plan Supplement and which shall be in form and substance reasonably acceptable to the Debtors and acceptable to the Required Consenting Global First Lien Creditors, shall provide for, among other things, certain terms and designation rights with respect to the Purchaser Parent Board.

(b) Except as otherwise provided herein, in the Corporate Governance Documents, or elsewhere in the Plan Supplement, each of the Post-Emergence Entities shall continue to exist after the Effective Date as a separate corporate Entity or limited liability company, as the case may be, with all the powers of a corporation or limited liability company, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Post-Emergence Entity is incorporated. After the Effective Date, each Post-Emergence Entity may amend and restate its corporate governance documents as permitted by the laws of its respective state, province, or country of formation and its respective charter and bylaws or limited liability company agreement, as applicable.

**Section 5.16 Purchaser Parent Board of Directors**

(a) Upon the Effective Date, the Purchaser Parent Board shall initially consist of the following seven Initial Directors:

(i) the chief executive officer of Purchaser Parent;

(ii) the Nominated Directors; and

(iii) after engagement by the Nominating and Selection Committee of the Search Firm, four directors to be (1) agreed upon by each member of the Nominating and Selection Committee; and (2) consented to by the Required Consenting Global First Lien Creditors; *provided, that*, in the event that each member of the Nominating and Selection Committee cannot agree upon the four directors; (A) two directors shall be (x) selected by members of the Nominating and Selection Committee holding more than 50% of the Prepetition First Lien Indebtedness then held by all members of the Nominating and Selection Committee; and (y) consented to by the Required Consenting Global First Lien Creditors; (B) one director shall be (x) selected by members of the Nominating and Selection Committee holding more than 50% of the Prepetition First Lien Indebtedness then held by all members of the Nominating and Selection Committee; and (y) consented to by Silver Point; and (C) one director shall be selected by the Required Consenting Other First Lien Creditors; *provided, further, that*, all directors must have been first identified as part of the selection process and vetted by the Search Firm.

(b) Other than the Nominated Directors, the Initial Directors shall serve until Purchaser Parent's next annual meeting following the Effective Date, at which time such directors will be subject to re-election.

(c) GoldenTree shall have a right to designate the Nominated Directors for appointment to the Purchaser Parent Board until the earlier of (i) the first annual meeting of shareholders of the Purchaser Parent following a Listing Event at which the election of the directors of the Purchaser Parent Board is among the matters considered at such annual meeting; and (ii) GoldenTree's ownership percentage of Purchaser Equity falling below 5%; *provided, however, that*, for the avoidance of doubt, only GoldenTree shall be entitled to request removal of its Nominated Directors and appointment of replacements for such Nominated Directors at any time until the earlier of the foregoing clauses (i) and (ii) and the Purchaser Parent Board and Purchaser Parent shall take all necessary action (subject to the Purchaser Parent Board's fiduciary duties) to effectuate the same.

(d) The identities of the officers and members of the Purchaser Parent Board and the boards of each of the other Purchaser Entities, in each case, if known, shall be set forth in the Plan Supplement or announced at the Confirmation Hearing or filed with the Bankruptcy Court prior to the Effective Date in accordance with section 1129(a)(5) of the Bankruptcy Code.

***Section 5.17 Management Incentive Plan***

On the Effective Date, the Purchaser Parent Board will adopt the Management Incentive Plan, which will provide for the issuance of equity-based awards to management and other key employees of the Purchaser Entities up to the amount of the MIP Reserve. No later than 90 days after the Effective Date, the Purchaser Entities shall allocate 72.2% of the MIP Reserve under the Management Incentive Plan subject to terms (including, without limitation, performance metrics and vesting schedules) to be determined by the Purchaser Parent Board.

***Section 5.18 Employee Matters***

(a) With respect to any individuals employed by the Debtors immediately prior to the Effective Date, (i) all Specified Subsidiary Employees shall become, as of the Effective Date, employees of the applicable Purchaser Entities; (ii) all employment contracts of all Automatic Transfer Employees shall transfer by operation of law to the applicable Purchaser Entities under any applicable Transfer Regulations; and (iii) all Offer Employees shall be offered employment by the applicable Purchaser Entities. Each Specified Subsidiary Employee, Offer Employee (to the extent such Offer Employee accepts the offer of employment from the applicable Purchaser Entity), and Automatic Transfer Employee (that, if permitted by applicable Transfer Regulations, does not object to such transfer under the Transfer Regulations) shall be, as of and following the Effective Date, a Continuing Employee (such that, for the avoidance of doubt, any individuals employed by the Transferred Debtors as of immediately prior to the Effective Date, other than Automatic Transfer Employees who lawfully object to such transfer and Offer Employees who do not accept an offer of employment, shall be, as of and following the Effective Date, Continuing Employees). The Debtors shall terminate the employment of any Automatic Transfer Employee who objects to the transfer of their employment to the Purchaser Entities and all Offer Employees whether or not they accept such offers via transfer or otherwise, in each case, effective as of the Effective Date.

(b) Subject to the terms of the CBA, as applicable, the Purchaser Entities shall provide, for a period of one year, or such longer period as required by law, from and after the Effective Date, each Continuing Employee with: (i) a position, responsibilities, and a base salary or wage rate, as applicable, that is, in each case, no less favorable than the position, responsibilities, and the base salary or wage rate, as applicable, provided to such Continuing Employee by the applicable Debtor or Non-Debtor Affiliate as of immediately prior to the Effective Date; (ii) target short- and long-term incentive compensation levels and opportunities that are in each case no less favorable than such levels and opportunities that were most recently communicated in writing to the applicable Continuing Employee or used to determine any 2023 prepayments (including any such prepayments that were made in 2022 in respect of 2023 compensation); (iii) other compensation and benefits (excluding any one-time or special bonus payments that do not constitute target incentive compensation) that are no less favorable in the aggregate than the other compensation and benefits provided to such Continuing Employee as of immediately prior to the Effective Date; and (iv) recognition of all prior service with the Debtors and their Non-Debtor Affiliates, as applicable, for all purposes under the Continuing Employee Plans on the same basis as recognized by the applicable Debtors and Non-Debtor Affiliates as of immediately prior to the Effective Date, in each case, as set forth in the PSA.

(c) To the extent permitted by law or the CBA, all accrued and unused vacation and paid time off for each Continuing Employee accrued as of the Effective Date shall be transferred to or assumed by, as applicable, the applicable Purchaser Entities and such Purchaser Entities shall honor such accrued vacation and paid time off on the same basis as provided under the vacation policies of the applicable Debtors and Non-Debtor Affiliates in effect immediately prior to the Effective Date.

(d) The Debtors and their Non-Debtor Affiliates, as applicable, shall assume, assume and assign, or transfer, as applicable, to the Purchaser Entities, and the Purchaser Entities shall assume, as applicable, the Continuing Employee Plans and, as of the Effective Date, the Continuing Employee Plans and all related liabilities shall revert in and be fully enforceable by and/or against, as applicable, the Purchaser Entities, in each case, in accordance with the terms thereof and as set forth in the PSA.

(e) With respect to all Continuing Employees who are Insiders, including for purposes of disclosure pursuant to section 1129(a)(5) of the Bankruptcy Code, on the Effective Date, all then-effective employment agreements shall vest in or be transferred to, as applicable, and assumed by the applicable Purchaser Entities. If no employment agreement is then in effect for any Insider, then the applicable Purchaser Entities shall execute a new employment agreement with such Insider that provides for terms of employment, including a base salary, employee benefits, and severance protections to such Insider that is no less favorable than such Insider's most recent employment agreement and arrangement with the Debtors as adjusted to reflect increases in base salary and target incentive levels or opportunities prior to the Effective Date. Additionally, on the Effective Date, the Purchaser Entities will include all Insiders in the short- and long-term incentive programs for 2024 with (i) target short- and long-term incentive levels and opportunities that are in each case no less favorable than such levels and opportunities that were most recently communicated in writing to the applicable Insider or used to determine any 2023 prepayments (including any such prepayments that were made in 2022 in respect of 2023 compensation); and (ii) eligibility for full-year 2024 incentives that are not pro-rated.

(f) On and after the Effective Date, the Purchaser Entities shall be liable for any and all liabilities, arising at any time, in any way attributable to the employment or service of current or former employees, directors (including any Persons in any analogous roles under applicable law), or consultants of the Debtors, including but not limited to, (i) any obligation to provide COBRA continuation coverage and other retiree benefits to any former employee of the Debtors and spouses and dependents of the foregoing; (ii) the assumption of and any liabilities relating to all health plan coverage obligations under Section 4980B of the Tax Code with respect to all "M&A qualified beneficiaries" as defined in Treasury Regulation section 54.4980B-9; (iii) all liabilities with respect to any Continuing Employee Plan and any funding arrangements relating thereto, in each case, in accordance with Section 2.3(a) of the PSA; (iv) all liabilities with respect to the employment of any Continuing Employees or the termination of employment of any (1) Automatic Transfer Employee who objects to the transfer of their employment; (2) Offer Employee who refuses an offer of employment from the Purchaser Entities; and (3) any Continuing Employee to the extent arising on or after the Effective Date; (v) all unpaid base wages and base salaries and other accrued compensation, employee expenses, and benefits in respect of

any Continuing Employees; and (vi) all liabilities arising under the CBA or any collective bargaining laws or arrangements in relation to Continuing Employees in accordance with the terms thereof, in each case, other than (x) any liabilities relating to workers compensation claims for injuries or illnesses occurring prior to the Effective Date to the extent permitted by applicable law; or (y) Disputed Claims or liabilities relating thereto, in each case, in accordance with the PSA.

(g) Notwithstanding anything otherwise contained in this Plan or any of the Plan Documents, the Debtors shall assume the CBA, which constitutes an Executory Contract pursuant to sections 365(a) and 1123 of the Bankruptcy Code. The Cure Amounts, if any, related to the assumption of the CBA shall be satisfied in full by payment by the Debtors or the Purchaser Entities, as applicable, in the ordinary course, including all obligations arising under the CBA, including but not limited to grievances, grievance and other settlements, and arbitration awards, to the extent such obligations are valid and payable; *provided, that*, the Debtors' and the Post-Emergence Entities' rights, defenses, Claims, and counterclaims with respect to any such obligations are expressly preserved. Any Proofs of Claim filed or to be filed for amounts due under the CBA are deemed to be satisfied by the Debtors' assumption of the CBA as set forth herein.

#### ***Section 5.19 Non-GUC Trust D&O Insurance Policies and Indemnification Obligations***

(a) Notwithstanding anything herein to the contrary, as of the Effective Date, the Non-GUC Trust D&O Insurance Policies belonging to, owed to, or covering D&O Insured Persons shall be transferred to or automatically vest in, as applicable, the Purchaser Entities (subject to any rights of the D&O Insured Persons in such policies). The Non-GUC Trust D&O Insurance Policies (which, for the avoidance of doubt are not, and do not include, the GUC Trust D&O Insurance Policies) shall have a six-year extended reporting period that will run from the Effective Date.

(b) As of and following the Effective Date, the Purchaser Entities shall assume and be jointly and severally liable (i) for all Indemnification Obligations owed to any Indemnified Persons, which Indemnification Obligations shall (1) survive Confirmation of the Plan; (2) remain unaffected thereby; and (3) not be discharged under section 1141 of the Bankruptcy Code, in each case, irrespective of whether any indemnification or reimbursement is owed in connection with any event occurring before, on, or after the Petition Date, and each of the Purchaser Entities shall be jointly and severally liable with respect to such Indemnification Obligations; *provided, that*, the Purchaser Entities shall only assume Indemnification Obligations relating to the GUC Trust Litigation Consideration owed to any Indemnified Person solely to the extent of any defense costs (but not to satisfy any judgment or settlement); *provided, further, that*, notwithstanding any language in any applicable insurance policy mandating indemnification, all indemnification provided hereunder shall be excess over and will not contribute with all valid and collectible insurance, whenever purchased, whether such insurance is stated to be primary, contributing, excess, contingent or otherwise; and (ii) to pay, defend, discharge, indemnify, and hold harmless any directors (including any Persons in analogous roles under applicable law), managers, officers, employees, or agents of the Debtors or their Non-Debtor Affiliates from and against any and all liability to the extent arising out of, resulting from, or attributable to any non-action or action such parties or Entities take, cause to be taken, or cause to be done in relation to any consent, permit, or Regulatory Approvals, including, but not limited to, making or amending any filings, submissions,

notices, communications or otherwise appearing before any governmental agency as required for any such consent, permit, or Regulatory Approval.

***Section 5.20 Plan Settlements***

(a) As further described in Article VI of this Plan, the Disclosure Statement, the provisions of this Plan (including the release and injunctive provisions contained in Article X of this Plan) and any other documents contemplated hereby, constitute a good faith compromise and settlement of Claims and controversies among the Debtors, the U.S. Government, the Endo EC, the Opioid Claimants' Committee, the Creditors' Committee, the FCR, the Canadian Provinces, the Public School District Creditors, certain other participants in the Mediation, and other parties in interest, which compromises and settlements are each (i) integrated with all other compromises and settlements contemplated in connection with the Plan; and (ii) necessary and integral to this Plan and the Plan Documents and the success of these Chapter 11 Cases. The description of any settlement, compromise, or resolution described in this Section 5.20 is qualified in its entirety to the applicable definitive documents pertaining thereto, which definitive documents shall, unless otherwise specified herein, be filed with the Plan Supplement.

(b) UCC Resolution

(i) GUC Trust. In accordance with the GUC Trust Documents, on or prior to the Effective Date, the Debtors shall establish the GUC Trust. On the Effective Date, all GUC Trust Channeled Claims shall be channeled to the GUC Trust pursuant to Section 10.9 of this Plan. The establishment of the GUC Trust and approval of the UCC Resolution are integral components of this Plan.

(1) GUC Trust Cash Consideration. On the Effective Date, the GUC Trust will receive the GUC Trust Cash Consideration, which shall be used to (A) fund the administration of the GUC Trust, including any costs associated with monetizing the GUC Trust Litigation Consideration; and (B) make Distributions to holders of Allowed Second Lien Deficiency Claims, Allowed Unsecured Notes Claims, and Allowed Other General Unsecured Claims in accordance with the GUC Trust Documents; and (C) distribute the Generics Price Fixing Claims Trust Consideration, the Mesh Claims Trust Consideration, the Ranitidine Claims Trust Consideration, and the Reverse Payment Claims Trust Consideration to the applicable Distribution Sub-Trusts, in each case, for further Distribution to holders of Distribution Sub-Trust Claims in accordance with the applicable Distribution Sub-Trust Documents.

(A) The GUC Trust shall pay, from the GUC Trust Cash Consideration, the reasonable and documented expenses of each of the Unsecured Notes Indenture Trustees (including the reasonable and documented fees and expenses of counsel retained thereby) that, in each case, (x) are payable under the applicable Unsecured Notes Indentures; and (y) have not

otherwise been paid, including pursuant to the UCC Resolution Term Sheet, and which shall be disclosed to beneficiaries of the GUC Trust as set forth in the GUC Trust Agreement.<sup>18</sup>

(2) *GUC Trust Litigation Consideration.* On the Effective Date, pursuant to this Plan and the GUC Trust Cooperation Agreement, the GUC Trust Litigation Consideration (including any associated privileges) shall be irrevocably transferred to and vest in the GUC Trust, free and clear of any and all Claims, Interests, Liens, other encumbrances, and liabilities of any kind, in each case, except as otherwise set forth in Section 10.10 of this Plan or in the GUC Trust Documents. From and after the Effective Date, the GUC Trust shall have the sole and exclusive right to pursue any GUC Trust Litigation Claims subject, in each case and solely with respect to GUC Trust Litigation Claims against the Excluded D&O Parties, to the Covenant Not To Collect. Other than as set forth herein, all Estate Claims and Causes of Action that are not transferred to the GUC Trust shall vest in and be owned by the applicable Purchaser Entities upon the Effective Date.

(A) In pursuing or enforcing any Claim, Cause of Action, right, or Interest, the GUC Trust and each Distribution Sub-Trust (if applicable) shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' Estates' rights with respect to the time periods in which the GUC Trust Litigation Claims may be brought under section 546 of the Bankruptcy Code.

(B) To the extent any of the GUC Trust Litigation Consideration cannot be transferred to the GUC Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by the Bankruptcy Code, such GUC Trust Litigation Consideration shall be deemed to be retained by the applicable Post-Emergence Entities and the GUC Trust (as successor to the Estates with respect to the GUC Trust Litigation Claims) shall be deemed to have been designated as a representative of the Post-Emergence Entities, as applicable, to enforce and pursue such consideration on behalf of the Post-Emergence Entities to the extent and subject to the limitations set forth in this Plan and the GUC Trust Cooperation Agreement; *provided, that*, to the extent, as a result of the foregoing, the pursuit and enforcement of such Claims results in claims or counterclaims being asserted against any of the Post-Emergence Entities, their respective subsidiaries, or any of

---

<sup>18</sup> For the avoidance of doubt, such payment shall be in addition to any amounts paid to the Unsecured Notes Indenture Trustees pursuant to Section 2.3 of this Plan.

their respective Affiliates, officers, directors (including any Persons in any analogous roles under applicable law), managers, members, employees, equityholders, agents, and representatives, the Post-Emergence Entities shall have the right, but not the obligation, to assume control of the defense against such claims or counterclaims, and the GUC Trust shall, to the fullest extent permitted by law, indemnify and hold harmless the foregoing Persons from and against any Claims suffered or incurred by any of them arising out of, resulting from, or relating to such claims or counterclaims; *provided, further, that*, nothing in this Section 5.20(b)(i)(2)(B) or in the GUC Trust Documents shall require any Remaining Debtor or Transferred Debtor to maintain its corporate (or similar) existence, or to prevent any Remaining Debtor or Transferred Debtor from winding down its operations, in each case, following the Effective Date. All recoveries made by the Post-Emergence Entities on behalf of the GUC Trust as a representative of the Post-Emergence Entities in accordance with this Section 5.20(b)(i)(2)(B) shall, subject to a right of setoff in favor of the Post-Emergence Entities with respect to the foregoing indemnity rights, be promptly and permanently transferred to the GUC Trust.

(C) The Confirmation Order shall provide (x) that such transfer of the GUC Trust Insurance Rights<sup>19</sup> is authorized and enforceable under the Bankruptcy Code notwithstanding any state law or contractual provision; (y) that insurers party to the GUC Trust Insurance Policies had sufficient notice of the Chapter 11 Cases; and (z) the Allowed amount of any GUC Trust Channeled Claim is legally enforceable against the GUC Trust or the applicable Distribution Sub-Trust; *provided, that*, for the avoidance of doubt, the amount of any installment payments, initial payments, or payments based on payment percentages established under the GUC Trust Documents, as determined or as actually paid by the GUC Trust or the applicable Distribution Sub-Trust, are not the equivalent of the Allowed amount of any GUC Trust Channeled Claim.

(D) Any costs associated with monetizing the GUC Trust Litigation Consideration shall be paid solely from the GUC Trust Consideration.

---

<sup>19</sup> The Debtors and the Purchaser Entities shall take reasonable steps to preserve the value of the insurance assets acquired by the Purchaser Entities that may apply to claims against the Excluded D&O Parties by the GUC Trust, including but not limited to the Purchaser Entities providing notice required by and in accordance with the terms of the applicable policy of any claim asserted against the Excluded D&O Parties by the GUC Trust and complying with all applicable policy terms and conditions.

(E) For the avoidance of doubt, (x) the transfer of the GUC Trust Litigation Consideration to the GUC Trust shall not impair the rights, if any, of any D&O Insured Person under any GUC Trust Insurance Policy, GUC Trust D&O Insurance Policy, or Non-GUC Trust Insurance Policy, as applicable; and (y) no Settling Co-Defendant Surviving Claims and Causes of Action shall be transferred to the GUC Trust or any other Trust under this Plan.

(3) *GUC Trust Purchaser Equity*. On the Effective Date, (x) 3.70% of the Purchaser Equity shall be distributed directly to holders of Allowed Second Lien Deficiency Claims and Unsecured Notes Claims in amounts equal to such holders' pro rata shares of the GUC Trust Purchaser Equity; and (y) the Escrowed Equity shall be deposited with a third-party escrow agent acceptable to the Required Consenting Global First Lien Creditors and the Creditors' Committee and shall be subject to an escrow agreement that shall be in form and substance acceptable to the Required Consenting Global First Lien Creditors and the Creditors' Committee.

(A) In order to receive a Distribution of GUC Trust Purchaser Equity, holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims shall be required to tender their Second Lien Notes and Unsecured Notes, as applicable, through ATOP into a securities account to be established following the Effective Date, as to be noticed following entry of the Confirmation Order (*provided, that*, the Purchaser Entities and the Creditors' Committee shall cooperate with respect to the such securities account and noticing). Second Lien Notes and Unsecured Notes tendered through ATOP will not be returned and will be subject to cancellation.

(B) The issuance of the GUC Trust Purchaser Equity and the Distribution thereof directly to holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims shall, in each case, be exempt from registration under the Securities Act pursuant to section 1145 of the Bankruptcy Code in accordance with Section 5.5 of this Plan.

(C) The amount of the Escrowed Equity to be distributed to holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims shall be determined in accordance with the Net Debt Equity Split Adjustment. Any Escrowed Equity not distributed to the GUC Trust and/or holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims pursuant to the Net Debt Equity Split Adjustment shall be returned to Purchaser Parent and cancelled.

(4) *GUC Rights Offering.* Each holder of an Allowed Second Lien Deficiency Claim or Allowed Unsecured Notes Claim that exercised such holder's GUC Subscription Rights shall receive, on the Effective Date, Purchaser Equity pursuant to and in accordance with the terms of the GUC Rights Offering Documents.

(A) The GUC Rights Offering shall be backstopped by the GUC Backstop Commitment Parties pursuant to and in accordance with the GUC Backstop Commitment Agreement.

(5) *Distribution Sub-Trust Consideration.* On the Effective Date, or as soon thereafter as practicable, the GUC Trust shall pay the following amounts from the GUC Trust Cash Consideration to the Distribution Sub-Trusts, in each case, subject to the GUC Trust Documents and the applicable Distribution Sub-Trust Documents (*provided, that*, any remaining GUC Trust Cash Consideration shall be retained by the GUC Trust to be used for, among other things, payment of Trust Operating Expenses of the GUC Trust and Distributions to holders of GUC Trust Units, in each case, as set forth in the GUC Trust Documents):

(A) to the Generics Price Fixing Claims Trust, \$16 million;

(B) to the Mesh Claims Trust, \$2 million;

(C) to the Ranitidine Claims Trust, \$200,000; and

(D) to the Reverse Payment Claims Trust, \$6.5 million.

(6) *Distribution of Proceeds of GUC Trust Litigation Consideration and GUC Trust Insurance Policies.* As among the holders of Allowed GUC Trust Channeled Claims and the Distribution Sub-Trusts, the Cash proceeds of the GUC Trust Litigation Consideration and the GUC Trust Insurance Policies shall be allocated, net of Trust Operating Expenses of the GUC Trust and any other holdbacks set forth in the GUC Trust Documents, as follows, in each case, in accordance with the GUC Trust Documents and the Distribution Sub-Trust Documents, as applicable:

(A) 93.09% of the Cash proceeds of the GUC Trust Litigation Consideration to the holders of GUC Trust Class A Units;

(B) 1.80% of the Cash proceeds of the GUC Trust Litigation Consideration to the holders of GUC Trust Class B Units;

(C) (x) 1.75% of the Cash proceeds of the GUC Trust Litigation Consideration; and (y) 50% of the proceeds of certain

products liability GUC Trust Insurance Policies allocable to liability for Mesh Claims, in each case, to the Mesh Claims Trust;

(D) 3.36% of the Cash proceeds of the GUC Trust Litigation Consideration to the Reverse Payment Claims Trust; and

(E) 20% of the proceeds of certain products liability GUC Trust Insurance Policies allocable to liability for Ranitidine Claims shall be allocated to the Ranitidine Claims Trust;

(F) *provided, that*, the GUC Trust will issue certain interests in the GUC Trust to the Purchaser Entities that will entitle the Purchaser Entities to up to 5% of the proceeds of the GUC Trust Litigation Consideration in excess of \$100 million of the GUC Trust Litigation Consideration, up to a maximum aggregate amount of \$2.2 million (excluding, for the avoidance of doubt, the 50% of proceeds of the products liability tower allocable to holders of Mesh Claims and the 20% of proceeds of the products liability tower allocable to holders of Ranitidine Claims).

(7) *Administration of GUC Trust Channeled Claims.* All Second Lien Deficiency Claims, Unsecured Notes Claims, and Other General Unsecured Claims will be administered, processed, and resolved pursuant to the GUC Trust Documents. The GUC Trust shall determine the Allowance or Disallowance of all Other General Unsecured Claims and the amounts of any Distributions to be provided to holders on account thereof. The determination by the GUC Trust of the Allowance or Disallowance of any Other General Unsecured Claim, and the amount of any Distribution on account thereof shall not be subject to any challenge or review of any kind, by any court or Person, except as otherwise set forth in this Plan or the GUC Trust Documents. The sole recourse of any holder of a (x) Second Lien Deficiency Claim, Unsecured Notes Claim, or Other General Unsecured Claim shall be to the GUC Trust and only in accordance with the terms, provisions, and procedures of the GUC Trust Documents; and (y) Distribution Sub-Trust Claim shall be to the applicable Distribution Sub-Trust and only in accordance with the terms, provisions, and procedures of the applicable Distribution Sub-Trust Documents.

(A) Subject to Section 4.4(f) of this Plan, the procedures governing Distributions set forth in the GUC Trust Documents shall provide for an additional payment by the GUC Trust to any holder of an Allowed Second Lien Deficiency Claim, Allowed Unsecured Notes Claim, or Allowed Other General Unsecured Claim who is entitled to receive a Distribution from the GUC Trust that grants or is deemed to grant, as applicable, the GUC Releases, which additional payment by the GUC Trust shall be in exchange for such

holder granting or being deemed to grant, as applicable, the GUC Releases.

(B) On the Effective Date or as soon as reasonably practicable thereafter, the GUC Trust shall pay, from the GUC Trust Consideration, the reasonable and documented expenses of the Unsecured Notes Indenture Trustees not otherwise paid by the Purchaser Entities in accordance with the GUC Trust Documents. For the avoidance of doubt, any Distributions made to holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims shall be subject to the applicable Indenture Trustee Charging Liens.

(C) The remaining GUC Trust Cash Consideration, subject to any adjustments and holdbacks set forth in the GUC Trust Documents, including an estimated \$10 million for Trust Operating Expenses of the GUC Trust, shall be distributed on the applicable distribution dates set forth in the GUC Trust Documents to holders of GUC Trust Units, in accordance with the GUC Trust Agreement. As set forth in the GUC Trust Agreement, no more than \$2 million of the GUC Trust Cash Consideration shall be distributed to holders of GUC Trust Class B Units.

(8) *Dispute Resolution.* With respect to any Other General Unsecured Claims that are disputed by the GUC Trust in accordance with the GUC Trust Documents, the GUC Trust shall reserve the amount of GUC Trust Class B Units that such disputed Other General Unsecured Claim would otherwise be entitled to on account of such disputed Other General Unsecured Claim into the GUC Trust Disputed Claims Reserve, from which the GUC Trust shall make future Distributions, if any, on account of such disputed Other General Unsecured Claims which are subsequently Allowed by the GUC Trust in accordance with the GUC Trust Documents.

(ii) *Generics Price Fixing Claims Trust.* The Generics Price Fixing Claims Trust shall be established in accordance with the Generics Price Fixing Claims Trust Documents.

(iii) *Mesh Claims Trust.* The Mesh Claims Trust shall be established in accordance with the Mesh Claims Trust Documents.

(iv) *Ranitidine Claims Trust.* The Ranitidine Claims Trust shall be established in accordance with the Ranitidine Claims Trust Documents.

(v) *Reverse Payment Claims Trust.* The Reverse Payment Claims Trust shall be established in accordance with the Reverse Payment Claims Trust Documents.

(vi) Distribution Sub-Trust Documents Approval Process. The Distribution Sub-Trust Documents shall be filed with the Bankruptcy Court on or prior to the date that is 14 days after the Confirmation Date. If no objections are filed to any Distribution Sub-Trust Document within 14 days of such Distribution Sub-Trust Document being filed, such Distribution Sub-Trust Document shall become effective. If any objection is filed to any Distribution Sub-Trust Document, the applicable party in interest (including the Creditors' Committee and/or the GUC Trust, if and as applicable) may request a hearing in front of the Bankruptcy Court to resolve any such objection with respect to the applicable Distribution Sub-Trust Document.

(c) OCC Resolution

(i) PPOC Trust. In accordance with the terms of the OCC Resolution Term Sheet and pursuant to the PPOC Trust Documents, on or prior to the Effective Date, the Debtors shall establish the PPOC Trust. On the Effective Date, all Present Private Opioid Claims shall be channeled to the PPOC Trust in accordance with Section 10.9 of this Plan and subsequently, to the extent applicable, further channeled by the PPOC Trust to the applicable PPOC Sub-Trust.

(1) PPOC Trust Installment Payments. The channeling of the Present Private Opioid Claims to the PPOC Trust shall entitle the PPOC Trust to the aggregate payment of the PPOC Trust Consideration and the NAS Additional Amount as follows, in each case, subject to the PPOC Prepayment Option and pursuant to and in accordance with the terms of the PPOC Trust Documents:

(A) on the Effective Date, the PPOC Trust shall receive the first PPOC Trust Installment Payment in Cash in the amount of \$30,233,333.34;

(B) on the first anniversary of the Effective Date, the PPOC Trust shall receive the second PPOC Trust Installment Payment in Cash in the amount of \$29,733,333.33; and

(C) on the second anniversary of the Effective Date, the PPOC Trust shall receive the third PPOC Trust Installment Payment in Cash in the amount of \$59,733,333.33.

(D) Any PPOC Trust Installment Payment not paid when due shall bear interest at a default rate of 12% per annum, compounding quarterly, from the applicable due date until such date as such PPOC Trust Installment Payment has been paid in full.

(E) In the event any amount is received by the PPOC Trust pursuant to (x) the PPOC Prepayment Option; (y) any PPOC Change of Control Payment; or (z) any other payment required in

accordance with the PPOC Trust Documents, such amount, net of any amounts funded to the PPOC Trust Operating Reserve and any other reductions set forth in the PPOC Trust Documents, shall be further distributed to the PPOC Sub-Trusts as promptly as practicable, in accordance with the PPOC Trust Distribution Procedures.

(2) *PPOC Prepayment Option.* During the 12-month period commencing on the Effective Date, Purchaser Parent shall have the right to exercise the PPOC Prepayment Option. In the event Purchaser Parent exercises the PPOC Prepayment Option, the PPOC Trust shall be entitled to receive the following payments, in each case, in accordance with the PPOC Trust Documents in lieu of any remaining PPOC Trust Installment Payments due pursuant to the preceding Section 5.20(c)(i)(1):

(A) in the event Purchaser Parent exercises the PPOC Prepayment Option on the Effective Date, on the Effective Date, the PPOC Trust shall receive payment in the amount of \$89,700,000;

(B) in the event Purchaser Parent exercises the PPOC Prepayment Option after the Effective Date, but on or prior to the six-month anniversary of the Effective Date, on such date as Purchaser Parent exercises the PPOC Prepayment Option, the PPOC Trust shall receive payment in the amount of \$95,800,000; and

(C) in the event Purchaser Parent exercises the PPOC Prepayment Option after the six-month anniversary of the Effective Date but prior to the first anniversary of the Effective Date, on such date as Purchaser Parent exercises the PPOC Prepayment Option, the PPOC Trust shall receive payment in the amount of \$103,400,000.

(D) The amount of any payment made as a result of Purchaser Parent's exercise of the PPOC Prepayment Option after the Effective Date shall be reduced by the amount of the first PPOC Trust Installment Payment, and shall not include the amount of the PPOC Trust Installment Payment that would have otherwise been due on the first anniversary of the Effective Date.

(E) In the event Purchaser Parent does not exercise the PPOC Prepayment Option, on the Effective Date, the Purchaser Entities, as applicable, shall fund \$875,000 into an escrow account which shall be used solely by the PPOC Trust for litigation or enforcement costs necessary to enforce the terms of the PPOC Trust Documents and the PPOC Sub-Trust Documents against the Purchaser Entities.

(3) *Dividend Payments.* Upon the payment of a dividend by Purchaser Parent to holders of Purchaser Equity, Purchaser Parent shall make an equal payment in Cash to the PPOC Trust, which shall reduce the amount of the outstanding PPOC Trust Installment Payments on a dollar-per-dollar basis, which reduction shall be applied to the outstanding PPOC Trust Installment Payments in reverse chronological order. Any payment to be made under this Section 5.20(c)(i)(3) and not paid when due shall bear interest at a default rate of 12% per annum, compounding quarterly, from the date such payment was due until the date such overdue payment is paid in full.

(4) *PPOC Change of Control Payment.* Upon a Change of Control of Purchaser Parent, to the extent Purchaser Parent has not exercised the PPOC Prepayment Option, Purchaser Parent must (x) make a PPOC Change of Control Payment; or (y) provide for the assumption of the obligation to make the PPOC Trust Installment Payments by a Qualified Successor. Any payment to be made under this Section 5.20(c)(i)(4) and not paid when due shall bear interest at a default rate of 12% per annum, compounding quarterly, from the date such payment was due until the date such overdue payment is paid in full.

(5) *Prepayment of PPOC Trust Consideration Upon Prepayment of Public Opioid Consideration and/or Tribal Opioid Consideration.* If, at any time, the Purchaser Entities prepay, substantially or in full, the amounts owing to the Public Opioid Trust or the Tribal Opioid Trust as of such date, the applicable Purchaser Entities shall, on the same date as the prepayment of the Public Opioid Trust or the Tribal Opioid Trust, as applicable, make a prepayment to the PPOC Trust (x) if such prepayment of the Public Opioid Trust or the Tribal Opioid Trust, as applicable, occurs on or before the first anniversary of the Effective Date, the amount that would be due if Purchaser Parent had exercised the PPOC Prepayment Option on such date; or (y) if such prepayment of the Public Opioid Trust or the Tribal Opioid Trust, as applicable, occurs after the first anniversary of the Effective Date but on or before the second anniversary of the Effective Date, the amount of the net present value of the third PPOC Trust Installment Payment (and any other outstanding remaining PPOC Trust Installment Payments that may become due pursuant to the terms of the PPOC Trust Documents), discounted at a discount rate of 12% per annum; *provided, that*, to the extent the Purchaser Entities prepay in full the amounts owing to the Public Opioid Trust or the Tribal Opioid Trust, as applicable, at a time when there are any overdue amounts of PPOC Trust Installment Payments then, in addition to the amounts described in the foregoing clauses (x) and (y), the Purchaser Entities shall immediately make a payment to the PPOC Trust of (a) such overdue amounts; and (b) default interest on such amounts at a rate of 12% per annum,

compounding quarterly from the date such PPOC Trust Installment Payment was due until the date such overdue amounts are paid in full.

(A) As a result of the Mediation, the holders of State Opioid Claims were given the right to require prepayment of the Public Opioid Consideration on the Effective Date, which the Endo EC has informed the Debtors and the Ad Hoc First Lien Group will be exercised as set forth in Section 5.20(e) below. To the extent holders of State Opioid Claims exercise such prepayment right, the Purchaser Entities shall be required to exercise the PPOC Prepayment Option as of the Effective Date and, in accordance therewith, prepay the PPOC Trust Consideration in full in Cash on the Effective Date in the amount of the PPOC Prepayment Amount pursuant to Section 5.20(c)(i)(5) (and, for the avoidance of doubt, the NAS Additional Amount shall also be funded on the Effective Date).

(6) *PPOC Trust Claim Shares.* In consideration for the assumption by the PPOC Sub-Trusts of the Present Private Opioid Claims, the PPOC Trust shall issue the PPOC Trust Claim Shares to the applicable PPOC Sub-Trusts on the same date as each PPOC Trust Installment Payment is received or as soon as practicable thereafter, in each case, in accordance with the PPOC Trust Documents. The amounts of the PPOC Trust Claim Shares shall, to the extent applicable, be reduced in accordance with the PPOC Trust Documents. The PPOC Trust shall make Distributions in respect of the PPOC Trust Claim Shares, in each case, in accordance with the PPOC Trust Documents and the applicable PPOC Sub-Trust Documents, on the following payment schedule (*provided, that, in the event of any conflict between the provisions of this Section 5.20(c)(i)(5) and the PI Trust Documents, the PI Trust Documents shall govern*):

(A) On the Effective Date, or as soon thereafter as reasonably practicable, the PPOC Trust shall make an initial Distribution of the PPOC Trust Claim Shares from the first PPOC Trust Installment Payment or any other amount received in respect of the PPOC Prepayment Option to the PPOC Sub-Trusts, in each case, net of any amounts funded from the first PPOC Trust Installment Payment to the PPOC Trust Operating Reserve or otherwise applied pursuant to the PPOC Trust Documents.

(B) On the first anniversary of the Effective Date, or as soon thereafter as reasonably practicable, the PPOC Trust shall distribute the second PPOC Trust Installment Payment to the PPOC Sub-Trusts in amounts equal to the applicable PPOC Trust Claim Shares, net of any amounts funded from the applicable PPOC Trust

Installment Payment to the PPOC Trust Operating Reserve or otherwise applied pursuant to the PPOC Trust Documents.

(C) On the second anniversary of the Effective Date, or as soon thereafter as reasonably practicable, the PPOC Trust shall distribute the third PPOC Trust Installment Payment to the PPOC Sub-Trusts in amounts equal to the applicable PPOC Trust Claim Shares, net of any amounts funded from the applicable PPOC Trust Installment Payment to the PPOC Trust Operating Reserve or otherwise applied pursuant to the PPOC Trust Documents.

(D) Each distribution of the PPOC Trust Claim Shares shall be made on a date that is not more than 10 Business Days after receipt by the PPOC Trust of any PPOC Trust Installment Payment.

(7) *Administration of Present Private Opioid Claims and PPOC Trust Distribution Procedures.* Pursuant to the PPOC Trust Distribution Procedures, (A) all PI Opioid Claims will be administered by the PI Trust and resolved in accordance with, and to the extent provided in, the PI Trust Distribution Procedures; (B) all NAS PI Claims will be administered by the NAS PI Trust and resolved in accordance with, and to the extent provided in, the NAS PI Trust Distribution Procedures; (C) all Hospital Opioid Claims will be administered by the Hospital Trust and resolved in accordance with, and to the extent provided in, the Hospital Trust Distribution Procedures; (D) all IERP II Claims will be administered by the IERP Trust II and resolved in accordance with, and to the extent provided in, the IERP Trust II Distribution Procedures; and (E) all TPP Claims will be administered by the TPP Trust and resolved in accordance with, and to the extent provided in, the TPP Trust Distribution Procedures.

(ii) *PI Trust.* The PI Trust shall be established as a PPOC Sub-Trust in accordance with the PI Trust Documents.

(1) *PI Trust Share.* The channeling of the PI Opioid Claims to the PI Trust shall entitle the PI Trust to the aggregate payment of the PI Trust Share. To the extent Purchaser Parent does not exercise the PPOC Prepayment Option, on the Effective Date, the first anniversary thereof, and the second anniversary thereof, or, in each case, as soon thereafter as reasonably practicable, the PI Trust shall receive from the PPOC Trust an amount equal to (A) the PI Trust Share, *multiplied by* (B) the applicable PPOC Trust Installment Payment, in each case, from the applicable PPOC Trust Installment Payment and net of any Trust Operating Expenses of the PPOC Trust and any other holdbacks as set forth in the PPOC Trust Documents. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(c)(ii)(1) and the PI Trust Documents, the PI Trust Documents shall govern.

(2) *Administration of PI Opioid Claims.* All PI Opioid Claims will be administered, processed, and resolved pursuant to the PI Trust Documents, which shall provide that such Claims shall be Allowed and administered by the PI Trust or otherwise Disallowed and released in full. The PI Trust shall determine the amounts of any Distributions from the PI Trust Share to be made to holders of Allowed PI Opioid Claims. The determination by the PI Trust of the Allowance or Disallowance of any PI Opioid Claim and any Distributions to holders of Allowed PI Opioid Claims shall not be subject to any challenge or review of any kind, by any court or Person, except as otherwise set forth in this Plan or the PI Trust Documents. The sole recourse of any holder of a PI Opioid Claim on account thereof shall be to the PI Trust and only in accordance with the terms, provisions, and procedures of the PI Trust Documents.

(A) The PI Trust shall make Distributions on account of Allowed PI Opioid Claims to holders of such Claims out of the PI Trust Share, net of any Trust Operating Expenses of the PI Trust and of any other holdbacks described in the PI Trust Documents, in each case, funded from the PI Trust Share. Any Distribution on account of any Allowed PI Opioid Claim shall be made in accordance with the PI Trust Documents.

(B) The procedures governing Distributions set forth in the PI Trust Documents shall provide for an additional payment by the PI Trust to any holder of an Allowed PI Opioid Claim who is entitled to receive a Distribution from the PI Trust, with such additional payment to be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the PI Trust Documents, by (ii) a multiplier of 4x, for any such holder that grants or is deemed to grant, as applicable, the Non-GUC Releases, which additional payment by the PI Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases.

(3) *Appeals Process.* If a holder of a PI Opioid Claim is dissatisfied with any determination made by the PI Trust with respect to such holder's PI Opioid Claim, including the amount of any Distribution or lack thereof, such holder may appeal to a special master within 15 days of receiving notice of the relevant determination; *provided, that*, such special master shall review only the applicable appeal record and claim file in deciding such appeal. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(c)(ii)(3) and the PI Trust Documents, the PI Trust Documents shall govern.

(iii) NAS PI Trust. The NAS PI Trust shall be established as a PPOC Sub-Trust in accordance with the NAS PI Trust Documents.

(1) *NAS PI Trust Share.* The channeling of the NAS PI Claims to the NAS PI Trust shall entitle the NAS PI Trust to the aggregate payment of the NAS PI Trust Share. To the extent Purchaser Parent does not exercise the PPOC Prepayment Option, on the Effective Date, the first anniversary thereof, and the second anniversary thereof, or, in each case, as soon thereafter as reasonably practicable, the NAS PI Trust shall receive from the PPOC Trust an amount equal to (A) the NAS PI Trust Share, *multiplied by* (B) the applicable PPOC Trust Installment Payment, in each case, from the applicable PPOC Trust Installment Payment and net of any Trust Operating Expenses of the PPOC Trust and any other holdbacks as set forth in the PPOC Trust Documents. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(c)(iii)(1) and the NAS PI Trust Documents, the NAS PI Trust Documents shall govern.

(2) *Administration of NAS PI Claims.* All NAS PI Claims will be administered, processed, and resolved pursuant to the NAS PI Trust Documents, which shall provide that such Claims shall be Allowed and administered by the NAS PI Trust or otherwise Disallowed and released in full. The NAS PI Trust shall determine the amounts of any Distributions from the NAS PI Trust Share to be made to holders of Allowed NAS PI Claims. The determination by the NAS PI Trust of the Allowance or Disallowance of any NAS PI Claim and any Distributions to holders of Allowed NAS PI Claims shall not be subject to any challenge or review of any kind, by any court or Person, except as otherwise set forth in this Plan or the NAS PI Trust Documents. The sole recourse of any holder of a NAS PI Claim on account thereof shall be to the NAS PI Trust and only in accordance with the terms, provisions, and procedures of the NAS PI Trust Documents.

(A) The NAS PI Trust shall make Distributions on account of Allowed NAS PI Claims to holders of such Claims out of the NAS PI Trust Share, net of any Trust Operating Expenses of the NAS PI Trust and of any other holdbacks described in the NAS PI Trust Documents, in each case, funded from the NAS PI Trust Share. Any Distribution on account of any Allowed NAS PI Claim shall be made in accordance with the NAS PI Trust Documents.

(B) The NAS PI Trust Documents shall provide that NAS Monitoring Opioid Claims shall be Allowed in the amount of \$0.00 and holders of such Claims shall not receive a Distribution on account thereof. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(c)(iii)(2)(B) and the NAS PI Trust Documents, the NAS PI Trust Documents shall govern.

(C) The procedures governing Distributions set forth in the NAS PI Trust Documents shall provide for an additional payment by the NAS PI Trust to any holder of an Allowed NAS PI Claim who is entitled to receive a Distribution from the NAS PI Trust, with such additional payment to be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the NAS PI Trust Documents, by (ii) a multiplier of 4x, for any such holder that grants or is deemed to grant, as applicable, the Non-GUC Releases, which additional payment by the NAS PI Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases.

(3) *Appeals Process.* If a holder of a NAS PI Claim is dissatisfied with any determination made by the NAS PI Trust with respect to such holder's NAS PI Claim, including the amount of any Distribution or lack thereof, such holder may appeal to the NAS PI Trust within 14 days of receiving notice of the relevant determination. The NAS PI Trustee shall conduct a *de novo* review of such holder's NAS PI Claim upon such appeal. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(c)(iii)(3) and the NAS PI Trust Documents, the NAS PI Trust Documents shall govern.

(iv) *Hospital Trust.* The Hospital Trust shall be established as a PPOC Sub-Trust in accordance with the Hospital Trust Documents.

(1) *Hospital Trust Share.* The channeling of the Hospital Opioid Claims to the Hospital Trust shall entitle the Hospital Trust to the aggregate payment of the Hospital Trust Share. To the extent Purchaser Parent does not exercise the PPOC Prepayment Option, on the Effective Date, the first anniversary thereof, and the second anniversary thereof, or, in each case, as soon thereafter as reasonably practicable, the Hospital Trust shall receive from the PPOC Trust an amount equal to (A) the Hospital Trust Share, *multiplied by* (B) the applicable PPOC Trust Installment Payment, in each case, from the applicable PPOC Trust Installment Payment and net of any Trust Operating Expenses of the PPOC Trust and any other holdbacks as set forth in the PPOC Trust Documents. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(c)(iv)(1) and the Hospital Trust Documents, the Hospital Trust Documents shall govern.

(2) *Administration of Hospital Opioid Claims.* All Hospital Opioid Claims will be administered, processed, and resolved pursuant to the Hospital Trust Documents, which shall provide that such Claims shall be Allowed and administered by the Hospital Trust or otherwise Disallowed and released in full. The Hospital Trust shall determine the amounts of any Distributions from the Hospital Trust Share to be made to holders of

Allowed Hospital Opioid Claims. The determination by the Hospital Trust of the Allowance or Disallowance of any Hospital Opioid Claim and any Distributions to holders of Allowed Hospital Opioid Claims shall not be subject to any challenge or review of any kind, by any court or Person, except as otherwise set forth in this Plan or the Hospital Trust Documents. The sole recourse of any holder of a Hospital Opioid Claim on account thereof shall be to the Hospital Trust and only in accordance with the terms, provisions, and procedures of the Hospital Trust Documents.

(A) The Hospital Trust shall make Distributions on account of Allowed Hospital Opioid Claims to holders of such Claims out of the Hospital Trust Share, net of any Trust Operating Expenses of the Hospital Trust and of any other holdbacks described in the Hospital Trust Documents, in each case, funded from the Hospital Trust Share. Any Distribution on account of any Allowed Hospital Opioid Claim shall be made in accordance with the Hospital Trust Documents.

(B) The procedures governing Distributions set forth in the Hospital Trust Documents shall provide for an additional payment by the Hospital Trust to any holder of an Allowed Hospital Opioid Claim who is entitled to receive a Distribution from the Hospital Trust, with such additional payment to be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Hospital Trust Documents, by (ii) a multiplier of 4x, for any such holder that grants or is deemed to grant, as applicable, the Non-GUC Releases, which additional payment by the Hospital Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases.

(v) *IERP Trust II*. The IERP Trust II shall be established as a PPOC Sub-Trust in accordance with the IERP Trust II Documents.

(1) *IERP Trust II Share*. The channeling of the IERP II Claims to the IERP Trust II shall entitle the IERP Trust II to the aggregate payment of the IERP Trust II Share. To the extent Purchaser Parent does not exercise the PPOC Prepayment Option, on the Effective Date, the first anniversary thereof, and the second anniversary thereof, or, in each case, as soon thereafter as reasonably practicable, the IERP Trust II shall receive from the PPOC Trust an amount equal to (A) the IERP Trust II Share, *multiplied by* (B) the applicable PPOC Trust Installment Payment, in each case, from the applicable PPOC Trust Installment Payment and net of any Trust Operating Expenses of the PPOC Trust and any other holdbacks as set forth in the PPOC Trust Documents. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(c)(v)(1) and the IERP Trust II Documents, the IERP Trust II Documents shall govern.

(2) *Administration of IERP II Claims.* All IERP II Claims will be administered, processed, and resolved pursuant to the IERP Trust II Documents, which shall provide that such Claims shall be Allowed and administered by the IERP Trust II or otherwise Disallowed and released in full. The IERP Trust II shall determine the amounts of any Distributions from the IERP Trust II Share to be made to holders of Allowed IERP II Claims. The determination by the IERP Trust II of the Allowance or Disallowance of any IERP II Claim and any Distributions to holders of Allowed IERP II Claims shall not be subject to any challenge or review of any kind, by any court or Person, except as otherwise set forth in this Plan or the IERP Trust II Documents. The sole recourse of any holder of an IERP II Claim on account thereof shall be to the IERP Trust II and only in accordance with the terms, provisions, and procedures of the IERP Trust II Documents.

(A) The IERP Trust II shall make Distributions on account of Allowed IERP II Claims to holders of such Claims out of the IERP Trust II Share, net of any Trust Operating Expenses of the IERP Trust II and of any other holdbacks described in the IERP Trust II Documents, in each case, funded from the IERP Trust II Share. Any Distribution on account of any Allowed IERP II Claim shall be made in accordance with the IERP Trust II Documents.

(B) The procedures governing Distributions set forth in the IERP Trust II Documents shall provide for an additional payment by the IERP Trust II to any holder of an Allowed IERP II Claim who is entitled to receive a Distribution from the IERP Trust II, with such additional payment to be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the IERP Trust II Documents, by (ii) a multiplier of 4x, for any such holder that grants or is deemed to grant, as applicable, the Non-GUC Releases, which additional payment by the IERP Trust II shall be in exchange for such holder granting or being deemed to grant, as applicable, of the Non-GUC Releases.

(vi) *TPP Trust.* The TPP Trust shall be established as a PPOC Sub-Trust in accordance with the TPP Trust Documents.

(1) *TPP Trust Share.* The channeling of the TPP Claims to the TPP Trust shall entitle the TPP Trust to the aggregate payment of the TPP Trust Share. To the extent Purchaser Parent does not exercise the PPOC Prepayment Option, on the Effective Date, the first anniversary thereof, and the second anniversary thereof, or, in each case, as soon thereafter as reasonably practicable, the TPP Trust shall receive from the PPOC Trust an amount equal to (A) the TPP Trust Share, *multiplied by* (B) the applicable PPOC Trust Installment Payment, in each case, from the applicable PPOC

Trust Installment Payment and net of any Trust Operating Expenses of the PPOC Trust and any other holdbacks as set forth in the PPOC Trust Documents. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(c)(vi)(1) and the TPP Trust Documents, the TPP Trust Documents shall govern.

(2) *Administration of TPP Claims.* All TPP Claims will be administered, processed, and resolved pursuant to the TPP Trust Documents, which shall provide that such Claims shall be Allowed and administered by the TPP Trust or otherwise Disallowed and released in full. The TPP Trust shall determine the amounts of any Distributions from the TPP Trust Share to be made to holders of Allowed TPP Claims. The determination by the TPP Trust of the Allowance or Disallowance of any TPP Claim and any Distributions to holders of Allowed TPP Claims shall not be subject to any challenge or review of any kind, by any court or Person, except as otherwise set forth in this Plan or the TPP Trust Documents. The sole recourse of any holder of a TPP Claim on account thereof shall be to the TPP Trust and only in accordance with the terms, provisions, and procedures of the TPP Trust Documents.

(A) Notwithstanding anything to the contrary herein or otherwise, all grants (or deemed grants) by TPPs of Non-GUC Releases with respect to TPP Claims pursuant to this Plan (including pursuant to the Ballot) prior to the Effective Date shall be deemed conditional, and shall be resolved following the Effective Date in accordance with the following provisions:

1. Upon the channeling of TPP Claims to the TPP Trust, Persons or Entities that purported to file TPP Claims by the General Bar Date shall be provided with notice of the TPP Trust Claims Deadline (as defined in the TPP Trust Distribution Procedures) and access to the New TPP Claim Form (as defined in the TPP Trust Distribution Procedures), as set forth in the TPP Trust Distribution Procedures, to, among other things, confirm that they assert a TPP Claim and make a final election related to the Non-GUC Releases.

2. With respect to any Person or Entity that filed or was included in a TPP Claim by the General Bar Date, but fails to timely submit a completed New TPP Claim Form to the TPP Trust, such Person or Entity shall be deemed (a) not to be a holder of a TPP Claim or a Trust Channeled Claim on account of such asserted TPP Claim and any Opioid Claim previously asserted by such Person or Entity shall not be channeled to the TPP Trust; (b) not to be eligible to

receive a Distribution from the PPOC Trust or the TPP Trust in respect of Opioid Claims; and (c) not to be a Non-GUC Releasing Party or to have granted any other Release contemplated by the Plan in respect of Opioid Claims.

3. With respect to any Person or Entity that filed or was included in a TPP Claim by the General Bar Date, and that granted or is deemed to have granted conditional Releases in respect of Opioid Claims in connection with the solicitation of the Plan, if such Person or Entity returns a New TPP Claim Form and either grants or does not “opt-out” of granting the Non-GUC Release on such New TPP Claim Form, such TPP’s grant of the Non-GUC Releases shall become final and unconditional.

4. Notwithstanding the foregoing, in the event any Person or Entity that purported to be a TPP is subsequently determined not to be a TPP, such Person or Entity shall be deemed (a) not to be a holder of a TPP Claim or a Trust Channeled Claim on account of any asserted TPP Claim and any Opioid Claim previously asserted by such Person or Entity shall not be channeled to the TPP Trust; (b) not to be eligible to receive a Distribution from the PPOC Trust or the TPP Trust in respect of Opioid Claims; and (c) not to be a Non-GUC Releasing Party or to have granted any other Release in respect of Opioid Claims contemplated by the Plan. Likewise, any Person or Entity that did not file and was not included in a TPP Claim by the General Bar Date shall be deemed (x) not to be a holder of a TPP Claim or a Trust Channeled Claim on account of any asserted TPP Claim and any Opioid Claim; (y) not to be eligible to receive a Distribution from the PPOC Trust or the TPP Trust in respect of Opioid Claims; and (z) not to be a Non-GUC Releasing Party or to have granted any other Release in respect of Opioid Claims contemplated by this Plan.

(B) The TPP Trust shall make Distributions on account of Allowed TPP Claims to holders of such Claims out of the TPP Trust Share, net of any Trust Operating Expenses of the TPP Trust and of any other holdbacks described in the TPP Trust Documents, in each case, funded from the TPP Trust Share. Any Distribution on account of any Allowed TPP Claim shall be made in accordance with the TPP Trust Documents.

(C) The procedures governing Distributions set forth in the TPP Trust Documents shall provide for an additional payment

by the TPP Trust to any holder of an Allowed TPP Claim who is entitled to receive a Distribution from the TPP Trust, with such additional payment to be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the TPP Trust Documents, by (ii) a multiplier of 4x, for any such holder that grants or is deemed to grant, as applicable, the Non-GUC Releases, which additional payment by the TPP Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases.

(3) *TPP Trust Claims Resolution Procedures.* In accordance with the TPP Trust Documents, the TPP Trustee will post a claims register on the website for the TPP Trust showing the TPP Trustee's initial determination with respect to the Allowance or Disallowance and amount of any TPP Claims with respect to which such a determination has been made. Any holder wishing to contest such initial determination must contact the TPP Trust in writing within 60 days from the date of posting of the applicable claims register and seek to consensually resolve any disputes. In the event a timely dispute with respect to a TPP Claim is resolved within such 60-day period, such resolution shall be binding upon the confirmation thereof, in writing, by (A) the holder of such TPP Claim or such holder's authorized representative; and (B) the TPP Trustee or counsel to the TPP Trustee. In the event any timely dispute with respect to a TPP Claim is not resolved within such 60-day period, the TPP Trustee's initial determination with respect to such TPP Claim shall be final and binding; *provided, that*, in the event such TPP Claim is asserted in the amount of \$500,000 or more, the holder of such TPP Claim may notify the TPP Trustee within 15 days of the expiration of such 60-day period that such holder wishes to have the dispute referred to mediation; *provided, further, that*, in the event such dispute is referred to mediation, such TPP Claim shall be considered disputed and funds on account of such TPP Claim shall be reserved pending resolution of such dispute in accordance with the TPP Trust Documents. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(c)(vi)(3) and the TPP Trust Documents, the TPP Trust Documents shall govern.

(d) FCR Resolution

In accordance with the terms of the Future Trust Term Sheet and pursuant to the Future PI Trust Documents, on or prior to the Effective Date, the Debtors shall establish the Future PI Trust. The establishment of the Future PI Trust and the approval of the FCR Resolution are integral components of this Plan. Any Future PI Claim asserted on or following the Effective Date shall be channeled to the Future PI Trust in accordance with Section 10.9 of this Plan, and shall be Allowed or Disallowed and resolved solely in accordance with the terms, provisions, and procedures of the Future PI Trust Documents, which shall provide that Future PI Claims shall be

Allowed and administered by the Future PI Trust or otherwise Disallowed and released in full, in each case, in accordance with the Future PI Trust Distribution Procedures. The Future PI Trust shall terminate on the earlier of (x) the 10th anniversary of the Effective Date; and (y) the date on which no Future NAS PI Claims or Future Opioid PI Claims have been submitted to the Future PI Trust during any trailing 12-month period calculated from such date; *provided, that*, the start date of such 12-month period shall in no event be prior to the second anniversary of the Effective Date.

(i) *Future PI Trust Consideration.* The channeling of the Future PI Claims to the Future PI Trust shall entitle the Future PI Trust to the aggregate payment of the Future PI Trust Consideration.

(1) *Future Opioid PI/NAS PI Trust Share.* The Future PI Trust shall receive the Future Opioid PI/NAS PI Trust Share in accordance with the Future PI Trust Documents, which Future Opioid PI/NAS PI Trust Share shall be used to make Distributions to holders of Allowed Future Opioid PI Claims and Allowed Future NAS PI Claims in accordance with the Future Opioid PI Trust Distribution Procedures and the Future NAS PI Trust Distribution Procedures, as applicable, in each case, solely to the extent such holders are Non-GUC Releasing Parties. The Future PI Trust shall receive the Future Opioid PI/NAS PI Trust Share in the following installments in accordance with the Future PI Trust Documents:

(A) on the Effective Date and on the first, second, third, fourth, and fifth anniversaries thereof, Cash in the amount of \$1.15 million;

(B) on the sixth, seventh, eighth, and ninth anniversaries of the Effective Date, Cash in an amount equal to the lesser of (x) \$1.15 million; and (y) the amount (if any) necessary for the Future Opioid PI/NAS PI Trust Balance to equal (a) \$3.5 million (together with any recoveries or investments from any source) in the years following the sixth and seventh anniversaries of the Effective Date; and (b) \$2.35 million (together with any recoveries or investments from any source) in the years following the eighth and ninth anniversaries of the Effective Date; *provided, that*, the maximum amount of any such annual payment shall be \$1.15 million; *provided, further, that*, the maximum aggregate amount of all payments described in Sections 5.20(d)(i)(1)(A) and (B) shall be \$11.385 million.

(C) To the extent the Future Opioid PI/NAS PI Trust Balance exceeds (x) \$3.5 million on the fifth, sixth, and seventh anniversaries of the Effective Date; and/or (y) \$2.35 million on the eighth and ninth anniversaries of the Effective Date, as applicable, such excess amounts on such dates shall revert to the Purchaser Parent on such dates, as applicable.

(D) Upon the termination of the Future PI Trust, any remaining excess Future PI Trust Consideration shall revert to the Purchaser Entities.

(2) *Future Mesh Trust Share.* The Future PI Trust shall receive the Future Mesh Trust Share, which Future Mesh Trust Share shall be used to make Distributions to holders of Allowed Future Mesh Claims in accordance with the Future Mesh Trust Distribution Procedures solely to the extent such holders are Non-GUC Releasing Parties. The Future PI Trust shall receive the Future Mesh Trust Share in the following installments in accordance with the Future PI Trust Documents:

(A) on the Effective Date, Cash in the amount of \$250,000; and

(B) on the first anniversary of the Effective Date, Cash in the amount of \$245,000;

(C) *provided, that,* upon the earlier of (x) the fourth anniversary of the Effective Date; and (y) the date as of which no Future Mesh Claims have been submitted to the Future PI Trust during the trailing 12-month period calculated from such date (*provided, that,* the starting date of such trailing 12-month period shall in no event be prior to the first anniversary of the Effective Date) the Future Mesh Trust Balance as of such date shall revert to the Purchaser Entities.

(ii) *Payment Owed Upon Change of Control.* Upon a Change of Control of Purchaser Parent, if required by the Future PI Trustee, the Purchaser Entities must immediately make a payment to the Future PI Trust of Cash in an amount equal to the then-outstanding amount of the Future PI Trust Consideration, which may be paid at a price equal to the present value of such amounts, discounted at a discount rate of 12% per annum; *provided, that,* upon the termination of the Future PI Trust, any amounts paid in accordance with this Section 5.20(d)(ii) shall remain subject to the reversionary interest therein of the Purchaser Entities, as described in Section 5.20(d)(i) above, in accordance with the Future PI Trust Documents.

(iii) *Administration of Future PI Claims.* All Future PI Claims will be administered, processed, and resolved pursuant to the Future PI Trust Documents, which shall provide that such Claims shall be Allowed and administered by the Future PI Trust or otherwise Disallowed and released in full. The Future PI Trust shall determine the amounts of any Distributions from the Future Opioid PI/NAS PI Trust Share or the Future Mesh Trust Share, as applicable, to be provided to holders of Allowed Future PI Claims on account thereof; *provided, that,* the Future PI Trust Distribution Procedures shall require that any holder of an Allowed Future PI Claim grants the Non-GUC Releases in order to

be eligible to receive a Distribution from the Future PI Trust on account of such Allowed Future PI Claim.

(1) The determination by the Future PI Trust of the Allowance or Disallowance of any Future PI Claim and any Distribution on account of any Allowed Future PI Claim shall not be subject to any challenge or review of any kind, by any court or Person, except as otherwise set forth in this Plan or the Future PI Trust Documents. Upon the channeling of any Future PI Claim in accordance with Section 10.9 of this Plan, the holder of such Future PI Claim shall be deemed to release such holder's Future PI Claim against the Debtors and the Post-Emergence Entities; *provided, that*, notwithstanding the foregoing, no holder of an Allowed Future PI Claim that does not grant the Non-GUC Releases shall receive a Distribution from the Future PI Trust. The sole recourse of any holder of a Future PI Claim on account thereof shall be to the Future PI Trust and only in accordance with the terms, provisions, and procedures of the Future PI Trust Documents.

(2) The claims evaluation process of the Future PI Trust shall be subject to the right of the Purchaser Entities (subject to any applicable limitations imposed by HIPAA or any similar applicable State or other laws on the Future PI Trustee and/or the Purchaser Entities) to (A) audit the eligibility and award decisions of the Future PI Trust no more frequently than annually; and (B) pursue any available legal recourse in connection with any decisions alleged by the Purchaser Entities to be inconsistent with the terms of the Future PI Trust Documents; *provided, that*, the Purchaser Entities shall reimburse the Future PI Trust for any incremental costs incurred with respect to any such audit and/or legal challenges; and *provided, further, that*, the Future PI Trustee shall retain discretion to inquire into the veracity of any Claim submitted to the Future PI Trust.

(3) *Administration of Future Opioid PI Claims.* The Future PI Trust shall make Distributions from the Future Opioid PI/NAS PI Trust Share to holders of Allowed Future Opioid PI Claims, solely to the extent such holders are Non-GUC Releasing Parties, out of the Future Opioid PI/NAS PI Trust Share, net of any Trust Operating Expenses of the Future PI Trust and any other holdbacks described in the Future PI Trust Documents, in each case, from the Future Opioid PI/NAS PI Trust Share, in accordance with the Future Opioid PI Trust Distribution Procedures. The amounts of Distributions to holders of Allowed Future Opioid PI Claims on account of such Allowed Future Opioid PI Claims shall not exceed the amount of comparable Distributions provided by the PI Trust to holders of Allowed PI Opioid Claims on account thereof.

(4) *Administration of Future NAS PI Claims.* The Future PI Trust shall make Distributions from the Future Opioid PI/NAS PI Trust

Share to holders of Allowed Future NAS PI Claims, solely to the extent such holders are Non-GUC Releasing Parties, out of the Future Opioid PI/NAS PI Trust Share, net of any Trust Operating Expenses of the Future PI Trust and any other holdbacks described in the Future PI Trust Documents, in each case, from the Future Opioid PI/NAS PI Trust Share, in accordance with the Future NAS PI Trust Distribution Procedures. The amounts of Distributions to holders of Allowed Future NAS PI Claims on account of such Allowed Future NAS PI Claims shall not exceed the amount of comparable Distributions provided by the NAS PI Trust to holders of Allowed NAS PI Claims on account thereof.

(5) *Administration of Future Mesh Claims.* The Future PI Trust shall make Distributions to holders of Allowed Future Mesh Claims, solely to the extent such holders are Non-GUC Releasing Parties, out of the Future Mesh Trust Share, net of any Trust Operating Expenses of the Future PI Trust and any other holdbacks described in the Future PI Trust Documents, in each case, from the Future Mesh Trust Share, in accordance with the Future Mesh Trust Distribution Procedures. The amounts of Distributions to holders of Allowed Future Mesh Claims on account of such Allowed Future Mesh Claims shall not exceed the amount of comparable Distributions provided by the Mesh Claims Trust to holders of Allowed Mesh Claims on account thereof.

(iv) *Dispute Resolution.* A holder of a Future PI Claim which disagrees with the ruling of the Future PI Trust with respect to the Allowance or Disallowance, Distribution on account of, or other resolution of such holder's Future PI Claim, may file a lawsuit in the U.S. District Court for the Southern District of New York against the Future PI Trust. Any such lawsuit may be filed by such holder of such Future PI Claim in such holder's own right and name, and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit, and may only name the Future PI Trust as a defendant. If such holder of a Future PI Claim obtains a judgment on such holder's Future PI Claim in the tort system which judgment becomes a final judgment, such final judgment shall be deemed an Allowed Future PI Claim and, thereafter, the Future PI Trust shall make a Distribution on account of such Allowed Future PI Claim in accordance with the applicable Future PI Trust Distribution Procedures. For the avoidance of doubt, in the event of any conflict between the provisions of this Section 5.20(d)(iv) and the Future PI Trust Documents, the Future PI Trust Documents shall govern.

(e) Public Opioid Trust and Tribal Opioid Trust

(i) *Public Opioid Trust.* In accordance with the terms of this Plan and pursuant to this Plan and the Public Opioid Distribution Documents, on or prior to the Effective Date, the Debtors shall establish the Public Opioid Trust. On the Effective Date, all State Opioid Claims shall be channeled to the Public Opioid Trust in accordance with Section 10.9 of this Plan.

(1) *Public Opioid Consideration and Prepayment Rights.* Purchaser Parent and the holders of State Opioid Claims shall have the following prepayment rights:

(A) During the 18-month period commencing on the Effective Date, Purchaser Parent shall have the option to prepay in full the then-outstanding amount of the aggregate Public Opioid Consideration, at a price equal to the present value of the amounts to be prepaid (as of the date of prepayment), discounted at a rate of 12.75% per annum.

(B) As a result of the Mediation, the holders of State Opioid Claims (x) agreed to reduce the gross amount of the Public Opioid Consideration; and (y) were given the right to require prepayment of the Public Opioid Consideration on the Effective Date at a discount rate of 12.75% per annum, which the Endo EC has informed the Debtors and the Ad Hoc First Lien Group will be exercised. As a result of the exercise of such prepayment right, on the Effective Date, the Public Opioid Trust will receive the Public Opioid Consideration in the amount of \$273,616,966.26 in Cash on the Effective Date.<sup>20</sup>

(2) *Payment Owed Upon Change of Control.* Solely to the extent the holders of State Opioid Claims do not exercise the prepayment right set forth in the foregoing Section 5.20(e)(i)(1), following the Effective Date, upon a Change of Control of Purchaser Parent, the Purchaser Entities must either (A) immediately make a payment to the Public Opioid Trust in an amount equal to the then-outstanding amount of the Public Opioid Installment Payments, which may be discounted at a discount rate of 12.75% per annum if such payment would be made within the 18-month period in which Purchaser Parent may exercise the prepayment option set forth in the foregoing Section 5.20(e)(i)(1)(A); or (B) provide for the assumption of the obligation to make any outstanding Public Opioid Installment Payments by a Qualified Successor.

(3) *Dividend Payments.* Solely to the extent the holders of State Opioid Claims do not exercise the prepayment right set forth in the foregoing Section 5.20(e)(i)(1), following the Effective Date, upon the payment of a dividend by Purchaser Parent to holders of Purchaser Equity, the Purchaser Entities shall make an equal payment in Cash to the Public Opioid Trust, which shall reduce the amount of any outstanding Public Opioid Installment Payments on a dollar-per-dollar basis, which reduction

---

<sup>20</sup> To the extent such prepayment right is not exercised, a revised schedule of Public Opioid Installment Payments shall be included in the Public Opioid Distribution Documents and filed with the Plan Supplement.

shall be applied to the latest payable Public Opioid Installment Payments still outstanding.

(4) *Administration of State Opioid Claims.* The Public Opioid Distribution Documents shall provide for, among other things, (x) Distributions to be made to holders of Allowed State Opioid Claims that are not Prior Settling States; and (y) distributions and/or grants to be made to Local Governments in accordance with any governing agreement with any State or other applicable State law, which Distributions, in each case, shall be made solely out of the Public Opioid Consideration. For the avoidance of doubt, no Prior Settling State may receive a Distribution from, or otherwise share in, the Public Opioid Consideration.

(A) All expenses related to any resolution or settlement with a Prior Settling State, including any attorneys' fees for any Prior Settling State or a group thereof, shall be borne by the applicable Prior Settling State(s) and shall not be (x) an obligation of the Debtors or the Post-Emergence Entities; or (y) paid out of the Public Opioid Consideration.

(ii) *Tribal Opioid Trust.* In accordance with the terms of the Public/Tribal Term Sheet and pursuant to the Tribal Opioid Distribution Documents, on or prior to the Effective Date, the Debtors shall take all necessary steps to establish the Tribal Opioid Trust in accordance with this Plan and the Tribal Opioid Distribution Documents. On the Effective Date, all Tribal Opioid Claims shall be channeled to the Tribal Opioid Trust in accordance with Section 10.9 of this Plan.

(1) *Tribal Opioid Installment Payments.* The channeling of the Tribal Opioid Claims to the Tribal Opioid Trust shall entitle the Tribal Opioid Trust to the aggregate payment of the Tribal Opioid Consideration, which shall be paid in 11 equal installments (with the first Tribal Opioid Installment Payment being funded on the Effective Date and the subsequent 10 Tribal Opioid Installment Payments being funded on applicable anniversary of the Effective Date) pursuant to and in accordance with the terms of the Tribal Opioid Distribution Documents.

(2) *Tribal Opioid Consideration and Prepayment Rights.* Purchaser Parent and the holders of Tribal Opioid Claims shall have the following prepayment rights:

(A) During the 18-month period commencing on the Effective Date, Purchaser Parent shall have the option to prepay in full the then-outstanding amount of the aggregate Tribal Opioid Installment Payment, at a price equal to the present value of the amounts to be prepaid (as of the date of prepayment), discounted at a rate of 12% per annum. To the extent Purchaser Parent exercises

the prepayment option described herein on a day other than the last day of the applicable month, the applicable prepayment amount shall be calculated as of such day.

(B) Holders of Tribal Opioid Claims were given the right to require prepayment of the Tribal Opioid Consideration on the Effective Date in the amount of \$9 million, which the holders of Tribal Opioid Claims have informed the Debtors and the Ad Hoc First Lien Group will be exercised. As a result of the exercise of such prepayment right, on the Effective Date, the Tribal Opioid Trust will receive the Tribal Opioid Consideration in the amount of \$9 million in Cash.

(f) Canadian Provinces Resolution

In accordance with the Canadian Provinces Distribution Documents, on or prior to the Effective Date, the Debtors shall establish the Canadian Provinces Trust. On the Effective Date, all Canadian Provinces Claims shall be channeled to the Canadian Provinces Trust pursuant to Section 10.9 of this Plan.

(i) *Canadian Provinces Consideration.* On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Purchaser Entities, as applicable, shall make the first installment payment, in Cash, to the Canadian Provinces Trust. The Debtors or the Purchaser Entities, as applicable, shall fund the Canadian Provinces Trust with the Canadian Provinces Consideration, subject to adjustment pursuant to Section 5.20(f)(ii) and (iii) and in accordance with the Canadian Provinces Distribution Documents.

(1) The Canadian Provinces Consideration shall be distributed to the Canadian Provinces by the Canadian Provinces Trust as set forth in the Canadian Provinces Term Sheet, except as otherwise agreed by the Debtors, the Required Consenting Global First Lien Creditors, and the Canadian Provinces.

(2) The Canadian Provinces Consideration represents funds that are expected to be used by the Canadian Provinces for government programs and services aimed at assisting Canadians who suffer from opioid misuse or addiction disorder and any costs and expenses arising from or related to such programs and services, to the extent permitted by applicable law. Any costs for the administration of the Canadian Provinces Consideration shall be paid solely from the Canadian Provinces Consideration and shall not be an obligation of the Debtors or the Post-Emergence Entities.

(ii) *Prepayment Option.* As of and following the Effective Date, the Debtors or Purchaser Parent, as applicable, may elect to prepay in full or in part the then-outstanding amount of the Canadian Provinces Consideration at a discount rate of 12.75%. Illustrative prepayment amounts shall be set forth in the Canadian Provinces Distribution Documents; *provided, that*, such amounts are calculated based on the assumption that all Canadian

Provinces holding Allowed Canadian Provinces Claims grant or are deemed to grant, as applicable, the Non-GUC Releases.

(1) In the event the foregoing prepayment option is exercised, (A) the Canadian Provinces Consideration shall be prepaid on the Effective Date in the amount of \$4,271,499.42; and (B) the Canadian Provinces Trust shall not be established and such prepayment amount shall be funded directly to the Canadian Provinces for distribution in accordance with an agreed allocation schedule (including as may be set forth in a distribution agreement to be agreed upon by the Debtors, the Required Consenting Global First Lien Creditors, and the Canadian Provinces).

(iii) *Administration of Canadian Provinces Claims.* All Canadian Provinces Claims will be administered, processed, and resolved pursuant to the Canadian Provinces Distribution Documents. The Canadian Provinces Distribution Documents shall provide that the amount of any Distribution from the Canadian Provinces Consideration to any Canadian Province on account of an Allowed Canadian Provinces Claim shall be equal to such Canadian Province's pro rata share of the Canadian Provinces Consideration, except as otherwise agreed by the Debtors, the Required Consenting First Lien Creditors, and the Canadian Provinces; *provided, that*, in accordance with the Canadian Provinces Term Sheet, the Canadian Provinces shall be required to grant or have been deemed to grant, as applicable, the Non-GUC Releases on or before the Confirmation Date in order to be eligible to receive a Distribution from the Canadian Provinces Consideration; *provided, further, that*, in the event any of the Canadian Provinces does not or is not deemed to grant the Non-GUC Releases, the aggregate amount of the Canadian Provinces Consideration shall be reduced by an amount equal to the pro rata share such Canadian Province would otherwise have been eligible to receive on account of such Allowed Canadian Provinces Claim if all Canadian Provinces had granted or been deemed to grant, as applicable, the Non-GUC Releases.

(g) Public School District Creditors Resolution

(i) *Opioid School District Recovery Trust Consideration.* On or prior to the Effective Date, the Debtors or the Purchaser Entities shall fund the Opioid School District Recovery Trust with the Opioid School District Recovery Trust Consideration. The Opioid School District Recovery Trust shall be funded (x) on the Effective Date in the amount of \$1.5 million; and (y) with additional amounts each equal to \$750,000 to be funded on each of the first and second anniversaries of the Effective Date; *provided, that*, the amounts specified in the foregoing clause (y) shall be reduced, in each case, by an amount equal to \$750,000, *multiplied by* the percentage of U.S. public school districts that receive the opt out notice and so opt out.

(1) In accordance with the Opioid School District Recovery Trust Governing Documents, the Opioid School District Recovery Trust shall use the Opioid School District Recovery Trust Consideration to (A) provide grants and other funding to school districts participating in the

Opioid School District Recovery Trust for the purpose of funding opioid abuse/misuse abatement or remediation programs; and (B) fund the fees, costs and expenses to administer and implement the foregoing.

(2) The fees, costs, and expenses of administering and implementing the foregoing terms and the terms of the Opioid School District Recovery Trust Governing Documents shall be paid solely from the Opioid School District Recovery Trust Consideration and shall not be an obligation of the Debtors or the Post-Emergence Entities.

(3) Notwithstanding anything to the contrary in the Opioid School District Recovery Trust Governing Documents, as of and following the date that the Opioid School District Recovery Trust is funded with the Opioid School District Recovery Trust Consideration, the Debtors and the Post-Emergence Entities shall have no further obligations with regard to the Opioid School District Recovery Trust and shall not be deemed to be parties to the Opioid School District Recovery Trust Governing Documents or “settlers” thereunder.

(ii) *Prepayment Option.* Purchaser Parent shall have the option to prepay in full the then-outstanding amount of the Opioid School District Recovery Trust Consideration at any time, in whole or in part, at a discount rate of 30.0% per annum.

(h) U.S. Government Resolution

Pursuant to Section 4.10 of this Plan, the U.S. Government shall receive the U.S. Government Resolution Consideration; the payment, terms, and manner of such Distribution shall be governed by the U.S. Government Resolution Documents. Other than the U.S. Government Resolution Consideration, no payment or Distribution shall be made by the Debtors or any Post-Emergence Entity on account of the U.S. Government Claims; *provided, that*, the Forfeiture (as defined in the U.S. Government Resolution Documents) shall be satisfied in full in accordance with the terms of the U.S. Government Resolution Documents.

***Section 5.21 Public Disclosure Document Repository***

(a) Documents Subject to Public Disclosure; Information That May be Redacted; Redaction of Public Disclosure Documents

The VOI-Specific Debtors and/or the VOI-Specific Post-Emergence Entities, as applicable, shall provide the Public Disclosure Documents to the Endo EC in accordance with section VI.B of the Voluntary Opioid Operating Injunction. Notwithstanding the foregoing sentence, certain categories of information, as enumerated in section VI.C of the Voluntary Opioid Operating Injunction, are exempt from public disclosure. The process for redacting any such exempted Public Disclosure Documents shall be governed by section VI.D of the Voluntary Opioid Operating Injunction.

(b) Review of Trade Secret Redactions

The review and production of all assertions of trade secret protection by the VOI-Specific Post-Emergence Entities shall be governed by section VI.E of the Voluntary Opioid Operating Injunction.

(c) Public Disclosure through a Document Repository

(i) The Supporting Governmental Entities shall, in accordance with section VI.F of the Voluntary Opioid Operating Injunction, coordinate to publicly disclose all Public Disclosure Documents subject to disclosure under section VI of the Voluntary Opioid Operating Injunction through the Public Disclosure Document Repository.

(ii) The Supporting Governmental Entities shall coordinate to specify the terms of the Public Disclosure Document Repository's use, protection, and preservation of the Public Disclosure Documents in accordance with section VI.F of the Voluntary Opioid Operating Injunction.

(d) Timeline for Production

The timeline for production of Public Disclosure Documents by the VOI-Specific Debtors and/or the VOI-Specific Post-Emergence Entities, as applicable, shall be governed by section VI.G of the Voluntary Opioid Operating Injunction. Such timeline may be extended by written agreement between the VOI-Specific Debtors and/or the VOI-Specific Post-Emergence Entities, as applicable, and the Supporting Governmental Entities.

(e) Costs

On the Effective Date or as soon as practicable thereafter, the Debtors or the applicable Purchaser Entities, as applicable, shall undertake to pay \$2.75 million to help defray the costs and expenses of the Public Disclosure Document Repository in accordance with the Public Opioid Distribution Documents; *provided, that*, any costs in excess of \$2.75 million shall be paid out of the Public Opioid Consideration or such other source(s) identified for such purpose. For the avoidance of doubt, the payment of \$2.75 million with respect to the Public Disclosure Document Repository shall be in addition to the obligation of the VOI-Specific Debtors and/or the VOI-Specific Post-Emergence Entities, as applicable, to pay certain costs associated with their review of the Public Disclosure Documents, which costs, and any payment thereof, shall be governed by section VI.H of the Voluntary Opioid Operating Injunction.

**Section 5.22 Monitor**

Through the end of the Monitor Term, the Monitor shall have all of the duties, rights, powers, and responsibilities set forth in the Preliminary Operating Injunction and the Voluntary Opioid Operating Injunction. Upon the conclusion of the Monitor Term, neither the Debtors nor the Post-Emergence Entities shall be required to appoint or retain an independent

monitor for purposes of reviewing the Purchaser Entities' compliance with the Voluntary Opioid Operating Injunction.

## ARTICLE VI

### PLAN SETTLEMENTS AND TRUSTS

#### *Section 6.1 Plan Settlements*

(a) The provisions of this Plan (including the release and injunctive provisions contained in Article X of this Plan) and any other documents contemplated hereby, including the Plan Documents, constitute a good faith compromise and settlement of Claims and controversies among the Debtors, the U.S. Government, the Endo EC, the Opioid Claimants' Committee, the Creditors' Committee, the FCR, the Canadian Provinces, the Public School District Creditors, certain other participants in the Mediation, and other parties in interest, which compromise and settlement is necessary and integral to this Plan and the Plan Documents.

(b) The Plan Documents and the Plan Settlements constitute a good faith full and final comprehensive compromise and settlement of all Claims, Interests, and controversies described in this Plan based upon the unique facts and circumstances of these Chapter 11 Cases such that (i) none of the foregoing documents, nor any materials used in furtherance of Confirmation (including, but not limited to, the Disclosure Statement and all Plan Documents, and any notes related to, and drafts of, such documents and materials) shall prejudice or be used in connection with or in opposition to, the Debtors' pursuit of, or the Debtors' ability to pursue, any alternative restructuring structure or transaction; and (ii) any obligation or forbearance by any party, in furtherance of such compromise and settlement shall be understood to be an obligation or forbearance solely in connection with this specific compromise and settlement and shall be inapplicable in the absence of such compromise and settlement. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of this Plan and the Plan Settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that this Plan and the Plan Settlements are fair, equitable, reasonable, and in the best interests of the Debtors and their Estates.

(c) With respect to the Trusts and the Opioid School District Recovery Trust described in this Article VI, (i) to the extent applicable, any exculpation, limitation on liability, or similar provisions relating to the Trusts, the Trust Documents, the Opioid School District Recovery Trust, and the Opioid School District Recovery Trust Governing Documents shall not extend beyond the maximum exculpation, limitation on liability, or similar provisions permitted by applicable law and shall, in each case, be subject to Section 3806(e) of the DST Act; and (ii) notwithstanding anything to the contrary herein or in any Plan Document, (1) none of the Trustees nor any other trustee of the Trusts nor the Opioid School District Recovery Trust shall take or be permitted to take any action inconsistent with this Plan or the Confirmation Order; and (2) none of the Trust Documents nor the Opioid School District Recovery Trust Governing Documents shall amend, modify, or otherwise affect the injunctions issued under, or the Releases granted or deemed to have been granted, in each case pursuant to this Plan.

**Section 6.2 GUC Trust**

(a) Establishment and Purpose of the GUC Trust

On or before the Effective Date, the Debtors shall take all necessary steps to establish the GUC Trust in accordance with this Plan and the GUC Trust Documents. The GUC Trust shall be established for the purposes described in this Plan and any other purposes more fully described in the GUC Trust Documents, and the GUC Trust and the Distribution Sub-Trusts shall be subject to the jurisdiction of the Bankruptcy Court. The GUC Trust shall be formed for purposes of, in each case, in accordance with this Plan and the GUC Trust Documents:

- (i) receiving, collecting, holding, administering, liquidating, and distributing the assets of the GUC Trust for the benefit of the beneficiaries thereof;
- (ii) providing for efficient, fair, and reasonable procedures for processing and making distributions, if any, to holders of GUC Trust Channeled Claims; and
- (iii) making distributions to holders of Allowed GUC Trust Channeled Claims.

(b) Assumption of Liabilities

Except as set forth in this Plan and in the GUC Trust Documents, the GUC Trust shall have no liability for any prepetition or postpetition Claims, Causes of Action, or liabilities of any kind, in each case that have been or could have been asserted against the Debtors, their Estates, or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date. For the avoidance of doubt, with respect to any Distribution Sub-Trust Claims subsequently channeled from the GUC Trust to a Distribution Sub-Trust pursuant to the GUC Trust Documents, such Distribution Sub-Trust shall assume all liability for the applicable Distribution Sub-Trust Claims. In furtherance of the foregoing, the GUC Trust, except as otherwise provided in this Plan or in the GUC Trust Documents, and subject to the Covenant Not To Collect, shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights regarding the GUC Trust Channeled Claims that the Debtors have, or would have had, under applicable law, but solely to the extent consistent with this Plan and the GUC Trust Documents; *provided, that*, no such cross-claims, defenses, offsets, recoupments, or other rights may be asserted against any Released Party; *provided, further, that*, all such defenses, cross-claims, offsets, and recoupments regarding any Distribution Sub-Trust Claim channeled to the GUC Trust and subsequently channeled to a Distribution Sub-Trust in accordance with the GUC Trust Documents shall be transferred, subject to the Covenant Not To Collect, to the applicable Distribution Sub-Trust, at which point, the GUC Trust shall no longer have such defenses, cross-claims, offsets, or recoupments regarding such Distribution Sub-Trust Claim.

(c) GUC Trustee

The GUC Trustee shall have and perform all of the duties, responsibilities, rights, and obligations of GUC Trustee set forth in the GUC Trust Documents. The GUC Trustee, in

consultation with the GUC Trust Oversight Board, shall be expressly authorized to empower and undertake actions on behalf of the GUC Trust, without the need for any additional approvals, authorization, or consents, and without any further notice to or action, order, or approval of the Bankruptcy Court, in each case, in accordance with this Plan and the GUC Trust Documents.

(d) GUC Trust Oversight Board

The GUC Trust Oversight Board shall be responsible for exercising oversight over the activities of the GUC Trust and consulting with the GUC Trustee with respect to the GUC Trustee's performance of its duties provided for in the GUC Trust Documents, which consultations shall occur at such times as specifically set forth in the GUC Trust Documents or otherwise at the request of the GUC Trust Oversight Board.

(e) Tax Matters

(i) The GUC Trust is intended to qualify as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and the beneficiaries thereof are intended to qualify as the grantors and owners of the GUC Trust in accordance with Treasury Regulation Section 301.7701-4(d) and Tax Code Section 671, *et seq.* The primary purpose of the GUC Trust shall be to liquidate and distribute the assets thereof to the beneficiaries of the GUC Trust, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purpose of the GUC Trust as set forth in this Plan and the GUC Trust Documents.

(ii) The GUC Trust Disputed Claims Reserve is intended to qualify as a disputed ownership fund pursuant to Treasury Regulation Section 1.468B-9.

(iii) To the extent Section 162(f)(1) of the Tax Code would otherwise apply to payments to the GUC Trust or Distributions from the GUC Trust (or payments to or Distributions from the GUC Trust Disputed Claims Reserve), such payments or Distributions shall be treated as "restitution" within the meaning of Section 162(f)(2) of the Tax Code, solely to the extent Allowed by applicable law.

(f) Indemnification by the GUC Trust

The GUC Trustee, the members of the GUC Trust Oversight Board, and certain other professionals engaged by the GUC Trust as set forth in the GUC Trust Documents, each in their capacity as such, as the case may be, and any of such parties' successors and assigns, shall be indemnified and held harmless, to the fullest extent permitted by law, by the GUC Trust, in each case, as and to the extent set forth in the GUC Trust Documents.

(g) Nonliability of GUC Trustee and Trust Professionals

Notwithstanding anything in the GUC Trust Documents to the contrary, to the maximum extent permitted by applicable law, none of the GUC Trustee, any member of the GUC Trust Oversight Board, the Creditors' Committee or its members, the Second Lien Notes Indenture

Trustee, the Second Lien Collateral Trustee, the Unsecured Notes Indenture Trustees, nor certain other professionals engaged by the GUC Trust as set forth in the GUC Trust Documents, in each case, solely in their respective capacities as such, shall be liable to the GUC Trust or any beneficiary thereof for any Claim arising out of, or in connection with, the creation, operation, or termination of the GUC Trust, including actions taken or omitted in fulfillment of such parties' duties with respect to the GUC Trust, nor shall such parties incur any responsibility or liability by reason of any error of law or of any matter or thing done or suffered or omitted to be done under this Plan or the GUC Trust Agreement, including any action taken in good faith reliance upon the advice of professionals retained by the GUC Trust, except as may be determined by Final Order to have arisen out of such party's gross negligence, bad faith, or willful misconduct and subject to Section 3806(e) of the DST Act; *provided, that*, in no event will any such party be liable for punitive, exemplary, consequential, or special damages under any circumstances.

(h) Cooperation with the GUC Trust

Prior to the Effective Date, the Debtors shall (i) take reasonable actions as may be reasonably requested by the Creditors' Committee to enable the GUC Trust to preserve, access, maximize, pursue, and settle, or otherwise obtain the full value of, the GUC Trust Insurance Rights, the GUC Trust D&O Insurance Policies, and the GUC Trust Litigation Consideration; and (ii) to the extent reasonably requested by the Creditors' Committee, facilitate the delivery of documents and information, in each case, subject to the Debtors' reasonable discretion with respect to the Debtors' privileges, to enable the reconciliation of the GUC Trust Channeled Claims; *provided, that*, no actions taken pursuant to the foregoing clauses (i) or (ii) shall impair the rights, if any, of any D&O Insured Person under the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies. The receipt of privileges and privileged materials from the Debtors shall be without waiver in recognition of the joint/successorship interest in prosecuting Claims on behalf of the Debtors; *provided, that*, the delivery of any records and information, including copies of any relevant Proofs of Claim (and any related forms that have been filed or submitted) provided by the Debtors shall be subject to the Debtors' reasonable discretion with respect to privilege. On and following the Effective Date, the applicable Purchaser Entities shall, inter alia, provide the GUC Trust with additional documents, information, and cooperation in accordance with and to the extent set forth in the GUC Trust Cooperation Agreement.

***Section 6.3 Mesh Claims Trust***

The Mesh Claims Trust shall be established in accordance with the Mesh Claims Trust Documents.

***Section 6.4 Generics Price Fixing Claims Trust***

The Generics Price Fixing Claims Trust shall be established in accordance with the Generics Price Fixing Claims Trust Documents.

***Section 6.5 Ranitidine Claims Trust***

The Ranitidine Claims Trust shall be established in accordance with the Ranitidine Claims Trust Documents.

***Section 6.6 Reverse Payment Claims Trust***

The Reverse Payment Claims Trust shall be established in accordance with the Reverse Payment Claims Trust Documents.

***Section 6.7 PPOC Trust***

(a) Establishment and Purpose of the PPOC Trust

On or before the Effective Date, the Debtors shall take all necessary steps to establish the PPOC Trust in accordance with this Plan and the PPOC Trust Documents. The PPOC Trust shall be established for the purposes described in this Plan and any other purposes more fully described in the PPOC Trust Documents, and the PPOC Trust and each PPOC Sub-Trust shall be subject to the jurisdiction of the Bankruptcy Court. The PPOC Trust shall, in each case, in accordance with this Plan and the PPOC Trust Documents:

(i) hold, manage, sell, invest, and distribute the PPOC Trust Consideration for the benefit of the PPOC Sub-Trusts;

(ii) further channel all asserted Present Private Opioid Claims channeled to the PPOC Trust to the applicable PPOC Sub-Trusts;

(iii) make payments to the PPOC Sub-Trusts from time to time, to permit such PPOC Sub-Trusts to satisfy the Present Private Opioid Claims channeled to their applicable PPOC Sub-Trusts;

(iv) maintain a publicly available website to aid in communicating information to the PPOC Sub-Trusts and holders of Present Private Opioid Claims and in making the activities of the PPOC Trust as transparent as possible, if determined necessary or desirable by the PPOC Trustee(s);

(v) fund the PPOC Trust Operating Reserve to pay Trust Operating Expenses of the PPOC Trust; and

(vi) pay any and all administration and other expenses of the PPOC Trust.

(b) Assumption of Liabilities

Except as set forth in this Plan, the Confirmation Order, and the PPOC Trust Documents, the PPOC Trust shall have no liability for any prepetition or postpetition Claims, Causes of Action, or liabilities of any kind, in each case that have been or could have been asserted against the Debtors, their Estates, or their property (including, but not limited to, Claims based on

successor liability) based on any acts or omissions prior to the Effective Date. In furtherance of the foregoing, the PPOC Trust, except as otherwise provided in this Plan, the Confirmation Order, or the PPOC Trust Documents, shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding the Present Private Opioid Claims that the Debtors have, or would have had, under applicable law, but solely to the extent consistent with this Plan, the Confirmation Order, and the PPOC Trust Documents; *provided, that*, no such cross-claims, defenses, offsets, recoupments, or other rights may be asserted against any Released Party; and *provided, further, that*, all such defenses, cross-claims, offsets, recoupments, and other rights regarding any Present Private Opioid Claim that is channeled to a PPOC Sub-Trust in accordance with the PPOC Trust Distribution Procedures shall be transferred to such PPOC Sub-Trust, at which point, the PPOC Trust shall no longer have such defenses, cross-claims, offsets, and recoupments regarding such Present Private Opioid Claim and the applicable PPOC Sub-Trust shall be liable for such Present Private Opioid Claims.

(c) Appointment and Acceptance of Initial PPOC Trustee(s)

There shall initially be one PPOC Trustee; *provided, however, that*, the PPOC Trustee, with the consent of the Trustees of the PPOC Sub-Trusts, may increase the number of PPOC Trustees to not more than five. The PPOC Trustee(s) shall have and perform all of the duties, responsibilities, rights, and obligations of the PPOC Trust set forth in the PPOC Trust Documents. The PPOC Trustee(s), subject to the terms and conditions of this Plan, the Confirmation Order, and the PPOC Trust Documents, shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements, and to take such actions as may be necessary or appropriate, to effectuate and further evidence the terms and conditions of this Plan, the OCC Resolution Term Sheet, any agreement entered into in connection with the Resolution Stipulation, and the PPOC Trust Documents. Pursuant to the PPOC Trust Documents, the PPOC Trustee(s) shall have all powers necessary to accomplish the purposes of the PPOC Trust in accordance with the PPOC Trust Documents and this Plan. The PPOC Trustee(s) shall be responsible for all decisions and duties with respect to the PPOC Trust and its assets and shall, in all circumstances, and at all times, act in a fiduciary capacity for the benefit of and in the best interests of the PPOC Sub-Trusts, in furtherance of the purposes of the PPOC Trust.

(d) Obligations of the PPOC Fiduciaries

The PPOC Trustee(s) shall take into account the interests of, and owe fiduciary duties to, each of the PPOC Sub-Trusts in making all decisions on behalf of the PPOC Trust. In furtherance of the foregoing, (i) in the event Purchaser Parent fails to make any payment of PPOC Trust Consideration contemplated to be due and payable pursuant to the PPOC Trust Documents, the PPOC Trustee(s) will take into account the remaining rights of the holders of Present Private Opioid Claims in formulating and exercising appropriate remedies, but shall in all events, to the extent there are obligations remaining to the PPOC Sub-Trusts upon such default, seek to utilize all other available sources of assets to pay all outstanding amounts owed to the holders of Present Private Opioid Claims then-due or to be paid in the future until such outstanding amounts have been paid in full; and (ii) the PPOC Trust shall provide no less than 10 Business Days' advance written notice (unless urgent circumstances require less notice) to each PPOC Sub-Trust of any

material action proposed to be taken in respect of such payments, including the commencement or settlement of any litigation.

(e) PPOC Trust Operating Expenses

On and after the Effective Date, the PPOC Trust Operating Reserve shall be held in a single segregated account administered by the PPOC Trustee(s) to pay any and all PPOC Trust Operating Expenses. On the Effective Date, or as promptly as practicable thereafter, the PPOC Trustee(s) shall establish and fund the PPOC Trust Operating Reserve from a portion of the PPOC Trust Consideration received on, or promptly following, the Effective Date, in an amount determined by the PPOC Trustee(s) as necessary to satisfy and pay estimated future PPOC Trust Operating Expenses, and to be held and maintained by the PPOC Trustee(s). All PPOC Trust Operating Expenses shall be satisfied and paid from the PPOC Trust Operating Reserve. Periodically, until the dissolution of the PPOC Trust, the PPOC Trustee(s) shall replenish the PPOC Trust Operating Reserve from Cash held or received by the PPOC Trust to the extent deemed necessary by the PPOC Trustee(s) to satisfy and pay estimated future PPOC Trust Operating Expenses.

(f) Tax Matters

(i) The PPOC Trust and each PPOC Sub-Trust is intended to be treated as a QSF for U.S. federal income tax purposes, and, the PPOC Trust Consideration is intended to be treated as amounts transferred to a QSF by, or on behalf of, a “transferor” within the meaning of the QSF Regulations to resolve or satisfy a liability for which the QSF is established. The PPOC Trust shall be reported in a manner that is consistent with such tax treatment for U.S. federal tax purposes and, to the extent applicable, for state and local tax purposes, in each case, to the extent permitted by applicable law. Solely for U.S. federal income tax purposes, to the extent the PPOC Trust does not meet the requirements of Treasury Regulations Section 1.468B-1(c)(1) and -1(c)(3), the PPOC Trust Consideration and NAS Additional Amount shall be treated as owned by the “transferor” within the meaning of the QSF Regulations pursuant to Treasury Regulations Section 1.468B-1(j)(1); *provided, that*, the PPOC Trust and any PPOC Sub-Trusts shall be implemented with the objective of maximizing tax efficiency to the Post-Emergence Entities (including with respect to the availability, location, and timing of tax deductions), the PPOC Trust, any PPOC Sub-Trusts, and holders of Allowed Present Private Opioid Claims. To the extent that Section 162(f)(1) of the Tax Code would otherwise apply to payments to the PPOC Trust, such payments shall be treated as “restitution” within the meaning of Section 162(f)(2) of the Tax Code solely to the extent allowed by applicable law.

(ii) To the extent that the PPOC Trust Consideration and NAS Additional Amount is paid by or on behalf of a Non-U.S. Payor to the PPOC Trust (or, if applicable, the PPOC Sub-Trusts), any structuring, implementation, and Tax reporting for purposes of maximizing Tax efficiency to the Purchaser Entities shall be exclusively at the expense of the Purchaser Entities. For the avoidance of doubt, if the Purchaser Entities determine for the PPOC Trust Consideration and NAS Additional Amount to be paid to the PPOC Trust (or, if applicable, the PPOC Sub-Trusts) by a Non-U.S. Payor, the Purchaser Entities shall

bear any (1) non-U.S. income, withholding, stamp, transfer, or any other taxes imposed by the applicable non-U.S. jurisdiction on such payment of the PPOC Trust Consideration and NAS Additional Amount to the PPOC Trust (or, if applicable, the PPOC Sub-Trusts); and (2) without duplication, any non-U.S. Tax reporting costs incurred by the PPOC Trust or PPOC Sub-Trusts that would not have been incurred but for the use of a Non-U.S. Payor.

(g) Indemnification by the PPOC Trust

The PPOC Trust shall indemnify and hold harmless the PPOC Trust Indemnified Parties, from and against and with respect to any and all liabilities, losses, damages, claims, costs, and expenses (other than taxes in the nature of income taxes imposed on compensation paid to the PPOC Trust Indemnified Parties), including, but not limited to, attorneys' fees, arising out of, or due to the implementation or administration of the Resolution Stipulation or the PPOC Trust Documents, other than such PPOC Trust Indemnified Party's willful misconduct, bad faith, gross negligence, or fraud, with respect to the implementation or administration of the Resolution Stipulation or the PPOC Trust Documents. To the extent that a PPOC Trust Indemnified Party asserts a claim for indemnification as provided above, (i) any payment on account of such claim shall be paid solely from the PPOC Trust Operating Reserve; and (ii) the legal fees and related costs incurred by counsel to such PPOC Trust Indemnified Party in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such PPOC Trust Indemnified Party (*provided, that*, such PPOC Trust Indemnified Party undertakes to repay such amounts if it ultimately shall be determined that such PPOC Trust Indemnified Party is not entitled to be indemnified therefor) solely out of the PPOC Trust Operating Reserve or any insurance purchased using the PPOC Trust Operating Reserve. These indemnification provisions, subject to the terms of the PPOC Trust Documents, shall remain available to, and the repayment obligation shall remain binding upon, any former PPOC Trust Indemnified Party or the estate of any deceased PPOC Trust Indemnified Party, as the case may be, and shall survive the termination of the PPOC Trust.

(h) Exculpation

To the maximum extent permitted by applicable law, the PPOC Trustee(s), the PPOC Trust Indemnified Parties, and the Delaware resident trustee appointed pursuant to the PPOC Trust Agreement shall not have or incur any liability for actions taken or omitted in his or their respective capacities as such, except with respect to those acts found by Final Order to be arising out of such Person's willful misconduct, bad faith, gross negligence, or fraud and subject to Section 3806(e) of the DST Act, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses (solely payable from the PPOC Trust Consideration) in defending any and all actions or inactions of such Persons in connection with any actions taken pursuant to this Plan, the PPOC Trust Documents, the OCC Resolution Term Sheet, or otherwise required by the foregoing, except for any actions or inactions found by Final Order to be arising out of such party's willful misconduct, bad faith, gross negligence, or fraud.

(i) Covenants of Purchaser Parent

The PPOC Trust Documents shall include the following covenants to be made by Purchaser Parent for the benefit of the PPOC Trust and each of the PPOC Sub-Trusts, which covenants shall be the same (*mutatis mutandis*) as those included in the Public Opioid Distribution Documents pursuant to Section 6.14(e) of this Plan:

(i) (1) a limitation on permitted investments by Purchaser Parent, which limitation shall be consistent with the terms agreed in any new money indebtedness raised or deemed incurred on or around the Effective Date (including the Exit Financing); *plus* (2) a customary level of incremental cushion, consistent with the covenants set forth in the OCC Resolution Term Sheet;

(ii) a maximum leverage ratio for Purchaser Parent equal to 5.0x;

(iii) (1) a limitation on restricted payments by Purchaser Parent, which limitation shall be consistent with the terms agreed in any new money indebtedness raised or deemed incurred on or around the Effective Date (including the Exit Financing); *plus* (2) a customary level of incremental cushion, consistent with the covenants described in the OCC Resolution Term Sheet and applicable solely with respect to Allowed Present Private Opioid Claims; and

(iv) reporting requirements, which reporting requirements shall include the provision of periodic reporting materials and notices consistent with the reporting and notice requirements agreed in any documents governing new money indebtedness raised or deemed incurred on or around the Effective Date (including the Exit Financing).

**Section 6.8 PI Trust**

(a) Establishment and Purpose of the PI Trust

On or before the Effective Date, the PI Trust shall be established in accordance with this Plan and the PI Trust Documents. The purpose of the PI Trust is to, in each case, in accordance with this Plan and pursuant to the PI Trust Documents:

(i) assume all of the Debtors' liability for PI Opioid Claims;

(ii) collect distributions made on account of the PI Trust Share;

(iii) administer the PI Opioid Claims;

(iv) make distributions to holders of Allowed PI Opioid Claims in accordance with the PI Trust Documents; and

(v) carry out such other matters as are set forth in the PI Trust Documents, including preserving, holding, and managing the assets of the PI Trust for use in paying and satisfying Allowed PI Opioid Claims and using the PI Trust's assets and income to pay

any and all Trust Operating Expenses of the PI Trust in accordance with the PI Trust Documents.

(b) Assumption of Liabilities

The PI Trust shall expressly assume all liabilities and responsibility for all PI Opioid Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith. Except as otherwise provided in this Plan, the Confirmation Order, or the PI Trust Documents, the PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors or the Post-Emergence Entities have or would have had under applicable law, but solely to the extent consistent with the PI Trust Documents (which include, for the avoidance of doubt, the PPOC Trust Documents) and this Plan; *provided, however, that*, the PI Trust shall not assert such cross-claims, defenses, or rights against any Released Party.

(c) PI Trustee

The identity of the PI Trustee shall be disclosed in the Plan Supplement. The PI Trustee is and shall act as the fiduciary to the PI Trust in accordance with the provisions of the PI Trust Documents. The PI Trustee shall, at all times, administer the PI Trust and its assets in accordance with the PI Trust Documents. Subject to the PI Trust Documents, the PI Trustee shall have the power to take any and all actions that, in the judgment of the PI Trustee, are necessary or proper to fulfill the purposes of the PI Trust, including taking the following actions, in each case, pursuant to the PI Trust Documents:

(i) establishing an LRP and appointing and overseeing the actions of a lien resolution agent to carry out any such LRP;

(ii) (1) appointing, hiring, or engaging professionals to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services as the business of the PI Trust requires, including hiring a financial advisor responsible for determining the available assets of the PI Trust and providing guidance with respect to the investment and accounting thereof; (2) delegating to such professionals such powers and authorities as the fiduciary duties of the PI Trustee permit and as the PI Trustee, in the PI Trustee's discretion, deems advisable or necessary in order to carry out the terms of the PI Trust Documents; and (3) paying reasonable compensation to such professionals engaged by the PI Trust; and

(iii) selecting, engaging, and paying reasonable compensation to one or more appeals masters as set forth in the PI Trust Distribution Procedures;

(iv) *provided, however, that*, the PI Trustee shall give the PI Committee reasonably prompt notice of material acts taken or proposed to be taken as required by the PI Trust Documents. Further, the PI Trustee shall be required to consult with the PI Committee (1) on the general implementation and administration of the PI Trust; (2) on the

general implementation and administration of the PI Trust Distribution Procedures; and  
(3) on such other matters as required by the PI Trust Documents.

(d) PI Committee

(i) The members of the PI Committee shall serve in a fiduciary capacity representing all holders of PI Opioid Claims. The PI Committee will work with the PI Trustee in establishing and monitoring any operating budgets with respect to the PI Trust. Except for the duties and obligations expressed in the PI Trust Documents and the documents referenced therein, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the PI Committee.

(ii) The PI Trustee shall pay or reimburse, as applicable, the compensation, costs, and fees of the professionals that represented or advised the Ad Hoc Group of Personal Injury Victims in connection with the Chapter 11 Cases, in each case, as and to the extent set forth in the PI Trust Documents.

(e) Tax Matters

Notwithstanding anything to the contrary herein, no provision herein, in any PI Trust Document, in the OCC Resolution Term Sheet, or in any document contemplated hereby or thereby shall be construed or implemented in a manner that would cause the PI Trust to fail to qualify as a QSF under the QSF Regulations.

(f) Indemnification by the PI Trust

The PI Trust shall indemnify and defend the PI Trustee, the members of the PI Committee, the Ad Hoc Group of Personal Injury Victims, and any professionals engaged by the PI Trust (including any appeals master(s)), in addition to such other parties as described in the PI Trust Documents, against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties under the PI Trust Documents or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the PI Trust.

(g) Nonliability of PI Trustee and PI Committee

To the maximum extent permitted by applicable law, the PI Trustee and the members of the PI Committee shall not be liable to the PI Trust, to any holder of a PI Opioid Claim, or to any other Person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

**Section 6.9 NAS PI Trust**

(a) Establishment and Purpose of the NAS PI Trust

On or before the Effective Date, the NAS PI Trust shall be established in accordance with this Plan and the NAS PI Trust Documents. The purpose of the NAS PI Trust is to, in each case, in accordance with this Plan and the NAS PI Trust Documents:

- (i) assume all of the Debtors' liability for NAS PI Claims;
- (ii) collect distributions made on account of the NAS PI Trust Share;
- (iii) administer the NAS PI Claims;
- (iv) make distributions to holders of Allowed NAS PI Claims in accordance with the NAS PI Trust Documents; and
- (v) carry out such other matters as are set forth in the NAS PI Trust Documents, including preserving, holding, and managing the assets of the NAS PI Trust for use in paying and satisfying Allowed NAS PI Claims and using the NAS PI Trust's assets and income to pay any and all Trust Operating Expenses of the NAS PI Trust.

(b) Assumption of Liabilities

The NAS PI Trust shall expressly assume all liabilities and responsibility for all NAS PI Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith. Except as otherwise provided in this Plan, the Confirmation Order, or the NAS PI Trust Documents, the NAS PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors or the Post-Emergence Entities have or would have had under applicable law, but solely to the extent consistent with the NAS PI Trust Documents (which include, for the avoidance of doubt, the PPOC Trust Documents) and this Plan; *provided, however, that*, the NAS PI Trust shall not assert such cross-claims, defenses, or rights against any Released Party.

(c) NAS PI Trustee

The identity of the NAS PI Trustee shall be disclosed in the Plan Supplement. The NAS PI Trustee is and shall act as the fiduciary to the NAS PI Trust in accordance with the provisions of the NAS PI Trust Documents. The NAS PI Trustee shall, at all times, administer the NAS PI Trust and its assets in accordance with the NAS PI Trust Documents. Subject to the NAS PI Trust Documents, the NAS PI Trustee shall have the power to take any and all actions that, in the judgment of the NAS PI Trustee, are necessary or proper to fulfill the purposes of the NAS PI Trust, including taking the following actions, in each case, pursuant to the NAS PI Trust Documents:

(i) establishing an LRP and appointing and overseeing the actions of a lien resolution agent to carry out the LRP;

(ii) (1) appointing, hiring, or engaging such professionals to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services as the business of the NAS PI Trust requires, including hiring a financial advisor responsible for determining the available assets of the NAS PI Trust and providing oversight and guidance with respect to the investment and accounting thereof; (2) delegating to such professionals such powers and authorities as the fiduciary duties of the NAS PI Trustee permit and as the NAS PI Trustee, in the NAS PI Trustee's discretion, deems advisable or necessary in order to carry out the terms of the NAS PI Trust Documents; and (3) paying reasonable compensation to such professionals engaged by the NAS PI Trust; and

(iii) selecting, engaging, and paying reasonable compensation to one or more appeals masters as set forth in the NAS PI Trust Distribution Procedures;

(iv) *provided, however, that*, the NAS PI Trustee shall give the NAS Committee reasonably prompt notice of material acts taken or proposed to be taken as required by the NAS PI Trust Documents. Further, the NAS PI Trustee shall be required to consult with the NAS Committee (1) on the general implementation and administration of the NAS PI Trust; (2) on the general implementation and administration of the NAS PI Trust Distribution Procedures; and (3) on such other matters as required by the NAS PI Trust Documents.

(v) The NAS PI Trustee shall pay or reimburse, as applicable, the compensation, costs, and fees of the professionals that represented or advised the Ad Hoc Committee of NAS Children in connection with the Chapter 11 Cases, in each case, as and to the extent set forth in the NAS PI Trust Documents.

(d) NAS Committee

The members of the NAS Committee shall serve in a fiduciary capacity representing all holders of NAS PI Claims. The NAS Committee will work with the NAS PI Trustee in establishing and monitoring any operating budgets with respect to the NAS PI Trust. Except for the duties and obligations expressed in the NAS PI Trust Documents and the documents referenced therein, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the NAS Committee.

(e) Tax Matters

Notwithstanding anything to the contrary herein, no provision herein, in the NAS PI Trust Distribution Procedures, in the OCC Resolution Term Sheet, or in any other document contemplated hereby or thereby shall be construed or implemented in a manner that would cause the NAS PI Trust to fail to qualify as a QSF under the QSF Regulations.

(f) Indemnification by the NAS PI Trust

The NAS PI Trust shall indemnify and defend the NAS PI Trustee, the members of the NAS Committee, the Ad Hoc Committee of NAS Children, and any professionals engaged by the NAS PI Trust (including any appeals master(s)), in addition to such other parties as described in the NAS PI Trust Documents, against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties under the NAS PI Trust Documents or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the NAS PI Trust.

(g) Nonliability of PI Trustee and PI Committee

To the maximum extent permitted by applicable law, the NAS PI Trustee and the members of the NAS Committee shall not be liable to the NAS PI Trust, to any holder of a NAS PI Claim, or to any other Person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

***Section 6.10 Hospital Trust***

(a) Establishment and Purpose of the Hospital Trust

On or before the Effective Date, the Hospital Trust shall be established in accordance with this Plan and the Hospital Trust Documents. The purpose of the Hospital Trust is to, in each case, in accordance with this Plan and the Hospital Trust Documents:

- (i) assume all of the Debtors' liability for Hospital Opioid Claims;
- (ii) collect distributions made on account of the Hospital Trust Share;
- (iii) administer the Hospital Opioid Claims;
- (iv) make distributions to holders of Allowed Hospital Opioid Claims for authorized opioid abatement purposes in accordance with the Hospital Trust Documents; and
- (v) carry out such other matters as are set forth in the Hospital Trust Documents, including preserving, holding, and managing the assets of the Hospital Trust for use in paying and satisfying Allowed Hospital Opioid Claims and using the Hospital Trust's assets and income to pay any and all Trust Operating Expenses of the Hospital Trust.

(b) Assumption of Liabilities

The Hospital Trust shall expressly assume all liabilities and responsibility for all Hospital Opioid Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith. Except as

otherwise provided in this Plan, the Confirmation Order, or the Hospital Trust Documents, the Hospital Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors or the Post-Emergence Entities have or would have had under applicable law, but solely to the extent consistent with the Hospital Trust Documents (which include, for the avoidance of doubt, the PPOC Trust Documents) and this Plan; *provided, however, that*, the Hospital Trust shall not assert such cross-claims, defenses, or rights against any Released Party.

(c) Hospital Trustee

The identity of the Hospital Trustee shall be disclosed in the Plan Supplement. The Hospital Trustee is and shall act as the fiduciary to the Hospital Trust in accordance with the provisions of the Hospital Trust Documents. The Hospital Trustee shall, at all times, administer the Hospital Trust and its assets in accordance with the Hospital Trust Documents. Subject to the Hospital Trust Documents, the Hospital Trustee shall have the power to take any and all actions that, in the judgment of the Hospital Trustee, are necessary or proper to fulfill the purposes of the Hospital Trust, including taking the following actions, in each case, pursuant to the Hospital Trust Documents:

(i) (1) appointing, hiring, or engaging such professionals to provide such legal, financial, accounting, investment, auditing, forecasting, and other services as the business of the Hospital Trust requires; (2) delegating to such professionals such powers and authorities as the fiduciary duties of the Hospital Trustee permit and as the Hospital Trustee, in the Hospital Trustee's discretion, deems advisable or necessary in order to carry out the terms of the Hospital Trust Documents; and (3) paying reasonable compensation to such professionals engaged by the Hospital Trust; and

(ii) auditing compliance with the authorized abatement purposes set forth in the Hospital Trust Documents governing the use of any Distributions made on account of Allowed Hospital Opioid Claims.

(iii) *provided, however, that*, the Hospital Trustee shall give the Hospital TAC prompt notice of material acts taken or proposed to be taken as required by the Hospital Trust Documents. Further, the Hospital Trustee shall be required to consult with the Hospital TAC (1) on the general implementation and administration of the Hospital Trust; (2) on the general implementation and administration of the Hospital Trust Distribution Procedures; and (3) on such other matters as required by the Hospital Trust Documents.

(iv) The Hospital Trustee shall, in accordance with the Hospital Trust Documents, pay or reimburse, as applicable, the attorneys' fees and costs of the Ad Hoc Group of Hospitals from the Hospital Trust Share.

(d) Hospital TAC

The members of the Hospital TAC shall serve in a fiduciary capacity representing all holders of Hospital Opioid Claims. The Hospital TAC will work with the Hospital Trustee in

establishing and monitoring any operating budgets with respect to the Hospital Trust. Except for the duties and obligations expressed in the Hospital Trust Documents and the documents referenced therein, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Hospital TAC.

(e) Tax Matters

Notwithstanding anything to the contrary herein, no provision herein, in the Hospital Trust Distribution Procedures, in the OCC Resolution Term Sheet, or in any other document contemplated hereby or thereby shall be construed or implemented in a manner that would cause the Hospital Trust to fail to qualify as a QSF under the QSF Regulations.

(f) Indemnification by the Hospital Trust

The Hospital Trust shall indemnify and defend the Hospital Trustee, the members of the Hospital TAC, and any professionals engaged by the Hospital Trust, in addition to such other parties as described in the Hospital Trust Documents, against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties under the Hospital Trust Documents or in connection with activities undertaken by them in connection with the formation, establishment, or funding of the Hospital Trust.

(g) Nonliability of Hospital Trustee and Hospital TAC

To the maximum extent permitted by applicable law, the Hospital Trustee and the members of the Hospital TAC shall not be liable to the Hospital Trust, to any holder of a Hospital Opioid Claim, or to any other Person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

***Section 6.11 IERP Trust II***

(a) Establishment and Purpose of the IERP Trust II

On or before the Effective Date, the IERP Trust II shall be established in accordance with this Plan and the IERP Trust II Documents. The purpose of the IERP Trust II is to, in each case, in accordance with this Plan and pursuant to the IERP Trust II Documents:

- (i) assume all of the Debtors' liability for IERP II Claims;
- (ii) collect distributions made on account of the IERP Trust II Share;
- (iii) administer the IERP II Claims;
- (iv) make distributions to holders of Allowed IERP II Claims for authorized opioid abatement purposes in accordance with the IERP Trust II Documents; and

(v) carry out such other matters as are set forth in the IERP Trust II Documents, including preserving, holding, and managing the assets of the IERP Trust II for use in paying and satisfying Allowed IERP II Claims and using the IERP Trust II's assets and income to pay any and all Trust Operating Expenses of the IERP Trust II.

(b) Assumption of Liabilities

The IERP Trust II shall expressly assume all liabilities and responsibility for all IERP II Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith. Except as otherwise provided in this Plan, the Confirmation Order, or the IERP Trust II Documents, the IERP Trust II shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors or the Post-Emergence Entities have or would have had under applicable law, but solely to the extent consistent with the IERP Trust II Documents (which include, for the avoidance of doubt, the PPOC Trust Documents) and this Plan; *provided, however, that*, the IERP Trust II shall not assert such cross-claims, defenses, or rights against any Released Party.

(c) IERP II Trustee

The IERP II Trustee is and shall act as the fiduciary to the IERP Trust II in accordance with the provisions of the IERP Trust II Documents. The IERP II Trustee shall, at all times, administer the IERP Trust II and its assets in accordance with the IERP Trust II Documents. Subject to the IERP Trust II Documents, the IERP II Trustee shall have the power to take any and all actions that, in the judgment of the IERP II Trustee, are necessary or proper to fulfill the purposes of the IERP Trust II, including taking the following actions, in each case, pursuant to the IERP Trust II Documents:

(i) (1) appointing, hiring, or engaging such professionals to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services as the business of the IERP Trust II requires; (2) delegating to such professionals such powers and authorities as the fiduciary duties of the IERP II Trustee permit and as the IERP II Trustee, in the IERP II Trustee's discretion, deems advisable or necessary in order to carry out the terms of the IERP Trust II Documents; and (3) paying reasonable compensation to such professionals engaged by the IERP Trust II;

(ii) implementing certain approved opioid abatement programs with unused assets of the IERP Trust II; and

(iii) auditing compliance with the authorized abatement purposes set forth in the IERP Trust II Documents governing the use of any Distributions made on account of Allowed IERP II Claims;

(iv) *provided, however, that*, the IERP II Trustee shall give the IERP Trust II Advisory Committee prompt notice of material acts taken or proposed to be taken as required by the IERP Trust II Documents. Further, the IERP II Trustee shall be required

to consult with the IERP Trust II Advisory Committee (1) on the general implementation and administration of the IERP Trust II; (2) on the general implementation and administration of the IERP Trust II Distribution Procedures; and (3) on such other matters as required by the IERP Trust II Documents.

(v) The IERP II Trustee shall pay or reimburse, as applicable, the compensation, costs, and fees of the professionals that represent or represented, or advise or advised, the IERP II Trustee in connection with the establishment of the IERP Trust II, the preparation of the IERP Trust II Documents, and the Chapter 11 Cases, in each case, whether incurred prior to or following the appointment of the IERP II Trustee.

(d) IERP Trust II Advisory Committee

The members of the IERP Trust II Advisory Committee shall serve in a fiduciary capacity representing all holders of IERP II Claims. The IERP Trust II Advisory Committee will work with the IERP II Trustee in establishing and monitoring any operating budgets with respect to the IERP Trust II. Except for the duties and obligations expressed in the IERP Trust II Documents and the documents referenced therein, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the IERP Trust II Advisory Committee.

(e) Tax Matters

Notwithstanding anything to the contrary herein, no provision herein, in the IERP Trust II Distribution Procedures, in the OCC Resolution Term Sheet, or in any other document contemplated hereby or thereby shall be construed or implemented in a manner that would cause the IERP Trust II to fail to qualify as a QSF under the QSF Regulations.

(f) Indemnification by the IERP Trust II

The IERP Trust II shall indemnify and defend the IERP II Trustee, the members of the IERP Trust II Advisory Committee, and such other parties as set forth in the IERP Trust II Documents, against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties under the IERP Trust II Documents.

(g) Nonliability of IERP II Trustee and IERP Trust II Advisory Committee

To the maximum extent permitted by applicable law, the IERP II Trustee and the members of the IERP Trust II Advisory Committee shall not be liable to the IERP Trust II, to any holder of an IERP II Claim, or to any other Person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

**Section 6.12 TPP Trust**

(a) Establishment and Purpose of the TPP Trust

On or before the Effective Date, the TPP Trust shall be established in accordance with this Plan and the TPP Trust Documents. The purpose of the TPP Trust is to, in each case, in accordance with this Plan and pursuant to the TPP Trust Documents:

- (i) assume all of the Debtors' liability for TPP Claims;
- (ii) hold, manage, and invest all funds and other assets received by the TPP Trust for the benefit of the beneficiaries of the TPP Trust;
- (iii) administer, process, resolve, and liquidate all TPP Claims in accordance with the TPP Trust Distribution Procedures, including making distributions to holders of Allowed TPP Claims; and
- (iv) carry out such other matters as are set forth in the TPP Trust Documents, including establishing such funds, reserves, and accounts within the TPP Trust as the TPP Trustee deems useful in carrying out the purpose of the TPP Trust, including holding an operating reserve and using such operating reserve to pay any and all Trust Operating Expenses of the TPP Trust.

(b) Assumption of Liabilities

The TPP Trust shall expressly assume all liabilities and responsibility for all TPP Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith. Except as otherwise provided in this Plan, the Confirmation Order, or the TPP Trust Documents, the TPP Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors or the Post-Emergence Entities have or would have had under applicable law, but solely to the extent consistent with the TPP Trust Documents (which include, for the avoidance of doubt, the PPOC Trust Documents) and this Plan; *provided, however, that*, the TPP Trust shall not assert such cross-claims, defenses, or rights against any Released Party.

(c) TPP Trustee

The TPP Trustee is and shall act as the fiduciary to the TPP Trust in accordance with the provisions of the TPP Trust Documents. The TPP Trustee shall, at all times, administer the TPP Trust and its assets in accordance with the TPP Trust Documents. Subject to the TPP Trust Documents, the TPP Trustee shall have the power to take any and all actions that, in the judgment of the TPP Trustee, are necessary or proper to fulfill the purposes of the TPP Trust, including taking the following actions, in each case, pursuant to the TPP Trust Documents:

- (i) in the event that holders of TPP Claims elect to resolve claims they hold against those with personal injury opioid claims through an LRP, exercise any and all rights

and responsibilities of the TPP Trust pursuant to any agreement governing such LRP (which agreement has been consented to by the TPP Trustee on behalf of the TPP Trust);

(ii) (1) engaging such professionals as the TPP Trust and/or the TPP Trustee requires, including the TPP Trustee's firms or Affiliates, professionals previously employed by the Debtors, and representatives of holders of TPP Claims; (2) delegating to such professionals such powers and authorities as the fiduciary duties of the TPP Trustee permit and as the TPP Trustee in its discretion, deems advisable or necessary; or (3) engaging such professionals to advise and assist the TPP Trustee, in order to carry out the terms of the TPP Trust and the TPP Trust Documents;

(iii) entering into such other arrangements with third parties as the TPP Trustee deems useful in carrying out the purposes of the TPP Trust; and

(iv) creating sub-trusts or title vehicles; *provided, that*, the TPP Trustee shall not create a sub-trust or title vehicle that would cause the TPP Trust to fail to qualify as a QSF within the meaning of the QSF Regulations;

(v) *provided, however, that*, the TPP Trustee shall be required to consult with the TPP TAC (1) on the general implementation and administration of the TPP Trust; (2) on the general implementation and administration of the TPP Trust Distribution Procedures; and (3) on such other matters as required by the TPP Trust Documents.

(vi) The TPP Trustee shall pay or reimburse, as applicable, the compensation, costs, and fees of the professionals that represented or advised holders of TPP Claims in connection with and to the extent relating to the preparation of the TPP Trust Documents and the establishment of the TPP Trust, in each case, as and to the extent provided in the TPP Trust Documents.

(d) TPP TAC

The members of the TPP TAC shall serve in a fiduciary capacity representing all holders of TPP Claims. The TPP TAC shall work with the TPP Trustee with respect to establishing and monitoring any operating budgets with respect to the TPP Trust. Except for the duties and obligations expressed in the TPP Trust Documents and the documents referenced therein, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TPP TAC.

(e) Tax Matters

Notwithstanding anything to the contrary herein, no provision in the TPP Trust Agreement, the TPP Trust Distribution Procedures, the OCC Resolution Term Sheet, or in any other document contemplated hereby or thereby, shall be construed or implemented in a manner that would cause the TPP Trust to fail to qualify as a QSF under the QSF Regulations.

(f) Indemnification by the TPP Trust

The TPP Trust shall indemnify and reimburse the TPP Trustee, the members of the TPP TAC, any professionals engaged by the TPP Trust, and any other parties set forth in the TPP Trust Documents against any and all liabilities, expenses, claims, damages, or losses incurred by such Persons in the performance of their respective duties under the TPP Trust Documents or in connection with activities undertaken by them in connection with the formation, establishment, or funding of the TPP Trust.

(g) Nonliability of TPP Trustee and TPP TAC

To the maximum extent permitted by applicable law, the TPP Trustee and the members of the TPP TAC shall not be liable to the TPP Trust, to any holder of a TPP Claim, or to any other Person, except those acts found by Final Order to be arising out of the TPP Trustee's or the TPP TAC member's, as applicable, willful misconduct, gross negligence or fraud and subject to Section 3806(e) of the DST Act.

***Section 6.13 Future PI Trust***

(a) Establishment and Purpose of the Future PI Trust

On or before the Effective Date, the Debtors shall take all necessary steps to establish the Future PI Trust in accordance with this Plan and the Future PI Trust Documents. The purpose of the Future PI Trust is to, in each case, in accordance with this Plan and the Future PI Trust Documents:

- (i) assume all of the Debtors' liability for Future PI Claims;
- (ii) administer the Future PI Claims;
- (iii) make distributions to holders of Allowed Future PI Claims in accordance with the Future PI Trust Documents; and
- (iv) carry out such other matters as are set forth in the Future PI Trust Documents, including preserving, holding, and managing the assets of the Future PI Trust for use in paying and satisfying Allowed Future PI Claims and using the Future PI Trust's assets and income to pay any and all Trust Operating Expenses of the Future PI Trust in accordance with the Future PI Trust Documents.

(b) Assumption of Liabilities

The Future PI Trust shall expressly assume all liabilities and responsibility for all Future PI Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith.

(c) Future PI Trustee

The Future PI Trustee shall act as the fiduciary to the Future PI Trust in accordance with the provisions of the Future PI Trust Documents. The Future PI Trustee shall, at all times, administer the Future PI Trust and its assets in accordance with the Future PI Trust Documents.

(d) FCR

(i) The FCR shall serve in a fiduciary capacity representing the interests of Future PI Claimants. The FCR shall have no fiduciary obligations or duties to any party other than Future PI Claimants.

(ii) The FCR will work with the Future PI Trustee in establishing and monitoring any operating budgets with respect to the Future PI Trust. Except for the duties and obligations expressed in the Future PI Trust Documents and the documents referenced therein, the FCR shall have no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity with respect to the Future PI Trust.

(e) Indemnification by the Future PI Trust

The Future PI Trust shall indemnify and defend the Future PI Trust Indemnified Parties in the performance of their respective duties to the fullest extent that a statutory trust organized under the laws of the State of Delaware as permitted by Section 3817 of the DST Act (after the application of Section 8.13 thereof) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties under the Future PI Trust Documents or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the Future PI Trust.

(f) Nonliability of Future PI Trustee and FCR

To the maximum extent permitted by applicable law, the Future PI Trustee and the FCR shall not be liable to the Future PI Trust, to any holder of a Future PI Claim, or to any other Person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

***Section 6.14 Other Opioid Claims Trust***

(a) Establishment and Purpose of the Other Opioid Claims Trust

On or before the Effective Date, the Debtors shall take all necessary steps to establish the Other Opioid Claims Trust in accordance with this Plan and the Other Opioid Claims Trust Documents. The purpose of the Other Opioid Claims Trust is to, in each case, in accordance with this Plan and the Other Opioid Claims Trust Documents:

(i) assume all of the Debtors' liability for Other Opioid Claims;

(ii) administer the Other Opioid Claims;

(iii) make distributions to holders of Allowed Other Opioid Claims in accordance with the Other Opioid Claims Trust Documents; and

(iv) carry out such other matters as are set forth in the Other Opioid Claims Trust Documents, including preserving, holding, and managing the assets of the Other Opioid Claims Trust for use in paying and satisfying Allowed Other Opioid Claims and using the Other Opioid Claims Trust's assets and income to pay any and all Trust Operating Expenses of the Other Opioid Claims Trust in accordance with the Other Opioid Claims Trust Documents.

(b) Assumption of Liabilities

The Other Opioid Claims Trust shall expressly assume all liabilities and responsibility for all Other Opioid Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith.

(c) Administration of Other Opioid Claims

Holders of Allowed Other Opioid Claims shall receive a Distribution, if any, from the Other Opioid Claims Trust in accordance with the Other Opioid Claims Trust Distribution Procedures, which, as applied to each Other Opioid Claim, shall be substantially similar to the trust distribution procedures applied by the other Trusts under this Plan with respect to similar Opioid Claims held by similarly situated creditors; *provided, that*, the amount of any Distribution to a holder of an Allowed Other Opioid Claim on account of such Allowed Other Opioid Claim shall not exceed the amount of comparable Distributions provided by another Trust under this Plan to holders of similar Allowed Claims that were channeled to such other Trust under this Plan.

**Section 6.15 EFBD Claims Trust**

(a) Establishment and Purpose of the EFBD Claims Trust

On or before the Effective Date, the Debtors shall take all necessary steps to establish the EFBD Claims Trust in accordance with this Plan and the EFBD Claims Trust Documents. The purpose of the EFBD Claims Trust is to, in each case, in accordance with this Plan and the EFBD Claims Trust Documents:

(i) assume all of the Debtors' liability for EFBD Claims;

(ii) administer the EFBD Claims;

(iii) make distributions to holders of Allowed EFBD Claims in accordance with the EFBD Claims Trust Documents; and

(iv) carry out such other matters as are set forth in the EFBD Claims Trust Documents, including preserving, holding, and managing the assets of the EFBD Claims Trust for use in paying and satisfying Allowed EFBD Claims and using the EFBD Claims Trust's assets and income to pay any and all Trust Operating Expenses of the EFBD Claims Trust in accordance with the EFBD Claims Trust Documents.

(b) Assumption of Liabilities

The EFBD Claims Trust shall expressly assume all liabilities and responsibility for all EFBD Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith.

(c) Administration of EFBD Claims

(i) The EFBD Claims Trust Distribution Procedures governing the processing and administration of the applicable EFBD Claims shall be substantially similar to the trust distribution procedures governing the administration of comparable Trust Channeled Claims under this Plan.

(ii) Holders of Allowed EFBD Claims shall receive a Distribution, if any, from the EFBD Claims Trust in accordance with the EFBD Claims Trust Distribution Procedures, which, as applied to each EFBD Claim, shall be substantially similar to the trust distribution procedures applied by the other Trusts under this Plan with respect to similar Trust Channeled Claims filed by the General Bar Date; *provided, that*, the amount of any Distribution to a holder of an Allowed EFBD Claim on account of such Allowed EFBD Claim shall not exceed the amount of comparable Distributions provided by another Trust under this Plan to holders of similar Allowed Claims that were filed before the General Bar Date and channeled to such other Trust under this Plan; *provided, further, that*, the procedures for determining the maximum amount of any Distribution to be made by the EFBD Claims Trust shall be substantially similar to those provided in the Future PI Trust Distribution Procedures.

**Section 6.16 Public Opioid Trust**

(a) Establishment and Purpose of the Public Opioid Trust

On or before the Effective Date, the Debtors shall take all necessary steps to establish the Public Opioid Trust in accordance with this Plan and the Public Opioid Distribution Documents. The purpose of the Public Opioid Trust is to, in each case, in accordance with this Plan and pursuant to the Public Opioid Distribution Documents:

- (i) assume all of the Debtors' liability for State Opioid Claims;
- (ii) hold, manage, and invest all funds and other assets received by the Public Opioid Trust for the benefit of the beneficiaries of the Public Opioid Trust;

(iii) administer, process, resolve, and liquidate all State Opioid Claims in accordance with the Public Opioid Distribution Documents, including making distributions to holders of Allowed State Opioid Claims; and

(iv) carry out such other matters as are set forth in the Public Opioid Distribution Documents, including establishing such funds, reserves, and accounts within the Public Opioid Trust as the Trustee deems useful in carrying out the purpose of the Public Opioid Trust, including holding an operating reserve and using such operating reserve to pay any and all Trust Operating Expenses of the Public Opioid Trust.

(b) Assumption of Liabilities

The Public Opioid Trust shall expressly assume all liabilities and responsibility for all State Opioid Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith.

(c) Tax Matters

The Public Opioid Trust shall at all times satisfy the requirements of Section 468B of the Tax Code and the QSF Regulations (as such may be modified or supplemented from time to time). The Public Opioid Trust may be treated as a QSF for tax purposes and payments to the Public Opioid Trust may constitute “restitution” within the meaning of Section 162(f) of the Tax Code and shall be treated as such to the extent allowed by applicable law.

(d) Participation in the Public Opioid Trust

(i) Holders of State Opioid Claims that vote to accept the Plan shall participate in the Public Opioid Trust, subject to the terms and conditions of the Public Opioid Distribution Documents.

(ii) Any Prior Settling State shall have the opportunity, on or before the Effective Date, subject to acceptance by the Debtors and the approval of the Bankruptcy Court, to permanently and irrevocably return to the Debtors’ Estates an amount equal to (1) the funds received by such Prior Settling State from the Debtors prior to the Petition Date on account of settling such Prior Settling State’s Opioid Claims as such Claims existed prior to the Petition Date, *less* (2)(A) an amount equal to the Public Opioid Consideration, *multiplied by* (B) the allocation percentage for such Prior Settling State set forth in the State Allocation Table. The remaining funds may be retained by the applicable Prior Settling State in full satisfaction of such Prior Settling State’s Opioid Claims (and of the obligation of the Public Opioid Trust to make a Distribution to such Prior Settling State), which Prior Settling State’s Opioid Claims shall be released and discharged. In accordance with the Confirmation Order, such Prior Settling State shall receive a full and complete release for any Claim for the return of settlement funds under chapter 5 of the Bankruptcy Code or otherwise.

(e) Public Opioid Trust Operating Reserves and Expenses

(i) In accordance with the Public Opioid Distribution Documents, the Public Opioid Trust shall establish reserves for professional fees of (1) States, in the amount of 4.5% of the Public Opioid Consideration to be allocated to States in accordance with the State Allocation Table; and (2) Local Governments, in the amount of 5.5% of the Public Opioid Consideration to be allocated to Local Governments pursuant to Opioid MDL Docket No. 4428 (clarified by Opioid MDL Docket No. 4503) and Opioid MDL Docket No. 5100 of the Opioid MDL, pursuant to which any amount allocated to Local Governments in accordance with this clause (2) shall be administered under the jurisdiction of the court presiding over the Opioid MDL. Any payments made pursuant to this Section 6.16(d)(i) shall be funded solely from the Public Opioid Consideration and shall not be an obligation of the Debtors or the Post-Emergence Entities.

(ii) All Trust Operating Expenses of the Public Opioid Trust and any expenses of the Public Opioid Trustee, any professionals retained thereby, the reimbursement of any plaintiffs' attorneys' fees and costs, and any attorneys' fees and costs, other than the Endo EC Professional Fees, incurred by any holder of a State Opioid Claim or a group of such holders shall be paid solely from the Public Opioid Consideration and shall not be an obligation of the Debtors or the Post-Emergence Entities, in each case, subject to and in accordance with the Public Opioid Distribution Documents.

(f) Covenants of Purchaser Parent

The Public Opioid Distribution Documents shall include the following covenants to be made by Purchaser Parent (*provided, that*, no covenants or similar limitations or restrictions on the Purchaser Entities other than the following shall be included in the Public Opioid Distribution Documents):

(i) (1) a limitation on permitted investments by Purchaser Parent, which limitation shall be consistent with the terms agreed in any new money indebtedness raised or deemed incurred on or around the Effective Date (including the Exit Financing); *plus* (2) a customary level of incremental cushion, consistent with the covenants set forth in the Public/Tribal Term Sheet;

(ii) a maximum leverage ratio for Purchaser Parent equal to 5.0x;

(iii) (1) a limitation on restricted payments by Purchaser Parent, which limitation shall be consistent with the terms agreed in any new money indebtedness raised or deemed incurred on or around the Effective Date (including the Exit Financing); *plus* (2) a customary level of incremental cushion, consistent with the covenants set forth in the Public/Tribal Term Sheet and applicable solely with respect to Allowed State Opioid Claims; and

(iv) reporting requirements, which reporting requirements shall include the provision of periodic reporting materials and notices consistent with the reporting and

notice requirements agreed in any documents governing new money indebtedness raised or deemed incurred on or around the Effective Date (including the Exit Financing).

***Section 6.17 Tribal Opioid Trust***

(a) Establishment and Purpose of the Tribal Opioid Trust

On or before the Effective Date, the Debtors shall take all necessary steps to establish the Tribal Opioid Trust in accordance with this Plan and the Tribal Opioid Distribution Documents. The purpose of the Tribal Opioid Trust is to, in each case, in accordance with this Plan and pursuant to the Tribal Opioid Distribution Documents:

- (i) assume all of the Debtors' liability for Tribal Opioid Claims;
- (ii) hold, manage, and invest all funds and other assets received by the Tribal Opioid Trust for the benefit of the beneficiaries of the Tribal Opioid Trust;
- (iii) administer, process, resolve, and liquidate all Tribal Opioid Claims in accordance with the Tribal Opioid Distribution Documents, including making distributions to holders of Allowed Tribal Opioid Claims; and
- (iv) carry out such other matters as are set forth in the Tribal Opioid Distribution Documents, including establishing such funds, reserves, and accounts within the Tribal Opioid Trust as the Trustee deems useful in carrying out the purpose of the Tribal Opioid Trust, including holding an operating reserve and using such operating reserve to pay any and all Trust Operating Expenses of the Tribal Opioid Trust.

(b) Assumption of Liabilities

The Tribal Opioid Trust shall expressly assume all liabilities and responsibility for all Tribal Opioid Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith.

(c) Tax Matters

The Tribal Opioid Trust shall at all times satisfy the requirements of Section 468B of the Tax Code and the QSF Regulations (as such may be modified or supplemented from time to time). The Tribal Opioid Trust may be treated as a QSF for tax purposes and payments to the Tribal Opioid Trust may constitute "restitution" within the meaning of Section 162(f) of the Tax Code and shall be treated as such to the extent allowed by applicable law.

(d) Tribal Opioid Trust Operating Expenses

All Trust Operating Expenses of the Tribal Opioid Trust and any expenses of the Tribal Opioid Trustee, any professionals retained thereby, the reimbursement of any plaintiffs' attorneys' fees and costs, and any attorneys' fees and costs incurred by any holder of a Tribal Opioid Claim or a group of such holders shall, subject to and in accordance with the Tribal Opioid

Distribution Documents, be paid solely from the Tribal Opioid Consideration and shall not be an obligation of the Debtors or the Post-Emergence Entities.

***Section 6.18 Canadian Provinces Trust***

(a) Establishment and Purpose of the Canadian Provinces Trust

On or before the Effective Date, the Debtors shall take all necessary steps to establish the Canadian Provinces Trust in accordance with this Plan and the Canadian Provinces Distribution Documents. The purpose of the Canadian Provinces Trust is to, in each case, in accordance with this Plan and pursuant to the Canadian Provinces Distribution Documents:

- (i) assume all of the Debtors' liability for the Canadian Provinces Claims;
- (ii) receive and administer the Canadian Provinces Consideration;
- (iii) make or cause to be made Distributions on account of Allowed Canadian Provinces Claims; and
- (iv) carry out such other matters as are set forth in the Canadian Provinces Distribution Documents.

(b) Assumption of Liabilities

The Canadian Provinces Trust shall expressly assume all liabilities and responsibility for all Canadian Provinces Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith.

(c) Tax Matters

(i) The Canadian Provinces Trust may be treated as a QSF for tax purposes and shall be treated as such to the extent permitted by applicable law. Payments to the Canadian Provinces Trust may constitute "restitution" within the meaning of Section 162(f) of the Tax Code and shall be treated as such for U.S. federal income tax purposes to the extent allowed by applicable law.

(ii) The Canadian Provinces Trust shall be implemented with the objective of maximizing tax efficiency to the Debtors and the Post-Emergence Entities to the extent practicable, including with respect to the availability, location, and timing of tax deductions. The Debtors and the Required Consenting Global First Lien Creditors will cooperate in good faith to implement the Canadian Provinces Trust and structure the flow of the Canadian Provinces Consideration thereto in a tax-efficient manner.

(d) Support

Pursuant to the Canadian Provinces Term Sheet, the Canadian Provinces shall (i) confirm on the record at the Confirmation Hearing that they do not oppose Confirmation of this Plan and that the Canadian Provinces Objection is fully resolved; (ii) support the entry of the Confirmation Order; *provided, that*, the Confirmation Order reflects the terms of the Canadian Provinces Term Sheet or such other terms agreed by the Debtors, the Required Consenting Global First Lien Creditors, and the Canadian Provinces; (iii) support the entry of the Canadian Plan Recognition Order, including by confirming on the record at the hearing of the Canadian Court that they do not oppose the entry of the Canadian Plan Recognition Order; *provided, however, that*, the Confirmation Order shall reflect the language set forth in the Canadian Provinces Term Sheet as agreed by the Debtors, Purchaser Parent, and the Canadian Provinces.

***Section 6.19 U.S. Government Resolution***

(a) Resolution of U.S. Government Claims

The U.S. Government Claims shall be resolved pursuant to and in accordance with the U.S. Government Resolution Documents.

(b) [RESERVED]

(c) Agreements with DHHS Secretary

Several of the Debtors are parties to the various following agreements with the DHHS Secretary under which the Debtors owe rebates to third parties:

(i) The MCGDP Agreement is established under 42 U.S.C. §§ 1395w-114A, 1395w-153 and is required should manufacturers wish to have coverage for their products under Medicare Part D. Under the MCGDP Agreement, manufacturers agree to reimburse Medicare Part D plan sponsors for certain coverage gap discounts the plans provide to Medicare beneficiaries in the Part D coverage gap. CMS requires that a new entity that seeks to assume an MCGDP Agreement, rather than enroll as a new enrollee, must enter into a novation agreement with CMS with respect to the transfer of such agreement. The Debtors that have entered into MCGDP Agreements with the DHHS Secretary are as follows: (1) Par Pharmaceuticals, Inc.; and (2) Endo Pharmaceuticals, Inc.;

(ii) The Medicaid Drug Rebate Program, established under section 1927 of the Social Security Act, requires manufacturers to enter into NDRA with the DHHS Secretary for the coverage and payment of a manufacturer's covered outpatient drugs. Under the Medicaid Drug Rebate Program, if a manufacturer has entered into and has in effect an NDRA, Medicaid covers and pays for all of the drugs of that manufacturer dispensed and paid for under the State plan, and in return, manufacturers pay applicable rebates to the States. The Debtors that have NDRA with the DHHS Secretary are as follows: (1) Par Pharmaceuticals, Inc.; and (2) Endo Pharmaceuticals, Inc.;

(iii) Certain of the Debtors also have PPAs with the DHHS Secretary. Section 340B of the Public Health Service Act, 42 U.S.C. § 256b, requires pharmaceutical manufacturers to enter into a PPA with the DHHS Secretary in exchange for having their drugs covered by Medicaid and Medicaid Part B. Under the PPAs, manufacturers agree to charge a price for covered outpatient drugs that will not exceed the average manufacturer price decreased by a rebate percentage. The Debtors that have PPAs are as follows: (1) Endo Pharmaceuticals, Inc.; (2) Par Pharmaceuticals, Inc.; (3) Anchen Pharmaceuticals, Inc.; (4) Dava Pharmaceuticals, LLC; and (5) Par Sterile Products, LLC; and

(iv) The MCGDP Agreements, the NDRAs, and the PPAs identified above provide that, in the event of a transfer of ownership, such agreements are automatically assigned to a new owner and all terms and conditions of such agreements remain in effect as to a new owner. Accordingly, notwithstanding anything contained in this Plan or the Confirmation Order which may be to the contrary, the Debtors shall assume such agreements pursuant to section 365 of the Bankruptcy Code and, should there be a change of ownership, upon the Effective Date, the MCGDP Agreements, the NDRAs, and the PPAs identified above shall be assigned to any Purchaser Entity that is taking over a Debtor's business, subject to, in the case of the MCGDP Agreements, the applicable Debtor, CMS, and Purchaser Entity executing a novation agreement that is acceptable to CMS. The applicable Purchaser Entity, as the new owner, will assume the obligations of any Debtor that is a party under any such agreements from and after the Effective Date, and will fully perform all the duties and responsibilities that exist under such agreements in accordance with their terms, including the payment of discounts owed to Part D plan sponsors or payment of rebates owed to States and wholesalers for quarters prior to the Effective Date. For the avoidance of doubt, the applicable Purchaser Entity shall be liable for any outstanding rebates or discounts owed to third parties (and any applicable interest thereon), whether arising after or up to and including the Effective Date, as well as any penalties associated with noncompliance by any Debtor associated with any MCGDP Agreements, NDRAs, and PPAs identified above for which the applicable Purchaser Entity is accepting assignment, whether arising after or up to and including the Effective Date.

(v) Notwithstanding anything to the contrary herein, nothing in this Plan, the Confirmation Order, the U.S. Government Resolution Documents, or any other Plan Document shall bind the U.S. Government in any application of statutory, or associated regulatory, authority grounded in the Medicaid Program or in section 1115 of Title 11 of the Social Security Act. The U.S. Government is neither enjoined nor in any way prejudiced in seeking recovery of any funds owed to the U.S. Government under the Medicaid Program.

### ***Section 6.20 Opioid School District Recovery Trust***

#### **(a) Tax Matters**

The Debtors and the Public School District Creditors intend that the Opioid School District Recovery Trust Consideration will constitute “restitution . . . for damage or harm” within

the meaning of Section 162(f) of the Tax Code, and will be so characterized for U.S. federal income tax purposes to the extent such payments are made to or at the direction of a Governmental Authority, and such payments are hereby, based on the origin of the liability and the nature and purpose of such payments, so identified in accordance with Section 162(f)(2)(A)(ii) of the Tax Code. For the avoidance of doubt, the foregoing sentence is intended to apply to the tax characterization of the Opioid School District Recovery Trust Consideration, and such tax characterization shall not be construed to be dispositive for any non-tax purpose.

## ARTICLE VII

### TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

#### *Section 7.1 Assumption and Rejection of Executory Contracts and Unexpired Leases*

(a) Except as otherwise provided herein, in the PSA, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with this Plan, as of and subject to the occurrence of the Effective Date, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed assumed or assumed and assigned, as applicable, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to a Final Order of the Bankruptcy Court; (ii) had previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; or (iv) is identified for rejection on the Rejection Schedule. On the Effective Date, all such Executory Contracts and Unexpired Leases that are assumed pursuant to this Section 7.1(a) shall be assumed or assumed and assigned in accordance with the following clauses (i) through (vi):

- (i) All assumed Executory Contracts and Unexpired Leases that are held by a Debtor entity incorporated in the United States shall be assigned to Endo USA, Inc.;
- (ii) All assumed Executory Contracts and Unexpired Leases that are held by a Debtor entity incorporated in Canada shall be assigned to Paladin Pharma, Inc.;
- (iii) All assumed Executory Contracts and Unexpired Leases that are held by the Debtor entity Endo Ventures Unlimited shall be assigned to Endo Operations Limited;
- (iv) All assumed Executory Contracts and Unexpired Leases that are held by the Debtor entity Endo Global Biologics Unlimited shall be assigned to Endo Biologics Limited;
- (v) All assumed Executory Contracts and Unexpired Leases that are held by any of the Debtor entities Endo U.S. Holdings Luxembourg I S.a.r.l., Endo Operations Limited, or Endo Biologics Limited shall **not** be assigned;

- (vi) Any assumed Executory Contracts and Unexpired Leases that are held by a Debtor entity that is not covered by any of the foregoing clauses (i) through (v) shall be assigned on an ad hoc basis to the most appropriate Purchaser Entity or, where applicable, to the Purchaser Entity listed as the assignee in the last mailed notice of assumption or supplemental notice of assumption or assignment.

(b) Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval by the Bankruptcy Court of the assumptions and/or rejections of such Executory Contracts or Unexpired Leases as set forth in this Plan, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code, and the Confirmation Order shall include a finding by the Bankruptcy Court that the Purchaser Entities have provided adequate assurance of future performance with respect to any Executory Contracts and Unexpired Leases assumed or assumed and assigned, as applicable, under this Plan. Unless otherwise indicated, all assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to this Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed or assumed and assigned, as applicable, pursuant to this Plan or by Bankruptcy Court order shall revert in or be transferred to, as applicable, and be fully enforceable by the applicable Purchaser Entities in accordance with its terms, except as such terms may have been modified herein or by such order. Notwithstanding anything to the contrary in this Plan, the Debtors or the Post-Emergence Entities, as applicable, reserve the right to alter, amend, modify, or supplement the Rejection Schedule at any time before the Effective Date. After the Effective Date, none of the Post-Emergence Entities (nor the Plan Administrator on behalf of the Remaining Debtors) shall require the approval of the Bankruptcy Court before terminating, amending, or modifying any contracts, leases, or other agreements.

(c) Except as expressly set forth herein and in the PSA, all assumed or assumed and assigned, as applicable, Executory Contracts and Unexpired Leases shall remain in full force and effect for the benefit of the Purchaser Entities, and shall be enforceable by the Purchaser Entities in accordance with their terms, notwithstanding any provision in such assumed or assumed and assigned, as applicable, Executory Contract or Unexpired Lease that prohibits, restricts, or conditions such assumption or assumption and assignment. To the maximum extent permitted by applicable law, any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned, as applicable, under this Plan or the PSA that purports to declare a breach or default based in whole or in part on commencement or continuance of these Chapter 11 Cases or any successor cases is hereby deemed unenforceable. To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned, as applicable, pursuant to this Plan or the PSA (including, without limitation, any “change of control” provision) that restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Purchaser Entities’ assumption of such Executory Contract or Unexpired Lease, then such provision will be deemed modified such that the transactions contemplated by this Plan and the PSA will not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any default-related rights with respect thereto.

### ***Section 7.2 Rejection Damages Claims***

(a) In the event that the Debtors' rejection of an Executory Contract or Unexpired Lease hereunder results in damages to a counterparty to such Executory Contract or Unexpired Lease, unless such counterparty files a Proof of Claim for any Rejection Damages Claims with the Bankruptcy Court and serves such Proof of Claim upon counsel for the Debtors, the Post-Emergence Entities (including the Plan Administrator on behalf of the Remaining Debtors), and the GUC Trustee, as applicable, by the date that is, as applicable, (i) 45 days after the filing and service of the notice of the occurrence of the Effective Date; or (ii) if such Executory Contract or Unexpired Lease is subject to a pending motion seeking to reject such Executory Contract or Unexpired Lease, 30 days after the date the Bankruptcy Court enters a Final Order approving such rejection, such Rejection Damages Claims shall be forever barred and shall not be enforceable against the Debtors, their respective Estates, the Post-Emergence Entities, or the GUC Trust, as applicable, or any of their respective properties or interests in property as agent, successor, or assign, in each case, without the need for any objection by the Debtors or the applicable Post-Emergence Entities or for any further notice to, or action, order, or approval of, the Bankruptcy Court.

(b) All Allowed Rejection Damages Claims shall constitute Other General Unsecured Claims and shall be treated in accordance with Section 4.5 of this Plan; *provided, however, that*, any Claim or portion thereof arising from the rejection of an Executory Contract or Unexpired Lease with a counterparty that is a Settling Co-Defendant or that otherwise satisfies the definition of a Settling Co-Defendant Claim shall be treated as a Settling Co-Defendant Claim and shall be governed by and treated in accordance with the terms of the DMP Stipulation, notwithstanding that such Claim (or portion thereof) would otherwise satisfy the definition of a Rejection Damages Claim; *provided, further, that*, any Claim or portion thereof arising from the rejection of an Executory Contract or Unexpired Lease that satisfies the definition of a Subordinated, Recharacterized, or Disallowed Claim shall be treated as a Subordinated, Recharacterized, or Disallowed Claim, notwithstanding that such Claim (or portion thereof) would otherwise satisfy the definition of a Rejection Damages Claim, and such Claim shall be treated as a Subordinated, Recharacterized, or Disallowed Claim in accordance with Section 4.26 of this Plan.

### ***Section 7.3 Determination of Assumption and Assignment Disputes and Deemed Consent to Assumption***

(a) Pursuant to the Assumption and Assignment Procedures, the Debtors served the Cure Notice to all counterparties to any Executory Contracts and Unexpired Leases, which Cure Notice (i) notified the applicable counterparties to such Executory Contracts and Unexpired Leases of the proposed assumption; (ii) provided the applicable Cure Amounts, if any; (iii) described the proposed amendment of certain Executory Contracts and releases of certain Causes of Action and other rights of recovery; (iv) described the procedures for filing objections to the proposed assumption or assumption and assignment of such Executory Contracts and Unexpired Leases; (v) described the procedures for filing objections to the proposed Cure Amounts with respect to such Executory Contracts and Unexpired Leases; and (vi) explained the process by which related disputes will be resolved by the Bankruptcy Court. If no Cure Objection was timely received by the Cure Objection Deadline, (1) the non-Debtor counterparty to the Executory Contract or

Unexpired Lease assumed or assumed and assigned, as applicable, under this Plan shall be deemed to have consented to the assumption or assumption and assignment, as applicable, of the applicable Executory Contract or Unexpired Lease, including any amendments to such Executory Contracts or Unexpired Leases for the release of certain Causes of Action and other rights of recovery in accordance with the Assumption and Assignment Procedures, and shall be forever barred from asserting any objection with regard to such assumption or assumption and assignment; and (2)(A) the Cure Notice and the Assumption and Assignment Procedures shall be controlling, notwithstanding anything to the contrary in any applicable Executory Contract or Unexpired Lease or other document; and (B) the non-Debtor counterparty to an applicable Executory Contract or Unexpired Lease shall be deemed to have consented to the prepetition Cure Amount and shall be forever barred from asserting, collecting, or seeking to collect any additional amounts relating to prepetition arrearages against the Debtors or the Post-Emergence Entities, or any of their property. For the avoidance of doubt, the assumption of an Executory Contract or Unexpired Lease shall not preclude the counterparty to such assumed, or assumed and assigned, Executory Contract or Unexpired Lease from seeking an Administrative Expense Claim for postpetition arrearages. The provisions of this Article VII are subject to the DMP Stipulation and the DMP Stipulation Order.

(b) Except as otherwise provided in this Plan, the PSA, or the DMP Stipulation, any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed or assumed and assigned, as applicable, under this Plan or the PSA is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by payment of the applicable Cure Amounts. Except as otherwise set forth herein or in the PSA, the Cure Amounts with respect to each of the Executory Contracts or Unexpired Leases assumed or assumed and assigned, as applicable, under this Plan and pursuant to the PSA is designated by the Debtors as (i) set forth on the Cure Notice; or (ii) with respect to any Executory Contracts or Unexpired Leases for which no Cure Amount is included in the Cure Notice or the Cure Notice otherwise indicates there is no Cure Amount therefore, \$0.00, subject to the determination of a different Cure Amount pursuant to the Assumption and Assignment Procedures, this Plan, the PSA, in any applicable Cure Notices, and, with respect to any contract to which the non-Debtor counterparty is a Settling Co-Defendant, the terms of the DMP Stipulation. Except with respect to Executory Contracts and Unexpired Leases for which the Cure Amount is \$0.00, payment of the Cure Amount shall be satisfied by the Purchaser Entities or their assignee, if any, by payment of such Cure Amount in Cash within 30 days following the occurrence of the Effective Date or as soon as reasonably practicable thereafter, or on such other terms as may be ordered by the Bankruptcy Court or agreed upon by the parties to the applicable Executory Contract or Unexpired Lease without any further notice to or action, order, or approval of the Bankruptcy Court. If there is a dispute regarding (1) the nature or amount of any Cure; (2) the ability of the Purchaser Entities to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code under the Executory Contract or Unexpired Lease to be assumed or assumed and assigned, as applicable; or (3) any other matter pertaining to the assumption of the Executory Contract or Unexpired Lease, Cure shall occur (A) following the entry of a Final Order of the Bankruptcy Court resolving such dispute and approving such assumption; or (B) as otherwise provided pursuant to the Cure Notice or subsequent Final Orders of the Bankruptcy Court amending such procedures. Any previously timely filed but unresolved Cure Objection or a timely filed Adequate Assurance Objection shall

be heard by the Bankruptcy Court at the Confirmation Hearing, or at a later hearing on a date to be scheduled by the Debtors in their discretion.

(c) The Debtors may designate, in consultation with the Required Consenting Global First Lien Creditors and in accordance with the PSA, additional Executory Contracts and Unexpired Leases for assumption or assumption and assignment, as applicable, until five Business Days prior to the Effective Date, and the Debtors shall file and serve as soon as reasonably practicable a notice of such designation on each of the affected counterparties and their counsel of record, if any, indicating (i) that the Debtors intend to assume or assume and assign to the Purchaser Entities such counterparty's Executory Contract or Unexpired Lease; and (ii) the corresponding Cure Amount. Such affected counterparties shall have until the date that is seven days after the date of filing and service of such notice of designation to object to the assumption and/or the proposed Cure Amount.

(d) The Debtors may add, in consultation with the Required Consenting Global First Lien Creditors and in accordance with the PSA, additional Executory Contracts or Unexpired Leases to the Rejection Schedule until five Business Days prior to the Effective Date, and the Debtors shall file and serve as soon as reasonably practicable a notice on each of the affected counterparties and their counsel of record, if any, indicating that the Debtors no longer intend to assume such counterparty's Executory Contract or Unexpired Lease, as applicable, and such Executory Contract or Unexpired Lease shall be deemed rejected pursuant to section 365 of the Bankruptcy Code as of the Effective Date. Such affected counterparties shall have until the date that is seven days after the date of filing and service of such notice of designation to object to the rejection.

(e) The Debtors may designate, in consultation with the Required Consenting Global First Lien Creditors and in accordance with the PSA, any Executory Contract or Unexpired Lease which has been previously set forth in a Cure Notice for assignment until five days prior to the Effective Date, and the Debtors shall file and serve as soon as reasonably practicable a notice of such proposed assignment on each of the affected counterparties and their counsel of record, if any. Such affected counterparties shall have until the date that is seven days after the date of filing and service of such notice of designation to file an Adequate Assurance Objection.

#### ***Section 7.4 Amendment of Contract and Releases***

To the extent a Cure Objection to the amendments and releases described in this Section 7.4 was not timely filed and properly served on the Debtors with respect to the applicable Executory Contract in accordance with the Assumption and Assignment Procedures as set forth in the Cure Notice and the terms of this Article VII, the Effective Date shall constitute (a) an amendment to each such Executory Contract or Unexpired Lease as necessary to render null and void any and all terms or provisions thereof solely to the extent such terms or provisions create an obligation of any Debtor (or any assignee or successor thereof) or any of the Debtor Insurance Policies, or give rise to a right in favor of any non-Debtor for the indemnification or reimbursement of any Entities for costs, losses, damages, fees, expenses or any other amounts whatsoever relating to or arising from any actual or potential opioid-related litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any

manner arising from, in whole or in part, the Opioid-Related Activities or other conduct prior to the Effective Date; and (b) an agreement by each counterparty to release the Debtors (and any assignee thereof or successor thereto) and all insurers under any of the Debtor Insurance Policies from any and all Indemnity or Reimbursement Causes of Action to the extent relating to any conduct occurring prior to the Effective Date. As of the Effective Date, the following arising under or related to any assumed or assumed and assigned, as applicable, Executory Contract or Unexpired Lease shall be released and discharged with no consideration on account thereof: (i) any Indemnity or Reimbursement Causes of Action that either (1) is or could be asserted against any Debtor, including, without limitation, any Indemnity or Reimbursement Cause of Action that would otherwise be a Cure Objection; or (2) seeks to recover from any property of any Debtor, the Estates, or any Debtor Insurance Policy; and (ii) any Indemnity or Reimbursement Cause of Action that seeks to recover, directly or indirectly, any costs, losses, damages, fees, expenses or any other amounts whatsoever, actually or potentially imposed upon the holder of such Indemnity or Reimbursement Cause of Action, in each case, relating to or arising from any actual or potential litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, Opioid-Related Activities or otherwise relating to Opioids or Opioid Products (including, without limitation, any such Indemnity or Reimbursement Causes of Action asserted by any manufacturer, distributor, pharmacy, pharmacy-benefit manager, group purchasing organization or physician or other counterparty). For the avoidance of doubt, unless otherwise agreed by the applicable counterparty to any assumed or assumed and assigned, as applicable, Executory Contract or Unexpired Lease, the foregoing shall not release or otherwise modify any term or provision of such applicable Executory Contract or Unexpired Lease to the extent of any indemnification or reimbursement rights accruing after the Effective Date for conduct occurring after the Effective Date. For the avoidance of doubt, nothing in this Section 7.4 shall apply to the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies.

#### ***Section 7.5 Contracts With Settling Co-Defendant***

Notwithstanding anything to the contrary in this Plan or the Confirmation Order, all contracts with any non-Debtor counterparty that is a Settling Co-Defendant shall be treated in accordance with and governed by the DMP Stipulation and, for the avoidance of doubt, Section 7.4 of this Plan shall not apply with respect to any such contracts, including any such contracts that are Executory Contracts.

#### ***Section 7.6 Pharmacy Agreements***

Notwithstanding the proposed Cure Amounts set forth in any Cure Notice served on the Specified Pharmacies (including, without limitation, [Docket Nos. 1876 and 2392]), as of and following the Effective Date, the Purchaser Entities shall, in accordance with the Specified Pharmacies' contracts with the Debtors and other ordinary course trade obligations, honor and continue to pay in the ordinary course of business all defaults and actual pecuniary losses sustained by the Specified Pharmacies (whether incurred prior to or after the Petition Date) resulting from the Debtors' liabilities related to rebates, product returns, recalls, chargebacks, coupons, discounts, failure to supply Claims, post-audit charges, marketing allowances, co-ops, and similar obligations, in each case, to the extent incurred in the ordinary course of business. For the

avoidance of doubt, this Section 7.6 shall not impact the treatment of the Specified Pharmacies' Defendant Claim Provisions and, in the event of any inconsistency between the provisions of this Section 7.6 and the terms of the Specified Pharmacies' Defendant Claim Provisions, the Specified Pharmacies' Defendant Claim Provisions as set forth in the DMP Stipulation and the DMP Stipulation Order shall govern. For the avoidance of doubt, the Claims subordinated pursuant to the Pharmacy Joinder Page [Docket No. 2547] shall be discharged pursuant to Section 10.7 of this Plan.

***Section 7.7 Non-GUC Trust Insurance Policies and GUC Trust D&O Insurance Policies***

(a) Notwithstanding anything herein to the contrary, as of the Effective Date, (i) to the extent any GUC Trust D&O Insurance Policies and Non-GUC Trust Insurance Policies are not Executory Contracts, such GUC Trust D&O Insurance Policies and Non-GUC Trust Insurance Policies, including the Non-GUC Trust D&O Insurance Policies belonging to, owed to, or covering D&O Insured Persons, shall automatically vest in or be transferred to, as applicable, the Purchaser Entities (subject to any rights of the D&O Insured Persons in such policies); or (ii) to the extent any GUC Trust D&O Insurance Policies and Non-GUC Trust Insurance Policies are Executory Contracts, the Debtors shall assume all of the GUC Trust D&O Insurance Policies and Non-GUC Trust Insurance Policies, including the Non-GUC Trust D&O Insurance Policies, pursuant to sections 365(a) and 1123 of the Bankruptcy Code and shall assign or transfer, as applicable, such policies to the Purchaser Entities, in each case, if necessary with respect to the continuance thereof in full force. The Non-GUC Trust D&O Insurance Policies have a six-year extended reporting period that will run from the Effective Date. This Section 7.7(a) shall not apply with respect to the GUC Trust D&O Insurance Claims or GUC Trust Insurance Rights, which shall, in each case, be transferred to and vest in the GUC Trust pursuant to section 1123 of the Bankruptcy Code in accordance with this Plan and the GUC Trust Documents.

(b) Entry of the Confirmation Order shall (i) constitute the Bankruptcy Court's approval of (1) the Debtors' foregoing assumption or assumption and assignment or transfer, as applicable, to the Purchaser Entities, of each of the Non-GUC Trust Insurance Policies (including the Non-GUC Trust D&O Insurance Policies) and the GUC Trust D&O Insurance Policies to the extent such Non-GUC Trust Insurance Policies and GUC Trust D&O Insurance Policies are Executory Contracts; and (2) the vesting of each of the Non-GUC Trust Insurance Policies (including the Non-GUC Trust D&O Insurance Policies) and GUC Trust D&O Insurance Policies in the Purchaser Entities to the extent such Non-GUC Trust Insurance Policies and GUC Trust D&O Insurance Policies are not Executory Contracts; and (ii) include findings of the Bankruptcy Court with respect to the transfer and preservation of value of the GUC Trust Insurance Rights and GUC Trust Insurance Policies, as applicable.

***Section 7.8 Reservation of Rights***

(a) None of the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejection Schedule, the assumption or assumption and assignment of any Executory Contract or Unexpired Lease, nor anything contained in this Plan shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Debtor or Post-Emergence Entity has any liability thereunder. If there is a dispute

regarding whether a contract or lease is or was an Executory Contract or Unexpired Lease, as applicable, at the time of assumption or rejection, the Debtors or Purchaser Entities, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

(b) Except as otherwise explicitly provided in this Plan, nothing in this Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, counter-claims, Causes of Action, or any other rights of the Debtors or the Post-Emergence Entities, as applicable, under any contract or lease, whether or not such contract or lease is an Executory Contract or Unexpired Lease.

(c) Except as otherwise explicitly provided in this Plan, nothing in this Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Post-Emergence Entities under any contract or lease, whether or not such contract or lease is an Executory Contract or Unexpired Lease.

***Section 7.9 Contracts and Leases Entered Into After the Petition Date***

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed or assumed and assigned, as applicable, by such Debtor, will be performed by such Debtor, the applicable Purchaser Entity, or an assignee of the foregoing, as applicable, in the ordinary course of business. Accordingly, such contracts and leases (including any assumed or assumed and assigned, as applicable, Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

***Section 7.10 Modifications, Amendments, Supplements, Restatements, or Other Agreements***

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed or assumed and assigned, as applicable, shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease and any other documents or agreements related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under this Plan. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by any of the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## ARTICLE VIII

### DISTRIBUTIONS

#### *Section 8.1 Distributions Generally*

(a) Except as otherwise provided in this Plan, Distributions under this Plan shall be made only to holders of Allowed Claims (*provided, that*, Trust Channeled Claims shall be Allowed in accordance with the applicable Trust Documents).

(b) Except as otherwise provided in this Plan, Distributions to holders of Allowed Claims shall be made to holders of record as of the Distribution Record Date by the applicable Disbursing Agent: (i) to the signatory set forth on any Proof of Claim filed by such holder or other representative identified therein (or at the last known address(es) of such holder if no Proof of Claim is filed or if the Debtors have not been notified in writing of a change of address); (ii) at the addresses set forth in any written notices of address changes delivered to the Debtors or the applicable Disbursing Agent after the date of any related Proof of Claim was filed; (iii) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the applicable Disbursing Agent has not received a written notice of a change of address; (iv) on any counsel that has appeared in the Chapter 11 Cases on the holder's behalf; (v) at the addresses reflected in the Debtors' books and records; or (vi) as set forth in the applicable Trust Documents (*provided, that*, nothing in the Trust Documents shall impose any additional obligations on the Debtors or the Post-Emergence Entities with respect to obtaining or providing the addresses or similar information, or otherwise making or facilitating Distributions, with respect to holders of Trust Channeled Claims except, with respect to the Purchaser Entities, as set forth in Section 6.2(h) of this Plan); *provided, that*, any Allowed Administrative Expense Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases, or assumed by the Debtors prior to the Effective Date, shall be paid or performed in the ordinary course of business by the applicable Post-Emergence Entity.

(c) Notwithstanding any provision of this Plan to the contrary, Distributions to holders of Allowed Notes Claims shall be made to or at the direction of the applicable Indenture Trustee as Disbursing Agent (to the extent such Indenture Trustee is a Disbursing Agent) in accordance with this Plan and the applicable debt documents, except, with respect to Distributions to holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims, as set forth in the GUC Trust Documents. The Indenture Trustees shall not incur any liability whatsoever on account of any Distributions under this Plan except for gross negligence or willful misconduct.

(i) All Distributions to be made to holders of Allowed First Lien Notes Claims shall be distributed through the facilities of DTC (whether by means of book-entry exchange, free delivery, or otherwise), and the First Lien Notes Indenture Trustee will be entitled to recognize and deal for all purposes under this Plan with the holders of First Lien Notes to the extent consistent with the customary practices of DTC to the extent the Distributions are "DTC-eligible," and as provided for under the Indentures. Distributions to holders of Allowed First Lien Notes Claims that are not "DTC-eligible" shall be made by, or at the direction of, the First Lien Notes Indenture Trustee.

(ii) Distributions to be made to holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims may be made through the facilities of DTC, and the Second Lien Notes Indenture Trustee and the Unsecured Notes Indenture Trustees may transfer or direct the transfer of such Distributions directly through the facilities of DTC (whether by means of book-entry exchange, free delivery, or otherwise), and will be entitled to recognize and deal for all purposes under this Plan and the GUC Trust Documents with the holders of Second Lien Notes and Unsecured Notes, as applicable, to the extent consistent with the customary practices of DTC and the terms of the GUC Trust Documents. Such Distributions shall be subject in all respects to the rights of the Second Lien Notes Indenture Trustee and the Unsecured Notes Indenture Trustees to assert the applicable Indenture Trustee Charging Lien.

(d) Notwithstanding any provision in this Plan or otherwise to the contrary, Distributions to holders of Trust Channeled Claims that are not Notes Claims shall be governed by, and made in accordance with, the applicable Trust Documents.

(e) Notwithstanding any provision in this Plan to the contrary, Distributions to holders of Allowed First Lien Credit Agreement Claims shall be made to or at the direction of the First Lien Agent. The First Lien Agent (i) shall be deemed a “Disbursing Agent” for purposes of making Distributions to holders of Allowed First Lien Credit Agreement Claims in accordance with the terms and conditions of this Plan and the applicable debt documents; (ii) may transfer or direct the transfer of such Distributions directly in accordance with customary and/or past practice (including with respect to any disbursements made during the pendency of the Chapter 11 Cases pursuant to the Cash Collateral Order); and (iii) will be entitled to recognize and deal with, for all purposes under this Plan, holders of First Lien Claims, to the extent consistent with the customary and/or past practices; *provided, that*, the First Lien Agent shall not incur any liability whatsoever on account of any Distributions under this Plan except for those acts or omissions of the First Lien Agent arising out of the First Lien Agent’s gross negligence or willful misconduct.

(f) Except with respect to any Indenture Trustee Charging Lien, Distributions under this Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each holder of an Allowed Claim shall have and receive the benefit of the Distributions in the manner set forth in this Plan. None of the Debtors, the Post-Emergence Entities, nor the applicable Disbursing Agent shall incur any liability whatsoever on account of any Distributions under this Plan except for gross negligence, willful misconduct, or intentional fraud.

### ***Section 8.2 Distribution Record Date***

On the applicable Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes made to reflect any new record holders of any Claims or Interests and the Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after such Distribution Record Date; *provided, however, that*, this Section 8.2 shall not apply with respect to any Trust Channeled Claims that are not Notes Claims, the holders of which shall receive Distributions in accordance with the provisions of the applicable

Trust Documents. In addition, with respect to payment of any Cure Amounts or assumption disputes, the Debtors, the Post-Emergence Entities, and the Disbursing Agent shall not have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the close of business on the applicable Distribution Record Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

### ***Section 8.3 Date of Distributions***

Except (a) with respect to Trust Channeled Claims; and (b) as otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, on the next Distribution Date, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim shall receive the full amount of the Distributions that this Plan provides for Allowed Claims in the applicable Class and in the manner provided herein. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, Distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VIII hereof. Except as otherwise provided herein, holders of Claims shall not be entitled to interest, dividends, or accruals on the Distributions provided for herein, regardless of whether such Distributions are delivered on or at any time after the Effective Date.

### ***Section 8.4 Fractional Shares and Cash Distributions***

Notwithstanding any other provision of this Plan to the contrary, the Debtors, the Post-Emergence Entities and/or any Disbursing Agent shall not be required to make Distributions of fractional shares of Purchaser Equity (and no Cash shall be distributed in lieu of such fractional amounts) or Distributions or payments of fractions of dollars. When any Distribution that would otherwise result in the issuance of Purchaser Equity under this Plan, including pursuant to the terms of the Rights Offerings, that is not a whole number, the Purchaser Equity subject to such Distribution shall be rounded to the next higher or lower whole number as follows: (a) fractions equal to or greater than one-half shall be rounded to the next higher whole number; and (b) fractions less than one-half shall be rounded to the next lower whole number. The total number of authorized shares of Purchaser Equity to be distributed to holders of Allowed Claims shall be adjusted as necessary to account for the foregoing rounding. For Distribution purposes (including rounding), DTC will be treated as a single holder. Whenever any payment of Cash of a fraction of a dollar pursuant to this Plan would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down. For the avoidance of doubt, this Section 8.4 shall not apply with respect to Distributions on account of Trust Channeled Claims, which shall be governed by the terms of the applicable Trust Documents.

***Section 8.5 Disbursing Agent***

Except as otherwise provided herein, all Distributions under this Plan to be made on the Effective Date shall be made by (a) the Debtors, the applicable Post-Emergence Entities, or the Plan Administrator, as applicable, as Disbursing Agent; or (b) such other Person designated by the Debtors or the Post-Emergence Entities, as applicable, as Disbursing Agent; *provided, that*, notwithstanding any provision of this Plan to the contrary, Distributions to (i) holders of First Lien Credit Agreement Claims shall be made to or at the direction of the First Lien Agent; and (ii) holders of First Lien Notes Claims shall be made to or at the direction of the First Lien Notes Indenture Trustee. As set forth herein, to the extent any Indenture Trustee makes any Distribution under this Plan, including with respect to holders of Second Lien Deficiency Claims and Unsecured Notes Claims, such Indenture Trustee shall be deemed a Disbursing Agent for purposes of this Plan in accordance with the Plan and the applicable Indentures subject, in each case, to the rights of the applicable Indenture Trustees to exercise the applicable Indenture Trustee Charging Lien (if applicable). The Disbursing Agent (including the First Lien Agent and any of the Indenture Trustees acting in such capacity) shall not be required to give a bond or other security in connection with the performance of any obligations under this Plan.

***Section 8.6 Rights and Powers of the Disbursing Agent***

Each Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder; (b) make all Distributions contemplated hereby; (c) employ professionals to represent it with respect to any responsibilities arising hereunder with respect to making Distributions; and (d) exercise such other powers (i) as may be vested in the applicable Disbursing Agent by order of the Bankruptcy Court (including any Final Order issued after the Effective Date), pursuant to this Plan; or (ii) as deemed by the applicable Disbursing Agent to be necessary and proper to implement the provisions hereof.

***Section 8.7 Expenses of Disbursing Agent***

Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of Purchaser Parent (to the extent the Purchaser Entities are not the applicable Disbursing Agent), any reasonable and documented fees and expenses incurred by the Disbursing Agent acting in such capacity (including reasonable documented attorneys' fees and expenses) on or after the Effective Date (including the First Lien Agent and any Indenture Trustee acting in such capacity) shall be paid in Cash by the Purchaser Entities. This Section 8.7 shall not apply to post-Effective Date expenses of any Trustee or any Person(s) retained by such Trustees, which shall be governed by the applicable Trust Documents.

***Section 8.8 Distributions on Account of Claims Allowed After the Effective Date***

(a) Payments and Distributions on Disputed Claims

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

(b) Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in this Plan and except as may be agreed to by the Debtors or the applicable Post-Emergence Entities (as applicable), on the one hand, and the holder of a Disputed Claim, on the other hand, no partial payments and no partial Distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement, stipulation, or Final Order. For the avoidance of doubt, this Section 8.8 shall not apply with respect to Trust Channeled Claims, and any disputes with respect to any Trust Channeled Claims shall be governed by the applicable Trust Documents.

***Section 8.9 Undeliverable or Unclaimed Distributions***

(a) In the event that any Distribution to any holder is returned as undeliverable or unclaimed and remains payable, no Distribution to such holder shall be made unless and until such holder entitled thereto accepts such Distribution, at which time such Distribution shall be made as soon as practicable after such Distribution has become deliverable to or has been claimed by such holder without interest; *provided, however, that*, such Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and forfeited at the expiration of six months from the applicable Distribution Date. After such date, all “unclaimed property” or interests in property shall revert to the Purchaser Entities (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), and the Claim of any holder to such property shall be discharged and forever barred. The Post-Emergence Entities and the Disbursing Agent (if other than the Purchaser Entities) shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors’ books and records and the Bankruptcy Court’s filings.

(b) A Distribution shall be deemed unclaimed if a holder has not: (i) accepted a particular Distribution or, in the case of Distributions made by check, negotiated such check; (ii) given notice to the Purchaser Entities of an intent to accept a particular Distribution; (iii) responded to requests made by the Debtors or the Purchaser Entities, as applicable, for information necessary to facilitate a particular Distribution (including, but not limited to, the provision of the appropriate tax form (Form W-9 or, if applicable, Form W-8)) within the time periods specified herein; or (iv) taken any other action necessary to facilitate such Distribution.

(c) For the avoidance of doubt, this Section 8.9 shall not apply with respect to any Distribution on account of a Trust Channeled Claim, and the treatment of any unclaimed

Distributions on account of Trust Channeled Claims shall be governed by the applicable Trust Documents.

***Section 8.10 Withholding and Reporting Requirements***

In connection with this Plan and all instruments issued in connection therewith, any Person issuing any instrument or making any Distribution or payment in connection therewith shall comply with all applicable withholding, remittance, and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions under this Plan shall be subject to any such withholding or reporting requirements.

***Section 8.11 Setoffs***

Except as set forth herein, and except with respect to Distributions to the Trusts, the Debtors and the Post-Emergence Entities may set off from the Distributions called for under this Plan on account of any Allowed Claim, an amount equal to any Claims, rights, and Causes of Action of any nature that the Debtors or the Post-Emergence Entities may hold against the holder of any such Allowed Claim. Neither the failure to effect such a setoff nor the Allowance of any Claim under this Plan shall constitute a waiver or release by the Debtors or the Post-Emergence Entities of any such Claims, rights, or Causes of Action that the Debtors or the Post-Emergence Entities may possess against any such holder, except as specifically provided herein. In no event shall any holder of Claims be entitled to set off any Claim against any Claim, right, or Cause of Action of the Debtors or the Post-Emergence Entities, as applicable, unless such holder has filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise. For the avoidance of doubt, (a) this Section 8.11 shall not apply with respect to any Distribution from a Trust on account of any Trust Channeled Claim, which shall be governed by the applicable Trust Documents; and (b) nothing herein shall impact the Settling Co-Defendants' Defensive Rights pursuant to the DMP Stipulation (including section 6 thereof) and the DMP Order.

***Section 8.12 Recoupment***

In no event shall any holder of a Claim or Interest be entitled to recoup any Claim or Interest against any Claim, right, or Cause of Action of the Debtors or the Post-Emergence Entities (including any Claim, right, or Cause of Action assigned to the GUC Trust), as applicable, unless such holder has actually performed such recoupment and provided notice thereof in writing to the Debtors on or before the Effective Date, notwithstanding any indication in any Proof of Claim asserting such Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

***Section 8.13 Reimbursement or Contribution***

If a Claim for reimbursement or contribution of an Entity is Disallowed by the Bankruptcy Court pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that

such Claim is contingent as of the Effective Date, such Claim shall be forever Disallowed, notwithstanding section 502(j) of the Bankruptcy Code, unless, prior to the Effective Date (a) such Claim has been adjudicated as noncontingent; or (b)(i) the relevant holder of such Claim has filed a noncontingent Proof of Claim on account of such Claim; and (ii) the Bankruptcy Court has entered a Final Order determining such Claim as no longer contingent.

***Section 8.14 Claims Paid or Payable by Third Parties***

(a) Claims Paid by Third Parties

Other than Distributions to the Trusts as otherwise set forth herein, the Debtors or the applicable Post-Emergence Entities, as applicable, shall reduce in part or in full a Claim to the extent that the holder of such Claim receives payment in part or in full on account of such Claim from a party other than the Debtors or Purchaser Entities. To the extent a holder of a Claim receives a distribution on account of such Claim from a party other than the Debtors or the Purchaser Entities, such holder shall, within two weeks of receipt thereof, repay or return the amount of such Distribution to the applicable Purchaser Entity, to the extent the holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such Distribution under this Plan. For the avoidance of doubt, this Section 8.14(a) shall not apply with respect to Distributions made to the Trusts.

(b) Insurance Claims

Solely with respect to Non-GUC Trust Insurance Policies, to the extent that one or more of the Debtors' insurers satisfies in full or in part a Claim, immediately upon such insurers' satisfaction thereof, such Claim may be expunged or reduced, as appropriate, without an objection to the Claim having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Applicability of Insurance Policies

Solely with respect to Non-GUC Trust Insurance Policies, to the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim, except as otherwise provided in this Plan, Distributions to holders of such Allowed Claims shall be made in accordance with the provisions of any applicable Non-GUC Trust Insurance Policy; *provided, however, that*, no such Distribution shall affect the GUC Trust Insurance Rights or the rights provided to the GUC Trust in connection with the GUC Trust Litigation Consideration. Except as provided in Article X of this Plan, nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Person may hold against any other Person, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers. For the avoidance of doubt, this Section 8.14 shall not apply to GUC Trust Insurance Policies, GUC Trust D&O Insurance Policies, or Trust Channeled Claims.

***Section 8.15 Allocations of Distributions Between Principal and Unpaid Interest***

Except as otherwise required by law, distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for United States federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

***Section 8.16 No Postpetition Interest on Claims***

Unless otherwise specifically provided for in this Plan, the PSA, the Cash Collateral Order, the Confirmation Order, or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to sections 506(b) and 511 of the Bankruptcy Code), (a) postpetition interest shall not accrue or be paid on any Claims; and (b) no holder of any Claim or Interest shall be entitled to interest accruing on or after the Petition Date with respect to any Claim.

***Section 8.17 Means of Cash Payment***

Payments of Cash made pursuant to this Plan and the PSA shall (a) be in United States dollars; and (b) be made, at the option of the Disbursing Agent, by checks drawn on or wire transfers from an account at a domestic bank selected by the applicable Disbursing Agent. Cash payments with respect to non-U.S. Persons may be made in such funds and by such means as are necessary or customary in the applicable non-U.S. jurisdiction, in each case, at the option of the applicable Disbursing Agent.

***Section 8.18 No Distribution in Excess of Amount of Allowed Claim***

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive any Distribution on account of such Allowed Claim (including amounts received by such holder from other sources) in an amount excess of the Allowed amount of such Claim.

**ARTICLE IX**

**PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS**

***Section 9.1 Objections to Claims***

From and after the Effective Date, the Post-Emergence Entities (and the Plan Administrator on behalf of the Remaining Debtors) shall have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to any Administrative Expense Claims, Non-IRS Priority Tax Claims, and Priority Non-Tax Claims as permitted under this Plan, and the applicable Post-Emergence Entities (or the Plan Administrator on behalf of the applicable Remaining Debtors) may settle or compromise any Disputed Administrative Expense Claim, Disputed Non-IRS Priority Tax Claim, or Disputed Priority Non Tax Claim without approval of

the Bankruptcy Court. The Trustees, on behalf of their respective Trusts, shall have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to any of their respective Trust Channeled Claims as permitted under this Plan and the applicable Trust Documents, and the Trustees may settle or compromise any of their respective Trust Channeled Claims that are Disputed without approval of the Bankruptcy Court and in accordance with the applicable Trust Documents. On and after the Effective Date, each of the Debtors, the Post-Emergence Entities, and the Trusts, as applicable, shall have and retain any and all rights and defenses with respect to any Claim immediately before the Effective Date, except with respect to any Claim that is Allowed. Any objection to Claims shall be served and filed on or before the Claims Objection Deadline, as such deadline may be extended from time to time.

### ***Section 9.2 Allowance of Claims***

Except as expressly provided herein or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall be an Allowed Claim unless and until such Claim is deemed Allowed pursuant to this Plan, the Trust Documents (as applicable), or a Final Order, including the Confirmation Order (when it becomes a Final Order), Allowing such Claim.

### ***Section 9.3 Distributions After Allowance***

On the Distribution Date following the date that the order or judgment of the Bankruptcy Court Allowing any Disputed Claim becomes a Final Order, the applicable Disbursing Agent shall provide to the holder of such Allowed Claim the Distribution (if any) to which such holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim. For the avoidance of doubt, the foregoing shall not apply with respect to Trust Channeled Claims and any disputes with respect to any such Trust Channeled Claims, and the timing of any Distributions by any Trust on account of Allowed Trust Channeled Claims, shall be determined pursuant to the applicable Trust Documents.

### ***Section 9.4 Estimation of Claims***

The Debtors, the Post-Emergence Entities, and the Plan Administrator (on behalf of the Remaining Debtors), as applicable, may (a) determine, resolve, and otherwise adjudicate all contingent, unliquidated, and Disputed Claims in the Bankruptcy Court; and (b) at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim against any party or Person, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors, the Post-Emergence Entities, or the Plan Administrator (on behalf of the Remaining Debtors) as applicable, may elect to pursue any supplemental

proceedings to object to any ultimate distribution on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in this Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, objected to, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated. For the avoidance of doubt, this Section 9.4 shall not apply with respect to Trust Channeled Claims, which may be estimated and Allowed in the applicable amounts pursuant to the applicable Trust Documents and shall not be subject to estimation by the Debtors or the Post-Emergence Entities.

***Section 9.5 Amendments to Claims***

On or after the Confirmation Date, except as provided in this Plan or the Confirmation Order, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court and the applicable Post-Emergence Entities, the Plan Administrator (on behalf of the applicable Remaining Debtors), or the Trustees, as applicable.

***Section 9.6 Deadline to File Objections to Claims***

Objections to Claims, if any, shall be filed no later than the Claims Objection Deadline; *provided, however, that*, Trust Channeled Claims shall be Allowed or Disallowed in accordance with the applicable Trust Documents.

***Section 9.7 Dispute and Disallowance of Certain Co-Defendant Claims***

All Co-Defendant Claims that are not (a) Settling Co-Defendant Claims; or (b) Other General Unsecured Claims shall be deemed Disallowed pursuant to section 502(e) of the Bankruptcy Code. To the extent that any Co-Defendant Claim that is not a Settling Co-Defendant Claim is subsequently Allowed pursuant to section 502(j) of the Bankruptcy Code, such Allowed Co-Defendant Claim shall be subordinated pursuant to section 502(c) of the Bankruptcy Code and treated hereunder as a Subordinated, Recharacterized, or Disallowed Claim notwithstanding whether or not such Allowed Co-Defendant Claim would otherwise meet the definition of another type of Claim hereunder.

**ARTICLE X**

**SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

***Section 10.1 Compromise and Settlement of Claims, Interests, and Controversies***

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good faith compromise of (a) all Released

Claims; and (b) all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of this Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Post-Emergence Entities may compromise and settle Claims against them and Causes of Action against other Persons.

### ***Section 10.2 Debtor Releases***

(a) Notwithstanding anything contained in this Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Debtors, their Estates, and the Post-Emergence Entities are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor Released Party from any and all Released Claims. Notwithstanding anything herein to the contrary, the Debtor Releases do not release any post-Effective Date obligations of any Person or Entity under this Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement this Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in this Plan; *provided, however, that*, nothing in this Section 10.2 shall be construed to release (i) the GUC Trust Litigation Claims; or (ii) any Person or Entity from a claim for intentional fraud or willful misconduct, in each case, as determined by a Final Order.

(b) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Releases and, further, shall constitute the Bankruptcy Court's finding that the Debtor Releases are: (i) in exchange for the good and valuable consideration provided by the Debtor Released Parties, including, without limitation, the Debtor Released Parties' contributions to facilitating the Debtors' restructuring and the implementation of this Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, their Estates, or the Post-Emergence Entities asserting any Released Claim.

(c) In addition to the foregoing Debtor Releases, the Debtors shall release the applicable Claims against the Settling Co-Defendants set forth in, and in accordance with the terms of, the mutual releases by the Debtors, their Estates, and the Post-Emergence Entities, on the one hand, and the Settling Co-Defendants, on the other hand, in each case, as set forth in the DMP Stipulation. For the avoidance of doubt, any Releases with respect to Settling Co-Defendants shall be subject to the terms of the DMP Stipulation.

### ***Section 10.3 Non-GUC Releases***

(a) Notwithstanding anything contained in this Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Non-GUC Releasing Party is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. For the avoidance of doubt, no Non-GUC Releasing Party shall release any Excluded Party (including, solely with respect to any Non-GUC Release granted by any Specified Opioid Claimant Releasing Party, any Additional Opioid Excluded Parties).

(b) For the avoidance of doubt and without limitation of the foregoing, each holder of a State Opioid Claim and each holder of a Tribal Opioid Claim that (i) is a governmental unit (as defined in section 101(27) of the Bankruptcy Code) or a Tribe; and (ii) grants or is deemed to grant, as applicable, the Non-GUC Releases shall, in each case, be deemed to have released all Released Claims that have been asserted or are, or have been, assertible by (1) such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe in its own right, in its *parens patriae* or sovereign enforcement capacity, or on behalf, or in the name, of another Person; or (2) any other governmental official, employee, agent, or Representative acting or purporting to act in a *parens patriae*, sovereign enforcement, or quasi-sovereign enforcement capacity, or any other capacity, on behalf of such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe.

(c) Notwithstanding anything contained in this Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Non-GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. Notwithstanding anything herein to the contrary, the Non-GUC Releases do not release (i) any Excluded Party; (ii) any post-Effective Date obligations of any Person or Entity under this Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement this Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in this Plan; (iii) any GUC Trust Litigation Claim; (iv) any Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (v) with respect to the States, (1) any Regulatory Approval process required by the States (including their respective State agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any State statute or law by a governmental entity that has authority to bring a criminal action or proceeding or to adjudicate a Person's guilt or to set a convicted Person's punishment; or (3) any Claims or Causes of Action against (x) any Excluded Party; or (y) any party identified in clauses (j) or (l) of the definition of "Non-GUC Released Parties," in their capacities as such (and, solely with respect to such parties, any party identified in clauses (m) or (n) of the definition of "Non-GUC Released Parties"); *provided, that*, for the avoidance of doubt, the States shall not release any VOI-Specific Post-Emergence Entities of any Claims or Causes of Action relating to such entities' (A) compliance with the Voluntary Opioid Operating Injunction; and (B) acts occurring after the Effective Date; and (vi) with respect to the Canadian Provinces, (1) any Regulatory Approval

process required by the Canadian Provinces (including their respective agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any statute or law by a Governmental Authority that has authority to bring a criminal action or proceeding or to adjudicate a person's guilt or to set a convicted person's punishment; (3) any Claims or Causes of Action against any Excluded Party; or (4) the ability of each of the Canadian Provinces to legislate, regulate, or administer and enforce federal, provincial, or territorial legislation (including regulations) such as the Criminal Code, Food and Drugs Act, and the Controlled Drugs and Substances Act (*provided, that, such activity does not seek to recover civil damages, civil restitution, or other relief of the kind that was sought or could have been sought in the Canadian Provinces Class Action or in the Canadian Provinces McKinsey Action*).

(d) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Non-GUC Releases and, further, shall constitute the Bankruptcy Court's finding that the Non-GUC Releases are: (i) essential to the Confirmation of this Plan; (ii) consensually given in exchange for the good and valuable consideration provided by the Non-GUC Released Parties, including, without limitation, the Non-GUC Released Parties' contributions to facilitating the restructuring and implementation of this Plan and the Plan Transaction; (iii) a good faith settlement and compromise of the Released Claims; (iv) in the best interests of the Debtors and their Estates; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for hearing; and (vii) a bar to any of the Non-GUC Releasing Parties asserting any Released Claim.

#### ***Section 10.4 GUC Releases***

(a) Notwithstanding anything contained in this Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each GUC Released Party from any and all Released Claims. Notwithstanding anything herein to the contrary, (i) the GUC Releases do not release any (1) post-Effective Date obligations of any Person or Entity under this Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement this Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in this Plan; (2) GUC Trust Litigation Claim; or (3) Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (ii) none of the GUC Releasing Parties release or shall be deemed to release any GUC Trust Litigation Claim (and such Claims and Causes of Action are preserved, in each case, subject to the Covenant Not To Collect); and (iii) the Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims solely against the Excluded D&O Parties, and the failure of any recipient of any Claims solely against any Excluded D&O Party to agree to such covenant shall render any such transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims void *ab initio*. The Excluded D&O Parties are third-party beneficiaries with rights of enforcement with respect to the Covenant Not To Collect. For the avoidance of doubt, no GUC Releasing Party shall release or be deemed to release any GUC Trust Litigation Claims.

(b) Upon granting or being deemed to grant, as applicable, the GUC Releases, the GUC Releasing Parties shall be deemed to covenant (the “*Covenant Not To Collect*”) that (i) any recovery by the GUC Trust or any other GUC Releasing Party on account of any Claim or Cause of Action, direct or indirect, against an Excluded D&O Party including, in each case, by way of settlement or judgment, shall be satisfied solely by and to the extent of the proceeds of the GUC Trust D&O Insurance Policies; (ii) any party, including any GUC Trustee or Trustee of a Distribution Sub-Trust and all other GUC Releasing Parties, seeking to execute, garnish, or otherwise attempt to collect on any settlement of or judgment on account of Claims or Causes of Action against Excluded D&O Parties shall do so solely upon available insurance coverage, if any, from the GUC Trust D&O Insurance Policies; and (iii) the GUC Releasing Parties shall not otherwise attempt to collect, directly or indirectly, from the personal assets of any Excluded D&O Party. The Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims or Causes of Action against the Excluded D&O Parties and, in connection with any such transfer, the failure of a transferee to agree to the Covenant Not To Collect shall render such transfer void *ab initio*. Each of the Excluded D&O Parties are express third-party beneficiaries of this Covenant Not To Collect.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the GUC Releases and, further, shall constitute the Bankruptcy Court’s finding that the GUC Releases are: (i) in exchange for the good and valuable consideration provided by the GUC Released Parties, including, without limitation, the GUC Released Parties’ contributions to facilitating the Debtors’ restructuring and the implementation of this Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any GUC Releasing Party asserting any Released Claim.

### ***Section 10.5 Effect of Releases***

(a) Holders of Trust Channeled Claims shall have the option to grant or opt out of granting, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

(b) In addition to the amount of any Distribution to be provided by a Trust to a holder of an Allowed Trust Channeled Claim (other than a (i) Canadian Provinces Claim; (ii) State Opioid Claim; or (iii) Tribal Opioid Claim) that is a Non-GUC Releasing Party or a GUC Releasing Party, as applicable, such Non-GUC Releasing Party or GUC Releasing Party, as applicable, shall receive an additional payment in exchange for granting or being deemed to grant, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

### ***Section 10.6 Exculpation***

(a) Notwithstanding anything contained in this Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from, any Exculpated Claim, except for gross negligence, intentional fraud, or willful misconduct (to the extent such duty is imposed by

applicable non-bankruptcy law). For the avoidance of doubt, this exculpation shall be in addition to, and not in limitation of, the Releases and all other releases, indemnities (including the Indemnification Obligations), exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, the Debtors, their Estates, and the Post-Emergence Entities are not (i) exculpating any (1) Excluded Party; (2) TPG Party; (3) Insurance Advisor Party; (4) Additional Advisor Excluded Party; or (5) Additional Third-Party Excluded Party; or (ii) releasing any GUC Trust Litigation Claims.

(b) The Exculpated Parties have, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws and provisions of the Bankruptcy Code with regard to the solicitation of votes on, and Distribution of consideration (including securities) pursuant to, this Plan and, therefore, are not, and on account of such Distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such Distributions made pursuant to this Plan, including, in each case, any Distribution made by any Trust in accordance with this Plan and the applicable Trust Documents. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any claim relating to any post-Effective Date obligations of any Person under this Plan, any Restructuring Transaction, the Plan Transaction, or any Plan Document or other document, instrument, or agreement executed to implement this Plan.

### ***Section 10.7 Discharge of Claims and Termination of Interests***

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Distributions, rights, and treatment that are provided in this Plan shall be in full and final satisfaction, settlement, release, and discharge to the fullest extent permitted by section 1141 of the Bankruptcy Code, effective as of the Effective Date, of all Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against the Debtors or the Debtors' Estates or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim or Interest based upon such Claim, debt, right, or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such Claim, debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; (c) the holder of such a Claim or Interest has voted to accept this Plan; or (d) the holder of such Claim or Interest has voted or failed to vote to accept or reject this Plan. All Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code. All Entities shall be precluded from asserting any Claims against the Debtors, their Estates, the Post-Emergence Entities, their respective successors and assigns, and their respective Assets and properties, and any other Claims or Interests based upon any documents, instruments, or any act of omission,

transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Confirmation Order shall be a judicial determination (i) of the discharge of all Claims and Interests, subject to the Effective Date; and (ii) that no Claims shall be excepted from discharge under section 1141(d)(6) of the Bankruptcy Code.

***Section 10.8 Plan Injunction***

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, ANY OTHER PLAN DOCUMENT, OR ANY OTHER RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO Article X OF THIS PLAN, DISCHARGED PURSUANT TO SECTION 10.7 OF THIS PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 10.6 OF THIS PLAN, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE RELEASED PARTIES, INCLUDING, FOR THE AVOIDANCE OF DOUBT, IN EACH CASE, THE DEBTORS, THEIR ESTATES, THE POST-EMERGENCE ENTITIES, AND ANY OF THEIR ASSETS, AND THE EXCULPATED PARTIES, AS APPLICABLE: (A) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE ANY ACTION, EMPLOYMENT OF PROCESS, OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATES OF SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTORS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS, EXCEPT AS SET FORTH IN SECTION 10.9 OF THIS PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS Section 10.8 SHALL NOT ENJOIN THE GUC TRUST'S PURSUIT OF ANY GUC TRUST LITIGATION CLAIMS.

***Section 10.9 Channeling Injunction***

(a) In order to preserve and promote the resolutions contemplated by and provided for in this Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction and the releases set forth in Article X of this Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, upon the channeling of the Trust Channeled Claims, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Trust Channeled Claim shall be (x) deemed to release any Trust Channeled Claims held by such Persons against the Debtors and the Post-Emergence Entities; and (y) permanently and forever stayed, restrained and enjoined from

taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any of the Debtors or Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claim, including:

(i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, action, or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Trust Channeled Claims, against or affecting any of the Debtors or the Post-Emergence Entities, as applicable, or any property or interests in property of any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree, or other order against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(iii) creating, perfecting, or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any of the Debtors or the Post-Emergence Entities, as applicable, or the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to any Trust Channeled Claims;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any of the Debtors or Post-Emergence Entities, as applicable, or against the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to Trust Channeled Claims; and

(v) taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of this Plan or any Plan Document (including, for the avoidance of doubt, any Trust Document) with respect to any Trust Channeled Claims.

(b) Notwithstanding anything to the contrary in this Section 10.9 or the Confirmation Order, this Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of holders of Trust Channeled Claims to the treatment afforded to them under this Plan and the Plan Documents, including the rights of holders of Trust Channeled Claims to assert such Trust Channeled Claims solely in accordance with this Plan and the Trust Documents;

(ii) the rights of Persons to assert any Claim, debt, litigation, or liability for payment of Trust Operating Expenses against the applicable Trust;

(iii) the rights of any Person to assert any Claim, Cause of Action, debt, or litigation against any Excluded Party;

(iv) the rights of the GUC Trust to assert any GUC Trust Litigation Claims against any GUC Excluded Party, subject to the Covenant Not To Collect;

(v) the rights of the GUC Trust to pursue and enforce any GUC Trust Litigation Claims, including the GUC Trust Insurance Rights;

(vi) the Distribution Sub-Trusts from enforcing their respective rights against the GUC Trust under this Plan and the GUC Trust Documents;

(vii) the PPOC Trust from enforcing its rights against the Purchaser Entities under this Plan and the PPOC Trust Documents;

(viii) the PPOC Sub-Trusts from enforcing their respective rights against the PPOC Trust under this Plan and the PPOC Trust Documents; or

(ix) the Future PI Trust from enforcing its rights against the Purchaser Entities under this Plan and the Future PI Trust Documents.

(c) There can be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction, and nothing in this Plan or any Plan Document (including, for the avoidance of doubt, any Trust Document) shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with this Plan. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that this Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

(d) In the event that any Person takes any action that a Released Party or Exculpated Party, as applicable, believes violates the releases provided herein or the Channeling Injunction as it applies to any Released Party or Exculpated Party, as applicable, such Released Party or Exculpated Party, as applicable, shall be entitled to make an emergency application to the Bankruptcy Court for relief, and may proceed by contested matter rather than by adversary proceeding. The Bankruptcy Court shall have jurisdiction and authority to enter Final Orders in connection with any dispute over whether an action violates the releases provided herein or the Channeling Injunction. Upon determining that such a violation has occurred, the Bankruptcy Court, in its discretion, may award any appropriate relief against such violating Person.

***Section 10.10 Specified Debtor Insurer Injunction***

(a) Terms

In accordance with section 105(a) of the Bankruptcy Code, on the Effective Date, all persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim based on, arising out of, attributable to, or in any way connected with any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy (but not, for the avoidance of doubt, any Non-GUC Trust D&O Insurance Policy) shall be permanently enjoined from taking any action for purposes of directly or indirectly collecting, recovering, or receiving payment on account of any

such Claim, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, including:

(i) commencing, conducting, or continuing, in any manner, any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, (1) on account of any Claim based on, arising under, or attributable to a GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; or (2) on account of any rights of any Person under a “direct action” statute to proceed directly against any Specified Debtor Insurer;

(ii) enforcing, attaching, levying, collecting, or otherwise recovering, by any manner or means, any judgment, award, decree, or other order against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;

(iii) creating, perfecting, or enforcing, in any manner, any Lien of any kind against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against any obligation due to any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; and

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of this Plan applicable to any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy.

(b) Reservations

Notwithstanding anything to the contrary in Section 10.10(a), the provisions of this Specified Debtor Insurer Injunction:

(i) shall not (1) preclude the GUC Trust from pursuing any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy, or any other Claim that may exist under any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy against any Specified Debtor Insurer; or (2) enjoin the rights of the GUC Trust to prosecute any action based on or arising from the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies or the rights of the GUC Trust to assert any Claim, debt, obligation, Cause of Action for liability for payment against a

Specified Debtor Insurer based on or arising from the GUC Trust Insurance Policies, in all cases, including GUC Trust Litigation Claims;

(ii) are not issued for the benefit of any Specified Debtor Insurer, and no such insurer is a third-party beneficiary of this Specified Debtor Insurer Injunction; *provided, that*, this Specified Debtor Insurer Injunction shall not enjoin, impair or affect any Claims between or among unsettled Specified Debtor Insurers or any claims for reinsurance under reinsurance contracts or claims under retrocessional contracts between or among Specified Debtor Insurers, whether settled or unsettled;

(iii) shall not apply to any D&O Insured Person with respect to such D&O Insured Person's coverage under any GUC Trust D&O Insurance Policy; and

(iv) shall be subject in all respects to the terms of the DMP Stipulation.

(c) For the avoidance of doubt, this Section 10.10 shall not apply with respect to any Non-GUC Trust Insurance Policy, including any Non-GUC Trust D&O Insurance Policy, and no amendment to, or modification of, nor any proposed amendment to nor modification of, the Specified Debtor Insurer Injunction shall adversely impact (i) any Non-GUC Trust Insurance Policy; or (ii) the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).

(d) The GUC Trust shall have the sole and exclusive authority at any time, upon written notice to any insurer under any of the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies, to terminate, reduce or limit the scope of this Specified Debtor Insurer Injunction with respect to any Specified Debtor Insurer; *provided, however, that*, no modification shall affect the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).

(e) Any right, Claim or Cause of Action that a Specified Debtor Insurer may have been entitled to assert against any settling Specified Debtor Insurer but for this Specified Debtor Insurer Injunction, if any such right, Claim or Cause of Action exists under applicable non-bankruptcy law, shall become a right, Claim or Cause of Action solely as a setoff claim against the GUC Trust and not against or in the name of the settling Specified Debtor Insurer in question. Any such right, Claim or Cause of Action to which a Specified Debtor Insurer may be entitled shall be solely in the form of a setoff against any recovery of the GUC Trust from that settling Specified Debtor Insurer, and under no circumstances shall that Specified Debtor Insurer receive an affirmative recovery of funds from the GUC Trust or any settling Specified Debtor Insurer for such right, Claim or cause of action. In determining the amount of any setoff, the GUC Trust may assert any legal or equitable rights the settling Specified Debtor Insurer would have had with respect to any right, Claim or Cause of Action.

### ***Section 10.11 Voluntary Opioid Operating Injunction***

(a) From and after the date of entry of the Confirmation Order approving the Voluntary Opioid Operating Injunction, the business operations of the VOI-Specific Debtors and/or VOI-Specific Post-Emergence Entities, as applicable, and the business operations of any successors of either of the foregoing, in each case, relating solely to the manufacture and sale of VOI Opioid Products in the States and Territories shall be subject to the terms of the Voluntary Opioid Operating Injunction.

(b) The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities, as applicable, consent to the entry of a final judgment or consent order on the Effective Date effectuating all of the provisions of the Voluntary Opioid Operating Injunction in the state court in each of the Supporting Governmental Entities.

(c) After the Effective Date, the Voluntary Opioid Operating Injunction will be enforceable in the state court in each of the Supporting Governmental Entities. The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities agree 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 the Chapter 11 Cases or Confirmation.

### ***Section 10.12 Term of Injunctions or Stays***

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

### ***Section 10.13 Release of Liens***

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to or in connection with this Plan or any Plan Document, on the Effective Date and concurrently with the applicable Distributions made pursuant to this Plan and, in the case of any Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all guarantees, mortgages, deeds of trust, Liens, pledges, encumbrances, or other security interests against any property of the Estates shall be fully released and discharged, and all of the rights, titles, and interests of any holder of such guarantees, mortgages, deeds of trust, Liens, pledges, encumbrances, or other security interests shall revert to the applicable Post-Emergence Entities and their successors and assigns. For the avoidance of doubt, all guarantees, mortgages, deeds of trust, Liens, pledges, encumbrances, or other security interests against any property of the Estates shall be fully released and discharged on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code.

### ***Section 10.14 Subordinated Claims***

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective Distributions and treatments thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto (including as set forth in any of the Intercreditor Agreements), whether arising under general principles of equitable subordination, sections 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors, the applicable Post-Emergence Entities, the Plan Administrator (on behalf of the applicable Remaining Debtors), and the Trustees, as applicable, reserve the right to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto. This Plan constitutes the agreement of the Consenting First Lien Creditors, which agreement shall be effective as of the Effective Date, not to enforce, and to waive, any turnover, payment over, or transfer rights under the Intercreditor Agreements against any Prepetition Second Lien Secured Notes Parties (as defined in the Cash Collateral Order) in respect of any consideration to be received by such parties hereunder.

### ***Section 10.15 DMP Stipulation***

Each of the provisions in this Article X are subject to the terms of the DMP Stipulation and the DMP Stipulation Order. The incorporation of the DMP Stipulation and the DMP Stipulation Order into this Plan and the Confirmation Order shall not alter the scope of the discharge under this Plan; *provided, that*, any such discharge shall be consistent with all of the terms of the DMP Stipulation and the DMP Stipulation Order and, for the avoidance of doubt, the releases, discharges, and injunctions in this Plan with respect to holders of Settling Co-Defendant Claims shall not alter in any way the rights of the parties to the DMP Stipulation thereunder or under the DMP Stipulation Order. Notwithstanding anything to the contrary contained in this Plan or in any other Plan Document, Settling Co-Defendant Surviving Claims and Causes of Action shall not be considered Trust Channeled Claims and shall not be channeled to any Trust under this Plan. Pursuant to paragraph 3 of the DMP Stipulation, the Debtors are not transferring, assigning, or allocating any Causes of Action or Claims that are the subject of the releases set forth in the DMP Stipulation to any Person, including the Trusts created under this Plan, and all such Causes of Action or Claims shall be released as set forth in the DMP Stipulation and are not part of the GUC Trust Litigation Consideration; *provided, however, that*, the Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims may be transferred to a Purchaser Entity.

### ***Section 10.16 U.S. Government Parties Provisions***

(a) As to the U.S. Government Parties, nothing in this Plan or the Confirmation Order shall limit or expand the scope of discharge, release, or injunction to which the Debtors or the Post-Emergence Entities are entitled to under the Bankruptcy Code, if any, subject in all respects to the U.S. Government Resolution Documents, including the releases therein. The discharge, release, and injunction provisions contained in this Plan and the Confirmation Order are not intended, and shall not be construed, to bar the U.S. Government Parties from, subsequent to the Confirmation Order, pursuing any police or regulatory action except as otherwise set forth in the U.S. Government Resolution Documents; *provided, however, that*, the foregoing sentence shall not

(i) limit the scope of the discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code; or (ii) diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code.

(b) Notwithstanding anything contained in this Plan or the Confirmation Order to the contrary, but subject in all respects to the U.S. Government Resolution Documents, nothing in this Plan or the Confirmation Order shall discharge, release, impair, or otherwise preclude: (i) any liability to the U.S. Government Parties that is not a “claim” within the meaning of section 101(5) of the Bankruptcy Code; (ii) any Claim of the U.S. Government Parties arising on or after the Effective Date; (iii) any valid right of setoff or recoupment of the U.S. Government Parties against any of the Debtors; or (iv) any liability of the Debtors or the Post-Emergence Entities under police or regulatory statutes or regulations to the U.S. Government Parties as the owner, lessor, lessee, or operator of property that such entity owns, operates, or leases after the Effective Date. Nor shall anything in this Plan or the Confirmation Order: (1) enjoin or otherwise bar the U.S. Government Parties from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence; or (2) divest any court, commission, or tribunal of jurisdiction to determine whether any liabilities asserted by the U.S. Government Parties are discharged or otherwise barred by the Confirmation Order, this Plan, or the Bankruptcy Code. For the avoidance of doubt, nothing in this Plan or the Confirmation Order shall limit the releases contained in the U.S. Government Resolution Documents.

(c) Moreover, subject to the U.S. Government Resolution Documents, nothing in this Plan or the Confirmation Order shall release or exculpate any non-Debtor, including any Released Parties and/or Exculpated Parties, from any liability to the U.S. Government Parties, including but not limited to any liabilities arising under the Tax Code, the environmental laws, or the criminal laws against the Released Parties and/or Exculpated Parties, nor shall anything in this Confirmation Order or this Plan enjoin the U.S. Government Parties from bringing any claim, suit, action, or other proceeding against any non-Debtor for any liability whatsoever, subject in all respects to the U.S. Government Resolution Documents; *provided, however, that*, nothing in this Section 10.16(c) shall (i) limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code, or (ii) diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code.

## ARTICLE XI

### CONDITIONS PRECEDENT TO CONFIRMATION OF THIS PLAN AND THE EFFECTIVE DATE

#### *Section 11.1 Conditions Precedent to Confirmation of This Plan*

The following are conditions precedent to Confirmation of this Plan:

(a) the Confirmation Order, the Scheme, and this Plan shall be in form and substance acceptable to the Debtors and the Required Consenting Global First Lien Creditors and reasonably acceptable to the U.S. Government, the Endo EC, the Creditors’ Committee, the Opioid Claimants’ Committee, and the FCR; *provided, that*, with respect to any provisions (i) regarding the

implementation of the OCC Resolution, the UCC Resolution, and the FCR Resolution; or (ii) materially and adversely affecting (or, solely with respect to the Confirmation Order, adversely affecting) the constituencies or members of the Opioid Claimants' Committee, the Creditors' Committee, or the FCR, such provisions shall be in form and substance acceptable to the Opioid Claimants' Committee, the Creditors' Committee, or the FCR, as applicable; *provided, further, that*, (1) the Confirmation Order shall include a finding by the Bankruptcy Court that the sale of Assets to the Purchaser Entities pursuant to the PSA shall be free and clear of all Claims, Interests, Liens, encumbrances, or liabilities of any kind, including rights or Claims based on successor or transferee liabilities, in each case, other than to the extent provided in the PSA; and (2) the Confirmation Order shall incorporate the DMP Stipulation and the DMP Stipulation Order by reference;

(b) the RSA and the PSA shall be in full force and effect and shall not have been terminated, and the parties thereto shall be in compliance therewith;

(c) the Cash Collateral Order shall be in full force and effect and shall not have been terminated;

(d) the Disclosure Statement Order (in form and substance acceptable to the Debtors and the Required Consenting Global First Lien Creditors, and reasonably acceptable to the Committees and the FCR) shall have been entered and shall not have been reversed, stayed, amended, modified, dismissed, vacated, or reconsidered;

(e) the Rights Offering Order shall have been entered in form and substance acceptable to the Debtors and the Required Consenting Global First Lien Creditors and, with respect to any provisions (i) regarding the implementation of the GUC Rights Offering; or (ii) to the extent such provisions adversely affect the rights of the constituencies or members of the Creditors' Committee in respect of the GUC Rights Offering, the Creditors' Committee; and

(f) the Scheme Circular and the Plan Supplement, including all schedules, documents, supplements, and exhibits thereto, shall (i) have been filed in form and substance acceptable to the Debtors and the Required Consenting Global First Lien Creditors; *provided, that*, with respect to any provisions that materially and adversely affect the constituencies or members of the Opioid Claimants' Committee, the Creditors' Committee, the FCR, or the Endo EC, such provisions shall be in form and substance acceptable to the Opioid Claimants' Committee, the Creditors' Committee, the FCR, or the Endo EC, as applicable; *provided, further, that*, notwithstanding anything in this Section 11.1(f), the consent rights set forth in the definitions of the applicable Trust Documents shall govern solely with respect to such Trust Documents; (ii) be consistent in all material respects with the UCC Resolution, the OCC Resolution, the FCR Resolution, and the Public Opioid Distribution Documents; and (iii) be consistent in all material respects with the RSA.

### ***Section 11.2 Conditions Precedent to the Effective Date***

The following are conditions precedent to the Effective Date of this Plan:

(a) the Confirmation Order, which shall be in form and substance acceptable to the Debtors and the Required Consenting Global First Lien Creditors, and reasonably acceptable to the U.S. Government, the Endo EC, the Opioid Claimants' Committee, the Creditors' Committee, and the FCR, (*provided, that*, with respect to any provisions (i) regarding the implementation of the OCC Resolution, the UCC Resolution, and the FCR Resolution; or (ii) adversely affecting the constituencies or members of the Opioid Claimants' Committee, Creditors' Committee, the FCR, or the Endo EC, such provisions shall be in form and substance acceptable to the Opioid Claimants' Committee, the Creditors' Committee, the FCR, or the Endo EC, as applicable), shall have been entered by the Bankruptcy Court and shall be a Final Order and shall not be subject to any stay or subject to an unresolved request for revocation under section 1144 of the Bankruptcy Code;

(b) the Cash Collateral Order shall be in full force and effect and shall not have been terminated;

(c) the Scheme shall have been sanctioned by the Irish High Court;

(d) solely as it relates to the occurrence of the Effective Date in respect of the Canadian Debtors, the Canadian Plan Recognition Order shall have been granted by the Canadian Court, which Canadian Plan Recognition Order shall be (i) in form and substance acceptable to the Debtors and the Required Consenting Global First Lien Creditors; and (ii) a Final Order;

(e) the Debtors and the applicable Purchaser Entities shall have obtained all authorizations under any applicable law, consents, Regulatory Approvals, rulings, or documents that are necessary to implement and effectuate this Plan, including the Plan Transaction and any transactions contemplated hereby or by the PSA, including (i) any authorizations required under applicable antitrust law; and (ii) the sale of Assets to the Purchaser Entities pursuant to the PSA free and clear of all Claims, Interests, Liens, encumbrances, or liabilities of any kind (other than to the extent provided in the PSA). With respect to the Indian Subsidiaries, such "authorization" shall include the acknowledgement of filing of notice with the Competition Commission of India to the extent the "green channel" procedure is applicable in connection with the transfer of all membership interests of certain Debtors to certain Non-Debtor Affiliates and the transfer of all issued share capital or membership interests, as applicable, of certain Non-Debtor Affiliates, in each case, pursuant to the PSA, or, in all other cases, the approval of the Competition Commission of India in connection with the transactions contemplated hereby or by the PSA;

(f) the final version of this Plan and the Plan Documents, and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements, and exhibits thereto, shall be consistent with the RSA and acceptable to the Debtors and the Required Consenting Global First Lien Creditors; *provided, that*, with respect to any such documents not separately defined herein, any provisions in such documents that materially and adversely affect the constituencies or members of the Committees, the FCR, and the Endo EC, as applicable, shall be reasonably acceptable to the Committees, the FCR, or the Endo EC, as applicable; *provided, further, that*, notwithstanding anything in this Section 11.2(f), the consent rights set forth in the definitions of the applicable Trust Documents shall govern solely with respect to such Trust Documents;

(g) the Debtors shall have paid in full (i) all Fee Claims, subject to any applicable fee limitations, to the extent relating to prior periods through the Effective Date and approved by the Bankruptcy Court; and (ii) the Restructuring Expenses;

(h) no later than 10 Business Days prior to the Effective Date, the Debtors shall have deposited the Professional Fee Reserve Amounts in the Professional Fee Escrow Account;

(i) the RSA shall be in full force and effect and shall not have been previously terminated by the Debtors or the Ad Hoc First Lien Group in accordance with its terms and the Debtors and the Post-Emergence Entities, as applicable, shall have approved of or accepted any definitive documents contemplated by this Plan or any Plan Documents (including the Plan Supplement and the PSA) in accordance with their respective consent rights under the RSA;

(j) all conditions precedent to the consummation of the PSA (other than the occurrence of the Effective Date) shall have been satisfied or waived by the party or parties entitled to waive such conditions in accordance with the terms of the PSA;

(k) the PSA shall be in full force and effect and binding on all parties thereto and the execution of the Ancillary Agreements (as defined in the PSA) shall have occurred;

(l) the closing of the Plan Transaction pursuant to the PSA shall have occurred or shall be contemplated to occur simultaneously with the occurrence of the Effective Date;

(m) all actions, documents, certificates, and agreements necessary to implement this Plan, including the Plan Transaction, shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Authorities in accordance with applicable laws;

(n) the Trusts shall have been created by the execution of the applicable Trust Documents;

(o) (i) the U.S. Government Resolution Documents shall (1) have been or be deemed to be executed and delivered, and any conditions precedent to the effectiveness thereof shall have been satisfied or waived in accordance with the terms thereof; and (2) be in full force and effect and binding upon the applicable parties as set forth therein; and (ii) the U.S. District Court for the Eastern District of Michigan shall have accepted the Plea Agreement attached as Exhibit B to the *Notice of Filing of Agreements with United States Department of Justice* [Docket No. 3756] and shall have imposed a sentence consistent with the Agreed Disposition (as defined therein);

(p) the Exit Financing Documents shall (i) have been (or deemed to be) executed and delivered, and any conditions precedent to effectiveness therein have been satisfied or waived in accordance therewith; and (ii) be in full force and effect and binding upon the Purchaser Obligors and any other relevant parties as set forth in the Exit Financing Documents; and

(q) unless waived or terminated in accordance with the terms thereof or of this Plan, (i) the Rights Offering Order shall have been entered and be in full force and effect; (ii) the

applicable Rights Offering Documents shall have been or shall be deemed to be executed and delivered, and any conditions precedent to the effectiveness thereof as set forth therein shall have been satisfied or waived in accordance therewith; and (iii) all applicable payments, premiums, and fees due under the Rights Offering Documents (including the Backstop Premiums) shall have been paid or shall be paid contemporaneously with the occurrence of the Effective Date, in each case, in full, in Cash or in Purchaser Equity, as applicable.

### ***Section 11.3 Waiver of Conditions Precedent***

(a) Each of the conditions precedent to Confirmation of this Plan and to the Effective Date set forth in this Article XI, other than the condition precedent set specified in Section 11.2(c), may be waived without leave or order of the Bankruptcy Court if waived in writing by the Debtors with the consent of (i) the Required Consenting Global First Lien Creditors; (ii) the Opioid Claimants' Committee, solely with respect to (1) any conditions set forth in the PPOC Trust Documents; and (2) any items set forth in this Plan which are not documents, which require the consent of the Opioid Claimants' Committee; (iii) the Creditors' Committee, solely with respect to (1) any conditions set forth in the GUC Trust Documents; and (2) any items set forth in this Plan which are not documents, which require the consent of the Creditors' Committee; and (iv) the FCR, solely with respect to (1) any conditions set forth in the Future PI Trust Documents; and (2) any items set forth in this Plan which are not documents, which require the consent of the or the FCR, in each case, without leave of or order of the Bankruptcy Court; *provided, however, that, Section 11.2(g) and (h) may not be waived.* The conditions precedent specified in Section 11.2(c) may be waived in writing by the Required Consenting Global First Lien Creditors in their sole, absolute, and unfettered discretion. If any such condition precedent is waived pursuant to this Section 11.3 and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the "equitable mootness" doctrine, and the occurrence of the Effective Date shall foreclose any ability to challenge this Plan in any court. If this Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtors or Debtor for which this Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

### ***Section 11.4 Effect of Failure of a Condition***

If the Effective Date does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan, any Plan Document, or the Disclosure Statement shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any holders of Claims, or any other Person; (c) prejudice or be used in connection with or in opposition to the Debtors' pursuit of, or the Debtors' ability to pursue, any alternative restructuring structure or transaction; or (d) constitute a factual or legal

admission, acknowledgment, offer, or undertaking by the Debtors, any holders, or any other Person in any respect.

## ARTICLE XII

### MODIFICATION, REVOCATION, OR WITHDRAWAL OF THIS PLAN

#### *Section 12.1 Modification and Amendments*

Except as otherwise specifically provided herein, the Debtors reserve the right to modify this Plan (with the consent of the Required Consenting Global First Lien Creditors) as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in the RSA, section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and any restrictions on modifications set forth in this Plan or the Plan Documents, without additional disclosure pursuant to section 1125 of the Bankruptcy Code (except as otherwise ordered by the Bankruptcy Court), the Debtors expressly reserve their rights to alter, amend, or modify materially this Plan with respect to the Debtors one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify this Plan or remedy any defect or omission, or reconcile any inconsistencies in this Plan, the Disclosure Statement, the Confirmation Order, or any other Plan Documents in such matters as may be necessary to carry out the purposes and intent of this Plan; *provided, that*, such modification or amendment shall be reasonably acceptable to (a) the Creditors' Committee, solely to the extent such modification or amendment materially and adversely affects (or, solely with respect to the Confirmation Order, adversely affects) (i) the Creditors' Committee; (ii) the members or constituents thereof; (iii) holders of GUC Trust Channeled Claims; or (iv) the GUC Trust Consideration; (b) the Opioid Claimants' Committee, solely to the extent such modification or amendment materially and adversely affects (or, solely with respect to the Confirmation Order, adversely affects) (i) the Opioid Claimants' Committee; (ii) the members or constituents thereof; (iii) holders of Present Private Opioid Claims; or (iv) the PPOC Trust Consideration; (c) the FCR, solely to the extent such modification or amendment materially and adversely affects (or, solely with respect to the Confirmation Order, adversely affects) (i) the FCR; (ii) the constituents thereof; (iii) holders of Future PI Claims; or (iv) the Future PI Trust Consideration; and (d) the Endo EC, solely to the extent such modification or amendment materially and adversely affects (or, solely with respect to the Confirmation Order, adversely affects) the treatment of holders of State Opioid Claims. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court. The Ad Hoc First Lien Group, the Committees, and the FCR shall be provided notice (in advance, to the extent reasonably practicable) of all modifications to this Plan.

#### *Section 12.2 Effect of Confirmation on Modifications*

Entry of a Confirmation Order shall mean that all modifications or amendments to this Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure pursuant to section 1125 of the Bankruptcy Code or re-solicitation under Bankruptcy Rule 3019.

### ***Section 12.3 Revocation or Withdrawal of This Plan***

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if Confirmation or the occurrence of the Effective Date as to such Debtor does not occur, then, with respect to such Debtor: (a) this Plan shall be null and void in all respects; (b) any settlement, resolution, or compromise embodied in this Plan (including the fixing or limiting to an amount of any Claim or Interest or Class of Claims or Interests and including with respect to Trust Channeled Claims), assumption or rejection of Executory Contracts or Unexpired Leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall, in each case, be deemed null and void; and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person; (ii) prejudice in any manner the rights of such Debtor, any holders of Claims, or any other Person; (iii) prejudice or be used in connection with or in opposition to such Debtor's pursuit of, or such Debtor's ability to pursue, any alternative restructuring structure or transaction; or (iv) constitute a factual or legal admission, acknowledgment, offer, or undertaking by such Debtor, any holders, or any other Person in any respect; *provided, that*, any Restructuring Expenses paid as of the applicable date of revocation or withdrawal of this Plan, as applicable, shall not be subject to disgorgement or repayment other than pursuant to an order of the Bankruptcy Court.

## **ARTICLE XIII**

### **RETENTION OF JURISDICTION**

#### ***Section 13.1 Retention of Jurisdiction***

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, except as otherwise provided herein or as required by applicable federal law, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of or related to the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1124 of the Bankruptcy Code, including jurisdiction to:

(a) Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or Allowance of Claims; *provided, that*, with respect to Trust Channeled Claims, the foregoing shall be subject, in each case, to the provisions of the applicable Trust Documents;

(b) decide and resolve all matters related to the Fee Claims;

(c) resolve any matters related to: (i) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate any Claims arising therefrom, including Claims based on the Debtors' rejection of Executory Contracts or Unexpired Leases, Claims based on Cure Amounts pursuant to section 365

of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (ii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed or assumed and assigned, as applicable, including, for the avoidance of doubt, any contract with a non-Debtor counterparty which counterparty is a Co-Defendant or a Settling Co-Defendant (in each case, subject to the terms of this Plan); and (iii) any dispute regarding whether a contract or lease is or was an Executory Contract or Unexpired Lease, as applicable;

(d) ensure that Distributions to holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of this Plan;

(e) adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor (including, without limitation, *Endo Ventures Unlimited Company v. Taiwan Liposome Company, Ltd.* (Adv. Proc. No. 23-07031 (JLG))) that may be pending on the Effective Date;

(f) adjudicate, decide, or resolve any and all matters related to any Cause of Action, including, with respect to the GUC Trust Litigation Consideration and GUC Trust Channeled Claims, to the extent set forth in the GUC Trust Documents;

(g) adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

(h) resolve any avoidance or recovery actions under sections 105, 502(d), 542 through 551, and 553 of the Bankruptcy Code;

(i) resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the consummation, interpretation, or enforcement of this Plan or any Person's obligations incurred in connection with this Plan;

(j) issue injunctions, enter, and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation or enforcement of this Plan, including enforcing the Plan Injunction, the Channeling Injunction, and any other injunction issued pursuant to this Plan and the Confirmation Order;

(k) enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan, the Confirmation Order, and any agreements and documents in connection with or contemplated by this Plan, the Confirmation Order, the PSA, and the Disclosure Statement;

(l) enter and enforce any order providing for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

(m) resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the discharge, releases, injunctions, exculpations, indemnifications, and other provisions contained in this Plan and any other Plan Document and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

(n) resolve any cases, controversies, suits, disputes, Claims, or Causes of Action with respect to the repayment or return of any Distribution and/or the recovery of any additional amounts owed by any holder of a Claim or Interest for amounts not timely paid;

(o) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

(p) adjudicate any and all disputes arising from or relating to Distributions under this Plan; *provided, that*, any disputes arising from or relating to Distributions by a Trust shall be resolved and/or adjudicated pursuant to the applicable Trust Documents;

(q) adjudicate, decide, or resolve any and all disputes related to the Rights Offerings, the Backstop Commitment Agreements, the Exit Financing, the Trusts (except as provided in the Trust Documents), and any of the documents governing or contemplated by each of the foregoing;

(r) consider any modifications of this Plan to (i) remedy any defect or omission; or (ii) reconcile any inconsistency in this Plan and any order of the Bankruptcy Court (including the Confirmation Order or the Disclosure Statement);

(s) determine requests for payment of Claims and Interests entitled to priority under section 507 of the Bankruptcy Code;

(t) recover all Assets of the Debtors and property of the Estates, wherever located;

(u) enter a final decree closing each of the Chapter 11 Cases;

(v) resolve any dispute concerning whether a Person or Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any applicable Bar Date, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(w) subject to the U.S. Government Resolution Documents, hear and determine matters concerning state, local, and federal Taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code; *provided, that*, the Bankruptcy Court shall not have jurisdiction over the determination of the Tax liabilities of any Person other than the Debtors;

(x) enforce all orders previously entered by the Bankruptcy Court;

(y) hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(z) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, and any other Plan Document, including disputes arising under agreements, documents, or instruments executed in connection with the foregoing; and

(aa) determine any other matters that may arise in connection with or relating to the Plan, the PSA, the Disclosure Statement, the Confirmation Order, any other Plan Document, or any other agreement or document created in connection with the foregoing or contemplated hereby or by any of the foregoing.

(bb) All of the foregoing applies following the Effective Date; *provided, that*, from the Confirmation Date through the Effective Date, in addition to the foregoing, the Bankruptcy Court shall retain jurisdiction with respect to all other matters of this Plan that were subject to its jurisdiction prior to the Confirmation Date; *provided, further, that*, following the Effective Date, (i) the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement or other definitive documents that include jurisdictional, forum selection, and/or dispute resolution clauses referring disputes thereunder to a court other than the Bankruptcy Court, and any disputes concerning such documents shall be governed in accordance with the applicable provisions thereof; (ii) the Bankruptcy Court shall not retain jurisdiction over matters arising out of or relating to each of the Exit Financing Documents, the Voluntary Opioid Operating Injunction, and the Corporate Governance Documents, which shall each be governed by the respective jurisdictional provisions therein or applicable thereto; (iii) in the event the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction, or is otherwise without jurisdiction over any matter arising in, arising under, or relating to the Chapter 11 Cases, including the matters set forth in this Article XIII, the provisions of this Article XIII shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

#### ***Section 14.1 Immediate Binding Effect***

Subject to Article XI of this Plan, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or any other Bankruptcy Rule, upon the occurrence of the Effective Date, the terms of this Plan, the Plan Supplement, and all other Plan Documents shall be immediately effective and enforceable and deemed binding upon the Debtors, their Estates, the Post-Emergence Entities, the Trusts, and any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are Impaired under this Plan and whether holders of such Claims or Interests have accepted or are presumed to have accepted or rejected or deemed to reject this Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Person acquiring property under this Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases.

#### ***Section 14.2 Statutory Fees***

All Statutory Fees due and payable prior to the Effective Date shall be paid by the Debtors or the applicable Post-Emergence Entities. On and after the Effective Date, the applicable Post-Emergence Entities shall pay any and all Statutory Fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S.

Trustee. Each Debtor or Post-Emergence Entity, as applicable, shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's, or Post-Emergence Entity's, as applicable, Chapter 11 Case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

***Section 14.3 Request for Expedited Determination of Taxes***

The Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

***Section 14.4 Additional Documents***

On or before the Effective Date and subject to the terms of this Plan, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtors, the Post-Emergence Entities, and the Plan Administrator (on behalf of the Remaining Debtors), as applicable, the Trusts, all holders of Claims or Interests, and all other parties in interest in the Chapter 11 Cases shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

***Section 14.5 Reservation of Rights***

This Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of this Plan, the Plan Supplement, any other Plan Document, any statement or provision contained in this Plan, nor any action taken or not taken by any Debtor with respect to this Plan, the Disclosure Statement, the Plan Supplement, or any other Plan Document shall be or shall be deemed to be a factual or legal admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests before the Effective Date.

***Section 14.6 Successors and Assigns***

The rights, benefits, and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiary, or guardian, if any, of each such Person.

***Section 14.7 No Successor Liability***

Except as otherwise expressly provided in this Plan, the PSA, or the Confirmation Order, each of the Remaining Debtors, the Purchaser Entities, and the Trusts (other than the GUC Trust solely for purposes of pursuing the GUC Trust Litigation Claims), (a) does not, and shall not be deemed to, assume, agree to perform, pay, or otherwise assume any responsibility for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the Debtors' operations or Assets prior to the Effective Date; (b) is not, shall not be, and shall not be deemed to

be, a successor to the Debtors by reason of any theory of law or equity, or responsible for the knowledge or conduct of any Debtor prior to the Effective Date; and (c) shall not have any successor or transferee liability of any kind or character.

***Section 14.8 Service of Documents***

(a) All pleadings, notices, requests, or other documents required by this Plan to be served or delivered shall be in writing (including by email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered, addressed as follows:

***If to the Debtors:***

Endo International plc  
1400 Atwater Drive  
Malvern, Pennsylvania 19355-60179  
Attention: Matthew Maletta (Maletta.Matthew@endo.com)  
Brian Morrissey (Morrissey.Brian@endo.com)

– and –

Skadden, Arps, Slate, Meagher & Flom LLP  
One Manhattan West  
New York, New York 10001  
Attention: Paul D. Leake (paul.leake@skadden.com)  
Lisa Laukitis (lisa.laukitis@skadden.com)  
Shana A. Elberg (shana.elberg@skadden.com)  
Evan A. Hill (evan.hill@skadden.com)

***If to the Ad Hoc First Lien Group:***

Gibson Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166  
Attention: Scott Greenberg (SGreenberg@gibsondunn.com)  
Michael J. Cohen (MCohen@gibsondunn.com)  
Joshua K. Brody (JBrody@gibsondunn.com)  
Christina M. Brown (christina.brown@gibsondunn.com)

***If to the Creditors' Committee:***

Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Attention: Kenneth H. Eckstein (keckstein@kramerlevin.com)  
Rachael L. Ringer (rringer@kramerlevin.com)  
David E. Blabey, Jr. (dblabe@kramerlevin.com)  
Megan M. Wasson (mwasson@kramerlevin.com)

***If to the Opioid Claimants' Committee:***

Cooley LLP  
55 Hudson Yards  
New York, NY 10001  
Attention: Cullen D. Speckhart, Esq. (cspeckhart@cooley.com)  
Summer M. McKee, Esq. (smckee@cooley.com)

– and –

Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
New York, NY 10036-6745  
Tel: (212) 872-1000  
Attention: Arik Preis (apreis@akingump.com)  
Mitchell P. Hurley (mhurley@akingump.com)  
Theodore James Salwen (jsalwen@akingump.com)  
Brooks Barker (bbarker@akingump.com)

2001 K Street NW  
Washington, DC 20006  
Attention: Kate Doorley (kdoorley@akingump.com)

***If to the FCR:***

Frankel Wyron LLP  
2101 L St., NW  
Suite 300  
Washington, D.C., 20037  
Attention: Roger Frankel, Esq. (rfrankel@frankelwyron.com)  
Richard H. Wyron, Esq. (rwyron@frankelwyron.com)

– and –

Young Conaway Stargatt & Taylor, LLP  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Attention: James L. Patton, Jr., Esq. (jpatton@ycst.com)  
Robert Brady, Esq. (rbrady@ycst.com)  
Edmon Morton, Esq. (emorton@ycst.com)

***If to the Endo EC:***

Pillsbury Winthrop Shaw Pittman LLP  
31 West 52nd Street  
New York, NY 10019  
Attention: Andrew Troop (andrew.troop@pillsburylaw.com)  
Hugh McDonald (hugh.mcdonald@pillsburylaw.com)  
Andrew Alfano (andrew.alfano@pillsburylaw.com)

(b) After the Effective Date, any pleading, notice, or other document required by this Plan or any Plan Document to be served or delivered to the Debtors or the Post-Emergence Entities shall be served in accordance with the notice of the entry of the Confirmation Order and the notice of the occurrence of the Effective Date, which shall be filed by the applicable Post-Emergence Entities in the Chapter 11 Cases on or as soon as reasonably practicable following the Effective Date.

(c) After the Effective Date, the applicable Post-Emergence Entities and the Plan Administrator (on behalf of the Remaining Debtors) may, in their sole discretion, notify Persons that, in order to continue receiving documents pursuant to Bankruptcy Rule 2002, such Persons must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the applicable Post-Emergence Entities are authorized to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons who have filed such renewed requests.

***Section 14.9 Entire Agreement***

On the Effective Date, this Plan, the Plan Supplement, the Confirmation Order, the other Plan Documents, and all documents contemplated by each of the foregoing, shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

***Section 14.10 Severability of Plan Provisions***

If, before Confirmation of this Plan, any term or provision of this Plan is held by the Bankruptcy Court or any other court exercising jurisdiction to be invalid, void, or

unenforceable, the Bankruptcy Court or such other court exercising jurisdiction shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination of, and shall provide that, each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section 14.10, is (a) valid and enforceable pursuant to its terms; (b) integral to this Plan and may not be deleted or modified without the consent of the Debtors or the applicable Post-Emergence Entities (as the case may be) and the Required Consenting Global First Lien Creditors; and (c) nonseverable and mutually dependent.

#### ***Section 14.11 Exhibits***

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in this Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be available (a) at the Bankruptcy Court's website at <https://ecf.deb.uscourts.gov>; or (b) on the Debtors' case website at <https://restructuring.ra.kroll.com/Endo>.

#### ***Section 14.12 Waiver or Estoppel***

Each holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in this Plan, the Disclosure Statement, the RSA, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

#### ***Section 14.13 Votes Solicited in Good Faith***

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors, and their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors (including any Persons in any analogous roles under applicable law), advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Plan securities offered and sold under this Plan, and, therefore, will have no liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan.

#### ***Section 14.14 Conflicts***

Except as set forth in this Plan, to the extent that any provision of the Disclosure Statement or any order (other than the Confirmation Order) referenced in this Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing) conflicts with or is in any way inconsistent with any provision of this Plan, this Plan shall govern and control; *provided, that*, in the event of any conflict or inconsistency between the terms of this Plan and any Trust Documents, the terms of the applicable Trust Document shall control. To the extent that any provision of this Plan or the Plan Supplement conflicts with or is in any way inconsistent with any provision of the Confirmation Order, the Confirmation Order shall govern and control.

#### ***Section 14.15 Dissolution of the Committees; Termination of FCR Appointment***

(a) On the Effective Date, the Committees shall dissolve, and each of the members thereof and each Professional retained thereby shall be released and discharged from all rights, duties, responsibilities, and obligations arising from, or related to, the Debtors, their membership on such Committee, this Plan, or the Chapter 11 Cases; *provided, that*, following the Effective Date, the Committees shall continue in existence and have standing and a right to be heard for the following limited purposes: (i) with respect to any matters concerning any Fee Claims held or asserted by any Professional retained by the Committees; and (ii) any appeals of the Confirmation Order or other appeals to which the Committees are a party. For the avoidance of doubt, any amounts owed to any Professional retained by the Committees incurred pursuant to this Section 14.15(a) shall be paid by the Purchaser Entities; *provided, however, that*, any amounts incurred for the preparation and filing of any final fee applications shall be paid up to a maximum amount to be reasonably agreed in good faith (and which shall be based on all of the relevant facts and circumstances), between the Purchaser Entities and the applicable Committee prior to the Confirmation Hearing.

(b) On the Effective Date, the FCR's pre-Effective Date appointment pursuant to the FCR Order shall terminate, the FCR and each Professional retained by the FCR shall be released and discharged from all rights, duties, responsibilities, and obligations arising from, or related to, the Debtors, this Plan, or the Chapter 11 Cases; *provided, however, that*, following the Effective Date, the FCR shall have standing and a right to be heard for the following limited purposes: (i) with respect to any matters concerning any Fee Claims held or asserted by any Professionals retained by the FCR; and (ii) any appeals (1) of the Confirmation Order; or (2) to which the FCR is a party. For the avoidance of doubt, any amounts owed to any Professional retained by the FCR incurred pursuant to this Section 14.15(b) shall be paid by the Purchaser Entities; *provided, however, that*, any amounts incurred for the preparation and filing of any final fee applications shall be paid up to a maximum amount to be reasonably agreed in good faith (and which shall be based on all of the relevant facts and circumstances), between the Purchaser Entities and the FCR prior to the Confirmation Hearing.

#### ***Section 14.16 Committee Pre-Effective Date Budgets***

Beginning November 1, 2023, (a) the Opioid Claimants' Committee's hourly professionals shall be subject to the aggregate budget as set forth in the OCC Resolution Term

Sheet; and (b) the Creditors' Committee's hourly professionals shall be subject to the aggregate budget as agreed by the Creditors' Committee and the Required Consenting Global First Lien Creditors.

Dated: March 18, 2024

ENDO INTERNATIONAL PLC  
on behalf of itself and its Debtor affiliates

/s/ Mark Bradley  
Name: Mark Bradley  
Title: Chief Financial Officer

**Exhibit A**

**PSA**

[TO COME]

**THIS IS EXHIBIT "C"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

Court File No. \_\_\_\_\_

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

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

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

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

Applicant

**AFFIDAVIT OF DANIEL VAS  
(Sworn August 17, 2022)**

<b>I.</b>	<b>BACKGROUND .....</b>	<b>3</b>
<b>II.</b>	<b>OVERVIEW OF THE COMPANY .....</b>	<b>7</b>
	A. The Company's Business Segments .....	7
	(i) Branded Pharmaceuticals.....	7
	(ii) Sterile Injectables.....	8
	(iii) Generic Pharmaceuticals.....	8
	(iv) International Pharmaceuticals.....	8
	B. The Company's Major Customers .....	9
	C. Workforce .....	9
	D. Regulatory Matters.....	9
<b>III.</b>	<b>THE CANADIAN DEBTORS AND THE CANADIAN BUSINESS.....</b>	<b>10</b>
	A. The Canadian Debtors.....	10
	B. The Canadian Business.....	10
	C. Canadian Office and Employees.....	13
	D. Cash Management System and Intercompany Transactions .....	15
	E. Financial Position of the Canadian Debtors.....	17
	F. Regulatory Environment.....	18
	G. Integration of Canadian Debtors and Canadian Business.....	18

<b>IV.</b>	<b>THE COMPANY’S PREPETITION CAPITAL STRUCTURE AND CANADIAN SECURITY .....</b>	<b>21</b>
A.	The Company’s Debt Structure .....	21
B.	Canadian Guarantees and Security .....	23
	(i) First Lien Guarantees and Security .....	23
	(ii) Second Lien Notes Guarantees and Security .....	26
	(iii) Registry Searches .....	28
	(iv) Unsecured Notes .....	28
<b>V.</b>	<b>EVENTS PRECIPITATING THE CHAPTER 11 CASES .....</b>	<b>29</b>
A.	Declining Business Performance Leads to Overleveraged Capital Structure.....	29
B.	Unsustainable Litigation .....	32
	(i) Opioid Lawsuits .....	32
	(ii) Other Material Litigation .....	34
	(a) Generic Pricing Claims .....	34
	(b) Mesh Claims .....	35
	(c) Other Antitrust Claims .....	35
	(d) Ranitidine Claims.....	35
	(iii) The Canadian Litigation .....	36
	(a) The Canadian Opioid Lawsuits.....	37
	(b) The Canadian Price-Fixing Lawsuit .....	39
<b>VI.</b>	<b>PREPETITION NEGOTIATIONS.....</b>	<b>39</b>
A.	Prepetition Opioid Settlement Negotiations .....	41
B.	Negotiations with the Ad Hoc Groups.....	41
C.	The RSA and the Stalking Horse Bid .....	42
<b>VII.</b>	<b>THE DEBTORS’ PATH FORWARD .....</b>	<b>45</b>
<b>VIII.</b>	<b>RELIEF SOUGHT IN THE CANADIAN RECOGNITION PROCEEDINGS .....</b>	<b>47</b>
A.	Interim Order .....	47
B.	Recognition of Foreign Main Proceedings .....	48
C.	Recognition of First Day Orders.....	49
D.	Appointment of Information Officer .....	52
E.	Administration Charge.....	52
<b>IX.</b>	<b>CONCLUSION .....</b>	<b>53</b>

Court File No. \_\_\_\_\_

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

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

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

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

Applicant

**AFFIDAVIT OF DANIEL VAS  
(Sworn August 17, 2022)**

I, Daniel Vas, of the City of Pincourt, in the Province of Quebec, MAKE OATH  
AND SAY:

1. I am a director of Paladin Labs Inc. ("**Paladin**") and Paladin Labs Canadian Holding Inc. ("**Holdings**" and, together with Paladin, the "**Canadian Debtors**"). I am also the Executive Director of Finance of Paladin and have served in that position since 2020. I have been employed by Paladin since 2008 and have served in a number of finance roles prior to becoming Executive Director of Finance. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others or public sources. Where I have obtained information from others or public sources I have stated the source of that information and believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. This affidavit is sworn in support of an application made by Paladin, in its capacity as the proposed foreign representative, for the following relief pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "CCAA"):

- (a) an order (the "**Interim Order**"), among other things, granting a stay of proceedings (the "**Interim Stay**") in respect of the Canadian Debtors and certain affiliates that are named as defendants in litigation proceedings in Canada (the "**Canadian Litigation Defendants**") pending the determination of the relief set out below;
- (b) an order (the "**Initial Recognition Order**"), among other things:
  - (i) recognizing Paladin as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the cases (the "**Chapter 11 Cases**") commenced by Endo International plc and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"); and
  - (ii) recognizing the Chapter 11 Cases as a "foreign main proceeding" in respect of the Canadian Debtors; and
- (c) an order (the "**Supplemental Order**"), among other things:
  - (i) recognizing certain First Day Orders (as defined below) issued by the Bankruptcy Court in the Chapter 11 Cases;

- (ii) granting a stay of proceedings in respect of the Canadian Debtors and the Canadian Litigation Defendants;
- (iii) appointing KSV Restructuring Inc. (“**KSV**”) as information officer in respect of these proceedings (in such capacity, the “**Information Officer**”);  
and
- (iv) granting an Administration Charge over the assets and property of the Canadian Debtors in favour of Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer.

## **I. BACKGROUND**

3. The Canadian Debtors are part of a global specialty pharmaceutical group (“**Endo**” or the “**Company**”) that produces and sells both generic and branded products. Endo International plc (“**Endo Parent**”), the ultimate parent of Endo’s global enterprise, is an Irish publicly-traded company headquartered in Dublin, Ireland. Endo Parent trades on NASDAQ under the ticker “**ENDP**”.

4. While Endo’s global headquarters is in Ireland, the majority of its business is conducted in the United States. In 2021, Endo earned approximately 97% of its total consolidated revenue from customers in the United States. The Company’s United States headquarters is located in Malvern, Pennsylvania and its primary U.S. manufacturing facility is located in Rochester, Michigan. Endo’s executive leadership team is based at the Company’s U.S. headquarters in Pennsylvania and the vast majority of the Company’s workforce is based in the United States.

5. Paladin is Endo's Canadian operating company. Paladin sells specialty pharmaceutical products that it owns, licences or distributes to a variety of customers, including wholesalers, hospitals, governmental entities and pharmacies. Holdings is a holding company that owns all of the shares of Paladin. Both Paladin and Holdings are incorporated pursuant to the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 (the "CBCA"). Corporate profile reports for each of the Canadian Debtors are attached hereto as Exhibit "A".

6. An organizational chart of the Company is attached hereto as Exhibit "B".

7. The Canadian Debtors are integrated members of the broader Endo corporate group. Endo's senior leadership located in the United States exercises overarching strategic management and control of the entire corporate group, including the Canadian Debtors. The Canadian Debtors are guarantors of the Company's approximately \$8.15 billion in secured and unsecured existing funded indebtedness, which indebtedness I understand will be a primary focus of the Company's restructuring efforts in the Chapter 11 Cases.

8. Endo's financial performance has been negatively impacted by a confluence of factors necessitating a comprehensive restructuring solution. The Company has experienced a recent significant decline in revenues as a result of an adverse litigation outcome and increased generic competition relating to Vasostriect, 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.

<b>Debt Instrument (as defined herein)</b>	<b>Facility Type/Notes Series</b>	<b>Maturity Date</b>	<b>Approximate Outstanding Principal Amount (in US\$ millions)</b>
Revolving Credit Facility	Revolver	Various	\$277.2
Term Loan Facility	Term loan	Mar. 2028 <sup>1</sup>	\$1,975.0
First Lien Notes	5.875% Senior Secured Notes due 2024	Oct. 2024	\$300.0
	7.500% Senior Secured Notes due 2027	Apr. 2027	\$2,015.5
	6.125% Senior Secured Notes due 2029	Apr. 2029	\$1,295.0
Second Lien Notes	9.500% Senior Secured Second Lien Notes due 2027	July 2027	\$940.6
Unsecured Notes	5.375% Senior Notes due 2023	Jan. 2023	\$6.1
	6.00% Senior Notes due 2028	June 2028	\$1,260.4
	6.00% Senior Notes due 2025	Feb. 2025	\$21.6
	6.00% Senior Notes due 2023	July 2023	\$56.4
<b>Total:</b>			<b>\$8,147.8</b>

66. As of the Petition Date, the Company’s consolidated long-term debt obligations totalled approximately \$8.15 billion arising under:

- (a) a senior secured revolving credit facility (the “**Revolving Credit Facility**”) and a senior secured term loan facility (the “**Term Loan Facility**”) and, together with the Revolving Credit Facility, the “**Credit Facilities**”) pursuant to a credit agreement dated as of April 27, 2017 (as amended and restated from time to time, the “**Credit Agreement**”);
- (b) three series of first lien notes (collectively, the “**First Lien Notes**”);

<sup>1</sup> Subject to an earlier springing maturity if the aggregate principal amount outstanding of the 2027 Senior Secured Notes and the Second Lien Notes, in each case, is greater than or equal to \$500 million and such notes are not refinanced or repaid prior to the date that is 91 days prior to the stated maturity thereof.

- (c) one series of second lien notes (the “**Second Lien Notes**”); and
- (d) four series of unsecured notes (collectively, the “**Unsecured Notes**”).

67. The Credit Facilities and the First Lien Notes are secured on a *pari passu* basis by first-priority liens on and security interests in substantially all of the Company’s assets, including all proceeds thereof (the “**Prepetition Collateral**”).

68. The Second Lien Notes are secured by a second-priority lien on, and on a junior basis with respect to, the Prepetition Collateral.

## **B. Canadian Guarantees and Security**

69. The Canadian Debtors are guarantors of, and have granted security interests in their present and future property and assets to secure, the obligations under the Credit Facilities, the First Lien Notes and the Second Lien Notes. The Canadian Debtors are also guarantors, on an unsecured basis, of the obligations under the Unsecured Notes.

### *(i) First Lien Guarantees and Security*

70. The Company’s Revolving Credit Facility and Term Loan Facility are governed pursuant to the Credit Agreement among Endo Parent, Endo Luxembourg, as borrower, Endo LLC, as co-borrower, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent. After giving effect to an Amendment and Restatement Agreement dated as of March 25, 2021 (as more fully described in the First Day Declaration), the Credit Agreement provides for a \$1 billion Revolving Credit Facility (in total availability) and a \$2 billion Term Loan Facility.

71. The Canadian Debtors guaranteed the obligations under the Credit Agreement pursuant to a New York law governed Subsidiary Guaranty dated as of April 27, 2017, as reaffirmed pursuant to an acknowledgment and confirmation dated as of March 28, 2019 and an acknowledgment and confirmation dated as of March 25, 2021.

72. As more fully described in the First Day Declaration, certain of the Debtors issued the following First Lien Notes, with Computershare Trust Company, National Association acting as indenture trustee for each:

- (a) 6.125% Senior Secured Notes due 2029 issued by Endo Luxembourg and Endo U.S. Inc. and guaranteed by the guarantors pursuant to an indenture dated March 25, 2021;
- (b) 7.500% Senior Secured Notes due 2027 issued by Par Pharmaceuticals, Inc. and guaranteed by the guarantors pursuant to an indenture dated March 28, 2019; and
- (c) 5.875% Senior Secured Notes due 2024 issued by Endo Designated Activity Company (“**Endo DAC**”), Endo Finance LLC (“**Endo Finance**”) and Endo Finco Inc. (“**Endo Finco**”) and guaranteed by the guarantors pursuant to an indenture dated April 27, 2017.

73. The Canadian Debtors are parties to each of the foregoing indentures as guarantors.

74. Wilmington Trust, National Association acts as collateral trustee in respect of the collateral securing the Credit Facilities and the First Lien Notes (in such capacity, the “**First Lien Collateral Trustee**”) pursuant to a Collateral Trust Agreement dated as of April 27, 2017 (the “**First Lien**

**Collateral Trust Agreement**”). The First Lien Collateral Trust Agreement governs, among other things, the respective rights, interests and obligations of the Prepetition First Lien Secured Parties with respect to the Prepetition Collateral and covers certain other matters relating to the administration of security interests.

75. As security for the Credit Facilities and the First Lien Notes, the Canadian Debtors granted the following security to the First Lien Collateral Trustee:

- (a) the Canadian Debtors granted the First Lien Collateral Trustee a security interest in all of their present and future property and assets (subject to certain typical exceptions) pursuant to an Ontario law governed Canadian Pledge and Security Agreement dated as of April 27, 2017;
- (b) the Canadian Debtors hypothecated their present and future property and assets (subject to certain typical exceptions) in favour of the First Lien Collateral Trustee pursuant to a Quebec law governed Deed of Hypothec dated April 26, 2017;
- (c) Paladin delivered a short form, Ontario law governed Confirmatory Grant of Security Interest in Trademarks dated as of April 27, 2017 granting the First Lien Collateral Trustee a security interest in all of its trademarks and related assets; and
- (d) Paladin delivered a short form, Ontario law governed Confirmatory Grant of Security Interest in Patents dated as of April 27, 2017 granting the First Lien Collateral Trustee a security interest in all of its patents, patent applications and related assets.

(ii) Second Lien Notes Guarantees and Security

76. The Second Lien Notes are governed pursuant to an indenture dated as of June 16, 2020 (the “**Second Lien Indenture**”) among Endo DAC, Endo Finance and Endo Finco, as issuers, Endo Parent, the guarantors party thereto, and Wilmington Savings Fund Society, FSB, as trustee. The Canadian Debtors are parties to the Second Lien Indenture as guarantors.

77. Wilmington Trust, National Association acts as collateral trustee in respect of the collateral securing the Second Lien Notes (in such capacity, the “**Second Lien Collateral Trustee**”) pursuant to a Second Lien Collateral Trust Agreement dated as of June 16, 2020 (the “**Second Lien Collateral Trust Agreement**”). The Second Lien Collateral Trust Agreement governs, among other things, the interests and obligations of the holders of Second Lien Notes and the Second Lien Collateral Trustee with respect to the Prepetition Collateral and covers certain other matters relating to the administration of security interests.

78. As security for the Second Lien Debt, the Canadian Debtors granted the following security to the Second Lien Collateral Trustee:

- (a) the Canadian Debtors granted the Second Lien Collateral Trustee a security interest in all of their present and future property and assets (subject to certain typical exceptions) pursuant to an Ontario law governed Second Lien Canadian Pledge and Security Agreement dated as of June 16, 2020;
- (b) the Canadian Debtors hypothecated their present and future property and assets (subject to certain typical exceptions) in favour of the Second Lien Collateral

Trustee pursuant to a Quebec law governed Second Lien Deed of Hypothec dated June 15, 2020;

- (c) Paladin delivered a short form, Ontario law governed Confirmatory Grant of Security Interest in Trademarks dated as of June 16, 2020 granting the Second Lien Collateral Trustee a security interest in all of its trademarks and related assets; and
- (d) Paladin delivered a short form, Ontario law governed Confirmatory Grant of Security Interest in Patents dated as of June 16, 2020 granting the Second Lien Collateral Trustee a security interest in all of its patents, patent applications and related assets.

79. The First Lien Collateral Trustee, the Second Lien Collateral Trustee, the Prepetition Loan Parties, the Prepetition First Lien Notes Parties and the Prepetition Second Lien Notes Parties are parties to a New York law governed Intercreditor Agreement dated as of June 16, 2020 (the “**1L-2L Intercreditor Agreement**”) governing the relative rights, interests, obligations and priority of the Prepetition First Lien Secured Parties the Prepetition Second Lien Notes Secured Parties with respect to the Prepetition Collateral. The 1L-2L Intercreditor Agreement provides, among other things, that the First Priority Representative (as defined in the 1L-2L Intercreditor Agreement) will have the exclusive right to exercise rights and remedies with respect to the Prepetition Collateral on behalf of the First Priority Secured Parties. If the First Priority Representative consents to the use of Cash Collateral, then the Second Priority Representative (as defined in the 1L-2L Intercreditor Agreement) is deemed to agree, on behalf of itself and the other Second Priority Secured Parties, to the use of Cash Collateral.

(iii) Registry Searches

80. I am advised by Mr. Chadwick of Goodmans that lien searches were conducted under the applicable personal property lien registries in Ontario on August 9, 2022 and Quebec on August 12, 2022 (the “**Registry Searches**”). Goodmans has provided me with a summary of the Registry Searches, which is attached hereto as Exhibit “G”.

81. The Ontario and Quebec Registry Searches each disclose registrations against each of the Canadian Debtors in favour of the First Lien Collateral Trustee and the Second Lien Collateral Trustee. In addition, the Quebec Registry Searches disclose registrations against Paladin in favour of Element Fleet Lease Receivables L.P. (originally registered October 28, 2008) and CBSC Capital Inc. (originally registered November 29, 2017).

(iv) Unsecured Notes

82. Certain of the Debtors have issued the following Unsecured Notes with Wells Fargo Bank, N.A. acting as indenture trustee for each:

- (a) 5.375% Senior Notes due 2023 issued by Endo Finance and Endo Finco and guaranteed by the guarantors, pursuant to an indenture dated June 30, 2014;
- (b) 6.000% Senior Notes due 2025 issued by Endo DAC, Endo Finance and Endo Finco and guaranteed by the guarantors, pursuant to an indenture dated January 27, 2015;
- (c) 6.00% Senior Notes due 2023 issued by Endo DAC, Endo Finance and Endo Finco and guaranteed by the guarantors, pursuant to an indenture dated July 9, 2015; and

- (d) 6.00% Senior Notes due 2028 issued by Endo DAC, Endo Finance and Endo Finco and guaranteed by the guarantors, pursuant to an indenture dated June 16, 2020.

83. The Canadian Debtors are parties to the indentures and have guaranteed, on an unsecured basis, the Company's obligations under the Unsecured Notes.

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

## **V. EVENTS PRECIPITATING THE CHAPTER 11 CASES**

85. A confluence of factors has put downward pressure on the Company's financial performance and necessitated a comprehensive solution that may be achieved only through the Chapter 11 Cases and corresponding CCAA recognition proceedings. Principal among these factors are: (a) an adverse litigation outcome relating to Vasostrict – one of the Company's leading revenue generators over the last several years – that resulted in the early termination of federal patent protection for the product and the subsequent loss of substantial revenue; (b) a slower than expected growth for Xiaflex due to, among other factors, the COVID-19 pandemic; and (c) the litigation overhang on the Company from the thousands of lawsuits related to its marketing and sale of prescription opioids, including the Canadian Opioid Lawsuits (as described below).

### **A. Declining Business Performance Leads to Overleveraged Capital Structure**

86. The Company's recent financial performance has deteriorated. In connection with the Company's second quarter public filings, it reported an approximately 20% year-over-year decline in revenue and an approximately 53% decline in adjusted EBITDA. This decline was largely due

to the precipitous drop in sales of Vasoprost, which accounted for approximately 30% of the Company's 2021 revenue.

87. The drop in Vasoprost 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 Vasoprost 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 Vasoprost.

89. Consequently, the revenue from Vasoprost declined significantly. For the first half of this year, Vasoprost revenue declined 55% year-over-year. In the second quarter of this year, Vasoprost revenue declined by nearly 82% year-over-year. On a long-term basis, the Company expects Vasoprost sales to continue to fall.

90. Certain of the Company's physician administered products, including Xiaflex (the Company's flagship product in its Branded Pharmaceuticals' portfolio), have also experienced lower-than-expected sales volumes due to, among other things, the lower number of in-person patient office visits resulting from the COVID-19 pandemic, as well as and medical administrative

staff shortages in physicians' offices. These more recent trends have also dampened the future growth expectation for Xiaflex.

91. Due largely to the foregoing issues and those discussed below, the Debtors' existing capital structure has become unsustainable. As of June 30, 2022, the Company had approximately \$8.15 billion of funded debt outstanding, which is approximately 7-times its last twelve months of adjusted EBITDA and greater than 10-times its anticipated 2022 EBITDA, excluding capitalization of contingent liabilities that could potentially significantly increase such leverage figures. The Company's expected decline in profitability will further exacerbate the leverage issues facing the Company.

92. Additionally, the cost to service the Company's existing debt balance has constrained its ability to reinvest in its business. The Company currently spends over \$550 million per year on cash interest expense, and an additional \$20 million on mandatory debt amortization (excluding maturities). The cost of servicing such debt has limited the Company's free-cash flow available for operations and capital expenditures. In addition to the Company's already prohibitive debt service costs, approximately 28% of its debt is tied to floating interest rates. In an increasing interest rate environment, these floating interest rates further add to the Company's already elevated cash interest expense.

93. The Company operates in a highly competitive pharmaceutical space in which its competitors are constantly pursuing internal R&D, external acquisitions, and business development opportunities. Over the past couple of years, the Company's elevated leverage has constrained its ability to invest in its pipeline and pursue value enhancing development opportunities. As this is the lifeblood of any pharmaceutical company, the Company needs to

reduce its debt service burden and leverage in order to effectively compete for future opportunities. Thus, to emerge as a strong and sustainable enterprise that is able to compete, the Company must address the issues related to its overleveraged capital structure in a focused and constructive manner without disruption to its operations.

## **B. Unsustainable Litigation**

### *(i) Opioid Lawsuits*

94. Certain of the Debtors, including the Canadian Debtors, have been named as defendants in over 3,500 lawsuits seeking to hold such Debtors liable for their marketing and sale of certain FDA-approved opioid products (the “**Opioid Lawsuits**”), including, without limitation, Opana<sup>®</sup> and Opana<sup>®</sup> ER (together, the “**Opana Medications**”), which were approved by the FDA in 2006.

95. In 2016, the Company ceased promoting the Opana Medications and all other opioid products to healthcare providers in the U.S., eliminated its entire pain U.S. salesforce, and discontinued all research and development of new opioid products. Since June 2019, the Debtors have not sold any Opana Medications. Certain of the Debtors manufacture and sell generic opioid medication.

96. The majority of the Opioid Lawsuits are filed on behalf of governmental entities, including states, counties, municipalities and other political subdivisions; plaintiffs also include private hospitals, individuals seeking damages for alleged personal injuries, and third-party payors seeking damages for alleged economic injuries (collectively, the “**Opioid Plaintiffs**”). The overwhelming majority of the Opioid Lawsuits have been filed in the United States; eight have been filed in Canada as proposed class actions, which are described in further detail below. The Opioid

Lawsuits are primarily directed at the Company's historical marketing and sale of the Opana Medications, but some complaints include allegations about other products and/or opioid medications generally. The Opioid Plaintiffs assert a variety of claims, including, without limitation, statutory and/or common law claims for public nuisance, alleged violations of consumer protection or unfair trade practices law, racketeering, and common law fraud and negligence, among other claims (collectively, the "**Opioid Claims**"). The Opioid Plaintiffs allege that the defendant Debtors' misleading marketing led health care providers to prescribe opioids inappropriately, which in turn led to addiction, misuse, and abuse.

97. The Company denies the claims asserted by the Opioid Plaintiffs for reasons described in detail in the First Day Declaration. In the eight years since the first opioid suit was filed against the Company: no verdicts have been rendered against any of the Debtors on the merits; there have been around a dozen settlements; and the one case against the Company that did reach judgment on the merits was rendered in the Company's favor. The remaining Opioid Lawsuits against the Company are at various stages of development and the very few that have advanced close to the trial stage settled for vastly less than the amount of alleged damages or other monetary relief sought.

98. Since 2019, the Company and/or its subsidiaries have executed 12 settlement agreements to resolve Opioid Claims brought by Opioid Plaintiffs. As of the Petition Date, the Company has paid approximately \$242 million pursuant to certain of its opioid-related settlements. However, the Debtors still face more than 3,100 Opioid Lawsuits. Given the immense number of lawsuits, the complexity of the issues involved, the various stages of development of each case, and the cost

to defend each one to judgment, the Debtors determined that they needed to utilize the tools afforded by the Bankruptcy Code to bring some level of resolution to these matters.

99. To date, the Company estimates it has incurred expenses of approximately \$344 million in defending the Opioid Lawsuits.

(ii) Other Material Litigation

100. The Debtors also face other litigation unrelated to the Opioid Lawsuits. Most of these lawsuits fall within four major categories: claims related to (a) generic pricing; (b) transvaginal mesh; and (c) other antitrust; and (d) ranitidine.

(a) **Generic Pricing Claims**

101. Private plaintiffs (specifically, direct purchasers, end-payers, and indirect purchaser resellers), state attorneys general and other governmental entities have filed complaints against certain Debtors, as well as other pharmaceutical manufacturers, alleging price-fixing and other anticompetitive conduct with respect to a variety of generic pharmaceutical products. The various complaints generally assert claims under: (1) federal and/or state antitrust law, (2) state consumer protection statutes, and/or (3) state common law, and seek damages, treble damages, civil penalties, disgorgement, declaratory and injunctive relief, and costs and attorneys' fees. These lawsuits, which include putative class actions as well as non-class action lawsuits, have been filed in various federal and state courts in the U.S. There is also a proposed class action in Canada (as described below).

(b) **Mesh Claims**

102. The Company and certain of its subsidiaries, including American Medical Systems Holdings, Inc. (which subsequently converted to Astora Women's Health Holding LLC and merged into Astora Women's Health LLC), have been named as defendants in multiple lawsuits in various state and federal courts in the U.S and internationally. These lawsuits generally allege personal injury resulting from the use of transvaginal surgical mesh products designed to treat pelvic organ prolapse or stress urinary incontinence.

103. As of June 30, 2022, various master settlement agreements and other agreements have resolved approximately 71,000 filed and unfiled U.S. mesh claims. As of June 30, 2022, the Company had made approximately \$3.6 billion of payments related to its mesh liabilities, \$67.5 million of which remained in qualified settlement funds related to these liabilities.

(c) **Other Antitrust Claims**

104. 61. In addition to the generic pricing cases described above, the Company also faces various other antitrust and related claims under Sections 1 and 2 of the *Sherman Act*, Section 5 of the *Federal Trade Commission Act*, state antitrust and consumer protection statutes, and/or state common law. These cases generally seek monetary relief (e.g., damages, treble damages, disgorgement of profits, restitution, attorneys' fees and costs), equitable relief, and/or injunctive relief.

(d) **Ranitidine Claims**

105. The Company's subsidiary, Par Pharmaceutical, Inc. ("**PPI**") was named in a multidistrict litigation ("**MDL**") pending in the U.S. District Court for the Southern District of Florida along with numerous other manufacturers and distributors of branded and generic ranitidine. The

lawsuits generally allege that under certain conditions the active ingredient in ranitidine medications can break down to form an alleged carcinogen. The complaints assert a variety of claims, including but not limited to various product liability, breach of warranty, fraud, negligence, statutory and unjust enrichment claims. The MDL court has dismissed all claims against PPI and other generic manufacturers, but appeals remain pending in the U.S. Court of Appeals for the Eleventh Circuit. PPI has also been named in similar complaints filed in certain state courts.

106. In the aggregate, the Company spends approximately \$21 million on litigation-related fees and expenses per month. The foregoing litigation, in addition to the Opioid Lawsuits, creates even more uncertainty over the Company's ability to resolve its litigation exposure, either consensually or by litigating each lawsuit through judgment and all levels of appeal.

(iii) *The Canadian Litigation*

107. Paladin, along with the Canadian Litigation Defendants who are affiliated entities in the Endo corporate group, are subject to various litigation claims in Canada (the "**Canadian Litigation**").<sup>2</sup> The Canadian Litigation consists principally of eight proposed class action lawsuits initiated in various provinces across Canada relating to the manufacturing, distribution and marketing of opioid products (the "**Canadian Opioid Lawsuits**") and one proposed class action lawsuit initiated in Federal Court alleging a price-fixing scheme relating to generic drugs (the "**Canadian Price-Fixing Lawsuit**").

---

<sup>2</sup> The current Canadian Litigation Defendants are: Endo Parent, Endo Ventures Limited, Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., Par Pharmaceutical Companies Inc., Generics Bidco I, LLC and DAVA Pharmaceuticals, LLC

108. Each of the proposed class action lawsuits comprising the Canadian Litigation has been brought against a broad group of industry defendants. None of the proposed class action lawsuits have been certified or have advanced to trial. Many of the lawsuits are at early stages and have been largely inactive since being initiated.

109. Paladin and the Canadian Litigation Defendants deny the claims asserted by the plaintiffs in the Canadian Litigation, including for the reasons set forth in the First Day Declaration. To date, there have been no findings of liability against Paladin or the Canadian Litigation Defendants in the Canadian Litigation.

(a) **The Canadian Opioid Lawsuits**

110. The Canadian Opioid Lawsuits allege various causes of action against purported manufacturers, distributors and marketers of opioid products, including breach of the *Competition Act*, misrepresentation, deceit, negligence, unjust enrichment, and fraudulent concealment.

111. Paladin is a named defendant in each of the Canadian Opioid Lawsuits. In addition, Endo Parent, Endo Ventures Limited, an Irish public limited company (“EVL”), and Endo Pharmaceuticals Inc., a Delaware corporation (“EPI”) are named defendants in certain of the Canadian Opioid Lawsuits.

112. The following table summarizes the eight Canadian Opioid Lawsuits involving Paladin and/or the Canadian Litigation Defendants:

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 “ <b>Province of British Columbia</b> ”) as representative plaintiff on behalf of all federal, provincial and territorial governments and agencies	Paladin Endo Parent EPI EVL
British Columbia	December 2019	The individual “MW”	Paladin EPI
Alberta	June 2020	The City of Grande Prairie and the City of Brantford as representative plaintiffs on behalf of all local or municipal governments in Canada	Paladin Endo Parent EPI
Saskatchewan	March 2021	Peter Ballantyne Cree Nation and Lac La Ronge Indian Band as representative plaintiffs on behalf of all First Nations communities and local or municipal governments in Canada	Paladin Endo Parent EPI
Ontario	May 2019	Darryl Gebien	Paladin Endo Parent EPI
Manitoba	December 2021	Darryl Gebien	Paladin Endo Parent EPI
Manitoba	February 2022	Karen Tryon	Paladin Endo Parent EPI
Quebec	May 2019	Jean-François Bourassa	Paladin

113. A certification hearing in the proposed class action brought by the Province of British Columbia is currently scheduled for November 2023. A class authorization hearing in the proposed class action brought by Jean-François Bourassa in Quebec is currently scheduled for November

2022. The other Canadian Opioid Lawsuits are either inactive or have not yet proceeded to the certification stage.

(b) **The Canadian Price-Fixing Lawsuit**

114. The Canadian Price-Fixing Lawsuit is a proposed class action commenced in Federal Court (Toronto) in June 2020 by Kathryn Eaton as representative plaintiff on behalf of a proposed class of Canadian purchasers of generic drugs. The proposed class action alleges that the defendants violated the *Competition Act* by conspiring to allocate the market, fix prices and maintain the supply of generic drugs in Canada. The Canadian Price-Fixing Lawsuit has been largely inactive since the lawsuit was filed and there has been no application for class certification.

115. The Canadian Price-Fixing Lawsuit was brought against more than 50 purported generic drug manufacturers, including four Debtors in the Chapter 11 Cases: Par Pharmaceutical, Inc., a New York corporation; Par Pharmaceutical Companies, Inc., a Delaware corporation; Generics Bidco I, LLC, a Delaware limited liability company; and DAVA Pharmaceuticals, LLC, a Delaware limited liability company. Paladin is not a named defendant in the action.

## **VI. PREPETITION NEGOTIATIONS**

116. In January 2018, the Company retained Skadden, Arps, Slate, Meagher & Flom LLP as its legal advisor in connection with potential strategic alternatives to address the Opioid Lawsuits. Thereafter, the Company also engaged other restructuring advisors, retaining PJT Partners in February 2018 and Alvarez & Marsal in May 2021 as their financial advisors.

117. Over the last few years, the Company's restructuring efforts have evolved. Until the beginning of this year, the Company was principally focused on attempting to negotiate an

out-of-court settlement with the governmental Opioid Plaintiffs, as the thousands of Opioid Lawsuits represented enterprise-threatening litigation. The Company believed a broad-based resolution with these plaintiffs was necessary to provide clarity to stakeholders by removing the uncertainty around this litigation, including the associated risk of one or more large adverse judgments.

118. As the Company's financial condition continued to deteriorate and little headway was being made towards a consensual comprehensive resolution with the governmental Opioid Plaintiffs, the Company more actively started exploring strategic alternatives to its capital structure and other contingent liabilities. In September 2021, the Company began discussions with advisors to an ad hoc group consisting primarily of holders of Second Lien Notes and Unsecured Notes (the **"Ad Hoc Cross-Holder Group"**).

119. The Company also authorized PJT to launch a formal sales process at this time. After preparing robust marketing materials and contacting approximately 76 parties, the Company ultimately received indications of interest from eight potential bidders. The Company determined to pause this sale process in January 2022 to expand its exploration of strategic alternatives with the Ad Hoc Cross-Holder Group and a Plaintiffs' Executive Committee (**"PEC"**) and an executive committee of state attorneys' general (the **"State AG Committee"** and together with the PEC, the **"Opioid Committees"**).

120. In April 2022, the Company began discussions with advisors to an ad hoc group consisting primarily of Prepetition First Lien Lenders and Prepetition First Lien Noteholders (the **"Ad Hoc First Lien Group"** and together with the Ad Hoc Cross-Holder Group, the **"Ad Hoc Groups"**).

**A. Prepetition Opioid Settlement Negotiations**

121. Since 2019, the Company has at various times been actively negotiating with the Opioid Committees to attempt a broad-based resolution of the Opioid Claims. Despite extensive efforts by both sides as described in the First Day Declaration, the parties have been unable to reach an agreement on settlement value and other terms of a potential settlement.

122. The negotiations with the Opioid Committees slowed around the time when the Company announced its 2022 first quarter earnings. Based on the Company's financial performance, it became clear that (a) the Company's unsecured creditors may not be entitled to any recovery in chapter 11, (b) the Company would burn a substantial portion of its approximately \$1 billion in cash over the next 24 months, and (c) the Company may be unable to refinance its debt in the future as it becomes due, especially when considering the need to address its contingent liabilities. This confluence of factors—namely, among others, the inability to reach agreement with the Opioid Committees on an out-of-court resolution, numerous upcoming trials, discoveries and associated legal expenditures, deteriorating financial performance, and a burdensome capital structure – led the Company to further explore its Chapter 11 alternatives.

**B. Negotiations with the Ad Hoc Groups**

123. Beginning in late 2021, the Company commenced active discussions regarding potential restructuring frameworks with the Ad Hoc Cross-Holder Group. However, as the Company's circumstances changed and its prospects and profitability deteriorated, and taking into account the Company's nearly \$7 billion of indebtedness secured by liens on substantially all of the Company's assets, the Company ramped up diligence efforts in late April 2022 with the Ad Hoc First Lien Group. Since that time, the Company and its advisors have worked tirelessly with the

Ad Hoc First Lien Group, engaging in substantial diligence efforts and exploring various strategic alternatives. During this period, the Company also continued to engage with, and provide diligence to, the Ad Hoc Cross-Holder Group.

124. During the first half of 2022, advisors to the Company and the Ad Hoc Groups exchanged various proposals regarding the implementation of a potential transaction. During these negotiations, while the Company discussed a chapter 11 plan of reorganization proposal with the Ad Hoc Cross-Holder Group, the Company reached the conclusion that pursuing a plan pathway presented unique challenges for the Company in light of the composition of its creditor constituencies, the lack of necessary consensus to achieve a feasible plan, and the nature of its contingent liabilities.

125. As a result, by July 2022, the Company determined to focus on a sale of its business through section 363 of the Bankruptcy Code (a “**363 Sale**”) as the most viable path forward. Thereafter, the Company evaluated 363 Sale proposals received from both the Ad Hoc First Lien Group and the Ad Hoc Cross-Holder Group, and ultimately determined to pursue a restructuring support agreement with the Ad Hoc First Lien Group (the “**RSA**”) memorializing the terms of a 363 Sale that would provide other bidders, including the Ad Hoc Cross-Holder Group, with the opportunity to submit higher or better bids.

### **C. The RSA and the Stalking Horse Bid**

126. Once the Debtors’ path towards a 363 Sale came into focus, the Debtors and the Ad Hoc First Lien Group worked to develop and negotiate the RSA, a sale term sheet (the “**Term Sheet**”) and bidding procedures. A copy of the RSA is attached hereto as Exhibit “H”. The centrepiece of

the RSA is a stalking horse bid (the “**Stalking Horse Bid**”) to be provided by one or more entities formed in a manner acceptable to the Ad Hoc First Lien Group (the “**Stalking Horse Bidder**” or the “**Purchaser**”) to purchase substantially all of the Company’s assets. The Stalking Horse Bid will provide a value “floor” to entice further bidding.

127. The Debtors determined that moving forward with the Stalking Horse Bid represents the best available path to address the Debtors’ challenges. The Stalking Horse Bid, if consummated, would ensure that the Debtors’ business continues as a going concern, save over a thousand jobs, and enable the Purchaser to fund over time hundreds of millions of dollars of consideration to be placed in trusts for certain Opioid Plaintiffs who elect to voluntarily participate in such trusts.

128. As more fully set forth in the RSA, the Stalking Horse Bid includes an offer to purchase substantially all of the Debtors’ assets for an aggregate purchase price composed of (a) a credit bid in full satisfaction of the Prepetition First Lien Indebtedness (approximately \$6 billion), (b) \$5 million in cash on account of certain unencumbered Transferred Assets (as defined in the RSA), (c) \$122 million to wind-down the Debtors’ operations following the sale closing date (the “**Wind-Down Amount**”), (d) pre-closing professional fees, and (e) the assumption of certain liabilities. As part of the Stalking Horse Bid, the Stalking Horse Bidder will also make offers of employment to all of the Company’s active employees.

129. To ensure that the Stalking Horse Bid is the highest or otherwise best offer for the Company’s assets, the Debtors have developed bidding and auction procedures (the “**Bidding Procedures**”) that will facilitate a competitive process for the Company’s assets. As set forth in the Term Sheet, the Stalking Horse Bidder is not entitled to a break-up fee and is only entitled to reimbursement for reasonable and documented fees and expenses incurred by it in connection with,

among other things, the negotiation and execution of the Sale Transaction (as defined in the RSA) not to exceed \$7 million, to the extent not otherwise provided under the Cash Collateral Order. Furthermore, the Stalking Horse Bidder has agreed to act as the “back-up” bidder in the event it is not selected as the successful bidder pursuant to the Bidding Procedures. The Debtors plan to leverage the fulsome marketing materials that were previously prepared as they commence the 363 Sale process as soon as practicable after the Petition Date.

130. As described more fully in the First Day Declaration, the RSA contemplates that the Purchaser will furnish an avenue for certain holders of opioid-related claims against the Company (the “**Opioid Claimants**”) to voluntarily elect to receive consideration. The Ad Hoc First Lien Group has committed to cause the Purchaser, following the sale closing, to establish and fund trusts (comprised of a public opioid trust and private opioid trust) in the aggregate amount of \$550 million in cash consideration over ten years for the benefit of certain public and private Opioid Claimants (the “**Voluntary Opioid Trusts**”), which Opioid Claimants can voluntarily participate in at their election. Eligible Opioid Claimants who elect to participate in the Voluntary Opioid Trusts will affirmatively agree to release their opioid-related claims against, among others, the Debtors and the Prepetition First Lien Secured Parties and their released parties. As of the Petition Date, a total of 34 States (including the States comprising the State AG Committee) and the District of Columbia reached an agreement with the Ad Hoc First Lien Group regarding the terms of the Voluntary Opioid Trust for the benefit of governmental Opioid Claimants (the “**Public Trust**”).

131. The RSA and related transaction documents also require the Stalking Horse Bidder to provide the Wind-Down Amount to implement an orderly wind down of the Debtors’ operations following the closing of the transaction, subject to a budget. The Wind-Down Amount assumes a

nine month wind-down process and includes funding for various items such as director fees, professional fees, liquidation proceedings in non-U.S. jurisdictions, and other post-closing administrative expenses.

132. Following intensive negotiations, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, and other secured party representatives have consented to the Debtors' use of Cash Collateral in accordance with an agreed form of order. Consensual use of cash collateral will facilitate the Debtors' Chapter 11 Cases and lay the groundwork for a robust marketing and sale process.

## **VII. THE DEBTORS' PATH FORWARD**

133. The Debtors' objective in the Chapter 11 Cases is to complete an open and transparent sale and auction process that will allow them to maximize the value of their business. To achieve this objective, the Debtors will seek to forge as much consensus as possible among their stakeholders and take certain actions designed to clear a path toward a successful sale.

134. For example, as to the Ad Hoc Cross-Holder Group, the Debtors have attempted to facilitate the group's participation in the Debtors' process by (a) providing extensive diligence and access to management and the Debtors' professionals over numerous months, (b) negotiating at the outset of the Chapter 11 Cases a fair adequate protection package for the holders of Second Lien Notes, and (c) establishing an auction process with substantial runway for the Ad Hoc Cross-Holder Group, if it so desires, to prepare and submit its own bid.

135. As to the Opioid Plaintiffs, the Debtors have been engaged in focused and constructive discussions with the State AG Committee regarding consensual injunctive terms (the "**Voluntary**

**Operating Injunction**”) that would govern the conduct of the Debtors’ and their successors as it relates to opioid products. As of the Petition Date, the Ad Hoc First Lien Group, the Debtors and 34 States and the District of Columbia (the same parties that have reached an agreement on the terms of the Public Trust) reached an agreement with respect to the terms of the Voluntary Operating Injunction.

136. In addition, shortly after the Petition Date the Debtors intend to seek relief from the Bankruptcy Court to enjoin all Opioid Lawsuits filed against the Debtors by governmental plaintiffs (the “**Preliminary Injunction**”). The Preliminary Injunction against the Opioid Lawsuits is critical to the success of the Chapter 11 Cases as certain of the non-settling Opioid Plaintiffs may attempt to argue that their actions may be subject to the “police powers” exception to the Bankruptcy Code’s automatic stay. However, allowing such litigation to continue would significantly erode the Debtors’ liquidity throughout the Chapter 11 Cases and would distract management’s attention away from pursuing the sale process and managing the Debtors’ day-to-day operations.

137. Finally, the Debtors intend to file a motion seeking Bankruptcy Court approval to launch their 363 Sale process as embodied in the RSA. In this regard, the Debtors will request a bidding procedures hearing during which the Debtors will seek the Bankruptcy Court’s approval of the Debtors’ proposed sale process and the Stalking Horse Bid. The Debtors intend to conduct an open, transparent and fulsome sale and marketing process to ensure that the Debtors and their stakeholders receive the maximum value possible for their assets while preserving the Debtors’ business as a going concern (as a whole or in parts).

## VIII. RELIEF SOUGHT IN THE CANADIAN RECOGNITION PROCEEDINGS

### A. Interim Order

138. Paladin is seeking the Interim Order to provide for the Interim Stay in Canada. By operation of the Bankruptcy Code, the Debtors (including the Canadian Debtors) obtained the benefit of an automatic stay of proceedings upon the filing of the Petitions with the Bankruptcy Court. The Debtors are seeking entry of certain First Day Orders, including the Foreign Representative Order, at the First Day Hearing to be heard by the Bankruptcy Court in the coming days. If the Bankruptcy Court grants the requested orders, the orders are expected to be available shortly thereafter.

139. The Interim Stay provides for a stay of proceedings in favour of the Canadian Debtors, the Canadian Litigation Defendants and their respective directors and officers. The Interim Stay will give effect to the stay of proceedings in the Chapter 11 Cases and preserve the value of the Canadian Business in Canada until Paladin can be duly appointed as Foreign Representative by the Bankruptcy Court and return before this Court to seek the Initial Recognition Order and the Supplemental Order.

140. Since the Canadian Business is conducted primarily in Canada with counterparties located in Canada or other non-United States jurisdictions, it is important for the Canadian Debtors to be protected by a stay of proceedings and from enforcement rights in Canada pursuant to a Canadian court order. Many of Paladin's contracts and agreements contain "*ipso facto*" clauses that purport to provide the counterparty with a termination right in the event of a bankruptcy or insolvency involving Paladin or its affiliates. The termination of critical agreements would impair Paladin's ability to carry on the Canadian Business in the ordinary course. It is critical to the preservation of

the value of the Canadian Business and Endo's broader restructuring efforts that the Interim Stay is granted to protect against the exercise of rights or remedies against the Canadian Debtors.

141. Under the proposed Interim Order and proposed Supplemental Order, Paladin is also seeking a stay of proceedings in Canada against the Canadian Litigation Defendants. The current Canadian Litigation Defendants are seven Debtors that are named as defendants in the Canadian Litigation. A stay of the Canadian Litigation in respect of the Canadian Litigation Defendants is necessary to preserve the value of the Company, ensure a level playing field among all creditors, reduce the ongoing costs incurred by the Company in defending the Canadian Litigation, and enable the company to focus its resources on pursuing a comprehensive restructuring in the Chapter 11 Cases.

142. Furthermore, Paladin is a defendant in each of the Canadian Opioid Lawsuits and it would be prejudicial and inefficient to permit the Canadian Opioid Lawsuits to continue against the other Canadian Litigation Defendants when the underlying claims against such entities are closely related to the claims against Paladin. The granting of a stay in favour of the Canadian Litigation Defendants is complimentary to and in furtherance of the stay of proceedings in favour of the Canadian Litigation Defendants as Debtors in the Chapter 11 Cases.

## **B. Recognition of Foreign Main Proceedings**

143. Pursuant to the proposed Initial Recognition Order, the Canadian Debtors seek recognition of the Chapter 11 Cases as a "foreign main proceeding" in respect of the Canadian Debtors under Part IV of the CCAA. The Chapter 11 Cases have been commenced to preserve the value of the Company and provide a forum for the completion of a restructuring of the entire Endo group. The

Canadian Debtors are integrated members of the Endo group and seek recognition of the Chapter 11 Cases to preserve and protect the value of the Canadian Business in Canada while the Debtors pursue a global restructuring in the Chapter 11 Cases.

### **C. Recognition of First Day Orders**

144. The Debtors are seeking a number of interim and final orders (the “**First Day Orders**”) at the First Day Hearing with respect to the administration of the Chapter 11 Cases and the continued operation of the Debtors’ business during the Chapter 11 Cases.

145. The Debtors have filed six “administrative” motions that seek to (a) jointly administer the Chapter 11 Cases for procedural purposes only, (b) authorize the Debtors to file a consolidated list of creditors, (c) authorize the Debtors to retain Kroll Restructuring Administration LLC as claims and noticing agent, (d) authorize case management procedures, (e) extend the time period by which the Debtors must file their schedules and statements, and (f) enforce the automatic stay and related notice to non-debtor stakeholders.

146. The Debtors have filed ten “operational” motions that seek to (a) authorize the Debtors to continue using their Cash Management System, (b) authorize the Debtors to pay employees, (c) authorize the Debtors to maintain insurance coverage and pay related obligations, (d) authorize the Debtors to pay taxes and fees, (e) authorize the Debtors to pay utility providers and provide adequate assurance of payment to those utility providers, (f) authorize the Debtors to continue to maintain their customer programs, (g) authorize the Debtors to pay certain vendor claims, (h) establish procedures for trading in the Debtors’ equity securities, (i) authorize the Debtor’s foreign

representatives to act on their behalf in certain foreign proceedings, including the Canadian recognition proceedings; and (j) authorize the Debtors to use Cash Collateral.

147. I understand that the First Day Orders, if granted, will be attached to a subsequent affidavit to be filed with this Court. Paladin intends to seek recognition of the following First Day Orders if granted by the Bankruptcy Court:

- (a) *Order (I) Directing Joint Administration of the Chapter 11 Cases Pursuant to Bankruptcy Rule 1015(b); (II) Waiving the Requirements of Section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rule 2002(n); and (III) Granting Related Relief;*
- (b) *Order (I) Extending the Time to File Schedules and Statements of Financial Affairs; (II) Extending the Time to File Reports of Financial Information Required Under Bankruptcy Rule 2015.3; (III) Waiving Requirement to File List of Equity Security Holders and Provide Notice of Commencement to Equity Security Holders; and (IV) Granting Related Relief;*
- (c) *Order (I) Enforcing and Restating Sections 362, 365, 525, and 541 of the Bankruptcy Code; (II) Approving Form and Manner of Notice to Non-U.S. Customers, Suppliers, and Other Stakeholders of the Debtors; (III) Approving Form and Manner of Notice to Non-U.S. Customers, Suppliers, and Other Stakeholders of the Non-Debtor Affiliates; and (IV) Granting Related Relief;*
- (d) *Interim Order (I) Prohibiting Utilities from Altering, Refusing or Discontinuing Service, (II) Deeming Utilities Adequately Assured of Future Performance and (III) Establishing Procedures for Determining Requests for Additional Adequate Assurance;*
- (e) *Order (I) Waiving the Requirement That Each Debtor Files a Separate List of its 20 Largest Creditors; (II) Authorizing the Debtors to File a Single Consolidated List of Their 20 Largest Unsecured, Non-Insider Creditors; (III) Authorizing the Debtors and the Claims and Noticing Agent to Redact Personally Identifiable Information for Individuals; (IV) Authorizing the Claims and Noticing Agent to Withhold Publication of Claims Filed by Individuals Until Further Order of the Court; (V) Establishing Procedures for Notifying Creditors of the Commencement of the Debtors' Chapter 11 Cases, and (VI) Granting Related Relief;*
- (f) *Interim Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Continue Employee Benefits Programs and Pay Related Administrative Obligations; (II) Authorizing Financial*

*Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief;*

- (g) *Order (I) Authorizing the Foreign Representatives to Act for the Debtors in Foreign Proceedings and (II) Granting Related Relief.*
- (h) *Order Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures;*
- (i) *Interim Order (I) Authorizing Debtors to Honor Prepetition Obligations to Customers and Related Third Parties and to Otherwise Continue Customer Programs; (II) Granting Relief from Stay to Permit Setoff in Connection with the Customer Programs; (III) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (IV) Granting Related Relief;*
- (j) *Interim Order (I) Authorizing Payment of Certain Prepetition Specified Trade Claims; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief;*
- (k) *Interim Order Authorizing (I) Debtors to Pay Certain Prepetition Taxes, Governmental Assessments, and Fees; and (II) Financial Institutions to Honor and Process Related Checks and Transfer Utilities Motion;*
- (l) *Interim Order Authorizing (I) the Debtors to Continue and Renew Their Insurance Programs and Honor all Obligations in Respect Thereof; (II) Financial Institutions to Honor and Process Related Checks and Transfers; and (III) the Debtors to Modify the Automatic Stay With Respect to Workers' Compensation Claims;*
- (m) *Order (I) Appointing Kroll Restructuring Administration LLC as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date; and (II) Granting Related Relief;*
- (n) *Interim Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities; and (II) Granting Related Relief;*
- (o) *Interim Order (I) Authorizing the Debtors to (A) Continue Using Existing Cash Management Systems, Bank Accounts, and Business Forms and (B) Implement Changes to Their Cash Management System in the Ordinary Course of Business; (II) Granting Administrative Expense Priority for Postpetition Intercompany Claims; (III) Granting a Waiver With Respect to the Requirements of 11 U.S.C. § 345(b); and (IV) Granting Related Relief; and*
- (p) *Interim Order (I) Authorizing Debtors' Use of Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief.*

**D. Appointment of Information Officer**

148. Paladin seeks the appointment of KSV as the Information Officer in this proceeding pursuant to the proposed Supplemental Order. KSV is a licensed trustee in bankruptcy in Canada with expertise in, among other things, cross-border restructuring proceedings, including acting as information officer in Canadian recognition proceedings under the CCAA.

149. KSV has consented to acting as Information Officer in this proceeding. I understand that a copy of the written consent will be included in Paladin's Application Record.

**E. Administration Charge**

150. The proposed Supplemental Order provides that Goodmans LLP, as Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer will be granted a charge in the maximum amount of CDN\$200,000 (the "**Administration Charge**") over the assets and property of the Canadian Debtors in Canada to secure the fees and disbursements of such professionals incurred in respect of these proceedings. For certainty, the proposed Administration Charge does not extend to the assets or property of any Debtors other than the Canadian Debtors. The Administration Charge is proposed to rank in priority to all other encumbrances in respect of the Canadian Debtors. I believe that the amount of the Administration Charge is reasonable in the circumstances, having regard to the size and complexity of these proceedings and the roles that will be required of Canadian counsel to the Canadian Debtors and the proposed Information Officer and its counsel.

**IX. CONCLUSION**

151. I believe that the relief sought in the proposed Interim Order, Initial Recognition Order and Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Business for the benefit of a broad range of stakeholders. The requested relief will provide the Endo group, including the Canadian Debtors and the Canadian Litigation Defendants, with the opportunity to pursue a comprehensive restructuring in the Chapter 11 Cases with a view to emerging as a strong and sustainable enterprise.

SWORN BEFORE ME by videoconference on this 17<sup>th</sup> day of August, 2022. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affidavit was located in the City of Pincourt in the Province of Quebec and I was located in the City of Toronto in the Province of Ontario.



---

Commissioner for Taking Affidavits  
(or as may be)

Andrew Harmes  
LSO#73221A



Digitally signed by  
Daniel Vas  
Date: 2022.08.17  
03:00:32 -04'00'

---

Daniel Vas

**THIS IS EXHIBIT "D"**  
**TO THE FOURTH AFFIDAVIT OF DANIEL VAS**  
**SWORN BEFORE ME OVER VIDEOCONFERENCE**  
**THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Apell*

---

Commissioner for Taking Affidavits

**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

**FOURTH AFFIDAVIT OF DANIEL VAS  
(Sworn January 18, 2024)**

I, Daniel Vas, of the City of Pincourt, in the Province of Quebec, MAKE OATH  
AND SAY:

1. I am a director of Paladin Labs Inc. ("**Paladin**") and Paladin Labs Canadian Holding Inc. (together with Paladin, the "**Canadian Debtors**"). I am also the Executive Director of Finance of Paladin and have served in that position since 2020. I have been employed by Paladin since 2008 and have served in a number of finance roles prior to becoming Executive Director of Finance. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others or public sources. Where I have obtained information from others or public sources I believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. Capitalized terms used and not defined in this affidavit have the meanings given to them in the Plan or the Disclosure Statement (each as defined below) or in my affidavit sworn August 17, 2022 (the “**First Vas Affidavit**”).

3. This affidavit is sworn in support of the motion of the Foreign Representative for an order (the “**Fifth Supplemental Order**”) recognizing and enforcing in Canada the *Order (I) Scheduling a Combined Hearing for Approval of the Disclosure Statement and Confirmation of the Plan; (II) Conditionally Approving the Adequacy of the Disclosure Statement; (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes, and (D) Procedures for Objections; and (IV) Granting Related Relief* entered by the Bankruptcy Court on January 12, 2024 (the “**Disclosure Statement Order**”), a copy of which is attached hereto as Exhibit “A”.

4. For ease of reference, this affidavit is organized as follows:

<b>I.</b>	<b>INTRODUCTION.....</b>	<b>3</b>
<b>II.</b>	<b>DEVELOPMENTS IN THE CHAPTER 11 CASES.....</b>	<b>13</b>
	A. General Overview .....	13
	B. Implementation of the Debtors’ Notice Plan .....	16
	C. Outcome of the Bidding Procedures .....	18
<b>III.</b>	<b>STAKEHOLDER RESOLUTIONS.....</b>	<b>20</b>
	A. Overview .....	20
	B. Resolution with the Canadian Provinces .....	22
	C. Resolution with the DMPs .....	24
<b>IV.</b>	<b>THE PLAN .....</b>	<b>28</b>
	A. Overview of the Plan .....	28
	B. Plan Releases .....	44
	C. Letters in Support of Plan from the Committees .....	46
	D. Impact of the Plan on Canadian Stakeholders .....	47

<b>V.</b>	<b>THE PLAN TRANSACTION</b> .....	<b>49</b>
<b>VI.</b>	<b>THE DISCLOSURE STATEMENT ORDER</b> .....	<b>50</b>
<b>VII.</b>	<b>THE SCHEME INDEMNITY ORDER</b> .....	<b>54</b>
<b>VIII.</b>	<b>CONCLUSION</b> .....	<b>55</b>

## **I. INTRODUCTION**

5. On August 16, 2022 (the “**Petition Date**”), Endo International plc (“**Endo Parent**”) and certain of its affiliates, including the Canadian Debtors (collectively, the “**Debtors**”), commenced cases (the “**Chapter 11 Cases**”) under chapter 11 of the United States Code (the “**Bankruptcy Code**”) by filing voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The Chapter 11 Cases are being overseen by the Honourable Judge James L. Garrity, Jr.

6. Following a hearing in respect of the Debtors’ First Day Motions on August 18, 2022, the Bankruptcy Court granted certain First Day Orders, including the Foreign Representative Order authorizing Paladin to act as the foreign representative of the Chapter 11 Cases (the “**Foreign Representative**”) for purposes of these Canadian recognition proceedings.

7. Paladin, in its capacity as Foreign Representative, brought an application before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for recognition of the Chapter 11 Cases under Part IV of the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). On August 19, 2022, the Honourable Chief Justice Morawetz granted the following orders:

- (a) an Initial Recognition Order (Foreign Main Proceeding), *inter alia*, recognizing Paladin as the “foreign representative” in respect of the Chapter 11 Cases and the

Chapter 11 Cases as a “foreign main proceeding” as those terms are defined in section 45 of the CCAA; and

- (b) a Supplemental Order (Foreign Main Proceeding), *inter alia*, appointing KSV Restructuring Inc. as information officer in respect of these Canadian recognition proceedings.

8. Since issuing the Supplemental Order (Foreign Main Proceeding), the Court has granted recognition to certain additional orders granted by the Bankruptcy Court in the Chapter 11 Cases pursuant to a Second Supplemental Order dated October 13, 2022, a Third Supplemental Order dated November 29, 2022, and a Fourth Supplemental Order dated April 25, 2023 (the “**Fourth Supplemental Order**”).

9. The Fourth Supplemental Order recognized the following orders of the Bankruptcy Court:

- (a) *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, and (III) Granting Related Relief* (the “**Bidding Procedures Order**”), which was entered by the Bankruptcy Court on April 2, 2023; and
- (b) *Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Procedures for Filing Proofs of Claim; (III) Approving the Proof of Claims Forms; (IV) Approving the Form and Manner of Notice Thereof; and (V) Approving the Confidentiality Protocol* (the “**Bar Date Order**”), which was entered by the Bankruptcy Court on April 3, 2023.

10. The Bidding Procedures Order approved a marketing and sale process for the Debtors’ business and assets (the “**Sale Process**”) underpinned by a stalking horse bid (the “**Stalking Horse Bid**”) by an entity formed by an ad hoc group of holders of first lien indebtedness of the Debtors (the “**Ad Hoc First Lien Group**”). The Bar Date Order approved the procedures and deadlines

for the submission of claims against the Debtors and procedures for providing notice of the claims submission process to known and unknown creditors of the Debtors.

11. The Debtors, with the assistance of their financial and legal advisors, conducted the Sale Process in accordance with the Bidding Procedures Order (the “**Bidding Procedures**”). The Debtors did not receive any indications of interest in the Sale Process prior to the applicable deadline on June 13, 2023 that, viewed individually or together, were superior to the Stalking Horse Bid or capable of repaying in full the Debtors’ US\$5.9 billion in principal amount of Prepetition First Lien Indebtedness.

12. In accordance with the Bidding Procedures, the Debtors elected to accelerate the Sale Process and schedule a hearing before the Bankruptcy Court (the “**Sale Hearing**”) to approve the sale and transfer of substantially all of the assets of the Debtors in the form of the Stalking Horse Bid (the “**Sale**”).

13. The Debtors adjourned the Sale Hearing several times while they engaged in negotiations to resolve objections to the Sale, including objections by the United States Trustee (the “**U.S. Trustee**”) and the federal government of the United States of America (the “**U.S. Government**”) on behalf of certain of its departments and agencies.

14. The mediation process ordered by the Bankruptcy Court (the “**Mediation**”), which commenced in January 2023 in relation to objections to the Bidding Procedures Order and has continued in relation to objections to the Sale, has proven to be highly successful in enabling the Debtors to reach consensual resolutions with key stakeholders. The Debtors reached resolutions in the Mediation with, among others, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group,

the Non-RSA 1Ls, the Official Committee of Unsecured Creditors (the “**UCC**”), the Official Committee of Opioid Claimants (the “**OCC**”), the legal representative for future claimants appointed by the Bankruptcy Court (the “**FCR**”), the Multi-State Endo Executive Committee (the “**Multi-State EC**”), a group of distributors, manufacturers and pharmacies (the “**DMPs**”), His Majesty the King in Right of the Province of British Columbia (the “**Province of British Columbia**”) and each of the other Canadian provinces and territories (collectively, the “**Canadian Provinces**”), and certain public school districts in the United States (the “**Public School Districts**”). An agreement has also been reached with the U.S. Government, including the Department of Justice, regarding the key economic terms of a potential resolution of all U.S. Government claims against the Debtors; certain other terms that are integral to a settlement with the U.S. Government remain under discussion.

15. The resolutions reached with key stakeholders have allowed the Debtors to pivot from pursuing the standalone Sale transaction to implementing these resolutions through a chapter 11 plan. As a result, on December 19, 2023, the Debtors filed with the Bankruptcy Court:

- (a) the Debtors’ motion (the “**Disclosure Statement Motion**”) for the Disclosure Statement Order, a copy of which (without exhibits) is attached hereto as Exhibit “**B**”;<sup>1</sup>

---

<sup>1</sup> The Disclosure Statement Motion is the *Debtors’ Motion for an Order (I) Scheduling a Combined Hearing For Approval of the Disclosure Statement and Confirmation of the Plan; (II) Conditionally Approving the Adequacy of the Disclosure Statement; (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes, and (D) Procedures for Objections; and (IV) Granting Related Relief* [Docket No. 3357].

- (b) the *Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* (together with all schedules and exhibits thereto, as may be modified, amended or supplemented from time to time, the “**Plan**”); and
- (c) the *Disclosure Statement with Respect to the Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* (together with all schedules, supplements and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”).

16. Amended versions of the Plan and the Disclosure Statement have since been filed by the Debtors. In this affidavit, (a) references to the Plan mean the *Second Amended Joint Chapter 11 Plan of Reorganization* filed January 9, 2024 [Docket No. 3535], a copy of which is attached hereto as Exhibit “C”; and (b) references to the Disclosure Statement mean the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization* filed January 16, 2024 [Docket No. 3554], a copy of which is attached hereto as Exhibit “D”.

17. The Plan contemplates the restructuring of the Debtors and their non-debtor affiliates (collectively, the “**Endo Group**”) through the following key elements:

- (a) the implementation of the Plan in order to give effect to the resolutions reached in the Mediation, effectuate distributions to creditors, release and discharge claims against the Debtors, and achieve a comprehensive restructuring of the Debtors;
- (b) concurrently with and as part of the implementation of the Plan, the completion of a Plan Transaction governed by the terms of a Purchase and Sale Agreement (the “**PSA**”), pursuant to which:

- (i) substantially all of the business and assets of certain Debtors located in the United States and Canada (as defined in the Plan, the “**Remaining Debtors**”) will be sold and transferred to applicable purchaser entities formed by the Ad Hoc First Lien Group (as defined in the Plan, the “**Purchaser Entities**”), free and clear of claims and encumbrances (other than assumed liabilities and permitted encumbrances); and
- (ii) the equity interests of certain other Debtors and non-Debtor affiliates (as defined in the Plan, the “**Transferred Debtors**”) will be sold and transferred to the applicable Purchaser Entities; and
- (c) the implementation of a scheme of arrangement (the “**Scheme**”) under Part 9 of the Irish Companies Act 2014 (the “**Irish Companies Act**”) to implement certain terms of the Plan as a matter of Irish Law.

18. The Canadian Debtors – which are the two Canadian entities in the Endo Group – are subject to the proposed Plan. Accordingly, if the Plan receives the requisite stakeholder votes in favour and is confirmed by the Bankruptcy Court and implemented, the Canadian Debtors will be restructured in accordance with the Plan, and substantially all of the business and assets of the Canadian Debtors will be sold and transferred to a Purchaser Entity under the Plan Transaction.

19. The Bankruptcy Court heard the Disclosure Statement Motion on January 9, 2024 and entered the Disclosure Statement Order on January 12, 2024. The Disclosure Statement Order was

entered on an unopposed basis, as the sole objection to the motion<sup>2</sup> was resolved in advance of the Bankruptcy Court hearing.

20. The Disclosure Statement Order, among other things:
- (a) authorizes the Debtors to solicit votes on the Plan;
  - (b) conditionally approves the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code;
  - (c) approves the solicitation materials and documents to be included in the Solicitation Packages;
  - (d) approves March 19, 2024 as the date for a hearing to confirm the Plan and approve, on a final basis, the adequacy of the Disclosure Statement (the “**Combined Hearing**”); and
  - (e) approves procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan and Disclosure Statement.
21. The Disclosure Statement Order does not approve or confirm the Plan. If the Plan receives requisite creditor approvals, the Debtors intend to seek, at the Combined Hearing, an order of the Bankruptcy Court approving the Disclosure Statement on a final basis and confirming the Plan

---

<sup>2</sup> The objection was a limited objection filed by the Hartford Fire Insurance Company and the Hartford Financial Services Group, which prior to the Petition Date issued surety bonds and related instruments on behalf of certain of the Debtors.

pursuant to section 1129 of the Bankruptcy Code (as defined in the Plan, the proposed “**Confirmation Order**”).

22. Implementation of the Plan is conditioned on, among other things, the Bankruptcy Court having entered the Confirmation Order. In addition, the implementation of the Plan in respect of the Canadian Debtors is conditioned on this Court having granted an order recognizing and giving full force and effect in Canada to the Confirmation Order and the Plan.

23. If approved and consummated, the Plan and the related Plan Transaction will result in the acquisition of substantially all of the business and assets of the Endo Group by its first lien lenders. Under the Plan, holders of Allowed First Lien Claims will receive, among other consideration, 96.30% of the equity<sup>3</sup> of the newly formed entity (the “**Purchaser Parent**”) that will own the business and assets of the restructured Endo Group following implementation of the Plan.

24. Despite the fact that the Sale Process did not identify any transaction capable of repaying in full the US\$5.9 billion in principal amount of Prepetition First Lien Indebtedness, the Plan will give effect to the resolutions reached in the Mediation and provide a recovery for various groups of unsecured creditors, including holders of deficiency claims in respect of the Debtors’ second lien secured indebtedness and unsecured notes, other general unsecured claims, opioid-related claims, and claims asserted by governmental entities in the United States and Canada.

25. If implemented, the Plan is expected to provide recoveries for Canadian creditors with claims against the Debtors, including:

---

<sup>3</sup> Subject to dilution by any issuances of Purchaser Equity under or pursuant to (1) the Rights Offerings and the Backstop Commitment Agreements, and (2) the Management Incentive Plan.

- (a) the Plan incorporates the terms of the Canadian Provinces Term Sheet<sup>4</sup> agreed with the Province of British Columbia and each of the other Canadian Provinces, a copy of which is attached hereto as Exhibit “E”. Under the proposed Plan, the Canadian Provinces are eligible to participate in the Canadian Provinces Trust and receive their proportionate share of Canadian Provinces Consideration of up to US\$7.25 million in aggregate in full and final satisfaction and release of their claims;
- (b) Canadian Municipalities and Canadian First Nations with Allowed Other Opioid Claims will be eligible to participate pro rata in the Other Opioid Claims Trust, which will be funded with aggregate consideration of up to US\$200,000;
- (c) the Plan gives effect to the resolution reached with the OCC with respect to the claims of present private opioid claimants. Among other things, personal injury opioid claimants that satisfy the eligibility requirements under the Plan and applicable trust documents will be entitled to obtain a recovery from the PI Trust in respect of their PI Opioid Claims. The PI Trust will be funded with consideration of approximately US\$53 million (or approximately US\$39.7 million if all consideration is funded on the Effective Date of the Plan). All holders of Allowed PI Opioid Claims – whether resident in the United States, Canada or elsewhere – will receive the same treatment under the Plan; and
- (d) the Plan gives effect to the resolution reached with the UCC with respect to the claims of non-opioid unsecured creditors. Canadian creditors with Allowed General

---

<sup>4</sup> The Canadian Provinces Term Sheet is the *Voluntary Canadian Governments Resolution Term Sheet* filed with the Bankruptcy Court on September 29, 2023 [Docket No. 2988].

Unsecured Claims will be eligible to participate pro rata in the GUC Trust, which will be funded with the GUC Trust Consideration consisting of US\$60 million in cash, subject to adjustment as set forth in the UCC Resolution Term Sheet.

26. The Plan also gives effect to the negotiated stipulation reached with the DMPs (the “**DMP Stipulation**”) that was approved by the Bankruptcy Court pursuant to the DMP Stipulation Order<sup>5</sup> entered on August 3, 2023, a copy of which is attached hereto as Exhibit “F”. Under the Plan, Settling Co-Defendant Claims (generally defined as claims held by the DMPs listed on Exhibit A to the DMP Stipulation and certain DMPs that later joined in the DMP Stipulation) shall receive the treatment set forth in the DMP Stipulation.

27. The Foreign Representative submits that recognition of the Disclosure Statement Order is appropriate in the circumstances and in the best interests of the Canadian Debtors and their stakeholders. The proposed Plan is the culmination of an extensive restructuring process undertaken in the Chapter 11 Cases, which has included a “market test” through the Sale Process and negotiated resolutions with a broad cross-section of the Debtors’ secured and unsecured creditor groups. If approved and implemented, the Plan and the related Plan Transaction will enable the Endo Group to address its overleveraged capital structure and significant unsecured claims (including those relating to opioid and product liability claims), provide recoveries to secured and unsecured creditors, and continue going concern business operations for the benefit of a broad range of stakeholders.

---

<sup>5</sup> The DMP Stipulation Order is the *Order Granting Debtors’ Motion for an Order Approving the Amended Stipulation Among the Debtors and the DMPs Resolving the DMPs’ Objection to the Bidding Procedures and Sale Motion* entered August 3, 2023. The DMP Stipulation is attached as Exhibit 1 to the DMP Stipulation Order.

28. The Disclosure Statement Order establishes an extensive process to provide stakeholders with notice of and information related to the Plan (including the Disclosure Statement and other solicitation materials and documents), approves procedures for soliciting, receiving, and tabulating votes on the Plan, and establishes deadlines for filing objections to the Plan and the Disclosure Statement. The process set forth in the Disclosure Statement Order will enable parties in interest, including Canadian creditors and stakeholders, to receive notice of the Plan and, where applicable, cast their vote with respect to the acceptance or rejection of the Plan. The solicitation and voting process embodied in the Disclosure Statement Order is the next step in the process of the Debtors, including the Canadian Debtors, to achieve a successful emergence from the Chapter 11 Cases.

29. My understanding of the Disclosure Statement Order, the Plan, the Plan Transaction, and the related motions, documents and developments described in this affidavit is based primarily on my discussions with and information provided by counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, and counsel to the Canadian Debtors, Goodmans LLP.

## **II. DEVELOPMENTS IN THE CHAPTER 11 CASES**

### **A. General Overview**

30. Concurrently with the commencement of the Chapter 11 Cases, the Debtors entered into a restructuring support agreement (the “**Original RSA**”) with the Ad Hoc First Lien Group. The Original RSA contemplated a credit bid acquisition of substantially all of the Debtors’ assets by the Stalking Horse Bidder, whose bid would serve as a stalking horse bid in a marketing and sale process to be conducted in the Chapter 11 Cases.

31. In furtherance of the restructuring contemplated by the Original RSA, the Debtors filed motions on November 23, 2022 for approval of the Bidding Procedures Order (the “**Bidding Procedures Motion**”) and for approval of the Bar Date Order (the “**Bar Date Motion**”).

32. A number of the Debtors’ stakeholders filed objections to the Bidding Procedures Motion, including the UCC, the OCC, the FCR, an ad hoc group of holders of first lien, second lien and unsecured indebtedness of the Debtors (the “**Ad Hoc Cross-Holder Group**”), an ad hoc group of holders of first lien and certain other indebtedness of the Debtors who were not party to the Original RSA (the “**Non-RSA 1Ls**”), an ad hoc group of unsecured noteholders of the Debtors, the U.S. Trustee, and the DMPs.

33. On January 23, 2023, the UCC and the OCC jointly filed the *Motion of the Official Committee of Unsecured Creditors and the Official Committee of Opioid Claimants For (I) Entry of an Order Granting Leave, Standing, and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors and (II) Settlement Authority in Respect of Such Claims* (the “**Joint Standing Motion**”). Pursuant to the Joint Standing Motion, the UCC and the OCC sought standing to commence and prosecute three complaints related to the validity of the liens of the Prepetition First Lien Secured Parties (as defined in the Cash Collateral Order) and one complaint related to prepetition compensation of the Debtors’ executives and other personnel.

34. On January 27, 2023, the Bankruptcy Court entered a *Stipulation and Order (A) Granting Mediation and (B) Referring Matters to Mediation* (the “**Mediation Order**”) ordering the Mediation among the Debtors, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the UCC, the OCC, the FCR, the Multi-State EC, and certain agencies of the U.S. Government (collectively, the “**Mediation Parties**”). The Mediation was conducted by the

Honourable Shelley C. Chapman, a retired U.S. Bankruptcy Judge for the Southern District of New York.

35. On March 3, 2023, the Debtors informed the Bankruptcy Court at a status conference that the Ad Hoc First Lien Group had reached resolutions in principle with the OCC, the UCC, the Ad Hoc Cross-Holder Group and the Non-RSA 1Ls that would resolve certain of those parties' objections relating to the Debtors' proposed Sale Process. On March 24, 2023, the following documents, among others, were filed with the Bankruptcy Court:

- (a) *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters* (the "**Resolution Stipulation**"), a copy of which was attached as Exhibit "C" to my affidavit sworn April 18, 2023 (the "**Third Vas Affidavit**"). The Resolution Stipulation includes, as exhibits, copies of the term sheets memorializing the resolutions reached with the OCC and the UCC (as amended, the "**OCC Resolution Term Sheet**" and the "**UCC Resolution Term Sheet**," respectively); and
- (b) *Notice of Filing of Amended and Restated Restructuring Support Agreement*, containing an Amended and Restated Restructuring Support Agreement (the "**Amended RSA**"), a copy of which was attached as Exhibit "D" to the Third Vas Affidavit.

36. As a result of the resolutions reached in the Resolution Stipulation and the Amended RSA, which were described in detail in the Third Vas Affidavit, the Debtors were able to move forward

with the Bidding Procedures Motion and the Bar Date Motion with the support of the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the UCC and the OCC.

37. The Bankruptcy Court heard the Debtors' motions for the Bidding Procedures Order and the Bar Date Order on March 28 and 29, 2023. At the hearing, the U.S. Trustee and the FCR objected to the granting of the Bidding Procedures Order. These objections were overruled by Judge Garrity, and the Bankruptcy Court entered the Bidding Procedures Order and the Bar Date Order. This Court granted the Fourth Supplemental Order recognizing the Bidding Procedures Order and the Bar Date Order on April 25, 2023.

38. On May 16, 2023, the Bankruptcy Court entered an order modifying the procedures to permit additional parties in interest other than the Mediation Parties to participate voluntarily in the Mediation with respect to specific issues in response to a request from a Mediation Party or the Mediator.

#### **B. Implementation of the Debtors' Notice Plan**

39. The Bidding Procedures Order and the Bar Date Order approved a plan for providing notice to known and unknown claimants and parties in interest of (a) the proposed sale of substantially all of the Debtors' assets and critical dates related thereto; and (b) deadlines for all entities and persons to file a proof of claim against any of the Debtors for prepetition claims (the "**Notice Plan**").

40. The implementation of the Debtors' Notice Plan is described in the *Declaration of Jeanne C. Finegan, APR in Connection With Sale Motion and Bar Date Motion* (the "**Second Finegan Declaration**") dated July 26, 2023 and filed by the Debtors in the Chapter 11 Cases. A copy of the

Second Finegan Declaration was attached as Exhibit “Q” to the affidavit of Erik Axell sworn November 27, 2023 in these proceedings. Capitalized terms used and not defined in this Section II.B have the meanings given to them in the Second Finegan Declaration.

41. I have reviewed the Second Finegan Declaration and I note that it indicates the following:
- (a) the Notice Plan accomplished its goal of providing comprehensive notice to known and unknown claimants and parties in interest, specifically to provide notice to known and unknown claimants and parties in interest of the Sale and Bar Dates;
  - (b) the Notice Plan was specifically designed to target potential product claimants, including holders of claims relating to the Debtors’ sale and marketing of opioids;
  - (c) the extensive nature of the noticing program ranks the Debtors’ Notice Plan as one of the largest legal notice programs deployed in chapter 11 cases;
  - (d) the Notice Plan provided actual, written notice to known and potential product claimants as well as other known parties in interest, including distribution of the Sale Notice and the Bar Date Notice as outlined in the Bidding Procedures Order and Bar Date Order, respectively;
  - (e) the Media Notice Plan component of the Notice Plan ultimately reached an estimated 90% of Canadian adults 18 years of age and older with an estimated average frequency of over ten times, resulting in approximately 432 million total impressions in Canada across all media channels; and

- (f) in Canada, the Notice Plan included notices in English- and French-language magazines (*Canadian Living*, *Maclean's*, and *Reader's Digest*) and newspapers (*Globe & Mail*, *National Post*, *Le Journal de Montreal*), online display advertising, social media advertising, and press releases.

### **C. Outcome of the Bidding Procedures**

42. Capitalized terms used and not defined in this Section II.C have the meanings given to them in the Bidding Procedures Order.

43. The Bidding Procedures Order provided for a two-stage Sale Process, followed by an auction if necessary, to determine the Successful Bid(s). In “Phase A” of the Sale Process, eligible Prospective Bidders received access to a data room and confidential information memorandum. To qualify as a Qualified Bidder and participate in “Phase B” of the Sale Process as an Acceptable Bidder, Prospective Bidders were required to submit a non-binding Indication of Interest by the Indication of Interest Deadline (June 13, 2023) that complied with the requirements of the Bidding Procedures.

44. The Bidding Procedures set forth the requirements of a Qualified Bid, including that the value of any Bid or sum of Bids must (a) provide for the payment in cash in an amount that exceeds the sum of (i) US\$5,862,679,000.00 (being the principal amount of the Prepetition First Lien Indebtedness), (ii) US\$5 million on account of unencumbered assets, and (iii) the US\$116 million Wind-Down Amount; and (b) provide for the funding of certain professional fees.

45. The Bidding Procedures provided that the Debtors would solicit bids for all or substantially all of the Debtors' assets (a "**WholeCo Bid**") or bids for individual assets or any collection of assets that is less than all or substantially all of the Debtors' assets (a "**Parts Bid**").

46. In support of the Sale Motion, the Debtors filed a declaration of Tarek elAguizy dated July 26, 2023 (the "**elAguizy Declaration**") in the Chapter 11 Cases, a copy of which is attached hereto as Exhibit "G". I understand that Mr. elAguizy is a partner at PJT Partners LP ("**PJT**"), the Debtors' investment banker. The elAguizy Declaration provides an overview of the conduct and results of the Sale Process. I have reviewed the elAguizy Declaration and note that it indicates the following:

- (a) the Sale Process, as set forth in the Bidding Procedures, facilitated broad and inclusive outreach to both strategic buyers and financial sponsors with potential interest in the Debtors' Assets in order to contact the broadest possible set of Potential Bidders that may submit attractive bids for the Debtors' Assets;
- (b) overall, PJT communicated with a total of 152 potentially interested parties, including 77 financial sponsors and 75 strategic buyers;
- (c) of the parties contacted, 40 parties executed an NDA;
- (d) of the 40 parties that executed an NDA, 19 submitted an Indication of Interest (an "**IOI**"), all of which were Parts Bids for various elements of the Debtors' Assets;

- (e) the Stalking Horse Bid was more than US\$1 billion higher than any single Parts Bid or the implied cumulative gross WholeCo Bid value of the aggregated Parts Bids; and
- (f) the board of directors of Endo Parent, in consultation with the Consultation Parties and the Multi-State EC, determined that, viewed collectively, the IOIs received were not reasonably likely to result in the submission of a Qualified Bid higher than the Stalking Horse Bid.

47. Based on this determination, on June 20, 2023 the Debtors filed a notice in the Chapter 11 Cases indicating that, in accordance with the Bidding Procedures Order, the Debtors decided to accelerate the Sale Process and seek final Bankruptcy Court approval of the Sale.

### **III. STAKEHOLDER RESOLUTIONS**

#### **A. Overview**

48. The Debtors and the Ad Hoc First Lien Group have reached resolutions with substantially all of their key creditor groups during the Chapter 11 Cases. Certain of these resolutions – such as the resolutions with the OCC, the UCC, the Non-RSA 1Ls, and the Ad Hoc Cross-Holder Group – were reached in the initial stages of the Mediation in connection with the objections of such parties to the Bidding Procedures Motion. Other resolutions – including the resolution reached with the Canadian Provinces – were reached following completion of the Sale Process to resolve objections to the Sale.

49. The stakeholder resolutions were originally negotiated in the context of the proposed Sale, and were therefore generally structured as voluntary trusts to be established and funded by the

Stalking Horse Bidder for the benefit of certain eligible unsecured creditors of the Debtors (collectively, the “**Voluntary Trusts**”). The Voluntary Trusts negotiated by the Ad Hoc First Lien Group (on behalf of the Stalking Horse Bidder) included the following:

- (a) a trust for the benefit of general unsecured creditors (the “**Voluntary GUC Creditor Trust**”) pursuant to the UCC Resolution Term Sheet;
- (b) a trust for the benefit of present private opioid claimants (the “**PPOC Trust**”) pursuant to the OCC Resolution Term Sheet;
- (c) trusts for the benefit of certain public opioid claimants (the “**Public Opioid Trust**”) and certain tribal opioid claimants in the United States;
- (d) trusts for future opioid claimants and future mesh product claimants;
- (e) the Canadian Provinces Trust for the benefit of the Canadian Provinces; and
- (f) funding to a trust for the benefit of the Public School Districts in the United States.

50. The resolutions reached with the Canadian Provinces and the DMPs are described in additional detail below.

51. In August 2023, the Debtors adjourned the Sale Hearing while negotiations continued with the U.S. Government regarding both civil and criminal opioid and non-opioid claims against the Endo Group. On November 20, 2023, the Ad Hoc First Lien Group filed a notice in the Chapter 11 Cases attaching a term sheet containing a summary of key terms under discussion in the

Mediation in the interests of reaching a potential resolution of the U.S. Government's objection and certain related claims and disputes.

## **B. Resolution with the Canadian Provinces**

52. As described in the First Vas Affidavit, Paladin and certain other Debtors<sup>6</sup> are named defendants in a proposed class action proceeding in British Columbia brought by the Province of British Columbia as proposed representative plaintiff on behalf of all federal, provincial and territorial governments and agencies (the "**Canadian Provinces Class Action**"). The Canadian Provinces Class Action has been brought against a broad range of industry defendants relating to the manufacturing, distribution and marketing of opioid products in Canada. The Canadian Provinces Class Action is uncertified. A certification hearing before the Supreme Court of British Columbia occurred in December 2023 and a decision on the certification motion is pending.

53. The Canadian Provinces filed ten separate proofs of claim in the Chapter 11 Cases asserting claims against certain Debtors in the aggregate amount of approximately US\$65.7 billion. The federal government of Canada did not file a claim in the Chapter 11 Cases and the applicable bar date has since passed.

54. The Canadian Provinces filed an objection to the Sale in the Chapter 11 Cases on July 14, 2023 (the "**Canadian Provinces Objection**"),<sup>7</sup> in which they objected to the Sale principally on

---

<sup>6</sup> The Debtors that are named defendants in the Canadian Provinces Class Action are Paladin, Endo Parent, Endo Ventures Limited (an Irish public company), and Endo Pharmaceuticals Inc. (a Delaware corporation).

<sup>7</sup> The Canadian Provinces Objection is the *Objection of His Majesty the King in Right of the Province of British Columbia and Other Canadian Governments to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets, and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder as Set Forth Therein* [Docket No. 2418].

the basis of their ineligibility to participate in the PPOC Trust (for the benefit of present private opioid claimants) or the Public Opioid Trust (for the benefit of states and territories of the United States).

55. Following the filing of the Canadian Provinces Objection, the Canadian Provinces voluntarily elected to participate in the Mediation. As a result of the Mediation, the Stalking Horse Bidder and the Canadian Provinces reached a resolution of the Canadian Provinces Objection on the terms set forth in the Canadian Provinces Term Sheet.

56. Pursuant to the terms of the Canadian Provinces Term Sheet, the Stalking Horse Bidder agreed, on closing of the Sale, to establish a voluntary trust for the benefit of the Canadian Provinces and to fund it with an aggregate amount of US\$7.25 million in 11 equal instalments of US\$659,090.91 over 10 years, subject to a prepayment right under which the Stalking Horse Bidder may at any time prepay all or a portion of the then-outstanding payments at a discount rate of 12.75%.

57. The Canadian Provinces Term Sheet provides that each Canadian Province that elects to become a beneficiary of the Canadian Provinces Trust and receive a distribution thereunder shall release the Debtors, the Stalking Horse Bidder and other released parties from opioid claims and certain other released claims on the terms set forth in the Canadian Provinces Term Sheet. The Canadian Provinces Term Sheet provides that the aggregate consideration to be funded to the Canadian Provinces Trust will be reduced proportionally (based on asserted claim values) if any Canadian Province elects not to grant the releases and participate in the trust.

58. The economic terms of the Canadian Provinces Term Sheet, which was originally negotiated in the context of the proposed Sale, have been incorporated into the Plan.

59. Paladin and certain other Debtors are also named defendants, along with other industry defendants, in proposed class action proceedings brought (a) in Alberta by the City of Grand Prairie and the Corporation of the City of Brantford, on behalf of a proposed class of Canadian Municipalities; and (b) in Saskatchewan by the Peter Ballantyne Cree Nation and Lac La Ronge Indian Band, on behalf of a proposed class of Canadian First Nations. These lawsuits are at an early stage and have not yet proceeded to the certification stage. The plaintiffs in these actions have filed claims against the Debtors in the Chapter 11 Cases.

60. In addition to the claims asserted by Canadian governmental entities, I understand from Kroll Restructuring Administration, the Debtors' claims and noticing agent in the Chapter 11 Cases, that approximately 169 Canadian individuals filed personal injury opioid claims against one or more of the Debtors prior to the General Bar Date (July 7, 2023) established pursuant to the Bar Date Order. Subject to satisfying the other eligibility requirements applicable to all personal injury opioid claimants, such individuals will be holders of PI Opioid Claims and will be entitled to obtain a recovery in respect of their claims from the PI Trust.

### **C. Resolution with the DMPs**

61. The DMPs represent a large portion of the Debtors' direct customer base and provide for nearly all of the Debtors' revenue. The DMPs are a group of wholesale distributors, manufacturers of products licensed to the Debtors, manufacturers of products distributed by the Debtors, and retail pharmacies vital to the Debtors' business operations. As described in the First Vas Affidavit,

three wholesale distributors – AmerisourceBergen, McKesson, and Cardinal Health – have accounted for approximately 90% of the Endo Group’s revenues in recent years.

62. Given their role in the supply chain, many of the DMPs are co-defendants with the Debtors and other industry defendants in opioid-related litigation, including the Canadian Actions (as defined below).

63. On January 6, 2023, the DMPs filed a limited objection and reservation of rights to the Bidding Procedures Motion (the “**DMP Objection**”). The DMP Objection related primarily to the procedures contained in the Bidding Procedures Order to facilitate the assumption, assumption and assignment, and rejection of certain executory contracts and unexpired leases (the “**Assumption and Assignment Procedures**”). To provide additional time for the parties to resolve matters without delaying the Sale Process, the Bidding Procedures Order provided that the Assumption and Assignment Procedures do not apply to the DMPs.

64. After entry of the Bidding Procedures Order, the Debtors and the DMPs, in consultation with the Stalking Horse Bidder, engaged in extensive discussions in an effort to resolve disputed matters. On July 18, 2023, the Debtors and the DMPs entered into the DMP Stipulation memorializing the terms of the resolutions. The DMP Stipulation was amended in certain limited respects on July 31, 2023.

65. On August 2, 2023, the Bankruptcy Court approved the DMP Stipulation pursuant to the DMP Stipulation Order. The key terms of the DMP Stipulation include:

- (a) the terms of the DMP Stipulation shall be deemed incorporated by reference into any sale related documentation and any plan of reorganization;

- (b) the DMPs, on the one hand, and the Debtors, on the other hand, shall release each other and their respective Related Parties from all Claims and Causes of Action relating to, *inter alia*, the Debtors (including the Debtors' Opioid-Related Activities, the manufacture, marketing and sale of opioid products, and any past, present or future use or misuse of any opioid sold by the Debtors prior to the Closing Date) and the Chapter 11 Cases, provided that certain ordinary course contractual claims and specified litigation claims are not released;
- (c) the DMPs will retain certain DMP Defensive Rights to reduce liability, obligation or fault based on the Opioid-Related Activities, provided that such DMP Defensive Rights shall not be used to seek any affirmative monetary recovery from the Debtors, the Purchaser<sup>8</sup> or any other Protected Party; and
- (d) the Debtors, the Purchaser and the DMPs will comply with certain parameters for future document discovery that may take place in the Canadian Actions, as described below.

66. Section 8 of the DMP Stipulation addresses the resolutions of the parties with respect to the preservation of documents related to the Canadian Actions, defined in the DMP Stipulation as any judicial, administrative, or other action or claim that has been filed in Canada by a governmental entity or private party in Canada against any of the Debtors in respect of Opioid

---

<sup>8</sup> "Purchaser" is defined in the DMP Stipulation, in relevant part, as "the ultimate buyer(s) of the Debtors' assets in any future Sale Order or plan of reorganization that close(s) on such purchase(s)."

Claims as of the date of the DMP Stipulation, including those identified on Exhibit “C” to the DMP Stipulation. The key terms include the following:

- (a) the Debtors have taken appropriate steps to meet their legal preservation obligations related to the Canadian Actions, including issuing and complying with a legal hold that covers the documents and data set forth in Exhibit “C” to the DMP Stipulation (the “**Legal Hold**”);
- (b) the Debtors and any Purchaser will continue to abide by the Legal Hold until the resolution of the Canadian Actions. To the extent that the Debtors or any Purchaser determine that it is appropriate to suspend the Legal Hold prior to the resolution of the Canadian Actions, the Debtors or the Purchaser, as applicable, will provide advance written notice to the DMPs and counsel for any additional Canadian parties that executes an undertaking in accordance with the DMP Stipulation agreeing to be bound by its terms (collectively with the DMPs, the “**Canadian Parties**”);
- (c) the Debtors and the Purchaser will not suspend the Legal Hold unless the Canadian Parties provide written authorization or until a court of competent jurisdiction authorizes suspension of the Legal Hold;
- (d) the Debtors and any Purchaser will not object to the submission of any dispute over document discovery to the CCAA Court of, if the CCAA Court declines to determine any dispute over document discovery, to the Provincial Superior Court with jurisdiction over the applicable Canadian Action in which the document discovery dispute arises;

- (e) any party to the applicable Canadian Action who seeks document discovery from the Purchaser or the Debtors will seek documents first from other parties to such Canadian Action and will only seek documents from the Purchaser or the Debtors that were not provided by the parties to such Canadian Action after exhaustion of reasonable efforts to compel such production from such other parties; and
- (f) the party requesting such document discovery from the Purchaser or the Debtors shall commit to pay the reasonable fees and expenses incurred by the Purchaser or the Debtors in responding to such document discovery.

67. The Plan provides that the DMP Stipulation and the DMP Stipulation Order shall be incorporated by reference into the Plan and the Confirmation Order, provided that in the event of any inconsistency between (a) the DMP Stipulation and the DMP Stipulation Order, and (b) the Plan or any other Plan Document or Confirmation Order, the DMP Stipulation and the DMP Stipulation Order shall control as to the subject matter of the DMP Stipulation.

#### **IV. THE PLAN**

##### **A. Overview of the Plan**

68. The Plan contemplates a comprehensive restructuring of the Debtors under which:

- (a) substantially all of the business and assets of the Endo Group will be transferred to the Purchaser Entities pursuant to the Plan Transaction;
- (b) holders of First Lien Claims (being claims on account of the Debtors' Prepetition First Lien Indebtedness) will receive, among other consideration, 96.30% of the

equity of the Purchaser Parent (subject to certain dilution) that will directly or indirectly own the Purchaser Entities on implementation of the Plan;

- (c) unsecured creditors (including holders of deficiency claims in respect of the Prepetition Second Lien Indebtedness) will receive the cash or other consideration as set forth in the Plan in full and final satisfaction of their claims; and
- (d) the Plan will implement certain releases and injunctions.

69. The key terms of the Plan are described in detail in the Disclosure Statement, which pursuant to the Disclosure Statement Order has been conditionally approved by the Bankruptcy Court as providing holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan.

70. In recognition that the Debtors are unable to repay in full the US\$5.9 billion in principal amount of Prepetition First Lien Indebtedness, the Plan provides that each holder of an Allowed First Lien Claim shall receive, in full and final satisfaction and release of such Claim, such holder's pro rata share of:

- (a) 96.30% of the Purchaser Equity (subject to dilution pursuant to the Rights Offering, the Backstop Commitment Agreements, and the Management Incentive Plan);

- (b) (i) Cash from the Exit Minimum Cash Sweep<sup>9</sup> if the Exit Minimum Cash Sweep Trigger occurs; (ii) the net proceeds of the Syndicated Exit Financing, if any; and (iii) the New Takeback Debt;<sup>10</sup>
- (c) any accrued adequate protection payments owing in respect of Allowed First Lien Claims pursuant to the Cash Collateral Order; and
- (d) subscription rights to acquire Purchaser Equity pursuant to the First Lien Rights Offering.

71. The Plan classifies holders of claims and interests into 21 voting classes and six non-voting classes. The classes and their respective treatments and voting statuses under the Plan are set forth in the table below, which is reproduced from the Disclosure Statement:

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
1	Priority Non-Tax Claims	<p>Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of (i) the Effective Date; and (ii) the date that is 30 days after the date such Priority Non-Tax Claim becomes an Allowed Claim or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such holder's Allowed Priority Non-Tax Claim, (1) Cash in an amount equal to such Allowed Priority Non-Tax Claim; or (2) such other treatment that shall render such claim Unimpaired under the Bankruptcy Code.</p> <p><b>Impairment:</b> Unimpaired</p> <p><b>Entitlement to Vote:</b> No (conclusively presumed to accept)</p>
2	Other Secured Claims	<p>Except to the extent that a holder of an Allowed Other Secured Claim against the Debtors agrees to a less favorable treatment of such Claim, each holder of</p>

<sup>9</sup> At a high-level, the Exit Minimum Cash Sweep means the transfer to the First Lien Creditors of all cash in excess of US\$200 million held by the Debtors (on an aggregate basis) on the Effective Date.

<sup>10</sup> The New Takeback Debt means new first lien secured takeback debt deemed to be incurred by the Purchaser Obligors as of the Effective Date.

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p>an Allowed Other Secured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claim, at the sole option of the Debtors or the applicable Post-Emergence Entities, as applicable: (i) Cash in an amount equal to such Claim, payable on the later of (1) the Effective Date; (2) the date that is a maximum of 30 days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim; or (3) such other date as agreed to by the Debtors or the applicable Post-Emergence Entities, as applicable, and such holder, or as soon after the applicable of the foregoing clause (1), (2), or (3) as is reasonably practicable; (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; or (iii) such other treatment rendering such holder's Allowed Other Secured Claim Unimpaired under the Bankruptcy Code; provided, that, Other Secured Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.</p> <p><b>Impairment:</b> Unimpaired</p> <p><b>Entitlement to Vote:</b> No (conclusively presumed to accept)</p>
3	First Lien Claims	<p>Except to the extent that a holder of an Allowed First Lien Claim agrees to less favorable treatment, on the Effective Date, each holder of an Allowed First Lien Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claim, such holder's pro rata share of:</p> <ul style="list-style-type: none"> <li>(i) 96.30% of the Purchaser Equity (subject to dilution by any issuances of Purchaser Equity under or pursuant to (1) the Rights Offerings and the Backstop Commitment Agreements; and (2) the Management Incentive Plan);</li> <li>(ii) (1) if the Exit Minimum Cash Sweep Trigger occurs, Cash from the Exit Minimum Cash Sweep; and/or (2) the net proceeds of the Syndicated Exit Financing, if any, after giving effect to the transactions occurring on the Effective Date; and/or (3) the New Takeback Debt;</li> <li>(iii) the First Lien Accrued and Unpaid Adequate Protection Payments; and</li> <li>(iv) the First Lien Subscription Rights.</li> </ul> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
4(A)	Second Lien Deficiency and Unsecured Notes Claims	<p>Except to the extent that a holder of a Second Lien Deficiency Claim or Unsecured Notes Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Second Lien Deficiency Claims and Unsecured Notes Claims, the GUC Trust shall receive the GUC Trust Consideration in accordance with the GUC Trust Documents, and</p> <ul style="list-style-type: none"> <li>(i) holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims shall receive GUC Subscription Rights; provided, that, the exercise of such GUC Subscription Rights shall be</li> </ul>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p>subject to the terms and conditions set forth in the GUC Rights Offering Documents; and</p> <p>(ii) on the Effective Date, each Second Lien Deficiency Claim and each Unsecured Notes Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by, the GUC Trust and such Claim shall thereafter be asserted exclusively against the GUC Trust. The sole recourse of any holder of a Second Lien Deficiency Claim or an Unsecured Notes Claim on account thereof shall be to the GUC Trust and only in accordance with the terms, provisions, and procedures of the GUC Trust Documents, which shall provide that such Claims shall be Allowed in the amounts set forth above and administered by the GUC Trust and holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims shall receive:</p> <ol style="list-style-type: none"> <li>(1) such holders' applicable share of the GUC Trust Purchaser Equity; and</li> <li>(2) such holders' pro rata share of GUC Trust Class A Units.</li> </ol> <p><i>Incremental Trust Distributions in Exchange for Granting GUC Releases.</i> The procedures governing Distributions set forth in the GUC Trust Documents shall provide for an additional payment by the GUC Trust to any holder of an Allowed Second Lien Deficiency Claim or Allowed Unsecured Notes Claim who is entitled to receive a Distribution from the GUC Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the GUC Trust shall be in exchange for such holder's granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to Section 4.4(e)(ii) of the Plan, by (ii) a multiplier of 4x. Notwithstanding the foregoing, Section 4.4(f) of the Plan shall not apply with respect to GUC Subscription Rights or any Purchaser Equity issued or distributed as a result of the exercise of GUC Subscription Rights as contemplated by Section 4.4(e)(i) of the Plan.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
4(B)	Other General Unsecured Claims	<p>Except to the extent that a holder of an Other General Unsecured Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Other General Unsecured Claims, (i) the GUC Trust shall receive the GUC Trust Consideration in accordance with the GUC Trust Documents; and (ii) each Other General Unsecured Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust, and such Other General Unsecured Claim shall thereafter be asserted exclusively against the GUC Trust and treated solely in accordance with the terms, provisions, and procedures of the GUC Trust Documents, which</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p>shall provide that Other General Unsecured Claims shall be either Allowed and administered by the GUC Trust or otherwise Disallowed and released in full. Holders of Allowed Other General Unsecured Claims shall receive a recovery, if any, from the GUC Trust Consideration. The sole recourse of any holder of an Other General Unsecured Claim on account thereof shall be to the GUC Trust and only in accordance with the terms, provisions, and procedures of the GUC Trust Documents.</p> <p><i>Incremental Trust Distributions in Exchange for Granting GUC Releases.</i> The procedures governing Distributions set forth in the GUC Trust Documents shall provide for an additional payment by the GUC Trust to any holder of an Allowed Other General Unsecured Claim who is entitled to receive a Distribution from the GUC Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the GUC Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the GUC Trust Documents, by (ii) a multiplier of 4x. Notwithstanding the foregoing, Section 4.5(d) of the Plan shall not apply with respect to GUC Subscription Rights or any Purchaser Equity issued or distributed as a result of the exercise of GUC Subscription Rights.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
4(C)	Mesh Claims	<p>Except to the extent that a holder of a Mesh Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Mesh Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Mesh Claims Trust Consideration, in accordance with the Mesh Claims Trust Documents; and (ii) each Mesh Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Mesh Claims shall be exclusively handled by the Mesh Claims Trust, which shall be funded with the Mesh Claims Trust Consideration in accordance with the Mesh Claims Trust Documents, and Mesh Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Mesh Claims Trust Documents, which shall provide that Mesh Claims shall be either Allowed and administered by the Mesh Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Mesh Claims shall receive a recovery, if any, from the Mesh Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Mesh Claim on account thereof shall be to the Mesh Claims Trust and only in accordance with the terms, provisions, and procedures of the Mesh Claims Trust Documents.</p> <p><i>Incremental Trust Distributions in Exchange for Granting GUC Releases.</i> The procedures governing Distributions set forth in the Mesh Claims Trust Documents shall provide for an additional payment by the Mesh Claims Trust to any holder of an Allowed Mesh Claim who is entitled to receive a Distribution</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p>from the Mesh Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Mesh Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Mesh Claims Trust Documents, by (ii) a multiplier of 4x.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
4(D)	Ranitidine Claims	<p>Except to the extent that a holder of a Ranitidine Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Ranitidine Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Ranitidine Claims Trust Consideration, in accordance with the Ranitidine Claims Trust Documents; and (ii) each Ranitidine Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Ranitidine Claims shall be exclusively handled by the Ranitidine Claims Trust, which shall be funded with the Ranitidine Claims Trust Consideration in accordance with the Ranitidine Claims Trust Documents, and Ranitidine Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Ranitidine Claims Trust Documents, which shall provide that Ranitidine Claims shall be either Allowed and administered by the Ranitidine Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Ranitidine Claims shall receive a recovery, if any, from the Ranitidine Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Ranitidine Claim on account thereof shall be to the Ranitidine Claims Trust and only in accordance with the terms, provisions, and procedures of the Ranitidine Claims Trust Documents.</p> <p><b>Incremental Trust Distributions in Exchange for Granting GUC Releases.</b> The procedures governing Distributions set forth in the Ranitidine Claims Trust Documents shall provide for an additional payment by the Ranitidine Claims Trust to any holder of an Allowed Ranitidine Claim who is entitled to receive a Distribution from the Ranitidine Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Ranitidine Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Ranitidine Claims Trust Documents, by (ii) a multiplier of 4x.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
4(E)	Generics Price Fixing Claims	<p>Except to the extent that a holder of a Generics Price Fixing Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Generics Price</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p>Fixing Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Generics Price Fixing Claims Trust Consideration, in accordance with the Generics Price Fixing Claims Trust Documents; and (ii) each Generics Price Fixing Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Generics Price Fixing Claims shall be exclusively handled by the Generics Price Fixing Claims Trust, which shall be funded with the Generics Price Fixing Claims Trust Consideration in accordance with the Generics Price Fixing Claims Trust Documents, and Generics Price Fixing Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Generics Price Fixing Claims Trust Documents, which shall provide that Generics Price Fixing Claims shall be either Allowed and administered by the Generics Price Fixing Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Generics Price Fixing Claims shall receive a recovery, if any, from the Generics Price Fixing Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Generics Price Fixing Claim on account thereof shall be to the Generics Price Fixing Claims Trust and only in accordance with the terms, provisions, and procedures of the Generics Price Fixing Claims Trust Documents.</p> <p><i>Incremental Trust Distributions in Exchange for Granting GUC Releases.</i> The procedures governing Distributions set forth in the Generics Price Fixing Claims Trust Documents shall provide for an additional payment by the Generics Price Fixing Claims Trust to any holder of an Allowed Generics Price Fixing Claim who is entitled to receive a Distribution from the Generics Price Fixing Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Generics Price Fixing Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Generics Price Fixing Claims Trust Documents, by (ii) a multiplier of 4x.</p> <p><b><i>Impairment:</i></b> Impaired</p> <p><b><i>Entitlement to Vote:</i></b> Yes</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
4(F)	Reverse Payment Claims	<p>Except to the extent that a holder of a Reverse Payment Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Reverse Payment Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Reverse Payment Claims Trust Consideration, in accordance with the Reverse Payment Claims Trust Documents; and (ii) each Reverse Payment Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Reverse Payment Claims shall be exclusively handled by the Reverse Payment Claims Trust, which shall be funded with the Reverse Payment Claims Trust Consideration in accordance with the Reverse Payment Claims Trust Documents, and Reverse Payment Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Reverse Payment Claims Trust Documents, which shall provide that Reverse Payment Claims shall be either Allowed and administered by the Reverse Payment Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Reverse Payment Claims shall receive a recovery, if any, from the Reverse Payment Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Reverse Payment Claim on account thereof shall be to the Reverse Payment Claims Trust and only in accordance with the terms, provisions, and procedures of the Reverse Payment Claims Trust Documents.</p> <p><i>Incremental Trust Distributions in Exchange for Granting GUC Releases.</i> The procedures governing Distributions set forth in the Reverse Payment Claims Trust Documents shall provide for an additional payment by the Reverse Payment Claims Trust to any holder of an Allowed Reverse Payment Claim who is entitled to receive a Distribution from the Reverse Payment Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Reverse Payment Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Reverse Payment Claims Trust Documents, by (ii) a multiplier of 4x.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
5	U.S. Government Claims	<p>On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, the holders of the U.S. Government Claims shall receive the U.S. Government Resolution Consideration pursuant to and in accordance with the terms of the U.S. Government Resolution Documents.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
6(A)	State Opioid Claims	<p>Except to the extent that a holder of a State Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the State Opioid Claims, (i) the Public Opioid Trust shall receive the Public Opioid Consideration in accordance with the Public Opioid Distribution Documents; and (ii) each State Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Public Opioid Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the Public Opioid Trust. The sole recourse of any holder of a State Opioid Claim on account thereof shall be to the Public Opioid Trust and only in accordance with the terms, provisions, and procedures of the Public Opioid Distribution Documents, pursuant to which any holder of a State Opioid Claim that votes to accept the Plan shall be deemed to hold an Allowed State Opioid Claim and shall be eligible to participate in the Public Opioid Trust, in each case, in accordance with the Public Opioid Distribution Documents.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
6(B)	Local Government Opioid Claims	<p>On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, holders of Local Government Opioid Claims shall be eligible to receive distributions from their respective State in accordance with such State's opioid abatement programs, subject to the laws and agreements of such State and such State's opioid abatement programs. For the avoidance of doubt, the treatment provided with respect to this Class 6(B) shall not prevent any Local Government from participating in its respective State's opioid abatement programs as provided by and in accordance with applicable State law and agreements, regardless of whether such Local Government filed a Local Government Opioid Claim and/or voted to accept or reject the Plan.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
6(C)	Tribal Opioid Claims	<p>Except to the extent that a holder of a Tribal Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Tribal Opioid Claims, (i) the Tribal Opioid Trust shall receive the Tribal Opioid Consideration in accordance with the Tribal Opioid Distribution Documents; and (ii) each Tribal Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Tribal Opioid Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the Tribal Opioid Trust. The sole recourse of any holder of a Tribal Opioid Claim on account thereof shall be to the Tribal Opioid Trust and only in accordance with the terms, provisions, and procedures of the Tribal Opioid Distribution Documents, which shall provide that (1) such Claims shall be either Allowed and administered by the Tribal Opioid Trust or otherwise Disallowed and released in full; and (2) holders of Tribal Opioid Claims shall receive the applicable shares of the Tribal Opioid Consideration allocated to such holders</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p>as set forth in the Tribal Opioid Distribution Documents, in each case, in accordance with and subject to the terms of the Tribal Opioid Distribution Documents.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
7(A)	PI Opioid Claims	<p>Except to the extent that a holder of a PI Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the PI Opioid Claims, (i) the PI Trust shall receive the PI Trust Share in accordance with the PI Trust Documents; and (ii) each PI Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of the Plan and subsequently channeled to the PI Trust, and all of the Debtors' liability for such Claim shall be assumed by the PI Trust and such PI Opioid Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the PI Trust Documents. Holders of Allowed PI Opioid Claims shall receive a recovery, if any, from the PI Trust Share, in each case, in accordance with and subject to the terms of the PI Trust Documents.</p> <p><i>Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.</i> The procedures governing Distributions set forth in the PI Trust Documents shall provide for an additional payment by the PI Trust to any holder of an Allowed PI Opioid Claim who is entitled to receive a Distribution from the PI Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the PI Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the PI Trust Documents, by (ii) a multiplier of 4x.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
7(B)	NAS PI Claims	<p>Except to the extent that a holder of a NAS PI Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the NAS PI Claims, (i) the NAS PI Trust shall receive the NAS PI Trust Share in accordance with the NAS PI Trust Documents; and (ii) each NAS PI Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of the Plan and subsequently channeled to the NAS PI Trust, and all of the Debtors' liability for such Claim shall be assumed by the NAS PI Trust and such NAS PI Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the NAS PI Trust Documents. Holders of Allowed NAS PI Claims shall receive a recovery, if any, from the NAS PI Trust Share, in each case, in accordance with and subject to the terms of the NAS PI Trust Documents.</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p><i>Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.</i> The procedures governing Distributions set forth in the NAS PI Trust Documents shall provide for an additional payment by the NAS PI Trust to any holder of an Allowed NAS PI Claim who is entitled to receive a Distribution from the NAS PI Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the NAS PI Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the NAS PI Trust Documents, by (ii) a multiplier of 4x.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
7(C)	Hospital Opioid Claims	<p>Except to the extent that a holder of a Hospital Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Hospital Opioid Claims, (i) the Hospital Trust shall receive the Hospital Trust Share in accordance with the Hospital Trust Documents; and (ii) each Hospital Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of the Plan and subsequently channeled to the Hospital Trust, and all of the Debtors' liability for such Claim shall be assumed by the Hospital Trust and such Hospital Opioid Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the Hospital Trust Documents. Holders of Allowed Hospital Opioid Claims shall receive a recovery, if any, from the Hospital Trust Share, in each case, in accordance with and subject to the terms of the Hospital Trust Documents.</p> <p><i>Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.</i> The procedures governing Distributions set forth in the Hospital Trust Documents shall provide for an additional payment by the Hospital Trust to any holder of an Allowed Hospital Opioid Claim who is entitled to receive a Distribution from the Hospital Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the Hospital Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Hospital Trust Documents, by (ii) a multiplier of 4x.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
7(D)	TPP Claims	<p>Except to the extent that a holder of a TPP Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the TPP Claims, (i) the TPP Trust shall receive the TPP Trust Share in accordance with the TPP Trust Documents; and (ii) each TPP Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p>10.9 of the Plan and subsequently channeled to the TPP Trust, and all of the Debtors' liability for such Claim shall be assumed by the TPP Trust and such TPP Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the TPP Trust Documents. Holders of Allowed TPP Claims shall receive a recovery, if any, from the TPP Trust Share, in each case, in accordance with and subject to the terms of the TPP PI Trust Documents.</p> <p><i>Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.</i> The procedures governing Distributions set forth in the TPP Trust Documents shall provide for an additional payment by the TPP Trust to any holder of an Allowed TPP Claim who is entitled to receive a Distribution from the TPP Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the TPP Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the TPP Trust Documents, by (ii) a multiplier of 4x.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
7(E)	IERP II Claims	<p>Except to the extent that a holder of an IERP II Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the IERP II Claims, (i) the IERP Trust II shall receive the IERP Trust II Share in accordance with the IERP Trust II Documents; and (ii) each IERP II Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of the Plan and subsequently channeled to the IERP Trust II, and all of the Debtors' liability for such Claim shall be assumed by the IERP Trust II and such IERP II Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the IERP Trust II Documents. Holders of Allowed IERP II Claims shall receive a recovery, if any, from the IERP Trust II Share, in each case, in accordance with and subject to the terms of the IERP Trust II Documents.</p> <p><i>Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.</i> The procedures governing Distributions set forth in the IERP Trust II Documents shall provide for an additional payment by the IERP Trust II to any holder of an Allowed IERP II Claim who is entitled to receive a Distribution from the IERP Trust II and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the IERP Trust II shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the IERP Trust II Documents, by (ii) a multiplier of 4x.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
8	Public School District Claims	<p>As of the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, all Allowed Public School District Claims, the Opioid School District Recovery Trust shall be funded with the Opioid School District Recovery Trust Consideration in accordance with the Opioid School District Recovery Trust Governing Documents.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
9	Canadian Provinces Claims	<p>Except to the extent that a holder of a Canadian Provinces Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Canadian Provinces Claims, (i) the Canadian Provinces Trust shall receive the Canadian Provinces Consideration in accordance with the Canadian Provinces Distribution Documents, pursuant to which the aggregate amount of Canadian Provinces Consideration shall be subject to adjustment depending on the number of Canadian Provinces that grant or are deemed to grant, as applicable, the Non-GUC Releases; and (ii) each Canadian Provinces Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Canadian Provinces Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the Canadian Provinces Trust. The sole recourse of any holder of a Canadian Provinces Claim on account thereof shall be to the Canadian Provinces Trust and only in accordance with the terms, provisions, and procedures of the Canadian Provinces Distribution Documents, which shall provide that (1) such Claims shall be either Allowed and administered by the Canadian Provinces Trust or otherwise Disallowed and released in full; and (2) the Canadian Provinces shall receive the applicable allocated portion of the Canadian Provinces Consideration set forth in the Canadian Provinces Term Sheet except as otherwise agreed between the Debtors, the Required Consenting Global First Lien Creditors, and the Canadian Provinces.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
10	Settling Co-Defendant Claims	<p>The DMP Stipulation and the DMP Stipulation Order are incorporated by reference into the Plan as though fully set forth therein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claim, each holder of a Settling Co-Defendant Claim shall receive the treatment set forth in the DMP Stipulation, pursuant to which such Settling Co-Defendant Claims shall be released or subordinated, as applicable, by the applicable Settling Co-Defendants subject to the other terms and conditions of the DMP Stipulation. Notwithstanding anything in the Plan to the contrary, in the event of any inconsistency between any provision in the Plan relating to Settling Co-Defendant Claims and any provision in the DMP Stipulation, the DMP Stipulation shall govern; <i>provided, however, that</i>, notwithstanding anything in the Plan or in the DMP Stipulation or the DMP Stipulation Order to the contrary, nothing in the DMP Stipulation or the DMP Stipulation Order shall affect the discharge provided in <u>Article X</u> of the Plan.</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
11	Other Opioid Claims	<p>Except to the extent that a holder of an Other Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Other Opioid Claims, (i) the Other Opioid Claims Trust shall receive the Other Opioid Claims Trust Consideration in accordance with the Other Opioid Claims Trust Documents; and (ii) each Other Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Other Opioid Claims Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the Other Opioid Claims Trust and such Other Opioid Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the Other Opioid Claims Trust Documents. Holders of Allowed Other Opioid Claims shall receive a recovery, if any, from the Other Opioid Claims Trust Consideration, in each case, in accordance with and subject to the terms of the Other Opioid Claims Trust Documents.</p> <p><i>Incremental Trust Distributions in Exchange for Granting Non-GUC Releases.</i> The procedures governing Distributions set forth in the Other Opioid Claims Trust Documents shall provide for an additional payment by the Other Opioid Claims Trust to any holder of an Allowed Other Opioid Claim who is entitled to receive a Distribution from the Other Opioid Claims Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the Other Opioid Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Other Opioid Trust Documents, by (ii) a multiplier of 4x.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
12	EFBD Claims	<p>Except to the extent that a holder of an EFBD Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the EFBD Claims, (i) the EFBD Claims Trust shall receive the EFBD Claims Trust Consideration in accordance with the EFBD Claims Trust Documents; and (ii) each EFBD Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the EFBD Claims Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the EFBD Claims Trust and such EFBD Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the EFBD Claims Trust Documents. Holders of Allowed EFBD Claims shall receive a recovery, if any, from the EFBD Claims Trust Consideration, in each case, in accordance with and subject to the terms of the EFBD Claims Trust Documents; <i>provided, that,</i> the amount of any Distribution to a holder of an Allowed EFBD Claim on</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p>account of such Allowed EFBD Claim shall not exceed the amount of comparable Distributions provided by another Trust under the Plan to holders of similar Allowed Claims that were filed before the General Bar Date and channeled to such other Trust under the Plan; <i>provided, further, that</i>, the procedures for determining the maximum amount of any Distribution to be made by the EFBD Claims Trust shall be substantially similar to those provided in the Future PI Trust Distribution Procedures.</p> <p><i>Incremental Distributions in Exchange for Granting Non-GUC Releases.</i> The procedures governing Distributions set forth in the EFBD Claims Trust Documents shall provide for an additional payment by the EFBD Claims Trust to any holder of an Allowed EFBD Claim who is entitled to receive a Distribution from the EFBD Claims Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the EFBD Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the EFBD Claims Trust Documents, by (ii) a multiplier of 4x. For the avoidance of doubt, such additional amount shall in no event be greater than the additional amount provided to any holder of an Allowed Present Private Opioid Claim or an Allowed GUC Trust Channeled Claim, as applicable, who received an additional payment in exchange for granting or being deemed to grant, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.</p> <p><b>Impairment:</b> Impaired</p> <p><b>Entitlement to Vote:</b> Yes</p>
13	Intercompany Claims	<p>On the Effective Date, each Intercompany Claim shall either be (i) reinstated; or (ii) settled or deemed automatically cancelled, extinguished, and discharged in the discretion of the Debtors, subject to the consent of the Required Consenting Global First Lien Creditors; provided, that, any Intercompany Claims of any Debtor (other than the Transferred Debtors) against any Purchaser Entity shall be cancelled, extinguished, and discharged.</p> <p><b>Impairment:</b> Unimpaired / Impaired</p> <p><b>Entitlement to Vote:</b> No (conclusively presumed to accept / deemed to reject)</p>
14	Intercompany Interests	<p>On the Effective Date, each Intercompany Interest shall either be (i) transferred, directly or indirectly, to the applicable Purchaser Entities; (ii) reinstated; or (iii) deemed automatically cancelled, extinguished, and discharged, in each case, in the discretion of the Debtors, subject to the consent of the Required Consenting Global First Lien Creditors.</p> <p><b>Impairment:</b> Unimpaired / Impaired</p> <p><b>Entitlement to Vote:</b> No (conclusively presumed to accept / deemed to reject)</p>
15	Subordinated, Recharacterized, or Disallowed Claims	<p>On the Effective Date, each Subordinated, Recharacterized or Disallowed Claim, shall be cancelled, extinguished, and discharged, and each holder thereof shall not receive or retain any property under the Plan on account of such Claim.</p>

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		<p>To the extent that any Claim in Class 15 arising out of or relating to Opioid-Related Activities or any Opioids or Opioid Products manufactured, marketed, or sold by the Debtors, including any Co-Defendant Claim, that is Disallowed pursuant to section 502(e) of the Bankruptcy Code is later Allowed in accordance with section 502(j) of the Bankruptcy Code, on the date of the Allowance of such Claim, such Claim shall automatically be subordinated pursuant to section 509(c) of the Bankruptcy Code and shall therefore be automatically deemed a Subordinated, Recharacterized, or Disallowed Claim and such Claim shall automatically be cancelled, extinguished, and discharged in accordance with Section 4.27(c) of the Plan.</p> <p><i>Impairment:</i> Impaired</p> <p><i>Entitlement to Vote:</i> No (deemed to reject)</p>
16	Existing Equity Interests	<p>On the Effective Date, each Existing Equity Interest, shall be cancelled, extinguished, and discharged, subject to applicable law, and each holder thereof shall not receive or retain any property under the Plan on account of such Existing Equity Interest.</p> <p><i>Impairment:</i> Impaired</p> <p><i>Entitlement to Vote:</i> No (deemed to reject)</p>

## B. Plan Releases

72. The Plan includes consensual third party releases which each creditor has the option to grant, or not to grant. Broadly speaking, the third party releases consist of: (a) the GUC Releases, which are releases given by the GUC Releasing Parties (being generally the GUC Trust,<sup>11</sup> its sub-trusts, and the non-opioid unsecured creditors whose claims are channelled to such trusts); and (b) the Non-GUC Releases, which are releases given by the Non-GUC Releasing Parties (being generally creditors and interest holders other than the GUC Releasing Parties, including public and private opioid claimants).

<sup>11</sup> The GUC Trust is the Voluntary GUC Creditor Trust to be established pursuant to the UCC Resolution Term Sheet.

73. The parties released under the GUC Releases and Non-GUC Releases include the Debtors, the Post-Emergence Entities, each Prepetition Secured Party, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the OCC, the UCC, the FCR, the Multi-State EC, the officers and directors of the Debtors (subject to certain exceptions with respect to the GUC Releases as specified in the Plan, including that a director that is offered but does not agree to continue in the same position or one or more position(s) of similar seniority post-Effective Date is not a released party for purposes of the GUC Releases), and others. The GUC Releases and the Non-GUC Releases do not release the Excluded Parties set forth in the Plan.

74. The Plan contains deeming provisions with respect to the granting of the third party releases depending on whether a particular creditor or interest holder votes for, against, or abstains from voting on the Plan. A creditor or interest holder has the ability to opt in or opt out, as applicable, to grant the third party releases in circumstances where the creditor votes against or abstains from voting on the Plan. The specific release deeming provisions and opt in and opt out requirements are described in the Plan and the Disclosure Statement and summarized in the Committee Letters of Support (as defined below).

75. The Plan provides that holders of certain Trust Channelled Claims (which are claims channeled to the trusts to be formed under the Plan, including Other General Unsecured Claims, PI Opioid Claims, and Other Opioid Claims, among others) that grant the applicable releases are entitled to an additional payment from the applicable trust in exchange for granting the applicable releases. These entitlements to additional payments in exchange for granting the applicable releases are also described in detail in the Committee Letters of Support.

76. By way of example of the foregoing, the Plan provides that (a) the holder of a PI Opioid Claim that votes to accept the Plan is deemed to grant the Non-GUC Release and receive an enhanced distribution; and (b) the holder of a PI Opioid Claim that votes to reject the Plan, or abstains from voting on the Plan, must affirmatively make an “opt in” election in order to grant the Non-GUC Release and receive an enhanced distribution.

77. The Plan releases and discharges, effective as of the Effective Date, all Claims, Interests and Causes of Action of any nature against the Debtors, the Debtors’ Estates and any of their assets and properties, regardless of whether a proof of claim in respect of such Claim or Interest was filed in the Chapter 11 Cases. However, any person (other than a Future PI Claimant) that did not file a proof of claim by the applicable bar date and is therefore not entitled to vote on or receive a distribution under the Plan is not deemed to grant the GUC Releases or Non-GUC Releases under the Plan.

### **C. Letters in Support of Plan from the Committees**

78. The Plan is supported by the UCC and the OCC, each of which filed letters to their constituents in support of the Plan on January 9, 2024 (the “**Committee Letters of Support**”).<sup>12</sup> The Committee Letters of Support will be included in the Solicitation Packages to be sent to holders of Claims in the Voting Classes.

---

<sup>12</sup> The Committee Letters of Support were filed pursuant to the *Notice of Filing of Committee Letters in Support of (A) Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors and (B) Disclosure Statement with Respect to the Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3534].

79. In the UCC Letter,<sup>13</sup> the UCC recommends that unsecured creditors vote to accept the Plan and opt in to the third-party releases provided for in the Plan in order to receive the maximum entitlement under the Plan. The UCC Letter states: “The [UCC] encourages you to vote to accept the Plan, as it provides for significant recoveries to unsecured creditors that the [UCC] believes exceed recoveries unsecured creditors would receive in a liquidation or under any available alternative plan of reorganization. Accordingly, the [UCC] believes that confirmation of the Plan is in the best interests of all unsecured creditors.”

80. In the OCC Letter,<sup>14</sup> the OCC recommends that holders of opioid claims vote to accept the Plan and grant the third party releases provided for in the Plan in order to receive the maximum entitlement under the Plan. The OCC Letter states: “After significant work, the OCC concluded that the OCC Resolution embodied in the Plan – *i.e.* the payment of US\$119.7 million over two years to Private Opioid Claimants (or US\$89.7 million if paid entirely on the Effective Date of the Plan) – was the best way now available to meet the OCC’s goals and to ensure that funds reach Opioid Claimants as quickly as possible.”

#### **D. Impact of the Plan on Canadian Stakeholders**

81. Completion of the Plan Transaction in accordance with the Plan and the PSA will result in the transfer of substantially all of the business and assets of the Canadian Debtors to a Purchaser Entity incorporated under the laws of Quebec (the “**Canadian Purchaser**”), which will be owned by Purchaser Parent on the Effective Date. Accordingly, completion of the Plan Transaction will

---

<sup>13</sup> The UCC Letter is *The Official Committee of Unsecured Creditors’ Letter in Support of the Disclosure Statement and Plan*.

<sup>14</sup> The OCC Letter is *The Official Committee of Opioid Claimants’ Letter in Support of the Debtors’ Plan*.

result in the continued operation of the Canadian Business on a going concern basis for the benefit of a broad range of Canadian stakeholders.

82. All or substantially all of the employees of the Canadian Debtors will transfer to the Canadian Purchaser in accordance with the PSA and the Plan. Section 5.18 of the Plan provides that (a) the employment contracts of all Automatic Transfer Employees shall transfer by operation of law to the applicable Purchaser Entity; and (b) all Offer Employees shall be offered employment by the applicable Purchaser Entity. The Plan provides that the Purchaser Entities shall provide each Continuing Employee, for a period of one year following the Effective Date or such longer period as required by law, a position, responsibilities, wage or salary, and compensation and benefits no less favourable in the aggregate than were in effect for such employee with the Debtors immediately prior to the Effective Date.

83. Unsecured creditors with Allowed Claims against the Canadian Debtors will be entitled to obtain recoveries on their claims pursuant to and in accordance with the Plan. In particular and in each case subject to meeting all applicable eligibility requirements set forth in the Plan:

- (a) Canadian claimants that hold Allowed Other General Unsecured Claims will be entitled to receive a pro rata distribution from the GUC Trust;
- (b) individual Canadians with Allowed PI Opioid Claims (being personal injury claims relating to exposure to the Debtors' opioid products) will be entitled to receive a pro rata distribution from the PI Trust, which is expected to receive approximately 44.5% of the US\$119.7 million of PPOC Trust Consideration to be paid over two

years (or US\$89.7 million if the PPOC Trust Consideration is paid entirely on the Effective Date of the Plan);

- (c) the Canadian Provinces will be entitled to participate in the Canadian Provinces Trust and receive their proportionate share of Canadian Provinces Consideration of up to US\$7.25 million, as negotiated between the Canadian Provinces and the Ad Hoc First Lien Group in the Mediation;
- (d) Canadian First Nations and Canadian Municipalities with Allowed Other Opioid Claims will be entitled to receive a distribution from the Other Opioid Claims Trust, which will receive aggregate Other Opioid Consideration of up to US\$200,000 in accordance with the Plan. The Debtors' preliminary analysis of the proofs of claim filed in the Chapter 11 Cases indicates that the only Other Opioid Claims identified by the Debtors as of the date of the Disclosure Statement are Other Opioid Claims held by the Canadian First Nations and Canadian Municipalities; and
- (e) the DMP Stipulation and DMP Stipulation Order are incorporated by reference into the Plan and each holder of a Settling Co-Defendant Claim shall receive the treatment set forth in, and subject to the terms of, the DMP Stipulation.

## **V. THE PLAN TRANSACTION**

84. The Plan provides that the Plan Transaction shall be implemented in accordance with the Plan and the PSA to be filed in the Chapter 11 Cases.

85. Under the Plan Transaction, (a) substantially all of the business and assets of the Remaining Debtors will be sold and transferred to the applicable Purchaser Entities; and (b) the equity interests of the Transferred Debtors will be sold and transferred to the applicable Purchaser Entities, in each case free and clear of claims and encumbrances (other than assumed liabilities and permitted encumbrances).

86. As the holders of Allowed First Lien Claims will receive 96.30% (subject to certain dilution) of the equity of the Purchaser Parent upon the implementation of the Plan, the effect of the Plan Transaction is to transfer substantially all of the business and assets of the Endo Group to the Debtors' prepetition first lien lenders.

87. The PSA remains subject to negotiation between the Debtors and the Ad Hoc First Lien Group and will be filed on the docket in the Chapter 11 Cases prior to the Voting Deadline. It is expected that the PSA will be in generally the form of the Stalking Horse Bid, with necessary modifications having regard to subsequent developments in the Chapter 11 Cases and the implementation of the transaction in connection with the Plan.

88. It is expected that both Canadian Debtors will sell and transfer substantially all of their business and assets to the Canadian Purchaser incorporated under the laws of Quebec.

## **VI. THE DISCLOSURE STATEMENT ORDER**

89. The Bankruptcy Court heard the Disclosure Statement Motion on January 9, 2024. There was no opposition to the Disclosure Statement Motion at the hearing, as the sole limited objection filed in respect of the motion was resolved in advance of the hearing.

90. A copy of the Disclosure Statement Order entered by the Bankruptcy Court is attached as Exhibit "A" to this affidavit. Capitalized terms used and not otherwise defined in this Section VI have the meanings given to them in the Disclosure Statement Order.

91. The Disclosure Statement Order, among other things:

- (a) conditionally approves the Disclosure Statement as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code, pending final approval at the Combined Hearing;
- (b) approves the procedures attached as Exhibit 1 to the Disclosure Statement Order for (i) soliciting, receiving and tabulating votes to accept or reject the Plan; (ii) voting to accept or reject the Plan; and (iii) filing objections to the Plan;
- (c) approves the forms of ballots and procedures for the distribution thereof;
- (d) approves the form and methods of distribution of Solicitation Packages and finds that the solicitation materials and documents included in the Solicitation Packages comply with applicable Bankruptcy Rules;
- (e) approves the forms of notice of non-voting status;
- (f) approves the form of cover letter from the Debtors describing the contents of the Solicitation Package, urging claimants with voting claims to vote to accept the Plan, and providing notice of the Combined Hearing;

- (g) approves the form and manner of notice to the attorneys representing holders of certain claims and the directive to be used by such attorneys to indicate how such holders' votes should be solicited;
- (h) approves the manner and form of notice of the Combined Hearing for
  - (i) confirmation of the Plan; and
  - (ii) final approval of the Disclosure Statement;
- (i) approves the form of notice of the Combined Hearing by publication (the "**Publication Notice**") and directs that the Publication Notice be submitted for publication by the Debtors in a number of U.S. and international publications, including the *Globe and Mail* (National Canadian Edition);
- (j) approves the form of notice to be sent to the Contract Notice Parties describing the Plan Assumption and Assignment Procedures; and
- (k) approves the form of notice to be sent to counterparties to Executory Contracts and Unexpired Leases that will be rejected pursuant to the Plan.

92. The Disclosure Statement also establishes the following dates and deadlines with respect to the confirmation of the Plan and the final approval of the Disclosure Statement:

Event	Date
Voting Record Date	January 2, 2024
Conditional Disclosure Statement Hearing	January 9, 2024 at 3:00 p.m. (prevailing Eastern Time)
Solicitation Directive Deadline	December 22, 2023 or January 3, 2024, as applicable

Event	Date
Solicitation Deadline	January 25, 2024, or as soon as reasonably practicable thereafter
Publication Deadline	January 25, 2024
Adequate Assurance/Contract Rejection Objection Deadline	February 9, 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Object to Claims for Voting Purposes	February 14, 2024 at 4:00 p.m. (prevailing Eastern Time)
Plan Supplement Filing Deadline	February 15, 2024
Rule 3018(a) Motion Filing Deadline	February 22, 2024 at 4:00 p.m. (prevailing Eastern Time)
Voting Deadline	February 22, 2024 at 4:00 p.m. (prevailing Eastern Time)
Plan and Disclosure Statement Objection Deadline	February 22, 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Object to Rule 3018(a) Motion	March 7, 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Voting Report	March 7, 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline to File the Confirmation Brief and Omnibus Reply to Plan and Disclosure Statement Objections	March 7, 2024 at 12:00 p.m. (prevailing Eastern Time)
Combined Hearing Date	March 19, 2024, at 10:00 a.m. (prevailing Eastern Time), subject to the Court's availability

## VII. THE SCHEME INDEMNITY ORDER

93. At the hearing to consider the Disclosure Statement Order, the Bankruptcy Court also heard the Debtors' motion<sup>15</sup> for an *Order Authorizing Endo International plc to Enter into the Deed of Indemnity and Contribution* (the "**Scheme Indemnity Order**"). The Bankruptcy Court granted the motion without opposition and the Scheme Indemnity Order was entered on January 11, 2024. My understanding of the facts as set out in this section VII is based on my review of the Debtors' motion for the Scheme Indemnity Order.

94. As Ireland is not a signatory to the UNCITRAL Model on Cross-Border Insolvency and has no analogue to chapter 15 of the Bankruptcy Code or Part IV of the CCAA, the Debtors are pursuing the Scheme under the Irish Companies Act in order to ensure the enforceability of key terms of the Plan pursuant to the laws of Ireland.

95. As set out in the Debtors' motion filed in the Chapter 11 Cases, the purpose of the Scheme Indemnity Order is to permit Endo Parent to enter into a deed poll of indemnity and contribution as a structuring pre-condition to its pursuit of the proposed Scheme in Ireland. Where a multi-entity corporate group is seeking to avail itself of a scheme of arrangement under the Irish Companies Act, one entity within the corporate structure will typically act as the scheme proponent for the group, and the scheme for that company proponent will seek to implement the treatment and discharge of the claims of the creditors of all group entities through third-party releases effectuated in the scheme. By virtue of Endo Parent entering into the deed poll of indemnity and

---

<sup>15</sup> *Debtors' Motion for an Order Authorizing Endo International plc to Enter into the Deed of Indemnity and Contribution* [Docket No. 3358].

contribution as authorized pursuant to the Scheme Indemnity Order, all applicable creditors will be creditors of Endo Parent and therefore able to vote on and be bound by the Scheme.

96. As the Scheme Indemnity Order does not implicate the Canadian Debtors and implementation of the Scheme is a matter of the laws of Ireland, the Foreign Representative is not seeking the recognition of the Scheme Indemnity Order in Canada.

### **VIII. CONCLUSION**

97. I believe that recognition of the Disclosure Statement Order is appropriate in the circumstances and in the best interests of the Canadian Debtors and their stakeholders.

98. The Disclosure Statement Order and the proposed Plan are the result of significant efforts by the Debtors to achieve resolutions with their stakeholders in the Chapter 11 Cases. If approved and implemented, the Plan and the related Plan Transaction will enable the Endo Group to complete a comprehensive restructuring, provide recoveries to secured and unsecured creditors, and continue going concern business operations for the benefit of a broad range of stakeholders. The Disclosure Statement Order prescribes a comprehensive process that will enable parties in interest, including Canadian creditors and stakeholders, to receive notice of the Plan and, where applicable, vote on the Plan. The Disclosure Statement Order and creditor voting on the Plan represent important procedural steps in the Debtors' efforts to complete a comprehensive global restructuring in the Chapter 11 Cases.

SWORN BEFORE ME by videoconference on this 18<sup>th</sup> day of January, 2024. 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)

Name: Erik Axell  
LSO # 853450

Daniel  
Vas



Digitally signed  
by Daniel Vas  
Date: 2024.01.18  
15:38:31 -05'00'

---

Daniel Vas

**THIS IS EXHIBIT "E"**  
**TO THE FOURTH AFFIDAVIT OF DANIEL VAS**  
**SWORN BEFORE ME OVER VIDEOCONFERENCE**  
**THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**SUPPLEMENTAL DECLARATION OF ALEX ORCHOWSKI OF  
KROLL RESTRUCTURING ADMINISTRATION LLC  
REGARDING THE SOLICITATION OF VOTES AND  
TABULATION OF BALLOTS CAST ON THE  
SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF  
ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS**

I, Alex Orchowski, declare, under the penalty of perjury, that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Director of Solicitation at Kroll Restructuring Administration LLC (“Kroll”), located at 55 East 52nd Street, 17th Floor, New York, New York 10055. I am over the age of eighteen and not a party to the above-captioned cases.

2. On March 7, 2024, I submitted a declaration [Docket No. 3799] (the “Original Voting Declaration”) with respect to the solicitation of votes and the tabulation of ballots cast on the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors*, dated November 28, 2023 [Docket No. 3535] (as may be amended, supplemented, or modified from time to time, the “Plan”).<sup>2</sup> Since the submission of my Original

---

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

<sup>2</sup> All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or Disclosure Statement Order (as defined below).

Voting Declaration, which included in its tabulation votes received between the February 22, 2024 at 4:00 PM ET (the “Voting Deadline”) and February 29, 2024 at 4:00 PM ET as directed by the Debtors, the Debtors have received additional Ballots for which the Debtors waived the defect of lateness and have directed Kroll to include in the final tabulation.<sup>3</sup>

3. I now submit this supplemental declaration (this “Supplemental Voting Declaration”) with respect to the solicitation of votes and the tabulation of ballots cast on the Plan, including votes that were not included in the Original Voting Declaration. The voting results I report through this Supplemental Voting Declaration supplant and replace the voting results I reported through the Original Voting Declaration.

4. Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision or from the Debtors or their other professionals, and my review of relevant documents. I am authorized to submit this Declaration on behalf of Kroll. If I were called to testify, I could and would testify competently as to the facts set forth herein.

5. This Court authorized Kroll’s retention as (a) the claims and noticing agent to the above-captioned debtors and debtors in possession (collectively, the “Debtors”) pursuant to the *Order (I) Appointing Kroll Restructuring Administration LLC as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date; and (II) Granting Related Relief*, dated September 9, 2022 [Docket No. 190] and (b) the administrative advisor to the Debtors pursuant to the *Order (I) Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Administrative*

---

<sup>3</sup> Footnote 4 in my Original Voting Declaration informed the Court that in consultation with the Required Consenting Global First Lien Creditors and the Committees, the Debtors instructed Kroll to continue to process Ballots received after February 29, 2024, for consideration for distribution purposes by the applicable Trusts. Such Ballots were not included in the tabulation included in the Original Voting Declaration. The Debtors reserved the right to have Kroll file this Supplemental Voting Declaration before the Confirmation Hearing with the tabulation results of such Ballots.

*Advisor Nunc Pro Tunc to the Petition Date; and (II) Granting Related Relief*, dated October 6, 2022 [Docket No. 342] (collectively, the “Retention Orders”). The Retention Orders authorize Kroll to assist the Debtors with, among other things, the service of solicitation materials and tabulation of votes cast to accept or reject the Plan. Kroll and its employees have considerable experience in soliciting and tabulating votes to accept or reject chapter 11 plans.

**Service and Transmittal of Solicitation Packages and the Tabulation Process**

6. Pursuant to the *Order (I) Scheduling a Combined Hearing for Approval of the Disclosure Statement and Confirmation of the Plan; (II) Conditionally Approving the Adequacy of the Disclosure Statement; (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes, and (D) Procedures for Objections; and (IV) Granting Related Relief*, dated January 12, 2024 [Docket No. 3549] (the “Disclosure Statement Order”), this Bankruptcy Court approved procedures to solicit votes from, and tabulate Ballots submitted by, Holders of Claims entitled to vote on the Plan (the “Solicitation Procedures”). Kroll adhered to the Solicitation Procedures outlined in the Disclosure Statement Order and distributed (or caused to be distributed) Solicitation Packages (including Ballots) to parties entitled to vote on the Plan or such parties’ agent or representative as directed. I supervised the solicitation and tabulation performed by Kroll’s employees.

7. The Disclosure Statement Order established January 2, 2024, as the record date for determining which Holders of Claims were entitled to vote on the Plan (the “Voting Record Date”). Pursuant to the Plan and the Solicitation Procedures, only Holders of Claims as of the Voting Record Date in the following Classes were entitled to vote to accept or reject the Plan (collectively, the “Voting Classes”):

*[Table of Voting Classes Begins on Next Page]*

<b>Plan Class</b>	<b>Class Description</b>
3	First Lien Claims <sup>4</sup>
4(A)	Second Lien Deficiency and Unsecured Notes <sup>5</sup>
4(B)	Other General Unsecured Claims
4(C)	Mesh Claims <sup>6</sup>
4(D)	Ranitidine Claims <sup>7</sup>
4(E)	Generics Price Fixing Claims
4(F)	Reverse Payment Claims
5	U.S. Government Claims
6(A)	State Opioid Claims <sup>8</sup>
6(B)	Local Government Opioid Claims
6(C)	Tribal Opioid Claims
7(A)	PI Opioid Claims
7(B)	NAS PI Claims
7(C)	Hospital Opioid Claims
7(D)	TPP Claims
7(E)	IERP II Claims
8	Public School District Claims
9	Canadian Provinces Claims
10	Settling Co-Defendant Claims
11	Other Opioid Claims

<sup>4</sup> At the direction of the Debtors and in accordance with the information contained in the proof of claim filed by the First Lien Notes Indenture Trustee, valid Ballots received in Class 3 were tabulated against all Debtors.

<sup>5</sup> At the direction of the Debtors and in accordance with the information contained in the proofs of claim filed by the Unsecured Notes Indenture Trustees and Second Lien Notes Indenture Trustee, valid Ballots received in Class 4A were tabulated against all Debtors except Astora Women's Health Ireland Limited; Operand Pharmaceuticals Holdco II Limited; Operand Pharmaceuticals Holdco III Limited; Operand Pharmaceuticals II Limited; and Operand Pharmaceuticals III Limited.

<sup>6</sup> At the direction of the Debtors, valid Ballots received in Class 4(C) were tabulated against Astora Women's Health, LLC; Endo Pharmaceutical Inc.; Endo Health Solutions Inc.; Astora Women's Health Ireland Limited; Endo International plc; Endo Finco Inc.; and Endo Innovation Valera, LLC.

<sup>7</sup> At the direction of the Debtors, valid Ballots received in Class 4(D) were tabulated against Par Pharmaceuticals, Inc.

<sup>8</sup> At the direction of the Debtors, valid Ballots received in Classes 6(A), 6(B), 6(C), 7(A), 7(B), 7(C), 7(D), 7(E), 8, 9, 10, and 11 were tabulated against each of the following Debtors: Endo Pharmaceuticals Inc.; Endo Health Solutions Inc.; Par Pharmaceutical, Inc.; Par Pharmaceutical Companies, Inc.; Endo International plc; Generics Bidco I, LLC; Endo Generics Holdings, Inc.; Par Sterile Products, LLC; Endo Pharmaceuticals Solutions Inc.; Endo Ventures Unlimited; Vintage Pharmaceuticals, LLC; Paladin Labs Inc.; and DAVA Pharmaceuticals, LLC.

Plan Class	Class Description
12	EFBD Claims

As required by the Plan, the voting results for each of the Voting Classes are reported as separate subclasses for each of the applicable Debtors (each a “Voting Subclass”). No other Classes were entitled to vote on the Plan.

8. In accordance with the Solicitation Procedures, Kroll worked closely with the Debtors and their advisors to identify the Holders of Claims entitled to vote in the Voting Classes as of the Voting Record Date, and to coordinate the distribution of Solicitation Packages to these Holders of Claims. A detailed description of Kroll’s distribution of Solicitation Packages is set forth in Kroll’s: (i) *Affidavit of Service of Solicitation Materials*, dated March 6, 2024 [Docket No. 3782] and (ii) *Affidavit of Service of Supplemental Solicitation Materials*, dated March 7, 2024 [Docket No. 3783].<sup>9</sup>

9. Further, in accordance with the Solicitation Procedures, Kroll received, reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the Plan. Each Ballot submitted to Kroll was date-stamped, scanned (if submitted on paper), assigned a ballot number / unique identifier, entered into Kroll’s voting database, and processed in accordance with the Solicitation Procedures. To be included in the tabulation results as valid, a Ballot must have been (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant Holder entitled to vote on the Plan (or such Holder’s authorized representative), (c) returned to Kroll via an approved method of delivery set forth in the Solicitation Procedures, and (d) received by Kroll

---

<sup>9</sup> As detailed in the affidavits, following the commencement of solicitation, Kroll worked with the Debtors and certain parties to supplement service of the Solicitation Packages for certain claimants that were inadvertently omitted from the initial solicitation. A majority of such claimants have either voted by the Voting Deadline or were given extensions to the extent they needed more time to submit their votes.

by the Voting Deadline or by March 15, 2024 at 11:59 PM, in which case the Debtors waived the defect of lateness.

10. The final tabulation of votes cast by deemed timely and properly completed Ballots received by Kroll, including those received between February 29, 2024 and March 15, 2024,<sup>10</sup> is attached hereto as **Exhibit A-1**.<sup>11</sup> A summary chart which aggregates the total amount and number of votes cast for all Debtors by deemed timely and properly completed Ballots received within each Voting Class, including those received between February 29, 2024 and March 15, 2024, is attached hereto as **Exhibit A-2**.<sup>12</sup>

11. Reports of all Ballots excluded from the final tabulation prepared by Kroll, and the reason(s) for the exclusion of such Ballots, are attached hereto as **Exhibit B-1** and **Exhibit B-2**.

*[Page Intentionally Left Blank / Signature Page to Follow]*

---

<sup>10</sup> The Exhibits in this Supplemental Declaration reflect ballots received by Kroll through 11:59 p.m. (prevailing Eastern Time) on March 15, 2024, with the exception of 113 Class 7(A) Ballots voting to accept the Plan, which Kroll received on March 17, 2024. As contemplated in section VIII.27(k) of the Solicitation and Voting Procedures, the Debtors instructed Kroll to waive the defect of lateness for the 113 otherwise valid Class 7(A) Ballots and include them in the final tabulation.

Based upon Kroll's review of the mailing addresses associated with Class 7 Ballots accepted between March 1, 2024, and March 15, 2024, Kroll believes that all but one of the Class 7 Ballots included in this Supplemental Voting Declaration were most likely received from pro se claimants, and the one Class 7 Ballot was received from a claimant who was solicited directly and not through counsel.

<sup>11</sup> The Original Voting Declaration inadvertently excluded one Class 4(A) Ballot received by Kroll from a Second Lien Deficiency and Unsecured Noteholder before February 22, 2024 at 4:00 p.m. (prevailing Eastern Time), which voted to accept the Plan in the amount of \$16,000,000. For the avoidance of doubt, the aforementioned Class 4(A) Ballot has been included in **Exhibit A-1** of this Supplemental Voting Declaration.

<sup>12</sup> As an aggregation of all votes cast against all Debtors, the tabulation set forth in **Exhibit A-2** reflects, in certain instances, multiple timely and properly completed Ballots by the same claimant on account of Claims in the same Class against different Debtors.

Dated: March 18, 2024

/s/ Alex Orchowski  
Alex Orchowski  
Director of Solicitation  
Kroll Restructuring Administration LLC

**Exhibit A-1**

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo International plc	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	357211	4	\$143,819,071.85	\$102,252.00	Accept	
			99.9989%	0.0011%	99.9290%	0.0710%		
	4(C)	Mesh Claims	7673	27	\$7,675.00	\$27.00	Accept	
			99.65%	0.35%	99.65%	0.35%		
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	14	0	\$14.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
	7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept	
			99.70%	0.30%	99.74%	0.26%		
	7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept	
			99.999%	0.001%	99.999%	0.001%		
	7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	2	0	\$2.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
70 Maple Avenue, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Actient Pharmaceuticals LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Actient Therapeutics LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Anchen Incorporated	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Anchen Pharmaceuticals, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Astora Women's Health Ireland Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	7673	27	\$7,675.00	\$27.00	Accept	
			99.65%	0.35%	99.65%	0.35%		
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Astora Women's Health, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	5	0	\$1,707,333.86	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	7673	27	\$7,675.00	\$27.00	Accept	
			99.65%	0.35%	99.65%	0.35%		
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Auxilium International Holdings, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Auxilium Pharmaceuticals, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	5	0	\$233,799.74	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Auxilium US Holdings, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
<b>Bermuda Acquisition Management Limited</b>	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
BioSpecifics Technologies LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	2	0	\$1,960,986.47	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Branded Operations Holdings, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
DAVA International, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
DAVA Pharmaceuticals, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	7	0	\$7.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
	7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept	
		99.70%	0.30%	99.74%	0.26%			
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Aesthetics LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	7	0	\$77,314.09	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Bermuda Finance Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Designated Activity Company	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Eurofin Unlimited Company	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Finance IV Unlimited Company	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Finance LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Finance Operations LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Finco Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	7673	27	\$7,675.00	\$27.00	Accept	
			99.65%	0.35%	99.65%	0.35%		
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Generics Holdings, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
	7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept	
			99.70%	0.30%	99.74%	0.26%		
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Global Aesthetics Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	1	0	\$4,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Global Biologics Unlimited Company	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Global Development Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Global Finance LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Global Ventures	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Health Solutions Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	3	0	\$1,291,668.41	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	7673	27	\$7,675.00	\$27.00	Accept	
			99.65%	0.35%	99.65%	0.35%		
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(F)	Reverse Payment Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
	7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept	
			99.70%	0.30%	99.74%	0.26%		
	7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept	
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Innovation Valera, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	7673	27	\$7,675.00	\$27.00	Accept	
			99.65%	0.35%	99.65%	0.35%		
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Ireland Finance II Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Luxembourg Finance Company I S.à r.l.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Luxembourg Holding Company S.à r.l.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Luxembourg International Financing S.à r.l.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Management Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Par Innovation Company, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	1	0	\$19,603,645.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Pharmaceuticals Finance LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	1	0	\$5,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Pharmaceuticals Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	24	0	\$23,811,446.09	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	7673	27	\$7,675.00	\$27.00	Accept	
			99.65%	0.35%	99.65%	0.35%		
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	6	0	\$6.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	3	0	\$3.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
	7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept	
			99.70%	0.30%	99.74%	0.26%		
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Pharmaceuticals Solutions Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	2	0	\$829,774.40	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
	7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept	
		99.70%	0.30%	99.74%	0.26%			
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Pharmaceuticals Valera Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	2	0	\$2,134.52	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Procurement Operations Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo TopFin Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo U.S. Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo US Holdings Luxembourg I S.à r.l.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Ventures Aesthetics Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Ventures Bermuda Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Ventures Cyprus Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Endo Ventures Unlimited Company	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	4	0	\$4,396,048.21	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept		
		99.70%	0.30%	99.74%	0.26%			
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Generics Bidco I, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	1	0	\$629.23	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	8	0	\$8.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept		
		99.70%	0.30%	99.74%	0.26%			
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Generics International (US) 2, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Generics International (US), Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	2	0	\$2.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Generics International Ventures Enterprises LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Hawk Acquisition Ireland Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Innoteq, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
JHP Acquisition, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
JHP Group Holdings, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Kali Laboratories 2, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Kali Laboratories, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
<b>Moores Mill Properties L.L.C.</b>	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Paladin Labs Canadian Holding Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Paladin Labs Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	2	0	\$49,266.54	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(F)	Reverse Payment Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept		
		99.70%	0.30%	99.74%	0.26%			
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Par Laboratories Europe, Ltd.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Par Pharmaceutical 2, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Par Pharmaceutical Companies, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	4	0	\$778,313.84	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	43	2	\$43.00	\$2.00	Accept	
			95.56%	4.44%	95.56%	4.44%		
	4(F)	Reverse Payment Claims	9	0	\$9.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
		98.67%	1.33%	98.66%	1.34%			
7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept		
		99.70%	0.30%	99.74%	0.26%			
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Par Pharmaceutical Holdings, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	9	0	\$9.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Par Pharmaceutical, Inc.	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	12	1	\$30,936,922.89	\$116,000.00	Accept	
			92.31%	7.69%	99.63%	0.37%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	541	27	\$542.00	\$27.00	Accept	
			95.25%	4.75%	95.25%	4.75%		
	4(E)	Generics Price Fixing Claims	10	2	\$10.00	\$2.00	Accept	
			83.33%	16.67%	83.33%	16.67%		
	4(F)	Reverse Payment Claims	22	0	\$22.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept		
		98.67%	1.33%	98.66%	1.34%			
7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept		
		99.70%	0.30%	99.74%	0.26%			
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Par Sterile Products, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	6	0	\$19,668,629.98	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept		
		99.70%	0.30%	99.74%	0.26%			
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Par, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	2	0	\$2.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Quartz Specialty Pharmaceuticals, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Slate Pharmaceuticals, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	1	0	\$163,513.82	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Timm Medical Holdings, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Vintage Pharmaceuticals, LLC	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(B)	Other General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	1	0	\$1.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept	
			98.70%	1.30%	98.68%	1.32%		
	6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept	
			95.83%	4.17%	96.00%	4.00%		
	7(A)	PI Opioid Claims	35106	475	\$36,027.00	\$491.00	Accept	
			98.67%	1.33%	98.66%	1.34%		
	7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept	
		99.70%	0.30%	99.74%	0.26%			
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
7(D)	TPP Claims	354089	2	\$356,305.00	\$2.00	Accept		
		99.999%	0.001%	99.999%	0.001%			
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept		
		97.66%	2.34%	97.55%	2.45%			
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept		
		100.00%	0.00%	100.00%	0.00%			
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Operand Pharmaceuticals Holdco II Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Operand Pharmaceuticals Holdco III Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Operand Pharmaceuticals II Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Endo International plc, et al.**  
**Exhibit A-1 - Voting Tabulation Summary**

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Operand Pharmaceuticals III Limited	3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept	
			100.00%	0.00%	100.00%	0.00%		
	4(A)	Second Lien Deficiency and Unsecured Notes Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(B)	Other General Unsecured Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(C)	Mesh Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(D)	Ranitidine Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(E)	Generics Price Fixing Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	4(F)	Reverse Payment Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	5	U.S. Government Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(A)	State Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(B)	Local Government Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	6(C)	Tribal Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(A)	PI Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(B)	NAS PI Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(C)	Hospital Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(D)	TPP Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	7(E)	IERP II Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	8	Public School District Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	9	Canadian Provinces Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
	10	Settling Co-Defendant Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.					
11	Other Opioid Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						
12	EFBD Claims	No creditors in this Class were entitled to vote on the Plan. As a result, per Section 3.7 of the Plan, this Class shall be deemed eliminated from the Plan for voting purposes.						

**Exhibit A-2**

**Endo International plc, et al.**  
**Exhibit A-2 - Aggregation of Voting Results**

Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
		%	%	%	%	
3	First Lien Claims	961	0	\$5,420,305,937.76	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	0	\$2,211,267,000.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
4(B)	Other General Unsecured Claims	357,294	5	\$249,339,498.94	\$218,252.00	Accept
		99.999%	0.001%	99.91%	0.09%	
4(C)	Mesh Claims	7,673	27	\$7,675.00	\$27.00	Accept
		99.65%	0.35%	99.65%	0.35%	
4(D)	Ranitidine Claims	541	27	\$542.00	\$27.00	Accept
		95.25%	4.75%	95.25%	4.75%	
4(E)	Generics Price Fixing Claims	115	4	\$115.00	\$4.00	Accept
		96.64%	3.36%	96.64%	3.36%	
4(F)	Reverse Payment Claims	47	0	\$47.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
5	U.S. Government Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.				Accept
6(A)	State Opioid Claims	51	0	\$51.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
6(B)	Local Government Opioid Claims	1745	23	\$1,864.00	\$25.00	Accept
		98.70%	1.30%	98.68%	1.32%	
6(C)	Tribal Opioid Claims	23	1	\$24.00	\$1.00	Accept
		95.83%	4.17%	96.00%	4.00%	
7(A)	PI Opioid Claims	35,106	475	\$36,027.00	\$491.00	Accept
		98.67%	1.33%	98.66%	1.34%	

**Endo International plc, et al.**  
**Exhibit A-2 - Aggregation of Voting Results**

Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
		%	%	%	%	
7(B)	NAS PI Claims	3353	10	\$4,183.00	\$11.00	Accept
		99.70%	0.30%	99.74%	0.26%	
7(C)	Hospital Opioid Claims	739	0	\$739.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
7(D)	TPP Claims	354,089	2	\$356,305.00	\$2.00	Accept
		99.999%	0.001%	99.999%	0.001%	
7(E)	IERP II Claims	1	0	\$1.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
8	Public School District Claims	459	11	\$477.00	\$12.00	Accept
		97.66%	2.34%	97.55%	2.45%	
9	Canadian Provinces Claims	13	0	\$13.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
10	Settling Co-Defendant Claims	3	0	\$4.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	
11	Other Opioid Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Section 3.8 of the Plan, the Plan shall be presumed accepted by this Class for voting purposes.				Accept
12	EFBD Claims	2	0	\$2.00	\$0.00	Accept
		100.00%	0.00%	100.00%	0.00%	

**THIS IS EXHIBIT "F"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

# Whistle-blower complaint could add 'volatility' to Musk's battle with Twitter

Claims from the social-media platform's former security chief say the company misled regulators about security, adding a new dimension to the billionaire's legal showdown

TOM HALS WILMINGTON, DEL.

A whistle-blower's complaint that **Twitter Inc.** misled federal regulators about the company's security risks could provide Elon Musk with fresh ammunition in his bid to get out of buying the company for US\$44-billion.

Until now, Mr. Musk's legal showdown with Twitter has primarily centred on claims the company misled the billionaire about the number of bot and spam accounts on its platform.

The whistle-blower complaint by Twitter's former security chief Peiter Zatkó gives Mr. Musk new angles to pursue in his legal battle, such as claims that Twitter failed to disclose weaknesses in its security and data privacy.

It provides "a different basis for fraud," said Ann Lipton, a professor at Tulane Law School.

It is not clear if and how Mr. Musk's team will use the whistle-blower's information, although Mr. Musk's lawyer, Alex Spiro with Quinn Emanuel Urquhart & Sullivan, said on Tuesday that a subpoena had been issued to Mr. Zatkó.

"We found his exit and that of other key employees curious in light of what we have been finding," Mr. Spiro said in a statement.

Legal experts said the whistle-blower complaint introduced uncertainty to Mr. Musk's showdown with Twitter, rather than dramatically transforming a case that corporate-law specialists have said favours Twitter.

"Volatility is helpful if you're not playing a strong hand. It creates some possibility that something crazy might happen," said Eric Talley, a professor at Columbia Law School, of the whistle-blower complaint.

Twitter's stock closed 2.3 per cent up at US\$40.79.

Mr. Musk, the world's richest person and the chief executive of electric vehicle maker Tesla Inc., told Twitter in July that he was ending the agreement to buy the company for US\$54.20 per share.

Mr. Musk accused Twitter of fraudulently misrepresenting the true number of spam and bot accounts on its social-media platform, which the company has estimated at 5 per cent in corporate filings. Mr.



Twitter and Elon Musk have sued each other over Mr. Musk's agreement to purchase the company, with Twitter asking a judge on the Delaware Court of Chancery to order Mr. Musk to close the deal. A trial is set to start on Oct. 17. MICHELE TANTUSSI/REUTERS

Musk said he relied on those filings when he offered to buy the company.

Twitter and Mr. Musk have since sued each other, with Twitter asking a judge on the Delaware Court of Chancery to order Mr. Musk to close the deal. A trial is set to start on Oct. 17.

On Wednesday, Chancellor Kathaleen McCormick will hear arguments by the two sides over access to documents as part of the discovery process. Legal experts said Mr. Musk might raise the whistle-blower complaint and indicate how his team might use the allegations.

Mr. Zatkó's whistle-blower complaint, which was made public on Tuesday, claimed that Twitter had falsely told regulators that it had a solid security plan.

Mr. Zatkó said he had warned colleagues that half the company's servers were running out-of-date and vulnerable software, according to a redacted version of his

complaint. Twitter chief executive Parag Agrawal told employees in a memo that the company is reviewing the claims.

"What we have seen so far is a false narrative that is riddled with inconsistencies and inaccuracies, and presented without important context," Mr. Agrawal said, according to a CNN report.

Claims that Twitter failed to disclose security and privacy risks could be easier for

Mr. Musk to prove than allegations that Twitter misrepresented the number of spam accounts, legal experts said.

To prevail on the spam claim, Mr. Musk must show that he relied on Twitter's disclosures about spam accounts.

Corporate deal specialists have said this will be tough since Mr. Musk cited defeating spam as the very reason for buying the company.

By contrast, Mr. Zatkó's allegations that the company withheld security information from investors and regulators could qualify as an omission, which would not require Mr. Musk to show reliance on the company's disclosures.

Mr. Musk, however, would still need to prove that Twitter's allegedly weak defences against hackers was a material risk that was not disclosed to investors.

And to walk away from the acquisition without paying a US\$1-billion termination fee, he would have to show the omission amounted to a material adverse effect on Twitter.

A material adverse effect (MAE) is an event that significantly reduces the long-term value of an acquisition.

Prof. Talley said whether Mr. Zatkó's claims amount to an MAE could be an issue for the trial.

"This doesn't open a brand new battlefield," said Prof. Talley. "It's adding texture to existing ones."

REUTERS

TWITTER (TWTR)  
CLOSE: US\$40.79, UP 93 US CENTS

## EMPLOYEE DEPARTURES INCREASE AMID SHOWDOWN WITH MUSK, FEDERAL REGULATOR ALLEGATIONS, TWITTER EXECUTIVES SAY

Twitter Inc. is facing more employee departures, company executives told staff on Wednesday, as leaders sought to address multiple challenges, including whistle-blower allegations and a legal battle with billionaire Elon Musk.

Employee attrition is currently 18.3 per cent, Twitter executives told staff during a companywide meeting, audio of which was heard by Reuters. Before Mr. Musk made his US\$44-billion offer to buy the company, attrition hovered between 14 per cent and 16 per cent, which was consistent with competitors, executives had previously said.

The months-long chaos related to the Musk takeover has caused some staff to flee, current employees had told Reuters.

The staff meeting was held a day after Twitter's former security chief Peiter (Mudge) Zatkó said in a whistle-blower complaint that the social-media company misled federal regulators about its defences against hackers and spam accounts.

The San Francisco-based company is also heading to an October trial after suing Mr. Musk for attempting to walk away from the buyout agreement. Twitter chief executive Parag Agrawal moved to reassure employees on Wednesday that Mr. Zatkó's accusations were "foundationally, technically and historically inaccurate."

Before the news broke, Twitter reached out to "various agencies" globally, said general counsel Sean Edgett. "We have never made a material misrepresentation to a regulator, to our board, to all of you," he said.

During the meeting, Twitter staff submitted questions to company leaders on whether Twitter would hire or promote more junior staff members and how Twitter could be expected to hit its growth targets given the employee exodus.

Jay Sullivan, Twitter's general manager for consumer and revenue product, gave early details of a new project to consider ways of letting users have more control over the content they see on Twitter.

Twitter did not respond to request for further comment.

The U.S. Senate Judiciary Committee said on Wednesday it will hold a hearing with Mr. Zatkó on Sept. 13. REUTERS

## BUSINESS CLASSIFIED

TO PLACE AN AD CALL: 1-866-999-9237 EMAIL: ADVERTISING@GLOBEANDMAIL.COM

<b>Firm Capital</b> Property Trust (FCD.UN-TSX)	Monthly Distributions
	<b>7.89% Yield*</b> www.FirmCapital.com *As at August 18 <sup>th</sup> , 2022

### COMMERCIAL REAL ESTATE

#### INDUSTRIAL BLDG. 120,000 Ft on 7 AC

By owner, fully leased industrial/retail building on major artery in Edmonton on 7 acres (2 Acres undeveloped for future use).

Current NOI; \$1.2M

**OFFERED AT: \$18M**

Contact:  
Cwood7222@gmail.com  
NO BROKERS PLEASE

Have The Globe and Mail delivered to your door

### LEGALS

#### IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC. (COLLECTIVELY, THE "CANADIAN DEBTORS")

#### NOTICE OF RECOGNITION ORDERS

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

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

**AND TAKE NOTICE** that the Initial Recognition Order and a Supplemental Order (Foreign Main Proceeding (collectively with the Initial Recognition Order, the "**Recognition Orders**") have been issued by the Canadian Court in proceedings (the "**Canadian Recognition Proceedings**") under Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), among other things: (i) declaring that the Chapter 11 Proceedings are recognized as a "foreign main proceeding", as defined in section 45 of the CCAA, in respect of the Canadian Debtors; and (ii) 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](mailto: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](mailto:jwong@ksvadvisory.com).

DATED AT TORONTO, ONTARIO this 26th day of August, 2022.

**KSV RESTRUCTURING INC.**  
150 King Street, West, Suite 2308,  
Toronto, Ontario M5H 1J9

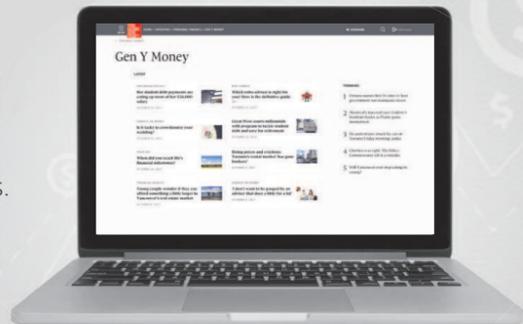


## WHAT MAKES THE MOST SENSE FOR YOUR MONEY?

If you've got money questions, Gen Y Money and its award-winning journalists like Rob Carrick and Roma Luciw have answers.

Visit the Gen Y Money hub at [tgam.ca/genymoneyhub](https://tgam.ca/genymoneyhub)

Join our Facebook group at [facebook.com/groups/genymoney](https://facebook.com/groups/genymoney)



CALL 1-800-387-5400  
TGAM.CA/SUBSCRIBE

# Toyota to invest billions in Japan, U.S. for EV batteries

Automaker among a string of companies announcing major investments in electric alternatives in the United States

**Toyota Motor Corp.** said on Wednesday it would invest up to 730 billion yen (\$6.9-billion) in Japan and the United States to make batteries for fully electric vehicles, a category of automobile that critics say it has been slow to embrace.

When the additional facilities come on line between 2024 and 2026, Toyota's battery production

capacity in the two countries will have increased by 40 gigawatt-hours, the company said, giving no current figure for comparison.

"This investment is aimed at enabling Toyota to flexibly meet the needs of its various customers in all countries and regions by offering multiple powertrains and providing as many options as possible," it said in a statement.

Some green investors and environmental groups have said the company should move faster to introduce fully electric (or "battery electric") vehicles, rather than clinging to the internal combustion engine in such powertrain configurations as the hybrid.

Toyota is the latest in a string of

companies announcing big battery investment in the United States, where a shift toward fully electric automobiles could accelerate as the country discourages use of gasoline and diesel vehicles and tightens eligibility for tax credits.

Major rival Honda Motor Co. said on Monday it and Korean battery supplier LG Energy Solution Ltd. would build a US\$4.4-billion lithium-ion battery plant for electric vehicles in the United States.

In its Wednesday statement, Toyota said it would invest about 400 billion yen in Japan. That money would go into two of its own plants, one owned by its joint venture with Panasonic

Holdings Corp. – Prime Planet Energy & Solutions Co. – and a third that is being built for another joint company with Panasonic.

In addition, about 325 billion yen would be invested in Toyota Battery Manufacturing in North Carolina.

Automakers worldwide are spending billions of dollars to ramp up battery and electric vehicle production in the face of tougher environmental regulations.

U.S. President Joe Biden signed a US\$430-billion climate, health care and tax bill this month that would render electric vehicles assembled outside North America ineligible for tax credits.

California announced a plan

last week to ban sales of new cars powered only by internal combustion engines by 2035.

Toyota last year committed 8 trillion yen to electrify its car model range by 2030, with half of that slated to develop fully electric vehicles. Still, it expects annual sales of such cars to reach only 3.5 million units by the end of the decade, around a third of its current total volume.

In June, Toyota said it had recalled more than 2,000 of its first mass-produced electric vehicle, the bZ4X SUV, less than two months after unveiling the model, because of a risk the wheel could come loose.

REUTERS

## BUSINESS CLASSIFIED

TO PLACE AN AD CALL: 1-866-999-9237 EMAIL: ADVERTISING@GLOBEANDMAIL.COM



**Firm Capital**  
Property Trust  
(FCD.UN-TSX)

Monthly Distributions

**7.96% Yield\***

www.FirmCapital.com  
\*As at August 25<sup>th</sup>, 2022

**COMMERCIAL REAL ESTATE**





*For Sale*

**4000-4030 Hwy 7, Vaughan, ON**

- Freestanding 22,388 SF Shoppers Drug Mart situated on 2.0 acres close to Hwy 7 & Hwy 400 interchange.
- Dominant retail node surrounded by affluent established neighbourhoods
- High traffic, corner location fronting on Hwy 7
- Significant future redevelopment potential: a high-density residential development could be achieved on the site in accordance with the policy direction set out in the City's Official Plan

**Matthew T. Smith\***  
416-304-6004  
MatthewT.Smith@am.jll.com

**Nick Macoritto\***  
416-238-5874  
Nick.Macoritto@am.jll.com

JLL Real Estate Services, Inc.  
\*Sales Representative [www.jll.ca](http://www.jll.ca)

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

**AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC. (COLLECTIVELY, THE "CANADIAN DEBTORS")**

**NOTICE OF RECOGNITION ORDERS**

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

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

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

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

**AND TAKE NOTICE** that counsel for the Foreign Representative is: Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON M5H 2S7. Attention: Endo/Paladin Canadian Recognition Proceedings. Phone: (416) 979-2211. Email: [endocanadianrecognition@goodmans.ca](mailto: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](mailto:jwong@ksvadvisory.com).

DATED AT TORONTO, ONTARIO this 1st day of September, 2022.

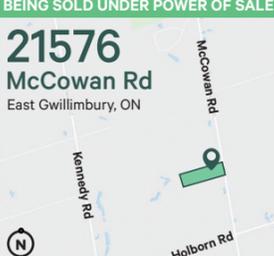


**KSV RESTRUCTURING INC.** 150 King Street West, Suite 2308, Toronto, Ontario M5H 1J9

**50 ACRES IMPROVED WITH RESIDENTIAL HOUSE BEING SOLD UNDER POWER OF SALE**

**21576**

**McCowan Rd**  
East Gwillimbury, ON



**Pat Viele\***  
Executive Vice President  
pat.viele@cbre.com  
+1 416 495 6258

**Frank Protomanni\*\***  
Senior Vice President  
frank.protomanni@cbre.com  
+1 416 495 6299

\*Sales Representative \*\*Broker  
All outlines approximate  
CBRE Limited, Real Estate Brokerage [www.cbre.ca](http://www.cbre.ca)

**BUSINESS TO BUSINESS**

**AIRCRAFT**

**80 Cessna Conquest II, jetprop.**  
Long range, speed, low op cost.  
Cdn. Reg. \$1.290M USD **Jamie Spears** [jspears@jaspears.com](mailto:jspears@jaspears.com), **416-203-0600, web: jaspears.com**

**APHRIA INC. SECURITIES CLASS ACTION NOTICE OF CERTIFICATION AND OPT-OUT DEADLINE**

**Have you suffered a loss on your investment in Aphria common shares which you purchased in 2018?**

The Ontario Superior Court of Justice has granted leave pursuant to the Ontario Securities Act and has certified a global securities class action which permits a defined group of investors (the "**Class**") to pursue claims against Aphria Inc. and certain of its Officers and Directors ("**Aphria Defendants**"). It is alleged that the Aphria Defendants made material misrepresentations to the market about two significant international transactions during 2018 and that public disclosure about these acquisitions on December 3 and 4, 2018 caused the price of Aphria's common shares to fall substantially, resulting in investor losses.

The certified class action is *Vecchio Longo Consulting Services Inc. v. Aphria Inc. et al.* Ontario Superior Court of Justice Court File No. CV-19-0061408600 CP (the "**Class Action**"). It claims monetary damages on behalf of the Class.

The allegations made in the Class Action have not been proven and are disputed by the Aphria Defendants.

**NOTE:** Claims in this Action against Carl Merton were dismissed, on consent, without costs by Court Order on August 6, 2021 and claims against Clarus Securities Inc., Canaccord Genuity Corp., Cormark Securities Inc., Haywood Securities Inc. and Infor Financial Inc. were dismissed, on consent, without costs, by Court Order on August 18, 2022.

**Who is a Class Member?**

The Action has been certified on behalf of all persons or entities, **wherever they may reside**, who acquired Aphria common shares during the period of time after 07:00 ET January 29, 2018 until 08:25 ET December 3, 2018 ("**Class Members**").

This includes those individuals who acquired Aphria shares in the secondary market (that is, in usual course on the open market via a stock exchange like the TSX or the NYSE or an over the counter exchange), as well as those who acquired their shares by way of Aphria's Prospectus Offering in June 2018.

If you are an eligible Class Member and the Class Action is successful you may be entitled to share in any monetary award or settlement.

**If you wish to participate in the class action, DO NOTHING.**

As a Class Member, you will not be required to pay any costs in the event that the Class Action is unsuccessful. If the Class Action is successful at trial or if a settlement is reached, you may be entitled to share in any award or settlement. A notice would be provided to the Class providing details concerning the terms of the settlement or award and how eligible Class Members might make a claim for compensation.

**Class Members who DO NOT want to participate in the Action must opt out.**

If you do not wish to participate in the Class Action, and be bound by or receive any benefits from it, you must opt out by notifying RicePoint Administration Inc. by November 24, 2022 at:

Aphria Securities Class Action  
c/o RicePoint Administration Inc.  
P.O. 3355  
London, ON N6A 4K3

**Further Information**

For additional important information regarding the Class Action, including how to opt out:

- Visit <https://www.rochongenova.com>
- 1-866-881-2292 (Toll-free Canada)
- 416-363-1867
- Contact Class Counsel via e-mail at:

Joel P. Rochon – Rochon Genova LLP  
121 Richmond Street West, Suite 900  
Toronto, ON M5H 2K1  
Email: [contact@rochongenova.com](mailto:contact@rochongenova.com)

The publication of this notice was authorized by the Superior Court of Justice of the Province of Ontario.

**DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

**FOR SALE**

**CBRE**



1211 Kingston Rd, Pickering, ON  
**COMMERCIAL PLAZA**  
Building Size: 39,646 sq. ft.  
Main Intersection: Kingston Rd & Liverpool Rd



2410-2420 Lawrence Ave E, Scarborough, ON  
**INDUSTRIAL INVESTMENT**  
Building Size: 39,655 sq. ft.  
Main Intersection: Lawrence Ave E & Kennedy Rd



115 Apple Creek Blvd, Markham, ON  
**INDUSTRIAL INVESTMENT**  
Building Size: 32,096 sq. ft.  
Main Intersection: Apple Creek Blvd & Woodbine Ave



270-272 Eglinton Ave W, Toronto, ON  
**STREETFRONT RETAIL/RESIDENTIAL INVESTMENT**  
Building Size: 11,200 sq. ft.  
Main Intersection: Eglinton Ave W & Avenue Rd

**Contact Us**

<b>Pat Viele*</b> Executive Vice President pat.viele@cbre.com +1 416 495 6258	<b>Frank Protomanni**</b> Senior Vice President frank.protomanni@cbre.com +1 416 495 6299	<b>Allison Gilks*</b> Sales Associate allison.gilks@cbre.com +1 416 495 6310	<b>Alex Protomanni*</b> Senior Sales Associate alex.protomanni@cbre.com +1 416 495 6284
--	--	---	--

\*Sales Representative \*\*Broker | All outlines and measurements are approximate

**CBRE Limited, Real Estate Brokerage** [www.cbre.ca](http://www.cbre.ca)

**FOR SALE | FLEX OFFICE PORTFOLIO**

**MISSISSAUGA GATEWAY CENTRE**  
60, 75, 80 COURTNEY PARK DRIVE WEST  
MISSISSAUGA, ON



- Offer submission date: **September 8, 2022**
- Three Class A single-storey flex office buildings totaling 231,914 SF on a large 15.72 acre site
- 100% leased to 11 tenants with a WALT remaining of 4.5 years
- Direct transit access, adjacent to the new Courtneypark Station on the Hurontario LRT

**JOHN STEWART\***  
416 585 4697  
jstewart@ipammi.ca

**SCOTT CHANDLER\***  
416 585 4696  
schandler@ipammi.ca

**BILL PITT\***  
416 585 4698  
bpitt@ipammi.ca

**MICHAEL LAU\***  
416 585 4694  
mlau@ipammi.ca



**IPA** INSTITUTIONAL PROPERTY ADVISORS  
A DIVISION OF MARCUS & MILLICAP, BROKERAGE  
IPAMMI.CA

Marcus & Millichap REIS Canada Inc., Brokerage \*Broker \*\*Sales Representative

B4 AVIS LÉGAUX ET APPELS D'OFFRES

Hudson APPEL D'OFFRES PUBLIC Réfection de la rue Main entre la rue Quarry Point et la rue Bellevue... La Ville d'Hudson demande des soumissionnaires pour la réfection de la rue Main entre la rue Quarry Point et la rue Bellevue.

Appel d'offres public Montréal ERRATUM Catégorie : Services professionnels Appel d'offres : 2022-06 Description : Conception et surveillance d'un projet d'extension de la cathédrale des cols bleus de l'arrondissement de L'Île-Bizard - Sainte-Geneviève.

AVIS DE LA PREMIÈRE ASSEMBLÉE DES CRÉANCIERS DANS L'AFFAIRE DE LA FAILLITE DE 9259-0567 Québec inc. ayant opté sous le nom "Nuffin Plus"

Appel d'offres Montréal Service des infrastructures du réseau routier Direction des infrastructures Des soumissions, sont demandées et devront être reçues, avant, 13 h 30, à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

Appel d'offres Montréal Service de l'approvisionnement Des soumissions sont demandées et devront être reçues, avant 13 h 30 à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

Appel d'offres Montréal Service de la stratégie immobilière Division de la gestion des espaces et des aménagements Des soumissions, sont demandées et devront être reçues, avant 13 h 30, à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

Appel d'offres Montréal Service de l'immobilier commercial et résidentiel Division de la gestion des espaces et des aménagements Des soumissions, sont demandées et devront être reçues, avant 13 h 30, à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

DANS L'AFFAIRE DE LA FAILLITE DE 9259-0567 Québec inc. 155, rue Notre-Dame Est, 1500, Montréal (Québec) H2Y 1B5. Avis est par les présentes donné que 9259-0567 Québec inc. a fait cession de ses biens le 16 septembre 2022 et que la présente assemblée aura lieu le 17 septembre 2022.

À Chaire Ouvert Soyez avisé qu'une demande de réalisation de bail (remise) a été déposée contre vous après le 15 août 2022.

AVIS À TOUS NOS ANNONCEURS Veuillez, s'il vous plaît, prendre connaissance de votre annonce et nous signaler immédiatement toute anomalie qui s'y serait glissée.

DELAIS DE RESERVATION (2 jours ouvrables) Avis légal et appels d'offres Les réservations avant 14 h pour publication deux (2) jours plus tard Edition du samedi : Réservations le jeudi avant 14 h Edition du lundi : Réservations le vendredi avant 10 h Edition du mardi : Réservations le vendredi avant 15 h

UMQ APPEL D'OFFRES PUBLIC CH-2022-024 L'Union des municipalités du Québec (UMQ) sollicite les services de fournisseurs pour assurer la fourniture et la livraison de divers produits chimiques pour le traitement des eaux de surface pour les années 2022 et 2023.

Appel d'offre Arrondissement d'Anjou Division des études techniques Des soumissions, sont demandées et devront être reçues avant 11 heures, à la date ci-dessous mentionnée, à l'adresse suivante : Direction des services administratifs, des relations avec les citoyens et de greffe, arrondissement d'Anjou, au 7701, boulevard Louis-H. Fontaine, Anjou (Québec) H1K 4B9 (à l'attention de madame Josée Kenny).

Appel d'offre Arrondissement d'Anjou Division des études techniques Des soumissions, sont demandées et devront être reçues avant 11 heures, à la date ci-dessous mentionnée, à l'adresse suivante : Direction des services administratifs, des relations avec les citoyens et de greffe, arrondissement d'Anjou, au 7701, boulevard Louis-H. Fontaine, Anjou (Québec) H1K 4B9 (à l'attention de madame Josée Kenny).

Actualités Abonnez-vous à 985-3355 abonnement. ledevoir.com

Appel d'offres Montréal Service de l'approvisionnement Des soumissions sont demandées et devront être reçues, avant 13 h 30 à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

DANS L'AFFAIRE DE LA LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS DES COMPAGNIES, L.R.C. (1985), ch. C-36, TELLE QUE MODIFIÉE ET DANS L'AFFAIRE DE PALADIN LABS CANADIAN HOLDING INC. ET PALADIN LABS INC. (COLLECTIVEMENT, LES « DÉBITEURS CANADIENS »)

AVIS D'ORDONNANCES DE RECONNAISSANCE VEUILLEZ NOTER que le présent Avis est publié conformément à une Ordonnance de reconnaissance initiale (Procédure principale étrangère) de la Cour supérieure de justice de l'Ontario (Liste commerciale) (le « Tribunal canadien ») accordée le 19 août 2022 (l'« Ordonnance de reconnaissance initiale »).

ET NOTEZ ÉGALEMENT que l'Ordonnance de reconnaissance initiale et une Ordonnance supplémentaire (Procédure principale étrangère (collectivement avec l'Ordonnance de reconnaissance initiale, les « Ordonnances de reconnaissance ») ont été émises par le Tribunal canadien en vertu de la Partie IV de la Loi sur les arrangements avec les créanciers des compagnies, L.R.C. (1985), ch. C-36, telle que modifiée (la loi « LACC »), entre autres : (i) déclarant que la Procédure du Chapitre 11 est reconnue comme une « procédure principale étrangère » ;

AVIS DE LA PREMIÈRE ASSEMBLÉE DES CRÉANCIERS DANS L'AFFAIRE DE LA FAILLITE DE 9259-0567 Québec inc. ayant opté sous le nom "Nuffin Plus" AVIS est par les présentes donné que 9259-0567 Québec inc. a fait cession de ses biens le 16 septembre 2022 et que la présente assemblée aura lieu le 17 septembre 2022.

Appel d'offres Montréal Service de l'approvisionnement Des soumissions sont demandées et devront être reçues, avant 13 h 30 à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

Appel d'offres Montréal Service de l'approvisionnement Des soumissions sont demandées et devront être reçues, avant 13 h 30 à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

Appel d'offres Montréal Service de la stratégie immobilière Division de la gestion des espaces et des aménagements Des soumissions, sont demandées et devront être reçues, avant 13 h 30, à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

Appel d'offres Montréal Service de l'immobilier commercial et résidentiel Division de la gestion des espaces et des aménagements Des soumissions, sont demandées et devront être reçues, avant 13 h 30, à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

Appel d'offres Montréal Service de l'approvisionnement Des soumissions sont demandées et devront être reçues, avant 13 h 30 à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

AVIS PUBLIC DE NOTIFICATION (ARTICLES 136 ET 137 C.P.C.) Avis est donné à : NORMAND CASARET s.e.n.c. GESTION ET CONSTRUCTION BLUE PRINT 700-32-705569-227 dernière adresse connue 13 Domaine des Sentiers, Chertsey, QC, J0K 3K0

Appel d'offres Montréal Service de l'approvisionnement Des soumissions sont demandées et devront être reçues, avant 13 h 30 à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

Appel d'offres Montréal Service de l'approvisionnement Des soumissions sont demandées et devront être reçues, avant 13 h 30 à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :

Appel d'offres Montréal Service de l'approvisionnement Des soumissions sont demandées et devront être reçues, avant 13 h 30 à la date ci-dessous, dans les locaux du Service du greffe situés dans l'édifice Lucien-Saulnier, 155, rue Notre-Dame Est, rez-de-chaussée, Montréal (Québec) H2Y 1B5 pour :





**THIS IS EXHIBIT "G"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Apell*

---

Commissioner for Taking Affidavits

SRF 63696

**Information to identify the case:**

Debtor Name	Endo International plc	EIN	68-0683755
United States Bankruptcy Court for the:	Southern District of New York	Date case filed for Chapter 11	August 16, 2022
Case number:	22-22549		

Official Form 309F1 (For Corporations or Partnerships)

**Notice of Chapter 11 Bankruptcy Case**

**10/20**

**For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.**

**This notice has important information about the case for creditors and debtors, including information about the meeting of creditors and deadlines. Read both pages carefully.**

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <http://pacer.uscourts.gov>).

In addition such documents can be viewed and/or obtained from the Debtors' proposed notice and claims agent, Kroll Restructuring Administration LLC (f/k/a Prime Clerk LLC) at <https://restructuring.ra.kroll.com/Endo> or by calling (877) 542-1878 for U.S.-based parties or (929) 284-1688 for International parties. Note that you need a PACER password and login to access documents on the Bankruptcy Court's website (a PACER password is obtained by accessing the PACER website, <http://pacer.uscourts.gov>).

**The staff of the bankruptcy clerk's office cannot give legal advice.**

**Do not file this notice with any proof of claim or other filing in the case.**

**For more information, see pages 2-3**

**Informations permettant d'identifier l'affaire :**

Débitrice Nom <u>Endo International plc</u>	n° d'identification fiscale <u>68-0683755</u>
Tribunal de la faillite des États-Unis pour le : District Sud de New York	Date de dépôt du dossier en vertu du Chapitre 11 <u>16 août 2022</u>
Numéro de dossier : <u>22-22549</u>	

Formulaire officiel 309F1 (pour les sociétés par actions ou les sociétés en nom collectif)

**Avis de faillite en vertu du Chapitre 11****10/20**

**Pour la débitrice mentionnée ci-dessus, un dossier a été déposé en vertu du Chapitre 11 du Code de la faillite. Une ordonnance de redressement a été enregistrée.**

**Cet avis contient des informations importantes sur l'affaire pour les créanciers et les débiteurs, notamment des informations sur la réunion des créanciers et les délais. Lisez attentivement les deux pages.**

Le dépôt du dossier a imposé une suspension automatique de la plupart des activités de recouvrement. Cela signifie que les créanciers ne peuvent généralement pas prendre de mesures pour recouvrer leurs dettes auprès de la débitrice ou de ses biens. Par exemple, tant que le sursis est en vigueur, les créanciers ne peuvent pas tenter de poursuites, faire valoir un défaut de paiement, reprendre possession des biens ou tenter de toute autre manière de recouvrer des fonds auprès de la débitrice. Les créanciers ne peuvent pas exiger de remboursement de la débitrice par courrier, par téléphone ou autrement. Les créanciers qui ne respectent pas la suspension des activités de recouvrement peuvent être tenus de payer des dommages réels et punitifs ainsi que des honoraires d'avocat.

La confirmation d'un plan en vertu du Chapitre 11 peut entraîner une décharge de la dette. Un créancier qui veut faire exempter une dette particulière de la décharge peut être tenu de déposer une plainte au bureau du greffier du Tribunal de la faillite dans le délai spécifié dans cet avis. (Voir la ligne 11 ci-dessous pour plus d'informations.)

Pour protéger vos droits, consultez un avocat. Tous les documents déposés dans l'affaire peuvent être consultés au bureau du greffier du Tribunal de la faillite à l'adresse indiquée ci-dessous ou par le biais de PACER (Public Access to Court Electronic Records, à l'adresse <http://pacer.uscourts.gov>).

En outre, ces documents peuvent être consultés et/ou obtenus auprès de l'agent de notification et de recouvrement proposé par les débitrices, Kroll Restructuring Administration LLC (anciennement appelée Prime Clerk LLC) à l'adresse [https://restructuring.ra.kroll.com/Endo\\_ou](https://restructuring.ra.kroll.com/Endo_ou) en appelant le (877) 542-1878 pour les parties basées aux États-Unis ou (929) 284-1688 pour les parties basées dans d'autres pays. Notez que vous avez besoin d'un mot de passe et d'un identifiant de connexion PACER pour accéder aux documents sur le site Web du Tribunal de la faillite (un mot de passe PACER est obtenu en accédant au site Web PACER, <http://pacer.uscourts.gov>).

**Le personnel du bureau du greffier du Tribunal de la faillite ne peut pas donner de conseils juridiques.**

**Ne classez pas cet avis avec toute preuve de réclamation ou tout autre dépôt dans l'affaire.**

Debtor Endo International plc

Case number (if known) 22- 22549

Debtors' Full Names	All other names used in the last eight years	Case Nos.	Employer ID No.
Par Pharmaceutical, Inc.	Par Pharmaceutical, LLC PPI Merger Sub, Inc.	Case No. 22-22546 (JLG)	22-2228342
Actient Pharmaceuticals LLC		Case No. 22-22547 (JLG)	27-2717232
70 Maple Avenue, LLC		Case No. 22-22548 (JLG)	90-0951491
Endo International plc	Sportwell Limited	Case No. 22-22549 (JLG)	68-0683755
Endo Ventures Limited	Sinopia Limited	Case No. 22-22550 (JLG)	98-1156029
Anchen Incorporated	Anchen Holdings Merger Sub, Inc.	Case No. 22-22552 (JLG)	20-2008760
Generics International (US), Inc.	Par Pharmaceutical Qualitest Merger Sub, Inc. Generics International (US), LLC	Case No. 22-22554 (JLG)	26-1166489
Anchen Pharmaceuticals, Inc.	Par Pharmaceutical; Anchen Pharmaceuticals, LLC; Anchen Merger Sub, Inc.	Case No. 22-22556 (JLG)	68-0519179
DAVA Pharmaceuticals, LLC	DAVA Pharmaceuticals, Inc.	Case No. 22-22558 (JLG)	20-1207354
Endo Par Innovation Company, LLC		Case No. 22-22561 (JLG)	81-1532435
Generics Bidco I, LLC	Par Pharmaceutical	Case No. 22-22563 (JLG)	26-1166905
Innoteq, Inc.	Par Pharmaceutical Innoteq, LLC Innoteq Merger Sub, Inc.	Case No. 22-22565 (JLG)	26-3273381
JHP Acquisition, LLC		Case No. 22-22567 (JLG)	36-4747861
JHP Group Holdings, LLC	Juniper Mergeco, Inc. JHP Group Holdings, Inc.	Case No. 22-22569 (JLG)	37-1707688
Kali Laboratories, LLC	Kali Laboratories, Inc. Kali Laboratories Merger Sub, LLC	Case No. 22-22572 (JLG)	22-3494898
Moore's Mill Properties L.L.C.		Case No. 22-22574 (JLG)	26-1309523
Par Pharmaceutical Companies, Inc.	PPCI Merger Sub, Inc.	Case No. 22-22576 (JLG)	81-3078301
Par Pharmaceutical Holdings, Inc.	Paladin Labs (USA) Inc.	Case No. 22-22578 (JLG)	77-0723135
Par Sterile Products, LLC	Par Pharmaceutical JPH Pharmaceuticals, LLC	Case No. 22-22580 (JLG)	26-0220105
Par, LLC	Par, Inc.	Case No. 22-22582 (JLG)	20-0011286
Quartz Specialty Pharmaceuticals, LLC	Par Pharmaceutical	Case No. 22-22584 (JLG)	63-1255368
Vintage Pharmaceuticals, LLC	Par Pharmaceutical Qualitest Pharmaceuticals	Case No. 22-22586 (JLG)	63-1257882
Actient Therapeutics LLC		Case No. 22-22588 (JLG)	45-4102019
Astora Women's Health Ireland Limited	AMS Medical Systems Ireland Limited	Case No. 22-22591 (JLG)	52-2035829
Astora Women's Health, LLC	Aphrodite Women's Health, LLC	Case No. 22-22594 (JLG)	47-3330427
Auxilium International Holdings, LLC	Auxilium International Holdings, Inc.	Case No. 22-22596 (JLG)	26-1629643
Auxilium Pharmaceuticals, LLC	Auxilium Pharmaceuticals, Inc.	Case No. 22-22598 (JLG)	23-3016883
Auxilium US Holdings, LLC		Case No. 22-22601 (JLG)	26-1628967
Bermuda Acquisition Management Limited		Case No. 22-22603 (JLG)	N/A
BioSpecifics Technologies LLC	BioSpecific Technologies Inc	Case No. 22-22605 (JLG)	11-3054851
Branded Operations Holdings, Inc.		Case No. 22-22608 (JLG)	85-3936945
DAVA International, LLC	DAVA International, Inc.	Case No. 22-22610 (JLG)	34-1969945
Endo Aesthetics LLC		Case No. 22-22613 (JLG)	84-3630218
Endo Bermuda Finance Limited		Case No. 22-22615 (JLG)	98-1254093

Noms complets des débitrices	Tous les autres noms utilisés au cours des huit dernières années	N° des dossiers	N° d'identification de l'employeur
Par Pharmaceutical, Inc.	Par Pharmaceutical, LLC PPI Merger Sub, Inc.	Dossier n° 22-22546 (JLG)	22-2228342
Actient Pharmaceuticals LLC		Dossier n° 22-22547 (JLG)	27-2717232
70 Maple Avenue, LLC		Dossier n° 22-22548 (JLG)	90-0951491
Endo International plc	Sportwell Limited	Dossier n° 22-22549 (JLG)	68-0683755
Endo Ventures Limited	Sinopia Limited	Dossier n° 22-22550 (JLG)	98-1156029
Anchen Incorporated	Anchen Holdings Merger Sub, Inc.	Dossier n° 22-22552 (JLG)	20-2008760
Generics International (US), Inc.	Par Pharmaceutical Qualitest Merger Sub, Inc. Generics International (US), LLC	Dossier n° 22-22554 (JLG)	26-1166489
Anchen Pharmaceuticals, Inc.	Par Pharmaceutical ; Anchen Pharmaceuticals, LLC ; Anchen Merger Sub, Inc.	Dossier n° 22-22556 (JLG)	68-0519179
DAVA Pharmaceuticals, LLC	DAVA Pharmaceuticals, Inc.	Dossier n° 22-22558 (JLG)	20-1207354
Endo Par Innovation Company, LLC		Dossier n° 22-22561 (JLG)	81-1532435
Generics Bidco I, LLC	Par Pharmaceutical	Dossier n° 22-22563 (JLG)	26-1166905
Innoteq, Inc.	Par Pharmaceutical Innoteq, LLC Innoteq Merger Sub, Inc.	Dossier n° 22-22565 (JLG)	26-3273381
JHP Acquisition, LLC		Dossier n° 22-22567 (JLG)	36-4747861
JHP Group Holdings, LLC	Juniper Mergeco, Inc. JHP Group Holdings, Inc.	Dossier n° 22-22569 (JLG)	37-1707688
Kali Laboratories, LLC	Kali Laboratories, Inc. Kali Laboratories Merger Sub, LLC	Dossier n° 22-22572 (JLG)	22-3494898
Moores Mill Properties L.L.C.		Dossier n° 22-22574 (JLG)	26-1309523
Par Pharmaceutical Companies, Inc.	PPCI Merger Sub, Inc.	Dossier n° 22-22576 (JLG)	81-3078301
Par Pharmaceutical Holdings, Inc.	Paladin Labs (USA) Inc.	Dossier n° 22-22578 (JLG)	77-0723135
Par Sterile Products, LLC	Par Pharmaceutical JPH Pharmaceuticals, LLC	Dossier n° 22-22580 (JLG)	26-0220105
Par, LLC	Par, Inc.	Dossier n° 22-22582 (JLG)	20-0011286
Quartz Specialty Pharmaceuticals, LLC	Par Pharmaceutical	Dossier n° 22-22584 (JLG)	63-1255368
Vintage Pharmaceuticals, LLC	Par Pharmaceutical Qualitest Pharmaceuticals	Dossier n° 22-22586 (JLG)	63-1257882
Actient Therapeutics LLC		Dossier n° 22-22588 (JLG)	45-4102019
Astora Women's Health Ireland Limited	AMS Medical Systems Ireland Limited	Dossier n° 22-22591 (JLG)	52-2035829
Astora Women's Health, LLC	Aphrodite Women's Health, LLC	Dossier n° 22-22594 (JLG)	47-3330427
Auxilium International Holdings, LLC	Auxilium International Holdings, Inc.	Dossier n° 22-22596 (JLG)	26-1629643
Auxilium Pharmaceuticals, LLC	Auxilium Pharmaceuticals, Inc.	Dossier n° 22-22598 (JLG)	23-3016883
Auxilium US Holdings, LLC		Dossier n° 22-22601 (JLG)	26-1628967
Bermudes Acquisition Management Limited		Dossier n° 22-22603 (JLG)	s/o
BioSpecifics Technologies LLC	BioSpecific Technologies Inc	Dossier n° 22-22605 (JLG)	11-3054851
Branded Operations Holdings, Inc.		Dossier n° 22-22608 (JLG)	85-3936945
DAVA International, LLC	DAVA International, Inc.	Dossier n° 22-22610 (JLG)	34-1969945
Endo Aesthetics LLC		Dossier n° 22-22613 (JLG)	84-3630218
Endo Bermuda Finance Limited		Dossier n° 22-22615 (JLG)	98-1254093

Debtor Endo International plc

Case number (if known) 22- 22549

Debtors' Full Names	All other names used in the last eight years	Case Nos.	Employer ID No.
Endo Designated Activity Company	Endo Limited Sportwell II Limited	Case No. 22-22551 (JLG)	98-1147135
Endo Eurofin Unlimited Company		Case No. 22-22553 (JLG)	98-1522009
Endo Finance IV Unlimited Company	Endo Finance IV Company	Case No. 22-22555 (JLG)	98-1262779
Endo Finance LLC	Endo Finance Co.	Case No. 22-22557 (JLG)	46-4766481
Endo Finance Operations LLC		Case No. 22-22559 (JLG)	82-1446355
Endo Finco Inc.		Case No. 22-22560 (JLG)	46-4765794
Endo Generics Holdings, Inc.	Par Pharmaceutical Holdings, Inc. Par Pharmaceutical Companies, Inc.	Case No. 22-22562 (JLG)	46-0634834
Endo Global Aesthetics Limited		Case No. 22-22564 (JLG)	98-1462898
Endo Global Biologics Limited		Case No. 22-22566 (JLG)	98-1462735
Endo Global Development Limited		Case No. 22-22568 (JLG)	98-1494785
Endo Global Finance LLC	Endo Global Finance B.V./LLC Endo Global /finance S.à r.l. I LLC	Case No. 22-22570 (JLG)	38-4007754
Endo Global Ventures	Auxilium Bermuda Unlimited	Case No. 22-22571 (JLG)	98-1224244
Endo Health Solutions Inc.	Endo Pharmaceuticals Holdings Inc.	Case No. 22-22573 (JLG)	13-4022871
Endo Innovation Valera, LLC		Case No. 22-22575 (JLG)	83-0973622
Endo Ireland Finance II Limited		Case No. 22-22577 (JLG)	98-1300535
Endo LLC	NIMA Acquisition LLC	Case No. 22-22579 (JLG)	46-4266640
Endo Luxembourg Finance Company I S.à r.l.		Case No. 22-22581 (JLG)	98-1143863
Endo Luxembourg Holding Company S.à r.l.		Case No. 22-22583 (JLG)	98-1147168
Endo Luxembourg International Financing S.à r.l.		Case No. 22-22585 (JLG)	98-1402905
Endo Management Limited	Sportwell III Limited	Case No. 22-22587 (JLG)	98-1154866
Endo Pharmaceuticals Finance LLC		Case No. 22-22589 (JLG)	82-1445768
Endo Pharmaceuticals Inc.		Case No. 22-22590 (JLG)	52-2035829
Endo Pharmaceuticals Solutions Inc.		Case No. 22-22592 (JLG)	04-3047911
Endo Pharmaceuticals Valera Inc.		Case No. 22-22593 (JLG)	13-4119931
Endo Procurement Operations Limited		Case No. 22-22595 (JLG)	98-1477840
Endo TopFin Limited	Manjano Limited	Case No. 22-22597 (JLG)	98-1248086
Endo U.S. Inc.	ULU Acquisition Corp.	Case No. 22-22599 (JLG)	46-4710786
Endo US Holdings Luxembourg I S.à r.l.		Case No. 22-22600 (JLG)	98-1247910
Endo Ventures Aesthetics Limited	Endo Aesthetics Logistics Limited	Case No. 22-22602 (JLG)	98-1529967
Endo Ventures Bermuda Limited		Case No. 22-22604 (JLG)	98-1160688
Endo Ventures Cyprus Limited	Labopharm Cyprus Limited	Case No. 22-22606 (JLG)	98-1231544
Generics International (US) 2, Inc.		Case No. 22-22607 (JLG)	30-0945075
Generics International Ventures Enterprises LLC		Case No. 22-22609 (JLG)	83-1584685
Hawk Acquisition Ireland Limited	Banyuls Limited	Case No. 22-22611 (JLG)	98-1244776
Kali Laboratories 2, Inc.		Case No. 22-22612 (JLG)	61-1796751
Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.		Case No. 22-22614 (JLG)	98-1300601

Noms complets des débitrices	Tous les autres noms utilisés au cours des huit dernières années	N° des dossiers	N° d'identification de l'employeur
Endo Designated Activity Company	Endo Limited Sportwell II Limited	Dossier n° 22-22551 (JLG)	98-1147135
Endo Eurofin Unlimited Company		Dossier n° 22-22553 (JLG)	98-1522009
Endo Finance IV Unlimited Company	Endo Finance IV Company	Dossier n° 22-22555 (JLG)	98-1262779
Endo Finance LLC	Endo Finance Co.	Dossier n° 22-22557 (JLG)	46-4766481
Endo Finance Operations LLC		Dossier n° 22-22559 (JLG)	82-1446355
Endo Finco Inc.		Dossier n° 22-22560 (JLG)	46-4765794
Endo Generics Holdings, Inc.	Par Pharmaceutical Holdings, Inc. Par Pharmaceutical Companies, Inc.	Dossier n° 22-22562 (JLG)	46-0634834
Endo Global Aesthetics Limited		Dossier n° 22-22564 (JLG)	98-1462898
Endo Global Biologics Limited		Dossier n° 22-22566 (JLG)	98-1462735
Endo Global Development Limited		Dossier n° 22-22568 (JLG)	98-1494785
Endo Global Finance LLC	Endo Global Finance B.V./LLC Endo Global /finance S.à r.l. I LLC	Dossier n° 22-22570 (JLG)	38-4007754
Endo Global Ventures	Auxilium Bermuda Unlimited	Dossier n° 22-22571 (JLG)	98-1224244
Endo Health Solutions Inc.	Endo Pharmaceuticals Holdings Inc.	Dossier n° 22-22573 (JLG)	13-4022871
Endo Innovation Valera, LLC		Dossier n° 22-22575 (JLG)	83-0973622
Endo Ireland Finance II Limited		Dossier n° 22-22577 (JLG)	98-1300535
Endo LLC	NIMA Acquisition LLC	Dossier n° 22-22579 (JLG)	46-4266640
Endo Luxembourg Finance Company I S.à r.l.		Dossier n° 22-22581 (JLG)	98-1143863
Endo Luxembourg Holding Company S.à r.l.		Dossier n° 22-22583 (JLG)	98-1147168
Endo Luxembourg International Financing S.à r.l.		Dossier n° 22-22585 (JLG)	98-1402905
Endo Management Limited	Sportwell III Limited	Dossier n° 22-22587 (JLG)	98-1154866
Endo Pharmaceuticals Finance LLC		Dossier n° 22-22589 (JLG)	82-1445768
Endo Pharmaceuticals Inc.		Dossier n° 22-22590 (JLG)	52-2035829
Endo Pharmaceuticals Solutions Inc.		Dossier n° 22-22592 (JLG)	04-3047911
Endo Pharmaceuticals Valera Inc.		Dossier n° 22-22593 (JLG)	13-4119931
Endo Procurement Operations Limited		Dossier n° 22-22595 (JLG)	98-1477840
Endo TopFin Limited	Manjano Limited	Dossier n° 22-22597 (JLG)	98-1248086
Endo U.S. Inc.	ULU Acquisition Corp.	Dossier n° 22-22599 (JLG)	46-4710786
Endo US Holdings Luxembourg I S.à r.l.		Dossier n° 22-22600 (JLG)	98-1247910
Endo Ventures Aesthetics Limited	Endo Aesthetics Logistics Limited	Dossier n° 22-22602 (JLG)	98-1529967
Endo Ventures Bermuda Limited		Dossier n° 22-22604 (JLG)	98-1160688
Endo Ventures Cyprus Limited	Labopharm Cyprus Limited	Dossier n° 22-22606 (JLG)	98-1231544
Generics International (US) 2, Inc.		Dossier n° 22-22607 (JLG)	30-0945075
Generics International Ventures Enterprises LLC		Dossier n° 22-22609 (JLG)	83-1584685
Hawk Acquisition Ireland Limited	Banyuls Limited	Dossier n° 22-22611 (JLG)	98-1244776
Kali Laboratories 2, Inc.		Dossier n° 22-22612 (JLG)	61-1796751
Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.		Dossier n° 22-22614 (JLG)	98-1300601

Debtors' Full Names	All other names used in the last eight years	Case Nos.	Employer ID No.
Paladin Labs Canadian Holding Inc.	8601135 Canada Inc. 8601143 Canada Inc. 8601151 Canada Inc. 8601160 Canada Inc. 8312214 Canada Inc.	Case No. 22-22616 (JLG)	N/A
Paladin Labs Inc.	9122133 Canada Inc. Labopharm, Inc.	Case No. 22-22617 (JLG)	98-1181410
Par Laboratories Europe, Ltd.		Case No. 22-22618 (JLG)	98-1319597
Par Pharmaceutical 2, Inc.		Case No. 22-22619 (JLG)	30-0944895
Slate Pharmaceuticals, LLC	Slate Pharmaceuticals, Inc.	Case No. 22-22620 (JLG)	26-0456201
Timm Medical Holdings, LLC		Case No. 22-22621 (JLG)	27-0468744
<b>2 All other names used in the last eight years</b>		See chart above	
<b>3. Debtors' Address</b>		Endo International plc Attn: General Counsel 1400 Atwater Drive Malvern, PA 19355	
<b>4. Debtors' Attorneys</b>		Skadden, Arps, Slate, Meagher & Flom LLP Paul D. Leake, Esq. Lisa Laukitis, Esq. Shana A. Elberg, Esq. Evan A. Hill, Esq. One Manhattan West New York, New York 10001 Contact Phone: (212) 735-3000  Togut, Segal & Segal LLP Albert Togut, Esq. Frank A. Oswald, Esq. Kyle J. Ortiz, Esq. One Penn Plaza, Suite 3335 New York, New York 10119 Contact Phone: (212) 594-5000	
<b>Debtors' Claims and Noticing Agent</b> <i>If you have questions about this notice, please contact Kroll Restructuring Administration LLC</i>		Contact Phone: (877) 542-1878 (toll-free) (929) 284-1688 (international) Email: <a href="mailto:endoinquiries@ra.kroll.com">endoinquiries@ra.kroll.com</a> Website: <a href="https://restructuring.ra.kroll.com/endo">https://restructuring.ra.kroll.com/endo</a>	
<b>5. Bankruptcy Clerk's Office</b> Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a> .		United States Bankruptcy Court Southern District of New York One Bowling Green Courtroom 723 New York, New York 10004  Office Hours: Monday-Friday 8:30 a.m.–5:00 p.m.	
<b>6. Meeting of Creditors</b> <i>The Debtors' representative must be present at the meeting to be questioned under oath. Creditors are welcome to attend, but are not required to do so. The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</i>		Date: <b>September 19, 2022</b>  Location: <b>Teleconference *ONLY*, Contact UST's Office for direction,</b> <a href="https://www.justice.gov/ust-regions-r02">https://www.justice.gov/ust-regions-r02</a>  Time: <b>2:30 p.m. ET</b>	

Noms complets des débitrices	Tous les autres noms utilisés au cours des huit dernières années	N° des dossiers	N° d'identification de l'employeur
Paladin Labs Canadian Holding Inc.	8601135 Canada Inc. 8601143 Canada Inc. 8601151 Canada Inc. 8601160 Canada Inc. 8312214 Canada Inc.	Dossier n° 22-22616 (JLG)	s/o
Paladin Labs Inc.	9122133 Canada Inc. Labopharm, Inc.	Dossier n° 22-22617 (JLG)	98-1181410
Par Laboratories Europe, Ltd.		Dossier n° 22-22618 (JLG)	98-1319597
Par Pharmaceutical 2, Inc.		Dossier n° 22-22619 (JLG)	30-0944895
Slate Pharmaceuticals, LLC	Slate Pharmaceuticals, Inc.	Dossier n° 22-22620 (JLG)	26-0456201
Timm Medical Holdings, LLC		Dossier n° 22-22621 (JLG)	27-0468744
<b>2</b>	<b>Tous les autres noms utilisés au cours des huit dernières années</b>	Voir le tableau ci-dessus	
<b>3.</b>	<b>Adresse des débitrices</b>	Endo International plc Attn: General Counsel 1400 Atwater Drive Malvern, PA 19355	
<b>4.</b>	<b>Avocats des débitrices</b>	Skadden, Arps, Slate, Meagher & Flom LLP Paul D. Leake, Esq. Lisa Laukitis, Esq. Shana A. Elberg, Esq. Evan A. Hill, Esq. One Manhattan West New York, New York 10001 Numéro de téléphone de la personne à contacter : (212) 735-3000  Togut, Segal & Segal LLP Albert Togut, Esq. Frank A. Oswald, Esq. Kyle J. Ortiz, Esq. One Penn Plaza, Suite 3335 New York, New York 10119 Numéro de téléphone de la personne à contacter : (212) 594-5000	
	<b>Agent de notification et de recouvrement des débitrices</b> <i>Si vous avez des questions sur cet avis, veuillez contacter Kroll Restructuring Administration LLC</i>	Numéro de téléphone de la personne à contacter : (877) 542-1878 (gratuit) (929) 284-1688 (international) Courriel : <a href="mailto:endoenquiries@ra.kroll.com">endoenquiries@ra.kroll.com</a> Site Web : <a href="https://restructuring.ra.kroll.com/endo">https://restructuring.ra.kroll.com/endo</a>	
<b>5.</b>	<b>Bureau du greffier du Tribunal de la faillite</b> Les documents relatifs à cette affaire peuvent être déposés à cette adresse. Vous pouvez consulter tous les dossiers déposés dans cette affaire dans ce bureau ou en ligne à l'adresse <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a> .	United States Bankruptcy Court Southern District of New York One Bowling Green , Courtroom 723 New York, New York 10004  Heures d'ouverture des bureaux : Du lundi au vendredi de 8 h 30 à 17 h 00.	
<b>6.</b>	<b>Réunion des créanciers</b> <i>Le représentant des débitrices doit être présent à la réunion pour être interrogé sous serment. Les créanciers sont invités à y assister, mais ils ne sont pas tenus de le faire. La réunion peut être poursuivie ou ajournée à une date ultérieure. Si c'est le cas, la date sera inscrite sur le registre du tribunal.</i>	Date : <b>19 septembre 2022</b>  Lieu : <b>Téléconférence *SEULEMENT*</b> , <b>Contactez le bureau de l'UST pour les directives,</b> <a href="https://www.justice.gov/ust-regions-r02">https://www.justice.gov/ust-regions-r02</a>  Heure : <b>14 h 30. HE</b>	

<p><b>7. Proof of claim deadline</b></p>	<p><b>Deadline for filing proof of claim:</b> Not yet set. If a deadline is set, the court will send you another notice.</p> <p>A proof of claim is a signed statement describing a creditor’s claim. A proof of claim form may be obtained at <a href="http://www.uscourts.gov">www.uscourts.gov</a> or any bankruptcy clerk’s office.</p> <p>Your claim will be allowed in the amount scheduled unless:</p> <ul style="list-style-type: none"> <li>▪ your claim is designated as <i>disputed</i>, <i>contingent</i>, or <i>unliquidated</i>;</li> <li>▪ you file a proof of claim in a different amount; or</li> <li>▪ you receive another notice.</li> </ul> <p>If your claim is not scheduled or if your claim is designated as <i>disputed</i>, <i>contingent</i>, or <i>unliquidated</i>, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.</p> <p>You may review the schedules at the bankruptcy clerk’s office or online at <a href="http://pacer.uscourts.gov">http://pacer.uscourts.gov</a>.</p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p>
<p><b>8. Exception to discharge deadline</b>                  The bankruptcy clerk’s office must receive a complaint and any required filing fee by the following deadline.</p>	<p>If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below</p> <p><b>Deadline for filing the complaint:</b> To be determined.</p>
<p><b>9. Creditors with a foreign address</b></p>	<p>If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about right in this case.</p>

<p>7. <b>Date limite pour la soumission des preuves de la créance</b></p>	<p><b>Date limite de dépôt des preuves de la créance :</b> Pas encore fixée. Si une date limite est fixée, le tribunal vous enverra une autre notification.</p> <p>Une preuve de créance est une déclaration signée décrivant la créance d'un créancier. Un formulaire de preuve de créance peut être obtenu sur le site <a href="http://www.uscourts.gov">www.uscourts.gov</a> ou auprès de tout bureau de greffier d'un tribunal de la faillite.</p> <p>Votre demande sera acceptée pour le montant prévu, sauf si :</p> <ul style="list-style-type: none"> <li>▪ votre créance est désignée comme <i>contestée</i>, <i>contingente</i>, ou <i>non liquidée</i>;</li> <li>▪ vous déposez une preuve de créance d'un montant différent; ou</li> <li>▪ vous recevez un autre avis.</li> </ul> <p>Si votre créance n'est pas programmée ou si votre créance est désignée comme <i>contestée</i>, <i>contingente</i>, ou <i>non liquidée</i>, vous devez déposer une preuve de créance, ou vous risquez de ne pas recevoir de paiement pour votre créance et de ne pas pouvoir voter sur un plan. Vous pouvez déposer une preuve de créance même si votre créance est déjà programmée.</p> <p>Vous pouvez consulter les annexes au bureau du greffier du Tribunal de la faillite ou en ligne à l'adresse <a href="http://pacer.uscourts.gov">http://pacer.uscourts.gov</a>.</p> <p>Les créanciers nantis conservent des droits sur leurs garanties, qu'ils déposent ou non une preuve de créance. Le dépôt d'une preuve de créance soumet un créancier à la compétence du tribunal de la faillite, avec des conséquences qu'un avocat peut expliquer. Par exemple, un créancier nanti qui dépose une preuve de créance peut renoncer à d'importants droits non monétaires, notamment le droit à un procès devant jury.</p>
<p>8. <b>Exception à la date limite pour la décharge</b> Le bureau du greffier du Tribunal de la faillite doit recevoir une plainte et tout droit de dépôt requis avant la date limite suivante.</p>	<p>Si le § 523(c) s'applique à votre créance et si vous cherchez à la faire exempter de la décharge, vous devez entamer une procédure judiciaire en déposant une plainte avant la date limite indiquée ci-dessous</p> <p><b>Date limite de dépôt de la plainte :</b> A déterminer.</p>
<p>9. <b>Créanciers ayant une adresse à l'étranger</b></p>	<p>Si vous êtes un créancier recevant un avis envoyé à une adresse étrangère, vous pouvez déposer une motion demandant au tribunal de prolonger les délais indiqués dans cet avis. Consultez un avocat connaissant bien le droit de la faillite des États-Unis si vous avez des questions sur le droit dans ce cas.</p>

<p><b>10. Filing a Chapter 11 bankruptcy case</b></p>	<p>Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the Debtors will remain in possession of the Debtors' property and may continue to operate their business.</p>
<p><b>11. Discharge of debts</b></p>	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor, except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523(c) applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.</p>

**If you have questions about this notice, please contact the Debtors' Claims and Noticing Agent, Kroll Restructuring Administration LLC, at (877) 542-1878 (toll-free), +1 (929) 284-1688 (international), or by email at [endoinquiries@ra.kroll.com](mailto:endoinquiries@ra.kroll.com).**

**You may also find more information at <https://restructuring.ra.kroll.com/Endo>.**

<b>10. Dépôt d'un dossier de faillite en vertu du Chapitre 11</b>	Le Chapitre 11 permet aux débiteurs de se réorganiser ou de liquider leurs actifs selon un plan. Un plan n'est pas en vigueur tant que le tribunal ne l'a pas confirmé. Vous pouvez recevoir une copie du plan et une déclaration de divulgation vous informant sur le plan, et vous pouvez avoir la possibilité de voter sur le plan. Vous recevrez un avis de la date de l'audience de confirmation, et vous pouvez vous opposer à la confirmation du plan et assister à l'audience de confirmation. À moins qu'un syndic ne soit désigné, les débitrices resteront en possession des biens des débitrices et pourront continuer à exploiter leur entreprise.
<b>11. Décharge des dettes</b>	La confirmation d'un plan en vertu du Chapitre 11 peut entraîner une décharge des dettes, qui peut inclure tout ou partie de votre dette. Voir 11 U.S.C. § 1141(d). Une décharge signifie que les créanciers ne peuvent jamais essayer de recouvrer la dette du débiteur, sauf dans les cas prévus par le plan. Si vous voulez qu'une dette particulière soit exclue de la décharge et si l'article 523(c) s'applique à votre demande, vous devez entamer une procédure judiciaire en déposant une plainte et en payant les frais de dépôt au bureau du greffier du Tribunal de la faillite avant la date limite.

**Si vous avez des questions concernant cet avis, veuillez contacter l'agent de notification et de recouvrement des débitrices, Kroll Restructuring Administration LLC, au (877) 542-1878 (numéro gratuit), +1 (929) 284-1688 (international), ou par courriel à [endoinquiries@ra.kroll.com](mailto:endoinquiries@ra.kroll.com).**

**Vous trouverez également de plus amples informations sur le site**

**<https://restructuring.ra.kroll.com/Endo>.**

**THIS IS EXHIBIT "H"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

**TRIBUNAL DES FAILLITES DES  
ÉTATS-UNIS  
DISTRICT SUD DE NEW YORK**

*En ce qui concerne*

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

**Débiteurs.<sup>1</sup>**

**Chapitre 11**

**Cas no 22-22549 (JLG)**

**(Administré conjointement)**

**AVIS SUR LES DATES D'ÉCHÉANCE POUR LA PRÉSENTATION DES  
Preuves de réclamation**

**LA DATE DE TOMBÉE GÉNÉRALE EST LE 7 JUILLET 2023 À 17 H.  
(HEURE DE L'EST)**

**LA DATE DE TOMBÉE DU GOUVERNEMENT EST LE 31 MAI 2023 À 17 H.  
(HEURE DE L'EST)**

**À : TOUTES LES PERSONNES ET ENTITÉS AYANT DES RÉCLAMATIONS CONTRE  
LES DÉBITEURS SUSMENTIONNÉS :**

Le 3 avril 2023, le tribunal des faillites des États-Unis pour le district Sud de New York (le « tribunal ») a inscrit une ordonnance [rôle no 1767] (l'« ordonnance de date de tombée ») établissant, entre autres, certaines échéances pour la présentation des Preuves de réclamation (chacune, une « Preuve de réclamation ») dans les cas des débiteurs et des débiteurs exploitants mentionnés en légende ci-dessus (collectivement, les « débiteurs ») présentés en vertu du chapitre 11 du titre 11 du Code des États-Unis (le « Code des faillites »).

En vertu de l'ordonnance de date de tombée, le tribunal a établi **le 7 juillet 2023 à 17 h, heure de l'Est en vigueur** (la « date de tombée générale »), comme date limite générale pour toutes les personnes et entités autres que les unités gouvernementales (comme défini ci-dessous) pour la présentation des Preuves de réclamation dans les cas concernant le chapitre 11 des débiteurs en ce qui concerne toutes les réclamations (comme défini ci-dessous) contre les débiteurs qui sont survenues ou réputées être survenues avant la date à laquelle les débiteurs ont introduit les cas concernant le chapitre 11, le 16 août 2022 (la « date de pétition »), y compris, mais sans s'y limiter, les réclamations garanties, les réclamations prioritaires, les réclamations pour dommages corporels

<sup>1</sup> Les quatre derniers chiffres du numéro d'identification aux fins d'impôt de Debtor Endo International plc sont 3755. En raison du grand nombre de débiteurs dans ces cas du chapitre 11, une liste complète des entités débitrices et des quatre derniers chiffres de numéro d'identification aux fins ou n'est pas fournie aux présentes. Une liste complète desdites informations est accessible sur le site Web des réclamations des débiteurs de l'agent chargé des réclamations et notifications <https://restructuring.ra.kroll.com/Endo>. Le site de l'adresse de service des débiteurs aux fins de ces cas pertinents du chapitre 11 est : 1400 Atwater Drive, Malvern, PA 19355.

et les réclamations découlant de l'article 503 (b) (9) du Code des faillites,<sup>2</sup> sauf disposition contraire dans l'ordonnance de date de tombée et selon la description de la section intitulée « Preuves de réclamation n'ayant pas à être présentées d'ici la date de tombée générale » ci-dessous. Comme indiqué ci-dessous dans la section intitulée « Qui doit présenter une Preuve de réclamation et dates de tombée applicables », veuillez noter que dans la mesure où le soumissionnaire-paravent est le soumissionnaire gagnant dans le processus de commercialisation et de vente proposé par les débiteurs, certains créanciers généraux non garantis pourraient être admissibles à une participation à des émissions de droits, et tous les droits concernés pourraient être assujettis à des échéances distinctes.

Selon l'ordonnance de date de tombée, le tribunal a également établi la date du **31 mai 2023 à 17 h, heure de l'Est en vigueur**(la « date de tombée gouvernementale »), comme date limite générale pour que certaines unités gouvernementales présentent des Preuves de réclamation dans les cas concernant chapitre 11 des débiteurs pour toutes les réclamations contre lesdits débiteurs survenues ou réputées être survenues avant la date de pétition, sauf disposition contraire dans l'ordonnance de date de tombée. Comme il est décrit ci-dessous, l'ordonnance de date de tombée établit également des dates de tombée différentes pour certaines catégories de réclamations, y compris les réclamations fondées sur la fabrication, la commercialisation et/ou la vente d'opioïdes, ou les impliquant, revendiquées par : (i) toutes les municipalités et autres sous-divisions gouvernementales locales (collectivement, les « administrations locales »), (ii) toutes les tribus amérindiennes reconnues par le gouvernement fédéral (collectivement, les « tribus »), (iii) les cinquante États des États-Unis d'Amérique et du District de Columbia (collectivement, les « États-Unis ») et (iv) l'un des territoires suivants des États-Unis d'Amérique : les Samoa américaines, Guam, les îles Mariannes du Nord, Porto Rico et les îles Vierges américaines (collectivement, les « territoires »).

Pour votre commodité, certains Formulaires de preuve de réclamation sont joints au présent avis (le présent « avis »). Veuillez noter que Formulaires de preuve de réclamation différents sont accessibles pour : (a) les réclamants pour dommages corporels liés aux opioïdes (le « Formulaire de preuve de réclamation liée aux opioïdes à la suite de dommages corporels »), et/ou (b) tous les autres réclamants pour les opioïdes (c.-à-d. blessures non corporelles), y compris : toute personne, les unités gouvernementales, les tribus et d'autres entités (le « Formulaire général de Preuve de réclamation liée aux opioïdes ») et/ou (c) tous les autres réclamants potentiels (le « Formulaire de preuve de réclamation non liée aux opioïdes »), et avec le Formulaire de preuve de réclamation liée aux opioïdes à la suite de dommages corporels, et le Formulaire général de Preuve de réclamation liée aux opioïdes, les « Formulaires de preuve de réclamation »), mais ce ne sont pas tous les réclamants potentiels qui recevront tous les Formulaires de preuve de réclamation susmentionnés.

Le Formulaire de preuve de réclamation ou un document l'accompagnant indiquera, avec votre nom, si votre réclamation est répertoriée dans les annexes sur les actifs et les passifs des débiteurs et dans les déclarations financières présentées dans les cas du chapitre 11 des débiteurs (comme modifiées) (collectivement, le « annexes » et les « déclarations ») et, dans l'affirmative, si

<sup>2</sup> Une réclamation découlant de l'article 503(b)(9) du Code des faillites découle de la valeur de tous biens reçus par les débiteurs dans les 20 jours précédant la date de pétition, dans la mesure où les biens ont été vendus aux débiteurs selon le cours normal des affaires.

vosre réclamation est répertoriée comme suit : y) contestée, éventuelle ou indéterminée; et (z) sécurisée, non sécurisée ou prioritaire. Le montant en dollars de la réclamation (comme indiqué dans les annexes) sera également indiqué dans le Formulaire de preuve de réclamation. En cas de conflit entre les renseignements sur la réclamation inclus dans le Formulaire de preuve de réclamation et ceux fournis dans les annexes, les annexes auront préséance. Si les débiteurs croient que vous pouvez présenter des réclamations de classifications différentes contre les débiteurs, vous recevrez plusieurs Formulaires de preuve de réclamation, dont chacun reflétera la nature, le montant et la classification de votre réclamation contre les débiteurs, comme répertorié dans les annexes.

Si vous avez reçu plusieurs Formulaires de preuve de réclamation, veuillez examiner attentivement les instructions pour déterminer le ou les Formulaires de preuve de réclamation à utiliser pour présenter votre ou vos réclamations. Si vous pensez ne pas avoir reçu le ou les Formulaires de preuve de réclamation applicables, vous pouvez accéder par voie électronique au site Web de l'agent chargé des réclamations et notifications des débiteurs, Kroll Restructuring Administration LLC (l'« agent chargé des réclamations et notifications ») et soumettre votre réclamation comme décrit ci-dessous. Vous pouvez également communiquer avec l'agent chargé des réclamations et notifications pour demander un ou plusieurs Formulaires de preuve de réclamation supplémentaires. Vous trouverez ci-dessous les coordonnées de l'agent chargé des réclamations et notifications. L'agent chargé des réclamations et notifications aura également des représentants disponibles pour vous fournir des informations supplémentaires concernant les cas du chapitre 11 et la présentation d'une Preuve de réclamation.

**Le présent avis est envoyé à de nombreuses personnes et entités qui ont eu des relations avec les débiteurs ou qui ont fait affaire avec eux, mais qui n'ont peut-être pas de réclamation impayée contre les débiteurs. Le fait que vous ayez reçu cet avis ne signifie pas que vous avez une réclamation ou que les débiteurs ou le tribunal croient que vous avez une réclamation contre les débiteurs.**

**Renseignements généraux sur les cas des débiteurs relevant du chapitre 11.** Les cas des débiteurs sont administrés conjointement sous le numéro de cas 22-22549 (JLG). Le 2 septembre 2022, le Office of the United States Trustee (Bureau du syndic des États-Unis) pour le district sud de New York (le « syndic des États-Unis ») a nommé un Comité officiel des créanciers non garantis (l'« UCC ») et un Comité officiel des réclamants au sujet des opioïdes (le « OCC ») dans les cas relevant du chapitre 11. Aucun syndic ou examinateur n'a été nommé dans les cas relevant du chapitre 11.

**Renseignements sur un débiteur particulier.** Les quatre derniers chiffres du numéro d'identification fiscale fédéral de chaque débiteur sont indiqués ci-dessous. L'adresse postale des débiteurs est 1400 Atwater Drive Malvern, PA 19355.

<b>Débiteur</b>	<b>Cas no</b>	<b>Numéro d'identification fiscale fédéral</b>
Par Pharmaceutical, Inc.	Cas no 22-22546 (JLG)	XX-XXX8342
Actient Pharmaceuticals LLC	Cas no 22-22547 (JLG)	XX-XXX7232
70 Maple Avenue, LLC	Cas no 22-22548 (JLG)	XX-XXX1491
Endo International plc	Cas no 22-22549 (JLG)	XX-XXX3755

<b>Débiteur</b>	<b>Cas no</b>	<b>Numéro d'identification fiscale fédéral</b>
Endo Ventures Limited	Cas no 22-22550 (JLG)	XX-XXX6029
Anchen Incorporated	Cas no 22-22552 (JLG)	XX-XXX8760
Generics International (États-Unis), Inc.	Cas no 22-22554 (JLG)	XX-XXX6489
Anchen Pharmaceuticals, Inc.	Cas no 22-22556 (JLG)	XX-XXX9179
DAVA Pharmaceuticals, LLC	Cas no 22-22558 (JLG)	XX-XXX7354
Endo Par Innovation Company, LLC	Cas no 22-22561 (JLG)	XX-XXX2435
Génériques Bidco I, LLC	Cas no 22-22563 (JLG)	XX-XXX6905
Innoteq, Inc.	Cas no 22-22565 (JLG)	XX-XXX3381
JHP Acquisition, LLC	Cas no 22-22567 (JLG)	XX-XXX7861
JHP Group Holdings, LLC	Cas no 22-22569 (JLG)	XX-XXX7688
Kali Laboratories, LLC	Cas no 22-22572 (JLG)	XX-XXX4898
Moore's Mill Properties L.L.C.	Cas no 22-22574 (JLG)	XX-XXX9523
Par Pharmaceutical Companies, Inc.	Cas no 22-22576 (JLG)	XX-XXX8301
Par Pharmaceutical Holdings, Inc.	Cas no 22-22578 (JLG)	XX-XXX3135
Par Sterile Products, LLC	Cas no 22-22580 (JLG)	XX-XXX0105
Par, LLC	Cas no 22-22582 (JLG)	XX-XXX1286
Quartz Specialty Pharmaceuticals, LLC	Cas no 22-22584 (JLG)	XX-XXX5368
Vintage Pharmaceuticals, LLC	Cas no 22-22586 (JLG)	XX-XXX7882
Actient Therapeutics LLC	Cas no 22-22588 (JLG)	XX-XXX2019
Astora Women's Health Ireland Limited	Cas no 22-22591 (JLG)	XX-XXX5829
Astora Women's Health, LLC	Cas no 22-22594 (JLG)	XX-XXX0427
Auxilium International Holdings, LLC	Cas no 22-22596 (JLG)	XX-XXX9643
Auxilium Pharmaceuticals, LLC	Cas no 22-22598 (JLG)	XX-XXX6883
Auxilium US Holdings, LLC	Cas no 22-22601 (JLG)	XX-XXX8967
Bermuda Acquisition Management Limited	Cas no 22-22603 (JLG)	S.O.
BioSpecifics Technologies LLC	Cas no 22-22605 (JLG)	XX-XXX4851
Branded Operations Holdings, Inc.	Cas no 22-22608 (JLG)	XX-XXX6945
DAVA International, LLC	Cas no 22-22610 (JLG)	XX-XXX9945
Endo Aesthetics LLC	Cas no 22-22613 (JLG)	XX-XXX0218
Endo Bermuda Finance Limited	Cas no 22-22615 (JLG)	XX-XXX4093
Société d'activité désignée Endo	Cas no 22-22551 (JLG)	XX-XXX7135
Endo Eurofin Unlimited Company	Cas no 22-22553 (JLG)	XX-XXX2009
Endo Finance IV Unlimited Company	Cas no 22-22555 (JLG)	XX-XXX2779
Endo Finance LLC	Cas no 22-22557 (JLG)	XX-XXX6481
Endo Finance Operations LLC	Cas no 22-22559 (JLG)	XX-XXX6355
Endo Finco Inc.	Cas no 22-22560 (JLG)	XX-XXX5794

<b>Débiteur</b>	<b>Cas no</b>	<b>Numéro d'identification fiscale fédéral</b>
Endo Generics Holdings, Inc.	Cas no 22-22562 (JLG)	XX-XXX4834
Endo Global Aesthetics Limited	Cas no 22-22564 (JLG)	XX-XXX2898
Endo Global Biologics Limited	Cas no 22-22566 (JLG)	XX-XXX2735
Endo Global Development Limited	Cas no 22-22568 (JLG)	XX-XXX4785
Endo Global Finance LLC	Cas no 22-22570 (JLG)	XX-XXX7754
Endo Global Ventures	Cas no 22-22571 (JLG)	XX-XXX4244
Endo Health Solutions Inc.	Cas no 22-22573 (JLG)	XX-XXX2871
Endo Innovation Valera, LLC	Cas no 22-22575 (JLG)	XX-XXX3622
Endo Ireland Finance II Limited	Cas no 22-22577 (JLG)	XX-XXX0535
Endo LLC	Cas no 22-22579 (JLG)	XX-XXX6640
Endo Luxembourg Finance Company I S.à r.l.	Cas no 22-22581 (JLG)	XX-XXX3863
Endo Luxembourg Holding Company S.à r.l.	Cas no 22-22583 (JLG)	XX-XXX7168
Endo Luxembourg International Financing S.à r.l.	Cas no 22-22585 (JLG)	XX-XXX2905
Endo Management Limited	Cas no 22-22587 (JLG)	XX-XXX4866
Endo Pharmaceuticals Finance LLC	Cas no 22-22589 (JLG)	XX-XXX5768
Endo Pharmaceuticals Inc.	Cas no 22-22590 (JLG)	XX-XXX5829
Endo Pharmaceuticals Solutions Inc.	Cas no 22-22592 (JLG)	XX-XXX7911
Endo Pharmaceuticals Valera Inc.	Cas no 22-22593 (JLG)	XX-XXX9931
Endo Procurement Operations Limited	Cas no 22-22595 (JLG)	XX-XXX7840
Endo TopFin Limited	Cas no 22-22597 (JLG)	XX-XXX8086
Endo U.S. Inc.	Cas no 22-22599 (JLG)	XX-XXX0786
Endo US Holdings Luxembourg I S.à r.l.	Cas no 22-22600 (JLG)	XX-XXX7910
Endo Ventures Aesthetics Limited	Cas no 22-22602 (JLG)	XX-XXX9967
Endo Ventures Bermuda Limited	Cas no 22-22604 (JLG)	XX-XXX0688
Endo Ventures Cyprus Limited	Cas no 22-22606 (JLG)	XX-XXX1544
Generics International (US) 2, Inc.	Cas no 22-22607 (JLG)	XX-XXX5075
Génériques International Ventures Enterprises LLC	Cas no 22-22609 (JLG)	XX-XXX4685
Hawk Acquisition Ireland Limited	Cas no 22-22611 (JLG)	XX-XXX4776
Kali Laboratories 2, Inc.	Cas no 22-22612 (JLG)	XX-XXX6751
Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.	Cas no 22-22614 (JLG)	XX-XXX0601
Paladin Labs Canadian Holding Inc.	Cas no 22-22616 (JLG)	S/O
Laboratoires Paladin inc.	Cas no 22-22617 (JLG)	XX-XXX1410
Par Laboratories Europe, Ltd.	Cas no 22-22618 (JLG)	XX-XXX9597
Par Pharmaceutical 2, Inc.	Cas no 22-22619 (JLG)	XX-XXX4895
Slate Pharmaceuticals, LLC	Cas no 22-22620 (JLG)	XX-XXX6201
Timm Medical Holdings, LLC	Cas no 22-22621 (JLG)	XX-XXX8744

**UN RÉCLAMANT DOIT CONSULTER UN AVOCAT SI LE RÉCLAMANT A DES QUESTIONS, Y COMPRIS SI CE RÉCLAMANT DOIT PRÉSENTER UNE Preuve de réclamation.**

### **DÉFINITIONS IMPORTANTES**

Les termes « entité » ou « entité », « unité gouvernementale », « affilié » et « Réclamation » ou « réclamation » utilisés dans le présent avis ont le sens qui leur est attribué en vertu de l'article 101 du Code des faillites.

Le terme « réclamation à venir » utilisé aux présentes désigne une réclamation présentée par le représentant des réclamants à venir (« représentant des réclamants à venir ») nommé dans ces cas relevant du chapitre 11.

### **QUI DOIT PRÉSENTER UNE Preuve de réclamation ET DATES DE TOMBÉE APPLICABLES**

L'ordonnance de date de tombée établit les dates limites suivantes pour la présentation des Preuves de réclamation dans les cas relevant du chapitre 11 des débiteurs (collectivement, les « dates de tombée »)

- (a) **La date de tombée générale.** En vertu de l'ordonnance de date de tombée, à l'exception des indications ci-dessous, toutes les personnes ou entités qui font des réclamations (qu'elles soient garanties, prioritaires non garanties ou non prioritaires non garanties) contre un débiteur et dont les réclamations sont survenues ou réputées être survenues avant la date de pétition doivent présenter une Preuve de réclamation afin qu'elle soit reçue par l'agent chargé des réclamations et notifications au plus tard à la date de tombée générale. Veuillez noter que dans le cadre d'un règlement conclu entre le comité officiel des créanciers non garantis (UCC) et certains titulaires de privilège de premier rang sur la dette des débiteurs, dans la mesure où le soumissionnaire-paravent est le soumissionnaire gagnant du processus de commercialisation et de vente proposé par les débiteurs, certains créanciers généraux non garantis peuvent être admissibles à une participation à des émissions de droit d'achat d'actions de l'entreprise publique à responsabilité limitée proposée comme soumissionnaire-paravent. Tous les droits qu'un créancier général non garanti peut avoir en ce qui concerne la participation à l'offre de droits peuvent être soumis à des échéances distinctes. Vous avez peut-être reçu une lettre de l'UCC qui fournit des détails supplémentaires concernant l'offre de droits. Si vous êtes un créancier général non garanti, mais que vous n'avez pas reçu de lettre de l'UCC, vous pouvez communiquer avec l'agent chargé des réclamations et notifications (EndoInquiries@ra.kroll.com). Les créanciers généraux non garantis sont invités à consulter un avocat pour toute question concernant l'offre de droits.
- (b) **La date de tombée gouvernementale.** En vertu de l'ordonnance de date de tombée, à l'exception des indications ci-dessous, toutes les unités gouvernementales qui font des réclamations (qu'elles soient garanties, prioritaires non garanties ou non prioritaires non garanties) contre un débiteur et dont les réclamations sont survenues

ou réputées être survenues, avant la date de pétition, doivent présenter une Preuve de réclamation afin qu'elle soit reçue par l'agent chargé des réclamations et notifications au plus tard à la date de tombée gouvernementale.

- (c) **La date de tombée concernant les opioïdes pour les gouvernements des États/locaux.** (i) toutes les administrations locales, (ii) toutes les tribus, (iii) tous les États et (iv) tous les territoires qui souhaitent faire valoir une réclamation contre les débiteurs sur la base de la fabrication, la commercialisation et/ou la vente d'opioïdes ou les concernant, ladite réclamation étant survenue ou étant réputée être survenue avant la date de pétition, doivent présenter une Preuve de réclamation conformément aux procédures décrites aux présentes, afin que ladite preuve soit effectivement reçue par l'agent chargé des réclamations et notifications au plus tard à (1) 10 h (heure de l'Est en vigueur) à la date fixée pour la (première) déclaration concernant tout plan du chapitre 11 dans les cas du chapitre 11 et à (2) 17 h (heure de l'Est en vigueur) 35 jours après la date à laquelle les débiteurs présentent les rôles des causes et signifient un avis supplémentaire qui définit une date d'échéance pour lesdites administrations locales, tribus et lesdits États et/ou territoires aux fins de présentation des Preuves de réclamation (ladite date d'échéance, le cas échéant, le « date de tombée concernant les opioïdes pour les gouvernements des États/locaux » et un tel avis, un « Avis supplémentaire sur la date de tombée concernant les opioïdes pour les gouvernements des États/locaux »). Le ou les avis supplémentaires sur la date de tombée concernant les opioïdes pour les gouvernements des États/locaux doivent être présentés avec la déclaration proposée par les débiteurs ou par elle-même, mais en aucun cas la date de tombée concernant les opioïdes pour les gouvernements des États/locaux ne doit être fixée à une date antérieure au 14 juin 2023. Nonobstant toute indication aux présentes, tous les États et/ou territoires qui choisissent de ne pas participer au règlement public sur les opioïdes envisagé par la soumission-paravent à l'expiration de la période d'adhésion à la fiducie publique d'opioïdes et qui souhaitent faire valoir une réclamation contre les débiteurs sur la base de, ou impliquant la, fabrication, la commercialisation et/ou la vente d'opioïdes survenue ou une réclamation qui est survenue ou est réputée être survenue avant la date de pétition doivent présenter une Preuve de réclamation conformément aux procédures décrites aux présentes, afin que ladite preuve soit effectivement reçue par l'agent chargé des réclamations et notifications avant 17 h (heure de l'Est en vigueur) c'est-à-dire 30 jours après la date de tombée générale; *dans la mesure* où ladite date ne doit en aucun cas être postérieure au 15 septembre 2023.
- (d) **La date de tombée du rejet.** Toute personne ou entité qui fait valoir des réclamations découlant du rejet par les débiteurs d'un contrat à exécuter ou d'un bail non expiré en vertu d'une ordonnance du tribunal saisie avant la confirmation d'un plan en vertu du chapitre 11 ou s'y rapportant, est tenue de présenter une Preuve de réclamation, comme prévu aux présentes, afin qu'elle soit reçue par l'agent chargé des réclamations et notifications au plus tard à : (i) la date de tombée générale, la date de tombée gouvernementale ou la date de tombée concernant les opioïdes pour les gouvernements des États/locaux, selon le cas; et à (ii) 17 h, heure de l'Est en

vigueur, 30 jours après la date d'entrée en vigueur du rejet dudit contrat à exécuter ou du bail non expiré (la « date de tombée du rejet »).

- (e) **La date de tombée de l'annexe modifiée.** Si, après la date du présent avis, les débiteurs introduisent des avenants ou modifient les annexes afin de réduire le montant incontesté, non conforme et liquidé, ou changent la nature ou la classification de toute réclamation contre les débiteurs, le réclamant subissant les contrecoups négatifs de cette modification peut présenter une Preuve de réclamation en temps opportun ou modifier toute Preuve de réclamation présentée antérieurement en ce qui concerne la réclamation sur l'annexe modifiée au plus tard à (i) la date de tombée générale, la date de tombée gouvernementale ou la date de tombée concernant les opioïdes pour les gouvernements des États/locaux, selon le cas; et (ii) 30 jours après la date à laquelle l'avis de la modification applicable aux annexes est signifié au réclamant concerné (la « date de tombée de l'annexe modifiée »). Par contre, si (i) la modification des annexes améliore la quantité ou le traitement d'une demande précédemment prévue ou présentée et (ii) si le réclamant concerné a déjà reçu un avis sur les dates de tombée, le réclamant concerné sera assujéti à la date de tombée générale, la date de tombée gouvernementale ou la date de tombée concernant les opioïdes pour les gouvernements des États/locaux, selon le cas. Si les débiteurs introduisent des avenants ou modifient les annexes à l'égard d'une réclamation pour laquelle le débiteur déclare qu'elle a été satisfaite, ledit créancier payé ne sera pas tenu de présenter une Preuve de réclamation pour la réclamation satisfaite à moins que le créancier ne conteste le fait que ladite réclamation ait été satisfaite. Nonobstant ce qui précède, rien dans les présentes n'empêche les débiteurs de s'opposer pour tout motif à toute réclamation prévue ou présentée.

Sous réserve des conditions décrites ci-dessus pour les titulaires de réclamations assujétiées à la date de tombée du rejet et à la date de tombée de l'annexe modifiée, et à moins qu'ils ne soient titulaires d'un type de réclamation décrit dans la section ci-dessous, « Preuves de réclamation n'ayant pas à être présentées d'ici la date de tombée générale », ou à moins que le tribunal n'en ordonne autrement, les personnes et entités suivantes doivent présenter des Preuves de réclamation dans les cas du chapitre 11 au plus tard à la date de tombée applicable :

- (a) toute personne ou entité (i) dont la réclamation contre un débiteur n'est pas inscrite dans les listes des débiteurs, ou est inscrite comme contestée, éventuelle ou non liquidée et (ii) qui souhaite participer aux cas des débiteurs relevant du chapitre 11 ou participer à toute distribution dans les présents cas relevant du chapitre 11;
- (b) toute personne ou entité qui (i) croit que sa réclamation est classée incorrectement dans les annexes ou est inscrite selon un montant inexact et (ii) souhaite que sa réclamation soit admise selon une classification ou un montant différent de la classification ou du montant indiqué aux annexes;
- (c) toute personne ou entité qui croit que sa réclamation, comme inscrite dans les annexes, n'est pas une obligation du débiteur spécifique contre lequel ladite réclamation est inscrite et qui souhaite que ladite réclamation soit autorisée contre un débiteur autre que le débiteur indiqué aux annexes; et

- (d) toute personne ou entité titulaire d'une réclamation admissible en vertu de l'article 503(b)(9) du Code des faillites au titre de frais d'administration dans les présents cas du chapitre 11.

Si les annexes n'indiquent pas clairement que votre réclamation de prépétition est contestée, conditionnelle ou non liquidée en ce qui concerne le montant ou si elle est par ailleurs inscrite et classée correctement, vous devez présenter une Preuve de réclamation au plus tard à la date de tombée applicable ou vos droits et réclamations pourraient être abandonnés. Toute partie qui se fie aux renseignements contenus dans les annexes a la responsabilité de déterminer que sa réclamation est inscrite correctement. En outre, si vous négligez de présenter une Preuve de réclamation, vous pourriez ne pas être en mesure de bénéficier au partage des distributions des biens de la faillite des débiteurs si votre réclamation est survenue avant la date de pétition, et qu'elle ne fait pas partie des types de réclamations décrits dans la section ci-dessous, « Preuves de réclamation n'ayant pas à être présentées d'ici la date de tombée générale ».

### **QUEL EST LE FORMULAIRE DE Preuve de réclamation À PRÉSENTER**

Vous devez présenter le ou les Formulaire de preuve de réclamation appropriés qui accompagnent le présent avis et qui sont approuvés par le tribunal. Si vous pensez ne pas avoir reçu le ou les Formulaire de preuve de réclamation applicables, vous pouvez accéder par voie électronique au site Web des cas, communiquer avec l'agent chargé des réclamations et notifications pour demander un ou plusieurs Formulaire de preuve de réclamation supplémentaires.

#### **Formulaire de preuve de réclamation liée aux opioïdes à la suite de dommages corporels :**

Si vous avez une réclamation contre les débiteurs en raison de votre blessure personnelle ou de la blessure personnelle d'une autre personne (par exemple, vous présentez au nom d'une personne décédée, inapte ou d'un mineur) liée à la consommation d'un produit opioïde fabriqué, commercialisé et/ou vendu par les débiteurs, vous devez présenter le Formulaire de preuve de réclamation liée aux opioïdes à la suite de dommages corporels ou un formulaire essentiellement similaire.

Par exemple, les personnes qui réclament des dommages-intérêts pour un décès, un attachement maladif ou une dépendance, une privation de compagnie conjugale, un syndrome d'abstinence néonatale (parfois appelé « SAN »), quelle que soit la cause de droit (fraude, négligence, fausses déclarations, complot, etc.), doivent présenter le Formulaire de preuve de réclamation liée aux opioïdes à la suite de dommages corporels.

#### **Formulaire général de Preuve de réclamation liée aux opioïdes :**

Si vous êtes une unité gouvernementale, une tribu, une personne ou une entité et que votre réclamation contre les débiteurs concerne la commercialisation et/ou la vente d'opioïdes par les débiteurs, à l'exclusion des réclamations pour dommages corporels, vous devez présenter le Formulaire général de Preuve de réclamation liée aux opioïdes ou un formulaire essentiellement similaire.

Par exemple, les unités gouvernementales, les hôpitaux, les assureurs, les payeurs tiers, les patients ou les assurés qui réclament des dommages-intérêts pour un dommage autre qu'une blessure corporelle, comme un préjudice financier ou économique, doivent présenter le Formulaire général de Preuve de réclamation liée aux opioïdes.

Formulaire de preuve de réclamation non liée aux opioïdes :

Si vous êtes une personne ou une entité et que vous présentez une réclamation contre les débiteurs fondée sur des blessures ou des préjudices non liés aux opioïdes, y compris des dommages corporels présumés découlant de tous produits non liés aux opioïdes et fabriqués, commercialisés et/ou vendus par les débiteurs, vous devez présenter le Formulaire de preuve de réclamation non liée aux opioïdes ou un formulaire essentiellement similaire.

Par exemple, les fournisseurs qui cherchent à obtenir des paiements en souffrance ou les unités gouvernementales qui font valoir des créances fiscales doivent présenter le Formulaire de preuve de réclamation non liée aux opioïdes.

Si vous présentez une réclamation contre plus d'un débiteur en raison de blessures ou de préjudices non liés aux opioïdes (autres qu'une réclamation pour dommages corporels découlant du maillage transvaginal ou des produits de ranitidine des débiteurs), vous devez présenter une Preuve de réclamation distincte non liée aux opioïdes contre chaque débiteur contre lequel vous avez ou pourriez avoir une réclamation, ou préciser le nom du débiteur contre lequel la réclamation est présentée ou le numéro du cas de faillite du débiteur en question. Une liste des noms des débiteurs et de leurs numéros de cas est indiquée dans le tableau des pages 3 à 5 du présent avis.

**Confidentialité des formulaires (s'applique à tous les Formulaires de preuve de réclamation liée aux opioïdes à la suite de dommages corporels et à certains Formulaires de preuve de réclamation non liée aux opioïdes) :**

Toutes les Preuves de réclamation présentées par les réclamants de dommages corporels dans les Formulaires de preuve de réclamation liée aux opioïdes à la suite de dommages corporels, dans les Formulaires de preuve de réclamation non liée aux opioïdes, et qui sont indiquées comme des réclamations pour dommages corporels en marquant la sélection appropriée incluse dans le Formulaire de preuve de réclamation non liée aux opioïdes, ou sur un Formulaire de preuve de réclamation sans cas particulier, soumis avant l'introduction de l'ordonnance de date de tombée, et tout document à l'appui soumis avec lesdits formulaires, seront conservés et traités comme *hautement confidentiel* et seront seulement mis à la disposition : (i) des débiteurs, (ii) des conseillers des débiteurs, y compris leur avocat et conseiller financier, (iii) de l'agent chargé des réclamations et notifications et des autres parties qui collaborent avec les débiteurs dans l'administration des réclamations, (iv) des assureurs et des courtiers d'assurance des débiteurs, (v) sur demande, et être destinées seulement à une consultation par des professionnels, du (1) Groupe ad hoc de premier rang, (2) de l'UCC, (3) du BCC, et (4) du représentant des réclamants à venir et à ses conseillers et (vi) des autres personnes qui, selon la détermination du tribunal sont tenues de prendre connaissance desdits renseignements pour évaluer toute réclamation pour dommages corporels (les parties énumérées aux sous-alinéas (i) à (vi) collectivement, les « parties autorisées »), sous réserve que chaque partie autorisée accepte d'être liée par l'ordonnance de protection (définie ci-dessous) (ou si la transmission de ces informations hautement confidentielles à ladite partie autorisée est autrement

permise en vertu de l'ordonnance de protection) et les lois en vigueur sur la confidentialité des données, et ne doivent pas être mise à la disposition du public (collectivement, les règles régissant la confidentialité, le « protocole de confidentialité »).

Afin d'éviter toute confusion, seuls le numéro de réclamation, le montant de la réclamation et le nombre total de réclamations pour dommages corporels, y compris toute sous-catégorie d'icelles (comme les réclamations liées aux opioïdes (y compris, pour éviter toute confusion, au nom des mineurs atteints du syndrome d'abstinence néonatale), le maillage transvaginal et la ranitidine), seront mis à la disposition du public sur le site Web du cas et seront inclus dans le registre des réclamations accessibles au public. Sous réserve du paragraphe précédent, les copies des Preuves de réclamation présentées par les réclamants pour dommages corporels et leurs documents à l'appui, doivent être traitées comme des renseignements destinés seulement à une consultation par des professionnels / hautement confidentiels, comme indiqué dans l'ordonnance de stipulation et de protection écrite par le tribunal le 9 novembre 2022 [rôle no 623] (l'« ordonnance de protection ») et, le cas échéant, en tant que renseignements protégés en vertu de la Loi « Health Insurance Portability and Accountability Act » de 1996 sur la transférabilité et la responsabilité en matière d'assurance maladie, et doivent uniquement être mis à la disposition du tribunal et des parties autorisées.

Applicable à tous les Formulaires de preuve de réclamation :

Les débiteurs incluent un ou plusieurs Formulaires de preuve de réclamation devant être utilisés dans ces cas; si votre ou vos réclamations sont programmées par les débiteurs, vous devriez recevoir un ou plusieurs formulaires qui incluent également le montant de votre ou vos réclamations comme prévu par les débiteurs, le débiteur spécifique contre lequel la ou les réclamations sont programmées, et si la ou les réclamations sont programmées comme contestées, éventuelles ou non liquidées. Vous recevrez un Formulaire de preuve de réclamation distinct pour chaque réclamation programmée sous votre nom par les débiteurs. Vous pouvez obtenir des Formulaires de preuve de réclamation supplémentaires sur le site Web établi par l'agent chargé des réclamations et notifications, à l'adresse <https://restructuring.ra.kroll.com/endo>.

Pour être valide, un Formulaire de preuve de réclamation doit être signé par le réclamant ou son représentant autorisé. Si le réclamant n'est pas une personne, un mandataire ou un représentant autorisé par le réclamant doit signer le Formulaire de preuve de réclamation. En outre, si une Preuve de réclamation est présentée au nom d'un mineur y compris un mineur ayant reçu un diagnostic du syndrome d'abstinence néonatale, un parent, un parent adoptif, un tuteur légal peut signer le Formulaire de preuve de réclamation. La réclamation doit être rédigée en anglais et sa valeur doit être indiquée en devises américaines.

Si vous le souhaitez, vous pouvez joindre à votre Preuve de réclamation dûment remplie tous les documents sur lesquels la réclamation est fondée (s'il est volumineux, un résumé peut être joint), mais vous n'êtes pas tenu de le faire, et le défaut de joindre de tels documents n'influencera pas votre capacité de présenter un Formulaire de preuve de réclamation ou n'entraînera pas le rejet de votre réclamation. Plus tard, vous devrez peut-être fournir des documents à l'appui de votre réclamation. Vous pouvez également modifier ou compléter votre Preuve de réclamation après sa présentation et même après la date de tombée applicable pour faire valoir une réclamation nouvelle ou supplémentaire. Mais dans ce cas vous devrez obtenir l'autorisation du tribunal à cet effet.

**N'envoyez pas de documents originaux avec votre Preuve de réclamation, car ils ne vous seront pas retournés et pourraient être détruits après leur traitement et leur examen.**

Votre Formulaire de preuve de réclamation ne doit **pas** contenir des numéros de sécurité sociale complets ou de numéros d'identification de contribuable (seulement les quatre derniers chiffres), une date de naissance complète (seulement l'année), le nom d'un mineur (seulement les initiales du mineur) ou un numéro de compte financier (seulement les quatre derniers chiffres de ce compte financier).

À l'exception des Formulaires de preuve de réclamation soumis par les réclamants pour dommages corporels (i) dans les Formulaires de preuve de réclamation liée aux opioïdes à la suite de dommages corporels, (ii) dans les Formulaires de preuve de réclamation non liée aux opioïdes indiqués comme des réclamations pour dommages corporels en cochant la sélection appropriée incluse dans le Formulaire de preuve de réclamation non liée aux opioïdes, ou (iii) avant l'introduction de l'ordonnance de date de tombée, tous les Formulaires de preuve de réclamation seront rendus publics dans leur intégralité sur le Site Web de l'agent chargé des réclamations et notifications. Pour éviter toute confusion, les Formulaires généraux de Preuve de réclamation liée aux opioïdes et les Formulaires de preuve de réclamation non liée aux opioïdes (qui ne sont pas soumis par un réclamant pour des dommages corporels) seront mis à la disposition du public dans leur intégralité sur le site Web de l'agent chargé des réclamations et notifications.

**Preuves de réclamation NON REQUISES  
À PRÉSENTER D'ICILÀ LA DATE DE TOMBÉE GÉNÉRALE**

Les parties intéressées suivantes ne seront pas tenues de présenter une Preuve de réclamation dans ces cas du chapitre 11 au plus tard à la date de tombée applicable, uniquement en ce qui concerne les catégories de réclamations ou d'intérêts suivantes :

- (a) les réclamations représentées par le représentant des réclamants à venir;<sup>3</sup>
- (b) les titres de participation (comme définis au paragraphe 101(16) du Code des faillites et comprenant, sans s'y limiter, les actions ordinaires, les actions privilégiées, les bons de souscription ou les options d'achat d'actions) ou d'autres participations avec les débiteurs (le détenteur d'une telle participation, un « titulaire de participation »); *dans la mesure cependant*, ou un titulaire de participation qui souhaite faire valoir des réclamations contre les débiteurs, lesdites réclamations découlant de la propriété ou de l'achat d'un titre de participation ou d'une autre participation où qui y sont liées, y compris, mais sans s'y limiter, une demande de dommages-intérêts ou d'annulation fondée sur l'achat ou la vente d'une telle

---

<sup>3</sup> Les débiteurs se réservent le droit de demander réparation à une date ultérieure fixant une échéance pour que les réclamants à venir présentent des Preuves de réclamation. Le représentant des réclamants à venir se réserve tous les droits à cet égard.

participation ou d'une autre participation, doit présenter une Preuve de réclamation au plus tard à la date de tombée applicable;<sup>4</sup>

- (c) Réclamations contre les débiteurs pour lesquelles une Preuve de réclamation signée a déjà été présentée correctement auprès du greffier du tribunal ou de l'agent chargé des réclamations et notifications sous une forme essentiellement similaire au formulaire officiel de faillite no 410;
- (d) Les réclamations contre les débiteurs (i) qui ne sont pas répertoriées dans les annexes comme contestées, éventuelles ou non liquidées et (ii) lorsque le titulaire de ladite réclamation est d'accord avec la nature, la classification et le montant de sa réclamation selon leur indication dans les annexes;
- (e) Les réclamations contre les débiteurs qui ont déjà été autorisées par une ordonnance du tribunal ou payées en vertu d'une ordonnance du tribunal;<sup>5</sup>
- (f) Réclamations admissibles en vertu des articles 503(b) et 507(a)(2) du Code des faillites à titre de frais administratifs desdits cas relevant du chapitre 11 (autres que toute réclamation admissible en vertu de l'article 503(b)(9) du Code des faillites);
- (g) réclamations de frais d'administration pour les frais et dépenses postérieurs à la pétition engagés par tout professionnel autorisé en vertu des articles 328, 330, 331 et 503 (b) du Code des faillites ou 28 U.S.C. § 156(c);
- (h) Réclamations pour lesquelles des échéances précises ont été fixées par une ordonnance du tribunal saisie au plus tard à date de tombée;
- (i) Réclamations présentées par toute partie étant exemptée de présenter une Preuve de réclamation en vertu d'une ordonnance saisie par le tribunal (y compris l'*ordonnance finale modifiée (I) autorisant les débiteurs à utiliser des garanties en espèces; (II) accordant une protection adéquate aux parties garanties avant la pétition; (III) modifiant la suspension automatique; et (IV) octroyant des réparations connexes* [rôle no 535]);
- (j) Les réclamations provenant de tous responsables et directeurs actuels des débiteurs pour l'indemnisation, la contribution ou le remboursement découlant des services précédant la pétition ou ultérieurs à la pétition de ces responsables et directeurs aux débiteurs;

---

<sup>4</sup> Les débiteurs se réservent le droit de demander réparation à une date ultérieure fixant une échéance pour que les titulaires de participation présentent des preuves de participation.

<sup>5</sup> Dans la mesure où les montants payés à un réclamant par les débiteurs sont susceptibles d'être restitués en vertu d'un traité commercial ultérieur à la convention ou autrement, ce créancier aura jusqu'à la dernière des dates suivantes : (i) la date de tombée générale et (ii) 30 jours à compter de la date de toute restitution, pour présenter une Preuve de réclamation pour le montant restitué.

- (k) Réclamations payables au tribunal ou au United States Trustee Program (Programme des fiduciaires des États-Unis) en vertu de 28 U.S.C. § 1930;
- (l) Les réclamations de tout débiteur contre un autre débiteur ou toute réclamation d'une filiale ou d'une société affiliée directe ou indirecte non débitrice d'Endo International plc contre un débiteur;
- (m) Réclamations présentées par un employé actuel ou ancien des débiteurs, si une ordonnance du tribunal a autorisé les débiteurs à honorer ladite réclamation dans le cours normal des affaires en tant que salaire, commission ou avantage, y compris en vertu de l'ordonnance sur les salaires définitifs [rôle no 695]; *dans la mesure où* un employé actuel ou ancien doit soumettre une Preuve de réclamation avant la date de tombée générale pour toutes les autres réclamations survenant au plus tard à la date de pétition, y compris des réclamations pour des avantages non prévus en vertu d'une ordonnance du tribunal, un licenciement injustifié, de la discrimination, du harcèlement, un environnement de travail hostile ou des représailles; et
- (n) toute réclamation limitée exclusivement au remboursement du capital, des intérêts, des frais, des dépenses et de tout autre montant dû en vertu de toute entente régissant une facilité de crédit renouvelable, des prêts à terme, des billets, des obligations, des débetures ou d'autres titres ou instruments de créance émis ou conclus par l'un des débiteurs (une « créance ») en vertu d'un acte de fiducie, d'une note, d'une convention de crédit ou d'une forme similaire de documentation, selon le cas (ensemble, les « titres de créance »); *dans la mesure où* le fiduciaire pertinent, l'agent administratif, le registraire, l'agent payeur, l'agent de prêt ou de garantie de l'acte de fiducie, ou toute autre entité remplissant une fonction similaire, peu importe son mode de désignation (chacun, un « agent de la dette ») en vertu du titre de créance applicable, doit présenter une seule Preuve de réclamation principale, au plus tard à la date de tombée applicable, contre chaque débiteur visé par l'obligation en vertu du titre de créance applicable en raison de toutes les créances, et ladite réclamation qui doit être présentée et enregistrée à l'encontre cas principal, *en ce qui concerne Endo International plc, et al., no 22-22549 (JLG)*, sans qu'il soit nécessaire de la désigner davantage par ledit agent de la dette, et elle sera réputée présentée à l'encontre de chacun de ces débiteurs qui y sont indiqués; *dans la mesure où* tout titulaire d'une créance qui souhaite faire valoir une réclamation découlant d'un titre de créance ou s'y rapportant, autre qu'une créance, doit présenter une Preuve de réclamation à l'égard de ladite réclamation au plus tard à la date de tombée applicable, à moins qu'une autre exception indiquée aux présentes ne s'applique; *dans la mesure en outre où*, au lieu de joindre des documents volumineux, y compris des documents sur la conformité à la Règle 3001(d) régissant les faillites, l'agent de la dette peut, en vertu du titre de créance, inclure un résumé des documents essentiels en ce qui concerne les créances.

**AUCUNE OBLIGATION DE PRÉSENTER CERTAINES RÉCLAMATIONS POUR DES  
REMBOURSEMENTS DE FRAIS D'ADMINISTRATION**

Toutes les réclamations d'ordre administratif en vertu de l'article 503 (b) du Code des faillites, autres que les réclamations en vertu de l'article 503(b)(9) du Code des faillites, doivent faire l'objet de demandes de paiement distinctes conformément à l'article 503(a) du Code des faillites et ne sont pas réputées pertinentes si elles sont présentées par l'entremise d'une Preuve de réclamation. Nonobstant ce qui précède, la présentation d'un Formulaire de preuve de réclamation comme prévu aux présentes sera réputée satisfaire aux exigences procédurales pour l'assertion de toute revendication de priorité administrative en vertu de l'article 503(b)(9) du Code des faillites.

**CONSÉQUENCES DE L'OMISSION DE PRÉSENTER  
UNE Preuve de réclamation D'ICI LA DATE DE TOMBÉE APPLICABLE**

**À MOINS QUE LE TRIBUNAL NE L'ORDONNE AUTREMENT, EN VERTU DES ARTICLES 105(A) ET 502(B)(9) DU CODE DES FAILLITES ET DE LA RÈGLE 3003(C)(2) RÉGISSANT LA FAILLITE, TOUTE PERSONNE OU ENTITÉ TENUE DE PRÉSENTER UNE Preuve de réclamation DANS LESDITS CAS DU CHAPITRE 11 EN VERTU DU CODE DES FAILLITES, DES RÈGLES RÉGISSANT LA FAILLITE, DES RÈGLES LOCALES OU DE L'ORDONNANCE DE DATE DE TOMBÉE CONCERNANT UNE RÉCLAMATION PARTICULIÈRE CONTRE LES DÉBITEURS, MAIS QUI NÉGLIGE DE LE FAIRE À LA DATE DE TOMBÉE APPLICABLE, SERA À JAMAIS INTERDITE, PRÉCLUSE ET ENJOINTE DE : A) DE FAIRE VALOIR UNE TELLE RÉCLAMATION CONTRE LES DÉBITEURS, LEURS BIENS OU LEUR PROPRIÉTÉ (ET LES DÉBITEURS DE MÊME QUE LEURS BIENS ET LEUR PROPRIÉTÉ SONT LIBÉRÉS À JAMAIS DE TOUTE DETTE OU RESPONSABILITÉ À L'ÉGARD DE LADITE RÉCLAMATION) QUI (I) EST D'UN MONTANT QUI DÉPASSE LE MONTANT, LE CAS ÉCHÉANT, INDIQUÉ DANS LES ANNEXES AU NOM DE LADITE PERSONNE OU ENTITÉ COMME ÉTANT INCONTESTÉE, NONCONTINGENT ET LIQUIDÉ OU QUI (II) EST D'UNE NATURE OU D'UNE CLASSIFICATION DISTINCTE DE TOUTE RÉCLAMATION INDIQUÉE DANS LES ANNEXES AU NOM DE LADITE PERSONNE OU ENTITÉ (TOUTE RÉCLAMATION DE LA SORTE EN VERTU DU PRÉSENT PARAGRAPHE (A), UNE « RÉCLAMATION NON PROGRAMMÉE »); OU (B) DE VOTER OU DE RECEVOIR DES DISTRIBUTIONS EN VERTU D'UN PLAN DU CHAPITRE 11 DANS LESDITS CAS DU CHAPITRE 11 À L'ÉGARD D'UNE RÉCLAMATION NON PROGRAMMÉE.**

**PROCÉDURES DE PRÉSENTATION DES Preuves de réclamation**

Les procédures suivantes s'appliquent à la présentation des Preuves de réclamation :

- (a) Sauf disposition contraire aux présentes, tous les titulaires de réclamations contre les débiteurs doivent présenter une Preuve de réclamation. Chaque Preuve de réclamation doit : (i) être rédigée en anglais; (ii) être indiquée dans la monnaie légale des États-Unis à la date de pétition (en utilisant le taux de change, le cas échéant, à la date de pétition); (iii) se conformer en grande partie aux Formulaires

de preuve de réclamation applicables joints à l'ordonnance de date de tombée comme suit : **annexe 2-A**, **annexe 2-B** et **annexe 2-C**, ou le Formulaire officiel de faillite no 410; (iv) énoncer avec précision le fondement juridique et factuel de la réclamation alléguée; et (v) être signée par le réclamant, son avocat ou, si le réclamant n'est pas un particulier, par un mandataire ou un représentant autorisé du réclamant; *cependant*, dans le cas des Preuves de réclamation présentées au nom de mineurs, y compris les mineurs ayant reçu un diagnostic du syndrome d'abstinence néonatale, lesdites Preuves de réclamation peuvent être signées par les parents, les parents adoptifs et les tuteurs légaux.

- (b) Un réclamant peut joindre à sa Preuve de réclamation remplie tous les documents sur lesquels la réclamation est fondée (si ce document est volumineux, un résumé peut-être joint), mais il n'est pas tenu de le faire et cette omission n'influencera pas la capacité du réclamant de soumettre une Preuve de réclamation ou n'entraînera pas le rejet de ladite réclamation. Plus tard, le réclamant devra peut-être fournir des documents à l'appui de la réclamation. Un réclamant peut également modifier ou compléter sa Preuve de réclamation après sa présentation, y compris, pour éviter toute confusion, après la date de tombée applicable, mais pas sans l'autorisation du tribunal, pour faire valoir une réclamation nouvelle ou supplémentaire. Les réclamants ne doivent pas envoyer les documents originaux avec leur Preuve de réclamation, car ces originaux ne seront pas retournés et pourraient être détruits après leur traitement et leur examen.
- (c) Les réclamants qui font valoir des réclamations dans des Formulaires de preuve de réclamation non liée aux opioïdes qui ne se rapportent pas au maillage transvaginal ou aux produits de ranitidine des débiteurs sont tenus (i) de préciser le nom et le numéro de cas du débiteur contre lequel ladite Preuve de réclamation est présentée et (ii) de présenter des Preuves de réclamation distinctes contre chaque débiteur contre lequel un tel titulaire peut avoir une réclamation.
- (d) Toutes les Preuves de réclamation présentées dans les Formulaires de preuve de réclamation non liée aux opioïdes qui se rapportent au maillage transvaginal ou aux produits de ranitidine des débiteurs seront inscrites au rôle dans le cas principal, *en ce qui concerne Endo International plc, et al.*, no 22-22549 (JLG), sans qu'un titulaire n'ait besoin d'une désignation supplémentaire, et lesdites preuves seront réputées présentées contre chacun des débiteurs qui sont des défendeurs dans le cadre d'un litige préalable à la pétition et qui concerne respectivement des produits de maillage transvaginal ou des produits de ranitidine. Afin d'éviter toute confusion, les réclamants qui font valoir des réclamations dans des Formulaires de preuve de réclamation non liée aux opioïdes qui se rapportent au maillage transvaginal ou aux produits de ranitidine des débiteurs ne sont pas tenus (i) de préciser le nom et le numéro de cas du débiteur contre lequel ladite ou lesdites Preuves de réclamation sont présentées et (ii) de présenter des Preuves de réclamation distinctes contre chaque débiteur contre lequel un tel titulaire peut avoir une réclamation.

- (e) Toutes les Preuves de réclamation présentées dans les Formulaires de preuve de réclamation liée aux opioïdes à la suite de dommages corporels et dans les Formulaires généraux de Preuve de réclamation liée aux opioïdes seront inscrites au rôle dans le cas principal, *en ce qui concerne Endo International plc, et al.*, no 22-22549 (JLG), sans qu'un titulaire n'ait besoin d'une désignation supplémentaire, et lesdites preuves seront réputées présentées contre chacun des débiteurs des défendeurs dans le cadre d'un litige précédant la pétition. Afin d'éviter toute confusion, les titulaires qui font valoir des réclamations dans des Formulaires de preuve de réclamation liée aux opioïdes à la suite de dommages corporels et dans des Formulaires généraux de Preuve de réclamation liée aux opioïdes ne sont pas tenus (i) de préciser le nom et le numéro de cas du débiteur contre lequel ladite ou lesdites Preuves de réclamation sont présentées et (ii) de présenter des Preuves de réclamation distinctes contre chaque débiteur contre lequel un tel titulaire peut avoir une réclamation.
- (f) Les Preuves de réclamation doivent être présentées soit (i) par voie électronique au moyen du site Web de l'agent chargé des réclamations et notifications (le « site Web du cas ») en utilisant l'interface accessible sur ce site Web situé à <https://restructuring.ra.kroll.com/endo> sous le lien intitulé « Submit a Claim » (Soumettre une réclamation) (le « système de présentation électronique ») ou (ii) en remettant en main propre le Formulaire de preuve de réclamation original, ou en envoyant par la poste la copie originale du Formulaire de preuve de réclamation afin qu'il soit effectivement reçu par l'agent chargé des réclamations et notifications ou par le greffier du tribunal des faillites au plus tard à la date d'échéance applicable. Les Formulaires de preuve de réclamation originaux doivent être envoyés à :

**Pour un envoi par courrier de première classe :**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850 New York,  
NY 10163-4850

OU

United States Bankruptcy Court  
Southern District of New York  
One Bowling Green, Room 614  
New York, NY 10004-1408

**Pour un envoi par livraison en main propre ou par messagerie 24 heures :**

Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

- (g) Une Preuve de réclamation est réputée présentée en temps opportun seulement si elle est effectivement reçue par l'agent chargé des réclamations et notifications ou le greffier du tribunal des faillites (i) à l'adresse applicable indiquée ci-dessus au sous-alinéa (e) ou (ii) par voie électronique en utilisant le système de présentation électronique au plus tard à la date de tombée applicable.
- (h) Les Preuves de réclamation envoyées par télécopieur, télécopie ou courrier électronique (autres que les Preuves de réclamation présentées par voie

électronique au moyen du système de présentation électronique) ne seront pas acceptées.

- (i) Toute Preuve de réclamation faisant valoir une réclamation ayant droit à la priorité en vertu de l'article 503(b)(9) du Code des faillites doit également : (i) inclure la valeur des biens livrés aux débiteurs et qu'ils ont reçus dans les 20 jours précédant la date de pétition; et (ii) joindre tout document indiquant les factures particulières pour lesquelles ladite réclamation est présentée.
- (j) Si un créancier souhaite recevoir un accusé de réception des réclamations et le reçu d'une Preuve de réclamation de l'agent chargé des réclamations et notifications, le créancier doit également soumettre à l'agent chargé des réclamations et notifications, au plus tard à la date de tombée applicable et en même temps que sa Preuve de réclamation originale (i) une copie de la Preuve de réclamation originale et (ii) une enveloppe-réponse affranchie. Les réclamants qui soumettent des Preuves de réclamation par l'entremise de l'interface du site Web de l'agent chargé des réclamations et notifications recevront une confirmation par courrier électronique de ladite soumission.
- (k) Les catégories de personnes ou d'entités suivantes peuvent présenter une ou plusieurs Preuves de réclamation consolidées au nom de plusieurs réclamants, comme indiqué ci-dessous (chacune une « réclamation consolidée ») :
  - (i) Tout membre d'un comité ad hoc ou d'un groupe ad hoc qui a présenté des déclarations vérifiées en vertu des Règles régissant les faillites de 2019 dans lesdits cas à la date de l'ordonnance de date de tombée au nom de chaque membre du comité ad hoc ou du groupe ad hoc applicable, ou de l'un ou l'autre de leurs sous-groupes, et qui choisit d'être inclus dans la réclamation consolidée applicable, ladite réclamation groupée peut être présentée par l'avocat principal de ce comité ou groupe ad hoc, et inscrite au rôle du cas principal, *en ce qui concerne Endo International plc, et al.*, no 22-22549 (JLG), sans avoir à la faire désigner davantage par ledit comité ou groupe ad hoc ou par l'avocat, *dans la mesure où* ladite réclamation consolidée a été jointe soit (1) à des Formulaires de preuve de réclamation individuels pour chaque membre, ou (2) à une feuille de calcul ou une autre forme de documentation qui répertorie chaque membre et fournit des renseignements individualisés essentiellement conformes aux renseignements demandés dans le Formulaire de preuve de réclamation applicable;
  - (ii) Nonobstant ce qui précède, afin d'éviter toute confusion, toute personne, ou toute entité, y compris tout avocat ou cabinet d'avocats, représentant plusieurs réclamants contre les opioïdes, qui fournit l'autorisation de la part desdits réclamants d'être inclus dans une réclamation consolidée (chacune de ces personnes ou entités autorisant une réclamation contre les opioïdes, un « réclamant consentant »), ladite autorisation doit être (a) sous la forme d'un affidavit de la personne (y compris tout avocat ou cabinet d'avocats) représentant plusieurs réclamants contre les opioïdes, indiquant que ladite

personne représente les réclamants consentants et qu'elle a l'autorisation de présenter la réclamation consolidée, ou (b) une autre forme raisonnablement acceptable pour les débiteurs, et l'OCC peut présenter, modifier ajouter à une réclamation consolidée au nom desdits réclamants consentants et présenter ladite réclamation consolidée contre le cas principal, *en ce qui concerne Endo International plc, et al.*, no 22-22549 (JLG), dans la mesure où ladite réclamation consolidée est jointe soit (1) à un Formulaire de preuve de réclamation individuel pour chaque réclamant consentant, ou (2) une feuille de calcul ou une autre forme de documentation qui répertorie chaque réclamant consentant et fournit des renseignements individualisés essentiellement conformes aux renseignements demandés dans le Formulaire de preuve de réclamation applicable; et

- (iii) Tout régime d'assurance-maladie, assureur de soins de santé, administrateur de régime de soins de santé ou autre payeur tiers des réclamations pertinentes (chacun un « TPP »), en raison de l'un ou de l'ensemble des promoteurs de régimes, des groupes d'employeurs ou des programmes intégralement assurés ou autofinancés administrés par ledit TPP; à condition que ladite réclamation globale soit présentée publiquement et accompagnée d'une feuille de calcul ou d'une autre forme de documentation raisonnablement acceptable pour les débiteurs, qui inclut un identificateur unique pour chaque programme autofinancé administré par ledit TPP. En même temps que ladite soumission publique, le TPP doit envoyer un courriel à [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com) pour demander des informations d'identification afin de téléverser sur un site Web sécurisé les informations relatives à ladite réclamation consolidée. Dès que cela est raisonnablement possible après la réception desdits justificatifs d'identité, le TPP doit téléverser sur le site Web indiqué par l'agent chargé des réclamations et notifications une feuille de calcul répertoriant le nom de chacun desdits programmes autofinancés administrés par ledit TPP et inclus dans la réclamation consolidée, de même que l'identificateur unique qui a été soumis dans la réclamation soumise publiquement, ladite feuille de calcul doit être traitée comme hautement confidentielle conformément au protocole de confidentialité (comme défini ci-dessus). Ledit TPP a l'option, mais pas l'obligation, d'inclure dans le même Formulaire de preuve de réclamation l'une ou l'autre de ses réclamations, y compris, mais sans s'y limiter, les réclamations intégralement assurées, à risque et directes. Dans la mesure où un TPP utilise une méthode de bonne foi pour déterminer le montant de sa ou de ses réclamations en vue de présenter une Preuve de réclamation, mais que les débiteurs exigent à une date ultérieure que le TPP utilise une méthode de calcul différente aux fins d'une attribution intra-TPP, le TPP conserve le droit de modifier son calcul, sans préjudice à l'égard de sa réclamation, conformément à la méthode requise par les débiteurs, et les débiteurs se réservent tous les droits à cet égard;

et chaque réclamation consolidée sera réputée présentée contre chacun des débiteurs, selon le cas, (x) indiqués dans ladite réclamation consolidée (dans le cas des réclamations revendiquées dans le Formulaire de preuve de réclamation non liée aux opioïdes et qui ne concernent pas un maillage transvaginal ou des produits de ranitidine des débiteurs), (y) qui sont des défendeurs dans un litige précédant la pétition concernant des produits de maillage transvaginal ou de ranitidine (dans le cas de réclamations revendiquées dans le Formulaire de preuve de réclamation non liée aux opioïdes concernant un maillage transvaginal ou des produits de ranitidine des débiteurs) ou (z) qui sont des défendeurs dans le cadre d'un litige lié aux opioïdes précédant les pétitions (dans le cas des réclamations invoquées dans le Formulaire de preuve de réclamation liée aux opioïdes à la suite de dommages corporels ou dans le Formulaire général de Preuve de réclamation liée aux opioïdes).

- (1) Sous réserve des phrases suivantes, et uniquement aux fins de commodité administrative, les titulaires de réclamations liés aux produits opioïdes des débiteurs seront autorisés à présenter des Preuves de réclamation « collectives » au nom des catégories (a) de contribuables d'assurance, (b) d'hôpitaux privés, (c) d'écoles publiques et (d) de réclamants cherchant à établir un programme de surveillance médicale du syndrome d'abstinence néonatale. Afin d'éviter toute confusion, si lesdits cas relevant du chapitre 11 entraînent (x) la consommation d'une vente de la quasi-totalité des actifs des débiteurs au soumissionnaire-paravent conformément à l'entente avec soumissionnaire-paravent (y) la consommation d'une vente à une partie (ou à plusieurs parties) qui présente une offre plus élevée ou autrement meilleure et qu'une telle offre permet l'établissement d'une ou de plusieurs fiducies au profit des réclamants contre les opioïdes dont la ou les fiducies permettent des recouvrements essentiellement similaires aux réclamants d'indemnités liées aux opioïdes à des conditions essentiellement similaires à celles des fiducies volontaires alors proposées et envisagées pour être constituées par le soumissionnaire-paravent (une ou plusieurs « fiducies comparables pour les opioïdes ») ou (z) un plan de réorganisation qui prévoit l'établissement d'une ou de plusieurs fiducies comparables pour les opioïdes, lesdites Preuves de réclamation de « catégorie » seront alors réputées valides aux fins de commodité administrative seulement. Si, toutefois, lesdits cas relevant du chapitre 11 donnent lieu à une autre opération, y compris, mais sans s'y limiter (1) la consommation d'une vente à une partie (ou à plusieurs parties) qui soumet une offre plus élevée ou autrement meilleure et qu'une telle offre ne prévoit pas l'établissement d'une ou de plusieurs fiducies comparables pour les opioïdes ou (2) un plan de réorganisation qui ne prévoit pas l'établissement d'une ou de plusieurs fiducies comparables pour les opioïdes, lesdites Preuves de réclamation « collectives » ne seront alors pas réputées valides ou autorisées, et toutes les parties auront le droit de s'opposer à la présentation et/ou à la validité des dites Preuves de réclamation collective, et le fardeau de la preuve en ce qui concerne la validité desdites Preuves de réclamation collective incombera au groupe de réclamants qui cherche à présenter une telle réclamation.

## **FORMULAIRES DE PREUVE DE RÉCLAMATION SUPPLÉMENTAIRES**

Vous pouvez obtenir des Formulaires supplémentaires sur le site Web établi par l'agent chargé des réclamations et notifications, à l'adresse <https://restructuring.ra.kroll.com/endo>.

### **RÉSERVE DE DROITS**

Les débiteurs conservent le droit (a) de contester, ou de faire valoir des opérations de compensation ou des défenses contre toute réclamation présentée et répertoriée ou reflétée dans les annexes quant à la nature, au montant, à la priorité, à la responsabilité, à la classification ou autre; (b) de désigner par la suite toute réclamation comme contestée, éventuelle ou non liquidée; et c) de réviser, modifier ou compléter les annexes. Rien dans la présente ordonnance de date de tombée ne doit empêcher les débiteurs de s'opposer pour tout motif à toute réclamation programmée présentée.

### **INFORMATIONS SUPPLÉMENTAIRES**

Une copie de l'ordonnance de date de tombée, de l'avis date de tombée, du ou des Formulaires de preuve de réclamation et des annexes est accessible sans frais en communiquant par écrit avec l'agent chargé des réclamations et notifications à l'adresse Endo International plc Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232, ou en ligne à <https://restructuring.ra.kroll.com/endo>, en cliquant sur l'onglet « Submit a Claim » (Envoyer une réclamation). L'ordonnance de date de tombée peut également être consultée sur le site Web du tribunal au [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov), moyennant des frais. Si vous avez des questions sur la présentation ou le traitement des réclamations, vous pouvez communiquer avec l'agent chargé des réclamations et notifications en composant le 877-542-1878 (sans frais), 929-284-1688 (local / international), ou en écrivant au [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com).

**VEUILLEZ NOTER QUE L'AGENT CHARGÉ DES RÉCLAMATIONS ET NOTIFICATIONS NE PEUT NI VOUS FOURNIR DE CONSEILS JURIDIQUES NI VOUS CONSEILLER SUR LE FAIT QUE VOUS DEVEZ PRÉSENTER UNE RÉCLAMATION. LE TITULAIRE D'UNE ÉVENTUELLE RÉCLAMATION CONTRE LES DÉBITEURS DOIT CONSULTER UN AVOCAT AU SUJET DE TOUTE QUESTION QUI N'EST PAS COUVERTE PAR LE PRÉSENT AVIS, PAR EXEMPLE, POUR SAVOIR SI LE TITULAIRE DOIT PRÉSENTER UNE PREUVE DE RÉCLAMATION.**

En date du : [ ] avril 2023

PAR ORDONNANCE DU TRIBUNAL

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

Téléphone : 212-735-3000

Télécopieur : 212-735-2000

*Avocat des débiteurs  
et débiteurs exploitants*

**TRIBUNAL DES FAILLITES DES ÉTATS-UNIS  
DISTRICT SUD DE NEW YORK***En ce qui concerne***ENDO INTERNATIONAL PLC, et al.,****Débiteurs.<sup>1</sup>****Chapitre 11****Affaire n° 22-22549 (JLG)****(administré conjointement)****AVIS DE VENTE, PROCÉDURES DE SOUMISSIONNEMENT, VENTE AUX ENCHÈRES, ET  
AUDIENCE DE VENTE POUR LA VENTE DE LA QUASI-TOTALITÉ DES ACTIFS****VEUILLEZ PRENDRE NOTE DE CE QUI SUIT :**

1. Le 23 novembre 2022, Endo International plc et ses sociétés affiliées débitrices, en tant que débiteurs et débiteurs en possession (collectivement, les « Débiteurs ») dans les affaires susmentionnées du chapitre 11 (les « Affaires du chapitre 11 »), déposé auprès du tribunal des faillites des États-Unis pour le district Sud de New York (le « Tribunal ») la *Requête des débiteurs en vue d'obtenir une ordonnance (I) établissant les procédures d'appel d'offres, de notification, de prise en charge et de cession, (II) approuvant certaines étapes de la transaction, (III) approuvant la vente de la quasi-totalité des actifs des débiteurs, et (IV) accordant une réparation connexe* [Dossier n° 728] (la « Requête de vente »), en vue d'obtenir une ordonnance (l'« Ordonnance sur les procédures de soumissionnement »),<sup>2</sup> entre autres, l'approbation de certaines procédures de soumissionnement (les « Procédures de soumissionnement ») dans le cadre de la vente ou de la vente de la quasi-totalité des actifs des Débiteurs (les « Actifs ») en vertu de l'article 363 du Code des faillites (la « Vente »), y compris certaines dates et échéances du processus de vente.

2. Le 3 avril 2023, le Tribunal a rendu l'ordonnance sur les procédures de soumissionnement [dossier n° 1765].

**Les procédures de soumissionnement prévoient ce qui suit :**

**I. Soumissionnaire-paravent.** Les débiteurs ont l'intention de conclure un contrat d'achat et de vente avec Tensor Limited (l'« Acheteur » ou le « Soumissionnaire-paravent »), sous la forme jointe à la requête de vente en tant que pièce B (la « accord de soumission-paravent », et unetelle offre quiy est consignée, la « Soumission-paravent ») pour la vente des actifs transférés, libres et quittes de tout privilège, charge, réclamation et autres intérêts, en vertu desquels le soumissionnaire-paravent s'est engagé à fournir une contrepartie globale composée de : (i) une

<sup>1</sup> Les quatre derniers chiffres du numéro d'identification fiscale de Debtor Endo International plc sont 3755. En raison du grand nombre de débiteurs dans ces affaires relevant du chapitre 11, une liste complète des entités débitrices et les quatre derniers chiffres de leur numéro d'identification fiscale fédéral ne sont pas fournis dans le présent document. Une liste complète de ces informations peut être obtenue sur le site Web de l'agent de notification et des créances des débiteurs à <https://restructuring.ra.kroll.com/Endo>. a localisation de l'adresse de service des débiteurs aux fins de ces affaires relevant du chapitre 11 est la suivante : 1400 Atwater Drive, Malvern, PA 19355.

<sup>2</sup> Les termes commençant par une majuscule qui ne sont pas définis dans les présentes auront la signification attribuée à ces termes dans la requête de vente ou les Procédures de soumissionnement.

offre de crédit enrèglement intégral de la dette de premier rang avant concurrence; (ii) 5 millions de dollars en espèces au titre de certains actifs transférés non grevés; (iii) le montant de la liquidation; (iv) les montants de la réserve d'honoraires professionnels avant la clôture; et (v) la prise en charge des responsabilités assumées. Conformément à l'ordonnance sur les procédures de soumissionnement, la soumission-paravent est soumise à des offres plus élevées ou meilleures, au résultat de la vente aux enchères et à l'approbation du tribunal.

**II. Description des actifs.** Les débiteurs cherchent à vendre la quasi-totalité de leurs actifs et à céder certains contrats liés à l'exploitation de leurs activités. Les débiteurs sollicitent des soumissions qui sont faites pour : a) la totalité ou la quasi-totalité des actifs des débiteurs; ou b) un ou plusieurs des éléments suivants : (i) un ou plusieurs des secteurs d'activité des débiteurs (y compris ou excluant (1) les actifs CCH et/ou (2) les actifs opioïdes hérités); (iii) tous les actifs CCH; et/ou (iv) tous les actifs d'opioïdes hérités. Bien que les débiteurs encouragent les soumissions sur la totalité ou la quasi-totalité des actifs des débiteurs ou sur les groupes d'actifs spécifiques énoncés ci-dessus, les débiteurs examineront également les offres pour tout actif individuel et les offres pour tout recouvrement d'actifs inférieur à la totalité ou à la quasi-totalité des actifs des débiteurs.

### III. Dates et échéances importantes

3. **Date limite des manifestations d'intérêt.** Tous les soumissionnaires potentiels doivent soumettre en temps opportun au banquier d'investissement des débiteurs, PJT Partners LP, une manifestation d'intérêt non contraignante (une « Manifestation d'intérêt ») acceptable pour les débiteurs, en consultation avec les parties à la consultation. La date limite pour que les soumissionnaires potentiels soumettent une manifestation d'intérêt est fixée au : **13 juin 2023 à 16 h 00 (heure de l'Est en vigueur)**<sup>3</sup> (la « Date limite de manifestation d'intérêt »).

4. **Date limite des soumissions.** Si les débiteurs ne choisissent pas de faire un choix d'accélération de la vente, tout soumissionnaire potentiel doit soumettre une offre admissible par écrit aux parties à l'avis de soumission avant la date limite de soumission, fixée à **16 h 00 (heure de l'Est en vigueur) le 8 août 2023**.

5. **Date limite d'opposition à la vente.** Les parties doivent déposer toute opposition à la vente proposée (ces oppositions en tant que les « Oppositions à la vente ») au tribunal et signifier ces oppositions aux destinataires de l'opposition (tels que définis ci-dessous) au plus tard à **16 h 00 (heure de l'Est) le 7 juillet 2023** (la « Date limite d'opposition à la vente »). **En recevant cet avis de vente, vous êtes soumis à la date limite d'opposition à la vente telle que divulguée dans les présentes, à moins qu'elle ne soit prolongée par les débiteurs ou le tribunal. Veuillez noter qu'une opposition ne sera pas considérée comme ayant été déposée dans les délais à moins que trois copies papier de l'opposition, accompagnées de pièces, ne soient également remises au tribunal avant la date limite applicable pour l'opposition, la réponse ou la jonction.**

6. **Vente aux enchères.** Si les Débiteurs procèdent à une Vente aux enchères, la Vente aux enchères aura lieu dans les bureaux de Skadden, Arps, Slate Meagher & Flom LLP, One Manhattan West, New York, New York 10001 le **15 août 2023 à 10 h 00 (heure de l'Est)**, ou à tout autre moment et lieu (y compris par vidéo à distance) désignés par les Débiteurs. Si les Débiteurs organisent la vente aux enchères, ils devront, dès que cela sera raisonnablement possible après avoir sélectionné la ou les offres retenues, déposer (mais ne pas signifier) et publier sur le site Web de l'affaire un avis des résultats de la vente aux enchères (cet avis, l'« Avis des résultats de la vente aux enchères »). Si un soumissionnaire retenu à la vente aux enchères n'est pas le soumissionnaire-paravent les oppositions portent uniquement sur : (a) l'identité du ou des soumissionnaires retenus, ce qui, pour éviter toute ambiguïté, comprend des oppositions relatives à la question de savoir si le ou les soumissionnaires retenus prévoient l'établissement d'une fiducie (ou de fiducies) ou d'une autre contrepartie au profit des

<sup>3</sup> Toutes les dates spécifiées dans le présent document sont sujettes à modification.

plaignants d'opioïdes ou d'autres moyens de traiter les plaintes relatives aux opioïdes contre les débiteurs, (b) les modifications apportées à l'accord sur la soumission-paravent, (c) la tenue de la vente aux enchères, et (d) l'assurance adéquate des performances futures (chaque opposition constituant une « Opposition limitée ») doivent être déposées auprès du tribunal et signifiées aux destinataires de l'opposition afin d'être reçues avant **12 h 00 (heure de l'Est en vigueur) le 22 août 2023**. L'avis de résultats des enchères établira la date limite et les procédures précises pour le dépôt de telles oppositions en réponse à l'avis de résultats des enchères.

7. **Audience de vente.** À moins qu'elle ne soit accélérée lors d'un choix d'accélération de la vente (tel que défini dans les procédures de soumissionnement) effectué par les débiteurs, l'audience de vente aura lieu devant l'honorable James L. Garrity, Jr., **le 31 août 2023 à 11 h 00 (heure de l'Est)** au tribunal des faillites des États-Unis pour le district Sud de New York, One Bowling Green, New York, New York 10004-1408, dans un format hybride (*c.-à-d.*, en présentiel et « en direct » via Zoom pour le gouvernement).

#### **IV. Procédures d'oppositions à la vente**

8. Les oppositions à la vente doivent être (a) faites par écrit; (b) se conformer au Code des faillites, aux Règles fédérales de procédure de faillite et aux Règles locales de faillite pour le district Sud de New York; (c) en précisent les bases juridiques et factuelles; (d) inclure toute documentation appropriée à l'appui de celles-ci; et (f) être déposées auprès du tribunal et signifiées aux parties suivantes (les « Destinataires de l'opposition ») avant la date limite d'opposition à la vente : (i) les débiteurs, a/s Endo International plc, 1400 Atwater Drive Malvern, PA 19355 60179 (à l'attention de : Matthew Maletta (Maletta.Matthew@endo.com) et Brian Morrissey (Morrissey.Brian@endo.com)); (ii) les avocats des débiteurs, Skadden, Arps, Slate Meagher & Flom LLP, One Manhattan West, New York, New York 10001 (à l'attention de : Paul D. Leake (Paul.Leake@skadden.com), Lisa Laukitis (Lisa.Laukitis@skadden.com), Shana A. Elberg (Shana.Elberg@skadden.com) et Elizabeth Downing (Elizabeth.Downing@skadden.com)); (iii) toutes les personnes et entités figurant sur la liste maîtresse des services (qui peut être obtenue sur le site Web des dossiers des débiteurs à l'adresse <https://restructuring.ra.kroll.com/endo/>); et (iv) le conseil du soumissionnaire-paravent, Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, New York 10166 (à l'attention de : Scott Greenberg (SGreenberg@gibsondunn.com), Michael J. Cohen (MCohen@gibsondunn.com) et Joshua K. Brody (JBrody@gibsondunn.com)).

9. Toute partie, qui omet de déposer auprès du tribunal et de signifier aux destinataires de l'opposition une opposition à la vente avant la date limite d'opposition à la vente applicable, peut se voir interdire de faire à nouveau valoir, lors de l'audience de vente ou de l'audience de vente accélérée, selon le cas, ou par la suite, toute opposition à la réparation demandée dans la requête en vente, ou à la réalisation et à l'exécution de la vente envisagée par l'accord de soumission-paravent, ou l'accord d'achat et de vente avec un soumissionnaire libre de tous privilèges, réclamations, intérêts et charges conformément à l'article 363(f) du Code des faillites.

**V. Informations complémentaires.** Le présent avis de vente et toute audience de vente sont assujettis aux modalités plus complètes de la motion de vente, de l'ordonnance sur les procédures de soumissionnement et les procédures d'appel d'offres, chacune d'entre elles prévaudra, le cas échéant, en cas de conflit. Les débiteurs encouragent les parties intéressées à examiner ces documents dans leur intégralité. Des copies de la motion de vente, de l'ordonnance sur les procédures de soumissionnement, des procédures d'appel d'offres et de l'avis de vente peuvent être obtenues à l'adresse suivante : <https://restructuring.ra.kroll.com/Endo>.

En date du : 3 avril 2023  
New York  
(New York)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Par : /s/ Paul D. Leake  
Paul D. Leake  
Lisa Laukitis  
Shana A. Elberg  
Evan A. Hill  
One Manhattan Ouest  
New York, New York 10001  
Téléphone : (212) 735-3000  
Télécopieur : (212) 735-2000

*Conseil des débiteurs et débiteurs en possession*

*En ce qui concerne Endo International plc, et coll., no 22-22549 (JLG)*

**Lettre aux réclamants au sujet des opioïdes concernant : les résolutions relatives aux opioïdes, la documentation sur la date de tombée et les cas du chapitre 11 concernant Endo**

Nous sommes le conseiller juridique spécial du Comité officiel des réclamants au sujet des opioïdes (l'« OCC ») dans les cas de faillite du chapitre 11 (les « cas du chapitre 11 ») concernant Endo et ses débiteurs affiliés du chapitre 11 (collectivement, « Endo »). Au début des cas du chapitre 11, l'OCC a été désigné comme représentant fiduciaire pour les intérêts de tous les titulaires de réclamations découlant de dommages subis en raison des produits opioïdes et des pratiques d'Endo (collectivement les « réclamations concernant les opioïdes »). Nous écrivons cette lettre pour vous informer au sujet de renseignements concernant certains de vos droits dans les cas liés à la faillite d'Endo.

Si vous voulez présenter une réclamation contre Endo, vous devez remplir la documentation incluse et la retourner selon les directives fournies dans cette documentation. Les particuliers réclamant pour les opioïdes (comme défini ci-dessous) doivent présenter une Preuve de réclamation d'ici la date d'échéance du 7 juillet 2023 (cette date est également appelée « date de tombée »). Si vous négligez de présenter votre Preuve de réclamation en temps opportun et que vous n'obtenez pas le droit de la présenter après la date de tombée, vous ne pourrez probablement recevoir aucun produit des fiducies établies au profit des particuliers réclamant pour les opioïdes.

Endo a décidé de faire une vente aux enchères pour vendre la quasi-totalité de ses biens. Le 3 avril 2023, le tribunal du district Sud de New York (le « tribunal ») a inscrit une ordonnance qui a, entre autres, approuvé certaines procédures de soumission dans le cadre de cette vente aux enchères [ECF no 1765] (l'« Ordonnance sur les procédures de soumission »). En vertu de l'Ordonnance sur les procédures de soumission, Endo a également reçu l'autorisation de conclure une entente avec un acheteur éventuel de la quasi-totalité de ses biens, son « soumissionnaire-paravent » (ou premier) soumissionnaire (le « soumissionnaire-paravent »), qui a accepté d'acheter les biens à un prix déterminé si aucun autre soumissionnaire ne fait une offre.

Le soumissionnaire-paravent est le soumissionnaire gagnant (comme défini dans l'Ordonnance sur les procédures de soumission). Le soumissionnaire en question s'est entendu avec l'OCC (dans le cadre d'une résolution générale qui regroupe plusieurs différends), pour établir une fiducie volontaire (et certaines sous-fiducies volontaires) au profit des « particuliers réclamant pour les opioïdes », c'est à dire les particuliers actuels, (afin d'établir une distinction entre des entités publiques, comme des entités gouvernementales, des écoles publiques ou des tribus faisant valoir des réclamations concernant les opioïdes, pour lesquelles on propose un traitement distinct) (ladite fiducie étant une « fiducie d'intérêt privé pour les opioïdes »). Le soumissionnaire-paravent a accepté de financer la fiducie d'intérêt privé pour les opioïdes pour une somme de

119,2 millions de dollars (les « produits de la fiducie ») dans les deux années suivant la conclusion de la vente. En guise de remise, dans le cadre des conditions de la résolution, le soumissionnaire-paravent a également le droit de financer la fiducie d'intérêt privé pour les opioïdes avant la fin des deux années suivant la conclusion de la vente. Des détails supplémentaires sur la résolution entre le soumissionnaire-paravent et l'OCC sont accessibles sur le site Web établi par l'OCC (le « site Web de l'OCC »), à l'adresse <https://cases.ra.kroll.com/EndoOpioidClaimantInfo/>.

Advenant l'établissement de la fiducie d'intérêt privé pour les opioïdes, les droits permettant à chaque particulier réclamant pour les opioïdes d'obtenir des distributions seront assujettis aux « Protocoles de distribution par fiducie » qui stipulent les critères d'évaluation des réclamations et de distribution aux réclamants en question. Des Protocoles de distribution par fiducie distincts seront établis pour chaque catégorie de particulier réclamant pour les opioïdes, comme, par exemple, les victimes de dommages corporels (y compris les enfants ayant reçu un diagnostic du syndrome d'abstinence néonatale), les payeurs tiers, les hôpitaux et les médecins de salle d'urgence.

Il est important de savoir que, pour être admissible à une participation à la fiducie d'intérêt privé pour les opioïdes et pour recevoir les produits de la fiducie, tout particulier réclamant pour les opioïdes doit : (a) remplir un Formulaire de preuve de réclamation et le retourner avant la date de tombée, comme indiqué et stipulé dans le Formulaire de preuve de réclamation et dans la documentation ci-jointe sur Endo; et (b) en ce qui concerne tout réclamant qui retourne un Formulaire de preuve de réclamation, ledit réclamant doit à la fois (x) choisir volontairement de participer aux produits de la fiducie (y compris, si nécessaire, fournir des documents à l'appui et tout autre document requis par la fiducie d'intérêt privé pour les opioïdes ou pour la sous-fiducie qui s'applique au particulier réclamant pour les opioïdes), en remplissant le « Formulaire de participation » (le « Formulaire de participation ») en ligne ou en le retournant selon les instructions incluses dans le Formulaire de participation et (y) signer un Formulaire de libération volontaire (le « Formulaire de libération ») en ligne ou le retourner selon les instructions du Formulaire de libération. Les Formulaires de participation et les Formulaires de libération sont accessibles pour chaque particulier réclamant pour les opioïdes qui remplit un Formulaire de preuve de réclamation. Si un particulier réclamant pour les opioïdes signe un Formulaire de libération, ledit particulier acceptera de libérer certaines réclamations directes (le cas échéant) contre Endo et ses sociétés affiliées, le soumissionnaire-paravent, certains administrateurs et syndics de fiducie et de sous-fiducie et d'autres parties spécifiées, pour recevoir les produits de la fiducie provenant de la sous-fiducie applicable. La signature du Formulaire de libération ne libérera pas les réclamations contre, entre autres, McKinsey & Company, Inc., Arnold and Porter, LLP, ou l'un ou l'autre des distributeurs, fabricants (autres qu'Endo) ou pharmacies qui ont été nommés fréquemment comme des défendeurs dans l'un ou l'autre des litiges relatifs aux opioïdes à l'échelle de la nation. Il est important de savoir qu'un particulier réclamant pour les opioïdes doit *à la fois* soumettre un Formulaire de participation afin de participer à la fiducie d'intérêt privé pour les opioïdes *et* signer le Formulaire de libération pour être admissible à la réception de tout produit de la fiducie.

Après leur mise au point, les Protocoles de distribution par fiducie, les conventions relatives à la fiducie, les Formulaires de participation et le Formulaire de libération seront rendus disponibles entre autres sur le site Web de l'OCC. Ce site inclut également des informations sur d'autres problèmes concernant les cas du chapitre 11. Comme indiqué ci-dessus, le site Web de l'OCC est accessible à l'adresse <https://cases.ra.kroll.com/EndoOpioidClaimantInfo/>. Le site Web de l'OCC inclura également des informations avant la date de tombée, pour indiquer l'attribution des produits de la fiducie parmi les différentes catégories de particuliers réclamant pour les opioïdes.

Enfin, veuillez noter que le soumissionnaire-paravent ne sera pas nécessairement le soumissionnaire gagnant, et que toute désignation du soumissionnaire-paravent comme soumissionnaire gagnant reste assujettie à l'approbation ultime du tribunal, lors d'une audience future concernant la vente proposée. Si le soumissionnaire-paravent n'est pas le soumissionnaire gagnant, il n'est pas assuré que des fiducies d'intérêt privé pour les opioïdes et d'autres sous fiducies soient établies, ou que les produits de la fiducie (ou toute autre considération) seront mis à disposition des particuliers réclamant pour les opioïdes.

Si vous avez des questions au sujet des informations contenues dans cette lettre, ou sur les cas du chapitre 11, veuillez communiquer avec nous à l'adresse de courriel : [EndoCreditorInfo@akingump.com](mailto:EndoCreditorInfo@akingump.com). Nous vous invitons également à cocher la case de la question six (6) dans votre Formulaire de preuve de réclamation (et d'indiquer votre adresse de courriel ou celle de votre conseiller juridique) ce qui nous permettra de continuer à correspondre par courriel avec vous (ou avec votre conseiller juridique). Cela nous aidera également à vous envoyer (ou à votre conseiller juridique) le Formulaire de participation et le Formulaire de libération en temps opportun, si vous remplissez en temps opportun un Formulaire de preuve de réclamation. Enfin, veuillez noter que l'OCC représente les intérêts de tous les particuliers existants réclamant pour les opioïdes *en tant que groupe*, et que nous ne pouvons pas représenter *sur une base individuelle* un particulier réclamant pour les opioïdes. Merci.

**AKIN GUMP STRAUSS HAUER & FELD LLP**

Arik Preis (apreis@akingump.com)  
Kate Doorley (kdoorley@akingump.com) Theodore  
James Salwen (jsalwen@akingump.com) Brooks  
Barker (bbarker@akingump.com)

**THIS IS EXHIBIT "I"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Apell*

---

Commissioner for Taking Affidavits

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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**SUPPLEMENTAL DECLARATION OF JEANNE C. FINEGAN, APR  
IN CONNECTION WITH SALE MOTION AND BAR DATE MOTION**

Pursuant to 28 U.S.C. § 1746, I, Jeanne C. Finegan, hereby declare as follows under penalty of perjury:

**I. Introduction**

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),<sup>2</sup> an affiliate of Kroll Restructuring Administration LLC (“Kroll”), the court-appointed claims and noticing agent for the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”). Except as otherwise noted, this declaration (the “Supplemental Declaration”) supplements my Prior Declaration and is based upon my personal knowledge of the matters set forth herein, my review of relevant documents, information provided to me by the Debtors and their agents and professionals, including at Skadden, Arps, Slate, Meagher & Flom LLP and Kroll, and my prior experience in bankruptcy and class action noticing. If called and sworn as a witness, I could and would testify competently thereto.

---

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

<sup>2</sup> Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the *Declaration of Jeanne C. Finegan, Apr in Connection with Sale Motion and Bar Date Motion*, filed on November 23, 2022 [Docket No. 732] (the “Prior Declaration”).

2. I submit this Supplemental Declaration to provide the Court and parties in interest with a report on the successful implementation of the Debtors' Notice Plan, described in detail in the Prior Declaration, and implemented in the United States (including U.S. territories), Canada, Australia, France, Ireland, Japan, New Zealand, the Netherlands, Spain, and the United Kingdom (England, Northern Ireland, Scotland, Wales).

3. Indeed, the Media Notice Plan component of the Notice Plan exceeded original audience delivery projections<sup>3</sup> ultimately reaching<sup>4</sup> over an **estimated 95% of adults 18 years of age and older in the United States** with an estimated average frequency of over eight times and an **estimated 90% of Canadian adults 18 years of age and older** with an estimated average frequency of over ten times. Further, as part of the Media Notice Plan, print and social media notice were provided in Australia, France, Ireland, Japan, New Zealand, the Netherlands, Spain, and the United Kingdom.

4. The Debtors and Kroll commenced implementation of the Notice Plan on April 24, 2023. The Notice Plan was completed on June 30, 2023, ultimately providing notice by means of (a) actual, written notice to known and potential Product Claimants as well as other known parties in interest, including distribution of the Sale Notice and Bar Date Notice as outlined in the respective orders approving the Sale Motion and Bar Date Motion (the "Sale Order" and the "Bar Date Order"), respectively, to such parties, (b) distribution of the Simplified Print Notice to various community organizations under the Supplemental Outreach Plan, (b) print media, (c) online

---

<sup>3</sup> As described in the Prior Declaration, the Media Notice Plan was projected to reach in the United States an estimated 90% of all men and women over the age of eighteen with an average frequency of message exposure of four times, and in Canada, the Media Notice Plan was estimated to reach over 80% of all adults over the age of eighteen on average three to four times.

<sup>4</sup> The Federal Judicial Center's guide for notice in class actions suggests that the minimum threshold for adequate notice is 70%. *See Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, FED. JUD. CTR 1, 3 (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>; *see also* Barbara J. Rothstein & Thomas E. Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, FED. JUD. CTR. 27 (3d ed. 2010).

display, (d) internet search terms, (e) social media campaigns, and (f) television advertisements. The Media Notice Plan ultimately served over *three billion impressions*,<sup>5</sup> as detailed in the below chart:

<u>Country</u>	<u>Total Impressions (Approximate) Across All Media Channels</u>
United States (including Territories)	2.3 billion
Canada	432 million
Australia	26.6 million
France	65.8 million
Ireland	25.4 million
Japan	57.4 million
New Zealand	23.4 million
Spain	21.5 million
The Netherlands	35.6 million
United Kingdom	38.1 million

5. As such, the Notice Plan, in my view, accomplished its goal of providing comprehensive notice to known and unknown claimants and parties in interest, specifically to provide notice to known and unknown claimants and parties in interest of the Sale and Bar Dates. The Notice Plan was specifically designed to target potential Product Claimants, in addition to all other potential Claimants.

6. The extensive nature of the program ranks the Debtors’ Notice Plan as one of the largest legal notice programs deployed in chapter 11 cases. Below is a chart comparing the U.S. component of the Media Notice Plan as implemented against other large mass tort chapter 11 cases:

---

<sup>5</sup> An impression is an occurrence of an advertisement, *i.e.*, an opportunity to see a message.

**COMPARABLE NOTICE PROGRAMS OF SIMILAR SCOPE**

<b>Case</b>	<b>Reach</b>	<b>Frequency</b>
<b><i>Endo International Plc,</i> No. 22-22549 (Bankr. S.D.N.Y. 2022)</b>	<b>95%</b>	<b>8x</b>
<i>In re Mallinckrodt plc,</i> No. 20-125522 (Bankr. D. Del. 2020)	91%	6x
<i>In re Paddock Enterprises LLC,</i> No. 20-10028 (Bankr. D. Del. 2020)	87%	3x
<i>In re Purdue Pharma, LLP,</i> No. 19-23649 (Bankr. S.D.N.Y. 2019)	95%	8x
<i>In re PG&amp;E Corp.,</i> No. 19-30088 (Bankr. N.D. Cal. 2019)	95%	8x
<i>In re Imerys Talc America, Inc.,</i> No. 19-10289 (Bankr. D. Del. 2019)	81%	4x

**II. Direct Notice Plan Mail and Supplemental Outreach Plan**

7. On April 24, 2023, Kroll commenced the Direct Mail Notice Plan and the Supplemental Outreach Plan components of the Notice Plan. A description of the implementation of these components of the Notice Plan is provided in the *Affidavit of Service*, filed by my Kroll colleague, Herb Baer, on May 30, 2023 [Docket No. 2128].

**III. Media Notice Plan**

**A. U.S. Media Notice Plan**

8. **Overview.** As described in the Finegan Declaration, the Debtors’ Media Notice Plan employed a variety of paid media channels to reach unknown Product Claimants for whom direct notice was not available. The following chart sets forth the paid media channels actually used in the U.S. portion of the Media Notice Plan and notes, where applicable, any deviations from the Media Notice Plan as originally described in the Prior Declaration:

**U.S. Media Notice Plan Channels**

<b>MEDIA TYPE</b>	<b>DESCRIPTION</b>
<b>TELEVISION</b>	Broadcast Networks – ABC, NBC, CBS, Univision
	Cable TV – CNN, FOX, A&E, History, Lifetime, BET, HGTV, Discovery, Hallmark
<b>PRINT</b>	National Newspaper – <i>Wall Street Journal</i>
	Local Newspapers – Eleven States
	Tribal Newspapers <sup>6</sup>
	Magazine – <i>Men’s Health</i> <sup>7</sup> , <i>People</i> , <i>Sports Illustrated</i> , <i>Prison News</i> , <i>Criminal Legal News</i>
<b>ONLINE</b>	Display – Cross Device: Desktop, Mobile, Tablet
<b>SEARCH</b>	Google
<b>SOCIAL MEDIA</b>	Facebook/Instagram
	YouTube
	Twitter
<b>TERRITORY</b>	Newspaper
	Digital/Social Media
<b>TRADE PUBLICATION</b> <sup>8</sup>	<i>Addiction Professional</i> , <i>Pharmacy Times</i>
<b>TRIBAL</b> <sup>9</sup>	Newspaper
	Online Display/Social
<b>EARNED MEDIA</b>	Press Releases in the United States and Territories
<b>CREATIVE &amp; MESSAGING</b>	Multiple Languages
	Multiple Creatives Per Target Audience
	Cultural and Demographic
<b>RESPONSE HUBS</b>	Informational Website
	Toll-free Telephone Support
	Live Operators/Languages: English, Spanish, French

<sup>6</sup> All publishers maintain the right to accept or decline advertising. For this Media Notice Plan the following Tribal newspaper publishers declined to publish the Summary Notice: *Grand Traverse Band News*, *Kalihwisaks News*, *Poarch Creek News*. Additionally, Kroll Media was informed that the following newspapers had ceased publishing: *NIMIIPUU*, *Council Fires*, *Gah’nahvah/Ya Ti’*. Three other newspapers did not respond to Kroll Media’s requests: *Kukadze’eta Towncrier*, *Tohono O’odham Nation Runner*, *Wiikwedong*, *Dazhi-Ojibwe*. However, Tribal newspaper readers in these markets received multiple layers of media including social, online, broadcast and cable television.

<sup>7</sup> The print version of *Men’s Health* published a double issue during the notice period and the on-sale dates were outside of notice period. To maintain this audience, the Media Notice Plan placed ads on Men’s Health.com.

<sup>8</sup> As referenced in paragraph 21 below, *Treatment Magazine* was placed on “hiatus” as of December 2022.

<sup>9</sup> Tribal Radio was removed from the Media Notice Plan due to difficulties fitting all required information into a 60-second radio commercial timeslot. Accordingly, the Media Notice Plan was optimized and adjusted to include additional Tribal focused social media.

9. **Network Broadcast Television.** The Media Notice Plan included 144 airings of a 60-second commercial on ABC, NBC, CBS, and Univision. Attached as **Exhibit A** are screenshots of the commercial as it aired. Commercials aired across multiple dayparts and in programming including: (i) *Good Morning America, The View, The Wonder Years, World News Tonight with David Muir, and Jimmy Kimmel Live!* on ABC; (ii) *CBS Mornings, The Talk, NCIS, Evening News with Nora O’Donnell, The Late Show with Stephen Colbert, and the Late Late Show with James Corden* on CBS; (iii) *The Today Show, Law & Order: SVU, Nightly News with Lester Holt, The Tonight Show with Jimmy Fallon, and Late Night Seth Meyers* on NBC; (iv) *¡Despierta América!, Aquí y Ahora, and Noticiero Univision* (Spanish).

10. **Cable Television.** The same 60-second commercial also aired 466 times across nationwide cable television networks, including CNN, Fox News, A&E, History, Lifetime, HGTV, Discovery, BET, and Hallmark. Commercials aired across multiple dayparts and in programming including: *Biography, Black-ish, Tyler Perry’s House of Payne, Anderson Cooper 360, CNN Tonight, Deadliest Catch, Fox & Friends, Fox News Live, Golden Girls, House Hunters, Modern Marvels, and Castle.*

11. **Social Media.** Ads on social media were behaviorally, contextually, and geographically targeted across the following categories in English and Spanish:

BEHAVIORAL & CONTEXTUAL TARGETING	PAGES & GROUPS
Recovery	441
Native American	342
Coal Miners	195
Homeless	202
Rehab	212
Veterans	1,183
Mothers	303
Hispanic	1,046
NAS	117
Acid Reflex	94

BEHAVIORAL & CONTEXTUAL TARGETING	PAGES & GROUPS
Pelvic Prolapse	98
Ranitidine	36

GEOGRAPHICAL TARGETING		PAGES & GROUPS
U.S. Territories	Puerto Rico	87
	Guam	31
	U.S. Virgin Islands	26
	Samoa	31
	Northern Mariana Islands	17

12. On Facebook and Instagram,<sup>10</sup> “pages” are public profiles created for community groups, causes, and other organizations. On Facebook, “groups” are for people who share common interests. On Facebook and Instagram, ads were served to people nationwide with varying creative tactics aimed to appeal to different demographics.

13. Twitter users put hashtags in their tweets to categorize them in a way that makes it easy for other users to find tweets about a specific topic. On Twitter, Kroll Media targeted people who have “tweeted” (*i.e.*, posted) or interacted with posts about opioid addiction, ranitidine or transvaginal mesh using hashtags including, among others, *#recoverymovement*, *#percocet*, *#endocet*, *#opioids*, *#opioidcrisis*, *#abuse*, *#rehab*, *#recovery*, *#pain*, *#addictiontreatment*, *#hydrocodone*, *#Zantac*, *#ranitidine*, *#pelvicprolapse*, *#transvaginalmesh*, among others.

14. YouTube display ads were targeted to users who watched, liked, shared, or commented on videos related to opioids, addiction, rehab, recovery, acid reflux, or pelvic prolapse.

15. **Online Banner Notice (Non-Social Media).** The Media Notice Plan’s online noticing efforts featured banner ads in English and Spanish using a variety of tactics to ensure quality placements. Varying creative styles were used to appeal to people of different demographics based

---

<sup>10</sup> Meta, *i.e.*, Facebook and Instagram also automatically translates advertising into over 200 languages based on the language setting on a user’s device.

on research data relating to online usage by the Media Notice Plan's target audience. Moreover, online display ads appeared across multiple devices including desktop, tablet, and mobile devices. Multiple layers of ad fraud detection were used to reduce the risk of appearing on spoofed, fake, or offensive websites with counterfeit ad fraud inventory and fake audience profiles.

16. The online banner provided information for visitors to self-identify as potential Product Claimants, where they may "click" on the banner and then link directly to the website [www.endoclaims.com](http://www.endoclaims.com), which contains information regarding the Sale process and the Bar Dates, instructions on how to file a claim, and downloadable copies of all of the relevant materials.

17. In addition to the above-targeted banner placement, online banner ads were served on Native American and Alaskan Native focused websites, including [Powows.com](http://Powows.com) and [Indiancountrytoday.com](http://Indiancountrytoday.com).

18. **Internet Search Terms.** The Media Notice Plan employed Google keyword search terms. Representative key terms included topics such as *opioids, drug treatment, drug overdose, drug addiction, addiction therapy, treatment centers, pelvic prolapse and stomach acid, and gastrointestinal disorders*, among others. When users searched for target phrases and keywords identified for this Media Notice Plan on the search engines, links appeared on the search result pages.

19. **National Newspaper.** The full Sale Notice and Bar Date notice were published contemporaneously as a full page in the April 18, 2023 edition of the *Wall Street Journal*. Attached as **Exhibit B** is proof of such publication.

20. **Nationwide Magazines.** The Simplified Notice (which is a full page black and white summary of the Sale Notice and the Bar Date Notice in plain and concise English), was published in four magazines as follows:

MAGAZINES	LANGUAGE	CIRCULATION	DATE
People	English	2,500,000	5/26/2023
Sports Illustrated	English	1,200,000	5/23/2023
Prison Legal News	English	40,000	May 2023 Issue
Criminal Legal News	English	15,000	June 2023 issue

21. **Trade Publications.** The Simplified Print Notice was published in industry trade publications<sup>11</sup> or trade websites as follows:

PUBLICATIONS	LANGUAGE	CIRCULATION	DATE
Pharmacy Times	English	173,188	May 2023 Issue
Addiction Professional (Online)	English	N/A	5/22/2023 – 6/18/2023

22. **Local Newspapers.** The Simplified Print Notice was published in 78 local newspapers as follows:

NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Ada Evening News	English	3,000	5/20/2023
Advocate: Baton Rouge/New Orleans/Acadiana	English	159,611	5/17/2023
Anniston Star	English	10,566	5/17/2023
Ardmore Daily Ardmoreite	English	2,091	5/17/2023
Ashland Independent	English	5,600	5/17/2023
Barren County Progress	English	6,000	5/18/2023
Baxter Bulletin	English	1,300	5/17/2023
Beattyville Enterprise	English	1,500	5/17/2023
Beckley Register-Herald	English	7,800	5/17/2023
Birmingham News (Digital)	English	N/A	5/17/23-5/24/23

<sup>11</sup> Kroll was informed that *Treatment Magazine* ceased publication as of December 2022.

NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Bluefield Daily Telegraph	English	5,600	5/17/2023
Bowling Green Daily News	English	15,212	5/17/2023
Breathitt Advocate	English	2,500	5/17/2023
Charleston Gazette-Mail	English	22,947	5/17/2023
Chattanooga Times Free Press	English	26,613	5/17/2023
Cincinnati Enquirer/Kentucky Enquirer	English	33,942	5/17/2023
Claiborne Progress	English	2,700	5/17/2023
Clarksburg Exponent-Telegram	English	12,534	5/17/2023
Cleveland Daily Banner	English	8,076	5/20/2023
Columbus Dispatch	English	68,556	5/17/2023
Danville Advocate-Messenger	English	3,523	5/19/2023
Decatur Daily	English	10,500	5/17/2023
Dothan Eagle	English	8,608	5/17/2023
Duncan Banner	English	3,300	5/20/2023
Elizabethtown News-Enterprise	English	8,141	5/17/2023
Elkins Inter-Mountain	English	4,119	5/17/2023
Fairmont Times West Virginian	English	4,300	5/17/2023
Fentress Courier	English	5,403	5/24/2023
Florence Times Daily	English	13,000	5/17/2023
Floyd County Times	English	3,500	5/17/2023
Fort Smith Southwest Times Record	English	9,622	5/17/2023
Gadsden Times	English	3,699	5/17/2023
Grayson County News	English	2,225	5/20/2023
Greeneville Sun	English	8,000	5/17/2023
Hattiesburg American	English	3,025	5/17/2023
Hazard Herald	English	3,400	5/18/2023
Hot Springs Sentinel-Record	English	7,800	5/17/2023
Huntington Herald-Dispatch	English	12,962	5/17/2023
Huntsville Times (Digital)	English	N/A	5/17/23-5/24/23
Johnson City Press	English	21,179	5/17/2023
Johnstown Tribune-Democrat	English	15,362	5/17/2023
Kentucky New Era	English	6,257	5/17/2023
Kingsport Times-News	English	26,025	5/17/2023
Knoxville News Sentinel	English	24,448	5/17/2023
Laconia Daily Sun	English	15,750	5/17/2023

NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Lafayette Daily Advertiser	English	6,704	5/17/2023
Lawton Constitution	English	9,036	5/17/2023
Lexington Herald-Leader	English	34,750	5/17/2023
Louisville Courier Journal	English	31,582	5/17/2023
Manchester Enterprise	English	8,000	5/17/2023
Martins Ferry Times Leader	English	5,200	5/17/2023
Maryville Daily Times	English	12,000	5/17/2023
Memphis Commercial Appeal	English	19,668	5/17/2023
Meridian Star	English	6,991	5/20/2023
Middlesboro Daily News	English	1,700	5/17/2023
Mobile Press-Register (Digital)	English	N/A	5/17/23-5/24/23
Montgomery Advertiser	English	7,989	5/17/2023
Morgantown Dominion Post	English	10,519	5/17/2023
Morristown Citizen Tribune	English	15,120	5/17/2023
Nashua Telegraph	English	26,581	5/21/2023
Nashville Tennessean	English	25,142	5/17/2023
Natchez Democrat	English	3,800	5/17/2023
NE Mississippi Daily Journal	English	14,464	5/17/2023
New Hampshire Union Leader/ Sunday News	English	26,011	5/17/2023
Norman Transcript	English	5,800	5/17/2023
Owensboro Messenger-Inquirer	English	18,337	5/17/2023
Paducah Sun	English	21,888	5/17/2023
Paintsville Herald	English	5,200	5/17/2023
Parkersburg News and Sentinel	English	9,297	5/17/2023
Parsons News Leader	English	3,000	5/17/2023
Pikeville Appalachian News- Express	English	9,000	5/20/2023
Pittsburgh Post-Gazette	English	74,916	5/18/2023
Somerset Commonwealth Journal	English	4,384	5/17/2023
Tulsa World	English	25,333	5/17/2023
Tuscaloosa News	English	11,788	5/17/2023
West Virginia Daily News	English	4,337	5/17/2023
Wilkes-Barre Times-Leader	English	17,732	5/17/2023

23. **Tribal Newspapers.** The Simplified Print Notice was published in 47 tribal publications reaching Native American population as follows:

NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Ak-Chin O'odham Runner	English	2,500	5/5/2023
Bois Forte News	English	3,600	June 2023 issue
Char-Koosta News	English	5,000	5/4/2023
Cherokee One Feather	English	7,500	5/10/2023
Cherokee Phoenix	English	12,000	5/15/2023
Cheyenne & Arapaho Tribal Tribune	English	9,500	5/15/2023
Colville Tribe Tribal Tribune	English	9,000	5/12/2023
Comanche Nation News	English	8,400	June 2023 issue
Confederated Umatilla Journal	English	9,000	June 2023 issue
DeBahJiMon	English	7,500	5/4/2023
Fort Apache Scout	English	4,500	5/5/2023
Gallup Independent	English	16,500	5/10/2023
Gila River Indian News	English	6,800	5/19/2023
Hocak Worak	English	5,000	5/12/2023
HowNiKan	English	15,000	June 2023 issue
Indian Journal	English	5,700	5/11/2023
Indian Time	English	4,500	5/11/2023
Indian Voices	English	9,000	June 2023 issue
Lakota Country Times	English	6,200	5/10/2023
Menominee Nation News	English	9,000	5/22/2023
MHA Times	English	3,500	5/10/2023
Mvskoke Nation News/Muscogee Nation News	English	8,000	5/15/2023
Native Sun	English	7,500	5/10/2023
Navajo Times	English	15,830	5/10/2023
Navajo-Hopi Observer	English	15,000	5/10/2023
O'odham Action News	English	3,800	5/18/2023
Osage News	English	3,800	5/15/2023
Rawhide Press	English	3,500	May 2023 Issue
San Carlos Apache Moccasin	English	6,000	5/10/2023
Seminole Producer	English	5,400	5/10/2023
Seminole Tribune	English	13,000	June 2023 issue

NEWSPAPERS	LANGUAGE	CIRCULATION	DATE
Sho-Ban News	English	2,800	5/4/2023
Sho-Pai News	English	500	May 2023 Issue
Smoke Signals	English	8,500	5/15/2023
Sota Iya Ye Yapi	English	2,500	5/10/2023
Southern Ute Drum	English	3,600	5/5/2023
Spilyay Tymoo	English	4,800	5/3/2023
The Konawa Leader	English	5,500	5/11/2023
The Wewoka Times	English	2,200	5/10/2023
Tribal Observer	English	7,000	June 2023 issue
Turtle Mountain Times	English	4,200	5/8/2023
Two Rivers Tribune	English	1,200	5/9/2023
Ute Bulletin	English	5,000	5/17/2023
Whispering Wind	English	5,000	June 2023 issue
White Mountain Apache Independent	English	10,000	5/12/2023
Win Awenen Nisitotung	English	9,000	June 2023 issue
Wind River News	English	3,000	5/11/2023

24. **U.S. Territories Newspapers.** The Simplified Print Notice was published in newspapers of general circulation in the U.S. territories of Guam, U.S. Virgin Islands, the Northern Mariana Islands, American Samoa, and Puerto Rico as follows:

NEWSPAPER	LANGUAGE	CIRCULATION	DATES
El Nuevo Día	U.S. Spanish	248,000	5/10/2023, 5/24/2023
Pacific Daily News	English	19,357	5/9/2023, 5/22/2023
Primera Hora	U.S. Spanish	186,580	5/10/2023, 5/24/2023
Saipan Tribune	English	7,200	5/9/2023, 5/22/2023
Samoa News	English	6,730	5/10/2023, 5/23/2023
San Juan Daily Star	English	62,000	5/11/2023, 5/25/2023
St. Croix Avis	English	14,000	5/10/2023, 5/23/2023
Virgin Island Daily News	English	18,300	5/11/2023, 5/27/2023

25. The true and correct copy of the Simplified Print Notice that was published in the aforementioned magazines, trade publications, and local, tribal, and U.S. territories newspapers is attached hereto as **Exhibit C**.

26. **Public Relations/Earned Media.** On April 25, 2023, a press release was issued across PR Newswire’s US1 plus Hispanic, PR Newswire newlines to the U.S. territories, and the Native American/First Nations newline. More than 500 news mentions resulted from the issuance of the press release. A copy of the press release and the resulting pickup is attached as **Exhibit D**.

**B. Canadian Media Notice Plan**

27. **Canadian Magazines.** The Simplified Print Notice was published in Canadian magazines, similar to the United States. The Simplified Print Notice was published, in English and French, in four Canadian nationally distributed magazines as follows:

MAGAZINES	LANGUAGE	CIRCULATION	DATE
<i>Canadian Living</i>	English	342,000	5/11/2023
<i>Maclean’s</i>	English	173,000	5/15/2023
<i>Reader’s Digest</i>	English	447,000	5/11/2023
<i>Reader’s Digest</i>	French	87,000	5/11/2023

28. Attached as **Exhibit E** are proofs of such publication.

29. **Canadian Newspapers.** The Simplified Print Notice was published twice in the largest Canadian nationally circulated newspapers as follows:

NEWSPAPER	LANGUAGE	CIRCULATION	DATES
<i>Globe &amp; Mail</i>	English	403,661	5/13/2023, 5/14/2023
<i>National Post</i>	English	186,302	5/13/2023, 5/14/2023
<i>Le Journal de Montreal</i>	French	163,993	5/13/2023, 5/14/2023

30. Attached as **Exhibit F** are proofs of such publication.

31. **Online Display.** Online display advertising in Canada targeted Canadians 18 years of age and older. Targeting considerations were made consistent with those in the United States to appropriately reach relevant demographic clusters. The online advertisements were served in English and French.

32. **Social Media.** Social media advertising in Canada included Facebook, Instagram, and YouTube as follows:

CANADA	LANGUAGE(S)	DATES
YouTube	English & French	4/25/2023 – 6/30/2023
Facebook/Instagram	English & French	4/25/2023 – 6/30/2023

33. Samples of these advertisements are attached as **Exhibit G**.

34. **Press Releases.** The Debtors issued press releases across the Canadian Bilingual General Media Newline in English and French. Attached as **Exhibit H** is a copy of the press release and pick up report.

**C. International Media Notice Plan**

35. International coverage was effectively accomplished through a mix of the top generally circulated newspapers and social media in Australia, France, Ireland, Japan, New Zealand, the Netherlands, Spain, and the United Kingdom (England, Scotland, Northern Ireland and Wales).

36. **International Newspaper.** The Simplified Print Notice was published in international newspapers as follows:

AUSTRALIA	LANGUAGE	CIRCULATION	DATE
Daily Telegraph	English	314,811	05/17/23
Herald Sun	English	339,714	05/16/23
The Advertiser	English	171,818	05/19/23
The West Australian	English	116,066	05/18/23

FRANCE	LANGUAGE	CIRCULATION	DATE
Le Monde	French	353,039	05/23/23
Le Parisien	French	335,784	05/24/23

IRELAND	LANGUAGE	CIRCULATION	DATE
The Irish Times	English	115,000	05/18/23
The Irish Independent	English	128,025	05/17/23

JAPAN	LANGUAGE	CIRCULATION	DATE
Yomiuri Shimbun	Japanese	7,380,396	05/24/23
Asahi Shimbun	Japanese	5,751,459	05/18/23

NEW ZEALAND	LANGUAGE	CIRCULATION	DATE
Dominion Post	English	185,335	05/17/23
New Zealand Herald	English	241,659	05/18/23
Otego Times	English	183,000	05/19/23
The Press	English	145,000	05/19/23

NETHERLANDS	LANGUAGE	CIRCULATION	DATE
De Telegraaf	Dutch	480,613	05/23/23
NRC Handelsblad	Dutch	326,200	05/24/23

SPAIN	LANGUAGE	CIRCULATION	DATE
El Pais	EU Spanish	391,816	05/24/23
La Vanguardia	EU Spanish	313,668	05/24/23

UNITED KINGDOM	LANGUAGE	CIRCULATION	DATES
The Daily Mail	English	1,014,184	05/17/23, 06/15/2023
The Times	English	386,298	05/18/23
Scotland Herald	English	68,901	05/19/23

37. Attached as **Exhibit I** are proofs of such publication.

38. **International Social Media.** International social media advertising included Facebook, Instagram, and YouTube as follows:

AUSTRALIA	LANGUAGE	DATES
YouTube	English	4/25/2023 – 6/30/2023
Facebook/Instagram	English	4/25/2023 – 6/30/2023

FRANCE	LANGUAGE	DATES
YouTube	French	4/25/2023 – 6/30/2023
Facebook/Instagram	French	4/25/2023 – 6/30/2023

IRELAND	LANGUAGE	DATES
YouTube	English	4/25/2023 – 6/30/2023
Facebook/Instagram	English	4/25/2023 – 6/30/2023

JAPAN	LANGUAGE	DATES
YouTube	Japanese	4/25/2023 – 6/30/2023
Facebook/Instagram	Japanese	4/25/2023 – 6/30/2023

NEW ZEALAND	LANGUAGE	DATES
YouTube	English	4/25/2023 – 6/30/2023
Facebook/Instagram	English	4/25/2023 – 6/30/2023

NETHERLANDS	LANGUAGE	DATES
YouTube	Dutch	4/25/2023 – 6/30/2023
Facebook/Instagram	Dutch	4/25/2023 – 6/30/2023

SPAIN	LANGUAGE	DATES
YouTube	EU Spanish	4/25/2023 – 6/30/2023
Facebook/Instagram	EU Spanish	4/25/2023 – 6/30/2023

UNITED KINGDOM	LANGUAGE	DATES
YouTube	English	4/25/2023 – 6/30/2023
Facebook/Instagram	English	4/25/2023 – 6/30/2023

39. Attached as **Exhibit J** are proofs of such publication.

**D. The Product Claimant Dedicated Website**

40. The Debtors, through Kroll, established the Product Claimant Website at www.EndoClaims.com, as described in the Prior Declaration. As of July 25, 2023, approximately 350,000 users have visited EndoClaims.com over more than 393,000 sessions. Attached as **Exhibit K** is a screenshot of the landing page of the Product Claimant Website.

**IV. Conclusion**

41. In my opinion, the robust and comprehensive efforts employed in the Debtors’ Notice Plan reflect a particularly appropriate, highly targeted, efficient, and modern way to provide notice to known and unknown claimants. The Debtors’ Notice Plan was broad and multi-faceted and was designed to reach the target audience in a variety of different ways and was consistent in scope to other similar restructuring matters. The Media Notice Plan component of the Debtors’ Notice Plan

is estimated to have reached over 95% of adults 18 years and older with an estimated average frequency of over eight times nationwide in the United States—an optimal reach and frequency. The Media Notice Plan is estimated to also have reached an estimated 90% of adults 18 years and older with an estimated average frequency of over 10 times nationwide in Canada. Ultimately, when combined with the other methods of notice—including unmeasured methods such as community outreach and the dedicated Product Claimant Website—I believe that the overall effort achieved even greater results.

42. For all of the reasons discussed in this Supplemental Declaration, it is my opinion that the Debtors' Notice Plan effectively and efficiently reached the targeted population.

***[Remainder of Page Intentionally Left Blank]***

I declare under penalty of perjury, under the laws of the United States of America, that  
the foregoing is true and correct.

Dated: July 26, 2023  
Tigard, Oregon

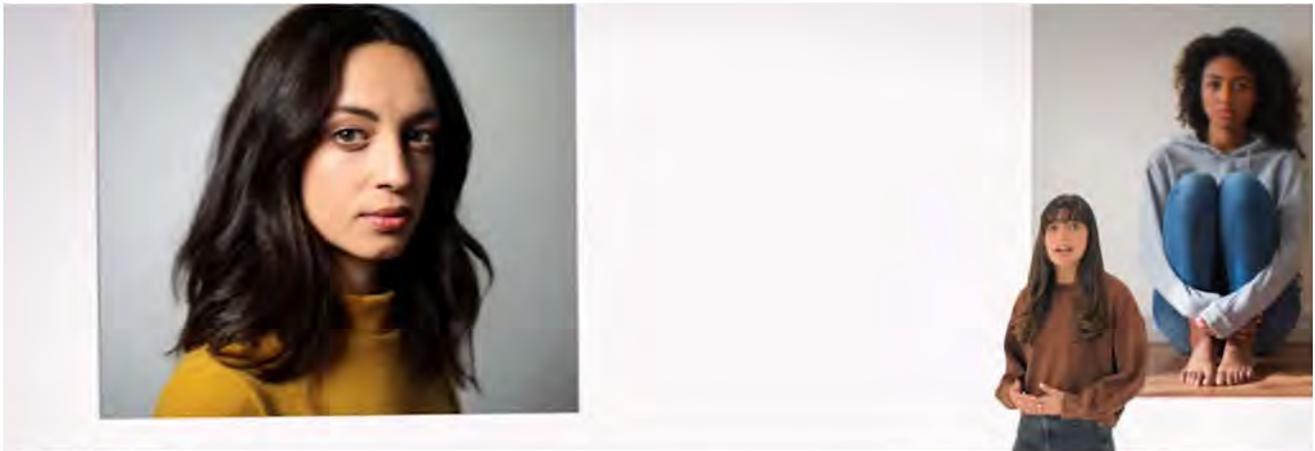
/s/ Jeanne C. Finegan  
Jeanne C. Finegan

### **Exhibit List**

- Exhibit A – Television spot screen shots
- Exhibit B – U.S. National Newspaper (Wall Street Journal)
- Exhibit C – U.S. Simplified Print Notice
- Exhibit D – U.S. Press Release
- Exhibit E – Canadian Magazine
- Exhibit F – Canadian Newspaper
- Exhibit G – Canadian Social Media
- Exhibit H – Canadian Press Release
- Exhibit I – International Newspaper
- Exhibit J – International Social Media
- Exhibit K – Product Claimant Website Screen Shot

# Exhibit A

### ENDO INTERNATIONAL PLC Television Spot Screen Shots



For a more complete list of relevant companies and products manufactured and/or sold by Endo and its related companies, including full prescribing information and **BOXED WARNINGS** for OPANA® (oxymorphone hydrochloride), OPANA® ER (oxymorphone hydrochloride extended release), and PERCOET® (oxycodone and acetaminophen tablets); or to file a confidential personal injury claim (including for substance abuse disorder, neonatal abstinence syndrome, mesh complications, or cancer), visit [www.EndoClaims.com](http://www.EndoClaims.com).



The deadline to file a claim is July 7th, 2023.



For more information visit **EndoClaims.com**  
Toll free number **877-542-1878**  
Paid for by Kroll Restructuring Administration LLC

# Exhibit B



# Exhibit C

LEGAL NOTICE

## **IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PAR OR AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS, RANITIDINE, OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).**

**The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).**

### **WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates manufactured and/or sold, among other things, branded opioid medications (including but not limited to OPANA<sup>®</sup> (oxymorphone hydrochloride), OPANA<sup>®</sup> ER (oxymorphone hydrochloride extended release), and PERCOCET<sup>®</sup> (oxycodone and acetaminophen tablets)), generic opioid medications, generic ranitidine medications, and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

### **WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Par or American Medical Systems (AMS), or their products, including opioids, ranitidine, or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- > **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- > **Ranitidine claims:** Claims for cancer, including bladder, esophageal, pancreatic, stomach, and liver cancer, among others.
- > **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

### **WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

**The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).** If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo and its related companies, including full prescribing information and BOXED WARNINGS for OPANA<sup>®</sup> (oxymorphone hydrochloride), OPANA<sup>®</sup> ER (oxymorphone hydrochloride extended release), and PERCOCET<sup>®</sup> (oxycodone and acetaminophen tablets), and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com](https://www.endoclaims.com) or call **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

### **WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com](https://www.endoclaims.com) or by calling **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

### **IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

**CALL:** 877.542.1878 (Toll-Free)  
929.284.1688 (International)

**VISIT:** [EndoClaims.com](https://www.endoclaims.com)

**EMAIL:** [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

**WRITE:** Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

# Exhibit D

# IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PAR OR AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS, RANITIDINE, OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.

---

NEWS PROVIDED BY

**Kroll Restructuring Administration LLC →**

Apr 25, 2023, 10:27 ET

---

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).**

**The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).**

NEW YORK, April 25, 2023 /PRNewswire/ -- The following is being issued by Kroll Restructuring Administration LLC.

## **WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates manufactured and/or sold, among other things, branded opioid medications (including but not limited to OPANA<sup>®</sup> (oxymorphone hydrochloride), OPANA<sup>®</sup> ER (oxymorphone hydrochloride extended release), and PERCOCET<sup>®</sup> (oxycodone and acetaminophen tablets)), generic opioid medications, generic ranitidine medications, and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

## **WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Par or American Medical Systems (AMS), or their products, including opioids, ranitidine, or

transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- **Ranitidine claims:** Claims for cancer, including bladder, esophageal, pancreatic, stomach, and liver cancer, among others.
- **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

#### **WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

**The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).** If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo and its related companies, including full prescribing information and BOXED WARNINGS for OPANA<sup>®</sup> (oxymorphone hydrochloride), OPANA<sup>®</sup> ER (oxymorphone hydrochloride extended release), and PERCO CET<sup>®</sup> (oxycodone and acetaminophen tablets), and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit **EndoClaims.com** or call **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

#### **WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at **EndoClaims.com** or by calling **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

<b>Call:</b>	877.542.1878 (Toll-Free) 929.284.1688 (International)
<b>Write:</b>	Endo International plc Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Visit:</b>	EndoClaims.com
<b>Email:</b>	EndoInquiries@ra.kroll.com

SOURCE Kroll Restructuring Administration LLC

SI USTED, UN NIÑO BAJO SU CUIDADO U OTRO SER QUERIDO FUE PERJUDICADO POR ENDO O UNA COMPAÑÍA RELACIONADA, COMO PAR O AMS, O POR SUS PRODUCTOS (OPIOIDES, RANITIDINA O MALLA TRANSVAGINAL), SUS DERECHOS PUEDEN VERSE AFECTADOS POR LOS PLAZOS DE LA QUIEBRA DE ENDO. USA - español ▾

---

NEWS PROVIDED BY

**Kroll Restructuring Administration LLC** →

Apr 25, 2023, 10:27 ET

---

**La fecha límite para presentar una reclamación en la quiebra es el 7 de julio de 2023 a las 5:00 p. m. (hora actual en el este).**

**La fecha límite para objetar la venta de Endo es el 7 de julio de 2023 a las 4:00 p. m. (hora actual en el este).**

NUEVA YORK, 25 de abril de 2023 /PRNewswire-HISPANIC PR WIRE/ -- Kroll Restructuring Administration LLC emite lo siguiente.

### **¿DE QUÉ SE TRATA?**

El 16 de agosto de 2022, Endo International plc y algunas de sus filiales se acogieron al capítulo 11 de la Ley de Quiebras en el Tribunal de Quiebras de los Estados Unidos para el Distrito Sur de Nueva York. Algunas filiales de Endo fabricaron o vendieron, entre otras cosas, medicamentos opioides de marca (como OPANA<sup>®</sup> (clorhidrato de oximorfona), OPANA<sup>®</sup> ER (liberación prolongada de clorhidrato de oximorfona) y PERCOCET<sup>®</sup> (tabletas de oxicodona y acetaminofeno)), medicamentos opioides genéricos, medicamentos genéricos de ranitidina y malla transvaginal. **Este aviso tiene como objetivo informarle de sus derechos en esta quiebra en relación con la fecha límite y el proceso de prueba de reclamación, así como la venta propuesta por Endo de básicamente todos sus activos.**

### **¿QUÉ ES UNA RECLAMACIÓN?**

Una "reclamación" refiere al derecho a solicitar un pago u otra indemnización. Si usted, un niño bajo su cuidado u otro ser que fue perjudicado por Endo o una compañía relacionada, como Par o American Medical Systems (AMS), o por sus productos (opioides, ranitidina o malla transvaginal), es posible que tenga derecho a reclamar contra una o más de estas entidades. Para hacer una reclamación, deberá presentar una prueba de reclamación en el caso de quiebra. Puede presentar una reclamación en nombre propio, de un niño bajo su cuidado (incluido un niño expuesto a opioides durante la gestación) o de un familiar fallecido o discapacitado. Algunos ejemplos de reclamaciones que pueden presentarse en la quiebra de Endo son los siguientes:

- **Reclamaciones por opioides:** reclamaciones por muerte, adicción o dependencia, pérdida de salario, pérdida de consorcio o síndrome de abstinencia neonatal (a veces denominado "NAS"), entre otros.
- **Reclamaciones por ranitidina:** reclamaciones por cáncer de vejiga, esófago, páncreas, estómago e hígado, entre otros.
- **Reclamaciones por malla transvaginal:** reclamaciones por dolor, infección o sangrado pélvico, entre otros.

### **¿QUÉ NECESITA SABER SOBRE LA FECHA LÍMITE Y EL PROCESO DE PRUEBA DE RECLAMACIÓN?**

**El plazo máximo para enviar su prueba de reclamación se denomina fecha límite. La fecha límite, o el plazo máximo para presentar su prueba de reclamación, es el 7 de julio de 2023 a las 5:00 p. m. (hora actual del este).** Si no presenta una prueba de reclamación antes de la fecha límite, perderá cualquier derecho que haya tenido para solicitar un pago o indemnización. Debe presentar un formulario de prueba de reclamación que se reciba efectivamente antes de la fecha límite. Usted, un tutor legal, supérstites o familiares de personas que hayan fallecido o estén discapacitadas pueden presentar un formulario de prueba de reclamación. No necesita un abogado para presentar una prueba de reclamación por usted.

Para obtener una lista más completa de las empresas y productos relevantes fabricados o vendidos por Endo y sus compañías relacionadas, incluida la información completa de prescripción y las ADVERTENCIAS en recuadro para OPANA<sup>®</sup> (clorhidrato de oximorfona), OPANA<sup>®</sup> ER (liberación prolongada de clorhidrato de oximorfona) y PERCOCET<sup>®</sup> (tabletas de oxicodona y acetaminofeno), y para obtener más detalles sobre la fecha límite y las instrucciones sobre cómo presentar una reclamación confidencial por lesiones personales, visite **EndoClaims.com** o llame al **877.542.1878 (número gratuito) o al 929.284.1688 (internacional)**.

### **¿QUÉ NECESITA SABER SOBRE LA VENTA?**

Endo pretende vender básicamente todos sus activos en un proceso de subasta y venta en el caso de quiebra y sujeto a la aprobación del Tribunal de Quiebras. **Endo pretende ampararse en que la venta esté totalmente libre de reclamaciones, gravámenes y cargas.**

Si no está de acuerdo con la venta propuesta, debe objetarla por escrito, de manera que su objeción se reciba a más tardar el **7 de julio de 2023 a las 4:00 p. m. (hora actual del este)**. **Cualquier parte interesada que no presente y notifique debidamente su objeción dentro de la fecha límite correspondiente puede perder su derecho a reclamación**

contra los activos de Endo si se aprueba la venta. Es posible que las objeciones no presentadas o notificadas de manera oportuna no sean consideradas por el Tribunal de Quiebras.

Los detalles completos sobre la venta propuesta, incluida cualquier subasta de los activos de Endo, la fecha de la audiencia para considerar la venta y las instrucciones sobre cómo presentar una objeción, están disponibles en **EndoClaims.com** o llamando al **877.542.1878 (línea gratuita) o al 929.284.1688 (internacional)**.

**SI TIENE ALGUNA PREGUNTA O SI DESEA OBTENER INFORMACIÓN ADICIONAL:**

<b>Llame al:</b>	877.542.1878 (línea gratuita) 929.284.1688 (internacional)
<b>Escriba a:</b>	Endo International plc Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Visite:</b>	EndoClaims.com
<b>Correo electrónico:</b>	EndoInquiries@ra.kroll.com

FUENTE Kroll Restructuring Administration LLC

SOURCE Kroll Restructuring Administration LLC

Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	ZonaUtara.com
English	Online	Media & Information	Yahoo! Finance Canada
English	Online	Media & Information	Yahoo! Finance
English	Online	Media & Information	Yahoo! Finance
English	Online	Media & Information	WYTV-TV ABC-33 [Youngstown, OH]
English	Online	Media & Information	WYMT-TV [Hazard, KY ]
English	Online	Media & Information	WXIX-TV FOX-19 [Cincinnati, OH]
English	Online	Media & Information	WXIN-TV FOX-59 [Indianapolis, IN]
English	Online	Media & Information	WWTI-TV ABC-50 [Watertown, NY]
English	Online	Media & Information	WWSB-TV ABC-7 [Sarasota, FL]
English	Online	Media & Information	WWNY-TV [Watertown, NY]
English	Online	Media & Information	WWLP-TV NBC-22 [Springfield, MA]
English	Online	Media & Information	WWBT-TV NBC-12 [Richmond, VA]
English	Online	Media & Information	WVVA NBC-6 [Bluefield, WV]
English	Online	Media & Information	WVUE-TV FOX-8 [New Orleans, LA]
English	Online	Media & Information	WVNS [Beckley, WV]
English	Online	Media & Information	WVLT-TV [Knoxville, TN]
English	Online	Media & Information	WVLA [Baton Rouge, LA]
English	Online	Media & Information	WVIR-TVNBC-29 [Charlottesville, VA]
English	Online	Media & Information	WTWO-TV NBC-2/WAWV-TV ABC-38 MyWabashValley [Terre Haute IN]
English	Online	Media & Information	WTWO-TV NBC-2/WAWV-TV ABC-38 MyWabashValley [Terre Haute IN]
English	Online	Media & Information	WTVY-TV [Dothan, AL]
English	Online	Media & Information	WTVM-TV [Columbus, GA]
English	Online	Media & Information	WTVG-TV ABC-13 [Toledo, OH]
English	Online	Media & Information	WTTV [Indianapolis, IN]
English	Online	Media & Information	WTRF [Wheeling, WV]
English	Online	Media & Information	WTOK-TV [Meridian, MS]
English	Online	Media & Information	WTOC-TV [Savannah, GA]
English	Online	Media & Information	WTNH [New Haven, CT]
English	Online	Media & Information	WTEN/ WXXA-TV [Albany, NY]
English	Online	Media & Information	WTAP-TV [Parkersburg, WV]
English	Online	Media & Information	WTAJ [Altoona, PA]
English	Online	Media & Information	WSYR-TV ABC-9 NewsChannel [Syracuse, NY]
English	Online	Media & Information	WSPA/WYCW [Spartanburg, SC]
English	Online	Media & Information	WSMV-TV NBC 4 [Nashville, TN]
English	Online	Media & Information	WSFA-TV [Montgomery, AL ]
English	Online	Media & Information	WSAZ-TV [Huntington, WV]
English	Online	Media & Information	WSAW-TV [Wausau, WI]
English	Online	Media & Information	WSAV [Savannah, GA]
English	Online	Media & Information	WROC/WUHF/WZDX [Rochester, NY]
English	Online	Media & Information	WRIC [Richmond, VA]
English	Online	Media & Information	WREG [Memphis, TN]
English	Online	Media & Information	WRDW-TV [Augusta, GA ]
English	Online	Media & Information	WRBL [Columbus, GA]
English	Online	Media & Information	WQRF/WTVO [Rockford, IL]
English	Online	Media & Information	WPTA-TV Fort Wayne's NBC [Fort Wayne, IN]
English	Online	Media & Information	WPRI/WNAC [Providence, RI]
English	Online	Media & Information	WPIX-TV CW-11 [New York, NY]
English	Online	Media & Information	WPHL [Philadelphia, PA]
English	Online	Media & Information	WOWT-TV [Omaha, NE]
English	Online	Media & Information	WOWK-TV CBS-13 [Charleston, WV]
English	Online	Media & Information	WorkSmart Asia
English	Online	Media & Information	WOOD [Grand Rapids, MI]
English	Online	Media & Information	WOIO-TV CBS-19 [Cleveland, OH]
English	Online	Media & Information	WNTZ [Alexandria, LA]
English	Online	Media & Information	WNEM-TV CBS-5 [Saginaw, MI]
English	Online	Media & Information	WNDU-TV [South Bend, IN]
English	Online	Media & Information	WNCT [Greenville, NC]
English	Online	Media & Information	WNCN [Raleigh, NC]
English	Online	Media & Information	WNC Business
English	Online	Media & Information	WMTV-TV NBC-15 [Madison, WI]
English	Online	Media & Information	WMC-TV Action News 5 [Memphis, TN]
English	Online	Media & Information	WMBF-TV [Myrtle Beach, SC]
English	Online	Media & Information	WMBD-TV CBS 31 / WYZZ-TV FOX 43 [Peoria, IL]
English	Online	Media & Information	WMBB-TV ABC-13 [Panama City, FL]
English	Online	Media & Information	WLUC-TV [Negaunee, MI]
English	Online	Media & Information	WLOX-TV [Biloxi, MS]
English	Online	Media & Information	WLNS-TV CBS-6 [Lansing, MI]

Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	WLBT-TV [Jackson, MS]
English	Online	Media & Information	WLAX-TV FOX 28/45 [La Crosse, WI]
English	Online	Media & Information	WKYT-TV [Lexington, KY]
English	Online	Media & Information	WKRN [Nashville, TN]
English	Online	Media & Information	WKRK [Mobile, AL]
English	Online	Media & Information	WKBN-TV CBS-27 [Youngstown, OH]
English	Online	Media & Information	WJZY-TV FOX-46 [Charlotte, NC]
English	Online	Media & Information	WJW-TV FOX-8 [Cleveland, OH]
English	Online	Media & Information	WJTV-TV CBS-12 [Jackson, MS]
English	Online	Media & Information	WJMN-TV CBS 3 [Escanaba, WI]
English	Online	Media & Information	WJHL-TV/ABC Tri-Cities [Johnson City, TN]
English	Online	Media & Information	WJHG-TV [Panama City Beach, FL]
English	Online	Media & Information	WJET-TV ABC-24 / WFXP-TV FOX-44 [Erie, PA]
English	Online	Media & Information	WJBF [Augusta, GA]
English	Online	Media & Information	WIVB [Buffalo, NY]
English	Online	Media & Information	WITN-TV [Greenville, NC]
English	Online	Media & Information	WISTV-TV [Columbia, SC]
English	Online	Media & Information	Windsor Weekly
English	Online	Media & Information	Winchester Sun
English	Online	Media & Information	WILX-TV [Lansing, MI]
English	Online	Media & Information	WIFR-TV [Rockford, IL]
English	Online	Media & Information	WIBW-TV [Topeka, KS]
English	Online	Media & Information	WIAT [Birmingham, AL]
English	Online	Media & Information	WHTM [Harrisburg, PA]
English	Online	Media & Information	WHSV-TV [Harrisonburg, VA]
English	Online	Media & Information	WHO-TV NBC-13 [Des Moines, IA]
English	Online	Media & Information	WHNT [Huntsville, AL]
English	Online	Media & Information	WHNS-TV FOX [Greenville, SC]
English	Online	Media & Information	WGNO [New Orleans, LA]
English	Online	Media & Information	WGN [Chicago, IL]
English	Online	Media & Information	WGHP [Greensboro, NC]
English	Online	Media & Information	WGGB-TV FOX-6 / ABC-40 / CBS-3 [Springfield, MA]
English	Online	Media & Information	WGEM-TV NBC-10 [Quincy, IL]
English	Online	Media & Information	WGCL-TV CBS 46 [Atlanta, GA]
English	Online	Media & Information	WFXR [Roanoke, VA]
English	Online	Media & Information	WFSB-TV CBS-3 [Hartford, CT]
English	Online	Media & Information	WFRV [Green Bay, WI]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFLA [Tampa, FL]
English	Online	Media & Information	WFIE-TV NBC-14 [Evansville, IN]
English	Online	Media & Information	WFFF-TV FOX 44 / WVNY-TV ABC-22 [Colchester, VT]
English	Online	Media & Information	WETM-TV NBC-18 [Elmira, NY]
English	Online	Media & Information	West Valley City Journal
English	Online	Media & Information	West Jordan Journal
English	Online	Media & Information	WEHT/WTWV [Evansville, IN]
English	Online	Travel & Leisure	Weekender
English	Online	Media & Information	WEEK-TV 25 News Now [East Peoria, IL]
English	Online	Media & Information	WECT-TV [Wilmington, NC]
English	Online	Media & Information	WEAU-TV [Eau Claire, WI]
English	Online	Media & Information	WDVM-TV IND-25 [Washington, DC]
English	Online	Media & Information	WDTV-TV [Bridgeport, WV]
English	Online	Media & Information	WDTN/WBDT [Dayton, OH]
English	Online	Media & Information	WDKY-TV FOX-56 [Lexington, KY]
English	Online	Media & Information	WDHN-TV ABC [Webb, AL]
English	Online	Media & Information	WDBJ7-TV [Roanoke, VA]
English	Online	Media & Information	WDAM-TV [Moselle, MS]
English	Online	Media & Information	WDAF [Kansas City, MO]
English	Online	Media & Information	WCTV-TV [Tallahassee, FL]
English	Online	Media & Information	WCSC-TV CBS-5 [Charleston, SC]
English	Online	Media & Information	WCMH [Columbus, OH]
English	Online	Media & Information	WCJB-TV [Gainesville, FL]
English	Online	Media & Information	WCIA-TV CBS 3 [Champaign, IL]
English	Online	Media & Information	WCBD-TV NBC-2 [Charleston, SC]

Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	WCAX-TV [South Burlington, VT]
English	Online	Media & Information	WBTW [Myrtle Beach, SC]
English	Online	Media & Information	WBTW-TV [Charlotte, NC]
English	Online	Media & Information	WBRE/WYOU [Wilkes-Barre, PA]
English	Online	Media & Information	WBRC-TV [Birmingham, AL]
English	Online	Media & Information	WBOY [Clarksburg, WV]
English	Online	Media & Information	WBNG-TV NEWS 12 [Binghamton, NY]
English	Online	Media & Information	WBKO-TV [Bowling Green, KY]
English	Online	Media & Information	WBGH/WIVT [Binghamton, NY]
English	Online	Media & Information	WBAY-TV [Green Bay, WI]
English	Online	Media & Information	WAVY-TV NBC-10 [Portsmouth, VA]
English	Online	Media & Information	WAVE-TV [Louisville, KY]
English	Online	Media & Information	WATE [Knoxville, TN]
English	Online	Media & Information	Washington Daily News
English	Online	General	Washington City Paper [Washington, DC]
English	Online	Media & Information	WANE [Fort Wayne, IN]
English	Online	Media & Information	Walnut Creek Magazine
English	Online	Media & Information	WALB-TV [Albany, GA]
English	Online	Media & Information	WALA-TV FOX 10 [Mobile, AB]
English	Online	Media & Information	WAGM-TV [Presque Isle, ME]
English	Online	Media & Information	WAFF-TV [Huntsville, AL]
English	Online	Media & Information	WAFB-TV [Midland, TX]
English	Online	Media & Information	WABI-TV [Bangor, ME]
English	Online	Tech	Vulcan Post
English	Online	Industrial	VME-Expo
English	Online	Business Services	Vietnam Business Consulting
English	Online	Financial	VC News Network
English	Online	Financial	ValueBuddies
English	Online	Media & Information	Valley Times-News
English	Online	General	User Walls
English	Online	General	USA Times
English	Online	General	US Times Mirror
English	Online	Media & Information	Times of San Diego
English	Online	General	Time Bulletin USA
English	Online	General	Tim hieu Viet Nam
English	Online	Media & Information	The Wetumpka Herald
English	Online	Medical/Healthcare	The Wellness Insider
English	Online	Media & Information	The Vicksburg Post
English	Online	Media & Information	The Tryon Daily Bulletin
English	Online	Media & Information	The Troy Messenger
English	Online	Media & Information	The Tidewater News
English	Online	Media & Information	The Tallassee Tribune
English	Online	Media & Information	The Suffolk News-Herald
English	Online	Media & Information	The State Journal
English	Online	Media & Information	The Stanly News & Press
English	Online	Media & Information	The Selma Times-Journal
English	Online	Media & Information	The Saigon Times
English	Online	Media & Information	The Roanoke Chowan News Herald
English	Online	Media & Information	The Post-Searchlight
English	Online	Media & Information	The Panolian
English	Online	Media & Information	The Oxford Eagle
English	Online	General	The Malaysia Voice
English	Online	Media & Information	The Interior Journal
English	Online	Media & Information	The Greenville Advocate
English	Online	Media & Information	The Farmville Herald
English	Online	Media & Information	The Demopolis Times
English	Online	Media & Information	The Costa Rica News - TCRN
English	Online	Media & Information	The Coastland Times
English	Online	Media & Information	The Clemmons Courier
English	Online	Media & Information	The Clanton Advertiser
English	Online	Financial	The Chief Officer
English	Online	Media & Information	The Charlotte Gazette
English	Online	Media & Information	The Brewton Standard
English	Online	Media & Information	The Bogalusa Daily News
English	Online	Media & Information	The Atmore Advance
English	Online	Media & Information	The Andalusia Star-News
English	Online	Media & Information	The Advocate-Messenger
English	Online	Media & Information	Taylorsville Journal

Language	Media Type	Industry	Outlet Name
English	Online	Financial	T.U.B Investing
English	Online	Financial	T.U.B Investing
English	Online	Media & Information	Sugar House Journal
English	Online	Media & Information	Style Magazine
English	Online	Media & Information	Southwest Daily News
English	Online	Media & Information	South Valley Journal
English	Online	Media & Information	South Jordan Journal
English	Online	General	Society Magazine
English	Online	Media & Information	Smithfield Times
English	Online	Tech	SME Magazine
English	Online	Media & Information	Shelby County Reporter
English	Online	Financial	Seeking Alpha
English	Online	General	Sangri Times
English	Online	General	Sangri Times
English	Online	Media & Information	Sandy Journal
English	Online	Media & Information	Salisbury Post
English	Online	Financial	Saigon Biz (English)
English	Online	Travel & Leisure	Rivers of Living Water Mission - Home Page
English	Online	Travel & Leisure	Rivers of Living Water Mission - Home Page
English	Online	General	Rolf Suey
English	Online	Media & Information	QuadCities WHBF-TV CBS-4 / KLJB-TV FOX-18 [Rock Island, IL]
English	Online	Media & Information	Prentiss Headlight
English	Online	Media & Information	PR Newswire Asia
English	Online	Media & Information	PR Newswire Asia
English	Online	Media & Information	PR Newswire Asia
English	Online	Media & Information	PR Newswire
English	Online	Media & Information	PR Newswire
English	Online	Media & Information	PR Newswire
English	Online	Multicultural & Demographic	Portada-Online.com
English	Online	Media & Information	Port Arthur News
English	Online	Media & Information	Picayune Item
English	Online	Medical/Healthcare	Pharmnews
English	Online	Medical/Healthcare	PharmaOpportunities
English	Online	Media & Information	Pana Journal
English	Online	Media & Information	Orange Leader
English	Online	Media & Information	One News Page Global Edition
English	Online	Media & Information	One News Page Global Edition
English	Online	Media & Information	One News Page Global Edition
English	Online	Media & Information	One Caribbean Television
English	Online	Media & Information	Omaha Magazine
English	Online	Media & Information	Norwood Town News
English	Online	Media & Information	Norfolk & Wrentham News
English	Online	Media & Information	Newswav
English	Online	Media & Information	NewsBlaze US
English	Online	Financial	News Hub Asia
English	Online	Policy & Public Interest	Network Today
English	Online	Media & Information	Natick Town News
English	Online	Media & Information	Natchez Democrat
English	Online	Business Services	MyStarJob
English	Online	Media & Information	Myhighplains
English	Online	Media & Information	Murray Journal
English	Online	Transportation/Logistics	Motoring-Malaysia
English	Online	Financial	Morningstar Hong Kong
English	Online	Financial	Morningstar
English	Online	Media & Information	Millcreek Journal
English	Online	Media & Information	Midvale Journal
English	Online	Media & Information	Middlesboro News
English	Online	Media & Information	Medway & Millis News
English	Online	Medical/Healthcare	MedicinMan
English	Online	Media & Information	MB News
English	Online	Medical/Healthcare	Mazada Pharma Guide
English	Online	Medical/Healthcare	Mazada Pharma Guide
English	Online	Financial	MarketWatch
English	Online	Media & Information	Manhattanweek
English	Online	Media & Information	Manhattanweek
English	Online	Media & Information	Manhattanweek
English	Online	Financial	Malaysia Young Investor
English	Online	General	Mahalsa US

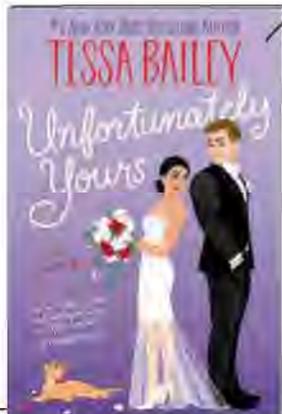
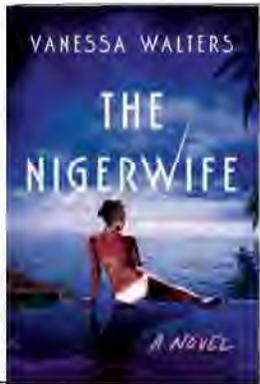
Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	Magnolia State Live
English	Online	Media & Information	MAD Incubator
English	Online	Media & Information	Luverne Journal
English	Online	Media & Information	Lowndes Signal
English	Online	Media & Information	Longview News-Journal [Longview, TX]
English	Online	Media & Information	Leesville Leader
English	Online	Media & Information	Leader Publications
English	Online	Financial	Latin Finance
English	Online	Financial	Latin Finance
English	Online	Financial	Latin Finance
English	Online	Financial	Latin Finance
English	Online	Multicultural & Demographic	Latin Business Today
English	Online	Multicultural & Demographic	Latin Business Today
English	Online	Media & Information	LaGrange Daily News
English	Online	Media & Information	L'Observateur
English	Online	Media & Information	KYOU-TV [Ottumwa, IA]
English	Online	Media & Information	KY3-TV [Springfield, TX]
English	Online	Media & Information	KXRM [Colorado Springs, CO]
English	Online	Media & Information	KXMA/KXMB [Bismark, ND]
English	Online	Media & Information	KXII-TV [Sherman, TX]
English	Online	Media & Information	KXAN-TV NBC-36 [Austin, TX]
English	Online	Media & Information	KWTX-TV [Waco, TX]
English	Online	Media & Information	KWQC-TV [Davenport, IA]
English	Online	Media & Information	KWKT-TV FOX-44 / KYLE-TV MyNetworkTV [Woodway, TX]
English	Online	Media & Information	KWCH-TV [Wichita, KS]
English	Online	Media & Information	KVVU-TV FOX-5 [Las Vegas, NV]
English	Online	Media & Information	KVLY-TV [Fargo, ND]
English	Online	Media & Information	KVEO-TV CBS-4 [Harlingen, TX]
English	Online	Media & Information	KTXL [Sacramento, CA]
English	Online	Media & Information	KTVX [Salt Lake City, UT]
English	Online	Media & Information	KTVK-TV IND-3 [Phoenix, AZ]
English	Online	Media & Information	KTVI-TV FOX-2 [St. Louis, MO]
English	Online	Media & Information	KTVF/KXDF-TV [Fairbanks, AK]
English	Online	Media & Information	KTUU-TV [Anchorage, AK]
English	Online	Media & Information	KTTC NBC-10 [Rochester, MN]
English	Online	Media & Information	KTSM [El Paso, TX]
English	Online	Media & Information	KTRE-TV [Pollok, TX]
English	Online	Media & Information	KTAL [Los Angeles, CA]
English	Online	Media & Information	KTIV-TV NBC-4 [Sioux City, IA]
English	Online	Media & Information	KTAL-TV NBC-6 [Shreveport, LA]
English	Online	Media & Information	KTAB/KRBC [Abilene, TX]
English	Online	Media & Information	KSWO-TV [Lawton, OK]
English	Online	Media & Information	KSWB [San Diego, CA]
English	Online	Media & Information	KSNW [Wichita, KS]
English	Online	Media & Information	KSNT-TV NBC-27 [Topeka, KS]
English	Online	Media & Information	KSNF/KODE [Joplin, MO]
English	Online	Media & Information	KSNB-TV [Hastings, NE]
English	Online	Media & Information	KSLA-TV [Shreveport, LA]
English	Online	Media & Information	KSFY-TV [Sioux Falls, SD]
English	Online	Media & Information	KSEE/KGPE [Fresno, CA]
English	Online	Media & Information	KRQE [Albuquerque, NM]
English	Online	Media & Information	KRON [San Francisco, CA]
English	Online	Media & Information	KREX/KFQX/KGJT [Grand Junction, CO]
English	Online	Media & Information	KPTV-TV FOX-12 [Portland, OR]
English	Online	Media & Information	KPLC-TV [Lake Charles, LA]
English	Online	Media & Information	KOTA-TV [Rapid City, SD]
English	Online	Media & Information	KOSA-TV CBS-7 [Odessa, TX]
English	Online	Media & Information	KOLR/KOZL [Springfield, MO]
English	Online	Media & Information	KOLO-TV [Reno, NV]
English	Online	Media & Information	KOLN-TV [Lincoln, NE]
English	Online	Media & Information	KOLD-TV [Tucson, AZ]
English	Online	Media & Information	KOIN-TV CBS-6 [Portland, OR]
English	Online	Media & Information	KNWA/KFTA [Fayetteville, AR]
English	Online	Media & Information	KNOP-TV [North Platte, NE]
English	Online	Media & Information	KNOE-TV [Monroe, LA]
English	Online	Media & Information	KNEP-TV NBC-4 [Scottsbluff, NE]
English	Online	Media & Information	KMVT-TV News-11 / KSVT-14 FOX [Twin Falls, ID]
English	Online	Media & Information	KMOV-TV CBS-4 [St. Louis, MO]

Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	KMID/KPEJ [Odessa, TX]
English	Online	Media & Information	KLTV-TV [Tyler, TX]
English	Online	Media & Information	KLST/KSAN [San Angelo, TX]
English	Online	Media & Information	KLRT-TV FOX-16 [Little Rock, AR]
English	Online	Media & Information	KLFY [Lafayette, LA]
English	Online	Media & Information	KLAS-TV CBS-8 [Las Vegas, NV]
English	Online	Media & Information	KKTV-TV CBS-11 [Colorado Springs, CO]
English	Online	Media & Information	KKCO-TV NBC-11 [Grand Junction, CO]
English	Online	Media & Information	KJCT-TV ABC-8 [Grand Junction, CO]
English	Online	Media & Information	KIAH [Houston, TX]
English	Online	Media & Information	KHON [Honolulu, HI]
English	Online	Media & Information	KHNL-TV Hawaii News Now [Honolulu, HI]
English	Online	Media & Information	KHMT/KSVI [Billings, MT]
English	Online	Media & Information	KGWN-TV CBS-5 [Cheyenne, WY]
English	Online	Media & Information	KGNS-TV NBC/ABC/Telemundo-8 [Laredo, TX]
English	Online	Media & Information	KGET [Bakersfield, CA]
English	Online	Media & Information	KFYR-TV [Bismarck, ND]
English	Online	Media & Information	KFVS-TV [Cape Girardeau, MO]
English	Online	Media & Information	KFOR [Oklahoma City, OK]
English	Online	Media & Information	KFDX-TV NBC-3 / KJTL-TV FOX-18 [Wichita Falls, TX]
English	Online	Media & Information	KFDA-TV [Amarillo, TX]
English	Online	Media & Information	KEYC-TV [North Mankato, MN]
English	Online	Media & Information	KEVN-TV [Rapid City, SD]
English	Online	Media & Information	KETK-TV FOX-51 [Tyler, TX]
English	Online	Media & Information	Kenbridge Victoria Dispatch
English	Online	Media & Information	KELO [Sioux Falls, SD]
English	Online	Media & Information	KDVR [Denver, CO]
English	Online	Media & Information	KDAF-TV CW-33 [Dallas, TX]
English	Online	Media & Information	KCTV-TV CBS-5 [Kansas City, MO]
English	Online	Media & Information	KCRG-TV ABC-9 [Cedar Rapids, IA]
English	Online	Media & Information	KCBD-TV [Lubbock, TX]
English	Online	Media & Information	KCAU-TV ABC-9 Siouxland Proud [Sioux City, IA]
English	Online	Media & Information	KBTX-TV News 3 [Bryan, TX]
English	Online	Media & Information	KBJR-TV NBC-6 [Duluth, MN]
English	Online	Media & Information	KARK-TV NBC-4 [Little Rock, AR]
English	Online	Media & Information	KARD/KTVE [West Monroe, LA]
English	Online	Media & Information	KAMC/KLBK
English	Online	Media & Information	KALB-TV [Alexandria, LA]
English	Online	Media & Information	KAIT-TV [Jonesboro, AR]
English	Online	Media & Information	Jessamine Journal
English	Online	Tech	IT Biz News
English	Online	Media & Information	Ironton Tribune
English	Online	Financial	Investment Juan-01
English	Online	Medical/Healthcare	Intern Daily
English	Online	Financial	Inside Out
English	Online	General	Industry News
English	Online	Media & Information	IANS [Indo-Asian News Service]
English	Online	Business Services	HR Hub
English	Online	Media & Information	Hopedale Town News
English	Online	Media & Information	Holliston Town News
English	Online	Media & Information	Holladay Journal
English	Online	Multicultural & Demographic	Hola Arkansas!
English	Online	Media & Information	Herriman Journal
English	Online	Medical/Healthcare	HealthEconomics.Com
English	Online	Medical/Healthcare	Healthcare Today
English	Online	Media & Information	Hattiesburg.com
English	Online	Travel & Leisure	Haps Magazine Korea
English	Online	Media & Information	Greenville Business Magazine
English	Online	Multicultural & Demographic	Geovanny Vicente Romero
English	Online	Media & Information	Gates County Index
English	Online	Media & Information	Franklin Town News
English	Online	Financial	Forex 100 Academy
English	Online	Media & Information	Forefront Media News
English	Online	Medical/Healthcare	FDA Reg Watch
English	Online	Retail & Consumer	Fab! Luxe
English	Online	Medical/Healthcare	ExecEdge - Healthcare Edge
English	Online	Medical/Healthcare	Escaping Pleasure Trap
English	Online	Business Services	Entrepreneur Insight

Language	Media Type	Industry	Outlet Name
English	Online	Media & Information	Elizabethton Star
English	Online	Multicultural & Demographic	El Perico
English	Online	Media & Information	Draper Journal
English	Online	Media & Information	Davis Journal
English	Online	Media & Information	Davie County Enterprise Record
English	Online	Media & Information	Daily Leader
English	Online	Multicultural & Demographic	Cuba Journal
English	Online	Media & Information	Cottonwood Heights Journal
English	Online	Media & Information	Cordele Dispatch
English	Online	Media & Information	Connex
English	Online	Media & Information	Columbia Business Monthly
English	Online	Travel & Leisure	Coastal Today Magazine
English	Online	Media & Information	CNYhomepage
English	Online	Media & Information	Claiborne Progress
English	Online	Media & Information	City Journals
English	Online	Media & Information	ChineseWire
English	Online	Media & Information	Chester County Press
English	Online	Travel & Leisure	Cheap Fun Things To Do
English	Online	Financial	CentralCharts
English	Online	Financial	Castle Cove Investments
English	Online	Media & Information	Business Diary Philippines
English	Online	Media & Information	Business Class News
English	Online	Business Services	Business Chief APAC
English	Online	Business Services	Business Chief
English	Online	General	Bravo Filipino
English	Online	Business Services	Branding in Asia
English	Online	Media & Information	Bradfordville Bugle
English	Online	Media & Information	Boreal Community Media
English	Online	Media & Information	Bluegrass Live
English	Online	Financial	Between The Money
English	Online	Financial	Benzinga
English	Online	Financial	Barchart.com
English	Online	Financial	Banking Finance
English	Online	Financial	BambuUP
English	Online	Financial	BambuUP
English	Online	Media & Information	Austin Daily Herald
English	Online	Media & Information	AsiaOne.com
English	Online	Financial	Asia Insurance Review
English	Online	Media & Information	Ashland Town News
English	Online	Financial	ASEAN Briefing
English	Online	Media & Information	Americus Times-Recorder
English	Online	General	American Talk
English	Online	Media & Information	American Press
English	Online	Business Services	Amcham Vietnam
English	Online	Media & Information	Alexander City Outlook
English	Online	Media & Information	Albert Lea Tribune [Albert Lea, MN]
English	Online	Media & Information	Alabama Now
English	Online	Medical/Healthcare	About Pain
English	Online	Medical/Healthcare	About Pain
English	Online	Medical/Healthcare	About Pain
English	Online	Financial	88iv
Spanish	Online	Multicultural & Demographic	Zeta 92.3 FM
Spanish	Online	Multicultural & Demographic	WZZS-FM 106.9 La Número Uno / WTMY-AM 1280 La Número Uno
Spanish	Online	Multicultural & Demographic	WZSP-FM 105.3 La Zeta [Nocatee, FL]
Spanish	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
Spanish	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
Spanish	Online	Multicultural & Demographic	Univision Canada
Spanish	Online	Multicultural & Demographic	Transporte, Logística & Comercio Internacional
Spanish	Online	Multicultural & Demographic	SuperLatina TV
Spanish	Online	Multicultural & Demographic	Show Continental
Spanish	Online	Multicultural & Demographic	Revista MUJERES Internacional
Spanish	Online	General	Quiza Me
Spanish	Online	Multicultural & Demographic	Prensa Mexicana
Spanish	Online	Media & Information	PR Newswire
Spanish	Online	Multicultural & Demographic	Play 96.5 FM
Spanish	Online	Multicultural & Demographic	Nancy Clara
Spanish	Online	Media & Information	Mundiario
Spanish	Online	Media & Information	Mundiario

<b>Language</b>	<b>Media Type</b>	<b>Industry</b>	<b>Outlet Name</b>
Spanish	Online	Multicultural & Demographic	Mi Ciudad Tampa Bay
Spanish	Online	Multicultural & Demographic	Mercadotecnia y Medios
Spanish	Online	Multicultural & Demographic	Mega TV
Spanish	Online	Multicultural & Demographic	Mega 96.3 FM
Spanish	Online	Multicultural & Demographic	Latin Business Hoy
Spanish	Online	Multicultural & Demographic	La Zeta 93.7 FM
Spanish	Online	Multicultural & Demographic	La Voz Hispanic News [Pasco, WA]
Spanish	Online	Multicultural & Demographic	La Raza 97.9 FM
Spanish	Online	Multicultural & Demographic	La Raza 93.3 FM
Spanish	Online	Multicultural & Demographic	La Prensa Hispana
Spanish	Online	Multicultural & Demographic	La Nueva 94 FM
Spanish	Online	Multicultural & Demographic	La Mega 97.9 FM
Spanish	Online	Multicultural & Demographic	La Mega 106.9 FM
Spanish	Online	Multicultural & Demographic	La Ley 107.9 FM
Spanish	Online	Multicultural & Demographic	La Familia de Broward
Spanish	Online	Multicultural & Demographic	Ismael Cala Foundation
Spanish	Online	Multicultural & Demographic	Ismael Cala
Spanish	Online	Multicultural & Demographic	Hoy en Delaware
Spanish	Online	Multicultural & Demographic	HolaDoctor
Spanish	Online	Multicultural & Demographic	Geovanny Vicente Romero
Spanish	Online	Multicultural & Demographic	EstilosBlog
Spanish	Online	Multicultural & Demographic	Energía, Industria, Comercio y Minería
Spanish	Online	Multicultural & Demographic	El Zol 106.7 FM
Spanish	Online	Multicultural & Demographic	El Perico
Spanish	Online	Multicultural & Demographic	El Colombiano
Spanish	Online	Multicultural & Demographic	Diario Horizonte - CT
Spanish	Online	Multicultural & Demographic	Conexion Florida
Spanish	Online	Multicultural & Demographic	Conexión Hispana
Spanish	Online	Multicultural & Demographic	ChicaNOL
Spanish	Online	Multicultural & Demographic	Cala Academy
Spanish	Online	Multicultural & Demographic	Buenos Dias Nebraska
Spanish	Online	Multicultural & Demographic	BocaLista
Spanish	Online	Multicultural & Demographic	areaNewYork
Spanish	Online	Multicultural & Demographic	areaConnecticut
Spanish	Online	Multicultural & Demographic	App Escala Meditando
Spanish	Online	Multicultural & Demographic	Amor 93.1 FM

# Exhibit E



## GET TO KNOW TESSA BAILEY

WE SAT DOWN WITH THIS BESTSELLING AUTHOR TO TALK EVERYTHING ROMANCE, AND WE'RE NOT ASHAMED TO SAY WE'RE SMITTEN!

### WHERE DO YOU GET YOUR INSPIRATION?

Everywhere. *Love Her or Lose Her* was inspired by a podcast called *Where Should We Begin?* with Esther Perel, about couples' therapy. *It Happened One Summer* was inspired by Alexis Rose from *Schitt's Creek*—the sort of flashy socialite heroine who's completely underestimated because of her image.

### WHY IS ROMANCE SO IMPORTANT?

It's an escape from the cynicism of our real lives. We want to believe that kind of love exists, because it's hopeful. When I read, I need that little assurance—I need it to be absolutely clear, by the end of the book, that the couple is always going to be this happy. And that's not realistic, obviously, but it's escapism and it's hope.

### HOW HAS ROMANCE WRITING CHANGED OVER THE YEARS?

Today, it's the same hope that was in the books I read as a teenager, but updated. We're in a new way to rom-com now, where heroes are so respecting of women. And consent is a big thing. As long as there's enthusiasm, excitement and enjoyment from both parties, anything goes.

### AND HOW HAS YOUR WRITING CHANGED?

In my 20s, I don't think I would have written a divorced male character, because I would have said, no, he's never loved anybody

except the heroine. Now, I'm not as strict about that. People have lives before they meet their significant other, and that's okay. And it's okay for them to enjoy sex before they meet each other.

### WHAT, TO YOU, IS A MODERN WOMAN?

I think it's a woman who knows what she likes and is ready to articulate it. Maybe she does want to be rescued sometimes, and does want her partner to take care of some things without being asked. It's okay to like it in fiction, even though it might not mean you want it in real life, because reading should be a safe place to explore.

### WHO ARE YOUR TOP ROMANCE AUTHORS?

Mariana Zapata and Kate Clayborn.

### FAVOURITE BOOKS?

*The Prize* by Julie Garwood and *Kulti* by Mariana Zapata.

### WHAT'S YOUR PERFECT BEACH READ?

I like stories about someone who's on a break from their regular life—something out of their comfort zone.

### DO A LOT OF PEOPLE WANT TO BE YOUR BEST FRIEND (WE DO!)?

Ha! Well, because I'm a romance reader, I feel like I know the soul of the people who read my books, and I think we recognize something in each other that's very genuine. I'm just grateful that my readers let me do what I'm doing.

## The Nigerwife

**DARK THRILLER**

(ATRIA) BY VANESSA WALTERS, \$37 MAY 2

Nothing is as it appears in this electrifying debut novel about Nicole, a missing young woman in Lagos, Nigeria, and her aunt Claudine, who takes matters into her own hands to find her. In Lagos, Claudine befriends the other Niger wives (expats married to Nigerians), and discovers that Nicole's picture-perfect life is not what it seems—and that everyone has something to hide.

### + 5 MORE PULSE-POUNDING READS ABOUT FINDING LOST LOVED ONES

**CLOSER BY SEA**

(SIMON & SCHUSTER CANADA) BY PERRY CHAFE, \$25 MAY 23 🍁

**THE LONG WAY BACK**

(ATRIA) BY NICOLE BAART, \$25 JUNE 13

**A DROWNING WOMAN**

(GRAND CENTRAL PUBLISHING) BY ROBYN HARDING, \$25 JUNE 13 🍁

**HAVE YOU SEEN HER**

(SIMON & SCHUSTER CANADA) BY CATHERINE MCKENZIE, \$25 JUNE 27 🍁

**THE DAMAGES** (RANDOM

HOUSE CANADA) BY GENEVIEVE SCOTT, \$25 JULY 25 🍁

## Unfortunately Yours

**BEACHY FICTION**

(AVON) BY TESSA BAILEY, \$24 JUNE 6

In steam-queen Bailey's follow-up to the insanely fun *Secretly Yours*, entrepreneur Natalie and vineyard-owner August (side characters in the first novel) get their own happy ever after—but not before these flirty enemies consent to a mutually beneficial quickie marriage of convenience and learn to navigate their undeniable attraction to each other.

### + 5 MORE SIZZLING ROMANCES IN SUN-DRENCHED SETTINGS

**MEET ME AT THE LAKE**

(VIKING CANADA) BY CARLEY FORTUNE, \$25 MAY 2 🍁

**HAZEL FINE SINGS ALONG**

(W BY WATTPAD BOOKS) BY KATIE WICKS, \$25 MAY 2 🍁

**FOLLOW THE SUN**

(RANDOM HOUSE CANADA) BY LIZ LOCKE, \$25 JUNE 6

**THE FIVE-STAR WEEKEND**

(LITTLE, BROWN AND CO.) BY ELIN HILDERBRAND, \$25 JUNE 13

**24 HOURS IN ITALY**

(W BY WATTPAD BOOKS) BY ROMI MOONDI, \$24 JULY 18 🍁

**IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).**

**WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications (including but not limited to ABSTRAL<sup>®</sup>, DARVON-N<sup>®</sup>, METADOL<sup>®</sup>, METADOL-D<sup>®</sup>, NUCYNTA<sup>®</sup> IR, NUCYNTA<sup>®</sup> Extended-Release, STATEX<sup>®</sup>, and TRIDURAL<sup>®</sup>) and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- > **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- > **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

**The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).** If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, Paladin Labs, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/ca/index-ca.html](https://EndoClaims.com/ca/index-ca.html) or call 877.542.1878 (Toll-Free) or 929.284.1688 (International).

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/ca/index-ca.html](https://EndoClaims.com/ca/index-ca.html) or by calling 877.542.1878 (Toll-Free) or 929.284.1688 (International).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

**CALL:** 877.542.1878 (Toll-Free)  
929.284.1688 (International)

**VISIT:** [EndoClaims.com/ca/index-ca.html](https://EndoClaims.com/ca/index-ca.html)

**EMAIL:** [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

**WRITE:** Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850



health hack of the month  
**KISS AND MAKE UP**

No one likes fighting with their significant other. While arguments are an important part of a healthy relationship, recurring patterns of negativity can impact your emotional and physical health. A new study suggests that when one or both partners continually sidestep or retreat from difficult conversations, it can lead to lowered immune function and chronic inflammation in both partners. Working on improving your communication skills could benefit your relationship—and your health.

# health & fitness

superfood

50

nutrition

52



**HOME BASE**

summer campaign to  
end homelessness

**EVERYONE  
DESERVES A  
HOME BASE**

Every baseball cap purchased goes  
towards ending homelessness in Canada.

[www.raisingtheroof.org](http://www.raisingtheroof.org)

 **RAISING | CHEZ  
THE ROOF | TOIT**  
Long-term Solutions for Canada's Homeless

**IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).**

**WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications (including but not limited to ABSTRAL<sup>®</sup>, DARVON-N<sup>®</sup>, METADOL<sup>®</sup>, METADOL-D<sup>®</sup>, NUCYNTA<sup>®</sup> IR, NUCYNTA<sup>®</sup> Extended-Release, STATEX<sup>®</sup>, and TRIDURAL<sup>®</sup>) and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- > **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- > **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

**The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).** If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, Paladin Labs, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/ca/index-ca.html](https://EndoClaims.com/ca/index-ca.html) or call 877.542.1878 (Toll-Free) or 929.284.1688 (International).

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).** **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/ca/index-ca.html](https://EndoClaims.com/ca/index-ca.html) or by calling 877.542.1878 (Toll-Free) or 929.284.1688 (International).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

<b>CALL:</b> 877.542.1878 (Toll-Free) 929.284.1688 (International)	<b>WRITE:</b> Endo International plc Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>VISIT:</b> <a href="https://EndoClaims.com/ca/index-ca.html">EndoClaims.com/ca/index-ca.html</a>	
<b>EMAIL:</b> <a href="mailto:EndoInquiries@ra.kroll.com">EndoInquiries@ra.kroll.com</a>	

# Culture

WHAT TO SEE, HEAR AND READ THIS MONTH



**"The Hair Appointment,"**

**by Jeremy Rodney-Hall, 2018**

This installment in Sunday School's series features natural hair braiding, which takes place in salons and living rooms—spaces that have long been community hubs within the African diaspora. The image, taken in Allma's Hair Braiding Salon in Brooklyn, captures the moment before a client leaves the appointment, in which a stylist will often demonstrate their work with a final shot against the salon wall.

## Community Rallies to Rescue Dolphin Pod

**WILDLIFE** Linda Grocock was out running errands in Digby, Nova Scotia, last November when she spotted an unusual sight off the coast: 16 Atlantic white-sided dolphins had become beached. Figuring they didn't have a lot of time—dolphins can survive out of water for only about six hours—Grocock quickly got in touch with the Halifax-based Marine Animal Response Society (MARS), as well as some friends who individually contacted the local fisheries department and posted about the dolphins on a community Facebook page.

MARS personnel were too far away to get to the dolphins in time, so they enlisted Digby's volunteer fire department to help coordinate the response. Soon, about 40 locals who had seen the news online arrived on the scene and waded into the mud flats. Then they carefully moved the dolphins to tarps or sleds and gently hauled them back to the water. It wasn't long before each dolphin was safely back in the sea, swimming with its podmates.



ROSS EDMOND/GETTY IMAGES

## Bracelet Keeps People With Dementia Safe

**INNOVATION** Project Lifesaver, founded in the U.S. state of Virginia in 1999, is a non-profit organization that helps find wandering individuals, such as those with dementia or other cognitive conditions. Participants wear frequency-emitting wristbands—a technology often more reliable than GPS.

Earlier this year, the program made its 4,000th rescue, quickly finding a seven-year-old boy with autism who had wandered away from his Indiana home during the winter.

Today, there are more than 1,700 Project Lifesaver-certified agencies in the U.S. and Canada that can locate wanderers in an average of 30 minutes.

## Bringing a Nation's Trees Back to Life

**ENVIRONMENT** Although Iraq was once the world's leading producer of dates, years of war and drought resulted in the destruction of half of the country's roughly 30 million date-palm trees.

Labeeb Kashif Al-Gitta, co-founder of agri-tech company Nakhla, is working to revive the iconic tree. For an annual subscription, Nakhla tends to residents' mature trees, so they can hopefully bear fruit once again.

Nakhla launched in 2018, and as of 2022 the company cared for more than 14,000 date palms, with hopes to reach 50,000 by the end of 2023. **R**

**LEGAL NOTICE**

**IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).**

**The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).**

**WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications (including but not limited to ABSTRAL<sup>®</sup>, DARVON-N<sup>®</sup>, METADOL<sup>®</sup>, METADOL-D<sup>®</sup>, NUCYNTA<sup>®</sup> IR, NUCYNTA<sup>®</sup> Extended-Release, STATEX<sup>®</sup>, and TRIDURAL<sup>®</sup>) and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- > **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- > **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is **July 7, 2023, at 5:00 p.m. (prevailing Eastern Time)**. If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, Paladin Labs, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit **EndoClaims.com/ca/index-ca.html** or call **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at **EndoClaims.com/ca/index-ca.html** or by calling **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

**CALL: 877.542.1878 (Toll-Free)  
929.284.1688 (International)**

**EMAIL: EndoInquiries@ra.kroll.com**

**VISIT: EndoClaims.com/ca/index-ca.html**

**WRITE: Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850**

## LIFE'S LIKE THAT



“Do you have any true-crime podcasts?”

### Movie Marathon

A 90-minute film takes us 2.5 hours to watch. My wife and I pause it to discuss other movies each actor was in.

—[@SOCIAL\\_MIME](#)

### Birthday Blunder

When I ordered a birthday cake for a co-worker, I gave the bakery a funny verse I had composed, as well as instructions to “add ‘Happy Birthday Ruth’ at the end.” When we unveiled the cake, we saw the verse was done

perfectly and, true to my instructions, the message closed with the words “Happy Birthday Ruth at the end.”

—SHARON MCGREGOR, *Brandon, Man.*

### Puppy Love

“You’re the only man I can depend on” is something I just told my dog.

—NICOLE BYER, *comedian*

**Send us your funny stories! You could earn \$50 and be featured in the magazine. See page 2 or [rd.ca/joke](http://rd.ca/joke) for details.**

**LE MOT DE LA  
RÉDACTRICE EN CHEF**

# S'adapter pour continuer

J'aime le magazine *Sélection*, qui a toujours publié des histoires touchantes de gens ordinaires accomplissant des choses extraordinaires. Les courriels que j'ai reçus après la publication du magazine de mai m'ont simplement confirmé la confiance que vous accordez, chères lectrices et chers lecteurs, à tout ce que nous publions. Et j'en suis très touchée. Malheureusement, au cours des deux dernières décennies, les magazines imprimés ont eu du mal à suivre la révolution numérique. Malgré tous les avantages des



nouvelles technologies, ça me rend triste de voir à quel point il est devenu difficile pour les éditeurs de maintenir un contenu de qualité dans leurs magazines. Plusieurs ont dû délaissier la version papier au profit du numérique. Et pour ne rien arranger, avec l'inflation, le prix du papier – comme celui de bien d'autres produits de base – a grimpé en flèche. Pour continuer à vous offrir les articles de qualité auxquels vous êtes habitués, nous avons dû procéder à des ajustements. C'est la raison pour laquelle ce magazine est désormais broché plutôt que relié. Le numéro de juin, comme celui de mai et ceux qui suivront, compte 80 pages.

Nos numéros spéciaux auront 104 pages. Malgré ces changements, soyez assurés que nous allons continuer à vous offrir le contenu que vous aimez.

Écrivez-moi à :  
[nora@rd.ca](mailto:nora@rd.ca)

Vol. 154, n°899. Copyright © 2023 par les Périodiques Reader's Digest Canada Limitée. Reproduction interdite, par tout procédé, en français ou en toute autre langue. Tous droits réservés dans le monde entier, en vertu des accords internationaux et panaméricains sur les droits d'auteur. Dépôt légal, deuxième trimestre 2023, Bibliothèque nationale du Québec, ISSN 0037-1378, Retourner tout bloc-adresse canadien de courrier non distribuable au C.P. 38098, CSP Centennial Plaza, Dollard-des-Ormeaux, QC, H9B 3J2. Numéro de convention de la Poste-publications : 40070677. Port payé à Montréal.

Abonnements au Canada, un an, 35,50 \$ plus 8,99 \$ de frais d'envoi, de traitement et de manutention. Veuillez ajouter toutes taxes applicables. Abonnements à l'étranger, un an, 54,96 \$, frais d'envoi compris. (Prix et frais de poste indiqués sous réserve de modifications.) Répertoire dans l'Index de périodiques canadiens et dans Repère. Prix de détail : 4,95 \$.

Vente et publicité Ideon Media, [james.anderson@ideonmedia.com](mailto:james.anderson@ideonmedia.com)

**Canada** Nous remercions le gouvernement du Canada pour son soutien financier. — We acknowledge with gratitude the financial support of the Government of Canada



Sélection du Reader's Digest publie 10 numéros par année, mais peut aussi faire publier occasionnellement des numéros spéciaux (ceux-ci comptant pour deux numéros). Indiqué sous réserve de modification.

DOMINIQUE LAFOND

**AVIS DE PROCÉDURE LÉGALE**

**SI VOUS, UN ENFANT À CHARGE OU UN AUTRE ÊTRE CHER AVEZ ÉTÉ LÉSÉS PAR ENDO OU PAR L'UNE DE SES SOCIÉTÉS AFFILIÉES, Y COMPRIS PALADIN LABS ET AMS, OU LEURS PRODUITS, Y COMPRIS LEURS OPIOÏDES OU UN MAILLAGE TRANSVAGINAL, VOS DROITS PEUVENT ÊTRE TOUCHÉS PAR LES ÉCHÉANCES DANS LA FAILLITE D'ENDO.**

**La date de tombée pour introduire une action devant un tribunal dans le cadre de la faillite est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur).**

**La date d'échéance pour s'opposer à la vente d'Endo est le 7 juillet 2023 à 16 h (heure de l'Est en vigueur).**

**QU'EN EST-IL EXACTEMENT ?**

Le 16 août 2022, Endo International plc et certaines de ses sociétés affiliées ont présenté au tribunal des faillites des États-Unis du district Sud de New York une demande de protection en vertu de la loi sur les faillites. Certaines des sociétés affiliées d'Endo, y compris Paladin Labs et American Medical Systems (AMS), ont produit et/ou vendu entre autres des médicaments de marque à base d'opioïdes (y compris, sans toutefois s'y limiter, ABSTRAL<sup>®</sup>, DARVON-N<sup>®</sup>, METADOL<sup>®</sup>, METADOL-D<sup>®</sup>, NUCYNIA<sup>®</sup> IR, NUCYNIA<sup>®</sup> Extended-Release (libération prolongée), STATEX<sup>®</sup> et TRIDURAL<sup>®</sup>) de même qu'un maillage transvaginal. **Cet avis vise à vous informer de vos droits dans cette faillite en ce qui concerne la date de tombée, le processus de preuve de réclamation et la proposition de vente de presque tous les actifs d'Endo.**

**QU'EST-CE QU'UNE RÉCLAMATION ?**

Une « réclamation » est le droit de demander un paiement ou un autre dédommagement. Si vous, un enfant à charge ou un autre être cher avez été lésés par Endo ou une de ses sociétés affiliées, y compris Paladin labs ou AMS, ou leurs produits, y compris leurs opioïdes ou un maillage transvaginal, vous pouvez présenter une réclamation contre une ou plusieurs de ces entités. Pour présenter une réclamation, vous devez soumettre une preuve de réclamation dans le cas de faillite. Vous pouvez présenter une réclamation en votre nom, au nom d'un enfant à charge (y compris un enfant dans l'utérus qui a été exposé à des opioïdes) ou un membre de votre famille décédé ou invalide. Voici quelques exemples de réclamations pouvant être présentées dans la faillite d'Endo :

- > **Réclamations concernant des opioïdes** : réclamation pour décès, un attachement maladif ou une dépendance, une perte de salaire, une privation de compagnie conjugale, un syndrome d'abstinence néonatale (parfois référé en tant que « SAN »), pour n'en citer que quelques-unes.
- > **Réclamations concernant un maillage transvaginal** : entre autres, des réclamations pour des douleurs, de l'infection, des saignements de la zone pelvienne.

## **QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA DATE DE TOMBÉE ET DU PROCESSUS DE PREUVE DE RÉCLAMATION ?**

La date d'échéance de votre preuve de réclamation est appelée une date de tombée. La date de tombée, ou la date d'échéance pour soumettre votre preuve de réclamation est le **7 juillet 2023 à 17 h (heure de l'Est en vigueur)**. Si vous ne soumettez par votre de réclamation d'ici la date d'échéance, vous perdez tous les droits que vous pourriez avoir d'obtenir un paiement ou un dédommagement. Vous devez présenter un formulaire de preuve de réclamation qui doit être reçu d'ici la date de tombée. Un formulaire de preuve de réclamation peut être rempli par vous, par un tuteur légal, par des survivants ou par des membres de la famille d'une personne décédée ou invalide. Vous n'avez pas besoin d'un avocat pour présenter une preuve de réclamation pour vous-même.

Pour obtenir une liste plus complète des entreprises et des produits fabriqués et/ou vendus par Endo, Paladin Labs, AMS, et par leurs sociétés affiliées, et pour obtenir de détails plus complets sur la date de tombée et sur la manière de présenter une réclamation confidentielle de dommages corporels, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](https://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le **877-542-1878 (sans frais)** ou le **929-284-1688 (international)**.

## **QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA VENTE?**

Endo a l'intention de vendre essentiellement tous ses actifs dans une vente aux enchères et dans une vente, sous réserve de l'approbation du tribunal des faillites. **Endo cherche à trouver un recours dans le fait que la vente la libérera de tous les liens, engagements et réclamations.**

Si vous êtes en désaccord avec la vente proposée, vous devez vous y opposer par écrit, afin que votre objection soit reçue au plus tard le **7 juillet 2023 à 16 h (heure de l'Est en vigueur)**. **Toute partie intéressée qui ne présente pas et ne signifie pas correctement son objection à la date d'échéance peut perdre sa réclamation à l'égard des actifs d'Endo si la vente est approuvée.** Le tribunal rejettera les objections qui ne sont pas présentées et signifiées correctement.

Pour accéder aux détails complets sur la proposition de vente, y compris toute vente aux enchères pour les actifs d'Endo, la date de l'audience pour l'examen de la vente, de même que des instructions sur la manière de présenter une objection, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](https://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le **877-542-1878 (sans frais)** ou le **929-284-1688 (international)**.

**SI VOUS AVEZ DES QUESTIONS OU SI VOUS SOUHAITEZ  
OBTENIR DES INFORMATIONS SUPPLÉMENTAIRES :**

**Composez le :** **877-542-1878 (sans frais)**  
**929-284-1688 (international)**

**Envoyez un courriel à :** **EndoInquiries@ra.kroll.com**

**Visitez le site :** **EndoClaims.com/ca-fr/index-ca-fr.html**

**Écrivez à :** **Endo International plc Claims Processing Center**  
**c/o Kroll Restructuring Administration LLC**  
**Grand Central Station, PO Box 4850**  
**New York, NY 10163-4850**



*Marie-Julie Gagnon nous invite à prendre le large,  
mais à le faire de façon intelligente et responsable.*

*Et ce, sans jamais renier le plaisir !*

## Quand la Terre a son voyage

PAR *André Lavoie*

« **J**E SUIS UNE éternelle perdue, partout, tout le temps ! » Cette confession peut étonner de la part de Marie-Julie Gagnon, elle dont la carrière journalistique la mène aux quatre coins du monde. Se perdre plus souvent qu'à son tour, elle le perçoit comme une véritable bénédiction : « C'est ce qui m'amène à faire les plus belles découvertes. » Depuis plusieurs années, elle s'applique à nous les faire connaître aussi bien dans les pages du

journal *Le Devoir* que sur Ici Radio-Canada Première, dans différents magazines ou dans des livres au ton toujours enthousiaste (*Le voyage pour les filles qui ont peur de tout, Que reste-t-il de nos voyages ?*). Donc, à son image.

Son plus récent essai, *Voyager mieux : est-ce vraiment possible ?* (Québec Amérique), ne cherche pas à freiner notre désir d'élargir nos horizons et de faire le plein de beautés. Mais à y songer sérieusement avant de prendre le reste de la

# Exhibit F

# Streaming platforms must promote Canadian films and TV shows globally under new law, CRTC says

Productions that make less than \$10 million a year, video games and user content could be exempt, regulator says

MARIE WOOD / THE CANADIAN PRESS

Streaming platforms will have to promote Canadian film, television and video game productions not only in Canada but around the world under the new federal online streaming law, the Canadian Radio-television and Telecommunications Commission says.

The CRTC's Canada's broadcast regulator will issue a new set of implementation rules, known as the Online Streaming Act, and is preparing to consult the public on the proposed provisions how best to do it. It is a consultation document published Friday, the commission says. According to Canadian and foreign content creators, the rules will be "proportionate and realistic" to help them meet their objectives. The CRTC is working to ensure that the new streaming platform "rules" make Canadian and foreign audio and video programming available to Canada's youth.

The document says streaming platforms such as Netflix and Amazon Prime must contribute to funds supporting Canadian film, TV and music.

It also says streaming platforms that make less than \$10 million a year in Canada will be exempt from regulation under the streaming law.

The CRTC is also exempting video games, and says that it does not intend to regulate "user uploaded content on social media services," such as amateur videos



A 3-D printed robot shows, while sitting during the shooting of the movie Sucker Squad in Toronto in 2015. The CRTC says promoting Canadian and international content domestically and internationally will be one of its state objectives.

posted on YouTube. The regulator also says it intends to establish a new fund to support Canadian film, TV and music. It also says it will work with the industry to help them understand what "online undertakings" fall within its jurisdiction under the new law.

The consultation on a critical theme (how the content will be used to promote debate over whether aspects of social media platforms will be covered by the Online Streaming Act.

When the law, originally known as Bill C-11, was being debated in Parliament, there was intense discussion about whether

it would apply to social media content, such as videos posted by users, making them from YouTube, Facebook and others. It will not be an ambiguous rule, but it will be open to regulation of user-generated content.

Heritage Minister Pablo Rodriguez said and another order passed on Friday will not be covered by the law, though some professionally produced content, such as music videos, might be.

Mr. Rodriguez has said he plans to issue a ministerial direction to the CRTC that will instruct it to ensure the bill does not cover user-generated content.

Asked why the CRTC had issued the consultation notice before receiving ministerial guidance on the bill, the commission's spokeswoman said it would be "unavoidable" to "move it quickly to the table."

"Once a policy direction is finalized, we will account for it and adjust any of our provisions if necessary," she said.

Scott Desautels, president of the Canadian Association of Broadcasters, said he is pleased to see the regulator moving quickly. "With a limited number of airtime and advertising seconds available to play on in the system."

Scott Reuter, the executive director of Digital First, which represents producers of post-video on platforms such as YouTube, has argued the government should have settled on a definition of social media before regulation was introduced.

The CRTC document says it is a portion of the bill that is subject to consultation because of its ambiguous wording on whether the legislation covered videos posted by social media users.

The document says those clauses were made for a better context, set of expectations, provisions with respect to social media users and users who upload programs on those services.

It says the consultation is aimed at helping the CRTC develop a clear and meaningful definition of the online undertakings that will be regulated by the new law.

It adds that "the bill is subject to consultation" and that the regulator may be a subject of a larger concept of what constitutes an online undertaking."

"How should the Commission define 'social media services'?" it asks. "What, if any, criteria should be used to assess whether an online undertaking is providing a social media service?"

## PEOPLE'S PARTY LEADER BERNIER SAYS HE WILL RUN FOR FEDERAL SEAT IN MANITOBA BY-ELECTION

OTTAWA Maxime Bernier says he will run in what he predicts will be a "two-horse race" for a federal seat in a coming by-election in rural Manitoba.

The People's Party of Canada leader says the vote in Portage-Lisgar will be a choice between him or what he called a fake conservative.

The seat was previously held by Candice Bergen, who was the Conservative party's interim leader last year and who stepped down as a member of Parliament in February.

The by-election has not yet been called. The Conservatives have also chosen their candidate for the race, Brandon Leslie.

Mr. Bernier held several roles in Stephen Harper's Conservative government, including leading the industry and foreign affairs ministries.

He quit the Conservative party in 2018 after losing its 2017 leadership contest to Andrew Scheer.

After forming his own party, Mr. Bernier ran in his former seat of Beauport, Que., in the

2019 and 2021 elections, losing both times to a Conservative candidate.

He told supporters in Portage la Prairie, Man., Friday that the area reminds him of his home tiding, and urged them to make history by electing the first member of Parliament representing his party — to "open the floodgates."

"This by-election is the start of a major turning point in Canadian politics," he said.

In the past federal election, the People's Party of Canada candidate in Portage-Lisgar got 22 per cent of the vote.

During his speech, he urged supporters to join a political revolution and took shots at the Liberals, the NDP and especially the Conservatives, which he accused of only caring about voters during elections.

Mr. Bernier railed against lockdowns and other restrictions during the COVID-19 pandemic and in 2021 he was arrested in Manitoba for breaking public health orders.

THE CANADIAN PRESS

## TRADE MINISTER TO LEAD MISSION TO INDIA, PLEDGES LIMITED DEAL WITHIN MONTHS

OTTAWA Trade Minister Mary McLaughlin is set to lead a mission to India this week, pledging a limited trade agreement within months, she said.

Indian Commerce Minister Nirmala Sitharaman said the deal would include a 500-page trade agreement with India.

The agreement would open up a wide range of opportunities for Indian companies to do business in Canada.

She said the mission would be the first of its kind since 2015. It will be a "high-level" mission, she said, and will be led by a "high-level" trade mission. She said the mission would be a "high-level" mission, she said, and will be led by a "high-level" trade mission.

She said the mission would be a "high-level" mission, she said, and will be led by a "high-level" trade mission.

THE CANADIAN PRESS

**JM Vacations**

**PORTUGAL**  
SÃO MIGUEL & TERCEIRA ISLANDS

JUN 4 - JUN 11: \$2375    JUN 11 - JUN 18: \$2375  
JUN 8 - JUN 15: \$2495    JUN 15 - JUN 22: \$2495

Prices PP B&C Inc. Includes \$424 airport tax.  
Includes flights from Toronto to Ponta Delgada/Angra dos Heróis, transfers from 8 to airport, T.N.S. at Ponta Delgada, T.N.S. at Angra dos Heróis with breakfast daily & 7 day tour (limited seats available)

CALL AND BOOK NOW!  
416-979-8663 / 1-800-382-9330  
JM Vacations Ltd., 850 College St., Toronto, ON M5T 1A7  
info@jmvacations.ca / jmvacations.ca

**LEGAL NOTICE**

**IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).

**WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications (including but not limited to ABSTRAL<sup>®</sup>, DARVON-N<sup>®</sup>, METADOL<sup>®</sup>, METADOL-IP<sup>®</sup>, NUCYNDA<sup>®</sup> IR, NUCYNDA<sup>®</sup> Extended Release, STATES<sup>®</sup>, and TRIDURAL<sup>®</sup>) and transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any right you may have to receive payment for your claim. You may file a proof of claim by yourself or a family member. A proof of claim must be filed by you, a legal guardian, attorney or authorized person who has written or signed a document that says you are submitting a proof of claim on your behalf.

You may complete the proof of claim process online at [www.endobankruptcy.com](https://www.endobankruptcy.com) or by mail to the bankruptcy court. For more information, please contact the Endo Claims Administrator at [EndoClaims@endobankruptcy.com](mailto:EndoClaims@endobankruptcy.com) or call 877-342-1878 (Toll-Free) or 920-281-1688 (International).

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction-style sale process to the bankruptcy court and subject to approval by the bankruptcy court. Endo is seeking relief from the sale will be from all of its assets, claims, items, and encumbrances.

If you disagree with the proposed sale, you may object to the sale in writing to the bankruptcy court on or before July 7, 2023, at 4:00 p.m. (prevailing Eastern Time). Any party in interest who files an objection to the sale must do so by the objection deadline. Any late-filed objections to the sale will be considered by the bankruptcy court.

Complete details about the proposed sale, including the location for document review, are contained in the notice of sale, which you may have access to at [www.endobankruptcy.com](https://www.endobankruptcy.com) or by calling 877-342-1878 (Toll-Free) or 920-281-1688 (International).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

CALL: 877-342-1878 (Toll-Free)  
920-281-1688 (International)

VISIT: [EndoClaims.com/ca/index.ca.html](https://EndoClaims.com/ca/index.ca.html)

EMAIL: [EndoInquiries@ca.kroll.com](mailto:EndoInquiries@ca.kroll.com)

WRITE: Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

# Alberta wildfires ease amid worst season on record

Firefighters have battled 520 blazes so far this year, ripping across 1,075,000 hectares

## ALBERTA SMP

More than one million hectares in Alberta have been scorched to date this season, setting a record for the province's worst wildfire season on record. Firefighters have battled 520 blazes so far this year, ripping across 1,075,000 hectares.

Firefighters have battled 520 blazes so far this year, ripping across 1,075,000 hectares. The previous high for the spring season alone was 65,000 hectares burned in 2010, which was driven in large part owing to a wildfire near High Level, Alta. M.

Firefighters have battled 520 blazes so far this year, ripping across 1,075,000 hectares. The previous high for the spring season alone was 65,000 hectares burned in 2010, which was driven in large part owing to a wildfire near High Level, Alta. M.



Alberta wildfire firefighters battle the day after a wildfire. Alberta firefighters are battling wildfires in several areas, but 7,400 firefighters will remain on duty to monitor the situation.

Alberta wildfire firefighters battle the day after a wildfire. Alberta firefighters are battling wildfires in several areas, but 7,400 firefighters will remain on duty to monitor the situation.

Alberta wildfire firefighters battle the day after a wildfire. Alberta firefighters are battling wildfires in several areas, but 7,400 firefighters will remain on duty to monitor the situation.

Alberta wildfire firefighters battle the day after a wildfire. Alberta firefighters are battling wildfires in several areas, but 7,400 firefighters will remain on duty to monitor the situation.

Alberta wildfire firefighters battle the day after a wildfire. Alberta firefighters are battling wildfires in several areas, but 7,400 firefighters will remain on duty to monitor the situation.

Alberta wildfire firefighters battle the day after a wildfire. Alberta firefighters are battling wildfires in several areas, but 7,400 firefighters will remain on duty to monitor the situation.

Alberta wildfire firefighters battle the day after a wildfire. Alberta firefighters are battling wildfires in several areas, but 7,400 firefighters will remain on duty to monitor the situation.

Alberta wildfire firefighters battle the day after a wildfire. Alberta firefighters are battling wildfires in several areas, but 7,400 firefighters will remain on duty to monitor the situation.

Alberta wildfire firefighters battle the day after a wildfire. Alberta firefighters are battling wildfires in several areas, but 7,400 firefighters will remain on duty to monitor the situation.

## Sudan ceasefire brings some respite to Khartoum after weeks of heavy battles

MOHAMED NURELDIN KHALID ABDELATIZ

Artillery fire could be heard in parts of Khartoum and warplanes flew overhead on Tuesday, residents said, though an internationally monitored ceasefire appeared to have brought some respite from heavy fighting in the Sudanese capital.

Nighttime air strikes were reported in at least one area after the ceasefire started late on Monday, but residents otherwise reported relative calm.

The truce was agreed at talks in Jeddah on Saturday after five weeks of fierce battles between the army and the paramilitary Rapid Support Forces (RSF). It is being tracked by Saudi Arabia and the United States and is meant to allow for the delivery of humanitarian relief.

Sudanese activists wrote to the United Nations envoy to Sudan welcoming the ceasefire agreement but complaining of severe human rights abuses against civilians that they said took place as the fighting raged and should be investigated.

Neighbourhood committees that have been at the forefront of local aid efforts in the capital were preparing to receive supplies through trucks of the aid that has arrived in Khartoum in the last few days.

The ceasefire, which was agreed at talks in Jeddah on Saturday after five weeks of fierce battles between the army and the paramilitary Rapid Support Forces (RSF). It is being tracked by Saudi Arabia and the United States and is meant to allow for the delivery of humanitarian relief.



People walk past a damaged building in Khartoum, Sudan, after a ceasefire was agreed between the Sudanese army and the paramilitary Rapid Support Forces (RSF).

ceeds, so that we can return to our normal life, feel safe, and go back to work again," said Khartoum resident Ahd Salah, 42.

Although fighting has continued through previous ceasefires, this was the first to be formally agreed following negotiations.

The ceasefire deal includes for the first time a monitoring mechanism involving the army and RSF as well as representatives from Saudi Arabia and the United States, which brokered the agreement after talks in Jeddah.

U.S. Secretary of State Antony Blinken said the monitoring mechanism would be "remote," without giving details. "If the ceasefire is violated, we'll know, and we will hold violators accountable through our sanctions and other tools at our disposal," he said in a video message.

"The Jeddah talks have had a narrow focus. Ending violence and bringing assistance to the Sudanese people. A permanent resolution of this conflict will require much more," he added.

Shortly before the ceasefire was due to take effect, the RSF released an audio message from its commander Mohamed Hamdan Dagalo, known as Hemedti, in which he thanked Saudi Arabia and the U.S. but urged his men on to victory. "We will not retreat until we see the flag," he said.

Both sides accused each other of not respecting power deals at the start of the conflict in April. Sudanese officials also complained of indiscriminate shelling and air strikes against residential areas as well as the taking of civilians in formal double-armed militia killings, torture and sexual violence.

RSF said evidence of human and humanitarian aid, and logistical challenges had continually hampered efforts to take on its activities since the fighting started in April.

## LEGAL NOTICE

IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).

### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for Chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications (including but not limited to ABSTRAL®, DARVON-NS®, METADOL®, METADOL-D®, NUCYNTA® IR, NUCYNTA® Extended-Release, STATAX®, and TRIDURAL®) and transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- Opioid Claims: Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- Transvaginal mesh claims: Claims for pelvic pain, infection, bleeding, among others.

### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any right you may have had to seek payment or compensation. You must file a proof of claim form that is a legally required document. The form is available at <https://www.endo.com/endo-2023>. You do not need an attorney to file a proof of claim form.

For a more complete list of claims categories and previous manufacturing subsidiaries (Vivid, Promisve, Endo, AMS), and their related companies and the proof of claim deadline, visit the bar date website at <https://www.endo.com/endo-2023>. You may also file a confidential personal injury claim with Endo's confidential personal injury claim portal at <https://www.endo.com/endo-2023> or call 877.542.1878 (Toll-Free) or 929.294.1698 (International).

### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets to a special dividend trust (the "Trust") that will be managed by a special dividend trustee (the "Trustee"). The Trustee is seeking to sell the assets of the Trust and other of its claims, debts, and obligations.

If you disagree with the proposed sale, you may object to the sale in writing and that your objection is received on or before July 7, 2023, at 4:00 p.m. (prevailing Eastern Time). Any party who objects also files to properly file and serve its objection by the objection deadline. Any loss of claim against Endo's assets if the sale is approved, subsequent to the sale, cannot be properly filed or prosecuted by the bankruptcy court.

For more details about the proposed sale, including the objection deadline, visit the bar date website at <https://www.endo.com/endo-2023>. You may also file a confidential personal injury claim with Endo's confidential personal injury claim portal at <https://www.endo.com/endo-2023> or call 877.542.1878 (Toll-Free) or 929.294.1698 (International).

IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

CALL: 877.542.1878 (Toll-Free) / 929.294.1698 (International)  
VISIT: [EndoClaims.com/Endo-2023](https://www.endo.com/endo-2023)  
EMAIL: [EndoClaims@ira.llnwd.com](mailto:EndoClaims@ira.llnwd.com)  
WRITE: Endo International plc, Claims Process Center, c/o Kroll Restructuring Administration LLC, Grand Central Station, P.O. Box 3850, New York, NY 10163-8850

INVESTMENT

**ONEX REPORTS FIRST-QUARTER LOSS OF US\$232 MILLION**

Onex Corp. reported a first-quarter loss a day after founder Gerry Schwarz's official departure as chief executive officer to be replaced by Bobby LeBlanc. The private equity investment firm said it's working to wind down its Canadian wealth management business and move its adviser teams to RBC Wealth Management Canada. The company, which reports its books in U.S. dollars, said it lost US\$232 million or 188¢ per diluted share for the quarter ended March 31, compared with a profit of US\$163 million in

US\$1.97 per diluted share a year ago. Onex announced a dividend in March that will see RBC Wealth Management Canada's former employees in the adviser teams of Global Wealth, Onex's private wealth business, and expand distribution of Onex's investment products through its network of investment advisers. The plan, Onex recorded a non-cash impairment charge of US\$17 million related to a writedown of property and equipment, goodwill and intangible assets. A restructuring provision of US\$50 million was also taken. *—The Canadian Press*

MEDIA

**Twitter taps NBC ad chief to take over as CEO from Musk**

LINDA YACCARINO

ALICE COOPER'S SAGA: FEVER AND GARY'S SMITH

ing that team at Twitter, where she will continue an exodus of marketers who've left the social-media platform since Elon Musk took over. NBCUniversal announced last September that it was buying Twitter, but the move sets the stage for her to join Twitter as chief executive officer, said a person familiar with the situation who asked not to be identified because the information isn't public. Without naming Yaccarino, Musk said in a tweet on Thursday that he had chosen

a new CEO who would begin in six weeks and that he is shifting into the role of chief technology officer of the company.

Yaccarino may be in a unique position to deal with the fallout from Musk's takeover of Twitter last year. The quite a slight uptick in daily users since early 2022, Twitter's revenue has fallen by 60 per cent since October. As a result, its "revenue decline" in advertising, Musk said in March. At NBC, Yaccarino helped launch the ad-supported streaming service Peacock and has led several major U.S. and global ad sales companies, including Comcast, YouTube and iSpot.tv.

"She's a talented individual who excels in customer-facing roles, and she's got a proven track record of success in advertising," said a person familiar with the situation who asked not to be identified because the information isn't public. "She's got a proven track record of success in advertising, and she's got a proven track record of success in advertising."

Musk himself wrote for the Financial Post in October and indicated that the company will change to a limited-time to complete the organizational overhaul through the summer. He said he is planning to step down as CEO and that the company will be sold to a private equity firm.



Yaccarino, former NBCUniversal advertising chief, is being tapped to lead Twitter, according to a person familiar with the situation.

into the situation. She has worked at Twitter for more than a decade and has helped lead the company's advertising business. She has also worked at Facebook and Amazon, and has helped lead the company's advertising business at both companies.

Twitter's revenue has fallen by 60 per cent since October. As a result, its "revenue decline" in advertising, Musk said in March. At NBC, Yaccarino helped launch the ad-supported streaming service Peacock and has led several major U.S. and global ad sales companies, including Comcast, YouTube and iSpot.tv.

Twitter's revenue has fallen by 60 per cent since October. As a result, its "revenue decline" in advertising, Musk said in March. At NBC, Yaccarino helped launch the ad-supported streaming service Peacock and has led several major U.S. and global ad sales companies, including Comcast, YouTube and iSpot.tv.

Twitter's revenue has fallen by 60 per cent since October. As a result, its "revenue decline" in advertising, Musk said in March. At NBC, Yaccarino helped launch the ad-supported streaming service Peacock and has led several major U.S. and global ad sales companies, including Comcast, YouTube and iSpot.tv.

**SUPERIOR GOLD INC. SPECIAL MEETING OF SHAREHOLDERS NOTICE OF RECORD AND MEETING DATES**

Notice is hereby given that a special meeting of shareholders of Superior Gold Inc. will be held on June 26, 2023. The record date for shareholders entitled to receive notice and vote at such meeting has been set at May 20, 2023.

**NFI Group Inc. Notice of Record Date**

Notice is hereby given that the record date for a special meeting of the holders of common shares of NFI Group Inc. to consider an ordinary resolution approving a private placement of common shares of NFI Group Inc. has been set as May 23, 2023.

**COMWES BARROTT**

SPRING LIVE AUCTION  
JUNE 8TH • THE GLOBE & MAIL CENTRE • TORONTO

800-754-ROBERT (CANADIAN) 1-877-333-2266 (US & INT'L) 416-597-1000 (TOLL FREE) 416-597-1000 (TOLL FREE)

[info@comwesbarrott.ca](mailto:info@comwesbarrott.ca)  
COMWESBARROTT.CA

ART AUCTIONS • APPRAISALS • PRIVATE SALES

**LEGAL NOTICE**

**IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALLADIUM LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file claims in the bankruptcy is July 7, 2023, at 4:00 pm, (premiering Eastern Time). (By deadline subject to Endo's filing of July 7, 2023, at 4:00 pm, (premiering Eastern Time).

**WHAT IS THIS ABOUT?**

On July 7, 2023, Endo Pharmaceuticals Inc. filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Delaware. Endo is a pharmaceutical company that manufactures and distributes various pharmaceutical products, including opioids and transvaginal mesh. As a result of the bankruptcy, Endo's assets are being sold to pay its creditors. This notice is being published to inform you of your rights to file a claim against Endo's assets if you were harmed by Endo or a related company, including Palladium Labs and AMS, or their products, including opioids or transvaginal mesh. You may be eligible to file a claim against Endo's assets if you were harmed by Endo or a related company, including Palladium Labs and AMS, or their products, including opioids or transvaginal mesh. You may be eligible to file a claim against Endo's assets if you were harmed by Endo or a related company, including Palladium Labs and AMS, or their products, including opioids or transvaginal mesh.

**WHAT IS A CLAIM?**

A claim is a right to be paid for a loss or injury. If you or a loved one were harmed by Endo or a related company, including Palladium Labs and AMS, or their products, including opioids or transvaginal mesh, you may be eligible to file a claim against Endo's assets. You may be eligible to file a claim against Endo's assets if you were harmed by Endo or a related company, including Palladium Labs and AMS, or their products, including opioids or transvaginal mesh. You may be eligible to file a claim against Endo's assets if you were harmed by Endo or a related company, including Palladium Labs and AMS, or their products, including opioids or transvaginal mesh.

**WHAT DO YOU NEED TO KNOW ABOUT THE FILING DATE AND PROCESS OF CLAIM PROCESS?**

The deadline to submit your proof of claim is set for a later date. The filing date, or the deadline to submit your proof of claim, is July 7, 2023, at 4:00 pm, (premiering Eastern Time). If you do not submit a proof of claim by the deadline, you will lose your right to file a claim against Endo's assets. You must file a proof of claim form to file a claim against Endo's assets. You must file a claim form to file a claim against Endo's assets. You must file a claim form to file a claim against Endo's assets. You must file a claim form to file a claim against Endo's assets.

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo's assets will be sold to pay its creditors. The sale of Endo's assets will be conducted by a bankruptcy trustee. You may be eligible to file a claim against Endo's assets if you were harmed by Endo or a related company, including Palladium Labs and AMS, or their products, including opioids or transvaginal mesh. You may be eligible to file a claim against Endo's assets if you were harmed by Endo or a related company, including Palladium Labs and AMS, or their products, including opioids or transvaginal mesh.

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

CALL: 877-541-1878 (Toll-Free) 922-241-1884 (International)  
WRITE: Endo Informational & Claims Processing Center  
171 Kroll Resourcing Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

THERE WAS AN UNCONFIRMED INDICATION THAT A VERY SMALL NUMBER OF PRC DIPLOMATS EXPRESSED A PREFERENCE FOR THE (LIBERAL PARTY OF CANADA) TO THE CONSERVATIVE PARTY OF CANADA IN THE 2021 ELECTION. — DAVID JOHNSTON

SPECIAL RAPPORTEUR REPORT

Interference allegations based on weak intelligence: Johnston

Report cites poor information flow in government

By David Johnston

OTTAWA — Special rapporteur David Johnston said Tuesday that many of the foreign interference allegations made over the past year were incomplete, based on uncertain intelligence or were outright false.

Johnston, who was appointed to the role by Prime Minister Justin Trudeau in March, delivered the first of two reports Tuesday in it recommended against a full public inquiry and weighed in on intelligence issues and the allegations that have been made public.

One of the most shocking allegations was reported in March by Global News citing unnamed security sources. The report suggested Toronto Liberal MP Bao Dong had encouraged a People's Republic of China (PRC) official to keep Canadians Michael Kovrig and Michael Spavor in custody longer.

Johnston said he reviewed the intelligence behind this allegation and came to conclude there was no truth to it.

"The allegation is false. Mr. Dong discussed the 'two Michaels' on his PRC official, but did not suggest to the official that the PRC extend their detention."

Other media reports have suggested China interfered in Dong's nomination as the Liberal candidate. Johnston said there were irregularities and suspicious the Chinese consulate was involved, but he also said there was no recommendation to drop Dong.

as a candidate.

"This was not an unreasonable conclusion based on the intelligence available to the prime minister at the time," Johnston concluded.

In an afternoon news conference, Trudeau said the allegations against Dong were false, and he looks forward to talking to him about his future plans.

Dong resigned from the Liberal caucus to sit as an independent when the Global story aired. He also launched a lawsuit against the broadcaster.

Johnston found limited evidence to support another allegation, that if federal candidates had received \$250,000 funnelled through community organizations during the 2019 federal election.

"Limited intelligence" supports the notion that the Chinese government intended for funds to reach seven Liberal and four Conservative candidates, Johnston's report said, but there is no intelligence suggesting that any of them received that money.

Other reports had indicated that a network of candidates and operatives in the Greater Toronto Area were willing participants in the Chinese Communist Party's goals.

But Johnston found "no basis" to conclude that candidates were working in concert or understood the intentions of apparent Chinese government proxies who were communicating with them.

"No recommendations about a network of candidates was made as no network was known to exist," the report said.

Johnston said there was a memo in 2017 warning the prime minister Chinese

agents were "assisting Canadian candidates running for political office."

He said that direct quotations appear in any of the drafts of that memo and while something similar appeared in an early draft it was removed before a final version was sent to the prime minister.

He also said the warning the prime minister ultimately received advised him against naming China directly.

"This memorandum warns him that public efforts to raise awareness should remain general and not single out specific countries because of diplomatic sensitivities," Johnston wrote. "This is before the 'two Michaels' and the deterioration in Canada-PRC relations."

Johnston said even the most central allegation of the controversy — that China wanted to see a Liberal minority government re-elected — is based on limited intelligence.

"There was an unconfirmed indication that a very small number of PRC diplomats expressed a preference for the Liberal Party of

Canada) to the Conservative Party of Canada in the 2021 election. Other members of diplomatic staff have had a variety of opinions and preferences," he wrote. "There was no indication that the PRC had a plan to orchestrate a Liberal minority government in 2021 or were determined that the Conservatives not win."

Johnston addressed the most recent allegations that Chinese diplomats had targeted Conservative MP Michael Chong's family. He said he found intelligence pointing to that and found it was not related to ministers, part of a much broader problem.

"It is certainly the most prominent, but not the only example of poor information flow and processing between agencies, the public service and ministers."

Johnston's report doesn't provide details on how he concluded what he did about the allegations, but he said he has drafted a confidential annex, which can be viewed by anyone with a top-secret clearance, which he said should include the opposition leaders.

Trudeau said he hopes



In a report released Tuesday, special rapporteur David Johnston said Toronto MP Bao Dong, shown, did not advise a Chinese official to extend the detention of Canadians Michael Kovrig and Michael Spavor.

all of the opposition leaders take the opportunity to review the classified information.

"I don't think Canadians would want or expect any of them to choose ignorance, when they can choose to have the facts laid out for them," he said.

Johnston said the intelligence leaks fuelling many media stories need to be stopped, because they risk damaging public trust.

"This is a matter of urgency that all efforts be made to identify and hold the leakers responsible. Malice cannot be ruled out."

Johnston painted a picture of a deeply troubling system for sharing intelligence information that often leaves people in the dark.

"The current arrangements can lead to situations where information that should be brought to the attention of a minister or the prime minister does not reach them because it can be lost in the sea of material that floats through the government," he said. "We have seen intelligence that should have at least made it to the ministerial level that the relevant minister did not see."

While he ruled out a public inquiry, Johnston is pledging to hold public hearings personally on some of the key issues, including the problems of intelligence sharing. His final report is due by the end of October.

David Johnston  
Special Rapporteur  
7800-171st Street, Suite 100

LEGAL NOTICE

IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).

WHAT IS THIS ABOUT?

On August 10, 2022, Endo International plc and certain of its affiliates filed for Chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications, including but not limited to ABSTRALIN, DARVON-C, METADONE, PALADIN LABS, NUCYNTA, NUCYNTA ER, BAMBANOL, BAMBANOL ER, and transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

WHAT IS A CLAIM?

A "claim" means a right to some pecuniary benefit, compensation, or other benefit that you have or may be entitled to receive from Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, from you, your claim agent, or one of your loved ones. To make a claim, you will need to submit a proof of claim to the bankruptcy court. You may file a proof of claim at least 30 days before the bar date, or you may file a proof of claim up to the date of the sale of substantially all of Endo's assets. Examples of claims that may be filed in the bankruptcy include but are not limited to:

- Opioid Claims: Claim for direct, indirect or derivative (or other) tort or contract claims arising from the manufacture, distribution, sale or use of any Endo or related company's opioid products.
- Transvaginal Mesh Claims: Claim for tort, contract, or other claims arising from the manufacture, distribution, sale or use of any Endo or related company's transvaginal mesh products.

WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to enter your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any claim you may have filed or may file against Endo's assets. You must file a proof of claim form to make it eligible to be included in the sale. You may file a proof of claim up to the date of the sale of substantially all of Endo's assets. If you have a claim, you should file a proof of claim for you.

For a more complete list of types of companies and products manufactured and/or sold by Endo, Paladin Labs, AMS, and their related companies, and for more complete details about the bar date and proof of claim process, please visit the bankruptcy court website at [www.usbankruptcycourts.gov](http://www.usbankruptcycourts.gov) or call 877-543-1878 (Toll-Free) or 929-243-4880 (International).

WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo, certain of its subsidiaries, all of its assets, or an affiliate and/or product (in the bankruptcy case) and related to approved by the bankruptcy court. Endo is seeking relief that the sale will be the best deal of all claims, fair, and reasonable.

If you disagree with the proposed sale or want to object to the sale, you should file a proof of claim by the deadline of July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). Any party in interest who files to object to the sale and any other objection by the subject should file the claim against Endo's assets. If the sale is approved, objections will not be considered and you will not be able to file a claim against Endo's assets.

Example: If you have a claim against Endo's assets, you should file a proof of claim by the deadline of July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). If you do not file a proof of claim by the deadline, you will not be able to file a claim against Endo's assets. A claim against Endo's assets can be filed by calling 877-543-1878 (Toll-Free) or 929-243-4880 (International).

IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

CALL: 877-543-1878 (Toll-Free) WRITE: Endo International plc  
929-243-4880 (International) Claims Processing Center  
171 Kroll Research Administration LLC  
Grand Central Station, P.O. Box 4850  
EMAIL: EndoInquiries@Kroll.com New York, NY 10163-4850



HEFFEL FINE ART AUCTION HOUSE  
AUCTION TOMORROW  
Thursday, May 25, 2023  
Bid registration and streaming at Heffel.com  
Live Auction Video Entertainment 4:30 pm ET  
Post-War & Contemporary Art 7:15 pm ET  
Canadian Impressionist & Modern Art 7 pm ET

AVIS DE PROCÉDURE LÉGALE

**SI VOUS, UN ENFANT À CHARGE OU UN AUTRE ÊTRE CHER AVEZ ÉTÉ LÉSÉS PAR ENDO OU PAR L'UNE DE SES SOCIÉTÉS AFFILIÉES, Y COMPRIS PALADIN LABS ET AMS, OU LEURS PRODUITS, Y COMPRIS LEURS OPIOÏDES OU UN MAILLAGE TRANSVAGINAL, VOS DROITS PEUVENT ÊTRE TOUCHÉS PAR LES ÉCHÉANCES DANS LA FAILLITE D'ENDO.**

La date de tombée pour introduire une action devant un tribunal dans le cadre de la faillite est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur).

La date d'échéance pour s'opposer à la vente d'Endo est le 7 juillet 2023 à 16 h (heure de l'Est en vigueur).

**QU'EN EST-IL EXACTEMENT ?**

Le 10 juin 2022, Endo International plc et certaines de ses sociétés affiliées ont présenté au tribunal des Juges des Tribunaux du district Sud de New York une demande de protection en vertu de la loi sur les faillites. Certaines des sociétés affiliées d'Endo, y compris Paladin Labs et American Medical Systems (AMS), ont produit et/ou vendu entre autres des médicaments de marque à base d'opioïdes (y compris, sans toutefois s'y limiter, ABSTRAL<sup>®</sup>, DARVON-N<sup>®</sup>, METADOL<sup>®</sup>, METADOL-30<sup>®</sup>, NUCYNTA<sup>®</sup>, IR NUCYNTA<sup>®</sup>, Exemulad-Beleaze, Ultracet<sup>®</sup> (libération prolongée), STALEX<sup>®</sup> et TRIDURAL<sup>®</sup>) de même qu'un maillage transvaginal. Cet avis vise à vous informer de vos droits dans cette faillite en ce qui concerne la date de tombée, le processus de preuve de réclamation et la proposition de vente de presque tous les actifs d'Endo.

**QU'EST-CE QU'UNE RÉCLAMATION ?**

Une « réclamation » est le droit de demander un paiement ou un autre dédommagement. Si vous, un enfant à charge ou un autre être cher avez été lésés par Endo ou une des sociétés affiliées, y compris Paladin Labs et AMS, ou leurs produits, y compris leurs opioïdes ou un maillage transvaginal, vous pouvez présenter une réclamation contre une ou plusieurs de ces entités. Pour présenter une réclamation, vous devez soumettre une preuve de réclamation dans le cadre de la faillite. Vous pouvez présenter une réclamation en votre nom, au nom d'un enfant à charge (y compris un enfant dans l'utérus) ou au nom d'un membre de votre famille décédé ou invalide. Voici quelques exemples de réclamations pouvant être présentées sous la faillite d'Endo :

- > **Réclamations concernant des opioïdes :** réclamation pour décès, un attachement malfaisif ou une dépendance, une perte de salaire, une privation de compagnie conjugale, un syndrome d'abstinence néonatale (parfois référé en tant que « SAN »), pour n'en citer que quelques-unes.
- > **Réclamations concernant un maillage transvaginal :** entre autres, des réclamations pour des douleurs, de l'infection, des saignements de la zone pelvienne.

**QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA DATE DE TOMBÉE ET DU PROCESSUS DE PREUVE DE RÉCLAMATION ?**

La date d'échéance de votre preuve de réclamation est appelée une date de tombée. La date de tombée, ou la date d'échéance pour soumettre votre preuve de réclamation est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur). Si vous ne soumettez par votre de réclamation d'ici la date d'échéance, vous perdez tous les droits que vous pourriez avoir d'obtenir un paiement ou un dédommagement. Vous devez présenter un formulaire de preuve de réclamation qui doit être reçu d'ici la date de tombée. Un formulaire de preuve de réclamation peut être rempli par vous, par un tuteur légal, par des survivants ou par des membres de la famille d'une personne décédée ou invalide. Vous n'avez pas besoin d'un avocat pour présenter une preuve de réclamation pour vous-même.

Pour obtenir une liste plus complète des entreprises et des produits fabriqués et/ou vendus par Endo, Paladin Labs, AMS, et par leurs sociétés affiliées, et pour obtenir de détails plus complets sur la date de tombée et sur la manière de présenter une réclamation confidentielle de dommages corporels, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le 877-542-1878 (sans frais) ou le 929-284-1688 (international).

**QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA VENTE ?**

Endo a l'intention de vendre volontairement tous ses actifs dans une vente aux enchères et d'autoriser votre souscription de l'approbation du tribunal des faillites. Endo cherche à trouver un recours dans le fait que la vente la libère de tous les liens, engagements et réclamations.

Si vous êtes en désaccord avec la vente proposée, vous devez vous y opposer par écrit, afin que votre objection soit reçue au plus tard le 7 juillet 2023 à 16 h (heure de l'Est en vigueur). Toute partie intéressée qui ne présente pas ou ne signe pas correctement son objection à la date d'échéance peut perdre sa réclamation à l'égard des actifs d'Endo si la vente est approuvée. Le tribunal recevra toutes les objections qui ne sont pas présentées ou signées correctement.

Pour accéder aux détails complets sur la proposition de vente, y compris toute vente aux enchères pour les actifs d'Endo, la date de l'audience pour l'approbation de la vente, de même qu'à des instructions sur la manière de présenter une objection, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le 877-542-1878 (sans frais) ou le 929-284-1688 (international).

**SI VOUS AVEZ DES QUESTIONS OU SI VOUS SOUHAITEZ OBTENIR DES INFORMATIONS SUPPLÉMENTAIRES :**

Composez le : 877-542-1878 (sans frais)  
929-284-1688 (international)  
Envoyez un courriel à : [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)  
Visitez le site : [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html)  
Écrivez à : Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850, New York, NY 10163-4850



**Un travailleur survit après avoir été écrasé par une pelle mécanique**

Un travailleur a subi d'horribles blessures lorsqu'une énorme pelle mécanique lui est passée sur le corps, hier matin, dans le secteur d'Outremont. L'accident de travail s'est produit vers 8 h, sur le chantier de construction de l'agrandissement de l'école Paul-Gérin-Lajoie. Pour une raison encore inconnue, l'opérateur d'une pelle mécanique a roulé sur l'un de ses collègues, lui infligeant de très graves blessures aux membres inférieurs. La victime a été transportée d'urgence à l'hôpital. Après avoir craint pour sa vie, les autorités ont indiqué qu'il était hors de danger en fin de journée hier.

Montréal

**Communauto prend de l'expansion**

AGENCE QMI | Plus de voitures et des zones de stationnement ajoutées, Communauto a vu plus grand cette année afin de satisfaire à la demande toujours plus importante à Montréal. L'entreprise d'autopartage a fait part hier de plusieurs nouveautés qui

seront mises en place dès les prochaines semaines. Ainsi, le parc de voitures s'agrandit cette année avec 885 véhicules, qui s'ajoutent à la flotte déjà en circulation. Sur ce total, 770 véhicules seront disponibles avec une réservation en station et 115 en FLUX. À titre de comparaison, Communauto n'avait pu se procurer que 550 automobiles l'an passé en raison des difficultés d'approvisionnement.

**PROJET PILOTE**

Un projet pilote de 90 nouvelles « stations-zones » sera aussi lancé cette année pour donner plus de marge de manœuvre aux clients.

Les voitures seront disponibles dans la rue avec des vignettes de stationnement comme les Communauto PLEX, mais pourront être réservées jusqu'à un mois d'avance. Elles seront garées dans une aire de 500 mètres sur 500 mètres.

« Ça permet au client de savoir que la voiture va se trouver dans une zone suffisamment petite pour ne pas marcher une distance folle pour aller chercher sa voiture », a expliqué Benoît Robert, président de Communauto, en point de presse.

**ALBI ÉQUITÉ .COM**

**Vous voulez connaître la valeur et l'équité de votre véhicule?**

**Quand vendre votre véhicule?**

**1-855-474-7502**  
ou sur le web  
**ALBIEQUITE.COM**

**C'est simple et gratuit!**  
**ON VOUS ATTEND!**

# « Rien à cacher » sur le référendum de 1995

## Legault veut que l'information soit rendue publique

**AGENCE QMI | François Legault est d'accord avec la proposition du Parti Québécois de dévoiler les documents de l'enquête sur le référendum de 1995, mais il veut d'abord s'assurer de ce que le gouvernement a le droit de faire.**

« Moi, je suis d'accord qu'on aille au fond du dossier. On n'a rien à cacher », a-t-il dit, hier, en réponse à la question d'un journaliste qui lui demandait son avis sur la proposition de Paul St-Pierre Plamondon de déclassifier toutes les informations obtenues dans le cadre de la commission Grenier, qui a enquêté en 2001 sur les activités d'Optim Canada, le camp du « Non », avant le référendum de 1995.

Le chef péquiste dit avoir reçu un avis juridique confirmant que le gouvernement a le pouvoir de déclassifier ces documents en adoptant une loi.

François Legault, lui, soutient qu'il faut d'abord examiner ce que le gouvernement a le droit de faire.

« Il faut évidemment parler avec le directeur général des élections, il faut regarder

aussi les contraintes qu'a mises le commissaire Grenier », a affirmé le premier ministre du Québec.

« Mais moi, ce que je souhaite, c'est que toute l'information possible soit rendue publique ».

Paul St-Pierre Plamondon a soutenu que le dévoilement de l'enquête sur le référendum de 1995 pourrait « changer l'avenir ».



FRANÇOIS LEGAULT  
Premier ministre  
du Québec

### LES AUTRES PARTIS

Selon lui, si le référendum de 1995 « a bel et bien eu lieu sous le signe de la fraude et des manœuvres malhonnêtes », la légitimité de l'option souverainiste s'en trouverait renforcée.

Le Parti Québécois déposera aujourd'hui une motion pour demander à tous les partis de soutenir une loi qui demanderait de déclassifier les documents de la commission Grenier.

Le porte-parole de Québec solidaire, Gabriel Nadeau-Dubois, a dit que son parti appuiera l'initiative du PQ.

Quant au chef intérimaire du Parti libéral du Québec, il n'a pas voulu se prononcer, prétextant qu'il veut d'abord voir le texte précis de la motion.



## GRAND INVENTAIRE DE MATÉRIEL D'ÉLECTRICITÉ

**VENDU PAR LOT**

**F.X. Pantou Ltée - 8950 rue Wellington, Verdun**

Après 36 années d'existence, cette entreprise de renom et sur plusieurs générations, prend sa retraite.

**TOUT DOIT ÊTRE VENDU PLUS DE 4 000 PIEDS CARRÉS D'INVENTAIRE**

- Grand inventaire de matériel et de réservoirs pour entrepreneurs électriciens
- Ameublement et accessoires variés de bureau
- Matériel de rack'ing pour inventaire, stockage et classement

Si de bonnes entreprises sont intéressées par l'opportunité, nous serions heureux de vous rencontrer.

Veuillez contacter : Jean au 514-758-2544

# SCOOP

**DEVENEZ CITOYEN-REPORTER**

Transmettez-nous vos photos et vos vidéos 1 800 63SCOOP

[jdm-scoop@quebecormedia.com](mailto:jdm-scoop@quebecormedia.com)

### AVIS DE PROCÉDURE LÉGALE

**SI VOUS, UN ENFANT À CHARGE OU UN AUTRE ÊTRE CHER AVEZ ÉTÉ LÉSÉS PAR ENDO OU PAR L'UNE DE SES SOCIÉTÉS AFFILIÉES, Y COMPRIS PALADIN LABS ET AMS, OU LEURS PRODUITS, Y COMPRIS LEURS OPIOIDES OU UN MAILLAGE TRANSVAGINAL, VOS DROITS PEUVENT ÊTRE TOUCHÉS PAR LES ÉCHÉANCES DANS LA FAILLITE D'ENDO.**

La date de tombée pour introduire une action devant un tribunal dans le cadre de la faillite est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur).

La date d'échéance pour s'opposer à la vente d'Endo est le 7 juillet 2023 à 16 h (heure de l'Est en vigueur).

### QU'EN EST-IL EXACTEMENT ?

Le 10 août 2022, Endo International plc et certaines de ses sociétés affiliées ont présenté au tribunal des faillites des États-Unis du district Sud de New York une demande en protection vis-à-vis de la loi sur les faillites. Certaines des sociétés affiliées d'Endo, y compris Paladin Labs et American Medical Systems (AMS), ont produit et/ou vendu entre autres des médicaments de marque à base d'opioïdes (y compris, sans toutefois s'y limiter, ABSTRAL, DARVON-N, METADOL, METADON, DE-NUCYNIA, B, NUCYNIA, Examen-Releve (libération prolongée), STAXEN et TRIDURAL) et/ou du matériel de maillage transvaginal. Ce avis vise à vous informer de vos droits dans cette faillite en ce qui concerne la date de tombée, le processus de preuve de réclamation et la proposition de vente de presque tous les actifs d'Endo.

### QU'EST-CE QU'UNE RÉCLAMATION ?

Une « réclamation » est le droit de demander un paiement ou un autre dédommagement. Si vous, un enfant à charge ou un autre être cher avez été lésés par Endo ou l'une de ses sociétés affiliées, y compris Paladin Labs et AMS, ou leurs produits, y compris leurs opioïdes ou un maillage transvaginal, vous pouvez présenter une réclamation contre une ou plusieurs de ces sociétés. Pour présenter une réclamation, vous devez soumettre une preuve de réclamation dans le cas de faillite. Vous pouvez présenter une réclamation en votre nom, au nom d'un enfant à charge (y compris un enfant sans l'autorisation d'un tuteur) ou des opioïdes ou un membre de votre famille (y compris un invalide). Voici quelques exemples de réclamations pouvant être présentées dans la faillite d'Endo :

- **Réclamations concernant des opioïdes** : (y compris pour des douleurs chroniques) ou leur dépendance, une perte de salaire, une privation de compagnie conjugale, un syndrome d'abandonnement néonatal (pour les enfants nés avant le 5 JAN 17), pour s'être vu voler que quelques-uns.
- **Réclamations concernant un maillage transvaginal** : entre autres, des réclamations pour des douleurs, de l'infection, des saignements de la zone pévénienne.

### QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA DATE DE TOMBÉE ET DU PROCESSUS DE PREUVE DE RÉCLAMATION ?

La date d'échéance de votre preuve de réclamation est appelée une date de tombée. La date de tombée ou la date d'échéance pour soumettre votre preuve de réclamation est le 7 juillet 2023 à 17 h (heure de l'Est en vigueur). Si vous ne soumettez pas votre réclamation à la date d'échéance, vous perdez tous les droits que vous pourriez avoir d'obtenir un paiement ou un dédommagement. Vous devez présenter un formulaire de preuve de réclamation qui doit être reçu à la date de tombée. Un formulaire de preuve de réclamation peut être rempli par vous, par un tuteur légal, par des avocats ou par les membres de la famille d'une personne décédée ou invalide. Vous n'avez pas besoin d'un avocat pour présenter une preuve de réclamation pour vous-même.

Pour obtenir une liste plus complète des entreprises et des produits fabriqués et/ou vendus par Endo, Paladin Labs, AMS, et par leurs sociétés affiliées, et pour obtenir de plus amples renseignements sur la manière de présenter une réclamation, contactez le directeur corporatif, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le 877-542-1878 (sans frais) ou le 939-284-1688 (international).

### QUE DEVEZ-VOUS SAVOIR AU SUJET DE LA VENTE ?

Envisageant la possibilité de vendre certains (tous) les actifs dans une vente aux enchères et/ou une vente aux enchères de l'approbation du tribunal des faillites, Endo cherche à inviter ses créanciers dans le fait que la vente la libérera de tous les liens, engagements et réclamations.

Si vous êtes en accord avec la vente proposée, vous devez voter et approuver par écrit, avec votre représentant autorisé au plus tard le 7 juillet 2023 à 16 h (heure de l'Est en vigueur). Toute partie intéressée qui ne présente pas et ne signifie pas correctement son objection à la date d'échéance peut perdre sa réclamation à l'égard des actifs d'Endo si la vente est approuvée. Le tribunal des faillites des États-Unis peut également approuver une vente aux enchères et/ou une vente aux enchères.

Pour accéder aux détails complets sur la proposition de vente, y compris une certaine encluse pour les actifs d'Endo, la faillite, contactez le directeur corporatif de la faillite, demandez que des renseignements sur la manière de présenter une objection, veuillez visiter le site [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html) ou composer le 877-542-1878 (sans frais) ou le 939-284-1688 (international).

### SI VOUS AVEZ DES QUESTIONS OU SI VOUS SOUHAITEZ OBTENIR DES INFORMATIONS SUPPLÉMENTAIRES :

Composez le : 877-542-1878 (sans frais)  
929-284-1688 (international)

Envoyez un courriel à : [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

Visitez le site : [EndoClaims.com/ca-fr/index-ca-fr.html](http://EndoClaims.com/ca-fr/index-ca-fr.html)

Écrivez à : Endo International plc Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850, New York, NY 10163-4850

# Exhibit G

# ENDO INTERNATIONAL PLC

Canada Social Media

You, a child in your care, or other loved ones may have a claim in the Endo bankruptcy if harmed by Endo, AMS, Paladin Labs, or a related company or their products including transvaginal mesh and opioids.



ENDOCLAIMS.COM

File a claim by July 7. Object to Endo's sale by July 7  
Court Authorized Notice

[Learn more](#)

You, a child in your care, or other loved ones may have a claim in the Endo bankruptcy if harmed by Endo, AMS, Paladin Labs, or a related company or their products including transvaginal mesh and opioids.



ENDOCLAIMS.COM

File a claim by July 7. Object to Endo's sale by July 7  
Court Authorized Notice

[Learn more](#)

# Exhibit H

# IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PALADIN LABS AND AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.

Français Français

---

NEWS PROVIDED BY

**Kroll Restructuring Administration LLC →**

25 Apr, 2023, 10:27 ET

---

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).**

**The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (prevailing Eastern Time).**

NEW YORK, April 25, 2023 /CNW/ -- The following is being issued by Kroll Restructuring Administration LLC.

## **WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates, including Paladin Labs and American Medical Systems (AMS), manufactured and/or sold, among other things, branded opioid medications (including but not limited to ABSTRAL<sup>®</sup>, DARVON-N<sup>®</sup>, METADOL<sup>®</sup>, METADOL-D<sup>®</sup>, NUCYNTA<sup>®</sup> IR, NUCYNTA<sup>®</sup> Extended-Release, STATEX<sup>®</sup>, and TRIDURAL<sup>®</sup>) and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**



## WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Paladin Labs or AMS, or their products, including opioids or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- Opioid Claims: Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- Transvaginal mesh claims: Claims for pelvic pain, infection, bleeding, among others.

## WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, Paladin Labs, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com](https://EndoClaims.com) or call 877.542.1878 (Toll-Free) or 929.284.1688 (International).

## WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale **will** be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at **EndoClaims.com** or by calling **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

<b>Call:</b>	877.542.1878 (Toll-Free) 929.284.1688 (International)
<b>Write:</b>	Endo International plc Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Visit:</b>	EndoClaims.com/CA
<b>Email:</b>	EndoInquiries@ra.kroll.com

SOURCE Kroll Restructuring Administration LLC

For further information: Linda Huss, [media.relations@endo.com](mailto:media.relations@endo.com)

SI VOUS, UN ENFANT DONT VOUS AVEZ LA GARDE OU UN AUTRE ÊTRE CHER AVEZ SUBI UN PRÉJUDICE DE LA PART D'ENDO OU D'UNE ENTREPRISE APPARENTÉE, Y COMPRIS PALADIN LABS ET AMS, OU DE LEURS PRODUITS, Y COMPRIS LES OPIOÏDES OU LE MAILLAGE TRANSVAGINAL, VOS DROITS POURRAIENT ÊTRE TOUCHÉS PAR LES ÉCHÉANCES PRÉVUES DANS LA FAILLITE D'ENDO. English

---

NOUVELLES FOURNIES PAR

**Kroll Restructuring Administration LLC →**

25 avr, 2023, 10:27 ET

---

**La date limite pour présenter une réclamation en cas de faillite est le 7 juillet 2023, à 17 h (heure normale de l'Est).**

**La date limite pour s'opposer à la vente d'Endo est le 7 juillet 2023, à 16 h (heure normale de l'Est).**

NEW YORK, 25 avril 2023 /CNW/ - Ce qui suit est émis par Kroll Restructuring Administration LLC.

### **DE QUOI EST-IL QUESTION?**

Le 16 août 2022, Endo International plc et certaines de ses sociétés affiliées ont déposé une demande de faillite en vertu du chapitre 11 devant le Tribunal de la faillite des États-Unis pour le district sud de New York. Certaines filiales d'Endo, dont Paladin Labs et American Medical Systems (AMS), ont fabriqué et/ou vendu, entre autres, des médicaments opioïdes de marque (notamment ABSTRAL<sup>MD</sup>),

DARVON-N<sup>MD</sup>, METADOL<sup>MD</sup>, METADOL-D<sup>MD</sup>, NUCYNTA<sup>MD</sup> IR, NUCYNTA<sup>MD</sup> à libération prolongée, STATEX<sup>MD</sup> et TRIDURAL<sup>MD</sup>) et des maillages transvaginaux. **Le présent avis a pour but de vous informer de vos droits dans le cadre de cette faillite en ce qui concerne la date d'expiration de la réclamation et le processus de preuve de réclamation et la vente proposée par Endo de la quasi-totalité de ses actifs.**

## **QU'EST-CE QU'UNE RÉCLAMATION?**

Une « réclamation » signifie le droit de demander un paiement ou une autre indemnisation. Si vous, un enfant dont vous avez la garde ou un autre être cher avez subi un préjudice de la part d'Endo ou d'une entreprise apparentée, y compris Paladin Labs ou AMS, ou de leurs produits, y compris les opioïdes ou le maillage transvaginal, vous pouvez avoir une réclamation contre une ou plusieurs de ces entités. Pour faire une réclamation, vous devrez présenter une preuve de réclamation dans le cas de la faillite. Vous pouvez présenter une demande de règlement en votre nom, au nom d'un enfant dont vous avez la garde (y compris un enfant exposé aux opioïdes dans l'utérus), ou d'un parent décédé ou handicapé. Voici des exemples de réclamations qui peuvent être déposées dans le cadre de la faillite d'Endo :

- **Demandes relatives aux opioïdes** : Les réclamations pour décès, toxicomanie ou dépendance, perte de salaire, perte de consortium ou syndrome d'abstinence néonatale (parfois appelé « SAN »), entre autres.
- **Allégations de maillage transvaginal** : Réclamations pour douleurs pelviennes, infections, saignements, entre autres.

## **QUE DEVEZ-VOUS SAVOIR SUR LA DATE DE D'EXPIRATION DE LA RÉCLAMATION ET LA PROCÉDURE DE DEMANDE D'INDEMNISATION?**

**La date limite pour présenter une preuve de demande de règlement est appelée « date limite ».** **La date** limite pour présenter votre preuve de réclamation **est le 7 juillet 2023, à 17 h (heure de l'Est).** Si vous ne présentez pas de preuve de réclamation avant la date limite, vous perdrez tout droit que vous pourriez avoir de demander un paiement ou une indemnisation. Vous devez produire un formulaire de preuve de réclamation pour qu'il soit effectivement reçu avant la date d'expiration de la réclamation. Un formulaire de preuve de réclamation peut être rempli par vous, un tuteur légal, des survivants ou des parents de personnes décédées ou handicapées. Vous n'avez pas besoin d'un avocat pour déposer une preuve de réclamation pour vous.

Pour obtenir une liste plus complète des entreprises et des produits pertinents fabriqués et/ou vendus par Endo, Paladin Labs, AMS et leurs sociétés apparentées, et pour obtenir des détails plus complets sur la date d'expiration de la réclamation et des instructions sur la façon de déposer une demande confidentielle de réclamation pour préjudice personnel, visitez **EndoClaims.com** ou composez le **877.542.1878 (sans frais)** ou le **929.284.1688 (international)**.

### QUE FAUT-IL SAVOIR SUR LA VENTE?

Endo a l'intention de vendre la quasi-totalité de ses actifs dans le cadre d'un processus de vente aux enchères dans l'affaire de faillite et sous réserve de l'approbation du tribunal de la faillite. **Endo demande réparation pour que la vente soit libre et exempte de toute réclamation, privilège et charge.**

Si vous n'êtes pas d'accord avec le plan, vous pouvez vous y opposer par écrit. Votre avis d'opposition doit être reçu au plus tard le **7 juillet 2023, à 16 h, heure de l'Est. Toute partie dans l'intérêt qui omet de déposer et de signifier son opposition avant la date limite d'opposition peut perdre sa réclamation contre les actifs d'Endo si la vente est approuvée.** Les avis d'opposition qui ne sont pas déposés et signifiés en bonne et due forme pourraient ne pas être examinés par la cour des faillites.

Tous les détails sur la vente proposée, y compris toute vente aux enchères des biens d'Endo, la date de l'audience pour examiner la vente et les instructions sur la façon de déposer une opposition, sont disponibles sur **EndoClaims.com** ou en composant le **877.542.1878 (sans frais)** ou le **929.284.1688 (international)**.

### **SI VOUS AVEZ DES QUESTIONS OU SI VOUS SOUHAITEZ OBTENIR DES RENSEIGNEMENTS SUPPLÉMENTAIRES :**

<b>Composez le :</b>	877,542-1878 (sans frais) 929,284-1688 (numéro de téléphone international)
<b>Écrivez à :</b>	Endo International plc Claims Processing Center a/s de Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Consultez le site :</b>	EndoClaims.com/CA
<b>Courriel :</b>	EndoInquiries@ra.kroll.com

SOURCE Kroll Restructuring Administration LLC

<b>Language</b>	<b>Media Type</b>	<b>Industry</b>	<b>Outlet Name</b>
English	Online	Media & Information	Yahoo! Finance Canada
English	Online	Media & Information	Yahoo! Finance
English	Online	Media & Information	Yahoo! Finance
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	Media & Information	WFMZ-TV IND-69 [Allentown, PA]
English	Online	General	User Walls
English	Online	General	User Walls
English	Online	Travel & Leisure	Rivers of Living Water Mission - Home Page
English	Online	Media & Information	PR Newswire
English	Online	Media & Information	PR Newswire
English	Online	Media & Information	One News Page Global Edition
English	Online	Media & Information	One Caribbean Television
English	Online	Media & Information	Newswire.ca
English	Online	Media & Information	Masthead
English	Online	Media & Information	IANS [Indo-Asian News Service]
English	Online	General	Fav of Canada
English	Online	General	Daily Guardian - Canada
English	Online	Financial	CEO.CA
English	Online	General	Canadian Trends
English	Online	General	Canadian Reviews
English	Online	Policy & Public Interest	Canadian Journalism Forum on Violence and Trauma
English	Online	Media & Information	Canadian Business Journal
English	Online	Financial	Benzinga
English	Online	Media & Information	AsiaOne.com
English	Online	Medical/Healthcare	About Pain
French	Online	General	Tolerance.ca
French	Online	Media & Information	Newswire.ca
French	Online	Media & Information	L'annonceur.ca

# Exhibit I

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).

The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

**WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html) or call 929.284.1688 (International).

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html) or by calling 929.284.1688 (International).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

CALL: 929.284.1688 (International)

VISIT: [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html)

EMAIL: [EndoInquiries@ra.krroll.com](mailto:EndoInquiries@ra.krroll.com)

WRITE: Endo International plc  
Claims Processing Center  
c/o Krroll Restructuring Administration LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850

# Mayors plead for heavy levy to be lifted



**Alexi Demetriadi**

NSW's mayors are united in their opposition to an emergency services levy hike, warning Chris Minns that ratepayers and services will suffer if the strain on councils' purse strings is not eased.

The decision to hike the Emergency Services Levy – which funds NSW's emergency services, paid by insurance premiums, local councils and the state government – was instigated by the previous administration, as was the scrapping of subsidies to offset the levies.

NSW's 128 councils will collectively contribute \$219 million to the levy in 2023-24, \$77 million more than the current financial year.

One council said they found out when they received an invoice last month while others have been ripping up budgets after the state government confirmed it would enforce the cost rise and not resume the subsidies.

City of Sydney Lord Mayor Clover Moore revealed her council would have to fork out about \$6.6 million, including \$2.2 million in new costs.

"It's a blatant cost shift, an imposition on councils to help the state government," she said. "It will significantly impact our capacity to deliver services and infrastructure."

The concerns aren't contained to Sydney. Lismore mayor Steve Krieg blasted the move. "If we're forced to pay an extra \$390,000 that's money that can't be spent on flood recovery," he said.

"We'd have to remove something from the budget."

In Tweed the move has made a difficult situation "impossible – we're in a flood recovery and now we're getting



Tweed Shire Council Mayor Chris Cherry is one of many furious at the extra money councils have been asked to find. Picture: Matt Roberts

an extra cost," mayor Chris Cherry said, adding council would need to find about \$550,000 in the budget.

"The state government has made it incredibly hard."

Coffs Harbour mayor Paul Amos said council didn't get a warning but received an invoice in late April.

"It came out the blue," he said. "We followed the IPART increase process, which would generate about \$850,000, and now about \$700,000 of that will disappear."

Wagga mayor Dallas Tout called the unexpected hike "horrendous".

"Something will have to give, whether that's libraries or roads," he said.

Mr Tout explained council had made plans for a 40 per cent rise – an extra \$1.4 million. "But it was 60 per cent, an extra \$1.6 million," he said. "We have until June to find \$200,000 – it has not been a good start for relations between local and state governments."

A state government spokesman blamed the previous administration.

"The contributions made by councils to emergency services are determined through legislative requirements – these requirements have not changed," he said. "The government did not have the time to engage with the process without jeopardising the funding arrangements for emergency services."

## Edible insects are on the menu

Insects, for many, are often associated with fear, disgust, or at best, the subject of a dare on a reality TV show.

Yet, a large portion of the global population regularly consumes insects, both knowingly and unknowingly, as part of their diet.

The Food and Agriculture Organisation (FAO) of the United Nations has estimated that insects form part of the traditional diets of at least two

billion people worldwide.

As we strive for more sustainable food production, insects are increasingly seen as a viable solution due to their high protein content, efficient conversion of feed into edible body mass, and lower environmental footprint compared with traditional livestock.

One Sydney home delivery service has been using bugs such as crickets in their patties since last year.



A cricket patty.

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).

The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

**WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html) or call 929.284.1688 (International).

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html) or by calling 929.284.1688 (International).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

- CALL: 929.284.1688 (International)
- VISIT: [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html)
- EMAIL: [EndoInquiries@ra.krroll.com](mailto:EndoInquiries@ra.krroll.com)
- WRITE: Endo International plc  
Claims Processing Center  
c/o Krroll Restructuring Administration LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850



Chris Pratt returns in Guardians of the Galaxy Vol. 3.

# Guardians unseat Mario

Marvel's Guardians of the Galaxy Vol. 3 trounced the competition for the second straight weekend in North American theatres, earning \$US60.5m (\$90.8m) for a global haul topping half a billion dollars, industry watcher Exhibitor Relations reported on Sunday.

The latest tale of oddball intergalactic mercenaries again stars Chris Pratt, Zoe Saldana, Dave Bautista,

Bradley Cooper and Vin Diesel – this time on a mission to save comrade Rocket Raccoon from a scientist intent on removing his brain.

Guardians had unseated Universal's The Super Mario Bros. Movie from the top spot the week before but the video game-based Mario, which has now earned more than \$US1.2bn worldwide, remained firmly in second spot in its sixth week out.

# A study in how to hit housing

## International students 'add to crisis'

John Masanauskas

Federal Labor migration policies to boost the influx of foreign students are worsening Melbourne's housing crisis, a population expert says.

Australian Population Research Institute president Bob Birrell has hit out at government and migration advocates who claim that high migrant intakes are not the main cause of the crisis.

Dr Birrell said the government had found "experts" who wrongly claimed young overseas students and other temporary migrants would squeeze into existing housing.

"Young adult migrants don't have families here to squeeze in with," he said.

"They compete for housing in the lower priced rental and outer suburban housing markets that young local Australians are trying to access."

Dr Birrell said high migration cities Melbourne and

Sydney were the worst affected because their proportions of residents aged in their late 20s and 30s was far higher than in the rest of Australia.

"This concentration reflects earlier waves of temporary migrants, and it is a surge that will be repeated over the next few years as the latest waves of such migrants enter these age groups," he said.

With net overseas migration expected to reach 715,000 people over two years, federal Treasurer Jim Chalmers said migrant forecasts in his latest budget were not a target or de-liberate policy.

However, Dr Birrell accused the government of ignoring previous research and even its own recent migration inquiry that confirmed temporary migrants, especially students, were the main drivers of the population surge.

"It has prioritised bringing in overseas temporary workers, and it has continued previous

Coalition policies to motivate universities to act as the recruiting agents for most of these workers," he said.

"The Albanese government has also increased incentives for overseas students to enrol by making it easier for them to stay on and work in Australia. This is the main motive for most to select Australian unis."

Migration and the housing crisis have become a political issue, with Dr Chalmers accusing Opposition Leader Peter Dutton of being "divisive and dishonest" on population.

Asked last week if he thought Mr Dutton was "dog whistling" or if he "had a point" about cutting Australia's migration intake until housing infrastructure was shored up, Dr Chalmers said Mr Dutton should vote for Labor's Housing Australia Future Fund.

Dr Birrell said Mr Dutton had expressed legitimate concerns about high intakes.

[john.masanauskas@news.com.au](mailto:john.masanauskas@news.com.au)

# Average Aussies are adventurous eaters

Research into the nation's eating habits reveals how adventurous Australians really are when it comes to food.

The HelloFresh analysis showed more than half (57 per

cent) of Australians have been brave enough to try pate, and a quarter (25 per cent) have tried black pudding.

When presented with 20 adventurous ingredients,

including foods such as kimchi, chilli chocolate and pate, Tasmania was found to have the most adventurous eaters, with residents having tried 74 per cent of the listed foods.

**APOLOGY**

We're sorry.

You might have noticed that we made a mistake in the Woolworths Catalogue, on sale the 10th May 2023. The Finish Ultimate Pro Dishwasher Tablets Pk 46 on page 30 is incorrectly featured as only available at Woolworths. This is not a product that is only sold at Woolworths stores.

We apologise for any inconvenience caused.

**Woolworths** 

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).

The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

**WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is **July 7, 2023, at 5:00 p.m. (U.S. Eastern Time)**. If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html) or call **929.284.1688 (International)**.

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (U.S. Eastern Time)**. Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html) or by calling **929.284.1688 (International)**.

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

- CALL:** 929.284.1688 (International)
- VISIT:** [EndoClaims.com/au/index-au.html](http://EndoClaims.com/au/index-au.html)
- EMAIL:** [EndoInquiries@ra.krroll.com](mailto:EndoInquiries@ra.krroll.com)
- WRITE:** Endo International plc  
Claims Processing Center  
c/o Krroll Restructuring Administration LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850

**NEWS**

# Major concerns on tiny plastics

## Focus on food supply, health impact

David Mills

IT'S not just fish: tiny plastic particles are now pervasive across our food supply, according to the CSIRO, raising massive questions about what impact these minuscule fragments have on human health.

In a report released on Friday, CSIRO researchers reveal they have found plastics in the meat, chicken, rice, water, take-away food and drinks, and even fresh produce consumed by Australians every day.

The fragments they found are extremely small – microplastics can be up to 5mm and nanoplastics are no more than 0.0001mm. At that size, there are concerns the fragments can enter the bloodstream and the cells of our bodies, and if they

do so at sufficiently high concentrations the health impacts could be significant.

"Size really matters, because if you have particles that are really small they can easily pass different barriers in the body such as the intestinal barrier, the small pores between the cells, and into your tissue," said CSIRO analytical chemist Dr Jordi Nelis. "There's also proof that nanoparticles can pass the blood barrier in mice and fish – so if it becomes really small then our body is not so adept at eliminating it."

While earlier studies suggested Australians consume the equivalent of a credit card's worth of plastic every week, nobody knows how much plastic you can have in your body before it becomes a problem.

"It's a global effort," Dr Nelis said. "If we can measure at which levels toxicity levels really occur, then we can start thinking about setting up some safety measurements, like these are the maximum levels of microplastics that can be in drinking water or can be in food... get some proper regulation around that to protect the public."

Dr Nelis said plastics enter the human food chain in numerous ways, including manufacturing processes, packaging and in home kitchens.

The report comes a few weeks before delegates from 170 countries meet to continue debate on a global plastics treaty, which could include a ban on all "intentional" microplastics, such as the tiny beads in cosmetics, toothpaste and sunscreen.



Marc du Plessis with the complete set of Penfolds Grange. Picture: Emma Brasler

## Grange collection a corker

David Goldsmith

A complete set of Penfolds Grange is tipped to set a new sales benchmark for the iconic South Australian wine when it goes under the hammer in Adelaide on Sunday.

The collection of 68 bottles – spanning the vintages from 1951 to 2018 – is being sold by Mile End auction house du Plessis on

behalf of a private South Australian enthusiast.

Auctioneer Marc du Plessis expected the rare offering to fetch between \$400,000 and \$500,000, and possibly eclipse the record price of \$431,000 – for 65 vintages – set in 2020.

He said he had sold two other then-complete Grange sets in 2017, with both resulting in "world record" sales. "Every time a set

comes up for sale it beats the record for the previous one," he said.

Mrc du Plessis said the current collection resulted from a farmer's decision to quit smoking.

"He gave up smoking about 25 years ago and then took about a year to decide what he was going to do with the money he was saving – and he decided to collect Grange," he said.



Catherine, Princess of Wales

## Mermaid's swipe at Kate

The latest remake of The Little Mermaid includes what appears to be a dig at the Princess of Wales, according to a reviewer.

After an early screening of the Disney film, the reviewer told Page Six it seemed to draw a number of subtle yet plausible comparisons between Meghan Markle and Prince Harry and the two lead characters, Ariel (who is black in the new movie) and Prince

Eric (who is white). But one scene, in particular, seems to get pretty literal.

"Ariel has sacrificed her voice in order to get to the surface and (meet) Prince Eric. She can't speak so he tries to guess her name," the reviewer said. "His first guess is Diana. His second guess is Catherine, but after (a disgusted) reaction, he (concludes) 'OK, definitely not Catherine.'"

# EXCLUSIVE: \$140m in patient compo, 200 medicos sacked P2

advertiser.com.au | \$2.80

We're for you

Friday, May 19, 2023

# The Advertiser



Police deal with Extinction Rebellion protesters outside the Santos building on Thursday morning. Picture: Supplied

# IDIOT LAW

**Andrew Hough, Todd Lewis, Sean Fewster**

The climate for Extinction Rebellion protesters is heating up, with law-breakers to be hit with up to \$50,000 in fines, jail time and the bills to cover emergency services required to respond to their stunts.

Laws were rushed into parliament with bipartisan support in a snap crackdown after a second day of climate protests in Adelaide.

The measures will mean protesters who "intentionally or recklessly obstruct the public place" face new punishments.

Premier Peter Malinasukas on

Thursday tabled measures first proposed by the Opposition allowing for a maximum three months' jail and fines of up to \$50,000 – from a current \$750 – for protesters who spark community chaos and risk public safety.

Prosecutors would be able to seek court orders for any defendant

to pay "reasonable costs and expenses" of emergency services.

Four protesters were yesterday arrested for throwing paint at and graffitiing the Santos building on Flinders St in the city. A group of about 30 then continued their protests on the steps of parliament.

**FULL REPORT PAGES 4-5**



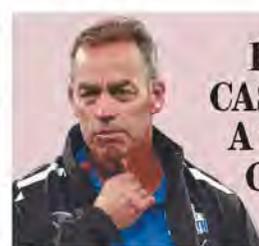
**HOUSTON:  
WE HAVE A  
PROBLEM  
PAGE 11**



**GOING  
NUCLEAR**



**PLUS  
The Advertiser | Sunday Mail  
DEFENDING  
AUSTRALIA  
SPECIAL  
8-PAGE LIFTOUT  
STARTS P41**



**RACISM  
CASE TAKES  
A TOLL ON  
CLARKO  
SPORT**



# Meta condamnée à une amende record de 1,2 milliard d'euros

## Le litige porte sur le transfert de données d'Européens vers les États-Unis

La société Meta, maison mère de Facebook, a été condamnée à une amende record de 1,2 milliard d'euros par la Data Protection Commission (DPC), le régulateur irlandais de la vie privée. Une somme sans précédent à l'échelle de l'Union européenne, qui surpasse de loin celle que l'entreprise Amazon avait été condamnée à verser en juillet 2021, qui était à l'époque de 746 millions d'euros.

La DPC, équivalent irlandais de la Commission nationale de l'Informatique et des libertés (CNIL) en France, reproche au réseau social d'avoir continué à transférer des données personnelles de ses clients européens vers les États-Unis. En 2020, la Cour de justice de l'Union européenne (CJUE) avait estimé que la possibilité réservée aux services de sécurité américains de pouvoir accéder aux données des Européens était incompatible avec le droit de l'Union européenne.

Nick Clegg, responsable des affaires publiques de Meta, a jugé que cette sanction, « injustifiée et inutile », « établissait un dangereux précédent pour les nombreuses entreprises qui transfèrent des données entre les États-Unis et l'UE ». Il a aussi annoncé faire appel de la décision. Max Schrems, l'activiste à l'origine de l'arrêt de la CJUE, s'est déclaré « heureux de cette décision ». « L'amende aurait

pu être plus importante, étant donné que le maximum peut être de quatre milliards et que Meta a enfreint la loi pour faire du profit pendant dix ans », a poursuivi l'expert, faisant référence aux premières démarches pour faire invalider le précédent mécanisme de transfert de données.

Cette décision très attendue de la DPC reproche spécifiquement à Meta d'avoir, pour ce transfert, utilisé à partir de 2020 les « clauses contractuelles types », un mécanisme juridique pour le transfert de données insuffisamment protecteur au regard de la décision de la CJUE. La décision concerne uniquement Facebook et non pas d'autres services de Meta, comme WhatsApp.

### Meta d'effet immédiat

En plus de l'amende, la CNIL irlandaise a ordonné à la plate-forme de cesser tout transfert de données des internautes européens vers les États-Unis à compter du 12 octobre. L'entreprise a par ailleurs jusqu'au 12 novembre pour rapatrier les données des Européens collectées depuis 2020 vers des datacenters situés à l'est de l'Atlantique. Une décision qui ne devrait pas avoir d'effet immédiat, en particulier pour les utilisateurs de Facebook. Dans l'intervalle, il est en effet probable qu'un nouvel accord juridique encadrant le transfert des données

soit trouvé entre les États-Unis et l'Union européenne.

La décision de la DPC – et, au-delà, la compatibilité entre le droit américain et le cadre européen en matière de données personnelles – concerne la plupart des groupes américains des technologies. Par la voix de Nick Clegg, Meta regrette avoir été « citée en exemple par nous-mêmes, les milliers d'entreprises fournissant leurs services en Europe ».

Dans un communiqué, la Computer and Communications Industry Association, un des principaux lobbys du secteur des technologies, a appelé les autorités américaines à appliquer le décret signé en octobre 2022 par Joe Biden. Ce texte est censé donner de nouvelles garanties aux citoyens européens en matière de données personnelles et constitue une étape importante en vue d'un nouvel accord. Il est quasi acquis que ce dernier, une fois adopté, sera attaqué en justice comme ses prédécesseurs. Beaucoup, y compris au sein des grandes entreprises de la « tech », estiment que seule une réforme du droit américain de la surveillance est susceptible de le rendre compatible avec le règlement général sur la protection des données personnelles (RGPD).

Cette décision de la DPC est aussi une date importante dans

l'histoire de cet ambitieux texte sur les données personnelles, dont on fêtera le 25 mai les 5 ans de l'entrée en application. Il a donné à la DPC un pouvoir de régulation très important en mettant en place des « guichets uniques » pour les grandes entreprises du numérique, qui font du régulateur national du pays où se trouve leur siège européen leur unique interlocuteur. L'Irlande, qui accueille ceux d'Alphabet (Google, YouTube), Meta (Facebook, Instagram, WhatsApp) et Microsoft, est donc en première ligne pour enquêter sur les plaintes visant les plus grandes entreprises mondiales du secteur.

Malgré une précédente amende visant Meta (590 millions d'euros en janvier), la CNIL irlandaise est régulièrement critiquée par les défenseurs des données personnelles pour sa timidité. Le projet de décision de la DPC a ainsi été amendé par l'European Data Protection Board, qui regroupe l'ensemble des CNIL européennes, car l'amende initialement proposée avait été jugée trop faible. « Il nous a fallu dix ans de bataille judiciaire contre la DPC pour obtenir ce résultat », a noté Max Schrems. Le régulateur irlandais a tout fait pour éviter cette décision, mais a été systématiquement démenti par la justice et les institutions européennes. ■

OLIVIER CLAUOTIN ET MARTIN INTERSTINGER



**PERTES & PROFITS** | TIKTOK  
PAR PHILIPPE ESCANDE

## Le Montana contre ses ados et la Chine

Au Montana, le ciel est immense, seulement bordé à l'ouest par les montagnes Rocheuses. Mais, manifestement, l'horizon du « Big Sky Country », comme on le surnomme, s'arrête aux frontières de la Chine. De peur qu'à Pékin on ne se délecte des discussions enflammées entre adolescents de billings, sa plus grande ville, le Montana est devenu le premier État américain à interdire TikTok. L'application préférée des moins de 25 ans (60 % de son audience) sera interdite de téléchargement sur tout son territoire à partir du 1<sup>er</sup> janvier 2024. En représailles, la société chinoise a porté plainte officiellement ce lundi 22 mai. Selon le groupe, cette décision enfreint le premier amendement américain sur la liberté de parole.

### Carrière addicte

Comme le spiraling du capitalisme Hadoop, l'affaire TikTok colle aux doigts des politiques américains sans qu'ils sachent comment s'en débarrasser. Donald Trump avait tenté une première fois d'interdire l'application, en août 2020, puis de la faire acheter par une société américaine. Le Congrès américain s'est emparé de l'affaire, a longuement auditionné le PDG de l'application, Shou Zi Chew.

Avec deux griefs. D'une part, les données récoltées par ses 150 millions d'utilisateurs aux États-Unis sont transmises en

Chine. D'autre part, son contenu et son caractère addictif sont de nature à pervertir la jeunesse. De fait, l'application a, depuis plus de deux ans, détrôné Facebook, et même Instagram, dans le cœur des adolescents. Si son contenu n'est pas fondamentalement différent, c'est la nationalité de la société qui provoque cette fièvre. La haine de la Chine est aujourd'hui le seul sujet véritablement transparent aux États-Unis. Ces accusations ne sont pas aussi infondées que ne le proclame son patron.

Dans un article fouillé, Cristina Cridde, journaliste au *Financial Times*, raconte comment elle a été espionnée par l'intermédiaire de son compte TikTok, avec suivi de ses déplacements et de ses communications pour tenter d'identifier les sources internes qui lui donnaient des détails sur les pratiques managériales de l'entreprise. Et aussi sur les échanges de données avec Pékin.

Pourtant, après plus de deux ans d'investives et de poursuites, rien ne se passe à Washington. L'Inde a été le premier État à interdire l'app, en 2020, et plusieurs pays occidentaux l'ont bannie des téléphones des fonctionnaires. Mais toucher aux smartphones des ados est une autre affaire. Il apparaît que cette démondialisation soft, qui touche la culture de toute une génération, est encore plus difficile à réaliser qu'avec les puces électroniques. ■

## L'affairiste irlandais, les riches Russes et les faux passeports

Ambassadeur, agent de footballeurs, investisseur en cryptomonnaie, John Desmond Hanafin, homme d'affaires irlandais de 48 ans, revendique plusieurs costumes. Le Trésor américain vient de lui en faire un nouveau. Dans une note publiée vendredi 19 mai, l'Office of Foreign Assets Control (OFAC), organisme de contrôle financier américain, accuse M. Hanafin d'avoir aidé des ressortissants russes fortunés à obtenir des passeports frauduleux pour échapper aux sanctions mises en place par l'Europe et les États-Unis au début de l'invasion de l'Ukraine par les troupes russes.

L'entrepreneur, domicilié à Dubai, aurait pour cela bénéficié de « l'aide de fonctionnaires corrompus », détaille la note, qui épingle une vingtaine de personnes et une centaine d'entreprises soupçonnées d'avoir tenté « de contourner ou d'échapper aux sanctions et autres mesures économiques contre la Russie ». Le Trésor américain accuse également le chef d'entreprise irlandais d'avoir aidé des fortunes russes à transférer rapidement leurs actifs financiers vers les Émirats arabes unis au début de l'année 2022.

Pour mener à bien ces transactions, l'Irlandais aurait agi par l'intermédiaire de son entreprise installée aux Émirats spécialisée dans la finance offshore. Sur son site Internet, la firme, dénommée Hurrya Private (mot arabe, hurrya peut se traduire par « liberté »), propose à « une clientèle très sélecte » des programmes d'investissements sur mesure pour obtenir la citoyenneté irlandaise, portugaise ou moldave. D'autres entreprises sises à Hongkong et à Chypre appartenant à l'entrepreneur sont également visées par des sanctions américaines.

**L'ENTREPRENEUR, DOMICILIÉ À DUBAI, AURAIT BÉNÉFICIÉ DE « L'AIDE DE FONCTIONNAIRES CORROMPUS »**

Sur les documents publiés par l'Office of Foreign Assets Control figure aussi une adresse de portefeuille numérique au nom de l'homme d'affaires multicasquette. Selon les données gardées en mémoire par la blockchain, près de 4,9 millions de dollars (4,6 millions d'euros) ont transité sur ce compte sous la forme de cryptomonnaie depuis le 18 janvier 2022.

Ce mode de paiement en actifs numériques est prisé par les ressortissants russes depuis la déconnexion de Moscou du système bancaire Swift, au début de mars 2022. Dans un rapport publié en avril, la Banque centrale de Russie envisageait même le recours aux devises numériques pour commercer avec d'autres pays.

Conséquence immédiate de ce signalement : les biens et intérêts de John Desmond Hanafin se trouvent aux États-Unis ou sous le contrôle de ressortissants américains sont réputés bloqués et doivent être signalés à l'OFAC. Les transactions avec M. Hanafin par des citoyens des États-Unis sont également interdites. ■

PIERRE-LOUIS THOMAS

### MENTIONS LÉGALES

**SI L'UN.E DE VOS PROCHE.S OU VOUS-MÊME AVEZ SUBI UN PRÉJUDICE CAUSÉ PAR ENDO OU UNE SOCIÉTÉ APPARENTÉE, Y COMPRIS AMS, OU LEURS PRODUITS, NOTAMMENT LES MAILLES TRANSVAGINALES, VOS DROITS SONT SUSCEPTIBLES D'ÊTRE AFFECTÉS PAR LES ÉCHÉANCES RELATIVES À LA MISE EN FAILLITE D'ENDO.**

La date limite de dépôt des réclamations dans le cadre de la mise en faillite est le 7 juillet 2023 à 17 h 00 (heure de l'Est des États-Unis).  
La date limite de contestation de la vente d'Endo est le 7 juillet 2023 à 16 h 00 (heure de l'Est des États-Unis).

### DE QUOI S'AGIT-IL ?

Le 16 août 2022, Endo International plc et certaines de ses filiales se sont mises en liquidation en vertu du chapitre 11 du Code américain des faillites auprès du tribunal compétent pour le district sud de New York. L'activité d'American Medical Systems (AMS), filiale d'Endo, repose sur la fabrication et/ou la vente de mailles transvaginales. Le présent avis est destiné à vous informer de vos droits dans le cadre de cette mise en faillite, en ce qui concerne la date limite et la preuve de procédure de réclamation, ainsi que la vente proposée par Endo de la quasi-totalité de ses actifs.

### QU'EST-CE QU'UNE RÉCLAMATION ?

Une « réclamation » désigne le droit de demander des dommages-intérêts ou toute autre forme d'indemnisation. Si l'une de vos proches, ou bien vous-même, avez subi un préjudice causé par Endo ou une société apparentée, y compris American Medical Systems (AMS), ou leurs produits, notamment les mailles transvaginales, vous pouvez déposer une réclamation à l'encontre de l'une ou de plusieurs de ces entités. Pour faire une réclamation, vous devrez verser une preuve de réclamation ou dossier de mise en faillite. Vous pouvez déposer une réclamation en votre nom ou au nom d'un proche décédé ou handicapé.

Les types de réclamations qui peuvent être versées au dossier de mise en faillite d'Endo incluent, sans toutefois s'y limiter, les réclamations relatives aux mailles transvaginales en cas de douleurs pelviennes, infections, saignements ou autres blessures présumées.

### CE QU'IL FAUT SAVOIR AU SUJET DE LA DATE LIMITE ET DE LA PREUVE DE PROCÉDURE DE RÉCLAMATION ?

L'échéance pour soumettre votre preuve de réclamation est décalquée de la date limite. La date limite, ou l'échéance pour soumettre votre preuve de réclamation est le 7 juillet 2023 à 17 h 00 (heure de l'Est

des États-Unis). Si vous ne présentez aucune preuve de réclamation dans le délai imparti, vous perdrez tous les droits de dommages-intérêts ou autres indemnisations dont vous auriez pu bénéficier. Vous devez produire un formulaire de preuve de réclamation afin qu'il soit effectivement déposé avant la date limite. Un formulaire de preuve de réclamation peut être déposé par vous, un tuteur légal, des personnes survivantes ou les proches de personnes décédées ou handicapées. Le recours à un avocat n'est pas nécessaire pour le dépôt d'une preuve de réclamation en votre nom.

Pour une liste exhaustive des entreprises et des produits visés fabriqués et/ou vendus par Endo, AMS et leurs sociétés apparentées, et pour plus de détails sur la date limite et les instructions de dépôt d'une réclamation confidentielle pour préjudice corporel, rendez-vous sur [EndoClaims.com/fr/index.html](http://EndoClaims.com/fr/index.html) ou composez le 929.284.1688 (International).

### CE QU'IL FAUT SAVOIR SUR LA VENTE ?

Endo a l'intention de vendre la quasi-totalité de ses actifs dans une procédure de vente et d'enchères suite à la mise en faillite et sous réserve de l'approbation du tribunal des faillites. Endo cherche à s'assurer que la vente sera libre de tout privilège, charge et réclamation.

Si vous souhaitez contester ce projet de vente, vous devez le manifester par écrit, afin que votre contestation soit délivrée au plus tard le 7 juillet 2023 à 16 h 00 (heure de l'Est des États-Unis). Toute partie intéressée dont la contestation n'est pas uniformément déposée et signifiée avant la date limite risque, en cas d'autorisation de vente, de perdre ses droits sur les actifs d'Endo. Les contestations qui n'ont pas dûment été déposées et signifiées ne peuvent pas être prises en compte par le tribunal des faillites.

Les détails relatifs au projet de vente (y compris la vente aux enchères des actifs d'Endo), à la date de l'audience visant à statuer sur la vente, et sur les instructions de dépôt des contestations, sont disponibles à l'adresse [EndoClaims.com/fr/index.html](http://EndoClaims.com/fr/index.html) ou en composant le 929.284.1688 (International).

### POUR TOUTE QUESTION OU DEMANDE D'INFORMATIONS SUPPLÉMENTAIRES :

Tél. : 929.284.1688 (International) Adresse : Endo International plc  
Site Internet : [EndoClaims.com/fr/index-fr.html](http://EndoClaims.com/fr/index-fr.html) Claims Processing Center  
E-mail : [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com) c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

# L'intelligence artificielle, star du salon VivaTech

La 7<sup>e</sup> édition de ce rendez-vous mondial (du 14 au 17 juin) sera marquée par des expérimentations et des débats autour de l'IA générative ainsi que par des innovations autour du changement climatique.

Damien Licata Caruso

**DÉDRAMATISER L'IA** et donner un aperçu d'un futur résolument positif. Le salon mondial de l'innovation VivaTech va insister, du 14 au 17 juin, porte de Versailles, sur ce que les innovations peuvent nous apporter plutôt que sur ce qu'elles pourraient nous enlever. Portée par 2 400 start-up et des dizaines de grands groupes, cette édition 2023 aura pour thème central l'intelligence artificielle générative.

Ces algorithmes créateurs de contenus sont récemment sortis des laboratoires et se sont matérialisés auprès du grand public par ChatGPT. Les découvertes qui en découlent fascinent autant qu'elles crispent sur le rôle des ordinateurs dans nos vies. De la pédagogie s'impose pour rassurer. « Nous allons réenchanter l'intelligence artificielle et remettre de la sérénité tout en discutant de la régulation avec

des experts », prévoit François Bitouzet, le directeur général de cet événement organisé par Publicis Groupe et le groupe Les Échos-Le Parisien.

## Boire de l'eau extraite de l'humidité ambiante

Il reste encore à convaincre une minorité de réticents aux changements apportés par ces technologies. Les organisateurs mettent en avant un sondage (étude d'opinion menée mi-avril par Harris Interactive Toluna auprès de 3 129 Européens) qui indique que « 66 % des Européens considèrent que l'IA n'aura pas d'impact négatif sur la société ».

Qui de mieux pour décortiquer son potentiel positif que Yann Le Cun, directeur de la recherche de Meta et pionnier mondial de l'IA, ou Bob Metcalfe, l'inventeur de l'Ethernet, la technologie fondamentale de l'Internet ? Les curieux pourront aussi voir l'impressionnant robot Miroki de la jeune pousse française



Porte de Versailles, Paris, juin 2022. Au total, 2 400 start-up et des dizaines de grands groupes sont attendues pour cette édition 2023.

Enchanted Tools. Son visage, digne d'un personnage de manga, et sa fonction, intervenir en hôpital ou avec les enfants, pourraient réconcilier les sceptiques avec les machines intelligentes. D'autres pourront engager la conversation avec un Van Gogh ramené à la vie par une IA bavarde.

Autre thème principal traité par le salon, la Climate Tech s'intéresse aux inventions qui s'attaquent aux problèmes du changement climatique sous toutes ses formes. Un espace Impact Miles de 400 m<sup>2</sup> mettra en lumière des projets inédits. Les visiteurs pourront boire de l'eau extraite de

l'humidité ambiante par la technologie de la start-up Agua de Sol.

## Véhicules futuristes

Ils pourront aussi découvrir l'autocollant de Ryp Lab, qui prolonge la durée de conservation des fruits et légumes... de deux semaines. Ou voir de plus près des éoliennes flottantes des Norvégiens de World Wide Wind. Un nouveau casting d'intervenants de prestige a été dévoilé, comme Hans Vestberg, le patron de Verizon, le géant américain des Télécoms, Nicolas Hieronimus, PDG de l'Oréal, ou Cyril Chiche, le cofondateur de Lydia.

Situé à la sortie de ces conférences, le Mobility Park exposera des véhicules futuristes, comme l'avion supersonique à hydrogène Destinatus, qui a déjà franchi la vitesse de Mach 1. Les plus aventureux feront un détour par la toute proche base nautique de l'Île de Monsieur, à Sèvres (Hauts-de-Seine), afin

de tester en situation le Mantas 5, un vélo aquatique à assistance électrique qui surfe sur l'eau. Sans oublier la toute première présentation publique du Z-Air, l'engin de transport volant imaginé par Franky Zapata.

VivaTech invitera le grand public lors de la journée du samedi à se frotter aux joueuses professionnelles d'e-sport ou à parler sur des courses de mini-voitures autonomes. Avec l'objectif de dépasser les 91 000 visiteurs séduits de l'an dernier.

# 66%

des Européens considèrent que l'IA n'aura pas d'impact négatif sur la société

Sondage Harris Interactive Toluna

## « Communiqué »

**SI L'UN.E DE VOS PROCHES OU VOUS-MÊME AVEZ SUBI UN PRÉJUDICE CAUSÉ PAR ENDO OU UNE SOCIÉTÉ APPARENTÉE, Y COMPRIS AMS, OU LEURS PRODUITS, NOTAMMENT LES MAILLES TRANSVAGINALES, VOS DROITS SONT SUSCEPTIBLES D'ÊTRE AFFECTÉS PAR LES ÉCHÉANCES RELATIVES À LA MISE EN FAILLITE D'ENDO.**

La date limite de dépôt des réclamations dans le cadre de la mise en faillite est le 7 juillet 2023 à 17 h 00 (heure de l'Est des États-Unis).

La date limite de contestation de la vente d'Endo est le 7 juillet 2023 à 16 h 00 (heure de l'Est des États-Unis).

### DE QUOI S'AGIT-IL ?

Le 16 août 2022, Endo International plc et certaines de ses filiales se sont mises en liquidation en vertu du chapitre 11 du Code américain des faillites auprès du tribunal compétent pour le district sud de New York. L'activité d'American Medical Systems (AMS), filiale d'Endo, reposait sur la fabrication et/ou la vente de mailles transvaginales. Le présent avis est destiné à vous informer de vos droits dans le cadre de cette mise en faillite, en ce qui concerne la date limite et la preuve de procédure de réclamation, ainsi que la vente proposée par Endo de la quasi-totalité de ses actifs.

### QU'EST-CE QU'UNE RÉCLAMATION ?

Une « réclamation » désigne le droit de demander des dommages-intérêts ou toute autre forme d'indemnisation. Si l'un.e de vos proches, ou bien vous-même, avez subi un préjudice causé par Endo ou une société apparentée, y compris American Medical Systems (AMS), ou leurs produits, notamment les mailles transvaginales, vous pouvez déposer une réclamation à l'encontre de l'une ou de plusieurs de ces entités. Pour faire une réclamation, vous devrez verser une preuve de réclamation au dossier de mise en faillite. Vous pouvez déposer une réclamation en votre nom ou au nom d'un proche décédé ou handicapé.

Les types de réclamations qui peuvent être versées au dossier de mise en faillite d'Endo incluent, sans toutefois s'y limiter, les réclamations relatives aux mailles transvaginales en cas de douleurs pelviennes, infections, saignements ou autres blessures présumées.

### CE QU'IL FAUT SAVOIR AU SUJET DE LA DATE LIMITE ET DE LA PREUVE DE PROCÉDURE DE RÉCLAMATION ?

L'échéance pour soumettre votre preuve de réclamation est dénommée la date limite. La date limite, ou l'échéance pour soumettre votre preuve de réclamation est le 7 juillet 2023 à 17 h 00 (heure de l'Est des États-Unis). Si vous ne présentez aucune preuve de réclamation dans le délai imparti, vous

perdrez tous les droits de dommages-intérêts ou autres indemnisations dont vous auriez pu bénéficier. Vous devez produire un formulaire de preuve de réclamation afin qu'il soit effectivement délivré avant la date limite. Un formulaire de preuve de réclamation peut être déposé par vous, un tuteur légal, des personnes survivantes ou les proches de personnes décédées ou handicapées. Le recours à un avocat n'est pas nécessaire pour le dépôt d'une preuve de réclamation en votre nom.

Pour une liste exhaustive des entreprises et des produits visés fabriqués et/ou vendus par Endo, AMS et leurs sociétés apparentées, et pour plus de détails sur la date limite et les instructions de dépôt d'une réclamation confidentielle pour préjudice corporel, rendez-vous sur [EndoClaims.com/fr/index-fr.html](https://EndoClaims.com/fr/index-fr.html) ou composez le 929.284.1688 (International).

### CE QU'IL FAUT SAVOIR SUR LA VENTE ?

Endo a l'intention de vendre la quasi-totalité de ses actifs dans une procédure de vente et d'enchères suite à la mise en faillite et sous réserve de l'approbation du tribunal des faillites. Endo cherche à s'assurer que la vente sera libre de tout privilège, charge et réclamation.

Si vous souhaitez contester ce projet de vente, vous devez le manifester par écrit, afin que votre contestation soit délivrée au plus tard le 7 juillet 2023 à 16 h 00 (heure de l'Est des États-Unis). Toute partie intéressée dont la contestation n'est pas conformément déposée et signifiée avant la date limite risque, en cas d'autorisation de vente, de perdre ses droits sur les actifs d'Endo. Les contestations qui n'ont pas dûment été déposées et signifiées ne peuvent pas être prises en compte par le tribunal des faillites.

Les détails relatifs au projet de vente (y compris la vente aux enchères des actifs d'Endo), à la date de l'audience visant à statuer sur la vente, et aux instructions de dépôt des contestations, sont disponibles à l'adresse [EndoClaims.com/fr/index-fr.html](https://EndoClaims.com/fr/index-fr.html) ou en composant le 929.284.1688 (International).

POUR TOUTE QUESTION OU DEMANDE D'INFORMATIONS SUPPLÉMENTAIRES :

Tél. : 929.284.1688 (International)

Site Internet : [EndoClaims.com/fr/index-fr.html](https://EndoClaims.com/fr/index-fr.html)

E-mail : [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

Adresse : Endo International plc

Claims Processing Center

c/o Kroll Restructuring Administration LLC

Grand Central Station, PO Box 4850, New York, NY 10163-4850

# Exhibition on mothers bereaved by Troubles turns focus on UK legacy Bill

# Terrorism charges dropped against Irish citizen in UK

## Freya McClements

Northern Editor

Relatives for Justice groups part of campaign opposed to new UK law aimed at 'drawing a line' under the past

For years Maureen Rafferty watched Columba McVeigh's mother plead for the return of her son's body. Once the Disappeared, the 17-year-old from Co Tyrone was abducted, murdered and secretly buried by the IRA in 1975. His mother Vera died in 2007, aged 82, but investigators are still searching for her son's remains in a Co Monaghan bog.

"It's sad to think they're digging now for his body," says Rafferty. "His mother was on TV so many times and she died and they never found his body, that kills me. I keep thinking my heartache was bad, but I couldn't live with that."

Two years earlier, in 1973, Rafferty lost her son. Fourteen-year-old Philip was abducted by loyalists as he walked home from band practice in west Belfast. He was taken to a nearby spot where he was tortured and then killed.

The last time she saw Philip he had been wearing the new duffel coat she had bought to keep him warm. The next time she saw the coat it was in a plastic bag, saturated with blood.

For 25 years she could not talk about what happened. Now, aged 90, she says: "I can talk about Philip all day. There was a time I couldn't have done that, but I can do it now."

### Whole family lost

"I always say, I didn't just lose my Philip, I lost my whole family, my daughter and son Patrick and Stephen in Brighton because I encouraged them to leave home because I was afraid for them."

Even now when they're home, especially Stephen when he's out having few drinks with his mates, I would go to bed and let on I'm sleeping and once I hear him coming in I think, 'thank God, he's home safe'."

Rafferty is one of 16 women whose portraits feature in Belfast exhibition that marks the first time on the experience of mothers bereaved by the Troubles.



Photographer Evanna Devine with her portraits of 16 mothers bereaved during the Troubles at the Botanic Gardens, Belfast. PHOTOGRAPH BY MAL MCCANN

It is Different for Mothers: An Irreparable Loss is a large-scale exhibition by photographer Evanna Devine and aims to begin the process of acknowledging that was "different for mothers" and to highlight the contribution women have made to peace.

"From the day and hour that a woman loses a child, in any circumstance, we all treat that woman differently," says Andrew Murphy of victims and survivors group Relatives for Justice (RFJ) that organised the exhibition and has been conducting research into the impact on mothers.

"She is looked after during the wake, she is supported during the funeral, and we instinctively do but we don't explicitly say it, that is different for mummies."

"It's time we did it professionally, that we did the research and the official acknowledgment, that we tailor our support and our therapeutic programmes, but also recognise the difference in law, that these women are actually primary victims."

RFJ is one of the victims' and survivors' groups campaigning

against the UK government's legacy Bill, which aims to "draw a line" under the past and would block criminal and civil cases and requests and grant a conditional amnesty to perpetrators. It is almost universally opposed nationally and internationally, including by the United Nations, but supported by the UK government and veterans' groups.

### Lip service

"We have paid lip service to victims and survivors since the Good Friday [Belfast] agreement was signed," says Murphy. "They have at different times been used for political purposes, at times there has been piecemeal attention to some victims but we have not dealt with the overwhelming need for, particularly, truth, justice, acknowledgment and reparation to those families."

Time is of the essence, RFJ began exploring the impact on mothers in 2016. Since then, Murphy says, "we have lost two-thirds, two-thirds of our mothers have passed away."

Rafferty met former minister for her ex-husband, Simon Cooney. "I think I shocked him because he was sitting facing me and his head was well down after listening to all the things that happened to Philip."

"He more or less started to say, well it'll take a few years for this to happen, and I said,

"Excuse me son, I've just turned 90 and I haven't got an awful lot of time."

"I said, I've walked 50 years, don't you think that's long enough, and he put his hand right across his chest and said to me, 'that's my lifetime'."

"We have to do something new, not as a statement of regret, in 10 years' time when they're all gone, because they will be," says Murphy.

"So in the context of the

**66** I think we're just starting to appreciate now what intergenerational trauma looks like

Good Friday anniversary, there was a lot of celebration of what could be done and what was done and that's good, but we have failed victims and we continue to fail victims and, in particular, we failed those mothers who voted Yes.

"Those mothers [in the exhibition] all voted Yes, but yet the past 25 years have been completely engaged in court cases, in unrecognised grief, and we have failed them, and if this anniversary is to mean anything to them it has to be a commitment to them and an acknowledgment of them."

RFJ and Amnesty International are campaigning for the

Irish Government to "stand up" and take a case against the British government at the European Court of Human Rights over the legacy Bill.

In 1998 the agreement "all went over the top of my head, because I'd lost my son," says Rafferty. Now, looking back, she realises "all that was going on, and thank God, it is great."

"I look around town now and I see all the different nationalities, people coming and feeling a bit freer walking around, that was a great feeling."

But the loss, she says, "never goes away" for anyone who lost a loved one.

"You think you're the only one in the world but God, I'm not. There's a lot of people had their heart broke with it all."

It is Different for Mothers exhibition at Botanic Gardens, Belfast concludes today at 2pm

"Absolutely compounded" "I think we're just starting to appreciate now what intergenerational trauma looks like, and there is a mental health crisis which is absolutely compounded by this," she says.

Asked what needs to happen, she replies: "Pay attention. See these women and their needs and start informing policy and stop avoiding it and blaming others."

"We can't blame the fact that we don't have a process to deal with the past, we don't have the Stormont House Agreement [which was agreed between the Irish and British governments in 2014 but never implemented], which is true, but let's look at what we can do."

"Can we do a process of acknowledgment, can we recognise mothers as primary victims?"

## Man was on way deliver news of death of Finbar Cafferkey when he was arrested

## CONOR GALLAGHER

Criminal Security Correspondent

A comrade of Finbar Cafferkey, the Irish man killed fighting in Ukraine, has been told by UK police he will not face terrorism charges following his arrest last month.

Philip O'Keefe, an Irish and US citizen, was arrested by UK counter-terrorism police on April 22nd as he attempted to travel to Ireland to deliver the news of the Mayo man's death to the Cafferkey family.

Mr Cafferkey, from Achill Island, was killed by a mortar strike in Bakhmut in eastern Ukraine along with two other international volunteers as they fought to keep vital supply routes open to the city.

Mr O'Keefe previously fought with Mr Cafferkey against the Islamic State in Syria while they were both members of the Kurdish YPG. He was in Brussels when he heard Mr Cafferkey was believed to have been killed and it was decided among their friends that he should travel to Ireland to inform the family before they learned about it on the news or social media.

Connecting flight Mr O'Keefe travelled to London intending to get a connecting flight to Dublin. However, he was detained by Metropolitan Police in Heathrow under contentious anti-terrorism legislation.

Mr O'Keefe was detained for about six hours under section 7 of the Terrorism Act 2000, a wide ranging piece of legislation that allows police to question travellers suspected of terrorism to determine if they might be a terrorist.

Under the Act, detainees have no right to silence and

are obliged to answer questions. They are also obliged to hand over any passwords for their electronic devices.

Mr O'Keefe refused to hand over the passwords to his devices, leading police to accuse him of obstructing justice and to extend his detention overnight. He was later released on bail pending a decision on whether he should face criminal charges under section 7 of the Act.

Phone and laptop Yesterday, Mr O'Keefe's solicitor, Alistair Lyon, was informed that police would not be filing charges. However, the police have refused to return Mr O'Keefe's phone and laptop something Mr Lyon intends to pursue.

"They're not accepting that they're not entitled to seize phones and laptops," Mr Lyon said. "It drives a coach and horses through centuries of protection of people's private lives."

The Met Police has been asked for comment. Mr O'Keefe has been in touch with both the Irish and US embassies seeking assistance.

Section 7 has been the subject of repeated criticism, particularly for its use against left-wing activists. Last month, the Metropolitan Police used the law to stop a French publisher, Ernest Morot, who was allegedly involved in the French pension age protests.

Meanwhile, the Cafferkey family is still working to recover Finbar's remains. Efforts are being hampered by continued fighting around the city of Bakhmut.

## LEGAL NOTICE

### IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).

The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/ie/index-ie.html](https://EndoClaims.com/ie/index-ie.html) or call 929.284.1688 (International).

### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/ie/index-ie.html](https://EndoClaims.com/ie/index-ie.html) or by calling 929.284.1688 (International).

# Dublin-Monaghan bomb victims remembered

## RONAN MCGREEVEY

The former police officer responsible for investigating the Dublin-Monaghan bombings has said that military authorities are co-operating fully with his inquiry.

Former chief constable Jon Boncher is heading up a number of historic investigations into the Troubles, these include Operation Denton, an investigation into the activities of the Glenanne Gang, which was a deadly part of the Ulster Volunteer Force (UVF) in Mid Ulster that included rogue soldiers and police officers. It was blamed for around 120 sectarian murders during the 1970s and 1980s and operated mostly in counties Tyrone and Armagh.

The Glenanne gang is suspected of having carried out the 1974 Dublin and Monaghan bombings. The bombings on May 17th 1974, resulted in the deaths of 33 people - 26 in Dublin and seven in Monaghan - on the worst day of the Troubles.

There have long been allegations that British government MI5 intelligence officers were involved in the plotting of the bombs.

Mr Boncher, the former chief constable of Bedfordshire Police, said he was "reasonably pleased" with the progress in relation to Operation Denton and he planned to provide the report next year, which will be



Michelle O'Brien (seated), daughter of victim Anne Byrne, with (from left) Fran Banks, Sue McHugh and Arthur McHugh (seated) at the commemorative event on Talbot Street yesterday to mark the 49th anniversary of the Dublin-Monaghan bombings. PHOTOGRAPH BY NICK BROWNE

the 50th anniversary of the Dublin-Monaghan bombings.

Mr Boncher attended the 49th anniversary commemorations yesterday, along with hundreds of relatives and friends of the deceased at the memorial in Talbot Street, Dublin. He told The Irish Times that the families of the Dublin-Monaghan victims have

challenges and there are some legal rights to be had and we have had them."

Speaking at the event, Taniste Michaela Martin said she was "reassured by him and have faith" Mr Boncher will do his best to get to the truth of what happened during the bombings.

Mr Martin reiterated that the British government's legacy Bill, which would end criminal investigations and inquiries into the Troubles, is opposed by all parties on the island of Ireland. "It is not fit for purpose as it stands," he said.

Families of the bereaved had written to the British government in the Dublin-Monaghan memorial. Among them were the Bradley family, there to remember Jose Bradley (21), who was one of 11 people who died at Talbot Street.

Her twin Marion said she was totally lost without her sister even to this day. "I found her the following day in Jervis Street Hospital. We're looking for justice. It is not too much to ask after all of these years. We need answers," she said.

However, he added he was "definitely getting the support of the authorities in the north of Ireland and in Westminster. I am getting all the material that they have. There are some

# Taoiseach condemns assault on Navan schoolboy

## NATHAN JOHNS, LOUISE WALSH and JENNIFER BRAY

Taoiseach Leo Varadkar has condemned an assault on a schoolboy in Navan, Co Meath, describing the incident as "horrific".

The victim (14) attended Our Lady of Lourdes Hospital in Drogheda where he received treatment for serious facial injuries and concussion.

The assault took place on Monday at around 2.30pm. In footage of the incident circulating on social media, a group of individuals can be seen striking the young male in the face before encircling him and continuing to kick and strike him as he lay on the ground. The Garda's has requested that people refrain from sharing the video out of respect for the victim.

Garda's are appealing to those with information on the incident to contact Navan Garda station.

It is understood the teen was attacked just yards away from a family member's house where he was tried to crawl to safety.

"We are shocked, horrified and upset at what can happen in this day and age."

"He is doing okay and being very brave about it."

The Taoiseach said that the video of the assault was "horrific".

Targeted "It looks to me like somebody was targeted because they're different and they were

humiliated and physically assaulted," Mr Varadkar said.

"I think everyone would condemn it utterly. I understand that there is a Garda investigation underway and that the victim has been treated for their injuries," Mr Varadkar said.

The Leathluam and North Education and Training Board (LMEBT) said that "significant disciplinary proceedings" have been initiated at school level.

Mr Varadkar said that the incident was "horrific" and that he was "definitely getting the support of the authorities in the north of Ireland and in Westminster. I am getting all the material that they have. There are some

challenges and there are some legal rights to be had and we have had them."



**Rich rewards:** Saoirse Onyemekeihia, of Davis College, Mallow, Co Cork, at the Foróige Network for Teaching Entrepreneurship Programme (NFTE) 'Youth Entrepreneur of the Year Awards 2023' yesterday. Saoirse was a finalist in the 'Best Social Enterprise' category with her idea, the Competent Composter. More than 6,000 young entrepreneurs from all over Ireland took part via 186 local competitions. PHOTO: JULIEN BEHAL PHOTOGRAPHY

# Ian O'Doherty

## Images of burning tents bring shame on our country Page 21



### LEGAL NOTICE

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).**  
**The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).**

### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/ie/index-ie.html](http://EndoClaims.com/ie/index-ie.html) or call 929.284.1688 (International).

### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/ie/index-ie.html](http://EndoClaims.com/ie/index-ie.html) or by calling 929.284.1688 (International).

### IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

- CALL:** 929.284.1688 (International)
- VISIT:** [EndoClaims.com/ie/index-ie.html](http://EndoClaims.com/ie/index-ie.html)
- EMAIL:** [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)
- WRITE:** Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

# 'Psychic' who said dead dad wanted son to give her €10k is found guilty

Declan Brennan

A HOME carer and "psychic medium" has been convicted of deceiving a man of €10,000 by telling him his deceased father had told her he should give her the money.

Debbie Paget (56), of Knowth Court, Ballymun, Dublin, was on trial at Dublin Circuit Criminal Court charged with dishonestly inducing by deception James Byrne to give her €10,000. She was also charged with dishonestly inducing by deception Maria Byrne to give her €200.

She had pleaded not guilty to both offences. After deliberating for a little over four hours, the jury found Paget guilty, by a majority, of the first count and returned a not guilty verdict on the second count.

Judge Pauline Codd remanded Paget on continuing bail to July 10 for a sentence hearing. She thanked the jury for its service. "It was a highly unusual case. We appreciate the work you have done," she said.

In his evidence, James Byrne told Oisín Clarke BL, prosecuting, that he and his sister Maria and their mother lived together at Glendhu Road, Cabra, Dublin. He said Paget

was a home carer for a neighbour and they all got to know her that way.

He said on one occasion, Paget invited him to "a reading" and he thought this was a fortune telling and he would find out about his future. He said that during the session Paget started talking about my father and then told him: "Your father said you are to give me €10,000."

Mr Byrne said that he felt pressurised and gave his word to give her the money.

He said that Paget asked him: "When are you getting the money?" and told him: "If you don't, it will be a sin and the devil will get you."

The victim said that he later gave her €10,000 cash in an envelope after withdrawing it from his bank account.

Asked why he gave her the money, Mr Byrne told the jury: "I believed my father told her to tell me to give her the money, that's what I believed."

His sister testified that she gave €200 to Paget after the defendant told her during "a reading" that her deceased father had communicated with her and said that Ms Byrne should give her €200.

The siblings made a complaint first to the woman's

employer and then later to gardai.

When questioned, Paget told gardai she was publicly known as a "psychic medium" which meant that she could "see beyond the veil" and communicate with the dead. She said she had offered this service to people for 40 years and had "never charged a penny" to anyone for it.

Paget denied that she ever did "a reading" for the complainants and denied that she got any money from either of them.

She said she never asked either complainant for money and said she had no idea why either of them would lie.

Paget told gardai that at one point she felt that Ms Byrne no longer needed a carer and she had suggested to Ms Byrne that she cancel the care package. She said that after her dismissal, Mr Byrne told her that Ms Byrne later said to him: "Who does she think she f\*\*\*ing is, watch what I'm going to do to her."

Under cross-examination from Karl Monahan BL, defending, Mr Byrne accepted that he had a previous conviction for sexual offending but said that had nothing to do with this case.



# 文化

## 放送人 政治介入をなぜ語らないのか

### 元BPO委員、是枝裕和監督に聞く

放送法改正の議論が、元BPO委員の是枝裕和監督に、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。是枝監督は、放送法改正の議論が、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。是枝監督は、放送法改正の議論が、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。



1987年に制作プロダクション「テレビマンユニオン」に参加。志村けん・タカトシらと共に番組を企画。2010～19年にBPO放送倫理検証委員会委員。16日開幕のカンヌ国際映画祭で新作「怪物」がコンペ部門に参入。

「文書では当時の官邸側と放送法のやりとりが明らかになった。一方、当時参事官だった高市早苗氏は内閣府を離脱して参事官に就任した。参事官は、放送法改正の議論が、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。

### 放送法文書 本質的議論に向かわなかった

放送法改正の議論が、元BPO委員の是枝裕和監督に、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。是枝監督は、放送法改正の議論が、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。

### 萎縮した自己規制 知る権利を奪われている

放送法改正の議論が、元BPO委員の是枝裕和監督に、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。是枝監督は、放送法改正の議論が、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。

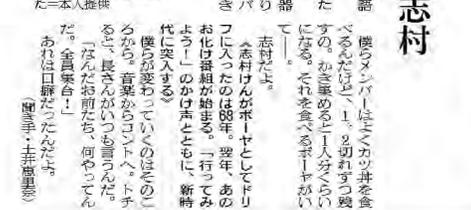
「文書では当時の官邸側と放送法のやりとりが明らかになった。一方、当時参事官だった高市早苗氏は内閣府を離脱して参事官に就任した。参事官は、放送法改正の議論が、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。

### 語る 人生の贈りもの 残したカツ井そこに志村

志村の音楽人生の軌跡を、元BPO委員の是枝裕和監督に、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。是枝監督は、放送法改正の議論が、政治的介入をめぐって言及する動きが、業界内外で注目を集めている。

### 映画「名探偵コナン」26作目 初の興行収入100億円突破

アニメ映画「名探偵コナン 黒鉄の魚影」の興行収入が、シリーズ26作目で初めて100億円を突破した。1997年以降、春に公開されている定着で、近年特に数字を伸ばしている。映画は、2016年の第20作で初めて50億円を突破。その後は90億円台の作品が続いていく。シリーズが長くに連れて、子どもだった世代が成長し



「名探偵コナン 黒鉄の魚影」の興行収入が、シリーズ26作目で初めて100億円を突破した。

て、親子で楽しめる作品になった。近年はさらに、新たに登場したイタメンキョウが、女性層の高い人気を集めていることなどでファン層を拡大した。「黒鉄の魚影」は、原作漫画の現勢となる「黒ずくめの組織」に迫る筋立て。近年の躍進を支えたキャラが多く登場するほか、初期からのキャラにも大きくスポットがあたる。公開1カ月の14日現在で興行収入は111億円となり、今年公開の邦画で最大のヒットとなっている。(加藤真夕)

### Endo International plc 破産に関するお知らせ

お客様およびお客様の大切な方が、EndoもしくはAMSを含む系列会社、または経腫メッシュを含め、これらの企業が製造する製品によって被害を受けた場合、お客様の権利はEndo破産における期限によって影響を受ける可能性があります。

**破産における債権届出期限は、2023年7月7日午後5時です（東部標準時）。**  
**Endoの売却に対する異議申立期限は、2023年7月7日午後4時です（東部標準時）。**

**本告は何かに関する通知ですか？**  
 2022年8月16日、Endo International plcとその関連会社の一部は、ニューヨーク州南部地区の米国連邦破産裁判所に對し、第11章破産申請を行いました。Endoの関連会社であるAmerican Medical Systems (AMS) は、これまで経腫メッシュの製造、販売を行ってまいりました。本通知は、債権届出期および債権届出手続き、ならびにEndoが破産するその実質的な資産の売却に関するこの破産における、お客様の権利についてお知らせするものです。

**どのような請求権ですか？**  
 「請求権」とは、支払いその他の補償を求める権利を指します。EndoおよびAmerican Medical Systems (AMS) を含む系列会社、またはそれらの企業製の製品（経腫メッシュを含む）によって、お客様もしくはお客様の大切な方が被害を受けた場合、これらの製品のいずれに対して請求権を行使することができます。請求権を行使する場合には、お客様が本破産事件に対する債権届出書を提出する必要があります。お客様は、ご自身のために、または死亡した方もしくは被害のある家族に代わって請求を申し立てることができます。

Endo破産に対する申し立て申請が可能となる請求例としては、骨髄腫、感染症、出血、またはその他の腫瘍に関する経腫メッシュの製品が含まれますが、これらに限定されません。

**債権届出期日および債権届出手続きとは？**  
 債権届出書の提出期限は、債権届出期日と呼ばれます。債権届出期日または債権届出書の提出期限は、2023年7月7日午後5時です（米国東部標準時）。債権届出書を債権届出期日までに提出しない場合は、支払いや補償を要求できず、また、権利を失います。債権届出書は、債権届出期日より前に提出する必要があります。

ご質問がある場合、または追加情報をご希望される場合は、以下までお問い合わせください。

電話番号: 929-284-1688 (国際電話専用) 郵送先: Endo International plc  
 オンライン: [www.EndoClaims.com/jp/index-jp.html](http://www.EndoClaims.com/jp/index-jp.html) c/o Kroll Restructuring Administration LLC  
 電子メール: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com) Grand Central Station, PO Box 4850  
 New York, NY 10163-4850

### 音楽大学・音楽学部 体験フェア 2023

6/4 (土) 13:00～18:00 (入場無料) 有楽町朝日ホール

高校生・中学生と保護者、社会人など、音入進学を考える皆さんへ 無料招待 応募は下記へ

<https://que.digital.asahi.com/epost/>

目録頒布会 次生エッセイ

会場: 有楽町朝日ホール (東京都千代田区有楽町1-2-1)

参加校: 沖繩県立音楽大学、国立音楽大学、昭和音楽大学、洗足学園音楽大学、三井倉庫音楽大学、東邦音楽大学、東洋音楽大学、東洋音楽大学、東洋音楽大学、東洋音楽大学

### 小さな一粒に、込めた思い。

人間の血液循環をつかさどる大切な臓器、心臓。加齢や日々のストレス、自律神経の乱れなどが原因で、どうき・息切れになることも。生業でできた救心は、自律神経のバランスを整え、血流を良くし、どうきや息切れ、頭がぼーっとした時の気つけに優れた効果を発揮します。

救心 和漢煉成

救心製薬株式会社

皆様健康と真摯に向き合い続けて110年。これからも創業理念の「救済済生」と共に、QOL(クオリティ オブ ライフ)の維持・向上に努めてまいります。

110th ANNIVERSARY KYUSHIN

【製品についてのお問い合わせ先】 救心製薬お客様相談室: 03-6861-9494 受付時間: 9:00～17:00(土、日、祝日、弊社休業日を除く)

# Sex harassment case sees \$60k fines



**Opinion**  
**Susan Hornsby-Geluk**

**T**he Employment Relations Authority recently slammed an employer with \$60,000 in fines and compensation orders after finding sexual harassment.

The successful applicant, Seulbi Gang, worked for construction company KNCC. She claimed that one of her supervisors, Jae Jeong Jang, had acted inappropriately towards her from the outset of her employment. When Gang reported this conduct to other employees and then to the director of KNCC, no action was taken and Gang subsequently resigned.

Along with her resignation, Gang provided a written statement to the board of directors of KNCC that detailed her experience at the company and requested KNCC address these issues.

The authority found that Gang had been sexually harassed and that no action had been taken by KNCC to deal with her concerns when raised.

Consequently, the authority upheld Gang's claims of constructive dismissal and unjustified disadvantage, as well as imposing a fine on KNCC for the failure to provide her with a healthy and safe working environment.



The case serves as a timely reminder to employers of their obligation to keep their employees safe from sexual harassment in the workplace.

*He also stood very close to her when she was seated at her desk, banging her chair deliberately, and asking sexually charged and threatening questions.*

This case raises two important questions, what constitutes sexual harassment, and what is the liability of employers for the actions of their employees?

The answer to the first question is spelt out in the Employment Relations Act which defines sexual harassment as behaviour that is unwelcome or offensive, or contains an implied or overt promise of preferential treatment, or an implied or overt threat of detrimental treatment.

In Gang's case, Jang's behaviour included telling her that she would be more sexually appealing if she wore sexy outfits and suggesting that she try to be a "honeytrap" in the KNCC showroom.

He also stood very close to her when she was seated at her desk, banging her chair deliberately, and asking sexually charged and threatening questions.

The authority had no difficulty in finding that the conduct of Jang, who was Gang's senior, was unwelcome sexual harassment of a

repetitive nature.

The next question considered by the authority was whether KNCC was liable for Jang's actions or otherwise culpable.

The Employment Relations Act provides that where an employee is subject to sexual harassment by another employee (or a customer or client), and makes a complaint to their employer, the employer must look into the matter and take "whatever steps are practicable to prevent any repetition of such a request or of such behaviour". Where the employer fails to take those practicable steps, the employee will be deemed to have a personal grievance against the employer.

In this case, when Gang reported her concerns to the director of KNCC she was told "to be more careful around Mr Jang because he had a reputation for

these sorts of actions". On resigning from KNCC, Gang was told by the director to sue Jang personally "but still forgive him and give him some latitude".

Unsurprisingly, these responses were not deemed satisfactory by the authority. Gang had unequivocally raised her concerns about Jang's behaviour with KNCC and the authority found KNCC "took no action to address them, and I find that in those circumstances her resignation was a foreseeable consequence of its total failure to act".

Due to its failure to take appropriate action to prevent a repetition of the conduct, KNCC opened itself up to liability for Jang's conduct and paid a hefty price for it. This case serves as a timely reminder to employers of their obligation to keep their employees safe from sexual harassment in the workplace.

Where a claim of harassment is raised with an employer, they should inquire into the matter and take whatever steps are practicable to prevent any repetition of the events. Failure to do so exposes employees to unacceptable risk and creates a culture of benign indifference.

*Susan Hornsby-Geluk is managing partner at employment law firm Dundas Street and a regular opinion contributor.*

## LEGAL NOTICE

### IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).

The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

#### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

#### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

#### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have

had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/nz/index-nz.html](http://EndoClaims.com/nz/index-nz.html) or call 929.284.1688 (International).

#### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/nz/index-nz.html](http://EndoClaims.com/nz/index-nz.html) or by calling 929.284.1688 (International).

### IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

CALL: 929.284.1688 (International)

VISIT: [EndoClaims.com/nz/index-nz.html](http://EndoClaims.com/nz/index-nz.html)

EMAIL: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

WRITE: Endo International plc, Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

# Postie foils fraudster's golden plan

Melissa Nightingale

One of New Zealand's biggest fraudsters has been busted using a couple's money to buy \$500,000 of gold online – then seeking revenge on the postie who unwittingly foiled his plan.

Wayne Thomas Patterson was previously imprisoned for eight years for the country's largest welfare fraud, stealing \$3.2 million using 123 false identities – complete with disguises.

That offending involved \$1m worth of cash and gold bars, which he had hidden away behind walls and in secret cubby holes within his home.

Patterson's love for gold has re-emerged with his latest offending,



Wayne Patterson

which he was sentenced for in the Wellington District Court.

According to the police summary of facts, Patterson was working as an electrician at the victims' home in Martinborough with access to their key lock box in 2019.

In November 2021 the victims went on a holiday to the South Island and let their postman know they'd be gone and to hold their mail.

Five nights in a row while they were away, Patterson went into their home and used their internet to send emails to Auckland-based gold exchange companies Morris and

Watson Ltd and NZ Mint.

Police identified a person purporting to be one of the victims had sent emails to the firms arranging for the purchase of \$500,000 worth of gold bullion and coins.

Patterson used the victims' computer to transfer the \$500,000 payment for the gold.

The gold exchange companies sent the gold to the victims' address in five packages, but Patterson's scheme hit a hurdle when the items never reached the house.

The police found the packages of gold being held by the postman and the Martinborough NZ Post depot, as previously agreed on by the victims.

Patterson sought revenge on the postman a couple of months later.

He travelled to the man's home and put firefighters under the wheel of the postie van and set them alight, but the fire did not take hold.

On another occasion, Patterson stole an item from a Mitre 10 store.

The store manager contacted Patterson's employer, who then discovered Patterson had lied on his CV and had been in prison for fraud at times he claimed he was in other employment.

His employer started a disciplinary process but Patterson resigned before it could be completed.

After resigning, Patterson sought retribution against the Mitre 10 staff member who identified the theft. He went to his home in Carterton and set fire to two vehicles in a carport,

which was attached to the house. Patterson also tried to exact revenge on the Mitre 10 manager who had contacted his employer, but was followed by police and arrested after setting a vehicle alight.

Police sought reparation from the court for the fire damage in each incident, as well as a gold exchange fee of \$630 for his first victims and a \$6243 devaluation in gold and reimbursement for BNZ.

Patterson appeared for sentencing on charges of burglary, accessing a computer system for dishonesty, arson and attempted arson, and theft.

Judge Peter Hobbs sentenced him to four years and nine months in prison, and made an order for reparation.

## LEGAL NOTICE

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).

The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by

the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/nz/index-nz.html](http://EndoClaims.com/nz/index-nz.html) or call 929.284.1688 (International).

### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/nz/index-nz.html](http://EndoClaims.com/nz/index-nz.html) or by calling 929.284.1688 (International).

### IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

CALL: 929.284.1688 (International)

VISIT: [EndoClaims.com/nz/index-nz.html](http://EndoClaims.com/nz/index-nz.html)

EMAIL: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

WRITE: Endo International plc  
 Claims Processing Center  
 c/o Kroll Restructuring Administration LLC  
 Grand Central Station, PO Box 4850  
 New York, NY 10163-4850

## Appeal bid fails

A man sentenced to 11 years in prison for ill-treating a child, including claims that he locked her in a cupboard full of spiders, tipped out her hair and tried to force her to eat her own vomit, has been denied the right to appeal his conviction. The Supreme Court has dismissed his bid to appeal an earlier decision by the Court of Appeal, which also dismissed his request for re-examination against his conviction in relation to violent and sexual offending against a single complainant. The man was sentenced in 2021 after he was found guilty of causing grievous bodily harm with reckless disregard and also convicted on two charges of rape, two charges of unlawful sexual connection and of performing an indecent act on a person under 16 – offences which occurred between June 2010 and June 2015, beginning when the complainant was around 13 or 14 years old.

## Drug charges laid

A 38-year-old Auckland central resident has been charged with more than 60 counts of allegedly importing drugs into New Zealand over the past two-and-a-half years. The charges include eight counts of importing or attempting to import a combined total of more than 16kg of methamphetamine. Each of those charges could carry a sentence of up to life imprisonment. He was also charged with multiple counts of importing a combined total of more than 10kg of MDMA and 22kg of methamphetamine ingredient ephedrine and 40 counts of importing an "unknown" class B drug. Each of those charges could carry a sentence of up to 14 years imprisonment. There are also three counts of money laundering totalling more than \$250,000. The average wholesale price in 2021 for a kilogram of methamphetamine was around \$160,000 to \$200,000 in New Zealand, law enforcement experts have previously testified.

## Upskirt in court

A man caught taking upskirt videos of unsuspecting women at a mall for a third time has told the court he does it when he's stressed. Seth Frater, 41, was sentenced to community detention when he appeared at the Auckland District Court yesterday. At a Newmarket mall on July 23, 2022, he stood close to his victim at the escalator, placed his phone below her skirt and started recording, the court heard. Judge Simon Lance said Frater was convicted and sentenced for exactly the same offending in 2016 and 2018. His repeat offending has also led to the break-up of his marriage and affected his relationship with his child. Judge Lance accepted what he called the man's "remorse, regret, and guilt" and sentenced him to four months of community detention with a night-time curfew. He also ordered Frater to pay \$300 to the victim for emotional harm.

# 'Panicked' driver convicted

**ERIN COX**  
PLF.co.nz/reporter

A DUNEDIN driver who crashed into a motorcycle at a suburban intersection, "panicked" and fled, a court has heard.

October 17 had been a rainy day and Jacob Henrich McAnally (24) was driving in Jubilee St at 11.05pm, the Dunedin District Court heard this week.

McAnally ignored the road signs and came to a stop at the Hawthorn Ave intersection before driving on.

He failed to notice a motorcycle and drove directly into the man, causing the bike to slide across the road, coming to rest in a gutter.

McAnally fled the scene, making no attempt to see if the

victim was injured.

"You are young and you were terrified, I accept that entirely," Judge Dominic Flatley said.

A short distance down the road, he came to a stop, frantically ringing his parents and employer for help.

"You were a bit of a mess by the time he got to you," the judge said.

The motorcyclist suffered a fractured hand and ankle, requiring a substantial amount of time off work.

The intersection where the accident occurred was "problematic," the court heard.

McAnally was convicted of careless driving causing injury and failing to stop to ascertain injury.

In the months following the accident he had been wearing the weight of this mistake heavily and had also lost his father, to whom he was extremely close, counsel Chris Lynch said.

He also completed a defensive driving course and had saved up money for the victim.

"I take the view that this was a terrible accident ... you panicked. You did the next best thing by contacting people and you are incredibly remorseful," Judge Flatley said.

McAnally was ordered to pay the victim \$5000 and disqualify him from driving for 12 months.

"I don't need to criminalise you any more and I don't think a further penalty is required," the judge said.

# Child in car during ramming

**ERIN COX**  
PLF.co.nz/reporter

A DUNEDIN man deliberately rammed another vehicle while his 2-year-old child was a passenger, a court has heard.

On December 19 last year, Ethan Geoffrey Finch (21) was on the hunt for an associate of his, demanding to know their location, the Dunedin District Court heard this week.

Finch waited for the person for two hours in a car park with his 2-year-old son.

When he spotted his target, Finch attempted to confront the driver. A chase ensued, with Finch



ramming his vehicle so hard into the other car that it caused the radio unit to pop out, the bumper to fall off and both passengers to be stuffed from their seat.

Pulling alongside his victims, Finch yelled at the driver.

The man slammed into the flee-

ing vehicle twice more, causing the vehicles to become briefly entangled by a low bar.

Pulling over to appease the man, one of the two victims left their vehicle.

Finch instructed the other victim to drive home but instead they headed for the nearest police station, crossing paths with a patrol car before arriving.

A heated argument ensued and Finch was subsequently arrested.

Judge Emma Smith described the man's actions as "extremely dangerous" and said the fact his child was in the car was an aggravating feature.

Counsel Andrew Belcher said the assault was at the lower end of the scale as he "was not driving into pedestrians".

Finch was convicted of dangerous driving and two charges of assault with a blunt instrument.

Judge Smith sentenced Finch to four months' home detention and disqualified him from driving for seven months.

He was ordered to cover the \$2000 of damage to the other vehicle.

"You simply lost your temper in a very dangerous, controlling way," Judge Smith said.

erin.cox@plf.co.nz

# Two children dead before services called

BUAKAKA: The two Buakaka children allegedly murdered on Monday were dead before emergency services were called, Northland police have revealed.

The new information was disclosed after media questioned why police took close to an hour to send an officer to the Peter Snell Dr home after receiving a distressed call from a woman at the property.

A woman has since been charged with two counts of murder and will appear in the High Court at Whangarei on June 2.

Detective Inspector Bridget Doell, of Northland CIB, said police received a call from the woman on the morning emergency 105 line at 8:00am on Monday.

"The communicator spent a significant period of time on the call with the accused," Det Insp Doell said.

"Sadly, early investigations indicate the children were deceased prior to both the initial phone call and police arrival.

Police previously said they received a call from the address at 8:25am but further analysis had resulted in the updated time.

It is understood the call was received about 40 minutes before police on the night shift closed off and the day staff began their shift.

Staff reported an officer was sent to the home at 7:16am — just shy of an hour after they received the initial 105 call — and that police did not say what time the officer arrived.

The officer travelled from



Police investigate the Peter Snell Dr property where the bodies of two children were discovered on Tuesday. PHOTO: THE NORTHERN ADVOCATE

Oakleigh — police did not say from where exactly — to the home, which was about a 15-minute drive away.

Before they were dispatched, the Buakaka Volunteer Fire Brigade was sent to the scene at 7:09am as medical first responder but was stood down on the way.

A St John spokesman said the organisation could not comment on when it was contacted as the incident was under police investigation.

Det Insp Doell said police would conduct a review of the call contact process and their response to it, which formed part of the criminal investigation process.

The woman entered no plea when she appeared in the Whangarei District Court on Tuesday and was remanded in custody until her next appearance.

Judge Gene Tomlinson granted the woman temporary name suppression, including sup-

pressing any identifying details of her or the victims.

The judge allowed media to report on her appearance and publish photographs with identifying details removed, as the "eyes and ears of the community".

Some of the woman's family members left the courtroom in tears midway through the case and as she left the dock, a woman in the front of the public gallery shouted, "love you babe".

— The Northern Advocate

**LEGAL NOTICE**

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

**WHAT IS THIS ABOUT?**

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

**WHAT IS A CLAIM?**

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is **electronically received** by the bar date. A proof of claim form can be filed by you, a legal guardian, survivor, or relative of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and proof of claim process, please visit [EndoClass.com/en/index.html](https://www.endoclass.com/en/index.html) or call 929.284.1688 (for international).

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**

Endo intends to sell substantially all of its assets in an auction sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including an auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClass.com/en/index.html](https://www.endoclass.com/en/index.html) or by calling 929.284.1688 (for international).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

CALL: 929.284.1688 (international) WRITE: Endo International plc  
VISIT: [EndoClass.com/en/index.html](https://www.endoclass.com/en/index.html) Claims Processing Center  
EMAIL: [EndoInquiries@arkroll.com](mailto:EndoInquiries@arkroll.com) c/o Kroll Restructuring Administration LLC  
Central Station, PO Box 4850  
New York, NY 10163 4850

**Super quiz**

**BEGINNER (1 pt)**

- Which major Mossiel road forms part of State Highway 87?
- What was the official occupation of Walter White, the central character in television series Breaking Bad?
- What, in wood working, is a dovetail?

**INTERMEDIATE (2 pts)**

- Which country's lakes include the world's deepest, Lake Baikal?
- Excluding cases where a player retires hurt or defaults, what is the minimum number of games needed to complete the men's final of a tennis major?
- What is the name of the multi-story office block that is opposite the Dunedin Civic Centre at the corner of the Octagon and George St?
- Where in Dunedin is the McNab New Zealand collection housed?

**EXPERT (3 pts)**

- Which former All Blacks 45-point haul in a test match against Japan in 1995 is still a World Cup record?
- Which 1980s television crime drama series, originally starring Barry Foster, has been recently remade with Marc Warren in the title role?
- Why were aviation authorities concerned about a flight made in New Zealand in March 1907 by Fred Lad?

**Answers:**

1. Gordon Rd. 2. A. Christy Christie. 3. 100.
1. 1995. 2. 1995. 3. 1995.
1. 1995. 2. 1995. 3. 1995.

**AUTUMN BIG BED SALE**

11th - 28th MAY 2023

More reasons to buy your bed at McKenzie & Willis:

- NZ MADE
- FREE DELIVERY NZ WIDE
- 24 MONTHS INTEREST FREE WITH 0 CARD
- 60 DAY BEST PRICE GUARANTEE
- 10 YEAR WARRANTY

**SleepMaker Jubilee Medium**  
Queen Mattress & Base was \$3,599 **NOW \$1,799**

**SleepMaker Amadeus Medium**  
Queen Mattress & Base was \$4,799 **NOW \$2,599**

**Beautyrest Connoisseur Medium & Plush**  
Queen Mattress & Base was \$12,399 **NOW \$5,999**

See in store or online for all sizes

# Alleged killer fingered co-accused



The alleged killer of a teenager at a party quickly shifted the focus to his co-accused when he was arrested by police after a four-day manhunt in the wake of the boy's death, a court has heard.  
Connor Whitehead, 16, died from about 214 small shotgun pellet wounds to his chest after he was shot at a birthday party on Heaphy

Pl in Casebrook, on November 5, 2021. Dantel Nelson Sparks, 44, pointed the finger at his co-accused Joshua David Craig Smith, 33, after the innocent teenager was gunned down at Sparks' daughter's 15th birthday party.  
The pair are on trial in the High Court at Christchurch for Whitehead's murder. Sparks was found and arrested by police four days after the shooting, a day after Smith was arrested.  
His police interview with Detective Kelvin Holden, whose evi-

dence was read, was played to the jury yesterday. "I know I am in trouble," Sparks told the detective when he was arrested.  
Sparks was a Mangu Kaha gang member. He'd been a member for three years and was happy with how things were going and his direction with the "club", he told Holden.  
Sparks had received a call from his son to say members of the Neighbourhood Crips (NHC) had shown up at his daughter's party and were assaulting attendees.

Sparks said he and Smith loaded up Smith's VW Golf car with an old shotgun, and a Mosberg pump-action shotgun he owned.  
When they arrived, Sparks got out of the car and ran towards the driveway before being met by kids yelling "Crips, Crips, Crips" at him. He responded with his own gang call, "Mangu Kaha", he told Holden.  
Sparks then heard a gunshot, turned around, and saw that Smith had the old shotgun and had fired it, he said. Teenagers began rush-

ing Smith, so Sparks ran back to him, took his Mosberg out of the car and fired it in the air to cause them to scatter, so they could make their escape.  
The pair took off and made efforts to cover their tracks, including burying both guns at the Spencer Park forest, Sparks said.  
He described the moment Smith read an article on *Stuff* two days later saying a child had died. "He was freaking out. I don't blame him, he knows he shot that kid," he told the detective.

### LEGAL NOTICE

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).**

#### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

#### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

#### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a **bar date**. The bar date, or the deadline to submit your proof of claim, is **July 7, 2023, at 5:00 p.m. (U.S. Eastern Time)**. If you do not submit a proof of claim by

the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/nz/index-nz.html](http://EndoClaims.com/nz/index-nz.html) or call **929.284.1688 (International)**.

#### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.**

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 7, 2023, at 4:00 p.m. (U.S. Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/nz/index-nz.html](http://EndoClaims.com/nz/index-nz.html) or by calling **929.284.1688 (International)**.



The Mueller Wing has been boarded up since the 2016 flood, although Scenic Group announced in March that it was committed to plans for a \$50 million rebuild.

## Franz Josef \$30m flood claim settled



**Brendon McMahon**

A \$30 million claim against the West Coast Regional Council by the insurers for the Scenic Hotel Group after a flash flood ruined its former Franz Josef hotel has been settled out of court.

Flooding from the Waiho (Waiiau) River in April 2016 poured through the Mueller Wing, the staff quarters, of the former THC Hotel.

Westland District Council was named as second defendant in the insurer's claim.

The regional council's 2021-22 annual report said the \$30m claim was denied and would be defended with the backing of its public liability insurer.

Chairperson Peter Haddock confirmed that a settlement had been reached in mediation last week. "It's a confidential settlement, but that's between Westland District Council, WCRC and Scenic Group."

Haddock said he didn't know the figures of the settlement, but it was possible the sum the council's insurers had agreed would eventually be disclosed on the balance sheet.

The fact that the case had been settled was positive for everyone, and particularly for the Franz Josef community, which needed to move ahead in securing its future with flood protection, he said.

Westland mayor Helen Lash also welcomed the settlement and said that hopefully, the aspirations and hopes for Franz could now confidently move ahead.

"It's been a very long road, very trying. This will hopefully enable both the regional council and ourselves to continue to do what we can to develop and protect what we can for Franz Josef."

A separate issue around Scenic Circle's refusal to give approval for \$12.5m of rock work on a bank of the Waiho would also hopefully now move forward, Lash said.

#### IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

**CALL:** 929.284.1688 (International)      **WRITE:** Endo International plc  
Claims Processing Center  
**VISIT:** [EndoClaims.com/nz/index-nz.html](http://EndoClaims.com/nz/index-nz.html)  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
**EMAIL:** [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)      New York, NY 10163-4850

**ACHTERGROND**

# Allerlaatste horde voor pensioenstelsel

Maar experts zien nog diverse valkuilen

**N**a vijftien jaar van al dan niet geklapt onderhandelingen en lange vragen- en debatsessies in de Tweede Kamer, kan minister Carola Schouten deze en komende week de laatste horde voor een nieuw pensioenstelsel nemen.

door Willemijn van Benthem en Leon Brandsema

Een ruime meerderheid van de Eerste Kamer lijkt minister Schouten groen licht te gaan geven voor het nieuwe pensioenstelsel. Dat groene licht komt er evenwel niet zonder het nodige tumult, nota bene vanuit de coalitie zelf. Het wetenschappelijk bureau van het CDA riep de eigen senatoren op legen de wet te stemmen, omdat de risico's van de overgang naar een nieuw stelsel te groot zouden zijn. Toch leek maandag in het eerste deel van het debat de 'pensioencoalitie' van VVD, D66, CDA, CU, PvdA en GE de geleerden gesloten te houden, al willen zowel CDA als de linkse partijen wel dat er meer tijd komt voor de overgang naar het nieuwe stelsel. Dat moet nu

in 2027, maar CDA-senator Ria Oomen pleit zelfs voor 2030.

Actuaris Henk Bets snapt de kritiek op Schoutens pensioenwet. „Ik ben ook niet echt blij met het voorstel dat er ligt.“ Het doel van kabinet en sociale partners was een pensioenstelsel naar te zetten dat economisch meebeweegt, in plaats van dat er indexaties verleend of niet verleend kunnen worden die zo in tegenstelling waren met de vermogens op de balans. Ook zou het modern zijn in het kader van de huidige arbeidsmarkt, waar veel werkenden vaker van baan wisselen dan veertig jaar geleden. Daarnaast zou het stelsel simpeler worden. Bets heeft twijfels bij de

pensioenplannen. „Het pensioenstelsel is niet koopkrachtgericht. Er wordt te weinig risico genomen om voldoende rendement te behalen, maar als je meer in aandelen belegt om hogere uitkeringen te krijgen, loop je te veel risico.“ Hij vindt beide scenario's niet optimaal.

Corine Reedijk van pensioenadviseur Aon vindt het vooral nog de vraag wat de dekkingsgraden zullen zijn van de pensioenfondsen op het moment van de overgang naar het nieuwe stelsel, het zogeheten invaren. Want als een fonds een dekkingsgraad heeft van 120% in plaats van 100%, mag er meer aan de deelnemers worden toebedeeld. „Maar het kan dus ook zo zijn dat als een pensioen-

## RESULTATEN NIEUW PENSIOENAKKOORD

Berekeningen transitie met startdekkingsgraad 120%



Wetenschappelijk bureau van het CDA riep de eigen senatoren op legen de wet te stemmen, omdat de risico's van de overgang naar een nieuw stelsel te groot zouden zijn.

fonds later wil invaren – het geluid gaat dat één of twee van de grote fondsen dat mogelijk willen doen – en op dat moment de dekkingsgraad lager is, die deelnemers minder krijgen dan wanneer je bij een fonds zit dat eerder de boel verdeelt bij een hogere dekkingsgraad.”

Het spannendste van de overgang vindt Reedijk het draagvlak. „De wet zou

simpeler worden, maar is in het afgelopen jaar erg ingewikkeld gemaakt door ingrepen om aan alle aanvullende eisen en vragen te kunnen voldoen.”

Ook is er minder draagvlak bij de deelnemers omdat het risico – in tegenstelling tot het huidige stelsel – bij de deelnemer wordt gelegd. „En daarvoor moeten buffers en reserves worden aangehouden. Dus

ja, dat er is geknaagd aan het maatschappelijk draagvlak is eigenlijk het grootste risico van dit stelsel. Er is flink gepolderd.”

Reedijk ziet een sleutel in goede communicatie. „Zorg dat als je als deelnemer een adviesgesprek aangeboden krijgt, je dat gesprek aanneemt. De lastige zaken worden er niet door opgelost, maar het begint wel allemaal met goed inzicht.”

(advertentie)

**JURIDISCHE KENNISGEVING**

**ALS U OF EEN FAMILIED SCHADE HEEFT GELEDEN DOOR ENDO OF EEN GERELATEERD BEDRIJF, WAARONDER AMS, OF HUN PRODUCTEN, WAARONDER TRANSVALER MESH, KUNNEN UW RECHTEN WORDEN BEÏNVLOED DOOR DEADLINES IN HET FAILLISSEMENT VAN ENDO.**

De deadline om een claim in te dienen in het faillissement is 7 juli 2023 om 17:00 uur (Amerikaanse Eastern Time).

De deadline om bezwaar te maken tegen de verkoop van Endo is 7 juli 2023 om 16:00 uur (Amerikaanse Eastern Time)

**WAAR GAAT HET OVER?**

Op 16 augustus 2022 hebben Endo International plc en bepaalde van haar dochterondernemingen het chapter 11-faillissement aangevraagd bij de faillissementsrechtbank van de Verenigde Staten voor het zuidelijke district van New York. Endo-partner American Medical Systems (AMS) produceerde en/of verkocht transvaginale mesh. Deze kennisgeving is bedoeld om u te informeren over uw rechten in dit faillissement met betrekking tot de datum van verjaring en de procedure voor het indienen van een vordering en de voorgestelde verkoop door Endo van vrijwel al zijn activa.

**WAT IS EEN CLAIM?**

Een "vordering" betekent een recht om betaling of andere compensatie te vorderen. Als u of een ander familielid schade heeft geleden door Endo of een gerelateerd bedrijf, waaronder American Medical Systems (AMS), of hun producten, waaronder transvaginale mesh, kunt u een claim indienen tegen een of meer van deze entiteiten. Om een claim in te dienen, moet u een bewijs van vordering indienen in de faillissementszaak. U kunt een claim indienen namens uzelf of een overleden of gehandicapt familielid.

Voorbeelden van claims die kunnen worden ingediend in het Faillissement van Endo omvatten, maar zijn niet beperkt tot vorderingen inzake transvaginale mesh voor bekkenpijn, infecties, bloedingen of andere vermeende aandoeningen.

**WAT MOET U WETEN OVER DE BAR DATUM EN HET BEWIJS VAN CLAIM PROCES?**

De deadline voor het indienen van uw bewijs van claim wordt een bardatum genoemd. The uiterste datum of de deadline om uw vordering in te dienen, is 7 juli 2023 om 17:00 (Amerikaanse Eastern Time). Als u vóór de deadline geen bewijs van vordering indient,

verliest u alle rechten die u had om betaling of schadevergoeding te eisen. U moet het formulier voor bewijs van vordering indienen, zodat het daadwerkelijk ontvangen wordt op de uiterste datum. Een bewijs van claimformulier kan worden ingediend door u, een wettelijke voogd, overlevenden of familieleden van mensen die zijn overleden of gehandicapt zijn. U heeft geen advocaat nodig om een bewijs van vordering voor u in te dienen.

Voor een meer volledige lijst met relevante bedrijven en producten geproduceerd en/of verkocht door Endo, AMS en hun gerelateerde bedrijven, en voor meer volledige informatie over de uiterste datum en instructies over het indienen van een vertrouwelijke leidselvordering, gaat u naar [EndoClaims.com/nl/index-nl.html](http://EndoClaims.com/nl/index-nl.html) of belt u 929.284.1688 (internationaal).

**WAT MOET U WETEN OVER DE VERKOOP?**

Endo is van plan om vrijwel al haar activa te verkopen in een veiling- en verkoopproces in de faillissementszaak en onder voorbehoud van goedkeuring door de faillissementsrechtbank. Endo wil dat de verkoop vrij is van alle vorderingen, retentierechten en lasten.

Als u het niet eens bent met de voorgestelde verkoop, moet u schriftelijk bezwaar maken tegen de verkoop, zodat uw bezwaar op of vóór 7 juli 2023 om 16:00 uur (Amerikaanse Eastern Time) wordt ontvangen. Elke belanghebbende partij die zijn bezwaar niet binnen de bezwaartermijn naar behoren indient en dient, kan zijn vordering op de activa van Endo verliezen als de verkoop wordt goedgekeurd. Bezwaren die niet naar behoren zijn ingediend en betekend, kunnen niet door de faillissementsrechtbank in behandeling worden genomen.

Volledige informatie over de voorgestelde verkoop, waaronder veilingen van de activa van Endo, de datum van de verkoopzitting om de verkoop te overwegen en instructies voor het indienen van een bezwaar, zijn beschikbaar op [EndoClaims.com/nl/index-nl.html](http://EndoClaims.com/nl/index-nl.html) of door te bellen naar 929.284.1688 (internationaal).

**ALS U VRAGEN HEEFT OF ALS U AANVULLENDE INFORMATIE WILT:**

Telefonisch: 929.284.1688 (International) Bezoekadres: Endo International plc Centrum voor de verwerking van claims c/o Kroll Restructuring Administration LLC  
 Schriftelijk: [EndoClaims.com/nl/index-nl.html](http://EndoClaims.com/nl/index-nl.html) Grand Central Station, PO Box 4850  
 E-mail: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com) New York City, NY 10163-4850 (Verenigde Staten)

RAAD VOOR DE KINDERBESCHERMING

Minder kinderen uit huis geplaatst

De Raad verzocht vorig jaar veel minder vaak om een thuisplaatstelling. Over de oorzaak daarvan is nog weinig bekend.



Kenneth van der Grinten (rechts) bij de Raad.

Amec-Merlin van der Grinten

ANSTERAAM. Het lijkt goed nieuws: het aantal verzoeken om een kind uit huis te plaatsen is in 2021 fors gedaald. Maar de Raad voor de Kinderbescherming heeft een kanttekening bij de afname...

der vaak. Er wordt, zegt bijvoegslijk, steeds nadrukkelijker gepleit voor een thuisplaatstelling. Het aantal kinderen dat wordt geplaatst is daardoor gedaald...

aanpak van de Raad voor de Kinderbescherming. Het aantal kinderen dat wordt geplaatst is daardoor gedaald...

WOENSDAG 24 MEI 2023

Wie zijn radicalen die aanval opeisten?

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?



ANSTERAAM. In de belangrijkste boelving voor de heerschappij van Vladimir Putin zijn de Russische radicalen steeds meer aanwezig. Ze zijn niet alleen actief in de grensregio Belgorod, maar ook in andere delen van het land...

Beste groepen vechten sinds de Russische invasie aan de zijde van het Oekraïne tegen Russische radicalen. Deze groepen vechten tegen de invasie van Oekraïne...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

Russisch Vrijwilligerskorps

166 Russische vrijwilligerskorps is de beschikbare van de Russische Federatie van de Russische Federatie. Het korps is opgericht door de Moskouse politie en de Russische Federatie...

Lesje voor de vrijheid van Rusland

Het Lesje voor de Vrijheid van Rusland is een organisatie die zich inzet voor de vrijheid van Rusland. Het is opgericht door de Moskouse politie en de Russische Federatie...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

Wie zijn radicalen die aanval opeisten?

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

ANSTERAAM. In de belangrijkste boelving voor de heerschappij van Vladimir Putin zijn de Russische radicalen steeds meer aanwezig. Ze zijn niet alleen actief in de grensregio Belgorod, maar ook in andere delen van het land...

Beste groepen vechten sinds de Russische invasie aan de zijde van het Oekraïne tegen Russische radicalen. Deze groepen vechten tegen de invasie van Oekraïne...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

Russisch Vrijwilligerskorps

166 Russische vrijwilligerskorps is de beschikbare van de Russische Federatie van de Russische Federatie. Het korps is opgericht door de Moskouse politie en de Russische Federatie...

Lesje voor de vrijheid van Rusland

Het Lesje voor de Vrijheid van Rusland is een organisatie die zich inzet voor de vrijheid van Rusland. Het is opgericht door de Moskouse politie en de Russische Federatie...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

WOENSDAG 24 MEI 2023

Minder kinderen uit huis geplaatst

2019 constateren de meeste gezinszandhouding en heeft op de laatste maand van de afgelopen jaren een daling van het aantal kinderen uit huis geplaatst.

De Raad voor de Kinderbescherming heeft een kanttekening bij de afname. Het aantal kinderen dat wordt geplaatst is daardoor gedaald...

aanpak van de Raad voor de Kinderbescherming. Het aantal kinderen dat wordt geplaatst is daardoor gedaald...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

Russisch Vrijwilligerskorps

166 Russische vrijwilligerskorps is de beschikbare van de Russische Federatie van de Russische Federatie. Het korps is opgericht door de Moskouse politie en de Russische Federatie...

Lesje voor de vrijheid van Rusland

Het Lesje voor de Vrijheid van Rusland is een organisatie die zich inzet voor de vrijheid van Rusland. Het is opgericht door de Moskouse politie en de Russische Federatie...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

WOENSDAG 24 MEI 2023

Minder kinderen uit huis geplaatst

De Raad verzocht vorig jaar veel minder vaak om een thuisplaatstelling. Over de oorzaak daarvan is nog weinig bekend.



Kenneth van der Grinten (rechts) bij de Raad.

Amec-Merlin van der Grinten

ANSTERAAM. Het lijkt goed nieuws: het aantal verzoeken om een kind uit huis te plaatsen is in 2021 fors gedaald. Maar de Raad voor de Kinderbescherming heeft een kanttekening bij de afname...

der vaak. Er wordt, zegt bijvoegslijk, steeds nadrukkelijker gepleit voor een thuisplaatstelling. Het aantal kinderen dat wordt geplaatst is daardoor gedaald...

aanpak van de Raad voor de Kinderbescherming. Het aantal kinderen dat wordt geplaatst is daardoor gedaald...

WOENSDAG 24 MEI 2023

Minder kinderen uit huis geplaatst

2019 constateren de meeste gezinszandhouding en heeft op de laatste maand van de afgelopen jaren een daling van het aantal kinderen uit huis geplaatst.

De Raad voor de Kinderbescherming heeft een kanttekening bij de afname. Het aantal kinderen dat wordt geplaatst is daardoor gedaald...

aanpak van de Raad voor de Kinderbescherming. Het aantal kinderen dat wordt geplaatst is daardoor gedaald...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

Russisch Vrijwilligerskorps

166 Russische vrijwilligerskorps is de beschikbare van de Russische Federatie van de Russische Federatie. Het korps is opgericht door de Moskouse politie en de Russische Federatie...

Lesje voor de vrijheid van Rusland

Het Lesje voor de Vrijheid van Rusland is een organisatie die zich inzet voor de vrijheid van Rusland. Het is opgericht door de Moskouse politie en de Russische Federatie...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

Wie zijn radicalen die aanval opeisten?

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

ANSTERAAM. In de belangrijkste boelving voor de heerschappij van Vladimir Putin zijn de Russische radicalen steeds meer aanwezig. Ze zijn niet alleen actief in de grensregio Belgorod, maar ook in andere delen van het land...

Beste groepen vechten sinds de Russische invasie aan de zijde van het Oekraïne tegen Russische radicalen. Deze groepen vechten tegen de invasie van Oekraïne...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

Russisch Vrijwilligerskorps

166 Russische vrijwilligerskorps is de beschikbare van de Russische Federatie van de Russische Federatie. Het korps is opgericht door de Moskouse politie en de Russische Federatie...

Lesje voor de vrijheid van Rusland

Het Lesje voor de Vrijheid van Rusland is een organisatie die zich inzet voor de vrijheid van Rusland. Het is opgericht door de Moskouse politie en de Russische Federatie...

De aanval op de Russische grensregio Belgorod is opgeëist door twee gewelddadige Russische groepen. Wie zijn zij?

## ECONOMÍA Y TRABAJO



Una pareja, frente a una oficina del BBVA en 2020. (LUIS TELLO/REX)

# Los grandes bancos vuelven a ampliar su plantilla tras años de ajustes

### BBVA y el Santander son los que más empleados suman hasta marzo

HUGO GUTIÉRREZ (CINCO DÍAS)

Madrid

La crisis de 2008 y la era de tipos negativos o cero del Banco Central Europeo (BCE) zarandearon al sector financiero. Llegaron los años de fusiones bancarias, cierre masivo de oficinas y recortes de plantilla. Sin embargo, con la apuesta por la digitalización, los grandes bancos vuelven a aumentar el número de empleados, según sus cuentas del primer trimestre: todos crecen respecto a cierre de 2022 con la excepción de Unicaja.

Según el Banco de España, el número de empleados se redujo casi un 40% entre 2008 y 2021, hasta 168.352 trabajadores, mientras que han bajado la persiana más de un 60% de sucursales respecto a septiembre de 2008 (a finales del año pasado se contabilizaban 17.735 en España). "Se ve una continua pérdida de empleo, que es lógica al ir en paralelo a la reducción de la red de oficinas", explica Joaquín Maudos, director adjunto del Instituto Valenciano de Investigaciones Económicas (IVIE) y catedrático.

Una tendencia que la gran banca ha roto. En el inicio de este ejercicio, los seis bancos del Ibox —CaixaBank, Santander, BBVA, Sabadell, Unicaja y Bankinter— ganaron plantilla de forma agregada. "La transformación del sector está obligando a las entidades a demandar en mayor medida determinados perfiles más cualificados", argumenta Marta Alberni, consultora de Analistas Financieros Internacionales (Afi).

Si se compara el primer trimestre de 2023 con el último del año pasado, el BBVA es el que más crece en el país: ha ganado 435 trabajadores, un 1,7% más. "Estamos contratando talento tecnológico y creando empleos en nuevas áreas. En España estamos enfocados en la creación de empleo en ingeniería, datos y BBVA IT [para la captación de talento en tecnología]", dicen fuentes del

banco. En la comparación con el mismo período del ejercicio pasado, el avance ha sido superior: de 1.583 empleados, un 6,4% más. Le sigue el Santander. "Ha habido contrataciones en oficinas y también en perfiles tecnológicos. Por ejemplo, este año hemos creado el *hub* de Málaga y hemos reforzado áreas de servicios centrales", recuerdan en la entidad. El grupo ha ganado 208 empleados entre enero y marzo, un 0,8% más. Y respecto al mismo período de 2022, la subida es del 3,6%.

### Nuevos perfiles

Maudos incide en el cambio de perfil: "Ganan protagonismo las competencias digitales. Además, los especialistas en banca de empresas y de inversión también están muy cotizados, porque son dos áreas de negocio creciente".

Las fusiones bancarias distorsionan en parte los datos. Ejemplo de ello es CaixaBank, que en la comparación con el primer trimestre de 2022 no aumenta plantilla por las 6.452 salidas pactadas en julio de 2021 tras la absorción de Bankia. Pese a ello, si se compara con el cierre del año pasado, el grupo avanza en número de empleados. "Se está contratando personal de oficinas para algunos territorios, así como para la parte tecnológica", relatan fuentes de la entidad. Algo similar ocurre con Unicaja, que en su caso pierde plantilla tanto en la comparación trimestral como con el mismo período de 2022 por los 1.513 despidos tras la fusión con Liberbank.

El Sabadell gana 212 empleados en el año (82 si se compara con el cierre de 2022). "La banca vuelve a ser un destino atractivo para profesionales de mucho talento", aseguran fuentes del grupo. La rara avis es Bankinter. En su caso, no estuvo inmerso en los duros recortes de la Gran Recesión. "Ha creado empleo en los últimos 10 años, en la medida de sus posibilidades", apostillan fuentes de la entidad.

### AVISO LEGAL

**SI USTED O ALGUNO DE SUS SERES QUERIDOS SE HAN VISTO PERJUDICADOS POR ENDO O POR UNA EMPRESA RELACIONADA, INCLUIDA AMS, O POR SUS PRODUCTOS, COMO LA MALLA TRANSVAGINAL, SUS DERECHOS PUEDEN VERSE AFECTADOS POR LOS PLAZOS DE LA QUIEBRA DE ENDO.**

La fecha límite para presentar una reclamación para la quiebra es el 7 de julio de 2023, a las 5:00 p.m. (hora del este de EE. UU.).

La fecha límite para oponerse a la venta de Endo es el 7 de julio de 2023, a las 4:00 p.m. (hora del este de EE. UU.).

### ¿DE QUÉ SE TRATA?

El 16 de agosto de 2022, Endo International plc y algunas de sus filiales se declararon en quiebra al amparo del Capítulo 11 del Tribunal de Quiebras de los Estados Unidos para el distrito sur de Nueva York. La filial American Medical Systems (AMS) de Endo fabricaba y/o vendía mallas transvaginales. Este aviso busca informarle de sus derechos en esta quiebra con respecto a la fecha límite y al proceso de reclamación y a la venta propuesta por Endo de sustancialmente la totalidad de sus activos.

### ¿EN QUÉ CONSISTE LA RECLAMACIÓN?

La «reclamación» es el derecho a solicitar un pago u otra compensación. Si usted o alguno de sus seres queridos ha sido perjudicado por Endo o por una compañía relacionada, como American Medical Systems (AMS), o por sus productos, incluida la malla transvaginal, es posible que tenga derecho a reclamar a una o más de estas entidades. Para reclamar en el caso de quiebra, deberá presentar una prueba de reclamación. Puede presentar la reclamación en su nombre o en el de un pariente fallecido o discapacitado.

Ejemplos de reclamaciones que pueden presentarse en la quiebra de Endo serían, entre otras, por dolor pélvico, infección, hemorragia u otras supuestas lesiones causadas por la malla transvaginal.

### ¿QUÉ NECESITA SABER ACERCA DE LA FECHA LÍMITE Y DEL PROCESO DE PRUEBA DE RECLAMACIÓN?

La fecha límite es la fecha de vencimiento para presentar la prueba de reclamación. La fecha límite o de vencimiento para presentar su prueba de reclamación es el 7 de julio de 2023 a las 5:00 p.m. (hora del este de EE. UU.). En caso de que no presentara su prueba de reclamación antes de la fecha límite, perderá todo derecho a solicitar un pago o compensación. Deberá presentar el formulario de la prueba de reclamación, de forma que sea realmente recibido dentro del plazo de la fecha límite. El formulario de la prueba de reclamación puede presentarlo usted, un tutor legal, supervivientes o familiares de personas que han fallecido o que han quedado discapacitadas. Para presentar la prueba de reclamación no necesita un abogado.

Para obtener una lista más exhaustiva de las empresas y productos correspondientes que han sido fabricados y/o vendidos por Endo, AMS y sus compañías relacionadas y más detalles sobre la fecha límite y las instrucciones para presentar una reclamación personal confidencial por lesiones, visite [EndoClaims.com/sp-es/index-sp-es.html](https://EndoClaims.com/sp-es/index-sp-es.html) o llame al 929 284 1688 (internacional).

### ¿QUÉ NECESITA SABER ACERCA DE LA VENTA?

Endo tiene la intención de vender prácticamente todos sus activos en un proceso de subasta y venta en el caso de quiebra, lo que depende de la aprobación del tribunal de quiebras. Endo pretende que la venta sea libre de toda carga, cargo o gravamen de cualquier naturaleza.

Si usted no está de acuerdo con la venta propuesta, debe oponerse a ella antes de que sea recibida el 7 de julio de 2023, a las 4:00 p.m. (hora del este de EE. UU.) o antes. Toda parte interesada que no presente y entregue adecuadamente su objeción antes de la fecha límite puede perder su derecho a reclamar contra los activos de Endo en caso de que la venta sea finalmente aprobada. Las objeciones que no se presenten y notifiquen adecuadamente no serán tenidas en cuenta por el tribunal de quiebras.

Los detalles completos sobre la venta propuesta, incluida cualquier subasta de los activos de Endo, la fecha de la audiencia para decidir la venta y las instrucciones sobre cómo presentar la objeción están disponibles en [EndoClaims.com/sp-es/index-sp-es.html](https://EndoClaims.com/sp-es/index-sp-es.html) o llamando al 929 284 1688 (internacional).

### SI TIENE ALGUNA PREGUNTA O SI DESEA OBTENER MÁS INFORMACIÓN:

Llame al número: 929.284.1688 (internacional)

Visite: [EndoClaims.com/sp-es/index-sp-es.html](https://EndoClaims.com/sp-es/index-sp-es.html)

Correo electrónico: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

Escriba a: Endo International plc  
Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850

# La madera y la industrialización revitalizan el sector de la construcción

## El salón Construmat muestra el auge de los nuevos métodos más sostenibles

JOSE POLO  
L'Hospitalet de Llobregat

Vivir en una casa o un piso principalmente hecho de madera o prefabricado todavía es una rara avis en Catalunya. Pero a juzgar por las tendencias que se perciben en el salón Construmat, dedicado a la construcción, de aquí a unos años ya será bastante más común. De hecho, esta tendencia ya es una realidad más consolidada en otros países europeos.

“El salón muestra una manera de construir más sostenible y eficiente. La sociedad lo demanda”, comenta el presidente de Construmat, Xavier Vilajoana. Relata que otra de las tendencias, la construcción de viviendas prefabricadas que se realizan en fábricas y no sobre el terreno como se hace tradicionalmente, ayuda a “incorporar talento joven y femenino” al sector. “Cada proyecto tiene una solución concreta”, remarca el presidente de Construmat, que acabará mañana.

En la feria para profesionales que se realiza en el recinto de Gran Via de Fira en L'Hospitalet de Llobregat hay varias firmas que exponen soluciones con madera. “Nuestro sector vive una emergencia esperada y lógica. Construir con madera no es extraño en otros países. Es más sos-



Las soluciones de construcción con madera ocupan un lugar destacado en el Construmat de este año

tenible y saludable”, asegura Salvador Ordoñez, director de World Wood Future, empresa especializada a hacer todo tipo de trabajos con este material.

“La madera no ha venido a sustituir a otros materiales, sino a dialogar con ellos”, considera

Según Ordoñez, ahora se vive una cierta contradicción: “Tenemos madera, los recursos necesarios, pero no tenemos la industria para atender a la demanda creciente”. Por eso se busca el elemento en otros países como Francia y Finlandia, entre otros.

Sebastia es “la única empresa catalana que construye con madera del Pirineo”, cuenta su director comercial, Sergi Sebastia. Se ocupan de todo el ciclo: tala, manipulan y crean con este material. “Hacemos gestión forestal sostenible”, recalca. Según opina

Sergi Sebastia “no es cierto que en Catalunya no tengamos madera de calidad”.

El otro aspecto en auge son las casas prefabricadas. Es decir, que se llevan a cabo en fábricas y no a pie de obra como se ha hecho toda la vida. Después, se instalan. “En una fábrica lo controlas todo, no improvisas”, defiende Montse Pujol, consejera delegada de PMP, empresa con años de experiencia en este ámbito. “Como compras al por mayor, consigues mejores precios. Además, la construcción se hace en la mitad de tiempo”, agrega. “Comenzamos en el 2006 y hasta el 2018 la progresión fue lenta. Desde entonces hasta ahora ha explota-

### Los fondos europeos Next Generation ofrecen una oportunidad para la rehabilitación

do”, resuelve Pujol que, no obstante, reconoce que este método hoy por hoy ocupa un porcentaje muy pequeño del mercado.

Otro ámbito que se está impulsando es el de la rehabilitación de viviendas, con una inyección de 3.400 millones de euros de fondos europeos Next Generation hasta el año 2026. En Construmat hay apartados que explican cómo aprovechar esta oportunidad. “Ahora es mucho más fácil, las soluciones constructivas se han adaptado”, asegura Eva Bonet, coordinadora de la oficina técnica de rehabilitación del Consell de l'Arquitectura Tècnica de Catalunya.

#### AVISO LEGAL

**SI USTED O ALGUNO DE SUS SERES QUERIDOS SE HAN VISTO PERJUDICADOS POR ENDO O POR UNA EMPRESA RELACIONADA, INCLUIDA AMS, O POR SUS PRODUCTOS, COMO LA MALLA TRANSVAGINAL, SUS DERECHOS PUEDEN VERSE AFECTADOS POR LOS PLAZOS DE LA QUIEBRA DE ENDO.**

La fecha límite para presentar una reclamación para la quiebra es el 7 de julio de 2023, a las 5:00 p.m. (hora del este de EE. UU.).

La fecha límite para oponerse a la venta de Endo es el 7 de julio de 2023, a las 4:00 p.m. (hora del este de EE. UU.).

#### ¿DE QUÉ SE TRATA?

El 16 de agosto de 2022, Endo International plc y algunas de sus filiales se declararon en quiebra al amparo del Capítulo 11 del Tribunal de Quiebras de los Estados Unidos para el distrito sur de Nueva York. La filial American Medical Systems (AMS) de Endo fabricaba y/o vendía mallas transvaginales. Este aviso busca informarle de sus derechos en esta quiebra con respecto a la fecha límite y al proceso de prueba de reclamación y a la venta propuesta por Endo de sustancialmente la totalidad de sus activos.

#### ¿EN QUÉ CONSISTE LA RECLAMACIÓN?

La «reclamación» es el derecho a solicitar un pago o otra compensación. Si usted o alguno de sus seres queridos ha sido perjudicado por Endo o por una compañía relacionada, como American Medical Systems (AMS), o por sus productos, incluida la malla transvaginal, es posible que tenga derecho a reclamar a una o más de estas entidades. Para reclamar en el caso de quiebra, deberá presentar una prueba de reclamación. Puede presentar la reclamación en su nombre o en el de un pariente fallecido o incapacitado.

Ejemplos de reclamaciones que pueden presentarse en la quiebra de Endo serían, entre otras, por daños pélvicos, infección, hemorragia u otros supuestos lesiones causadas por la malla transvaginal.

#### ¿QUE NECESITA SABER ACERCA DE LA FECHA LÍMITE Y DEL PROCESO DE PRUEBA DE RECLAMACIÓN?

La fecha límite es la fecha de vencimiento para presentar la prueba de reclamación. La fecha límite o de vencimiento para presentar su prueba de reclamación es el 7 de julio de 2023 a las 5:00 p.m. (hora del este de EE. UU.). En caso de que no presentara su prueba de reclamación antes de la fecha límite, perderá todo

derecho a solicitar un pago o compensación. Deberá presentar la formulación de la prueba de reclamación, de forma que sea realmente recibida dentro del plazo de la fecha límite. El formulario de la prueba de reclamación puede presentarlo usted, un tutor legal, supervivientes o familiares de personas que han fallecido o que han quedado discapacitadas. Para presentar la prueba de reclamación no necesita un abogado.

Para obtener una lista más exhaustiva de las empresas y productos correspondientes que han sido fabricados y/o vendidos por Endo, AMS y sus compañías relacionadas y más detalles sobre la fecha límite y las instrucciones para presentar una reclamación personal confidencial por lesiones, visite [EndoClaims.com/sp-es/index-sp-es.html](http://EndoClaims.com/sp-es/index-sp-es.html) o llame al 929 284 1688 (internacional).

#### ¿QUE NECESITA SABER ACERCA DE LA VENTA?

Endo tiene la intención de vender prácticamente todos sus activos en un proceso de subasta y venta en el caso de quiebra, lo que depende de la aprobación del tribunal de quiebras. Endo pretende que la venta sea libre de toda carga, cargo o gravamen de cualquier naturaleza.

Si usted no está de acuerdo con la venta propuesta, debe oponerse a ella, venta por escrito para que sea recibida el 7 de julio de 2023, a las 4:00 p.m. (hora del este de EE. UU.) o antes. Toda parte interesada que no presente y entregue adecuadamente su objeción antes de la fecha límite puede perder su derecho a reclamar contra los activos de Endo en caso de que la venta sea finalmente aprobada. Las objeciones que no se presenten y notifiquen adecuadamente no serán tenidas en cuenta por el tribunal de quiebras.

Los detalles completos sobre la venta propuesta, incluida cualquier subasta de los activos de Endo, la fecha de la audiencia para denunciar la venta y las instrucciones sobre cómo presentar la objeción están disponibles en [EndoClaims.com/sp-es/index-sp-es.html](http://EndoClaims.com/sp-es/index-sp-es.html) o llamando al 929 284 1688 (internacional).

#### SI TIENE ALGUNA PREGUNTA O SI DESEA OBTENER MÁS INFORMACIÓN:

Llame al número: 929.284.1688 (internacional)  
Visite: [EndoClaims.com/sp-es/index-sp-es.html](http://EndoClaims.com/sp-es/index-sp-es.html)  
Correo electrónico: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

Escriba a: Endo International plc, Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

# Drivers hit with £400m fines for Khan's eco charge



MOTORISTS have been hit with £400million of fines for failing to pay London's controversial emissions charges in the past 16 months.

Some 2,468,471 penalty charge notices were issued by Transport for London between January 2022 and April 2023 for non-payment of the daily £12.50 rate for driving in the centre of the capital.

Drivers whose vehicles do not meet the standards for the Ultra Low Emission Zone

By Mark Duell

(Ulez), receive a fine of £180 if they fail to pay the charge, although this is reduced to £90 if it is paid within a fortnight.

The fines increased in January from £160 and £80 respectively. The £180 figure would equate to £444,334,780 in fines; the £160 figure equates to £394,955,360.

Hundreds of thousands more drivers are likely to be affected when Labour mayor Sadiq Khan expands the zone at the end of

August. The Ulez has proven controversial amid claims it does little to improve air quality and badly affects families and tradesmen who need their vehicles.

Nick Rogers, the Conservatives' City Hall transport spokesman, said: 'Sadiq Khan's Ulez expansion takes money from charities, small businesses and people on low incomes, while doing next to nothing to improve air quality. These figures show once again that Sadiq Khan is more interested in making money than he is in tackling air pollution.'

Mr Khan plans to expand the Ulez on August 29 to cover all of Greater London, with its new borders reaching Buckinghamshire, Essex, Hertfordshire, Kent and Surrey.

But in April, a High Court judge decided five Conservative-led councils could challenge the plan and a judicial review to effectively determine whether Mr Khan acted legally



### FROM THE DAILY MAIL ARCHIVE

**JUNE 15, 1995**  
PRINCE WILLIAM delivered his verdict on his success in winning a place at Eton yesterday. 'Really pleased,' he declared. William, 13 next week, will start at the 555-year-old Berkshire school in September. His arrival at Eton ends a recent tradition of sending royal children to the tough Scottish school of Gordonstoun.

**JUNE 15, 2002**  
MICK JAGGER is knighted, and yesterday, the rock veteran spoke of his delight at the honour. His knighthood has been the focus of controversy, with family campaigners raising concern at the example his wayward lifestyle sets. The superstar has seven children by four women and has had flings with a string of models.

### HAPPY BIRTHDAY

**COURTENEY COX, 59**  
While playing Monica Geller in sitcom Friends, the U.S. actress hid her lines in the fruit bowl and kitchen sink. She got her big break in 1984, in Bruce Springsteen's music video for Dancing In The Dark, as an adoring fan he pulls on stage to dance with him; she was paid \$350.



**LAKSHMI MITTAL, 73**  
The Indian-born, UK-based steel magnate is worth more than £13 billion. His Kensington mansion has been nicknamed the Taj Mittal — as it contains marble imported from the quarry mined to build the Taj Mahal, as well as a ballroom and bejewelled swimming pool.

### BORN ON THIS DAY

**WILBERT AWDRY (1911-1997)** is the Hampshire-born creator of the Thomas The Tank Engine books. An Anglican minister, he was thrown out of one curacy and denied another due to his pacifist beliefs. When his son Christopher had measles, Awdry entertained him with stories about talking engines, but the sick boy noticed if details got changed, so he wrote them down, with sketches of them with faces.

**GORDON WELCHMAN (1906-1985)** The English mathematician was a wartime codebreaker, described as Bletchley Park's 'Architect of Ultra Intelligence' and its 'forgotten genius'. He adapted Alan Turing's design for the Bombe machine, turning it into a workable device, and set up Hut 6, leading the team that decrypted more than a million German codes.

### ON JUNE 15...

**IN 1983**, BBC sitcom Blackadder, starring Rowan Atkinson, was screened for the first time. Its 40th anniversary is commemorated in a new set of Royal Mail stamps.



**IN 2022**, Microsoft 'retired' its browser Internet Explorer after 26 years.

### WORD WIZARDRY

**GUESS THE DEFINITION**  
**Lemniscate (c.1781)**  
A) To delve, to dig; B) A closed curve in the shape of a figure eight. C) To lay blame.  
*Answer below*

### PHRASE EXPLAINED

**According to Hoyle:** meaning according to plan or the rules; refers to Edmond Hoyle, who codified rules for various games.

### QUOTE FOR TODAY

*'I'll not listen to reason... Reason always means what someone else has got to say.'*  
Elizabeth Gaskell,  
English novelist (1810-1865)

### JOKE OF THE DAY

**WIYY** don't ladybirds play hide and seek? They're always spotted.  
Guess The Definition answer: B

Compiled by ETAN SMALLMAN and ADAM JACOT DE BOINDON

### LEGAL NOTICE

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) or call 929.284.1688 (International).

### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) or by calling 829.284.1688 (International).

IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

CALL: 929.284.1688 (International) WRITE: Endo International plc  
VISIT: [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) Claims Processing Center  
EMAIL: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com) c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

### 'Takes money from charities'

in how he gave the green light for its expansion will take place on July 4.

A spokesman for Mr Khan said: 'It sadly remains the case that thousands of Londoners die prematurely each year as a result of toxic pollution. The Ulez is not a money-making scheme and within a few years, as compliance increases, it will actually make a net loss.'

Comment - Page 14

**KUROSU**

			X	X
			O	
X	O		X	
X		O		
	O			X
	O			

Today's difficulty rating: ★★★

EVERY day in the Mail you can play Kurosu, the most addictive brainteaser since Sudoku. There are two rules:

- 1: Fill in each space with either a nought or a cross so there are no more than two consecutive noughts or crosses in any row or column. Important note: diagonals don't count.
- 2: Each row and column must contain three noughts and three crosses.

**Solution on Mail Puzzles back page**

PLAY more Kurosu and 47 puzzles like them every day on your smartphone or tablet with the Mail Digital Edition, your Mail newspaper on your screen. Get a trial offer today at [mailpuzzles.co.uk](http://mailpuzzles.co.uk)

■ Daily Mail Kurosu Volume 1 out now! Order for £6.29 / RRP £8.99 from [mailshop.co.uk/books](http://mailshop.co.uk/books) or call 020 3308 9193. Free p&p on orders over £20.

# After blocking £55bn video game takeover ...

# CMA boss insists UK is not anti-business



Bestseller: A character from World of Warcraft

THE boss of the competition watchdog has defended the decision to block Microsoft's £55bn mega-merger with video game maker Activision Blizzard - a day after the European Commission cleared the deal.

By Leah Montebello

said it was not her intention to create a 'hostile environment' for business in the UK. 'This is a sector where we want to make sure, together, that we can create and support the best conditions for competition that will enable companies big and small to thrive, including many UK start-ups, many UK competitors,' she told MPs. Cardell said the regulator

engages regularly with businesses and 'absolutely' considered the attractiveness of Britain when setting its strategy. 'I don't find that we are operating... in a hostile environment,' she told the business committee. Individual cases need to be decided on their merits. 'When we're looking strategically at the role of the competition authority, absolutely we will consider the impact of the decisions that we have made and the impact that has for the UK

economy, including the reputation externally.' Her comments come just a day after the European Commission approved the world's biggest gaming firm tie-up on condition that Microsoft ensures Activision's game catalogue will be freely available on other cloud game-streaming providers over the next ten years.

**LEGAL NOTICE**

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).  
The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

**WHAT IS THIS ABOUT?**  
On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

**WHAT IS A CLAIM?**  
A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

**WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?**  
The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) or call 929.284.1688 (International).

**WHAT DO YOU NEED TO KNOW ABOUT THE SALE?**  
Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.  
If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.  
Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) or by calling 829.284.1688 (International).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

CALL: 929.284.1688 (International)      WRITE: Endo International plc  
VISIT: [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html)      Claims Processing Center  
EMAIL: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)      c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

The European regulators said the commitments offered by Microsoft and Activision to maintain competition 'unlock significant benefits for competition and consumers'. The decision marked a dramatic split from the CMA, which last month suffered a barrage of criticism after rejecting the merger. Brad Smith, Microsoft vice-chairman, took aim at the 'unaccountable' regulator claiming the English Channel has 'never seemed wider' for attracting businesses. He said: 'There's a clear message here - the EU is a more attractive place to start a business than the UK.' And Activision, whose video games include Call Of Duty and World Of Warcraft, mocked Prime Minister Rishi Sunak's quest to make the UK the 'world's next Silicon Valley'. 'Global innovators will take note that, despite all its rhetoric, the UK is clearly closed for business,' the San Francisco business said following the CMA's block last month. Microsoft and Activision are already putting together a legal team to challenge the UK ruling, while over in the US, the Federal Trade Commission is suing to block the merger with a court hearing due in August.

But Cardell yesterday stuck to her guns and said the proposed plans by Microsoft were inappropriate and would have allowed the tech giant to 'set the terms of trade for ten years'. 'I believe that strong competition is a positive signal for the UK's reputation externally,' the CMA chief said. 'You want to have strong

competition in markets, it promotes growth and promotes innovation.'

Asked about how much the CMA had liaised with the US authorities over the Activision Blizzard takeover, Cardell (pictured below) said: 'We are absolutely not, and I would clarify this because I think there's been some speculation on this in the press - we are absolutely not, doing the bidding of other agencies.'

Appearing alongside Cardell in front of MPs on the House of Commons committee was the CMA's chairman Marcus Bokkerink, who also pushed back against the idea that blocking deals made Britain seem less attractive.

'We are vigilant, as it is our duty to be vigilant, about investments that consolidate and entrench market power,' he said.

'I think I would challenge the premise that if there is an impact on international confidence in doing business in the UK, that the best way that that confidence is served is by turning a blind eye to anti-competitive mergers.'

Microsoft has until July 18 to complete the merger before owing Activision a termination fee, which could be as much as £2.4bn.



## Interest Rates

Bank of Ireland UK announces that with effect from close of business on 12 May 2023, our Base Rate will be 4.50%

[bankofirelanduk.com/rates-and-fees](http://bankofirelanduk.com/rates-and-fees)

Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc. Registered in England and Wales (No. 7022885), Bow Bells House, 1 Broad Street, London EC4M 9BE.

# Blob-like sea jelly has the nerve to be mother of mankind

Rhys Blakely Science Correspondent

Scientists shed new light on one of our ancient ancestors by cracking one of zoology's toughest puzzles: which came first, the sea-sponge or the comb jelly?

Sponges are simple, sedentary sea creatures. Comb jellies are gelatinous blob-like organisms that swim through the oceans.

More than 500 million years ago, one of them became the first type of animal to diverge away from its ancestral lineage and form its own branch on the evolutionary tree.

After years of disagreement among scientists, a study published in the journal *Nature* has now suggested that it was the comb jellies that were the first to emerge in this way.

The evolutionary "trunk" from which the comb jelly branch split would itself later divide into four other major lineages of animal life that still exist today: sponges, placozoans (microscopic flat animals), cnidarians (such as anemones, jellyfish and hydra) and bilaterians (which include humans, as well as

molluscs, arthropods and numerous worms). The findings will allow scientists to build a clearer picture of what the ancestor of all animals looked like. We have very few fossils of these very early creatures. However, we know that comb jellies have muscles and neurons (nerve cells) while sponges do not.

It is reasonable to assume, the researchers argue, that all animals that have neurons and muscles share a common ancestor, which also had these traits.

If the sea jellies were the first group of animals to branch off, it suggests that "the last ancestor of all animals, which probably existed around 700 million years ago or longer, also had neurons and muscles", Dr Darrin Schultz of the University of Vienna, who led the study, said.

By contrast, if sponges had been the first creatures to branch off — which many researchers had assumed was the case — it would have suggested that the ancestor of all animals lacked neurons and muscles. It would have been possible that these cell types only evolved tens of millions or even hundreds of

millions of years later, a scenario that it now seems we can rule out.

The research involved looking at the chromosomes of a variety of animals, thread-like structures found inside the nucleus of their cells, which carry their genes, which are formed from DNA.

The analysis revealed key similarities between the chromosomes of comb jellies and those of primitive unicellular organisms, which shared a common ancestor around a billion years ago. In each, there were 14 groups of genes that were each found on separate chromosomes.

In all the other animal lineages, including sponges, these 14 groups of

genes have been reorganised and now form seven groups. The researchers argue that this must have happened in a common ancestor of these creatures.

Crucially, this could only have happened after the comb jellies had split away.

Professor Daniel Rokhsar of the University of California, Berkeley, said: "It's

exciting: we're looking back deep in time where we have no hope of getting fossils, but by comparing genomes, we're learning things about these very early ancestors."

Schultz added: "The fingerprints of this ancient evolutionary event are still present in the genomes of animals hundreds of millions of years later. This research... gives us context for understanding what makes animals animals. This work will help us understand the basic functions we all share, like how they sense their surroundings, how they eat and how they move."



Comb jellies are thought to have started animal life

## LEGAL NOTICE

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).  
 The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).

### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.

### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another loved one were harmed by Endo or a related company, including American Medical Systems (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) or call 929.284.1688 (International).

### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) or by calling 929.284.1688 (International).

IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:

CALL: 929.284.1688 (International) WRITE: Endo International plc  
 Claims Processing Center  
 VISIT: [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) c/o Kroll Restructuring Administration LLC  
 EMAIL: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com) Grand Central Station, PO Box 4850  
 New York, NY 10163-4850

TMS

diary@thetimes.co.uk | @timesdiary

## Grim reaper's final insult

The comic actress Kathy Burke, who hosts a cheery podcast about the perfect death called *Where There's a Will, There's a Wake*, is worried that she will die in the same accident as someone far more famous. "I was on a flight last year and Olivia Colman was on it," she said. "I thought, 'Well if we go down, that's it. It's all going to be about Dame Olivia and no one is going to give a shit about me.' The Daily Mail page 8 will probably say: 'That horrible woman has perished: good.'" As far forward as page 8? It could be worse. The Times didn't report the deaths of CS Lewis and Aldous Huxley until three days after they happened on November 22, 1963. Our attention had been distracted by events near a book depository in Texas on the same day.

### COLMAN'S SUPERHERO

Colman herself is happy to be overshadowed by Samuel L Jackson, her co-star in a new Marvel mini-series called *Secret Invasion*. "I loved him," she gushed to *Empire*. "He said my trainers were 'dope'. I didn't take them off for a year." Colman, below, said her only regret was that she wasn't cast as a superhero. "I kept asking if I could be bitten by something or fall into a vat of something," she said. "They were having none of it."

Jeremy Hunt may have spent too long listening to football managers. The chancellor told the British Chambers of Commerce conference yesterday that he supported the Bank of England's role in monetary policy "150 per cent". And on National Numeracy Day as well... Let's hope that's just an exaggeration, not a forecast for inflation.



### SPECTACLE IN UPPER THONG

Since he retired after 36 years of writing for Private Eye, Francis Wheen has found two things fill his social calendar. "I spend most of my time at funerals," he told Lackey Jacky at the launch of Andy McSmith's memoir, which led a passing Michael Cockerell to recall Harold Macmillan's line that "funerals are the cocktail parties of the geriatric classes". Wheen's other pursuit is to watch village cricket in places with funny names. Most recently he was in Upperthong, near Huddersfield, where he saw a young man share a double-century stand against Holmbridge. There was more riding on this than mere statistics. The youth was Wheen's son and he was about to marry his batting partner's daughter. "The wedding might not have gone so well if he'd run him out," Wheen said.

An election must be in the offing. Tory HQ launched a members' lottery yesterday with "a prize that no other lottery can offer" for those who stake £5 a month. The lucky winner will get £10,000 and a ten-minute chat on the phone with Rishi Sunak. Second prize, 20 minutes?

### MAD MISS AT WEMBLEY

As one of the biggest bands of the 1980s, with 15 top-ten hits by 1985, Madness should have performed at Live Aid, but the reggae band's lead singer has revealed that he blew the chance by turning down Bob Geldof when he offered him a slot at Wembley. "I thought this geezer couldn't organise a bunk-up in a brothel," Suggs admitted in an interview with Richard Herring. He decided instead to record a single with Jerry Dammers, of the Specials. "We sold 4,000 copies," Suggs said. "I'll never forget because I was moving house on the day of Live Aid and could hear it coming out of every house within a five-mile radius."

PATRICK KIDD

# Scenic island with historic links to Robert the Bruce up for sale

**Craig Williams**  
IT'S an idyllic escape from it all, right in the heart of Loch Lomond, with a charming cottage and abundance of yew trees reputedly planted by Robert the Bruce.

Inchlochnaig Island, which means the Island of Yew Trees, is a private island and it has now gone up for sale, with an asking price of offers over £995,000.

The most northerly of Loch Lomond's larger islands, Inchlochnaig lies just north of Inchconnachan in one of the most tranquil parts of the loch. It comes complete with a cottage, bathhouse, jetty and woodland.

The island is surrounded by a backdrop of spectacular mountain ranges, including Ben Lomond to the north as well as the Arrochar Alps to the west and north.

The island measures just under 200 acres (80 hectares) and is home to ancient woodland that includes around 800 yew trees.

Robert the Bruce is reputed to have planted the trees on the island in the 14th century.

Yew is the best wood for making a longbow and it is believed the Royal archers were supplied with yew from the island.

Cartographer and topographer Rev Timothy Pont recorded Inchlochnaig as having an abundance of yew trees in the 1580s, while studies of the yews in 1770 and 1873 reached the conclusion that the trees were between 350 and 400 years old.

Inchlochnaig is mentioned in a charter of 1541 and was used as pasture land for cattle in the 1600s.

A century later, a deer park was created on the island by Sir John Colquhoun of Luss. Fallow and white deer can still be seen there.

As well as an "glorious" forest, the island is home to a pretty, traditional two-bedroom cottage and three delectable cottages.

While the cottage has been used for holiday rentals and is currently let there are potential development opportunities in the form of the three derelict stone holiday buildings situated on the island.

Any such development would be subject to acquiring necessary consents.

The island also has its own jetty for landing and taking boats, with the picturesque conservation village of Luss located a 10-minute speedboat ride away.

Commenting on the sale, Cameron Fowler from real estate firm Savills said:



Inchlochnaig island on Loch Lomond boasts ancient woodland, including trees that date back to Bruce's time, and a charming cottage

“Inchlochnaig Island is perhaps the ultimate in private retreats and a very special sale



“This is an exciting launch from a historic perspective.

However, it also represents an incredible and rare opportunity to acquire a piece of Scottish heritage while enjoying the spectacular surroundings of Loch Lomond and the Trossachs National Park.

“Inchlochnaig Island is perhaps the ultimate in private retreats and a very special sale.”

Savills is inviting offers over £995,000 for Inchlochnaig Island.

Earlier this week, The Herald reported on how another Scottish island attracted interest from around the world after it went up for sale with a slightly lesser price tag of £150,000.

Barlocco Island in Wigtown Bay, Dumfries and Galloway, went on the

market last month for offers above £150,000.

The agent in charge of the sale said there had been interest from Norway, Italy, Germany and the United States.

Selling agent Galbraith said:

“Dumfries and Galloway is known for its beautiful scenery, extensive south-facing coastline and low population density.”

“The island offers a wonderful sense of tranquility and connection to nature which is highly valued as an escape from the stresses of hectic day-to-day lives.”

The rocky island, which measures 25 acres, is perfect for sea anglers or bird spotters, and water sports enthusiasts.

Access to the 25-mile Barlocco Island is by boat, or at low tide on foot or by tractor or quad bike, and there is a pebble beach on the western side, where a boat can be anchored or beached.

Currently there are no dwellings or buildings on the island and no current or historic planning consents or applications relating to the island. Offers for Barlocco have now closed.

## Wife of double murderer in court

Tom Torrance

THE wife of a double murderer has tearfully admitted picking him up from a blood-drenched crime scene as the two victims lay dead or dying.

Former Georgian police officer Vekhiva Lailashvili, 53, killed Lithuanians Dainius Kulboka, 44, and Jonas Semenas, 45, in Ilford, east London, after a drunken Russian new year celebration in 2021.

Lailashvili, who worked in the motor trade, had shared five bottles of brandy with the two friends before he grabbed knives and stabbed Mr Kulboka eight times and Mr Semenas 52 times.

The sound of the attack could be heard on a doorbell camera opposite the house, with one of the victims pleading with the killer to stop.

Lailashvili called his wife Anzika Sivolova, to pick him up before emergency services arrived.

Police found the bloody remains of Mr Kulboka in the hallway and the second victim lying near the patio doors.

Sivolova was alleged to have led to police looking for her husband and to have disposed of his blood-stained clothes.

The reason for the violence was not known, but it was claimed that Lailashvili owed the victims some £30,000.

Last year Lailashvili was found guilty of double murder and jailed for life with a minimum term of 35 years.

Yesterday, Sivolova, 55, pleaded guilty to perverting the course of justice between January 9 and 13, 2021. Sivolova said she had been “frightened” of her husband and was not involved in the killing.

Sentence was adjourned to July 7 at Southwark Crown Court.

## Big jump in mortgage arrears and homes being repossessed in first quarter of year, data shows

THE number of homes being repossessed and homeowners in arrears jumped in the first quarter of this year, according to figures from a trade association.

There was a 50% increase in the number of homeowner mortgages repossessed in the first quarter of 2023, compared with the previous three months, UK Finance said.

Some 750 homeowner mortgages repossessed were taken into possession in the first quarter of 2023.

UK Finance said the increase in repossessions is from a very low base, as cases make their way through the courts.

The number of buy-to-let homes being repossessed also increased.

UK Finance said that 400 buy-to-let mortgages were repossessed in the first quarter of 2023, which was 28% more than in the previous quarter.

In a further sign of



The UK housing market shows borrowers struggling

homeowners struggling, the number of homeowners in arrears also ticked upwards.

There were 76,630 homeowner mortgages in arrears of 2.5% or more of the outstanding balance in the first quarter of 2023, 2% greater than in the previous quarter.

Within the total, 28,180

balance. This was 5% higher than the previous quarter.

Meanwhile, 7,050 buy-to-let mortgages were in arrears of 2.5% or more of the outstanding balance in the first quarter of 2023, 16% greater than in the previous quarter.

The Bank of England base rate has been hiked 12 consecutive times, pushing up costs for some mortgage holders on variable rates.

Many homeowners on fixed-rate mortgages are yet to feel the impact of rate hikes.

Previous figures from UK Finance indicate that homeowners whose mortgages directly track the base rate face a total average annual bill hike of around £5,000.

The Resolution Foundation recently said that richer households, which are more likely to be mortgaged than poorer homes and tend to have more expensive properties, will face the majority of the rise in mortgage costs.

There were also 27,700 homeowner mortgages in the highest arrears band, representing between 2.5% and 5% of the outstanding

## Police called to alleged 'gun alert' at hospital

ARMED police were called to a Glasgow hospital after a patient allegedly spotted a man sitting in its accident and emergency department with a gun.

Officers rushed to the Royal Infirmary after the alarm was raised just before 1am yesterday.

An eyewitness said that people were quickly funnelled out of the waiting area into side rooms as police dealt with the situation.

They asked: "It was quite scary."

"People were taken away before the officers arrived, but there was

quite a police presence, a lot of cars."

A spokesperson for Police Scotland confirmed that a message had been received in connection with an alleged incident at the hospital and is now due to appear in court.

They added: "Police were called to Glasgow Royal Infirmary at around 12.50am on May 18, following a report of a man with a weapon."

"Officers attended and a 19-year-old man was arrested and charged. He is due to appear at Glasgow Sheriff Court."

## Funeral of late Queen cost UK Government £161.7m

THE funeral and lying in state of Queen Elizabeth II in September 2022 cost the UK Government an estimated £161.7 million, figures show.

The largest cost was reported by the Home Office at £73.7 million, followed by the Department for Culture, Media and Sport at £57.4 million.

The cost to the Scottish Government is estimated at £18.8 million, which is likely to have included events such as the lying in state in Edinburgh following her death at Balmoral Castle in Aberdeenshire.

The figures have been published by the Treasury as part of a written statement to

the UK Parliament, and cover the period from her death on September 8 to her funeral in London on September 19.

Other costs include £2.9 million by the Ministry of Defence, £2.6 million by the Department for Transport, £2.2 million by the Welsh Government and £2.1 million by both the Foreign, Commonwealth and

Development Office and the Northern Ireland Office.

The Treasury said that the total includes "fully restoring the Scottish and Welsh Governments, and the Northern Ireland Office, which in turn they were able to repay to partners who also incurred costs".

### LEGAL NOTICE

**IF YOU OR A LOVED ONE WERE HARMED BY ENDO OR A RELATED COMPANY, INCLUDING AMS, OR THEIR PRODUCTS INCLUDING TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

**The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time). The deadline to object to Endo's sale is July 7, 2023, at 4:00 p.m. (U.S. Eastern Time).**

#### WHAT IS THIS ABOUT?

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Endo affiliate American Medical Systems (AMS) previously manufactured and/or sold transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

#### WHAT IS A CLAIM?

A "claim" means a right to seek payment or other compensation. If you, or another third party, were harmed by Endo or a related company, including American Medical System (AMS), or their products, including transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself or a deceased or disabled relative.

Examples of claims that may be filed in the Endo bankruptcy include but are not limited to transvaginal mesh claims for pelvic pain, infection, bleeding, or other alleged injuries.

#### WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

**The deadline to submit your proof of claim is called a bar date. The bar date, at the deadline to submit your proof of claim, is July 7, 2023, at 5:00 p.m. (U.S. Eastern Time).** If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo, AMS, and their related companies, and for more complete details about the bar date and instructions on how to file a consolidated personal injury claim, visit [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) or call 929.284.1688 (International).

#### WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.

If you disagree with the proposed sale, you must object to the sale in writing, so that you objection is received on or before July 7, 2023, at 4:00 p.m. (U.S. Eastern Time). Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved. Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any objection to Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available at [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) or by calling 929.284.1688 (International).

**IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

CALL: 929.284.1688 (international) WRITE: Endo International plc  
VISIT: [EndoClaims.com/uk/index-uk.html](http://EndoClaims.com/uk/index-uk.html) Claims Processing Center  
c/o Kroll Restructuring Administration LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850  
EMAIL: [EndoInquiries@ra.kroll.com](mailto:EndoInquiries@ra.kroll.com)

# Exhibit J

# ENDO INTERNATIONAL PLC

International Social Media

You or a loved one may have a claim in the Endo bankruptcy if harmed by AMS or a related company or their products including transvaginal mesh.



**ENDO BANKRUPTCY**

**File a claim by July 7**

**Object to Endo's sale by July 7**

ENDOCLAIMS.COM  
File a claim by July 7. Object to Endo's sale by July 7  
Court Authorized Notice [Learn more](#)

You or a loved one may have a claim in the Endo bankruptcy if harmed by AMS or a related company or their products including transvaginal mesh.



**ENDO BANKRUPTCY**

**File a claim by July 7**

**Object to Endo's sale by July 7**

ENDOCLAIMS.COM  
File a claim by July 7. Object to Endo's sale by July 7  
Court Authorized Notice [Learn more](#)

# Exhibit K

Select Country

US - English



### QUICK LINKS:

[File a Claim](#)

[More Complete List of Relevant Entities](#)

[Full Bar Date Notice](#)

[Letter from the Official Committee of Unsecured Creditors Regarding Bar Date Materials](#)

[Letter from Official Committee of Opioid Related Claimants Regarding Bar Date Materials](#)

[Full Sale Notice](#)

## LEGAL NOTICE

**IF YOU, A CHILD IN YOUR CARE, OR ANOTHER LOVED ONE WAS HARMED BY ENDO OR A RELATED COMPANY, INCLUDING PAR OR AMS, OR THEIR PRODUCTS INCLUDING OPIOIDS, RANITIDINE, OR TRANSVAGINAL MESH, YOUR RIGHTS MAY BE AFFECTED BY DEADLINES IN THE ENDO BANKRUPTCY.**

---

The deadline to file a claim in the bankruptcy is July 7, 2023, at 5:00 p.m. (prevailing Eastern Time).

The deadline to object to Endo's sale is July 14, 2023, at 12:00 p.m. (prevailing Eastern Time).

---

Debtors' Restructuring  
Website

Case Website

Official Committee of  
Opioid Related  
Claimants'  
Informational Website

Official Committee of  
Unsecured Creditors'  
Informational Website

Full Prescribing  
Information, Including  
Boxed Warnings\*:

OPANA®  
(Oxymorphone  
Hydrochloride)  
Tablets

OPANA® ER  
(Oxymorphone  
Hydrochloride)  
Extended-  
Release Tablets

PERCOCET®  
(Oxycodone and  
Acetaminophen  
Tablets, USP)

\*For a more complete  
list of relevant  
products, please see  
the proof of claim form  
[here](#).

## WHAT IS THIS ABOUT?

---

On August 16, 2022, Endo International plc and certain of its affiliates filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Certain Endo affiliates manufactured and/or sold, among other things, branded opioid medications (including but not limited to OPANA® (oxymorphone hydrochloride), OPANA® ER (oxymorphone hydrochloride extended release), and PERCOCET® (oxycodone and acetaminophen tablets)), generic opioid medications, generic ranitidine medications, and transvaginal mesh. **This notice is intended to inform you of your rights in this bankruptcy regarding the bar date and proof of claim process and Endo's proposed sale of substantially all of its assets.**

## WHAT IS A CLAIM?

---

A "claim" means a right to seek payment or other compensation. If you, a child in your care, or another loved one were harmed by Endo or a related company, including Par or American Medical Systems (AMS), or their products, including opioids, ranitidine, or transvaginal mesh, you may have a claim against one or more of these entities. To make a claim, you will need to submit a proof of claim in the bankruptcy case. You may file a claim on behalf of yourself, a child in your care (including a child exposed to opioids in the womb), or a deceased or disabled relative. Examples of claims that may be filed in the Endo bankruptcy include but are not limited to:

- **Opioid Claims:** Claims for death, addiction or dependence, lost wages, loss of consortium, or neonatal abstinence syndrome (sometimes referred to as "NAS"), among others.
- **Ranitidine claims:** Claims for cancer, including bladder, esophageal, pancreatic, stomach, and liver cancer, among others.
- **Transvaginal mesh claims:** Claims for pelvic pain, infection, bleeding, among others.

## WHAT DO YOU NEED TO KNOW ABOUT THE BAR DATE AND PROOF OF CLAIM PROCESS?

---

The deadline to submit your proof of claim is called a bar date. The bar date, or the deadline to submit your proof of claim, is **July 7, 2023, at 5:00 p.m. (prevailing Eastern Time)**. If you do not submit a proof of claim by the deadline, you will lose any rights you may have had to seek payment or compensation. You must file a proof of claim form so that it is actually received by the bar date. A proof of claim form can be filed by you, a legal guardian, survivors, or relatives of people who have died or are disabled. You do not need an attorney to file a proof of claim for you.

For a more complete list of relevant companies and products manufactured and/or sold by Endo and its related companies, including full prescribing information and BOXED WARNINGS for OPANA® (oxymorphone hydrochloride), OPANA® ER (oxymorphone hydrochloride extended release), and PERCOCET® (oxycodone and acetaminophen tablets), please refer to the “Quick Links” section on the left hand side of this page. For more complete details about the bar date and instructions on how to file a confidential personal injury claim, visit [here](#) or call **877.542.1878 (Toll-Free) or 929.284.1688 (International)**.

## WHAT DO YOU NEED TO KNOW ABOUT THE SALE?

---

Endo intends to sell substantially all of its assets in an auction and sale process in the bankruptcy case and subject to approval by the bankruptcy court. **Endo is seeking relief that the sale will be free and clear of all claims, liens, and encumbrances.** A draft sale order was filed by Endo with the bankruptcy court on July 7, 2023 and is available [here](#).

If you disagree with the proposed sale, you must object to the sale in writing, so that your objection is received on or before **July 14, 2023, at 12:00 p.m. (prevailing Eastern Time)**. **Any party in interest who fails to properly file and serve its objection by the objection deadline may lose its claim against Endo's assets if the sale is approved.** Objections not filed and served properly may not be considered by the bankruptcy court.

Complete details about the proposed sale, including any auction for Endo's assets, the date of the hearing to consider the sale, and instructions on how to file an objection, are available [here](#) or by calling **877.542.1878 (Toll-Free)** or **929.284.1688 (International)**.

## **IF YOU HAVE ANY QUESTIONS OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION:**

<b>Call:</b>	<a href="tel:877.542.1878">877.542.1878 (Toll-Free)</a> <a href="tel:929.284.1688">929.284.1688 (International)</a>
<b>Write:</b>	Endo International plc Claims Processing Center c/o Kroll Restructuring Administration LLC Grand Central Station, PO Box 4850 New York, NY 10163-4850
<b>Visit:</b>	<a href="https://restructuring.ra.kroll.com/endo/">https://restructuring.ra.kroll.com/endo/</a>
<b>Email:</b>	<a href="mailto:EndoInquiries@ra.kroll.com">EndoInquiries@ra.kroll.com</a>

*PLEASE NOTE: Kroll is the appointed claims and noticing agent for Endo International plc's chapter 11 cases. As such, we are not permitted to provide legal or financial advice. Further, Kroll is not permitted to accept claims via email or fax, and any such information provided via either of these methods will not constitute a claim in these proceedings.*



© 2023 Kroll. All rights reserved.

[Terms of Use](#) / [Privacy Policy](#)

**THIS IS EXHIBIT "J"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

---

**PURCHASE AND SALE AGREEMENT**

by and among

Endo Enterprise, Inc., Endo USA, Inc. and Paladin Pharma Inc.

as the Buyers

and

Endo International plc and the other Sellers (as defined herein),

as the Sellers

Dated as of [●], 2024

---

## TABLE OF CONTENTS

Page

### ARTICLE I DEFINITIONS

Section 1.1	Certain Defined Terms.....	2
Section 1.2	Table of Definitions .....	24

### ARTICLE II PURCHASE AND SALE

Section 2.1	Purchase and Sale of Assets.....	30
Section 2.2	Excluded Assets .....	34
Section 2.3	Assumed Liabilities .....	35
Section 2.4	Excluded Liabilities .....	38
Section 2.5	Consents to Certain Assignments .....	39
Section 2.6	Contract Designation .....	40
Section 2.7	Consideration .....	43
Section 2.8	Canada Holdco Equity Option .....	43
Section 2.9	Professional Fee Escrow Accounts.....	43
Section 2.10	Closing .....	44
Section 2.11	Purchase Price Allocation.....	47
Section 2.12	Withholding .....	48
Section 2.13	Post-Closing Actions .....	48
Section 2.14	Designated Buyer(s).....	49

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE ENDO COMPANIES

Section 3.1	Organization.....	50
Section 3.2	Authority .....	50
Section 3.3	No Conflict; Required Filings and Consents; Pre-Signing Matters.....	51
Section 3.4	Specified Equity Interests and Transferred Assets .....	52
Section 3.5	Company Reports; Financial Statements; No Undisclosed Liabilities .....	52
Section 3.6	Absence of Certain Changes or Events.....	54
Section 3.7	Compliance with Law; Permits.....	54
Section 3.8	Litigation.....	55
Section 3.9	Employee Plans.....	56
Section 3.10	Labor and Employment Matters .....	57
Section 3.11	Real Property .....	59
Section 3.12	Intellectual Property and Data Privacy .....	61
Section 3.13	Taxes .....	62
Section 3.14	Regulatory Matters.....	64
Section 3.15	Environmental Matters.....	66
Section 3.16	Material Contracts.....	67

Section 3.17	Accounts Receivable; Inventory .....	69
Section 3.18	Customers and Suppliers.....	70
Section 3.19	Certain Payments .....	70
Section 3.20	Brokers .....	71
Section 3.21	Exclusivity of Representations and Warranties .....	71

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF THE BUYERS

Section 4.1	Organization.....	72
Section 4.2	Authority .....	72
Section 4.3	No Conflict; Required Filings and Consents .....	72
Section 4.4	Brokers .....	73
Section 4.5	[Reserved.].....	73
Section 4.6	Buyers' Investigation and Reliance .....	73

ARTICLE V  
COVENANTS

Section 5.1	Conduct of Business Prior to the Closing .....	75
Section 5.2	Covenants Regarding Information.....	78
Section 5.3	Notification of Certain Matters .....	79
Section 5.4	Employee Matters .....	79
Section 5.5	Consents and Filings; Further Assurances .....	83
Section 5.6	Refunds and Remittances.....	85
Section 5.7	Public Announcements .....	86
Section 5.8	Bankruptcy Court Filings and Approval.....	86
Section 5.9	Endo Marks.....	88
Section 5.10	IP License.....	88
Section 5.11	Assumed Liabilities; Adequate Assurance of Future Performance .....	88
Section 5.12	Sale Free and Clear .....	88
Section 5.13	Product Liability Insurance.....	89
Section 5.14	Intellectual Property Registrations.....	89
Section 5.15	Corporate Existence .....	89
Section 5.16	Regulatory Approvals .....	89
Section 5.17	Communication with Customers and Suppliers.....	91
Section 5.18	Post-Closing Cooperation .....	91
Section 5.19	Buyers Expenses .....	91

ARTICLE VI  
TAX MATTERS

Section 6.1	Transfer Taxes .....	91
Section 6.2	Tax Cooperation and Information.....	91
Section 6.3	Structure and Pre-Closing Steps .....	92
Section 6.4	Certain Tax Elections.....	92
Section 6.5	Apportionment of Certain Taxes .....	93

Section 6.6	Retention of Tax Records .....	94
Section 6.7	Tax Refunds .....	94
Section 6.8	Canadian Tax Treatment.....	94
Section 6.9	Interim Payments of Taxes .....	95

## ARTICLE VII CONDITIONS TO CLOSING

Section 7.1	General Conditions .....	95
Section 7.2	Conditions to Obligations of the Endo Companies.....	96
Section 7.3	Conditions to Obligations of the Buyers.....	97

## ARTICLE VIII TERMINATION

Section 8.1	Termination.....	98
Section 8.2	Effect of Termination.....	103

## ARTICLE IX GENERAL PROVISIONS

Section 9.1	Nonsurvival of Representations, Warranties and Covenants.....	103
Section 9.2	Indemnification by Buyers.....	103
Section 9.3	Fees and Expenses .....	104
Section 9.4	Amendment and Modification .....	104
Section 9.5	Waiver.....	104
Section 9.6	Notices .....	105
Section 9.7	Interpretation.....	106
Section 9.8	Entire Agreement .....	106
Section 9.9	Parties in Interest.....	107
Section 9.10	Governing Law .....	107
Section 9.11	Submission to Jurisdiction .....	107
Section 9.12	Disclosure Generally.....	108
Section 9.13	Assignment; Successors.....	108
Section 9.14	Enforcement.....	108
Section 9.15	Currency.....	109
Section 9.16	Severability .....	109
Section 9.17	Waiver of Jury Trial.....	109
Section 9.18	Counterparts.....	109
Section 9.19	Electronic Signature.....	109
Section 9.20	Time of Essence.....	109
Section 9.21	Damages Limitation.....	110
Section 9.22	No Recourse Against Nonparty Affiliates .....	110
Section 9.23	Bulk Sales .....	110
Section 9.24	No Presumption Against Drafting Party .....	110
Section 9.25	Conflicts; Privileges.....	110
Section 9.26	Conflicts Between this Agreement and the Chapter 11 Plan.....	111

Exhibit 1	Chapter 11 Plan
Exhibit 2	Bill of Sale
Exhibit 3	Form of IP Assignment Agreement
Exhibit 4	Form of Transition Services Agreement
Exhibit 5	UCC Resolution Term Sheet

## PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT**, dated as of [●], 2024 (this “Agreement”), is made by and among Endo International plc, a public limited company incorporated in Ireland (“Seller Parent”), each of the other Sellers (as defined below), Endo Enterprise, Inc., a Delaware corporation (the “Enterprise Buyer”), Endo USA, Inc., a Delaware corporation (the “US Buyer”), and Paladin Pharma Inc., a Quebec corporation (the “Canada Buyer” and, together with the Enterprise Buyer, the US Buyer and, solely if Buyer Parent duly exercises the Canada Holdco Equity Option in accordance with Section 2.8(a) below, the Canada HoldCo Equity Buyer, each a “Buyer” and, collectively, the “Buyers”).

### RECITALS

A. The Endo Companies (as defined below) are engaged in the Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals and International Pharmaceuticals business segments (together, as operated by the Endo Companies as of the date hereof and through the Closing Date, the “Business”). References to the “Business” as operated following the Closing Date, shall be read to exclude the Excluded Assets.

B. Seller Parent and certain of the other Endo Companies filed voluntary petitions (the “Petitions”) for relief commencing cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) on August 16, 2022. The New Holdcos filed voluntary petitions for relief commencing cases under chapter 11 of the Bankruptcy Code in Bankruptcy Court on May 25, 2023. The NewCo Sellers filed voluntary petitions for relief commencing cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court on May 31, 2023.

C. The Required Holders (as defined below) have expressed their support for a sale of the Business on the terms set out herein and consistent with the terms of the Chapter 11 Plan as the best way to preserve and maximize value.

D. The Endo Companies believe, following consultation with their legal and financial advisors and consideration of available alternatives, that, in light of the current circumstances, a sale of the Business as provided herein is necessary to preserve and maximize value, and is in the best interest of the Endo Companies and their respective stakeholders, including creditors.

E. The Sellers desire to sell to the Buyers all of the Transferred Equity Interests and Transferred Assets and transfer to the Buyers all of the Assumed Liabilities and the Buyers desire to purchase from the Sellers all of the Transferred Equity Interests and Transferred Assets and assume all of the Assumed Liabilities, upon the terms and conditions hereinafter set forth.

F. The execution and delivery of this Agreement and the Endo Companies’ ability to consummate the transactions set forth in this Agreement are subject to, among other things, the entry of the Confirmation Order under, *inter alia*, Section 1129 of the Bankruptcy Code, as further set forth herein. The Parties desire to consummate the proposed transaction as promptly as practicable after the Bankruptcy Court enters the Confirmation Order.

G. The Parties acknowledge that this Agreement is entered into in expectation of the approval of the Chapter 11 Plan by the Bankruptcy Court, and the Parties shall exercise commercially reasonable efforts to procure that the Chapter 11 Plan is approved by the Bankruptcy Court. The Parties acknowledge and agree that this Agreement shall have no effect unless and until the Confirmation Order has been entered under, *inter alia*, Section 1129 of the Bankruptcy Code, and the Chapter 11 Plan has been approved by the Bankruptcy Court.

## AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

### ARTICLE I DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement:

“Action” means any claim, action, suit, arbitration or proceeding by or before any Governmental Authority.

“Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

“Alternative Transaction” means the sale, transfer or other disposition, directly or indirectly, including through an asset sale, share sale, merger, amalgamation, or other similar transaction approved by the Bankruptcy Court, of the Transferred Equity Interests and/or all or substantially all of the Transferred Assets (other than any Inventory sold or disposed of in the Ordinary Course of Business and, for the avoidance of doubt, any asset designated as an Excluded Asset pursuant to Section 2.2) and the assumption of the Assumed Liabilities, in a transaction or series of transactions with one or more Persons other than Buyers or any of their Affiliates.

“Ancillary Agreements” means, collectively, this Agreement, including the Bill(s) of Sale, the IP Assignment Agreement(s), the Luxembourg Share Transfer Form, the Canada Share Transfer Form (solely if Buyer Parent duly exercises the Canada Holdco Equity Option), the Transition Services Agreement and the other instruments and agreements required to be executed and delivered by any of the Parties in connection with the transactions contemplated hereby.

“Antitrust Law” means the HSR Act, the Competition Act, the Investment Canada Act and any competition, merger control and antitrust Law of any other applicable supranational, national, federal, state, provincial or local Law designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolizing or restraining trade or lessening competition of any other country or jurisdiction, to the extent applicable to the transactions contemplated by this Agreement.

“Assumed Plan” means each Employee Plan, other than (i) such Employee Plans set forth in Section 1.1(a) of the Disclosure Letter and (ii) any equity-based awards granted under the Equity Incentive Plans, provided, that “Assumed Plan” shall include any long-term cash awards granted

under the Amended and Restated 2015 Stock Incentive Plan (as the same exists as of the date hereof) or any other written long-term cash-based incentive awards of the Endo Companies that are either outstanding as of the date hereof or are entered into, established or adopted as permitted by Section 5.1(b)(ix).

“Austrian Regulatory Authorizations” means the marketing authorizations issued to Endo Ventures Limited by the Austrian Agency for Health and Food Safety in respect of Noax Uno (Tramadol) with reference numbers Zul.Nr.: 1-26327, Zul.Nr.: 1-26329 and Zul.Nr.: 1-26331.

“Automatic Transfer Employee” means each individual who, as of the Closing Date, is employed (as defined under any applicable Canadian Labor Laws), or has an outstanding offer of employment to be employed in Canada, by the Sellers whose employment would transfer automatically by operation of law on the Closing Date to the Buyers (or one of their Affiliates as the case may be) under any applicable Canadian Labor Laws.

“Bankruptcy Cases” means the bankruptcy cases commenced by the Endo Companies under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

“Bankruptcy Code” means Title 11 of the United States Code, Sections 101 et seq., as in effect or as may be amended from time to time.

“Bermuda Sellers” means Astora Women’s Health Bermuda ULC; Bermuda Acquisition Management Limited; Endo Bermuda Finance Limited; Endo Global Ventures and Endo Ventures Bermuda Limited.

“Books and Records” means all current and historical books and records in the possession or control of the Sellers relating to the Business, in whatever form kept (including electronic form), including the financial, corporate, operations and sale books, records, files, research, documents, clinical studies, books of account, sales and purchase records, lists of suppliers and customers, business reports, plans, projections and manuals, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise, relating to the Business.

“Branded Pharmaceuticals” means the segment of the Endo Companies’ business that includes the Sellers’ specialty and established pharmaceutical product portfolios that are sold under their brand name.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the city of New York, New York, United States, Montreal, Quebec, Canada or Dublin, Ireland.

“Business Employee” means each Specified Subsidiary Employee, Automatic Transfer Employee and Offer Employee.

“Business Transfers” means (i) the transfer of the business, together with certain assets and liabilities of Endo Global Biologics Unlimited Company to NewCo 1, pursuant to a Business Transfer Agreement dated May 31, 2023, between, *inter alia*, Endo Global Biologics Unlimited Company and NewCo 1 and (ii) the transfer of the business, together with certain assets and

liabilities of Endo Ventures Unlimited to NewCo 2, pursuant to a Business Transfer Agreement dated May 31, 2023, between, *inter alia*, Endo Ventures Unlimited Company and NewCo 2.

“Buyer Material Adverse Effect” means any event, change, occurrence or effect that would prevent, materially delay or materially impede the performance by the Buyers of their obligations under this Agreement or the Ancillary Agreements or the timely consummation of the transactions contemplated hereby or thereby.

“Buyer Parent” means Endo, Inc., a Delaware corporation and the ultimate parent of the Buyers.

“Canada Holdco” means Paladin Labs Canadian Holding Inc.

“Canada Holdco Intercompany Receivable” means, at the Closing, any Intercompany Receivable owed by Paladin Labs Inc. to Canada Holdco.

“Canada Holdco Transferred Equity Interests” means all Equity Interests in Canada HoldCo.

“Canada Sellers” means (i) Paladin Labs Inc. (or any successor by amalgamation); and (ii) Canada Holdco, unless either (A) the Canada Holdco Equity Option is duly exercised by Buyer Parent in accordance with Section 2.8, or (B) Canada Holdco has been amalgamated with Paladin Labs Inc. prior to the Closing Date).

“Canadian Court” means the Ontario Superior Court of Justice (Commercial List).

“Canadian Debtors” means Canada Holdco and Paladin Labs Inc.

“Canadian Intercompany Receivable” means any Intercompany Receivable owed by a Canada Seller.

“Canadian Labor Laws” means all Laws of a federal, provincial, territorial or other Governmental Authority in Canada in connection with transfer of employment by operation of law as applicable to individuals employed by any Endo Company as of the Closing Date, including, without limitation, Section 2097 of the Civil Code of Quebec, S.Q. 1991, c. 64, and Section 97 of the Act respecting labour standards, CQLR, c. N-1.1 (Que.).

“Canadian Plan Recognition Order” means an order of the Canadian Court recognizing and giving full force and effect in Canada to the Confirmation Order and the Chapter 11 Plan, which Order shall be (i) in form and substance acceptable to the Debtors and the Required Consenting Global First Lien Creditors; and (ii) a Final Order.

“Canadian Recognition Case” means the recognition proceedings before the Canadian Court commenced by Paladin Labs Inc., in its capacity as foreign representative of the Bankruptcy Cases, pursuant to Part IV of the Companies’ Creditors Arrangement Act (Canada).

“Canadian Retirement Plans” means the employer retirement plan of Paladin Labs Inc. administered by ManuLife, which includes the Registered Retirement Savings Plan, the Deferred Profit Sharing Plan and the Tax Free Savings Account.

“Canadian Securities Administrators” means the Canadian securities regulatory authorities in each of the provinces and territories of Canada, as applicable.

“Canadian Securities Laws” means the Canadian provincial or territorial securities laws and the rules, regulations and published policies thereunder.

“Canadian Tax Act” means the *Income Tax Act*, R.S.C. 1985 (5<sup>th</sup> Supp.) c.1 (Canada), as amended, and the regulations promulgated thereunder.

“Cash and Cash Equivalents” means all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit and marketable securities, and any bank accounts and lockbox arrangements of the Endo Companies, other than any such cash or cash equivalents of the Indian Subsidiaries, as of the Closing.

“Cash Collateral Order” means the interim and final orders [Docket No. 98] and [Docket No. 535], respectively, entered by the Bankruptcy Court authorizing the Debtors’ use of Cash Collateral (as defined in Section 363(a) of the Bankruptcy Code).

“CASL” means Canada’s anti-spam legislation (S.C. 2010, c. 23) (Canada), and its regulations, as amended.

“Chapter 11 Plan” means the *Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (as may be modified, amended or supplemented from time to time) [Docket No. • ], which shall be acceptable to the Endo Companies and the Buyers, and as in the form attached hereto as Exhibit 1, or as otherwise agreed in writing between counsel to the Debtors and counsel to the Required Holders.

“Claim” has the meaning set forth in Section 101(5) of the Bankruptcy Code.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and any rules or regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreement” means the collective bargaining agreement between the applicable Endo Company and United Steelworkers Local Union 176 covering employees at the Debtors’ manufacturing facility in Rochester, Michigan that are members of United Steelworkers Local Union 176.

“Competition Act” means the *Competition Act* (Canada), RSC 1985, c. C-34, as amended, and any regulations promulgated thereunder.

“Competition Act Approval” means in respect of the transactions contemplated by this Agreement, either: (i) the issuance of an advance ruling certificate pursuant to Section 102 of the

Competition Act that has not been rescinded; or (ii) the expiry, waiver or termination of any applicable waiting periods under Section 123 of the Competition Act.

“Confirmation Order” means an Order from the Bankruptcy Court confirming the Chapter 11 Plan. Among other things, the Confirmation Order will approve the Non-GUC Releases and GUC Releases (each as defined in the Chapter 11 Plan). The terms of the Confirmation Order, including the Non-GUC Releases and GUC Releases, shall be in form and substance acceptable to the Debtors and the Required Consenting Global First Lien Creditors.

“Consenting First Lien Creditors” has the meaning set forth in the Restructuring Support Agreement.

“Contract” means any contract, agreement, Lease, insurance policy, capitalized lease, license, sublicense, sales order, purchase order, instrument, or other commitment, that is binding under applicable Law.

“control,” including the terms “controlled by” and “under common control with,” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise.

“Cure Claims” means amounts that must be paid and obligations that otherwise must be satisfied, pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption or assumption and assignment, as applicable, of the Transferred Contracts, as determined (other than in the case of any Transferred Contracts that may be assumed and assigned pursuant to Section 5.6 of this Agreement) pursuant to Article VII of the Chapter 11 Plan.

“Cure Notice” means, collectively, (a) the initial notice of potential assumption and assignment that was served upon the counterparties to the Sellers’ Executory Contracts, which notice included, among other things, the proposed amount of Cure Claims, the form of which was attached as Exhibit B to *Victor Wong’s Affidavit of Service* [Docket No. 1872]; and (b) any subsequent notices amending the initially proposed amount of Cure Claims on the notice referenced in the foregoing clause (a), including but not limited to, the *Notice of Amended Cure Cost Schedule* [Docket No. 2392] and the *Notice of the Second Amended Cure Cost Schedule* [Docket No. 2522], as may be amended or supplemented from time to time.

“Cyprus Seller” means Endo Ventures Cyprus Limited.

“DAC Seller” means Endo Designated Activity Company.

“date hereof” or “date of this Agreement” means the date on which the Chapter 11 Plan is first filed with the Bankruptcy Court.

“Debtors” means Seller Parent and its debtor Affiliates, as debtors and debtors in possession in the Bankruptcy Cases.

“Definitive Documents” has the meaning set forth in the Restructuring Support Agreement.

“Distribution Licenses” means all licenses, permits, authorizations and registrations issued by Health Canada and other Governmental Authorities, including, drug establishment licenses, natural health product site licenses, medical device establishment licenses (if any), narcotics licenses, dealer’s licenses, precursor licenses and cannabis drug licenses.

“Employee Plans” means (a) all “employee benefit plans” within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, and (b) all other compensation or employee benefit plans, contracts, policies, programs, practices, agreements and arrangements, whether written or unwritten, formal or informal, including all pension, retirement, supplemental retirement, profit-sharing, savings and thrift, bonus, stock bonus, stock option or other cash or equity-based incentive or deferred compensation, employment, severance pay, change in control, retention, vacation, sick leave, paid time off, welfare, disability, death, fringe and medical, retiree medical, surgical, hospitalization, accident death and dismemberment, life insurance, dental, collective bargaining, salary or other similar plans, contracts, policies, programs, practices, agreements or arrangements (whether written or unwritten), in each case, adopted, sponsored, entered into, maintained, contributed to, or required to be contributed to by (i) any Endo Company for the benefit of (1) any Business Employee, (2) any individual who would have been a Business Employee except that such individual was not employed by the Endo Companies as of the Closing Date, or (3) any other current or former employee, director or consultant of the Endo Companies or (ii) any Specified Subsidiary; and in each and every case, other than government sponsored plans related to national or provincial insurance, social security, social insurance, social assistance, family allowance, pension, old age, survivor benefits, healthcare, sickness, prescription drugs, employment insurance, unemployment insurance, parental insurance, parental benefits, workers or workplace safety, work injury, workers medical benefits and other similar government sponsored plans (collectively, “Government-Sponsored Plans”).

“Encumbrance” means any mortgage, deed of trust, pledge, hypothecation, assignment, licenses or sub-license, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), claim, security interest, or other security arrangement or restriction of any kind and any other preference, priority or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, any option granted to sell or acquire an asset, any voting or transfer restrictions (in the case of Equity Interests) and any interest of a lessor under a capitalized lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

“Endo Companies” means the Sellers and the Specified Subsidiaries.

“Endo Luxembourg” means Endo US Holdings Luxembourg I S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 18, Boulevard de Kockelsheuer, L-1821 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B197803.

“Endo Luxembourg Transferred Equity Interests” means all Equity Interests in Endo Luxembourg.

“Endo Marks” means all Trademarks owned by the Endo Companies, including those Trademarks consisting of or containing the word “Endo” or “Paladin,” and including the Trademarks set forth on Section 1.1(c) of the Disclosure Letter.

“Environmental Claim” means any action, cause of action, claim, suit, proceeding, investigation, Order, demand or notice by any Person alleging Liability (including Liability for investigatory costs, governmental response costs, remediation or clean-up costs, natural resources damages, property damages, personal injuries, attorneys’ fees, consultants’ fees, fines or penalties) arising out of, based on, resulting from or relating to (a) the presence, Release or threatened Release of, or exposure to any Hazardous Materials; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any other matters covered or regulated by, or for which liability is imposed under, Environmental Laws.

“Environmental Law” means any Law and any policy, practice or guideline of a Governmental Authority relating to pollution, the protection of, restoration or remediation of or prevention of harm to the environment or natural resources, or the protection of public or worker health and safety (solely as relating to exposure to Hazardous Materials), including civil law or common law responsibility for acts or omissions with respect to the environment.

“Environmental Permit” means any Permit or agreement with a Governmental Authority required under or issued pursuant to any Environmental Law.

“Equity Incentive Plans” mean the Amended and Restated Employee Stock Purchase Plan (as of the date hereof) and the Amended and Restated 2015 Stock Incentive Plan (as of the date hereof).

“Equity Interests” 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 Endo Companies (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in the Endo Companies), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated “stock.”

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” means any entity that is a member of (a) a controlled group of corporations (as defined in Section 414(b) of the Code); (b) a group of trades or businesses under common control (as defined in Section 414(c) of the Code); (c) an affiliated service group (as defined under Section 414(m) of the Code); or (d) any group specified in Treasury Regulations promulgated under Section 414(o) of the Code, any of which includes or included any Endo Company.

“ETA” means the *Excise Tax Act*, R.S.C., 1985, c. E-15 (Canada), as amended, and the regulations promulgated thereunder.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.

“Excluded Contracts” means all Contracts of each Seller that are not Transferred Contracts.

“Excluded Regulatory Authorizations” means the Irish Excluded Regulatory Authorizations, the Austrian Regulatory Authorizations and the UK Regulatory Authorizations.

“Excluded Taxes” means any Taxes (other than Non-U.S. Sale Transaction Taxes) (i) that were in existence or assertable against any Seller prior to the Closing Date (other than to the extent that any such Tax is triggered solely by the transactions contemplated by this Agreement or any steps necessary to effect the transactions contemplated by this Agreement that are agreed to by the Buyers and the Sellers and taken by the Sellers prior to the Closing), (ii) related to the Transferred Assets or the operation of the Business that are incurred in, or attributable to, any taxable period, or portion thereof, ending on or prior to the Closing Date, (iii) 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 in relation to any taxable period ending on or prior to the Closing Date), or (iv) in respect of any Excluded Assets.

“FDA” means the United States Food and Drug Administration, and any successor thereto.

“FFDCA” means the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. Section 301, et seq.

“Final Order” means an Order of the Bankruptcy Court or any other court of competent jurisdiction, which Order has not been modified, amended, reversed, vacated, or stayed (other than by any modification or amendment that is consented to in writing by the Buyers) and (a) as to which the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired and as to which no appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall then be pending or (b) if a timely appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof shall have been filed or sought, either (i) no stay of the Order shall be in effect, (ii) if such a stay shall have been granted, then (A) the stay shall have been dissolved, (B) a final order of the district court, circuit court or other court of competent jurisdiction having jurisdiction to hear such appeal shall have affirmed the Order and the time allowed to appeal from such affirmance or to seek review or rehearing thereof shall have expired and the taking or granting of any further hearing, appeal or petition for certiorari shall not be permissible, and if a timely appeal of such court Order or timely motion to seek review or rehearing of such Order shall have been made, any appellate court having jurisdiction to hear such appeal or motion (or any subsequent appeal or motion to seek review or rehearing) shall have affirmed the district court’s (or lower appellate court’s) order upholding the Order and the time allowed to appeal from such affirmance or to seek review or rehearing thereof shall have expired and the taking or granting of any further hearing, appeal or petition for certiorari shall not be permissible, or (C) certiorari shall have been denied, or (iii) a new trial, stay, reargument, or rehearing shall have expired; provided, that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedures or any analogous rule under the Federal Rules of Bankruptcy Procedure may be filed with respect to such Order shall not cause such Order not to be a Final Order.

“Fraud” means actual and intentional fraud by a Person with respect to any representation or warranty made by such Person expressly contained in this Agreement or any Ancillary Agreement.

“GAAP” means United States generally accepted accounting principles as in effect on the date hereof, applied on a consistent basis.

“Generic Pharmaceuticals” means the segment of the Endo Companies’ business that includes a product portfolio of approximately one hundred twenty five (125) generic product families that treat and manage a wide variety of medical conditions.

“Goodwill” means all goodwill associated with the Business.

“Governmental Authority” means any United States or non-United States national, federal, provincial, territorial, state, municipal or local governmental, regulatory or administrative authority, agency, court or commission or any other judicial or arbitral body, including, without limitation the Bankruptcy Court, and any “governmental unit” as defined in Section 101(27) of the Bankruptcy Code.

“GST/HST” means any goods and services tax and harmonized sales tax payable under Part IX of the ETA (including, for greater certainty, the provincial component of any harmonized sales tax).

“Hazardous Materials” means any material, substance, chemical, or waste (or combination thereof) that is listed, defined, designated, regulated, classified as or otherwise determined to be, hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil, or words of similar meaning or effect, or which may form the basis of Liability, under or pursuant to any Environmental Law.

“Health Canada” means the Department of Health of the federal government of Canada for which the Canadian federal Minister of Health is responsible.

“Health Care Laws” means all Laws and regulations relating to the manufacturing, processing, researching, testing, procuring, possessing, holding, development, marketing, storing, holding, packaging, selling, supplying, distributing, wholesaling, advertising, labelling, pricing, reimbursement, import and export of therapeutic products, good manufacturing practices, pharmacovigilance, good clinical practice (“GCP”) and good laboratory practice including, without limitation: (a) the FDCA, the Public Health Service Act (42 U.S.C. Section 201 et seq.), and any FDA regulations promulgated thereunder, or any similar Law of any other applicable Governmental Authority; (b) the Food and Drugs Act (Canada) and its associated regulations (including the Food and Drug Regulations, Medical Devices Regulations and Natural Health Products Regulations), the Consumer Packaging and Labelling Act (Canada) and its associated regulations, the Controlled Drugs and Substances Act (Canada) and its associated regulations, the Cannabis Act (Canada) and its associated regulations; (c) the Controlled Substances Act; (d) the U.S. Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)), the Stark Anti-Self-Referral Law (42 U.S.C. Section 1395nn), the U.S. Civil False Claims Act (31 U.S.C. Section 3729 et seq.), Sections 1320a-7, 1320a-7a, and 1320a-7b of Title 42 of the United States Code and the regulations promulgated pursuant to such statutes and any comparable self-referral or fraud and abuse laws promulgated by any Governmental Authority; (e) the U.S. Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Section 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. Section 17921 et seq.),

and the regulations promulgated thereunder (“HIPAA”) and any Law or regulation the purpose of which is to protect the privacy of individually-identifiable patient information; (f) the Medicare statute (Title XVIII of the Social Security Act), as applicable; (g) the Medicaid statute (Title XIX of the Social Security Act), as applicable; (h) any applicable Law or regulations relating to and/or governing publicly funded federal and provincial health care programs, drug insurance plans, pricing and reimbursement, including the Ontario Drug Benefit Act and the Drug Interchangeability and Dispensing Fee Act and associated regulations; (i) the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Affordability Reconciliation Act of 2010; (j) the Physician Payments Sunshine Act (Open Payments) (42 U.S.C. Section 1320a-7h); (k) all Laws related to the conduct of human subjects research, clinical trials, and pre-clinical trials, including, without limitation, The Federal Policy for the Protection of Human Subjects (Common Rule) (45 C.F.R. Part 46), FDA GCP regulations (including 21 C.F.R. Parts 11, 50, 54 and 56), International Conference on Harmonisation of Technical Requirements for Pharmaceuticals for Human Use, World Health Organization (WHO) clinical research standards and the United Nations Educational, Scientific and Cultural Organization (UNESCO) Universal Declaration on Bioethics and Human Research; (l) Directive 2001/83/EC on human medicines as may be amended and restated from time to time or any repealing legislation; (m) Directive 2002/20/EC on clinical trials and Regulation (EU) No. 536/2014 on clinical trials, and EU and national guidance relating to same, and national implementing legislation, including but not limited to, the European Communities (Clinical Trials on Medicinal Products For Human Use) Regulations, 2004 and European Union (Clinical Trials on Medicinal Products for Human Use) Regulations 2022, as amended; (n) the Irish Medicines Board Act 1995, as amended, and each of the Medicinal Products Regulations, as amended, made pursuant to the Irish Medicines Board Act 1995; (o) the Ethics in Public Office Acts, 1995 and 2001, as amended; (p) the Criminal Justice (Corruption Offences) Act 2018; (q) the Misuse of Drugs Act 1977, as amended and Misuse of Drugs Regulations 2017, as amended; or (r) any and all other applicable comparable Laws of other Governmental Authorities.

“HSR Act” means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“ICA Approval” means in respect of the transactions contemplated by this Agreement, either (a) receipt by the Buyers of a notice from the responsible Minister under the Investment Canada Act that the Minister is satisfied that the Agreement and the other transactions contemplated hereby are likely to be of net benefit to Canada pursuant to the Investment Canada Act or (b) the time period provided for such notice under the Investment Canada Act shall have expired such that the responsible Minister under the Investment Canada Act shall be deemed pursuant to the Investment Canada Act to have been satisfied that the Agreement and the other transactions contemplated hereby are likely to be of net benefit to Canada pursuant to the Investment Canada Act and shall have sent a notice to that effect.

“IND” means an Investigational New Drug Application, as defined in the FFDCRA and applicable regulations promulgated thereunder by the FDA.

“Indebtedness” means without duplication, all outstanding obligations of a Person (including any obligations to pay principal, interest, breakage costs, penalties, fees, premiums, make-whole amounts, guarantees, reimbursements, damages, costs of unwinding and other

liabilities) with respect to (a) indebtedness for borrowed money or loans or advances whether current or funded, fixed or contingent, secured or unsecured (excluding trade payables and other accounts payable, in each case in the Ordinary Course of Business); (b) indebtedness evidenced by notes, bonds, debentures, mortgages or similar instruments; (c) lease obligations required under GAAP to be accounted for on the balance sheet of such Person as capital leases; (d) any letter of credit, bank guarantee, banker's acceptance or similar credit transaction; (e) deferred purchase price of property (tangible or intangible), goods or services (excluding trade payables and other accounts payable, in each case in the Ordinary Course of Business), including any earn-outs or purchase price adjustments relating to acquisitions (other than trade payables or accruals in the Ordinary Course of Business); (f) swap, currency, hedging, derivative or cap agreement or similar agreement; or (g) direct or indirect guarantees of obligations or any other form of credit support of obligations (including the grant of an Encumbrance on any asset of such Person to secure obligations) of the types described in clauses (a) through (f) above of any other Person.

“Indemnification Obligations” has the meaning set forth in the Chapter 11 Plan.

“Indemnified Person” has the meaning set forth in the Chapter 11 Plan.

“Indian Competition Act” means the (Indian) Competition Act, 2002, as amended, and any rules and regulations promulgated thereunder.

“Indian HoldCo” means Endo India Holdings, LLC a Delaware limited liability company, formed in the United States by Sellers prior to the date hereof, for the purposes of acting as the holding company of the Indian Subsidiaries.

“Indian HoldCo Interests” means all membership interests of Indian HoldCo.

“Indian Subsidiaries” means, collectively, PFPL, PAT and PBPL.

“Information Privacy and Security Laws” means all applicable Laws to the extent concerning the privacy, data protection and/or security of Personal Data, including, where applicable HIPAA, and all regulations promulgated thereunder, state, provincial or federal data privacy and breach notification laws, state, provincial or federal social security number protection laws, any applicable Laws concerning requirements for website and mobile application privacy policies and practices, data or web scraping, call or electronic monitoring or recording or any outbound communications (including, outbound calling and text messaging, telemarketing, and e-mail marketing), the national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC) (as amended by Directive 2009/136), the California Consumer Privacy Act of 2018, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (the “GDPR”), the Federal Trade Commission Act, the Gramm Leach Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Children's Online Privacy Protection Act, state consumer protection laws, the Payment Card Industry Data Security Standard, the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5) (Canada), as amended, the Act respecting the protection of personal information in the private sector (CQLR, ch. P-39.1) (Québec), the Personal Information

Protection Act (Statutes of Alberta, 2003, c. P-6.5), the Personal Information Protection Act (S.B.C. 2003, c. 63) (British Columbia) and CASL.

“Infringe” means infringe, misappropriate or otherwise violate.

“Insider” means an “insider” of the Sellers as defined in Section 101(31) of the Bankruptcy Code.

“Intellectual Property” means all intellectual property rights of every kind and description throughout the world, including all U.S. and foreign: (a) trade names, trademarks and service marks, business names, corporate names, domain names, trade dress, logos, slogans, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (“Trademarks”); (b) patents, patent applications, invention disclosures, industrial designs (including design registrations and design patents) and all related counterparts, continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, renewals, and extensions thereof (“Patents”); (c) copyrights and copyrightable subject matter (whether registered or unregistered) (“Copyrights”); (d) rights in computer programs (whether in source code, object code, or other form) and software systems, algorithms, databases, compilations and data, technology supporting the foregoing (“Software”); (e) rights in trade secrets and confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies (“Trade Secrets”); (f) all rights in the foregoing and in other similar intangible assets; (g) all applications and registrations for any of the foregoing; and (h) all rights and remedies (including the right to sue for and recover damages) against past, present, and future Infringement, relating to any of the foregoing.

“Interests” means all Claims, Encumbrances, and other interests (as such term is used in Section 1141(c) of the Bankruptcy Code).

“International Pharmaceuticals” means the segment of the Endo Companies’ 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.

“Investment Canada Act” means the *Investment Canada Act* (Canada), R.S.C., 1985, c. 28 (1st Supp.), as amended, and any regulations promulgated thereunder.

“Ireland Sellers” means Astora Women’s Health Ireland Limited; Astora Women’s Health Technologies; the DAC Seller; Endo Eurofin Unlimited Company; Endo Finance IV Unlimited Company; Endo Global Aesthetics Limited; Endo Global Biologics Unlimited Company; Seller Parent; Endo Ireland Finance II Limited; Endo Management Limited; Endo TopFin Limited; Endo Ventures Aesthetics Limited; Hawk Acquisition Ireland Limited; New Holdco 1; Endo Ventures Unlimited Company; Endo Global Development Limited; Endo Procurement Operations Limited and New Holdco 2.

“Irish Excluded Regulatory Authorizations” means HPRM Manufacturer’s/Importation Authorization (M11636/00001), HPRM Marketing Authorization in respect of Testim 50g

transdermal gel (PA2311/001/001), HPRC Certificate of GDP Compliance (22516), HPRC Certificate of GMP Compliance (24897/M11636).

“Irish Regulatory Authorizations” means HPRC Wholesale Distributor Authorization (W11741/00001) and HPRC API Registration (ASR11816/00001).

“IRS” means the Internal Revenue Service of the United States.

“Knowledge” with respect to the Endo Companies means the actual knowledge, after making reasonable inquiry of their direct reports, of the persons listed in Section 1.1(b) of the Disclosure Letter.

“Law” means any applicable statute, law, ordinance, regulation, rule, code, injunction, judgment, decree or Order of any Governmental Authority in any jurisdiction and any mandatory standards and guidelines under European Union Law issued by any Governmental Authority as are applicable to the Business.

“Lease” means a lease, sublease, license, or other use or occupancy agreement with respect to the real property to which an Endo Company is a party as lessee, sublessee, tenant, subtenant, licensee, lessor, sublessor, licensor or in a similar capacity.

“Leased Real Property” means the leasehold interests held by any Endo Company under the Leases (other than any Leases designated as an Excluded Asset pursuant to Section 2.6).

“Liability” means any debt, loss, claim, damage, demand, fine, judgment, penalty, Tax, liability or obligation of any kind (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

“Luxembourg Sellers” means Endo Luxembourg Finance Company I S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 18, Boulevard de Kockelsheuer, L-1821 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B182645; Endo Luxembourg Holding Company S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 18, Boulevard de Kockelsheuer, L-1821 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B182517; Endo Luxembourg International Financing SARL, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 18, Boulevard de Kockelsheuer, L-1821 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B221412 and Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 18, Boulevard de Kockelsheuer, L-1821 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B204925.

“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 Endo Companies of their respective 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 Authority, and including the “Coronavirus” or “COVID-19”) or any Law issued by a Governmental Authority 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, (vi) following the date of this Agreement, 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 this Agreement (it being understood that the exception in this clause (vii) shall not apply with respect to the representations and warranties in Section 3.3(a) intended to address the consequences of the execution or delivery of this Agreement or the consummation of the transactions contemplated by this Agreement), (viii) the filing or continuation of the Bankruptcy 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), (ix) customary occurrences as a result of events leading up to and following the commencement of a proceeding under chapter 11 of the Bankruptcy Code, (x) a decline in the trading price or trading volume of any securities issued by the Endo Companies or any change in the ratings or ratings outlook for the Endo Companies (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 (xi) the failure to meet any projections, guidance, budgets, forecasts or estimates with respect to the Endo Companies (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), (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.

“Minister” has the meaning set forth in Section 3 of the Investment Canada Act.

“NDA” means a new drug application as defined in the FDCA and applicable regulations promulgated thereunder by the FDA or supplemental new drug application, and any amendments thereto submitted to the FDA.

“New Holdco 1” means Operand Pharmaceuticals HoldCo II Limited, a private company limited by shares incorporated and tax resident in Ireland (Registration Number: 730648) formed for the purposes of acting as a new holding company of Endo Global Biologics Unlimited Company.

“New Holdco 2” means Operand Pharmaceuticals HoldCo III Limited, a private company limited by shares incorporated and tax resident in Ireland (Registration Number: 730649) formed for the purposes of acting as a new holding company of Endo Ventures Unlimited Company.

“New Holdcos” means New Holdco 1 and New Holdco 2.

“NewCo 1” means Endo Biologics Limited, a private company limited by shares incorporated and tax resident in Ireland (Registration Number: 731365) formed for the purposes of acquiring the business of Endo Global Biologics Unlimited Company.

“NewCo 2” means Endo Operations Limited (previously known as Operand Pharmaceuticals III Limited), a private company limited by shares incorporated and tax resident in Ireland (Registration Number: 731366) formed for the purposes of acquiring the business of Endo Ventures Unlimited Company.

“NewCo Sellers” means, together, (a) NewCo 1 and (b) NewCo 2.

“Non-Indian Equity Holder,” means, with respect to an external commercial borrowing made by an Indian Subsidiary, (a) a direct non-Indian equity holder with minimum twenty-five percent (25%) direct equity holding in the borrowing entity, (b) an indirect equity holder with minimum indirect equity holding of fifty one percent (51%), or (c) a group company with common overseas parent, or such other definition of “Foreign Equity Holder” as included in the Master Direction - External Commercial Borrowings, Trade Credits and Structured Obligations (updated as of September 30, 2022) issued by the Reserve Bank of India read with the (Indian) Foreign Exchange Management (Borrowing and Lending) Regulations, 2018.

“Non-U.S. Sale Transaction Taxes” means Taxes (including any Transfer Taxes allocated to the Buyers pursuant to Section 6.1) imposed by or payable to any Taxing Authority (Non-U.S.) arising: (a) by reason of the sale or transfer of the Transferred Assets and Transferred Equity Interests and the assumption of the Assumed Liabilities, or by reason of the Business Transfers, and any Taxes imposed by or payable to any Taxing Authority (Non-U.S.) triggered on or with respect to any actions taken by the Endo Companies after August 16, 2022 but prior to the Closing Date (including those undertaken pursuant to Section 6.3) to the extent such actions were agreed to by the Buyers or their respective advisors prior to such actions having been taken; (b) in relation to the pre-Closing transfer of the Specified Equity Interests in the Indian Subsidiaries by PPI and Par LLC to Indian HoldCo and Operand, respectively; or (c) in relation to the pre-Closing transfer of the Indian HoldCo Interests by PPI to Endo Luxembourg.

“Offer Employee” means each individual who, as of the Closing Date, is employed by, or has an outstanding offer of employment to be employed by, the Endo Companies, including any Qualified Leave Recipients, and who is not a Specified Subsidiary Employee or an Automatic Transfer Employee.

“Operand” means Operand Pharmaceuticals HoldCo I Limited, a private company limited by shares incorporated and tax resident in Ireland (Registration Number: 730647).

“Opioid Claim” has the meaning set forth in the Chapter 11 Plan.

“Order” means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority.

“Ordinary Course of Business” means the operation of the Business in the ordinary course in a manner that is materially consistent with past practices, as such practices may have been, are or may be, after the date of the Agreement, reasonably modified as necessary to respond to the “Coronavirus” or “COVID 19” and in compliance with applicable Law (taking into account the Debtors’ financial restructuring and the pendency of the Bankruptcy Cases).

“Organizational Documents” means, with respect to any Person (other than an individual), (i) the certificate or articles of association, incorporation, organization, merger, amalgamation, limited partnership or limited liability company, or constitution or memorandum and articles of association and any joint venture, limited liability company, operating, stockholders or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person; and (ii) all bylaws of such Person and voting agreements to which such Person is a party relating to the organization or governance of such Person.

“Par LLC” means Par, LLC, a Delaware limited liability company, direct Subsidiary of PPI and indirect Subsidiary of Seller Parent.

“Party” or “Parties” means, individually or collectively, the Buyers, the Seller Parent and the Sellers.

“PAT” means Par Active Technologies Private Limited, a company incorporated under the laws of India, with its registered office at 9/215, Pudupakkam-Vandalur Main Road Pudupakkam, Kelambakkam Chennai- 603 103, Tamil Nadu.

“PBPL” means Par Biosciences Private Limited, a company incorporated under the laws of India, with its registered office at 9/215, Pudupakkam-Vandalur Main Road Pudupakkam, Kelambakkam Chennai- 603 103, Tamil Nadu.

“Permitted Encumbrance” means (a) statutory liens for unpaid Taxes that are (i) not yet delinquent or (ii) that are being contested in good faith and for which adequate reserves have been established in the Seller Financial Statements in accordance with GAAP, (b) liens arising by operation of law in favor of warehousemen, landlords, carriers, mechanics, materialmen, laborers, or suppliers, incurred in the Ordinary Course of Business, (c) liens on amounts deposited to secure any of the Endo Companies’ obligations in connection with worker’s compensation or other unemployment insurance (but excluding Encumbrances arising under ERISA or other pension standards legislation) pertaining to any Endo Company’s employees in the Ordinary Course of Business and not in connection with the borrowing of money relating to obligations as to which there is no default on the part of the Sellers for a period with respect to amounts not yet overdue or that are being contested in good faith and for which adequate reserves have been established in the Seller Financial Statements in accordance with GAAP, (d) liens on amounts deposited to secure any Endo Company’s obligations in connection with the making or entering into of bids, tenders, or leases in the Ordinary Course of Business and not in connection with the borrowing of money or the deferred purchase price of property or services, (e) as to any Lease, (i) any Encumbrance in the Ordinary Course of Business, which does not materially impair the title, value or use of such

Lease, and (ii) any interests and rights of the respective landlords with respect thereto, including any statutory landlord liens and any similar Encumbrances, (f) licenses and similar grants of rights to Intellectual Property in the Ordinary Course of Business, (g) with respect to any Real Property, easements, rights of way, zoning, building and other land use restrictions, minor title defects or irregularities or any other similar encumbrances, that individually or in the aggregate, do not materially affect the current use or operation thereof, (h) any Encumbrance that will be extinguished at or prior to Closing to the extent so extinguished, and (i) restrictions or requirements set forth in any Order relating to the Transferred Assets.

“Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

“Personal Data” means any and all information about or related to an individual that can be used to identify the individual, including Protected Health Information as defined under HIPAA and “personal data” as defined under the GDPR. Personal Data includes (a) information in any form, including paper, electronic and other forms, (b) any information that enables a Person to contact the individual (such as information contained in a cookie or an electronic device fingerprint), (c) personal identifiers such as name, address, Social Security Number, date of birth, driver’s license number or state identification number, Taxpayer Identification Number and passport number, (d) credit or debit card numbers, account numbers, access codes, insurance policy numbers, (e) unique biometric data, such as fingerprint, retina or iris image, voice print or other unique physical representation and (f) individual medical or health information.

“Petition Date” means, (i) with respect to the Endo Companies other than the New Holdcos and NewCo Sellers, August 16, 2022; (ii) with respect to the New Holdcos, May 25, 2023; and (iii) with respect to the NewCo Sellers, May 31, 2023.

“PFPL” means Par Formulations Private Limited, a company incorporated under the laws of India, with its registered office at 9/215, Pudupakkam-Vandalur Main Road Pudupakkam, Kelambakkam Chennai- 603 103, Tamil Nadu.

“Plan Transaction” has the meaning set forth in the Chapter 11 Plan.

“PPI” means Par Pharmaceutical Inc., a New York corporation and indirect Subsidiary of Seller Parent.

“Pre-Closing Professional Fee Reserve Amounts” means the amounts equal to the good faith estimates provided by each professional that the Debtors’ estates are obligated to pay, reflecting 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).

“Prepetition First Lien Indebtedness” means, collectively, the Prepetition First Lien Notes Indebtedness and the Prepetition First Lien Secured Loan Indebtedness (each as defined in the Restructuring Support Agreement); 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; provided, further, that on the Closing Date the Debtors shall pay in full in cash all amounts under paragraph 4 of the Cash Collateral Order that are accrued and unpaid or outstanding as of and including the Closing Date.

“Privacy Consents” means all explicit or implied consents provided to the Endo Companies by their customers or prospective customers, suppliers, employees or other users, respecting any agreement regarding the handling of Personal Data, or regarding the receipt of commercial electronic messages or the installation of computer programs, within the meaning of CASL.

“Product Approvals” means the Regulatory Approvals for each Product, together with all supporting documents, submissions, correspondence, reports, pre-clinical studies 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 Marketing Materials” means to the extent related to the Business, all labeling, advertising, promotional, selling and marketing materials in written or electronic form existing as of the date hereof and owned or controlled by an Endo Company.

“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 Endo Company, 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 an Endo Company, 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 Endo Company as of the date hereof and (d) all Product Approvals.

“Products” means those products listed in Section 1.1(e) of the Disclosure Letter, to the extent currently manufactured, distributed, marketed or under development by any of the Endo Companies.

“QST” means the Québec sales tax levied under Title I of the QST Legislation.

“QST Legislation” means the *Act respecting the Québec sales tax*, R.S.Q., c. T-0.1 (Québec), as amended, and the regulations promulgated thereunder.

“Qualified Leave Recipient” means any Offer Employee who is not actively at work on the Closing Date as a result of a short-term or long-term approved leave of absence or other time-off, including (a) those on military leave, maternity leave, parental leave, family leave, medical leave, workers’ compensation and other statutory leaves; (b) those on short-term or long-term disability under the Sellers’ short-term or long-term disability program; and (c) those on temporary lay-off or furlough.

“Real Property” means the Owned Real Property and the Leased Real Property.

“Regulatory Approvals” means any approvals (including pricing and reimbursement approvals), permits, licenses, registrations, consents, clearances, waivers, exemptions, orders, notices, certifications or other authorizations of any Governmental Authority, in each case, necessary to operate the Business and/or for the Business’s possession, holding, research, development, testing, manufacture, marketing, distribution, sale, procurement, supply, import or export of a Product (including any component or ingredient thereof), or other regulated activity by the Business in relation to a Product, including but not limited to the Irish Regulatory Authorizations, NDAs, INDs, FDA establishment registrations, FDA drug listings, drug identification numbers, medical device licenses (if any), drug master files, natural product numbers, clinical trial approvals and all Distribution Licenses or any approvals, licenses, permits, registrations, consents, certifications, or authorizations required under any applicable Law from any Governmental Authority for any of the actions, steps, or transactions taken pursuant to the transactions contemplated under this Agreement, including for but not limited to: (a) the pre-Closing transfers of the Specified Equity Interests (in PFPL) from PPI and Par LLC to the Indian HoldCo and Operand, respectively; (b) the pre-Closing transfer of the Specified Equity Interest (in PBPL) from PPI to Operand; (c) the pre-Closing transfer of Indian HoldCo Interests from PPI to Endo Luxembourg; and (d) the transfer of the Endo Luxembourg Transferred Equity Interests by the DAC Seller to the Buyers at Closing.

“Release” means any release, spill, emission, discharge, leaking, pouring, dumping or emptying, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, soil, ambient air, surface water, groundwater, surface or subsurface strata and all sewer systems) or into or out of any property.

“Representatives” means, with respect to any Person, the officers, directors, principals, employees, agents, auditors, advisors, bankers and other representatives of such Person.

“Required Consenting Global First Lien Creditors” means, as of any date of determination, the Consenting First Lien Creditors holding more than 50% of the principal amount of Prepetition First Lien Indebtedness, held by all Consenting First Lien Creditors.

“Required Holders” means those creditors holding in excess of fifty percent (50%) of the sum 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, the DAC Seller, 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, Wells Fargo Bank, National Association, as indenture trustee, Wilmington Trust, National Association, as collateral trustee (in such capacity, the “First Lien Collateral Trustee”) and the other parties from time to time party thereto), including the face amount of outstanding letters of credit whether or not then available or drawn.

“Restructuring Support Agreement” means that certain Restructuring Support Agreement, dated as of August 16, 2022, filed in the Bankruptcy Cases at [Docket No. 20], as amended and restated on March 24, 2023 [Docket No. 1502], and as further amended and restated on December

28, 2023 [Docket No. 3482] (as may be further amended, modified, or otherwise supplemented from time to time).

“SEC” means the U.S. Securities and Exchange Commission.

“Secured Debt Representative” has the meaning set forth in the Collateral Trust Agreement.

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“Securities Laws” means, collectively, the Securities Act, the Exchange Act, the Sarbanes-Oxley Act of 2002, as amended, and the Canadian Securities Laws.

“Sellers” means Seller Parent, the DAC Seller, the U.S. Sellers, the Canada Sellers, the Ireland Sellers, the UK Seller, the Luxembourg Sellers, the Cyprus Seller and the Bermuda Sellers.

“Specified Equity Interests” means all Equity Interests (including any compulsorily convertible instruments) in the Specified Subsidiaries, including the Transferred Equity Interests.

“Specified Interests” means: (a) solely with respect to the period prior to Closing, Permitted Encumbrances, Assumed Liabilities, Encumbrances set forth in Section 1.1(f) of the Disclosure Letter, Encumbrances disclosed on the Seller Financial Statements or notes thereto or securing Liabilities reflected in the Seller Financial Statements or notes thereto, Encumbrances incurred in the Ordinary Course of Business since the date of the Balance Sheet that would not reasonably be expected to be material to the Business (taken as a whole) and (b), from and after the Closing, after giving effect to the Confirmation Order, Permitted Encumbrances and Assumed Liabilities.

“Specified Irish Subsidiaries” means (a) Operand; (b) NewCo 1; and (c) NewCo 2, in each case with their registered office at First Floor, Minerva House, Simmonscourt Road, Ballsbridge, Dublin 4, Ireland.

“Specified Subsidiaries” means (i) Endo Luxembourg, (ii) Indian HoldCo, (iii) the Indian Subsidiaries, (iv) the Specified Irish Subsidiaries, and (v) solely if Buyer Parent duly exercises the Canada Holdco Equity Option in accordance with Section 2.8, Canada Holdco.

“Specified Subsidiary Employees” means each individual who, as of the Closing Date, is employed by, or has an outstanding offer of employment to be employed by, the Specified Subsidiaries.

“Sterile Injectables” means the segment of the Endo Companies’ business that includes a product portfolio of approximately thirty-five product families, including branded sterile injectable products and generic injectable products.

“Subsidiary” means, with respect to any Person, any other Person of which at least fifty percent (50%) of the outstanding voting securities or other voting equity interests are owned or controlled by such Person or by one or more of its respective Subsidiaries, and shall include the Specified Subsidiaries.

“Tax Return” means any return, declaration, report, form, election, designation, statement, information statement and other document, including any section, schedule or attachment thereto or amendment thereof, filed or required to be filed with any Governmental Authority with respect to Taxes.

“Taxes” means (a) any and all taxes, including all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, branch profits, profit share, license, lease, service, service use, value added (including GST/HST and QST), withholding, payroll, employment, social security, pension, fringe, fringe benefits, excise, estimated, severance, stamp, occupation, premium, property, windfall profits, wealth, net wealth, net worth, or other taxes or charges, fees, duties, levies, tariffs, imposts, tolls, customs or other assessments, in each case, in the nature of a tax, imposed by any Governmental Authority, together with any interest, penalties, inflationary adjustments, additions to tax, fines or other additional amounts imposed thereon or with respect thereto, (b) any and all liability for the payment of any items described in clause (a) arising from or as a result of being (or having been, or ceasing to be) a member of a fiscal unity, affiliated, consolidated, combined, unitary, or other similar group or being included in any Tax Return related to such group, (c) any and all liability for the payment of any amounts as a result of any successor or transferee liability or otherwise by operation of Law, in respect of any items described in clause (a) or (b) above, (d) any Tax liability in the capacity of an agent or a representative assessee of the Sellers pursuant to the provisions of the Indian Income Tax Act, 1961 and (e) any and all liability for the payment of any items described in clause (a) or (b) above as a result of, or with respect to, any express obligation to indemnify any other Person pursuant to any tax sharing, tax indemnity or tax allocation agreement or similar agreement or arrangement with respect to taxes or other Contract (other than a commercial leasing or financing agreement or other similar agreement, in each case, entered into in the ordinary course of business that are not primarily related to Taxes).

“Taxing Authority” means any national, federal, provincial, territorial, state, municipal, local, or foreign government, any subdivision, agency, commission, or authority thereof, or any quasi-governmental, regulatory or administrative authority, agency or body exercising Tax authority or otherwise responsible for the imposition, collection, or administration of any Tax.

“Taxing Authority (Non-U.S.)” means any Taxing Authority other than a Taxing Authority (U.S.).

“Taxing Authority (U.S.)” means any Taxing Authority located in the United States, each state, territory, possession thereof, and the District of Columbia or any political subdivision of any of the foregoing.

“Transferred Contracts” means all Contracts of each Endo Company (other than the Contracts of the Specified Subsidiaries) that are determined to be “Transferred Contracts” pursuant to Section 2.6.

“Transferred Employee” means each Business Employee who becomes employed by the Buyers or any of their Affiliates or who continues to be employed by the Specified Subsidiaries either (a) as of the Closing Date or (b) at any time in connection with the Plan Transaction, including any Offer and Acceptance Employee who becomes employed by Buyers or any of their

Affiliates after the Closing Date (including Specified Subsidiary Employees and Automatic Transfer Employees).

“Transferred Equity Interests” means the (a) Endo Luxembourg Transferred Equity Interests, and (b) solely if the Canada Holdco Equity Option is exercised by Buyer Parent in accordance with Section 2.8, the Canada Holdco Transferred Equity Interests.

“Transferred Intellectual Property” means all Intellectual Property owned by an Endo Company, including the Endo Marks and all Intellectual Property listed on Section 1.1(d) of the Disclosure Letter, but excluding Intellectual Property described in Section 2.2(j).

“Transition Services Agreement” means the transition services agreement, substantially in the form attached hereto as Exhibit 4, to be entered into by the Buyers (or a designee thereof) and the applicable Endo Companies on the terms and conditions to be agreed, acting reasonably and in good faith, by the Buyers and such Endo Companies, to provide that, among other things, the Buyers will provide all reasonably necessary services (including for any post-Closing obligations of the Endo Companies under this Agreement) to the Sellers at no cost through the end of the Wind-Down Period and cooperate with the Sellers as needed throughout the Wind-Down Period to wind down and dissolve the Sellers under applicable Law.

“TUPE” means Council Directive 23/2001/EEC (as amended) and any regulations implementing such Directive in any Member State of the European Union (including the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 of Ireland and/or any applicable Law relating to the transfer of an undertaking whether implemented pursuant to Council Directive 23/2001/EEC (as amended) within the European Union, or otherwise if outside the European Union (including the United Kingdom’s Transfer of Undertakings (Protection of Employment) Regulations 2006).

“U.S. Sellers” means (1) 70 Maple Avenue, LLC; (2) Actient Pharmaceuticals LLC; (3) Actient Therapeutics LLC; (4) Anchen Incorporated; (5) Anchen Pharmaceuticals, Inc.; (6) Astora Women’s Health, LLC; (7) Auxilium Pharmaceuticals, LLC; (8) Auxilium US Holdings, LLC; (9) Auxilium International Holdings, LLC; (10) BioSpecifics Technologies LLC; (11) Branded Operations Holdings, Inc.; (12) CPEC LLC; (13) DAVA Pharmaceuticals, LLC; (14) DAVA International, LLC; (15) Endo LLC; (16) Endo Aesthetics LLC; (17) Endo Finance LLC; (18) Endo Finance Operations LLC; (19) Endo Finco Inc.; (20) Endo Generics Holdings, Inc.; (21) Endo Global Finance LLC; (22) Endo Health Solutions Inc.; (23) Endo Innovation Valera, LLC; (24) Endo Par Innovation Company, LLC; (25) Endo Pharmaceuticals Inc.; (26) Endo Pharmaceuticals Finance LLC; (27) Endo Pharmaceuticals Valera Inc.; (28) Endo Pharmaceuticals Solutions Inc.; (29) Endo U.S. Inc.; (30) Generics Bidco I, LLC; (31) Generics International (US), Inc.; (32) Generics International (US) 2, Inc.; (33) Innoteq, Inc.; (34) JHP Group Holdings, LLC; (35) JHP Acquisition, LLC; (36) Kali Laboratories, LLC; (37) Kali Laboratories 2, Inc.; (38) Moores Mill Properties L.L.C.; (39) Par, LLC; (40) Par Pharmaceutical, Inc.; (41) Par Pharmaceutical 2, Inc.; (42) Par Pharmaceutical Companies, Inc.; (43) Par Pharmaceutical Holdings, Inc.; (44) Par Sterile Products, LLC; (45) Quartz Specialty Pharmaceuticals, LLC; (46) Slate Pharmaceuticals, LLC; (47) Timm Medical Holdings, LLC; (48) Vintage Pharmaceuticals, LLC and (49) Generics International Ventures Enterprises LLC.

“U.S. Trustee” means the Office of the United States Trustee for the Southern District of New York.

“UCC Resolution Term Sheet” means the UCC Resolution Term Sheet dated as of March 24, 2023, by and among the Ad Hoc First Lien Group and the Official Committee of Unsecured Creditors, which sets forth the material terms for the resolution of certain claims as described therein, and as attached hereto as Exhibit 5.

“UK Regulatory Authorizations” means the marketing authorizations issued to Endo Ventures Limited by the UK Medicines and Healthcare Products Regulatory Agency in respect of: Fluoxetine with reference number PL 43808/0010; Testim/Testosterone with reference number PL 43808/0018; and Tradorec XL/Tramadol OAD with reference numbers PL 43808/0001, PL 43808/0002 and PL 43808/0003.

“UK Seller” means Par Laboratories Europe Ltd.

“Willful Breach” means a material breach of this Agreement that is a consequence of an act or failure to act with the actual knowledge that the taking of the act or failure to act would result in a material breach of this Agreement.

“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 Law in the jurisdiction in which it is incorporated, including but not limited to dissolution and winding-up processes under applicable Law.

Section 1.2 Table of Definitions. The following terms have the meanings set forth in the Sections referenced below:

<u>Definition</u>	<u>Location</u>
Acquired Leased Real Property .....	2.1(b)(viii)
Acquired Owned Real Property .....	2.1(b)(vii)
Action.....	1.1
Affiliate .....	1.1
Agreement.....	Preamble
ALG .....	9.25(a)
Alien Employees.....	5.4(o)
Alternative Transaction.....	1.1
Ancillary Agreements .....	1.1
Antitrust Law .....	1.1
Apportioned Taxes.....	6.5
Assumed Liabilities .....	2.3(a)
Assumed Plan.....	1.1
Austrian Regulatory Authorizations .....	1.1
Automatic Transfer Employee.....	1.1
Balance Sheet.....	3.5(d)
Bankruptcy Cases.....	1.1
Bankruptcy Code .....	1.1

Bankruptcy Court.....	Recital B
Bermuda Sellers .....	1.1
Bill of Sale .....	2.10(b)(iii)
Books and Records .....	1.1
Branded Pharmaceuticals.....	1.1
Business .....	Recital A
Business Day.....	1.1
Business Employee .....	1.1
Business Permits .....	2.1(b)(xi)
Buyer.....	Preamble
Buyer Fundamental Representations .....	7.2(a)
Buyer Material Adverse Effect .....	1.1
Buyer Parent.....	1.1
Buyer Plans .....	5.4(l)
Buyer Refunds .....	6.7
Buyers .....	Preamble
Canada Buyer.....	Preamble
Canada Holdco.....	1.1
Canada Holdco Equity Buyer .....	2.8(a)
Canada Holdco Equity Option.....	2.8(a)
Canada Holdco Intercompany Receivable.....	1.1
Canada Holdco Transferred Equity Interests.....	1.1
Canada Sellers.....	1.1
Canada Share Transfer Form .....	2.10(b)(xxi)
Canadian Court .....	1.1
Canadian Debtors.....	1.1
Canadian Intercompany Receivable .....	1.1
Canadian Labor Laws .....	1.1
Canadian Plan Recognition Order .....	1.1
Canadian Recognition Case .....	1.1
Canadian Retirement Plans.....	1.1
Canadian Securities Administrators.....	1.1
Canadian Securities Laws .....	1.1
Canadian Tax Act .....	1.1
Cash and Cash Equivalents.....	1.1
Cash Collateral Order .....	1.1
Cash Component.....	2.7
CASL .....	1.1
Chapter 11 Plan.....	1.1
Claim.....	1.1
Closing .....	2.10(a)
Closing Date.....	2.10(a)
COBRA.....	1.1
Code .....	1.1
Collateral Trust Agreement.....	1.1
Collective Bargaining Agreement.....	1.1

Company Reports.....	3.5(a)
Competition Act.....	1.1
Competition Act Approval.....	1.1
Consent .....	2.6(d)
Consenting First Lien Creditors.....	1.1
Contract.....	1.1
control .....	1.1
controlled by .....	1.1
Copyrights.....	1.1
Coronavirus.....	1.1
COVID-19.....	1.1
Cure Claims .....	1.1
Cure Notice .....	1.1
Current Representation .....	9.25(a)
Cyprus Seller.....	1.1
DAC Seller.....	1.1
date hereof.....	1.1
date of this Agreement.....	1.1
Debtors .....	1.1
Definitive Documents .....	1.1
Designated Buyer.....	2.14(a)
Designated Person.....	9.25(a)
Disclosure Letter.....	Article III
Disputed Cure Claims.....	2.6(b)
Distribution Licenses .....	1.1
Effective Date .....	2.6(a)
Employee Census.....	3.10(a)
Employee Plans.....	1.1
Encumbrance.....	1.1
Endo Companies .....	1.1
Endo Luxembourg .....	1.1
Endo Luxembourg Transferred Equity Interests.....	1.1
Endo Marks.....	1.1
Enterprise Buyer .....	Preamble
Environmental Claim.....	1.1
Environmental Law.....	1.1
Environmental Permit.....	1.1
Equity Incentive Plans .....	1.1
Equity Interests .....	1.1
ERISA.....	1.1
ERISA Affiliate .....	1.1
ETA.....	1.1
Exchange Act.....	1.1
Excluded Assets.....	2.2
Excluded Contracts.....	1.1
Excluded Insurance.....	2.1(b)(xii)

Excluded Liabilities .....	2.4
Excluded Regulatory Authorizations .....	1.1
Excluded Taxes .....	1.1
Executory Contract .....	2.6(a)
FDA .....	1.1
FDI Approval .....	2.10(b)(xxii)
FFDCA .....	1.1
Final Order .....	1.1
Finco I .....	2.1(a)(vi)
Finco II .....	2.1(a)(vii)
First Lien Collateral Trustee .....	1.1
Fraud .....	1.1
GAAP .....	1.1
GCP .....	1.1
GDPR .....	1.1
Generic Pharmaceuticals .....	1.1
Goodwill .....	1.1
Governmental Authority .....	1.1
Government-Sponsored Plans .....	1.1
GST/HST .....	1.1
Hazardous Materials .....	1.1
Health Canada .....	1.1
Health Care Laws .....	1.1
HIPAA .....	1.1
HSR Act .....	1.1
ICA Approval .....	1.1
IND .....	1.1
Indebtedness .....	1.1
Indemnification Obligations .....	1.1
Indemnified Person .....	1.1
Indian Competition Act .....	1.1
Indian HoldCo .....	1.1
Indian Holdco Interests .....	1.1
Indian Subsidiaries .....	1.1
Information Privacy and Security Laws .....	1.1
Infringe .....	1.1
Insider .....	1.1
Intellectual Property .....	1.1
Intercompany Liabilities .....	2.3(a)(xii)
Intercompany Receivables .....	2.1(b)(xxii)
Interests .....	1.1
International Pharmaceuticals .....	1.1
Inventory .....	1.1
Investment Canada Act .....	1.1
IP Assignment Agreement .....	2.10(b)(vi)
Ireland Sellers .....	1.1

Irish Excluded Regulatory Authorizations.....	1.1
Irish Regulatory Authorizations.....	1.1
IRS .....	1.1
Knowledge .....	1.1
Law .....	1.1
Lease .....	1.1
Leased Real Property .....	1.1
Liability.....	1.1
Luxembourg Sellers .....	1.1
Luxembourg Share Transfer Form.....	2.10(b)(xx)
Mandatory Non-U.S. Plans .....	3.9(a)
Material Adverse Effect.....	1.1, 7.3(a)
Material Contract .....	3.16(a)
Material Contracts.....	3.16(a)
Minister .....	1.1
MIP .....	5.4(i)
MIP Reserve.....	5.4(i)
Named Parties .....	9.22
NDA.....	1.1
New Holdco 1 .....	1.1
New Holdco 2 .....	1.1
New Holdcos.....	1.1
NewCo 1 .....	1.1
NewCo 2 .....	1.1
NewCo Sellers .....	1.1
Non-Indian Equity Holder .....	1.1
Nonparty Affiliates .....	9.22
Non-U.S. Sale Transaction Taxes.....	1.1
Offer and Acceptance Employee .....	5.4(b)
Offer Employee.....	1.1
Operand.....	1.1
Opioid Claim.....	1.1
Order .....	1.1
Ordinary Course of Business .....	1.1
Organizational Documents.....	1.1
Outside Date.....	8.1(a)(ii)(A)
Owned Real Property .....	3.11(a)
Par LLC.....	1.1
Parties.....	1.1
Party .....	1.1
PAT .....	1.1
PAT ECB Novation Agreements .....	2.10(b)(xvi)
Patents.....	1.1
PBPL .....	1.1
Permits .....	3.7(b)
Permitted Encumbrance .....	1.1

Person.....	1.1
Personal Data .....	1.1
Petition Date.....	1.1
Petitions.....	Recital B
PFPL .....	1.1
PFPL ECB Novation Agreements .....	2.10(b)(xv)
Plan Transaction.....	1.1
Post-Closing Tax Period .....	6.5
PPI.....	1.1
Pre-Closing Professional Fee Reserve Amounts .....	1.1
Pre-Closing Tax Period.....	6.5
Prepetition First Lien Indebtedness .....	1.1
Privacy Consents.....	1.1
Privacy Requirements .....	3.12(g)
Product Approvals .....	1.1
Product Marketing Materials .....	1.1
Product Regulatory Materials .....	1.1
Products.....	1.1
Purchase Price.....	2.7
Purchase Price Allocation.....	2.11
QST .....	1.1
QST Legislation.....	1.1
Qualified Leave Recipient .....	1.1
Real Property .....	1.1
Recall .....	3.14(g)
Regulatory Approvals .....	1.1
Release .....	1.1
Relevant Data Protection Information .....	2.1(b)(xxiii)
Representatives .....	1.1
Required Consenting Global First Lien Creditors .....	1.1
Required Holders .....	1.1
Restructuring Support Agreement .....	1.1
SEC .....	1.1
Secured Debt Representative .....	1.1
Securities Act.....	1.1
Securities Laws .....	1.1
Seller Financial Statements.....	3.5(b)
Seller Fundamental Representations.....	7.3(a)
Seller Indemnities.....	9.2
Seller Parent.....	Preamble
Seller Plans.....	5.4(l)
Sellers.....	1.1
Skadden.....	9.25(a)
Software .....	1.1
Specified Equity Interests .....	1.1
Specified Interests.....	1.1

Specified Irish Subsidiaries.....	1.1
Specified Subsidiaries.....	1.1
Specified Subsidiary Employees.....	1.1
Sterile Injectables.....	1.1
Stock Consideration.....	2.7
Subsidiary.....	1.1
Tax Return.....	1.1
Taxes.....	1.1
Taxing Authority.....	1.1
Taxing Authority (Non-U.S.).....	1.1
Taxing Authority (U.S.).....	1.1
TCA.....	3.13(h)
Trade Secrets.....	1.1
Trademarks.....	1.1
Transaction Steps.....	6.3
Transfer Taxes.....	6.1
Transferred Assets.....	2.1(b)
Transferred Cash.....	2.1(b)(xviii)
Transferred Contracts.....	1.1
Transferred Employee.....	1.1
Transferred Equity Interests.....	1.1
Transferred Intellectual Property.....	1.1
Transition Services Agreement.....	1.1
TUPE.....	1.1
U.S. Sellers.....	1.1
U.S. Trustee.....	1.1
UCC Resolution Term Sheet.....	1.1
UK Regulatory Authorizations.....	1.1
UK Seller.....	1.1
under common control with.....	1.1
Undisputed Cure Claims.....	2.6(b)
US Buyer.....	Preamble
Willful Breach.....	1.1
Wind-Down Period.....	1.1

## ARTICLE II PURCHASE AND SALE

### Section 2.1 Purchase and Sale of Assets.

(a) Upon the terms and subject to the conditions of this Agreement:

(i) Immediately prior to the Closing, the DAC Seller will cause PPI to sell, assign, transfer, convey and deliver to Endo Luxembourg their respective right, title and interest in and to all Indian HoldCo Interests (free and clear of any and all Interests, other than Permitted Encumbrances and Assumed Liabilities);

(ii) Immediately prior to the Closing, the Indian HoldCo will cause PFPL to convert the compulsorily convertible debentures of PFPL transferred by PPI to the Indian HoldCo and to issue and allot equity shares of PFPL to the Indian HoldCo in lieu thereof;

(iii) At the Closing, immediately and automatically following the actions contemplated by Section 2.1(a)(i), the DAC Seller will sell, assign, transfer, convey and deliver to the Enterprise Buyer all right, title and interest in and to all Endo Luxembourg Transferred Equity Interests (free and clear of any and all Interests, other than Permitted Encumbrances and Assumed Liabilities);

(iv) At the Closing, immediately and automatically following the actions contemplated by Section 2.1(a)(i), each of the U.S. Sellers will sell, assign, transfer, convey and deliver to the US Buyer all right, title and interest in and to all Transferred Assets held by such U.S. Sellers, other than to the extent, directly or indirectly, sold, assigned, transferred conveyed and delivered pursuant to Section 2.1(a)(iii) (in each case, free and clear of any and all Interests, other than Permitted Encumbrances and Assumed Liabilities);

(v) At the Closing, immediately and automatically following the actions contemplated by Section 2.1(a)(i), each of the Canada Sellers will sell, assign, transfer, convey and deliver to the Canada Buyer all right, title and interest in and to all Transferred Assets held by such Canada Sellers, other than to the extent, directly or indirectly, sold, assigned, transferred conveyed and delivered pursuant to Section 2.1(a)(iii) (in each case, free and clear of any and all Interests, other than Permitted Encumbrances and Assumed Liabilities);

(vi) Solely if Buyer Parent duly exercises the Canada Holdco Equity Option in accordance with Section 2.8(a), at the Closing, immediately and automatically following the actions contemplated by Section 2.1(a)(v) and in the following sequence: (i) the steps and actions in Section 6.8 shall occur; (ii) Canada Holdco shall sell, assign, transfer, convey and deliver to Endo Luxembourg Finance Company I S.à r.l (“Finco I”) all right, title and interest in and to the Equity Interests in Paladin Labs Inc. and the Canada Holdco Intercompany Receivable (free and clear of any and all Interests) for their fair market value of \$1.00; (iii) any Intercompany Receivable owing by Canada Holdco shall be settled and extinguished for no consideration; and (iv) Finco I shall sell, assign, transfer, convey and deliver to the Canada Holdco Equity Buyer all right, title and interest in and to all Canada Holdco Transferred Equity Interests (free and clear of any and all Interests, other than Permitted Encumbrances and Assumed Liabilities); and

(vii) At the Closing, immediately and automatically following the actions contemplated by Section 2.1(a)(i), each of the Ireland Sellers, the UK Seller, the Luxembourg Sellers, the Cyprus Seller and the Bermuda Sellers will sell, assign, transfer, convey and deliver to the Canada Buyer all right, title and interest in and to all Transferred Assets held by such Ireland Sellers, the UK Seller, the Luxembourg Sellers, the Cyprus Seller and the Bermuda Sellers, other than (i) to the extent, directly or indirectly, sold, assigned, transferred conveyed and delivered pursuant to Section 2.1(a)(iii) (in each case, free and clear of any and all Interests, other than Permitted Encumbrances and Assumed Liabilities) and (ii) the Intercompany Receivables of Finco I in respect of (A) loans granted by Finco I to PFPL and (B) loans granted by Endo Luxembourg Finance Company II S.à r.l (“Finco II”) to PFPL and PAT, which were subsequently transferred

by Finco II to Finco I) which shall be transferred, assigned and novated to Endo Finance Holdings, Inc.

(b) “Transferred Assets” shall mean all right, title and interest of the Endo Companies in (and the bankruptcy estates of the Endo Companies), to or under the properties and assets of the Endo Companies (in each case, other than the (1) properties and assets of the Specified Subsidiaries and the Personal Data held by the Specified Subsidiaries, which the Parties acknowledge will be received by the Buyers by virtue of the transfer of the Transferred Equity Interests and (2) Excluded Assets) of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, including, without limitation, all right, title and interest of the Endo Companies in, to or under the following (in each case, other than (1) the right, title and interest in properties and assets of the Specified Subsidiaries, which the Parties acknowledge will be received by the Buyers by virtue of the transfer of the Transferred Equity Interests and (2) Excluded Assets):

- (i) the Transferred Intellectual Property;
- (ii) to the extent permissible under applicable Law, the Product Marketing Materials;
- (iii) to the extent permissible under applicable Law, the Product Regulatory Materials;
- (iv) the Transferred Contracts (including, for the avoidance of doubt, that certain Exclusive IP Asset License Agreement, dated December 20, 2018, among Endo Global Ventures, Endo Global Aesthetics Limited, Endo Global Biologics Unlimited Company in respect of which certain rights and obligations of Endo Global Biologics Unlimited Company were transferred to NewCo 2 (the “EGAL/EGBU IP License Agreement”));
- (v) the Books and Records;
- (vi) Goodwill;
- (vii) the Owned Real Property set forth in Section 2.1(b)(vii) of the Disclosure Letter (the “Acquired Owned Real Property”);
- (viii) the Leased Real Property set forth in Section 2.1(b)(viii) of the Disclosure Letter (the “Acquired Leased Real Property”), including any leasehold improvements located therein and including any security deposits or other similar deposits delivered in connection therewith;
- (ix) all plants, machinery, equipment, furniture, fixtures, fittings, furnishings, tools, parts, spare parts, vehicles and other tangible personal property owned by the Endo Companies, including any tangible assets of Endo Companies located at any Acquired Leased Real Property or Acquired Owned Real Property or any location set forth in Section 2.1(b)(ix) of the Disclosure Letter and any other tangible assets on order to be delivered to any Endo Company;
- (x) all Inventory whether or not obsolete or carried on the Endo Companies’ books of account, in each case, with any transferable warranty and service rights related thereto;

(xi) all Permits and Regulatory Approvals held by the Endo Companies, including Environmental Permits (“Business Permits”) but only to the extent such Permits and Regulatory Approvals are transferrable under applicable Law;

(xii) all interests in insurance policies, binders and related agreements other than those insurance policies, binders and related agreements listed in Section 2.1(b)(xii) of the Disclosure Letter (the “Excluded Insurance”);

(xiii) telephone and telephonic facsimile numbers and other directory listings used by the Endo Companies;

(xiv) copies of all Tax records related to the Transferred Assets or the Business and all Tax records of the Endo Companies;

(xv) all of the rights and claims of the Endo Companies and their bankruptcy estates in any claims or causes of action (to the extent capable of being transferred by applicable Law) other than the items set forth in Section 2.2(f) of this Agreement;

(xvi) all restrictive covenant, confidentiality and arbitration agreements with former or current employees and agents of Endo Companies relating to the Business, and all restrictive covenant, confidentiality and arbitration agreements with Business Employees (other than the Specified Subsidiary Employees);

(xvii) any reversionary interest under that certain 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);

(xviii) all (i) third-party accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables, and (ii) deposits (including maintenance deposits, customer deposits, and security deposits for rent, electricity, telephone or otherwise) or prepaid or deferred charges and expenses, including all lease and rental payments that have been prepaid by any Endo Company (collectively, the “Transferred Cash”);

(xix) all credits, prepaid expenses, security deposits, other deposits, refunds, prepaid assets or charges, rebates, setoffs, and loss carryforwards of the Endo Companies to the extent related to any Transferred Asset or any Assumed Liability;

(xx) all Tax refunds, rebates, credits or similar benefits of the Endo Companies (including, for the avoidance of doubt, all Tax refunds, rebates, credits or similar benefits in respect of Non-U.S. Sale Transaction Taxes) to the extent such Tax refunds, rebates, credits, or similar benefits may be transferred under applicable Law; provided, that Tax refunds, rebates, credits or similar benefits of the Endo Companies that relate to any Excluded Asset for a taxable period (or portion thereof) beginning after the Closing Date shall not be “Transferred Assets”;

(xxi) all Assumed Plans, together with any funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies or insurance contracts and administration service contracts related thereto) and all rights and obligations thereunder;

(xxii) intercompany receivables of and intercompany loans owed to the Debtors (the “Intercompany Receivables”) other than any Canadian Intercompany Receivable; and

(xxiii) all Personal Data held by the Endo Companies and all Privacy Consents (the “Relevant Data Protection Information”).

(c) At any time at least five (5) Business Days prior to the Closing, the Buyers may, in their sole discretion by written notice to the Seller Parent, designate any of the Transferred Assets (other than any (i) Contract, which are addressed in Section 2.6; or (ii) the Intercompany Receivables in respect of (A) loans granted by Finco I to PFPL and (B) loans granted by Finco II to PFPL and PAT, which were subsequently transferred by Finco II to Finco I) as additional Excluded Assets, which notice shall set forth in reasonable detail the Transferred Assets so designated; provided, that there will be no modification to the Purchase Price if the Buyers elect to designate any Transferred Asset as an Excluded Asset (it being understood that, for the avoidance of doubt, with respect to any Transferred Asset designated as an Excluded Asset pursuant to this Section 2.1(c), any Intellectual Property owned or controlled by the Endo Companies and solely related to such Transferred Asset shall be automatically designated as an Excluded Asset); provided, further, that in no event may the following items be designated as Excluded Assets without the consent of the Sellers (which consent shall not be unreasonably withheld, conditioned or delayed): (A) the items in Sections 2.1(b)(xv), 2.1(b)(xvii) or Section 2.1(b)(xxi), (B) any items (other than Contracts) that are solely related to any one of the Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals or International Pharmaceuticals business segments if the designation of such items as an Excluded Asset would reasonably be expected to materially impair the value of the Excluded Asset to the Sellers because it has been separated from such Business segment and (C) any insurance policy in effect as of the date hereof in respect of the liability of directors and officers of Seller Parent in their capacity as directors and officers of Seller Parent. Notwithstanding any other provision hereof, the Liabilities of the Endo Companies under or related to any Transferred Asset that is later designated as an additional Excluded Asset under this paragraph will constitute Excluded Liabilities.

Further, any Intercompany Receivables and any assets of any non-U.S. Debtor (other than the Intercompany Receivables in respect of (a) loans granted by Finco I to PFPL; and (b) loans granted by Finco II to PFPL and PAT, which were subsequently transferred by Finco II to Finco I) that the Endo Companies and the Buyers mutually agree are not required to be transferred to the Buyers may be considered Excluded Assets so long as such designation is made at least five (5) days prior to Closing and provided, that, for Intercompany Receivables, the corresponding Intercompany Liabilities (as defined below) is also designated as an Excluded Liability.

Section 2.2 Excluded Assets. Notwithstanding anything contained in Section 2.1 to the contrary, the Endo Companies are not selling, and the Buyers are not purchasing, any assets other than the Transferred Assets, and without limiting the generality of the foregoing, the term “Transferred Assets” shall expressly exclude the following assets of the Endo Companies, all of which shall be retained by the Endo Companies (collectively, the “Excluded Assets”):

(a) the Endo Companies’ documents prepared in connection with this Agreement or the transactions contemplated hereby or relating to the Bankruptcy Cases or the Canadian Recognition Case, and any books and records that any Endo Company is required by Law to retain;

provided, however, that upon request of Buyers prior to or subsequent to the Closing, the Endo Companies will provide Buyers with copies or other appropriate access to the information in such documentation to the extent reasonably related to Buyers' operation and administration of the Business;

(b) except as set forth in Section 2.1(b)(xv), all rights, claims and causes of action to the extent relating to any Excluded Asset or any Excluded Liability;

(c) shares of capital stock or other equity interests of any Endo Company or securities convertible into or exchangeable or exercisable for shares of capital stock or other equity interests of any Endo Company (other than the Specified Equity Interests);

(d) all rights of the Endo Companies under this Agreement and the Ancillary Agreements;

(e) all Excluded Contracts;

(f) all of the rights and claims of the Endo Companies and their bankruptcy estates in any claims or causes of action that are (i) included in the GUC Trust Litigation Consideration; or (ii) Released Claims (each as defined in the Chapter 11 Plan);

(g) the Excluded Regulatory Authorizations;

(h) the Canadian Intercompany Receivables;

(i) [those assets listed in Section 2.2(i) of the Disclosure Letter];

(j) all Cash and Cash Equivalents; and

(k) all Intellectual Property, Personal Data and Privacy Consents exclusively used or held for use in connection with the foregoing clauses (a) through (j).

### Section 2.3 Assumed Liabilities.

(a) In connection with the purchase and sale of the Transferred Assets pursuant to this Agreement, at the Closing, the Buyers shall assume, pay, discharge, perform or otherwise satisfy only the following Liabilities (excluding in each case, for the avoidance of doubt, any Excluded Liabilities) (the "Assumed Liabilities"):

(i) all Liabilities for Non-U.S. Sale Transaction Taxes;

(ii) all Liabilities of the Endo Companies under the Transferred Contracts (including, for the avoidance of doubt, all Liabilities arising under the EGAL/EGBU IP License Agreement) 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 Claims to the extent not paid at the Closing, regardless of when such Cure Claims are due and payable;

(iii) all Liabilities arising under any collective bargaining laws, agreements or arrangements in relation to Transferred Employees;

(iv) (A) all Liabilities with respect to any Assumed Plan and any Liabilities with respect to Business Employees as a successor employer that arise under any Government-Sponsored Plans (other than the obligation to sponsor such Government-Sponsored Plans or Liabilities under Government-Sponsored Plans which relate to assessments for, or workers' compensation claims for injuries occurring in, the period prior to the Closing and which Buyers or their Affiliates are not required to assume by operation of Law), together with any Liabilities with respect to any funding arrangements relating thereto (including but not limited to all trusts, insurance policies or insurance contracts, and administration service contracts related thereto), (B) the Buyers' obligation to provide COBRA continuation coverage as described in Section 5.4(k), (C) all Liabilities with respect to Transferred Employees, excluding workers' compensation claims for injuries occurring prior to the Closing and Liabilities that are Disputed (as such term is defined in the Chapter 11 Plan), provided, that this clause (C) shall not include any Liability arising from any equity-based awards granted under the Equity Incentive Plans other than any long-term cash awards granted under the Amended and Restated 2015 Stock Incentive Plan or any other written long-term cash-based incentive awards of the Endo Companies that are either outstanding as of the date hereof or are entered into, established or adopted as permitted by Section 5.1(b)(ix), (D) all Liabilities relating to employees hired by the Buyers who are not Business Employees, and (E) all Liabilities assumed by the Buyers pursuant to Section 5.4;

(v) all Liabilities arising out of or in connection with the failure by the Buyers or any one of their Affiliates to comply with its or their obligations under any applicable Canadian Labor Laws (including to transfer to the Buyers or one of their Affiliates and to continue the employment of any employees whose employment is required to be transferred under applicable Canadian Labor Laws as of and from the Closing Date);

(vi) all Liabilities arising from or in connection with the employment or termination of employment of (A) any Automatic Transfer Employee who objects to the transfer of their employment to the Buyers or any of their Affiliates, (B) any Offer Employee who refuses an offer of employment from the Buyers or one of their Affiliates and (C) any Transferred Employee to the extent arising on or after the Closing Date;

(vii) 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 Date;

(viii) 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, and (e) 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 of Business and otherwise in compliance with the terms and conditions of this Agreement (including Section 6.1) and (y) not arising under or otherwise relating to any Excluded Asset; provided, that, for the avoidance of doubt, such liabilities in this

Section 2.3(a)(viii) shall not include pre-petition Liabilities related to an Excluded Contract, or unrelated to an Assumed Plan or an ongoing business relationship;

(ix) (A) all Indemnification Obligations owed to any Indemnified Persons in accordance with Section 5.19(b)(i) of the Chapter 11 Plan; provided, that, with respect to Indemnification Obligations related to the GUC Trust Litigation Consideration (as defined in the Chapter 11 Plan), the Buyers shall only assume Indemnification Obligations (i) owed to any Indemnified Person and (ii) solely to the extent of any defense costs (and not to satisfy any judgment or settlement); provided, further, that, all Indemnification Obligations shall be excess over and will not contribute with all valid and collectible insurance, whenever purchased, whether such insurance is stated to be primary, contributing, excess, contingent or otherwise; and (B) to pay, defend, discharge, indemnify, and hold harmless any directors (including any Persons in analogous roles under applicable Law), managers, officers, employees, or agents of the Endo Companies from and against any and all Liability to the extent arising out of, resulting from, or attributable to any non-action or action such parties or entities take, cause to be taken, or cause to be done in relation to any Consent, Permit, or Regulatory Approvals, including, but not limited to, making or amending any filings, submissions, notices, communications or otherwise appearing before any Governmental Authority as required for any such Consent, Permit, or Regulatory Approval in accordance with Section 9.2 of this Agreement and 5.19(b)(ii) of the Chapter 11 Plan;

(x) any and all liabilities of any Seller resulting from the failure to comply with any applicable “bulk sales,” “bulk transfer” or similar law;

(xi) any and all Liabilities related to the funding of an orderly wind down process during the Wind-Down Period; including, without limitation, any Liabilities for Administrative Expense Claims, Priority Non-Tax Claims, or Priority Tax Claims (each as defined in the Chapter 11 Plan); and

(xii) Subject to Section 4.24 of the Chapter 11 Plan, intercompany liabilities owed to the Debtors (the “Intercompany Liabilities”) listed in Section 2.3(a)(xii) of the Disclosure Letter, the assumption of which is beneficial to the Buyers.

(b) Notwithstanding anything in this Agreement to the contrary, the Buyers shall indemnify, hold harmless, and keep indemnified the Sellers against any payments, distributions, fees, expenses and/or other Liabilities, in each case required to be paid by the Sellers under the Chapter 11 Plan.

(c) Notwithstanding anything in this Agreement to the contrary and subject to Section 4.25 of the Chapter 11 Plan, the Buyers may, until five (5) Business Days prior to the Closing Date, designate, in their sole discretion, any Intercompany Liabilities as Excluded Liabilities, provided that the corresponding Intercompany Receivable is also designated as an Excluded Asset. For avoidance of doubt, the Intercompany Receivables in respect of the loans granted by Finco I to PFPL; and (b) loans granted by Finco II to PFPL and PAT, which were subsequently transferred by Finco II to Finco I, shall not be considered as Excluded Assets.

(d) Notwithstanding anything in this Agreement to the contrary, the Endo Companies hereby acknowledge and agree that the Buyers are not assuming, nor are in any way responsible

for, the Excluded Liabilities. The transactions contemplated by this Agreement shall in no way expand the rights or remedies of any third party against the Buyers or the Endo Companies as compared to the rights and remedies that such third party would have had against the Endo Companies or the Buyers absent the Bankruptcy Cases or the Buyers' assumption of the applicable Assumed Liabilities. Other than the Assumed Liabilities, the Buyers are not assuming and shall not be liable for any Liabilities of the Endo Companies.

Section 2.4 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, the Buyers are not assuming any Liability that is not an Assumed Liability (the "Excluded Liabilities"), and without limiting the generality of the foregoing, the term "Assumed Liabilities" shall expressly exclude the following Liabilities of the Sellers, all of which shall be retained by the Sellers:

- (a) any and all Liabilities for Excluded Taxes;
- (b) any and all Liabilities of the Sellers under any Excluded Contract whether accruing prior to, at, or after the Closing Date;
- (c) any and all Liabilities (i) retained by the Sellers pursuant to Section 5.4 or the Chapter 11 Plan, or (ii) arising in respect of or relating to any Business Employee to the extent arising prior to Closing except any Liabilities assumed by Buyers pursuant to Section 2.3 and Section 5.4;
- (d) any and all Liabilities, arising or accrued at any time, in any way attributable to the employment or service of former employees, directors or consultants of the Endo Companies or any current or former Subsidiary of the Endo Companies who do not become Transferred Employees, except for (i) any Liabilities relating to the Assumed Plans, and (ii) the Buyers' obligation to provide COBRA continuation coverage as described in Section 5.4(k);
- (e) any Indebtedness of the Sellers (but not of the Specified Subsidiaries) (which shall not include any Liabilities of the type described in Section 2.3(a)(v) and Section 2.3(a)(vi), which shall be assumed by the Buyers);
- (f) any Liability to distribute to any Endo Company's shareholders or otherwise apply all or any part of the consideration received hereunder;
- (g) 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 Endo Companies or of any third party relating to the Transferred Assets before the Closing Date, (iii) any formerly owned, leased or operated properties of the Endo Companies, or (iv) any condition first occurring or arising before the Closing Date with respect to the Transferred Assets, including without limitation the presence or release of Hazardous Materials on, at, in, under, to or from any Real Property;
- (h) any and all Liabilities for: (i) all costs and expenses of the Sellers incurred in connection with the negotiation, execution and consummation of the transactions contemplated under this Agreement and the Ancillary Agreements or any Alternative Transaction; and (ii) 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; provided, that any and all Liabilities related to Administrative Expense Claims, Priority Non-Tax Claims, or Priority Tax Claims shall be Assumed Liabilities in accordance with Section 2.3(a)(xi) of this Agreement;

- (i) any Liability of the Sellers under this Agreement or the Ancillary Agreements;
- (j) any Liability to the extent relating to an Excluded Asset; and
- (k) any and all Liabilities or obligations arising out of or relating to any of the Endo Companies having been in violation of any applicable Canadian Laws (including any Canadian consumer protection Laws or Canadian Information Privacy and Security Laws) at any time prior to Closing, except to the extent such Liabilities or obligations are Administrative Expense Claims, Priority Non-Tax Claims, or Priority Tax Claims.

#### Section 2.5 Consents to Certain Assignments.

(a) Notwithstanding anything in this Agreement or any Ancillary Agreement to the contrary, this Agreement and the Ancillary Agreements shall not constitute an agreement to transfer or assign any asset, permit, claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention under any agreement or Law to which any Seller is a party or by which it is bound, or in any way adversely affect the rights of the Sellers or, upon transfer, the Buyers under such asset, permit, claim or right, unless the applicable provisions of the Bankruptcy Code permits and/or the Confirmation Order authorizes the assumption and assignment of such asset, permit, claim, or right irrespective of the consent or lack thereof of a third party. If, with respect to any Transferred Asset, such consent is not obtained or such assignment is not attainable pursuant to the Bankruptcy Code or the Confirmation Order, then such Transferred Asset shall not be transferred hereunder, and, without prejudice to any of the conditions to the obligations of the Buyers as set forth in Section 7.3 hereof, the Closing shall proceed with respect to the remaining Transferred Assets; provided that nothing in this Agreement or any Ancillary Agreement shall require any Seller, the Buyers or any of their respective Affiliates to make any payment (other than as required in the applicable contract or permit or in the Chapter 11 Plan) or initiate any Action (other than Actions for relief from the Bankruptcy Court) to transfer any Transferred Asset as contemplated by this Agreement or any Ancillary Agreement.

(b) If (i) notwithstanding the applicable provisions of Sections 363 and 365 of the Bankruptcy Code and the Confirmation Order and the commercially reasonable efforts of the Sellers and the Buyers, any consent is not obtained prior to Closing and as a result thereof the Buyers shall be prevented by a third party from receiving the rights and benefits with respect to a Transferred Asset intended to be transferred hereunder, (ii) any attempted assignment of a Transferred Asset would adversely affect the rights of the Sellers thereunder so that the Buyers would not in fact receive all the rights and benefits contemplated or (iii) any Transferred Asset is not otherwise capable of sale and/or assignment (after giving effect to the Confirmation Order and the Bankruptcy Code), then, in each case, during the Wind-Down Period, the Sellers shall, subject to any approval of the Bankruptcy Court that may be required, at the written request of the Buyers,

cooperate with the Buyers in any lawful and commercially reasonable arrangement under which the Buyers would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the applicable Buyer. Without limiting the foregoing, during the Wind-Down Period, the Sellers shall promptly pay to the Buyers when received all monies received by the applicable Sellers under such Transferred Asset or any claim or right or any benefit arising thereunder and the Buyers shall indemnify, defend, hold harmless and promptly pay the Sellers for all Liabilities of the Sellers associated with such arrangement in accordance with the terms and conditions of such arrangements.

#### Section 2.6 Contract Designation.

(a) Except as otherwise provided in the Chapter 11 Plan or other agreement or document entered into in connection with the Chapter 11 Plan, as of and subject to the occurrence of the effective date of the Chapter 11 Plan (the “Effective Date”), all Contracts (including, for the avoidance of doubt, any insurance policies and binders that are Transferred Assets and any settlement agreements and leases with respect to real property) related to the Transferred Assets and/or the Business or otherwise used, or held for use, in connection with the Transferred Assets, Assumed Liabilities and/or the Business, in each case excluding any Contracts in relation to the business, assets and properties of the Specified Subsidiaries (each, an “Executory Contract”) shall be deemed Transferred Contracts unless such contract or lease (i) was previously rejected by the Debtors pursuant to a Final Order of the Bankruptcy Court; or (ii) is identified for rejection on the Rejection Schedule (as defined in the Chapter 11 Plan).

(b) The Endo Companies previously served the Cure Notice to all counterparties to any Executory Contracts which described the monetary amounts that must be paid and nonmonetary obligations that otherwise must be satisfied, including pursuant to Section 365(b)(1)(A) and (B) of the Bankruptcy Code, in order for the Endo Companies to assume or assume and assign, as applicable, the Transferred Contracts to the Buyers or the Specified Subsidiaries (as applicable) pursuant to this Agreement (“Undisputed Cure Claims”). To the extent a counterparty to an Executory Contract objects or otherwise challenges the Undisputed Cure Claims determined by the Endo Companies and asserts that a different monetary amount must be paid and/or nonmonetary obligations otherwise must be satisfied, including pursuant to Section 365(b)(1)(A) and (B) of the Bankruptcy Code, in order for the Endo Companies to assume or assume and assign, as applicable, such Executory Contract to the applicable Buyer or the Specified Subsidiaries (as applicable) pursuant to this Agreement, the difference between the Undisputed Cure Claims determined by the Endo Companies and such amounts and/or nonmonetary obligations determined by such counterparty shall be referred to as the “Disputed Cure Claims.” The procedures governing Disputed Cure Claims are set forth in Section 7.3 of the Chapter 11 Plan.

(c) No later than five (5) Business Days prior to the Effective Date, the Buyers may, in their sole discretion, designate in writing any Executory Contract as a Transferred Contract to be assumed or assumed and assigned, as applicable, to the Buyers pursuant to this Agreement or designate in writing any previously designated Transferred Contract as an Excluded Contract; provided, that, with respect to any newly designated Transferred Contracts, the Endo Companies shall promptly (x) file and serve notice on the applicable counterparties setting forth the Endo

Companies' intention to assume or assume and assign, as applicable, such Executory Contracts to the applicable Buyer or Buyers or the Specified Subsidiaries (as applicable) (which notice shall include the applicable proposed Cure Claims) and (y) file or otherwise make any necessary motions before the Bankruptcy Court seeking approval of such assumption and assignment. Upon request of the Buyers, the Endo Companies will use commercially reasonable efforts to provide the Buyers with (i) copies of each Contract and (ii) information as to the Liabilities under each Contract sufficient for the Buyer to make a reasonably informed assessment whether to designate any Contract as an Excluded Asset. For clarity, subject to Section 2.6(b), any Executory Contract not designated by the Buyers as a Transferred Contract pursuant to this Section 2.6(c) shall be automatically designated as an Excluded Contract. Subject to the occurrence of the Effective Date and consummation of the Closing, the Sellers shall pay the Cure Claims (including the Undisputed Cure Claims) and cure any and all other undisputed defaults and breaches under the Transferred Contracts so that such Transferred Contracts may be assumed or assumed and assigned, as applicable, by the applicable Endo Company and assigned to the applicable Buyer or Buyers or the Specified Subsidiaries (as applicable) in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement; provided that, (A) the Buyers shall pay any Disputed Cure Claim associated with the assumption of a Transferred Contract that is an Executory Contract pursuant to an Order of the Bankruptcy Court or mutual agreement between the Endo Companies, the Buyers and the counterparty to the applicable Transferred Contract which has not been resolved as of the Closing, and (B) such payment shall, in the case of any Cure Claim, be made as soon as reasonably practicable following the Closing and, in the case of any Disputed Cure Claim, pursuant to an Order of the Bankruptcy Court provided, that the parties do not reach a negotiated settlement regarding such Disputed Cure Claim. To the extent any Transferred Contract is subject to a Cure Claim, the Sellers shall pay such Cure Claim directly to the applicable counterparty. Notwithstanding anything in this Agreement to the contrary, the Buyers shall only assume, and shall only be responsible for, Contracts designated by them as Transferred Contracts.

(d) Notwithstanding the foregoing, an Executory Contract shall not be a Transferred Contract hereunder and shall not be assigned to, or assumed by the Sellers and assigned to the applicable Buyer or the Specified Subsidiaries (as applicable) to the extent that such Executory Contract (i) expires by its terms (and is not extended) on or prior to such time as it is to be assumed by the Sellers and assigned to the applicable Buyer or the Specified Subsidiaries (as applicable) as a Transferred Contract hereunder or (ii) requires any (x) approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders the foregoing unnecessary (each of the foregoing, a "Consent") or (y) Permit (other than, and in addition to, that of the Bankruptcy Court), in the case of each of (x) and (y), in order to permit the sale or transfer to the applicable Buyer of the applicable Seller's rights under such Executory Contract in accordance with applicable Law, and such Consent or Permit has not been obtained. In the event that any Executory Contract that would otherwise have been assigned to the Buyers is deemed not to be assigned pursuant to clause (ii) of the first sentence of this Section 2.6(d), the Closing shall, subject to the satisfaction of the conditions set forth in Article VII, nonetheless take place subject to the terms and conditions set forth herein, and, thereafter, through the earliest of (w) such time as such Consent or Permit is obtained, (x) the expiration of the term of such Executory Contract in accordance with its current terms, (y) the execution of a replacement Executory Contract by the Buyers, and (z) the end of the Wind-Down Period, the Sellers and the Buyers shall (A) use commercially reasonable efforts to secure such Consent or Permit as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable

arrangement proposed by the Buyers, including subcontracting, licensing, or sublicensing to the Buyers any or all of any Seller's rights and obligations with respect to any such Executory Contract, under which (1) the Buyers shall receive the claims, rights, remedies and benefits under, or arising pursuant to, the terms of such Executory Contract with respect to which the Consent and/or Permit has not been obtained and (2) subject to receiving any such claims, rights, remedies and benefits, the Buyers shall thereafter assume and bear all Assumed Liabilities with respect to such Executory Contract from and after the Closing (as if such Executory Contract had been transferred to the Buyers as of the Closing) in accordance with this Agreement (including by means of any subcontracting, sublicensing or subleasing arrangement). Upon satisfying any requisite Consent or Permit requirement applicable to such Executory Contract after the Closing, such Executory Contract shall promptly be transferred and assigned to the applicable Buyer in accordance with the terms of this Agreement, and the Bankruptcy Code, and otherwise without any further additional consideration. Without limitation of the foregoing, prior to the Closing, the Endo Companies shall cooperate with the Buyers in connection with obtaining any Consent, Permit, Regulatory Approval, including by providing the Buyers with reasonable access to and facilitating discussions with the applicable counterparties (provided that the Buyers shall provide Sellers a reasonable opportunity to consult with the Buyers, and, if reasonably practicable, an opportunity to be present (but not participate) at any meeting) in respect of such Consents, Permit or Regulatory Approval and shall use commercially reasonable efforts to assist the Buyers with obtaining such Consents, Permits or Regulatory Approvals as promptly as practicable after the date hereof and prior to the Closing.

(e) Notwithstanding anything to the contrary set forth herein, with respect to any Consent, Permit or Regulatory Approval reasonably required for the Buyers to operate the Business in the Ordinary Course of Business, the Endo Companies shall use commercially reasonable efforts to obtain, sell, assign, transfer, convey or make or cause to be obtained, sold, assigned, transferred, conveyed or made, by or for the benefit of the Buyers, any such Consent, Permit and/or Regulatory Approval or filing or application therefore, as required pursuant to Law, as reasonably required for the Buyers to continue the Business after the Closing in the Ordinary Course of Business, and the Buyers shall provide reasonable cooperation to the Endo Companies in connection therewith as reasonably requested by Sellers, in each case to the extent obtaining or making any such Consent, Permit or Regulatory Approval or filing or application therefor is allowed to occur prior to the Closing pursuant to applicable Law. If any such Consent, Permit or Regulatory Approval is not obtained prior to the Closing, then, until the earlier of such time as (i) such Consent, Permit or Regulatory Approval is obtained by the Endo Companies and transferred (or permitted to be transferred) to the Buyers or (ii) the Buyers separately obtain any such Consent, Permit or Regulatory Approval (sufficient to conduct the business of the Endo Companies in the Ordinary Course of Business), the Sellers shall continue to use commercially reasonable efforts to obtain, or cause to be obtained, and transfer to the Buyers such Consent, Permit or Regulatory Approval, and the Buyers shall provide reasonable cooperation to Sellers, subject to any approval of the Bankruptcy Court that may be required. Upon obtaining the relevant Consent, Permit or Regulatory Approval, each Seller, as applicable, shall, promptly sell, convey, assign, transfer and deliver to the Buyers such Consent, Permit or Regulatory Approval for no additional consideration. All reasonable and documented out-of-pocket costs and expenses payable prior to Closing in connection with transferring any Consents, Permits or Regulatory Approvals as contemplated by this Agreement shall be borne by the Buyers. Notwithstanding anything contained herein, it is acknowledged and agreed that any obligations hereunder of the Endo Companies in respect of the Consents, Permits or Regulatory Approvals procured or required for the Business of the Indian

Subsidiaries and the Indian HoldCo shall be: (A) limited to providing to the Buyers information, documents and such other cooperation as may be reasonably requested by the Buyers; and (B) only in respect of Consents, Permits or Regulatory Approvals, which pursuant to Law, require any action to, approval of, or notification to, the relevant Governmental Authority in relation to acquisition of the Transferred Equity Interests by the Buyers.

Section 2.7 Consideration. Without duplication, the aggregate consideration for the sale, assignment, transfer, conveyance and delivery of the Transferred Equity Interests and the Transferred Assets to the Buyers at the Closing shall consist of (collectively, the “Purchase Price”) (a) one hundred percent (100%) of the common stock of Buyer Parent, subject to the Rights Offerings and any issuances of common stock under a management incentive plan (the “Stock Consideration”), (b) the First Lien Subscription Rights (as defined in the Chapter 11 Plan), (c) the GUC Subscription Rights (as defined in the Chapter 11 Plan), (d) the New Takeback Debt (as defined in the Chapter 11 Plan), if any, (e) cash in an amount sufficient to (i) fund all payments required by the Sellers pursuant to the Chapter 11 Plan and (ii) indemnify the Sellers for the Non-U.S. Sale Transaction Taxes (the “Cash Component”), and (f) the assumption at the Closing of the Assumed Liabilities. For the avoidance of doubt, (x) any cash amounts required to be paid by the Buyers may be funded and paid from the Cash and Cash Equivalents at Closing or, to the extent an amount is not due and payable at Closing, after Closing, and (y) the Stock Consideration, the First Lien Subscription Rights, the GUC Subscription Rights and the New Takeback Debt shall be distributed as provided in the Chapter 11 Plan.

Section 2.8 Canada Holdco Equity Option.

(a) Buyer Parent shall have the option, by providing written notice to the Sellers no later than five (5) Business Days before the Closing, to have an entity designated by Buyer Parent (the “Canada Holdco Equity Buyer”) acquire the Equity Interests of Canada Holdco at the Closing (the “Canada Holdco Equity Option”) in lieu of the Canada Buyer acquiring the Transferred Assets and assuming the Assumed Liabilities of Canada Holdco at the Closing.

(b) For greater certainty, if Buyer Parent has duly exercised the Canada Holdco Equity Option in accordance with Section 2.8(a), (i) Canada Holdco shall not be a Canada Seller for purposes of this Agreement, (ii) the Transferred Equity Interests shall include the Canada Holdco Transferred Equity Interests, (iii) the Specified Subsidiaries shall include Canada Holdco, (iv) Canada HoldCo shall not amalgamate with Paladin Labs Inc., and (v) the Parties agree to make such amendments or modifications to this Agreement and to execute and deliver such agreements, documents or other instruments as may be necessary to give effect to the sale, assignment, conveyance and delivery of the Canada Holdco Transferred Equity Interests to the Canada Holdco Equity Buyer in a tax-efficient manner.

Section 2.9 Professional Fee Escrow Accounts. Subject to Section 2.2(b) of the Chapter 11 Plan, no later than ten (10) Business Days before the Closing, the Debtors shall deposit the Pre-Closing Professional Fee Reserve Amounts, the estimates for which shall be provided by the Professionals (as defined in the Chapter 11 Plan) to the Debtors at least seven (7) days prior to the date of such deposit by the Debtors, which shall be funded from Cash and Cash Equivalents, in a segregated professional fee escrow account for all of the Professionals (as defined in the Chapter 11 Plan) that the Debtors’ estates are obligated to pay, including, without limitation, all of the

professionals retained under Sections 326 through 331 of the Bankruptcy Code and ordinary course professionals.

Section 2.10 Closing.

(a) The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP; One Manhattan West; New York, New York 10001, or by the electronic exchange of documents, unless another place is agreed to in writing by the Sellers and Buyers, on the date that is the third (3rd) Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of all conditions to the obligations of the Parties set forth in Article VII (other than such conditions as may, by their terms, only be satisfied at the Closing but subject to the satisfaction or waiver thereof at the Closing), or at such other place or at such other time or on such other date as the Sellers and the Buyers mutually may agree in writing. The day on which the Closing takes place is referred to as the “Closing Date”. Notwithstanding that the Closing shall take place at 10:00 a.m. New York time on the Closing Date, for purposes of this Agreement, the Closing shall be deemed to occur and be effective as of 12:01 a.m., New York time on the Closing Date.

(b) At or prior to the Closing, the Endo Companies shall deliver or cause to be delivered to the Buyers:

(i) board resolutions of the Specified Irish Subsidiaries, in which the directors of each Specified Irish Subsidiary shall appoint such persons as the Buyers may nominate as directors, company secretary and auditor of the Specified Irish Subsidiaries;

(ii) (a) if requested by the Buyers, letters of resignation in a form acceptable to the Buyers from the directors and company secretary of each of the Specified Irish Subsidiaries, and (b) the common seal and all registers, minute books, and other statutory books of each of the Specified Irish Subsidiaries that are required to be kept pursuant to the Companies Act 2014 of Ireland;

(iii) one or more bills of sale substantially in the form of Exhibit 2 (the “Bill of Sale”), duly executed by the applicable Sellers;

(iv) assignment and assumption agreements executed by applicable Endo Company and landlord (if required) for the acquired Real Property Leases in an agreed form;

(v) confirmatory deed of release in respect of any Encumbrance granted by any Endo Company in respect of the Transferred Assets in an agreed form duly executed together with such duly executed forms and filings that are required in order to register such release in the applicable jurisdiction;

(vi) one or more intellectual property assignment agreements substantially in the form of Exhibit 3 (the “IP Assignment Agreement”), duly executed by the applicable Sellers;

(vii) for each U.S. Seller, a valid IRS Form W-9 executed by such U.S. Seller (or, if such U.S. Seller is a disregarded entity for U.S. federal income tax purposes, by such U.S. Seller’s regarded owner);

(viii) with respect to any Seller transferring a “United States Real Property Interest” as defined in Section 897(c) of the Code other than a U.S. Seller, such Seller shall deliver a duly executed and acknowledged certification, in form and substance acceptable to the Buyers and in compliance with the Code and the Treasury Regulations thereunder, certifying such facts as to establish that the sale of the United States Real Property Interest is exempt from withholding under Section 1445 of the Code;

(ix) a duly executed certificate of an executive officer of Seller Parent certifying the fulfillment of the conditions set forth in Sections 7.3(a) and (d);

(x) duly executed quit claim deeds for the Acquired Owned Real Property in a form approved by the Sellers together with drafts of related transfer tax or other similar forms required to be filed in the applicable jurisdiction, in each case subject to the Confirmation Order;

(xi) all of the Transferred Assets which are capable of transfer by delivery, when by virtue of such delivery title to those Transferred Assets shall pass to the Buyers;

(xii) board resolutions of PPI approving the transfer of the Indian HoldCo Interests held by PPI to Endo Luxembourg;

(xiii) duly executed copies of all Tax election forms to be delivered by the Parties pursuant to Section 6.4;

(xiv) all other documents, instruments or writings of conveyance reasonably necessary or customary to consummate the Agreement to be prepared by the Buyers; provided such documents are (A) in form and substance reasonably acceptable to the applicable Endo Company, (B) required to be executed only by the Sellers or an agent of Sellers (in his or her capacity as such), and (C) identified and provided by Buyers to the Endo Companies in a form acceptable to such Buyers at least seven (7) Business Days before the Closing Date;

(xv) novation agreements executed by Finco I, Endo Finance Holdings, Inc. (to the extent Endo Finance Holdings, Inc. will be a Non-Indian Equity Holder of PFPL with effect from Closing) and PFPL for novation in favor of Endo Finance Holdings, Inc., of: (a) the loan agreements executed between PFPL with Finco I, (b) loan agreements executed between PFPL and Finco II read with the novation agreements executed between PFPL, Finco I and Finco II (for the transfer of loans granted by Finco II to PFPL, in favor of Finco I) (collectively, “PFPL ECB Novation Agreements”), with effect from the Closing;

(xvi) novation agreements executed by Finco I, Endo Finance Holdings, Inc. (to the extent Endo Finance Holdings, Inc. will be a Non-Indian Equity Holder of PAT with effect from Closing) and PAT for novation in favor of Endo Finance Holdings, Inc., of the loan agreements executed between PAT and Finco II read with the novation agreements executed between PAT, Finco I and Finco II (for the transfer of loans granted by Finco II to PAT, in favor of Finco I) (collectively, “PAT ECB Novation Agreements”), with effect from the Closing;

(xvii) all Consents of the board of directors (or equivalent governing bodies) (other than the Indian Subsidiaries) and shareholders of the Endo Companies, in each case as required by the applicable Organizational Document and Laws;

(xviii) a copy of the duly executed agreement, in customary form pursuant to which all right, title and interest in the Indian HoldCo Interests was transferred by PPI to Endo Luxembourg;

(xix) an updated copy of the shareholder's register of Endo Luxembourg reflecting the transfer of the shares of Endo Luxembourg from the relevant Seller to the relevant Buyer;

(xx) the share transfer form governed by the laws of the Grand Duchy of Luxembourg by virtue of which the relevant Seller and the relevant Buyer confirm the transfer of the Endo Luxembourg Transferred Equity Interests under this Agreement signed by the relevant Seller and Endo Luxembourg (the "Luxembourg Share Transfer Form");

(xxi) solely if Buyer Parent duly exercises the Canada Holdco Equity Option in accordance with Section 2.8(a), (i) duly executed resignation letters of the directors and officers of Canada Holdco with effect from completion of the transfer of the Canada Holdco Transferred Equity Interests; (ii) an updated copy of the shareholder's register of Canada Holdco reflecting the transfer of the shares of Canada Holdco from the relevant Seller to the relevant Buyer; and (iii) the share transfer form governed by the applicable Laws of Canada by virtue of which the relevant Seller and the relevant Buyer confirm the transfer of the Canada Holdco Transferred Equity Interests pursuant to Section 2.1(a) signed by the relevant Seller (the "Canada Share Transfer Form"); and

(xxii) the BENPOS statement evidencing transfer of 179,206 equity shares of PFPL from PPI to Indian HoldCo, board resolutions along with the share transfer forms evidencing approval of the: (i) transfer of one (1) share of PFPL from Par LLC to Operand; (ii) transfer of one (1) share of PBPL from PPI to Operand; and (iii) transfer of compulsorily convertible debentures of PFPL held by PPI and in connection with the transfer of the Specified Equity Interests in the Indian Subsidiaries to Indian HoldCo and Operand, a Section 281 no-objection certificate issued on the letterhead of and duly signed by an independent chartered accountant on a reliance basis, providing the status of current Tax demands and income-tax proceedings of the respective Seller (PPI and Par LLC) under Section 281 of the Indian Income-Tax Act, 1961, together with relevant screenshots from the e-filing portal of the Income-Tax Department, Government of India, along with a copy of the approval dated September 25, 2023 issued by the Government of India (through the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers) for transfer of the Specified Equity Interests in the Indian Subsidiaries to Indian HoldCo and Operand in accordance with the (Indian) Consolidated Foreign Direct Investment Policy, 2020, and the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, each as amended from time to time (the "FDI Approval").

(c) At or prior to the Closing, the Buyers shall deliver or cause to be delivered:

(i) to Seller Parent:

(A) the Cash Component by wire transfer of immediately available funds to an escrow account or accounts designated in writing by Seller Parent to the Buyers at least two (2) Business Days prior to the Closing Date; and

(B) a duly executed certificate of an executive officer of the Buyers describing the status of any trusts, agreements or other arrangements made by the Buyers with respect to any Opioid Claims;

(ii) to the Endo Companies:

(A) the Bill(s) of Sale, duly executed by the Buyers; and

(B) a counterpart to each assignment and assumption agreement duly executed by the applicable Buyer for the acquired Real Property Leases in an agreed form;

(iii) to the Seller of the applicable Transferred Equity Interest, the Luxembourg Share Transfer Form signed by the relevant Buyer;

(iv) to the Sellers:

(A) the IP Assignment Agreement(s), duly executed by the Buyers;

(B) a duly executed certificate of an executive officer of the Buyers certifying the fulfillment of the conditions set forth in Section 7.2(a);

(C) duly executed copies of all Tax election forms to be delivered by the Parties pursuant to Section 6.4;

(D) if applicable, any replacement guarantees required by the Leases affecting Leased Real Property, and releases releasing the applicable Endo Company from any Liability accruing under such Lease after the Closing Date, in each case in a form acceptable to the Seller, the Buyers, and the applicable landlord;

(E) a duly executed counterpart to quit claim deeds for the Acquired Owned Real Property in a form approved by the Sellers and the Buyers and related Transfer Tax or other similar forms required to be filed in the applicable jurisdiction, in each case subject to the Confirmation Order; and

(v) to the Indian Subsidiaries, the PFPL ECB Novation Agreements and PAT ECB Novation Agreements duly executed by the Buyers, with effect from the Closing;

(vi) to the Sellers, all other documents, instruments or writings of conveyance reasonably necessary or customary to consummate this Agreement to be prepared by the Endo Companies; provided such documents are (A) in form and substance reasonably acceptable to Buyers, (B) required to be executed only by the Buyers or an agent of Buyers (in his or her capacity as such) and (C) identified and provided by Sellers to Buyers in a form acceptable to such Buyers at least seven (7) Business Days before the Closing Date.

**Section 2.11 Purchase Price Allocation.** Within one hundred eighty (180) days of the Closing Date, the Buyers shall provide Seller Parent with an allocation of the applicable consideration between and amongst the Transferred Equity Interests and the Transferred Assets for applicable Tax purposes (the "Purchase Price Allocation"). The Purchase Price Allocation shall be prepared

by Deloitte Tax LLP at the direction of the Buyers and in consultation with Seller Parent. The Parties agree that (i) the amount of the Purchase Price allocated to the Transferred Assets of the Canada Sellers will be equal to the fair market value of such Transferred Assets on the Closing Date, and that any consideration paid to the Canada Sellers (other than the assumption or payment of any Non-U.S. Sale Transaction Taxes or other Assumed Liabilities of the Canada Sellers) will consist solely of cash and (ii) if Buyer Parent duly exercises the Canada Holdco Equity Option, the Purchase Price allocated to the sale of the Canada Holdco Equity Interests shall be \$1.00.

Section 2.12 Withholding. Any consideration payable to an Endo Company shall be made free and clear of any withholding Tax or other Tax of a similar nature imposed with respect to the transactions contemplated hereby except as required by Law; provided, that the Endo Companies shall cooperate with the Buyers to minimize the amount of any applicable withholding or deduction that is required under applicable Law (including by timely delivering the statements described in Sections 2.10(b)(vii) and 2.10(b)(viii).

Section 2.13 Post-Closing Actions.

(a) As soon as practicable following the Closing, each Indian Subsidiary shall file a notification with its authorised dealer bank regarding the change in lender (from Finco I to Endo Finance Holdings, Inc.) and execution of PFPL ECB Novation Agreements and the PAT ECB Novation Agreement within seven (7) days of such change and novation becoming effective.

(b) As soon as practicable following the Closing, each Indian Subsidiary shall notify the relevant Governmental Authority (including the Unit Approval Committee, Indore Special Economic Zone and the Pharmaceuticals Export Promotion Council of India), in relation to the change in ownership of the Indian Subsidiaries (as applicable).

(c) As soon as practicable following the Closing, the relevant Seller shall hand over to the relevant Buyer the originals or scanned copies of the existing books, corporate documents and accounting records of Endo Luxembourg.

(d) As soon as practicable following the Closing, the relevant Buyer shall deliver to the relevant Seller evidence of the filing of the sale and purchase of the applicable Transferred Equity Interests, the change of shareholders, and the change of managers or directors with (i) the Trade and Companies Register of Luxembourg (*Registre de Commerce et des Sociétés, Luxembourg*), in connection with the sale and purchase of the Endo Luxembourg Transferred Equity Interests, and (ii) solely if Buyer Parent duly exercises the Canada Holdco Equity Option in accordance with Section 2.8(a), applicable Governmental Authorities in Canada in connection with the sale and purchase of the Canada Holdco Transferred Equity Interests.

(e) As soon as practicable following the Closing, the relevant Buyer shall deliver to the relevant Seller evidence of the performance of the necessary and/or required filings pursuant to the Luxembourg law of 13 January 2019 establishing a register of beneficial owners, including any filings with the Luxembourg Registry of Beneficial Owners (*Registre des Bénéficiaires Effectifs*).

(f) As soon as practicable following the Closing, PFPL shall deliver to the Buyer, copies of the following documents: (i) the board resolution of PFPL approving the conversion of

the compulsorily convertible debentures acquired by the Indian HoldCo from PPI, and issuance and allotment of equity shares to the Indian HoldCo in lieu thereof; (ii) PFPL's shareholders' approval to issue and allot equity shares to the Indian HoldCo in lieu of conversion of the compulsorily convertible debentures; (iii) Form PAS-3 as filed with the jurisdictional Registrar of Companies for the allotment of shares to the Indian HoldCo.

**Section 2.14 Designated Buyer(s).**

(a) In connection with the Closing and consistent with the Transaction Steps, each Buyer shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 2.14, one (1) or more Affiliates (which qualify as Non-Indian Equity Holders to PFPL and PAT) to (i) purchase specified Transferred Assets (including specified Transferred Contracts) and pay or cause to be paid the corresponding portion of the Purchase Price, as applicable, (ii) assume specified Assumed Liabilities, and/or (iii) employ specified Transferred Employees on and after the Closing Date (any such Affiliate of such Buyer that shall be properly designated by the applicable Buyer in accordance with this clause, a "Designated Buyer"). At the Closing, each Buyer shall, or shall cause its Designated Buyer(s) to, honor its obligations at the Closing. Any reference to a "Buyer" or the "Buyers" made in this Agreement in respect of any purchase, assumption or employment obligation referred to in this Agreement or any representations and warranties (including the representation in Section 4.3(c)) made in this Agreement shall include reference to the appropriate Designated Buyer(s), if any. After the Closing, all obligations of the Buyers and any Designated Buyer(s) under this Agreement shall be several and not joint as amongst the Buyers and each Designated Buyer and the only party with Liability as to a particular Assumed Liability shall be the applicable Buyer or Designated Buyer assuming such obligation at the Closing and no other Buyer or Designated Buyer.

(b) The above designation in Section 2.14(a) shall be made by the applicable Buyer by way of a written notice to be delivered to the Sellers in no event later than five (5) Business Days prior to Closing which written notice shall identify the Designated Buyer(s) and indicate which Transferred Assets, Assumed Liabilities and/or Business Employees the applicable Buyer intends such Designated Buyer(s) to purchase, assume and/or employ, as applicable, hereunder and shall include a signed counterpart to this Agreement, agreeing to be bound by the terms of this Agreement as it relates to such Designated Buyer(s) and authorizing the applicable Buyer to act as such Designated Buyer(s)' agent for all purposes hereunder.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF THE ENDO COMPANIES**

Except as disclosed in any Company Reports filed and publicly available prior to the date hereof (but excluding any such disclosures (x) with respect to Indebtedness and Encumbrances or (y) set forth in any section entitled "Risk Factors" or in any "forward-looking statements" section that are cautionary, forward-looking or predictive in nature set forth therein, in each case other than any specific historical factual information contained therein, which shall not be excluded) or set forth in the corresponding sections or subsections of the schedules accompanying this Agreement (collectively, the "Disclosure Letter"), each of (1) the Endo Companies (excluding the Specified Subsidiaries) jointly and severally represent and warrant to the Buyers as of the date hereof and as of the Closing Date (or, as to those representations and warranties that address

matters as of particular dates, as of such dates) and (2) each of the Specified Subsidiaries severally represent and warrant to the Buyers as of the date hereof and as of the Closing Date (or, as to those representations and warranties that address matters as of particular dates, as of such dates), as follows:

Section 3.1 Organization.

(a) Each Endo Company is duly organized, validly existing and in good standing (where such concept is recognized under applicable Law) under the laws of the jurisdiction of its organization and, except as a result of the Bankruptcy Cases, has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties (including the Specified Equity Interests and Transferred Assets owned by it) and to carry on its business (including the Business) as it is now being conducted and to perform its obligations hereunder and under any Ancillary Agreement, in each case except as a result of the Bankruptcy Cases, the Canadian Recognition Case (solely in respect of the Canadian Debtors) or as would not, individually or in the aggregate, materially and adversely affect the ability of each Seller to carry out its obligations under this Agreement or to consummate the transaction contemplated hereby.

(b) Each of the Seller Parent's Subsidiaries (other than the Sellers) is duly organized, validly existing and in good standing (where such concept is recognized under applicable Law) under the laws of the jurisdiction of its organization and, except as a result of the Bankruptcy Cases, has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties (including the Specified Equity Interests and Transferred Assets owned by it) and to carry on its business (including the Business) as it is now being conducted and to perform its obligations hereunder and under any Ancillary Agreement, in each case except as a result of the Bankruptcy Cases, the Canadian Recognition Case (solely in respect of the Canadian Debtors) or as would not, individually or in the aggregate, materially and adversely affect the ability of each Seller to carry out its obligations under this Agreement or to consummate the transaction contemplated hereby.

Section 3.2 Authority. Subject to (i) the Bankruptcy Cases, the Confirmation Order, and to the extent that any Bankruptcy Court approval is required and (ii) solely in respect of the Canadian Debtors, the Canadian Recognition Case, the Canadian Plan Recognition Order, and to the extent that any Canadian Court approval is required, (a) each Endo Company has the corporate (or equivalent) power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby, (b) the execution, delivery and performance by each Endo Company (which is a Party) of this Agreement and each of the Ancillary Agreements to which it will be a party and the consummation by such Endo Company of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate (or equivalent) action and no other corporate proceedings on the part of any Endo Company is necessary to authorize such execution, delivery or performance and (c) this Agreement has been, and upon their execution, each of the Ancillary Agreements to which such Endo Company will be a party will have been, duly executed and delivered by such Endo Company and, assuming due execution and delivery by each of the other parties hereto and thereto, this Agreement constitutes, and upon their execution, each of the Ancillary Agreements to which such Endo Company will be a party will constitute, the valid and binding obligations of such Endo

Company (which is a Party), enforceable against such Endo Company in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

**Section 3.3 No Conflict; Required Filings and Consents; Pre-Signing Matters.**

(a) Except for (i) the Bankruptcy Cases and to the extent that any Bankruptcy Court approval is required and (ii) solely in respect of the Canadian Debtors, the Canadian Recognition Case and to the extent that any Canadian Court approval is required, and except as set forth on Section 3.3(a) of the Disclosure Letter, the execution, delivery and performance by each Endo Company (which is a Party) of this Agreement and each of the Ancillary Agreements to which such Endo Company will be a party, the consummation of the transactions contemplated hereby and thereby, or compliance by each Endo Company (which is a Party) with any of the provisions hereof, (i) do not and will not conflict with, result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or give rise to a right of termination, modification, notice or cancellation or require any consent of any Person pursuant to (A) the Organizational Documents of such Endo Company, (B) any Law applicable to such Endo Company, the Business, the Specified Equity Interests or any of the Transferred Assets, (C) any Order of any Governmental Authority, (D) any Transferred Contract, except in the case of clause (B), (C) or (D), for any such conflicts, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) do not and will not result in the creation of (or give rise to the right of any Person to require the grant of) any Encumbrance (other than a Permitted Encumbrance or an Assumed Liability) upon any of the assets of any Endo Company.

(b) The Endo Companies are not required to file, seek or obtain any notice, authorization, registration, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by the Endo Companies of this Agreement and each of the Ancillary Agreements to which each Endo Company will be a party or the consummation of the transactions contemplated hereby or thereby, except (i) for any filings required to be made under the HSR Act, the Competition Act, the Investment Canada Act or other applicable Antitrust Law and the Irish Screening of Third Country Transactions Act 2023 or other applicable foreign investment screening Law, (ii) for requisite Bankruptcy Court approval, (iii) to the Government of India, (iv) for entry of the Confirmation Order, (v) for entry of the Canadian Plan Recognition Order, and (vi) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) (i) the sale, assignment, transfer, conveyance and delivery to the NewCo Sellers of the rights, title and interest in and to the business and assets of Endo Ventures Unlimited Company and Endo Global Biologics Unlimited Company, conveyed pursuant to business transfer agreements dated May 31, 2023 and made between (a) Endo Global Biologics Unlimited Company, New Holdco 1 and NewCo 1, and (b) Endo Ventures Unlimited Company, New Holdco 2 and NewCo 2, occurred on May 31, 2023; and (ii) each of the NewCo Sellers filed a stamp duty return in respect of the transfers described in clause (i) of this Section 3.3(c), in each case claiming stamp duty relief under Section 80 of the Irish Stamp Duties Consolidation Act 1999, in the manner and

within the timeframe prescribed by the Stamp Duty (e-Stamping of Instruments and Self-Assessment) Regulations 2012 (S.I. No. 234 of 2012), and in any event before the Closing Date.

(d) No act or omission has been taken by any Endo Company to reverse, unwind or challenge the validity of any of the matters referred to in Section 3.3(c).

#### Section 3.4 Specified Equity Interests and Transferred Assets.

(a) Except as would not be expected to materially impact the Business, each Seller, as applicable, has good and valid title to each of the owned Specified Equity Interests and Transferred Assets, or with respect to leased Transferred Assets, valid leasehold interests in, or with respect to licensed Transferred Assets, valid licenses to use such Transferred Assets. The Specified Equity Interests and Transferred Assets are sufficient for the conduct of the Business (other than the Business undertaken by the Specified Subsidiaries) after the Closing in substantially the same manner as conducted prior to the Closing and constitute all assets that are necessary for the conduct of the Business (other than the Business undertaken by the Specified Subsidiaries).

(b) Except as set forth on Section 3.4(b) of the Disclosure Letter, this Agreement and the instruments and documents to be delivered by the Sellers to the Buyers at the Closing shall be adequate and sufficient to transfer to the Buyers good and valid title to the Specified Equity Interests and Transferred Assets, or with respect to leased Transferred Assets, valid leasehold interests, free and clear of any and all Interests other than Permitted Encumbrances and Assumed Liabilities, subject to (A) the Bankruptcy Cases, (B) entry of the Confirmation Order and (C) solely in respect of the Canadian Debtors, the Canadian Plan Recognition Order.

(c) Except as set forth on Section 3.4(c) of the Disclosure Letter, the Specified Equity Interests, Transferred Assets, any Executory Contract not designated by the Buyers as a Transferred Contract pursuant to Section 2.6, the Excluded Assets, including any asset designated as an Excluded Asset by the Buyers pursuant to Section 2.1(c) and any asset, permit, claim or right not transferred pursuant to Section 2.5 will immediately following the Closing be generally sufficient for the continued conduct of the Business (other than the Business undertaken by the Specified Subsidiaries) after the Closing in substantially the same manner as conducted prior to the Closing.

(d) Except as set forth on Section 3.4(d) of the Disclosure Letter, each of the Transferred Assets which comprise plant, machinery, vehicles and other equipment, furniture and fittings used in or in connection with the Business is in good operating condition subject to reasonable wear and tear, and are adequate and sufficient for all purposes for which currently utilized.

(e) The Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals and International Pharmaceuticals business segments constitute all of operating businesses owned and operated by the Endo Companies as of the date hereof.

#### Section 3.5 Company Reports; Financial Statements; No Undisclosed Liabilities.

(a) Seller Parent has filed, furnished or otherwise transmitted on a timely basis all forms, reports, statements, certifications and other documents (including all exhibits, amendments

and supplements thereto) required to be filed or furnished by it with the SEC and the Canadian Securities Administrators since January 1, 2021 (all such forms, reports, statements, certificates and other documents filed since January 1, 2021 and prior to the filing date of the Chapter 11 Plan, collectively, the “Company Reports”). As of their respective filing dates (or, if amended or superseded by a subsequent filing prior to the filing date of the Chapter 11 Plan, as of the date of such amendment or superseding filing), each of the Company Reports complied as to form in all material respects with the applicable requirements of Securities Laws, as in effect on the date so filed or furnished with the SEC or the Canadian Securities Administrators, as applicable. None of the Seller Parent’s Subsidiaries is required to file any continuous or periodic reports with the SEC or any of the Canadian Securities Administrators. As of their respective filing dates with the SEC or the Canadian Securities Administrators, as applicable (or, if amended or superseded by a subsequent filing prior to the filing date of the Chapter 11 Plan, as of the date of such amendment or superseding filing), the Company Reports did not contain any untrue statement of a material fact or “misrepresentation” (as defined under the *Securities Act* (Québec) and any other applicable Canadian Securities Laws) or omit to state a material fact required to be stated or incorporated by reference therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the filing date of the Chapter 11 Plan, to the Knowledge of Sellers, there are no outstanding or unresolved comments in comment letters received from the SEC staff or the staff of any Canadian Securities Administrators with respect to the Company Reports.

(b) The audited consolidated financial statements of Seller Parent and its Subsidiaries (including any related notes thereto) included (or incorporated by reference) in the Company Reports since January 1, 2021 (the “Seller Financial Statements”), fairly present, in all material respects, Seller Parent and its Subsidiaries’ consolidated earnings, consolidated comprehensive income, consolidated changes in equity, consolidated cash flows and consolidated financial position for the respective fiscal periods or as of the respective dates set forth therein. Such consolidated financial statements (including the related notes) complied, as of the date of filing, in all material respects, with applicable accounting requirements and with the published rules and regulations of the SEC and the Canadian Securities Administrators, as applicable, with respect thereto and each of such financial statements (including the related notes) was prepared in accordance with GAAP consistently applied during the periods involved, except in each case as indicated in such statements or in the notes thereto.

(c) Management of Seller Parent (i) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act and in National Instrument 52-109 – Certification of Disclosure in Issuers’ Annual and Interim Filings) designed to (A) ensure that material information relating to Seller Parent, including its consolidated Subsidiaries, is made known to the chief executive officer and the chief financial officer of Seller Parent by others within those entities, and (B) provide reasonable assurance that information required to be disclosed by Seller Parent in its annual filings, interim filings or other reports to be filed or submitted by it under Securities Laws is recorded and reported within the time periods required by applicable Securities Laws, (ii) has implemented and maintains a system of internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act and in National Instrument 52-109 – Certification of Disclosure in Issuers’ Annual and Interim Filings) that is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. Management of Seller Parent has disclosed, based on the most recent

evaluation of its chief executive officer and its chief financial officer prior to the date of this Agreement, to Seller Parent's outside auditors and the audit committee of the board of directors (x) any significant deficiencies in the design or operation of the Seller Parent's internal control over financial reporting that are reasonably likely to adversely affect the Seller Parent's ability to record and report financial information and (y) any fraud, to the Knowledge of Sellers, whether or not material, that involves management or other employees who have a significant role in the Seller Parent's internal controls over financial reporting. To the Knowledge of Sellers, no events, facts or circumstances have arisen or become known since January 1, 2021 of the type referred to in clauses (ii)(x) or (ii)(y) of the immediately preceding sentence.

(d) Neither Seller Parent nor any of its Subsidiaries has any Liabilities or obligations required by GAAP to be disclosed or reflected on or reserved against a consolidated balance sheet (or the notes thereto) of Seller Parent and its Subsidiaries, except for Liabilities and obligations (i) reflected or reserved against in Seller Parent's consolidated balance sheet as of June 30, 2023 (or the notes thereto) (the "Balance Sheet") included in the Company Reports, (ii) incurred in the Ordinary Course of Business since the date of the Balance Sheet, (iii) which have been discharged or paid in full prior to the filing date of the Chapter 11 Plan, (iv) incurred pursuant to the transactions contemplated by this Agreement or the Chapter 11 Plan or (v) which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

### Section 3.6 Absence of Certain Changes or Events.

(a) Since June 30, 2023, except for the Bankruptcy Cases and related matters and as set forth on Section 3.6(a) of the Disclosure Letter, there has not been any circumstance, change, effect, event, occurrence, state of facts or development that, in combination with any other circumstance, change, effect, event, occurrence, state of facts or development, whether or not arising in the Ordinary Course of Business, has had or would be reasonably expected to have a Material Adverse Effect.

(b) Except as expressly contemplated by this Agreement and for the Bankruptcy Cases and related matters, since June 30, 2023 through the filing date of the Chapter 11 Plan, each Endo Company has conducted its business in the Ordinary Course of Business in all material respects.

### Section 3.7 Compliance with Law; Permits.

(a) Since January 1, 2021, the Business has been conducted in compliance with, and the Endo Companies have complied, in all material respects, with all applicable Laws relating to the operation of the Business, the Specified Equity Interests and the Transferred Assets. Since January 1, 2021, no Endo Company (i) has received any written communication (or, to the Knowledge of Sellers, any other communication) from any Governmental Authority or private party alleging noncompliance in any material respect with any applicable Law or (ii) has incurred any material Liability for failure to comply with any applicable Law. To the Knowledge of Sellers, there is no investigation, proceeding or disciplinary action currently pending or threatened against any Endo Company by a Governmental Authority, except, in each case, for any such investigation, proceeding or disciplinary action that, if adversely determined, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Since January 1, 2021, other than as set forth on Section 3.7(a) of the Disclosure Letter, each Endo Company has filed all

material reports, notifications and other filings required to be filed with any Governmental Authority pursuant to applicable Law, and has paid all fees and assessments due and payable in connection therewith.

(b) The Sellers and the Specified Subsidiaries (as applicable) are in possession of, and, to the extent applicable, have timely filed applications to renew, all Regulatory Approvals and all permits, licenses, franchises, approvals, certificates, consents, clearances, variances, tariffs, rate schedules, waivers, concessions, exemptions, orders, registrations, notices or other authorizations of any Governmental Authority (the “Permits”) necessary for them to own, lease and operate the Transferred Assets and to carry on the Business as currently conducted, except for Permits that the failure to be in possession of would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. All material Permits held by the Sellers and Specified Subsidiaries are valid and in full force and effect and no Seller or any Specified Subsidiary is in default under, or in violation of, any such Permit, except for such defaults or violations that would not reasonably be expected, individually or in the aggregate, to materially restrict or interfere with Buyers’ ability to operate the Business as currently operated and, to the Knowledge of Sellers, no suspension or cancellation of any such Permit is pending.

(c) Except as set forth on Section 3.7(c) of the Disclosure Letter, the sale, assignment, transfer, conveyance and delivery of the Permits (other than the Permits obtained by the Specified Subsidiaries, which will be retained by the Specified Subsidiaries, respectively) by each Seller of this Agreement to the Buyers does not and will not conflict with, result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or give rise to a right of termination, modification, notice or cancellation or require any consent of any Person pursuant to (A) any Law applicable to such Seller, the Business or any of the Specified Equity Interests or Transferred Assets or (B) any Order of any Governmental Authority except for any such conflicts, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Business.

### Section 3.8 Litigation.

(a) Since January 1, 2021, except for (i) the Bankruptcy Cases, any Order entered in the Bankruptcy Cases, (ii) the Canadian Recognition Case and any Order entered into the Canadian Recognition Case, and (iii) and except as set forth on Section 3.8(a) of the Disclosure Letter, as of [the filing date of the Chapter 11 Plan] there is no Action by or against any Endo Company, in connection with the Business, the Specified Equity Interests, the Transferred Assets or the Assumed Liabilities pending, or to the Knowledge of the Sellers, threatened that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. As of [the filing date of the Chapter 11 Plan], no Endo Company is subject to any outstanding Order of any court or other Governmental Authority, or any settlement with a third party, that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth on Section 3.8(b) of the Disclosure Letter, as of [the filing date of the Chapter 11 Plan] the Endo Companies are not, in relation to the Business, subject to any order, ruling, decision or judgment given by any court or Governmental Authority or other authority, department, board, body, tribunal, administrative body or agency or has not been a party

to any court or Governmental Authority or other authority, department, board, body, tribunal order, ruling, decision or judgment or agency which is still in force.

### Section 3.9 Employee Plans.

(a) Section 3.9(a) of the Disclosure Letter sets forth a true, complete and correct list of each material Employee Plan, other than any Employee Plan required to be maintained under the laws of any jurisdiction outside of the United States without discretion as to the level of benefits provided under such Employee Plan (“Mandatory Non-U.S. Plans”). As applicable with respect to each material Employee Plan other than Mandatory Non-U.S. Plans, the Sellers have made available to the Buyers a true and complete copy of the following documents: (i) the most recent plan document, including all amendments thereto, and in the case of an unwritten plan, a written description thereof, (ii) the current summary description of each material Employee Plan and any material modifications thereto, (iii) all current trust documents and funding vehicles relating thereto, (iv) the most recently filed annual report (Form 5500 and all Sections thereto), (v) the most recent determination or opinion letter from the IRS, if any, with respect to any Employee Plan intended to be qualified under Section 401(a) of the Code, (vi) the most recent summary annual report and actuarial report, (vii) any non-routine correspondence with any Governmental Authority since January 1, 2021, (viii) template contracts of employment, and (ix) all material insurance policies effected solely for the purposes of an Employee Plan.

(b) Each Employee Plan has been operated and administered in all material respects in accordance with its terms and applicable Law and administrative or governmental rules and regulations, including ERISA and the Code. There are no, and since January 1, 2021 there have been no, pending audits or investigations by any Governmental Authority involving any Employee Plan or the employment of any Business Employee, and no pending or, to the Knowledge of the Sellers, threatened claims (except for individual claims for benefits payable in the normal operation of the Employee Plans) or Actions involving any Employee Plan.

(c) Each Employee Plan intended to be “qualified” within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter as to such qualification from the IRS and, to the Knowledge of Sellers, nothing has occurred that could adversely impact the tax qualification of any such Employee Plan.

(d) Neither Sellers nor any of their respective ERISA Affiliates has adopted, maintained, sponsored, contributed to (or has been required to adopt, maintain, sponsor or contribute to), or has any direct or contingent liability with respect to, any (i) “multiemployer plan” (within the meaning of Section 3(37) of ERISA); (ii) employee benefit plan or arrangement subject to Title IV or Section 302 of ERISA, (iii) “multiple employer plan” (within the meaning of Section 210 of ERISA or Section 413(c) of the Code), (iv) “multiple employer welfare arrangements” (within the meaning of Section 3(40) of ERISA), (v) “defined benefit scheme” (within the meaning of Section 2 of the Irish Pensions Act 1990 (as amended)) or (vi) any other Employee Plan not covered by (i) through (v) that provides for defined benefit pension obligations.

(e) Except as required by Section 4980B of the Code or similar Law, the Sellers and their Affiliates have no obligation to provide post-employment welfare benefits.

(f) In all material respects, all contributions, premiums or other payments that have become due have been paid on a timely basis with respect to each Employee Plan or, to the extent not yet due, accrued in accordance with GAAP. The Sellers and their ERISA Affiliates have not incurred (whether or not assessed) any material penalty or Tax under Sections 4980B, 4980D, 4980H, 6721 or 6722 of the Code and to the Knowledge of the Sellers no circumstances exist or events have occurred that could result in the imposition of any such material penalties or Taxes. There have been no “prohibited transactions” within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA and not otherwise exempt under Section 408 of ERISA and no breaches of fiduciary duty (as determined under ERISA) with respect to any Employee Plan, in each case with respect to which the Sellers and their ERISA Affiliates would reasonably be expected to have any material liability.

(g) In all material respects, with respect to each Employee Plan maintained under the laws of any jurisdiction outside of the United States: (i) if required to have been approved or registered by any non-U.S. Governmental Authority (or permitted to have been approved or registered to obtain any beneficial Tax or other status), such Employee Plan has been so approved, registered or timely submitted for approval or registration and no such approval or registration has been revoked (nor, to the Knowledge of the Sellers, has revocation been threatened) and no event has occurred since the date of the most recent approval or registration or application therefor that is reasonably likely to affect any such approval or registration or increase the costs relating thereto; (ii) if intended to be funded and/or book reserved, such Employee Plan is fully funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions; and (iii) the financial statements of such Employee Plan (if any) accurately reflect such Employee Plan’s liabilities.

(h) Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, whether alone or together with any other event, will (i) entitle any Business Employee to any payment or benefit; (ii) increase the amount or value of any compensation, benefit or other obligation payable or required to be provided to any Business Employee; (iii) accelerate the time of payment or vesting, or increase the amount of compensation due any Business Employee or accelerate the time of any funding (whether to a trust or otherwise) of compensation or benefits under any Employee Plan; or (iv) result in the payment of any amounts that would not be deductible for federal income tax purposes by reason of Section 280G of the Code or would be subject to excise tax under Section 4999 of the Code. No Employee Plan provides for the reimbursement of any Tax incurred under Section 409A or 4999 of the Code.

(i) There are no excluded Business Employees in respect of whom the Sellers are obliged to provide access to a standard PRSA in accordance with Section 121 of the Irish Pensions Act 1990 (as amended).

### Section 3.10 Labor and Employment Matters.

(a) Section 3.10 of the Disclosure Letter (which may be delivered by the Endo Companies to the Buyers at any time until the date that is thirty (30) days after the date hereof), to the extent permitted under applicable Law and on a no-name basis where required by applicable Law, a true, complete and correct list, as of the filing date of the Chapter 11 Plan, of all Business Employees and including, for each such Business Employee, as applicable: employee identification number, date of commencement of employment, job position or title, location of

employment, recognized years of service, notice periods, base salary or wage rate, overtime pay, bonus, incentive pay, any written arrangements or assurances whether or not legally binding for the payment of compensation on termination of employment, exempt status, accrued vacation amounts, or other paid time off, whether employed further to a work permit or visa and the type of work permit or visa, whether having signed a written employment agreement, commission, full-time or part-time, temporary or permanent status, active or inactive status (and, if inactive, the anticipated return to work date) and union status (the “Employee Census”).

(b) Other than as disclosed in Section 3.10(b) of the Disclosure Letter, the Endo Companies are not a party to any collective bargaining agreement or other agreement or arrangement with a labor union, trade union, works council, labor organization or other employee-representative body that pertains to the Business or to any Business Employees. No Business Employees are represented by any labor union, trade union, works council, labor organization or other employee-representative body with respect to their employment with the Endo Companies. There are no material pending or, to the Knowledge of the Sellers, threatened Actions concerning labor matters or unfair labor practices with respect to the Business.

(c) Since January 1, 2021, there have been no material work stoppages, slowdowns, strikes, disputes, or lockouts relating to labor matters against any Endo Companies with respect to the Business and, to the Knowledge of the Sellers, no such actions are threatened. To the Knowledge of the Sellers, there are no, and during the past three (3) years have been no, material union drives or union organizing activities that could affect the Business pending with any Business Employees or any labor organization.

(d) To the Knowledge of the Sellers, the Endo Companies are and since January 1, 2021 have been in material compliance with all applicable Laws respecting employment, including discrimination or harassment in employment, TUPE, terms and conditions of employment, termination of employment, wages, overtime classification and requirements, hours, occupational safety and health, employee whistle-blowing, immigration, employee privacy, pay equity, human rights, workers’ compensation, employment practices and classification of employees, consultants and independent contractors, in connection with the Business. To the Knowledge of the Sellers, the Endo Companies are not engaged in any unfair labor practice, as defined in the National Labor Relations Act or other applicable Laws, in connection with the Business. No unfair labor practice or labor charge or complaint is pending or, to the Knowledge of the Sellers, threatened with respect to the Business, the Endo Companies in connection with the Business before the National Labor Relations Board, the Equal Employment Opportunity Commission or any other Governmental Authority.

(e) No trade union has applied to have any Endo Company declared a common or related employer pursuant to the Labour Relations Act (Ontario) or any similar legislation in any jurisdiction in Canada in which the Endo Companies carry on business.

(f) Other than as disclosed in Section 3.10(f) of the Disclosure Letter, since January 1, 2021, (i) no allegations of workplace sexual harassment, discrimination or other sexual misconduct have been made, initiated, filed or, to the Knowledge of the Sellers, threatened against any current or former directors, officers or employees of the Business at the level of Senior Vice President and above, and (ii) neither the Business nor the Endo Companies in connection with the Business have

entered into any settlement agreement related to allegations of sexual harassment, discrimination or other sexual misconduct by any of their directors, officers or employees described in clause (i) hereof or any independent contractor.

(g) Since January 1, 2021, the Endo Companies have complied in all material respects with all notice and other requirements under the WARN Act, or any similar applicable state, provincial or local Law, and have not taken any action at any single site of employment, in the ninety (90) day period prior to the Closing Date, that would constitute, as of the Closing Date, a “mass layoff”, “plant closing”, “group termination” or “collective dismissal” with respect to the Business within the meaning of the WARN Act, or any similar applicable state, provincial or local Law.

(h) There are no material written notices of penalties, fines, charges, surcharges, assessment, provisional assessment, reassessment, supplementary assessment, penalty assessment or increased assessment or any other material written communications related thereto with respect to the Business, which the Endo Companies received from any workers’ compensation or workplace safety and insurance board or similar authorities in any jurisdictions where the Business is carried on that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(i) All material orders, inspection reports, derogations, notices of infractions, claims, penalties or fines under applicable Occupational Health and Safety Laws relating to the Business Employees and the Business and any of its facilities, have been provided to the Buyers, and the Endo Companies have complied and are in compliance with same and there are no appeals of same currently outstanding. Other than as disclosed in Section 3.10(i) of the Disclosure Letter, there are no charges, procedures or audits pending or in progress, under Occupational Health and Safety Laws, in respect of Business Employees or the Business or any of its facilities. In the last three (3) years, there have been no fatal accidents in respect of the Business Employees or the Business or any of its facilities, or any other material accidents or incidents which might reasonably be expected to lead to charges involving the Business.

### Section 3.11 Real Property.

(a) Seller Parent or one of the other Endo Companies, as applicable, has good and valid fee simple title to the real estate owned by the Endo Companies (together with all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of Seller Parent or such Subsidiary, as applicable, relating to the foregoing) (the “Owned Real Property”) free and clear of all Encumbrances, except for Specified Interests. Section 3.11(a) of the Disclosure Letter sets forth all of the Owned Real Property by the address and owner of all such Owned Real Property. All buildings and structures, located on, under or within the Owned Real Property, and all other material aspects of each parcel of Owned Real Property are in good operating condition, reasonable wear and tear excepted and taking into account the relative ages and/or service period of such assets, and are structurally sound and free of any material defects that would reasonably be expected to be materially adverse to the Endo Companies, taken as a whole. Section 3.11(a) of the Disclosure Letter sets forth all of the Owned Real Property owned by the Endo Companies. Sellers have delivered or made available to Buyers

complete and correct copies of the following, if any, in the possession of the Endo Companies: title insurance policies and land survey documents with respect to the Owned Real Property.

(b) Except as set forth on Section 3.11(b) of the Disclosure Letter, to the Knowledge of Sellers: (i) there are no outstanding options, repurchase rights or rights of first refusal to purchase or lease any Owned Real Property, or any portion thereof or interest therein; (ii) no Endo Company is a lessor under, or otherwise a party to, any lease, sublease, license, concession or other agreement pursuant to which such Endo Company has granted to any Person the right to use or occupy all or any portion of the Owned Real Property; (iii) since January 1, 2021, there is no, and no Endo Company has received written notice from any Governmental Authority regarding, presently pending or threatened condemnation or eminent domain proceedings or their local equivalent affecting or relating to any of the Owned Real Property; and (iv) since January 1, 2021, no Endo Company has received written notice from any Governmental Authority or other Person that the use and occupancy of any of the Owned Real Property, as currently used and occupied, and the conduct of the Business thereon, as currently conducted, violates in any material respect any applicable building codes, zoning, subdivision or other land use laws.

(c) Section 3.11(c) of the Disclosure Letter lists (i) the street address of each parcel of Leased Real Property, (ii) if applicable, the unit designation of the space leased under the applicable Lease, (iii) the identity of the lessor of each such parcel of Leased Real Property and (iv) if applicable, the identity of each sublessee or occupant other than the Endo Companies at each such parcel of Leased Real Property. The Endo Company party thereto has a valid leasehold estate in all Leased Real Property, free and clear of all Interests, other than Specified Interests. Subject to the approval of the Bankruptcy Court pursuant to the Confirmation Order and the assumption or assumption and assignment, as applicable, of the Leases pursuant thereto, to the Knowledge of the Sellers, each of the Leases relating to Leased Real Property (i) is a valid and subsisting leasehold interest of the applicable Endo Company, free of Encumbrances (other than Specified Interests), except as limited by the Bankruptcy Code, (ii) is a binding obligation of the applicable Endo Company, enforceable against such Endo Company in accordance with its terms, and (iii) is in full force and effect. To the Knowledge of Sellers, following the assumption and assignment of such Leases by Sellers to Buyers in accordance with the provisions of Section 365 of the Bankruptcy Code and the requisite Order of the Bankruptcy Court, there will be no monetary defaults thereunder and no circumstances or events that, with notice or the passage of time or both, would constitute defaults under such leases except, in either instance, for defaults that, individually or in the aggregate, do not or would not reasonably be expected to have a material impact on the use of such property or are unenforceable due to operation of Section 365(b)(2) of the Bankruptcy Code or have been or shall be cured pursuant to Section 365(b)(1) of the Bankruptcy Code and the provisions of this Agreement and/or the Chapter 11 Plan.

(d) Except in connection with the already existing Indebtedness, the Endo Companies have not granted to any Person (other than pursuant to this Agreement) any right or option to acquire, occupy or possess any portion of the Real Property, other than as set forth in Section 3.11(d) of the Disclosure Letter. The Endo Companies' interests with respect to the Leases have not been assigned or pledged and are not subject to any Encumbrances (other than Specified Interests). Except in connection with the pending Bankruptcy Case, no Endo Company has vacated or abandoned any portion of the Real Property or given written notice to any Person of their intent to do the same.

(e) No Endo Company is a party to or obligated under any option to lease any of the Real Property or any portion thereof or interest therein to any Person other than the Buyers.

(f) With respect to the Leased Real Property, since January 1, 2021, except in connection with the pending Bankruptcy Case, no Endo Company has given any written notice to any landlord under any of the Leases indicating that it will not be exercising any extension or renewal options under the Leases, other than as set forth in Section 3.11(f) of the Disclosure Letter. All security deposits required under the Leases have been paid to and are being held by the applicable landlord under the Leases.

### Section 3.12 Intellectual Property and Data Privacy.

(a) Section 3.12(a)(i) of the Disclosure Letter sets forth (i) a true, correct and complete (in all material respects) list of all U.S. and foreign (a) issued Patents and pending Patent applications, (b) registered Trademarks and applications to register any Trademarks, (c) registered Copyrights and applications to register Copyrights, and (d) material domain name registrations, and (ii) a list of unregistered Intellectual Property that is material to the Business, in each case, that are owned by or registered to an Endo Company and included in the Transferred Assets. Except as otherwise set forth in Section 3.12(a)(i) of the Disclosure Letter, the Endo Companies are the sole and exclusive beneficial and record owners of all of the Intellectual Property set forth in Section 3.12(a)(i) of the Disclosure Letter, and all such material issued or registered Intellectual Property is subsisting, enforceable and, to the Knowledge of Sellers, valid. An Endo Company exclusively owns, or has a valid and enforceable license or other right to use, all of the Transferred Intellectual Property in the manner used in the conduct of the Business as currently conducted. The Transferred Intellectual Property constitutes all Intellectual Property owned by the Endo Companies that is used in the conduct of the Business as currently conducted (other than, for clarity, exclusively in connection with the Excluded Assets), and the Transferred Intellectual Property, together with Intellectual Property licensed or otherwise made available to the Endo Companies pursuant to the Transferred Contracts, constitutes all Intellectual Property that is material to or otherwise necessary for the conduct of the Business as currently conducted, except as would not be expected to materially impact the Business.

(b) The conduct of the Business (including the products and services of the Endo Companies) does not Infringe (and, since January 1, 2020, has not Infringed), in any material respect, any Person's Intellectual Property. There is no material Action pending or, to the Knowledge of Sellers, threatened, against any Endo Company alleging that the conduct of the Business (including the products and services of the Endo Companies) Infringes any Person's Intellectual Property.

(c) To the Knowledge of Sellers, no Person is Infringing, in any material respect, any Intellectual Property owned by or exclusively licensed to the Endo Companies and included in the Transferred Assets, and no Endo Company, or to Knowledge of Sellers any other Person, has asserted or threatened any Action against any Person alleging that such Person Infringes any such Intellectual Property since January 1, 2020.

(d) Each Endo Company takes commercially reasonable measures to protect the confidentiality of Trade Secrets included in the Transferred Assets. To the Knowledge of Sellers,

no employee, independent contractor, consultant or agent of any Endo Company has misappropriated any trade secrets or other confidential information of any other Person in the course of the performance of his or her duties as an employee, independent contractor, consultant or agent of an Endo Company.

(e) No present or former employee, officer or director of any Endo Company, or agent, outside contractor or consultant of any Endo Company, owns or holds any right, title or interest in or to any Transferred Intellectual Property and all Persons involved in the development of any Transferred Intellectual Property have entered into written agreements wherein such Person has assigned all of their right, title and interest in the Transferred Intellectual Property to the applicable Endo Company.

(f) Since January 1, 2020, the Endo Companies have not experienced any material defects in the Software included in the Transferred Assets that remain unremedied. Since January 1, 2021, there have been no material failures, crashes, security breaches or other adverse events affecting the software, computer hardware, firmware, networks, interfaces and related systems used by the Endo Companies, which have caused material disruption to the Business or which resulted in the loss of Personal Data that required the notification of the applicable Governmental Authorities and of the affected Persons. The Endo Companies take commercially reasonable efforts to provide for the back-up and recovery of material data and have implemented commercially reasonable disaster recovery plans, procedures and facilities and, as applicable, have taken all commercially reasonable steps to implement such plans and procedures.

(g) Since January 1, 2021, the Business has been conducted in compliance with, and the Endo Companies have complied with, in all material respects: (i) all applicable Information Privacy and Security Laws; (ii) all Contracts with third parties to the extent involving the collection, use, or disclosure of Personal Data; and (iii) their published data privacy policies (“Privacy Requirements”). Since January 1, 2021, no Endo Company has received any written communication (or, to the Knowledge of Sellers, any other communication) from any Governmental Authority or private party alleging noncompliance in any material respect with any applicable Privacy Requirements. To the Knowledge of Sellers, there are no facts or circumstances that would require any Endo Company to give notice to any Person of any security breach pursuant to any Privacy Requirements, to the extent any of such notice has not already been given.

(h) Since January 1, 2018, the activities, processes, methods, products or services used, manufactured, dealt in or supplied on or before the date of this Agreement by the Business: (i) do not as of the filing date of the Chapter 11 Plan, nor did they at the time used, manufactured, dealt in or supplied, infringe the Intellectual Property (including, without limitation, moral rights) of another Person, and (ii) have not and shall not give rise to a claim against the Endo Companies, in each case in any material respect.

(i) Since January 1, 2021, to the Knowledge of Sellers, no party to an agreement relating to the use by the Endo Companies of Intellectual Property owned by a third party is, or has at any time been, in material breach of the agreement.

### Section 3.13 Taxes.

(a) Since January 1, 2021, all income and other material Tax Returns (a) relating to the Transferred Assets or the Business and (b) of the Specified Subsidiaries that were required to be filed have been duly and timely filed, and all such Tax Returns were true, correct and complete in all material respects when filed. Subject to any obligation of the Sellers under the Bankruptcy Code, since January 1, 2021, all Taxes (x) relating to the Business or the Transferred Assets or (y) for which any Specified Subsidiary is liable (i) that were due and payable have been duly and timely paid and (ii) that are incurred in or attributable to a Tax period ending on or before the Closing Date or to the Pre-Closing Tax Period and are not yet due and payable, have had adequate provision in accordance with GAAP made for their payment. No representation or warranty is made under this Section 3.13(a) in respect of any Tax Returns due or Taxes arising in connection with the Transaction Steps, the Business Transfers or any actions taken by the Endo Companies after August 16, 2022, but prior to the Closing Date (including those undertaken pursuant to Section 6.3 of this Agreement) to the extent such actions were agreed to by the Buyers or their respective advisors prior to such actions having been taken.

(b) Since January 1, 2021, no investigation or audit or search and/or seizure or any other proceeding initiated by any Tax authority is pending against the Indian Subsidiaries.

(c) Since January 1, 2021, all transactions undertaken by the Indian Subsidiaries have been in compliance with the transfer pricing regulations as applicable under the Indian Income Tax Act, 1961.

(d) There are no Encumbrances for Taxes upon the Transferred Assets other than Permitted Encumbrances described in clause (a) of the definition thereof.

(e) Paladin Labs Inc. is a registrant for the purposes of (i) the goods and services tax/harmonized sales tax imposed under Part IX of the ETA with registration number 100783950 RT0001; and (ii) the QST, with registration number 1018211650 TQ0001.

(f) The information and documents provided by the Sellers to the independent chartered accountant for the purpose of preparation of capital gains tax computation in relation to the transfer of the Indian HoldCo Interests pursuant to Section 6.2(d) in accordance with the provisions of the Indian Income Tax Act, 1961, read with the applicable rules of the Indian Income Tax Rules, 1962, are true, correct, and complete in all respects and not misleading.

(g) PPI and Par LLC do not have any pending proceedings in relation to Taxes under the Indian Income Tax Act, 1961 and/ or any demands in connection with Taxes under the Indian Income Tax Act, 1961, which may render the sale of any of the Indian HoldCo Interests void under Section 281 of the Indian Income Tax Act, 1961.

(h) No Specified Subsidiary has ever elected to be, nor has any Specified Subsidiary been notified that it must be, a member of a group for value added tax purposes (except where it is grouped with other Specified Subsidiaries, as applicable). No Specified Subsidiary has entered into any transactions, schemes or arrangements which give rise to a liability under Sections 590, 623, 625, 625A, or 626 of the Irish Taxes Consolidation Act 1997 (as amended) (the “TCA”); nor has any Specified Subsidiary entered into any transactions, schemes or arrangements to which Sections 630 to 638 of the TCA apply or could apply. No Specified Subsidiary has made a claim

for group relief or surrendered any amount by way of group relief under the provisions of Sections 411 to 424 of the TCA. No representation or warranty is made under this Section 3.13(h) in respect of any transactions, schemes or arrangements undertaken as part of the Transaction Steps, the Business Transfers or any actions taken by the Endo Companies after August 16, 2022, but prior to the Closing Date (including those undertaken pursuant to Section 6.3 of this Agreement) to the extent such actions were agreed to by the Buyers or their respective advisors prior to such actions having been taken.

(i) Since January 1, 2021, there is no material dispute or disagreement outstanding nor, to the Knowledge of the Sellers, is any contemplated with any Tax Authority regarding any material liability for any Tax recoverable from the Specified Irish Subsidiaries.

(j) The Endo Luxembourg Transferred Equity Interests do not derive, directly or indirectly, its value substantially from the Specified Equity Interests of the Indian Subsidiaries in terms of Section 9 of the (Indian) Income-tax Act, 1961.

(k) The representations and warranties set forth in this Section 3.13 are the Sellers' or the Endo Companies' (as the case may be) sole and exclusive representations with respect to Tax matters in this Agreement.

#### Section 3.14 Regulatory Matters.

(a) Section 1.1(e) of the Disclosure Letter sets forth a true, accurate and complete list of all products manufactured, distributed, marketed or developed by any Endo Company. The Endo Companies, and to the Knowledge of Sellers, each third party that is a contract manufacturer, packager, labeler, importer, exporter, distributor, wholesaler or agent for any Products, are, and at all times after January 1, 2020 were, in all material respects, in compliance with all applicable Health Care Laws to the extent applicable to their activities in respect of the Products or related to the operation or conduct of the Business. To the Knowledge of Sellers, there are no facts or circumstances that would reasonably be expected to give rise to any failure by the Seller Parent and other Endo Companies to be in compliance, in all material respects, under any applicable Health Care Laws.

(b) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole), the Endo Companies have all Regulatory Approvals (including all Product Approvals) and each such Regulatory Approval is valid and in full force and effect. The Endo Companies are in compliance in all material respects with, and since January 1, 2020, have fulfilled and performed in all material respects their respective obligations under, each such Regulatory Approval. There is no action or proceeding by any Governmental Authority pending or, to the Knowledge of the Sellers, threatened seeking the revocation or suspension of any of the Regulatory Approvals, and since January 1, 2020, no event has occurred or condition or state of facts exists that would constitute a material breach or default, or would reasonably be expected to cause revocation, termination, suspension or material modification of any of the Regulatory Approvals. Since January 1, 2020, the Endo Companies have filed with the FDA, Health Canada and any other applicable Governmental Authority all filings, notices, registrations, reports or submissions that are required under any Regulatory Approval or by any Health Care Law to have been filed or obtained as of the filing date of the Chapter 11 Plan, except as would

not, individually or in the aggregate, reasonably be expected to be material to the Business. All such documents were when filed or submitted (or as corrected or completed in a subsequent filing), and continue to be, in material compliance with applicable Health Care Laws and to the Knowledge of the Sellers, no material deficiencies have been asserted by any applicable Governmental Authority with respect to any such filings or Regulatory Approvals since January 1, 2020.

(c) All Product Regulatory Materials disclosed to Buyers are true, correct and complete in all material respects.

(d) Since January 1, 2020, the Endo Companies have not received any written notice of adverse finding, written notice of violation, warning letter, untitled letter, regulatory letter, notice of inspectional observations (including Form FDA 483), correspondence regarding the termination or suspension, delay or material modification, of any ongoing clinical or pre-clinical studies or tests, establishment inspection reports or other correspondence or notice from the FDA or any other applicable Governmental Authority that asserts (i) any deficiency in the conduct of any research, formulation, pre-clinical or other testing, clinical trial, investigation, post-market research (including research required by a Governmental Authority) in connection with the Products, or the procurement, possessing, manufacturing, processing, packaging, labeling, holding, distribution, storage, importing, exporting, marketing, promotion, supply or selling of the Products, or (ii) any other lack of compliance with applicable Health Care Laws in connection with the Products. Since January 1, 2020, the Endo Companies have not received written notice from the FDA or any other applicable Governmental Authority of any pending or threatened civil, criminal, administrative or regulatory claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration, inquiry, search warrant, subpoena, or request for information by any Governmental Authority relating to any violation of applicable Health Care Laws against the Endo Companies or, to the Knowledge of the Sellers, any person that has or is conducting or overseeing any research, development, pre-clinical or clinical testing of the Products, or that manufactures, packages, labels, imports, exports, stores, procures, supplies, distributes, promotes, advertises or sells the Products pursuant to a manufacturing, distribution, supply or other arrangement with the Endo Companies, in each case since January 1, 2020.

(e) Neither the Endo Companies, nor, to the Knowledge of the Sellers, any member, officer, director, partner, employee, contractor or agent of any of the Endo Companies has made an untrue statement of fact or a fraudulent statement to the FDA or any other Governmental Authority, failed to disclose a fact required to be disclosed to the FDA or any other Governmental Authority, or committed an act, made a statement or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA to invoke its policy respecting “Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities”, set forth in 56 Fed. Reg. 46191 (September 10, 1991) or for any other Governmental Authority to invoke any applicable policy since January 1, 2020. Neither the Endo Companies, nor, to the Knowledge of the Sellers, any member, officer, director, partner, employee, contractor or agent of any of the Endo Companies has been disqualified under FDA investigator disqualification proceedings, subject to FDA’s Application Integrity Policy, or subject to any enforcement proceeding arising from material false statements to FDA pursuant to 18 U.S.C. Section 1001. Neither the Endo Companies nor, to the Knowledge of the Sellers, any member, officer, director, partner, employee, contractor or agent of the Endo Companies has been assessed or threatened with assessment of a civil monetary penalty, debarred or convicted of any crime or engaged in any

conduct that would reasonably be expected to result in debarment under 21 U.S.C. Section 335a or any applicable Health Care Laws or exclusion under 42 U.S.C. Section 1320a-7 or any applicable Health Care Laws since January 1, 2020. Neither the Endo Companies nor, to the Knowledge of the Endo Companies, any member, officer, director, partner, employee or agent of the Endo Companies, are subject to any proceeding by any Governmental Authority that would reasonably be expected to result in such suspension, exclusion or debarment and to the Knowledge of the Sellers, there are no facts that would reasonably be expected to give rise to such suspension, exclusion or debarment. Except for the (i) Bankruptcy Cases and any Order entered by the Bankruptcy Court and (ii) the Canadian Recognition Case and any Order entered by the Canadian Court, the Endo Companies are not currently, and have not been, since January 1, 2020, (i) a party to any consent decree, judgment, order, or settlement, or any actual or potential settlement agreement, corporate integrity agreement or certification of compliance agreement, or (ii) a defendant or named party in any unsealed qui tam/False Claims Act litigation, in each case that relates to the Products.

(f) To the Knowledge of the Sellers, since January 1, 2020, the Endo Companies have not received any notice or other correspondence from the FDA, any other Governmental Authority or any safety oversight board commencing, or threatening to initiate, any action to place a clinical hold order on, or to terminate, delay, suspend, or materially modify any proposed or ongoing clinical or pre-clinical studies or tests sponsored by or conducted on behalf of the Endo Companies relating to any Product.

(g) All manufacturing, packaging, labeling, storage, handling, importing and distributing operations conducted by or on behalf of the Endo Companies related to the Products have been, since January 1, 2020, and are being conducted, in all material respects, in accordance with all Health Care Laws, including all good manufacturing practice requirements for the Products and there has not been any notice or other correspondence or action from the FDA or any other Governmental Authority to recall, suspend, size, enjoin or otherwise restrict the sale or manufacture of the Products since January 1, 2020. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole), since January 1, 2020, the Endo Companies have not either voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall, field notifications, field corrections, market withdrawal or replacement, safety alert, warning, “dear doctor” letter, investigator notice, or other notice or action relating to an alleged lack of safety, efficacy or regulatory compliance (to the extent applicable in the jurisdiction of their operations) of any Product (“Recall”). To the Knowledge of the Sellers, there are no facts that are reasonably likely to cause the Recall of any Product.

### Section 3.15 Environmental Matters.

(a) The Endo Companies and the Business are, and since January 1, 2021 have been, in compliance with all applicable Environmental Laws in all material respects.

(b) The Sellers, the Indian Subsidiaries and the Business are in possession of, and have since January 1, 2021 been, in compliance with all Environmental Permits required in connection with the conduct or operation of the Business and the ownership or use of the Transferred Assets in all material respects as currently conducted, operations and held. All such Environmental

Permits are in full force and effect and to the Knowledge of the Sellers, there is no claim or action currently pending or threatened that is or would reasonably be expected to result in a Material Adverse Effect. Neither Seller Parent nor any of its Subsidiaries has received any written notice regarding the revocation, suspension or material amendment of any Environmental Permit that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) There is no Environmental Claim that is pending or, to the Knowledge of Sellers, threatened in writing or any basis for an Environmental Claim, against Seller Parent or any other Endo Company that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Endo Company is subject to any Order imposed by any Governmental Authority pursuant to Environmental Laws.

(d) No Hazardous Materials have been Released or permitted to be Released by any Endo Company, and to the Knowledge of Sellers, no Hazardous Materials are present on, at, in or under any real or immovable property currently or formerly owned, leased or used by any of the Endo Companies (including the Acquired Owned Real Property and the Acquired Leased Real Property), in each case, in violation of or in excess of applicable limits pursuant to Environmental Laws that would reasonably be expected to result in any material Liability to the Endo Companies under Environmental Laws.

(e) Copies of all reports and other material documents relating to the environmental matters affecting the Endo Companies, the Transferred Assets or any real or immovable property currently or formerly owned, leased or used by any of the Endo Companies (including the Acquired Owned Real Property and the Acquired Leased Real Property) which are in the possession or under the control of the Endo Companies have been provided to the Buyers. To the Knowledge of Sellers, there are no other reports or material documents relating to environmental matters affecting the Endo Companies, the Transferred Assets or any real or immovable property currently or formerly owned, leased or used by any of the Endo Companies (including the Acquired Owned Real Property and the Acquired Leased Real Property) which have not been made available to the Buyers.

#### Section 3.16 Material Contracts.

(a) Except as disclosed in any Company Report filed and publicly available or as set forth on Section 3.16 of the Disclosure Letter, or to the extent any such Contracts constitute Employee Plans, as of the filing date of the Chapter 11 Plan no Endo Company is party to or bound by (each such Contract, a "Material Contract" and collectively, the "Material Contracts"):

(i) Contracts with any Affiliate or current or former officer or director of any Endo Company (other than employment-related Contracts or Employee Plans);

(ii) Contracts relating to any material business, equity or asset acquisition by any Endo Company or any disposition of any significant portion of the business, equity or assets of any Endo Company (in each case other than acquisitions or dispositions involving aggregate payments of less than \$1,000,000 or the acquisition, sale or disposition of Inventory in the Ordinary Course of Business), in each case, since January 1, 2023;

(iii) any Contract that (A) relates to Indebtedness under clauses (a) or (b) of the definition thereof of any Endo Company; (B) relates to the mortgaging or pledging of, or otherwise placing an Encumbrance (other than a Permitted Encumbrance) on, any of the assets or properties of any Endo Company; or (C) is in the nature of a capital or direct financing lease that is required by GAAP to be treated as a long-term liability involving payments above \$1,000,000 annually, in each case other than any Contract under which the Liabilities of the applicable Endo Company will be fully discharged under the Bankruptcy Code;

(iv) the Collective Bargaining Agreement;

(v) any Contract pursuant to which an Endo Company (A) is granted or obtains or agrees to grant or obtain any right to use or otherwise exploit any Intellectual Property that is material to the Business, (B) is restricted in its right to use or register any Intellectual Property included in the Transferred Assets that is material to the Business, or (C) permits or agrees to permit any other Person to use, enforce or register any material Intellectual Property included in the Transferred Assets, including any such license agreements, coexistence agreements and covenants not to sue; in each case excluding any Contracts (i) containing non-exclusive licenses of Intellectual Property relating to the development, manufacture, marketing, advertising, promotion, distribution, sale or other commercialization of Products entered into in the Ordinary Course of Business, in each case that are not individually material to the Business or (ii) entered into for commercially available “off-the-shelf” Software licensed to a Seller on a non-exclusive basis;

(vi) any Contract or consent decree with or from any Governmental Authority;

(vii) any Contract that imposes on any Endo Company or any of their respective Affiliates (including Buyers and their Affiliates following the Closing) (other than those contained in confidentiality agreements or similar Contracts) (A) any restriction on soliciting customers or employees or any non-competition restrictions, (B) any restriction on entering into any line of business, or from freely providing services or supplying products to any customer or potential customer, or in any part of the world, (C) a “most favored nation” pricing provision or exclusive marketing or distribution rights relating to any products or territory or minimum purchase obligations or exclusive purchase obligations with respect to any goods or services binding such Endo Company or its Affiliates in favor of the counterparty, or (D) other than restrictions that will cease to be effective on and after the Closing, any restriction on either the payment of dividends or distributions or the incurrence of Encumbrances on the property or assets of any Endo Company;

(viii) any Contract with the customers and suppliers required to be listed on Section 3.18(a) or Section 3.18(b) of the Disclosure Letter;

(ix) any Contract with a sole source supplier, pursuant to which such supplier provides to an Endo Company equipment, materials or services that are necessary for the sale, performance, manufacturing or support of the Business;

(x) any irrevocable power of attorney given by any Endo Company to any Person for any purpose whatsoever with respect to any Endo Company; and

(xi) any agreement relating to any strategic alliance, joint development, joint marketing, partnership, joint venture or similar arrangement (including any such Contract involving a sharing of revenues, profits, losses, costs or liabilities).

(b) Except as set forth on Section 3.16(b) of the Disclosure Letter, Sellers have made available to Buyers a true, correct and complete copy of each Material Contract, as amended to date. As of the filing date of the Chapter 11 Plan, each Material Contract is, and as of the Closing Date and subject to approval of the Bankruptcy Court, assuming payment of the Cure Claims, each Transferred Contract will be, valid and binding on the Endo Companies and, to the Knowledge of the Sellers, the counterparties thereto, and in full force and effect, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law). As of the filing date of the Chapter 11 Plan, to the Knowledge of the Sellers, no party has repudiated in writing any material provision of a Material Contract or given written notice that a Material Contract has terminated or will be terminating and, excluding the effect of the Bankruptcy Cases, no Endo Company is in breach of, or default under, in any material respect, a Material Contract to which it is a party. As of the filing date of the Chapter 11 Plan, except for violations, breaches or defaults which have been cured and for which no Endo Company has any Liability, or which will be cured as a result of the payment of the applicable Cure Claims, no Endo Company and, to the Knowledge of the Sellers, no other party to any Material Contract, has breached or defaulted in any material respect under, or has improperly terminated, revoked or accelerated, any Material Contract, and there exists no condition or event which, after notice, lapse of time or both, would constitute any such breach, default, termination, revocation or acceleration, in each case as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Section 3.16(c) of the Disclosure Letter lists each material insurance policy maintained by the Endo Companies as of the filing date of the Chapter 11 Plan, and the deductibles and coverage limits for each such policy. To the Knowledge of Sellers, (a) the Endo Companies own or hold policies of insurance, or are self-insured, of the types and in amounts providing reasonably adequate coverage against all risks customarily insured against by companies in similar lines of business as the Endo Companies or as may otherwise be required by applicable Law and (b) all such insurance policies are in full force and effect except for any expiration thereof in accordance with the terms thereof occurring after the date of this Agreement. The Endo Companies have not received written notice of cancelation or modification with respect to such insurance policies other than in connection with ordinary renewals, and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default by any insured thereunder. All premiums in respect of each insurance policy maintained by the Endo Companies have been paid, or will be paid, when due. There is no claim pending under any such insurance policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies.

#### Section 3.17 Accounts Receivable; Inventory.

(a) The accounts receivable shown in the Seller Financial Statements or that constitute Transferred Assets arose in the Ordinary Course of Business. Allowances for doubtful accounts set forth in the Seller Financial Statements have been prepared and recorded in accordance with

GAAP and in accordance with the past practices of the Endo Companies. The accounts receivable constituting Transferred Assets are not subject to any material claim of offset, recoupment, set off or counter-claim and, to the Knowledge of the Sellers, there are no specific facts or circumstances that would give rise to any such claim in any such case, except to the extent collected or otherwise reflected in the allowances for doubtful accounts or returns reserve as provided for in the Seller Financial Statements.

(b) The Inventory is, in all material respects, of a quality and quantity usable and, in the case of finished goods, saleable, in the Ordinary Course of Business, except for obsolete, damaged, defective or slow moving items as reflected in the reserves in the Seller Financial Statements.

(c) Section 3.17(c) of the Disclosure Letter contains a true and correct representation of the unaudited consolidated Inventory balances of each Product and the expiration dates of each Product as of the date hereof. The Sellers have good and marketable title to the Inventory of the Products free and clear of all Encumbrances (other than Permitted Encumbrances). The Inventory of the Products have and will have been manufactured, tested, packaged, labelled and stored in material compliance with applicable Laws and binding guidelines, including applicable current good manufacturing practices as prescribed by Law, from time to time, and the relevant product specifications. The Inventory levels have been maintained at the amounts required for the operations of the Business as historically conducted and such Inventory levels are adequate for such operations.

#### Section 3.18 Customers and Suppliers.

(a) Listed in Section 3.18(a) of the Disclosure Letter are the ten (10) largest customers of the Business, taken as a whole by revenue for the year ended December 31, 2022. No Endo Company has received any written notice, or to the Knowledge of the Sellers, oral notice, that any of the customers listed on Section 3.18(a) of the Disclosure Letter has materially decreased since January 1, 2022, or will materially decrease, its purchase of the products, equipment, goods and services of the Business. To the Knowledge of Sellers, there has been no termination, cancellation, or material limitation of, or any material modification or change in, the business relationship between any Endo Company, and any customer listed on Section 3.18(a) of the Disclosure Letter.

(b) Listed in Section 3.18(b) of the Disclosure Letter are the ten (10) largest suppliers of services, raw materials, supplies, merchandise and other goods for the Business, taken as a whole by cost for the year ended December 31, 2022. No Endo Company has received any written notice or, to the Knowledge of the Sellers, oral notice that any such supplier will not provide such services or sell such raw materials, supplies, merchandise and other goods to the Business at any time after the Closing on terms and conditions materially similar to those used in its current sales to the Endo Companies, subject only to general and customary price increases or decreases and the effects of the filing and administration of the Bankruptcy Cases.

Section 3.19 Certain Payments. Since January 1, 2021, no Endo Company (nor, to the Knowledge of the Sellers, any of their respective directors, executives, representatives, agents or employees, in the course of their actions for, or on behalf of, any of the Sellers or the Specified Subsidiaries) (a) has used or is using any corporate funds for any illegal contributions, gifts,

entertainment or other unlawful expenses relating to political activity; (b) has used or is using any corporate funds for any direct or indirect unlawful payments to any foreign or domestic governmental officials or employees; (c) has violated or is violating any material provision of the Foreign Corrupt Practices Act of 1977, Irish Criminal Justice (Corruption Offences) Act 2018, Irish Ethics in Public Office Acts 1995 and 2001, Irish Proceeds of Crime Acts 1996 – 2016, Irish Criminal Justice (Theft and Fraud Offences) Act 2001, the United Kingdom Bribery Act 2010 and the (Indian) Prevention of Corruption Act, 1988; (d) has established or maintained, or is maintaining, any unlawful fund of corporate monies or other properties; or (e) has made any bribe, unlawful rebate, payoff, influence payment, kickback or other unlawful payment of any nature to any foreign or domestic government official or employee.

Section 3.20 Brokers. Except for PJT Partners LP, Evercore Group LLC, Perella Weinberg Partners L.P., Ducera Partners LLC and Houlihan Lokey Capital, Inc., the fees, commissions and expenses of which will be paid by the Endo Companies, in each case, in accordance with the terms of any executed engagement letter or reimbursement agreement previously agreed to by the Debtors in writing (all of which have been delivered to the Buyers), no broker, finder or investment banker engaged by or on behalf of the Endo Companies is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby.

Section 3.21 Exclusivity of Representations and Warranties. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE III, NO SELLER OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, MANAGERS, PARTNERS, OFFICERS OR DIRECT OR INDIRECT EQUITYHOLDERS HAS MADE OR MAKES, AND BUYERS HAVE NOT RELIED UPON, ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, WITH RESPECT TO ANY SELLER OR ANY OF ITS AFFILIATES, THE SPECIFIED EQUITY INTERESTS, THE TRANSFERRED ASSETS, THE ASSUMED LIABILITIES OR THE BUSINESS, OR ANY MATTER RELATING TO ANY OF THEM, INCLUDING THEIR RESPECTIVE BUSINESS, AFFAIRS, ASSETS, LIABILITIES, FINANCIAL CONDITION OR RESULTS OF OPERATIONS, OR WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYERS OR ANY OF THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE REPRESENTATIVES BY OR ON BEHALF OF SELLERS, OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE EXPRESSLY DISCLAIMED. EXCEPT TO THE EXTENT SET FORTH IN THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE III, NONE OF SELLERS OR ANY OF THEIR AFFILIATES, OR ANY OTHER PERSON OR ENTITY ON BEHALF OF SELLERS OR ANY OF THEIR AFFILIATES, HAS MADE OR MAKES ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROJECTIONS, FORECASTS, ESTIMATES OR BUDGETS MADE AVAILABLE TO BUYERS OR ANY OF THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OF FUTURE REVENUES, FUTURE RESULTS OF OPERATIONS (OR ANY COMPONENT THEREOF), FUTURE CASH FLOWS OR FUTURE FINANCIAL CONDITION (OR ANY COMPONENT THEREOF) OF SELLERS OR ANY OF THEIR AFFILIATES OR OF THE BUSINESS (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING ANY OF THE FOREGOING), WHETHER OR NOT

INCLUDED IN ANY MANAGEMENT PRESENTATION OR IN ANY OTHER INFORMATION MADE AVAILABLE TO BUYERS, THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OR ANY OTHER PERSON, AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE EXPRESSLY DISCLAIMED.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYERS**

The Buyers represent and warrant to the Endo Companies as of the date hereof and as of the Closing Date (or, as to those representations and warranties that address matters as of particular dates, as of such dates), as follows:

Section 4.1 Organization. Each of the Buyers are duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and have all necessary corporate (or equivalent) power and authority to carry on their business as it is now being conducted, except (other than with respect to Buyers' due incorporation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyers' ability to consummate the transactions contemplated by this Agreement and perform its obligations hereunder and under any Ancillary Agreement. As of the execution of this Agreement, the Buyers have made available to Seller Parent a copy of their Organizational Documents, as in effect as of such date, and is not in violation of any provision of such documents, except as would not reasonably be expected to be material to the Buyers.

Section 4.2 Authority. Each of the Buyers have the corporate power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The Buyers have obtained the requisite approvals of the Required Holders, and no further authorization or approval is required for Buyers to execute and deliver this Agreement and each of the Ancillary Agreements to which they are or will be a party, to perform their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Buyers of this Agreement and each of the Ancillary Agreements to which they will be a party and the consummation by the Buyers of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action and no other proceedings on the part of the Buyers is necessary to authorize such execution, delivery or performance. This Agreement has been, and upon their execution each of the Ancillary Agreements to which the Buyers will be a party will have been, duly executed and delivered by the Buyers and assuming due execution and delivery by each of the other parties hereto and thereto, this Agreement constitutes, and upon their execution each of the Ancillary Agreements to which the Buyers will be a party will constitute, the valid and binding obligations of the Buyers, enforceable against the Buyers in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 4.3 No Conflict; Required Filings and Consents.

(a) The execution, delivery and performance by the Buyers of this Agreement and each of the Ancillary Agreements to which the Buyers will be a party, and the consummation of the transactions contemplated hereby and thereby, or compliance by the Buyers with any of the provisions hereof, (i) do not and will not conflict with, result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or give rise to a right of termination, modification, notice or cancellation or require any consent of any Person pursuant to (A) the Organizational Documents of the Buyers, (B) any Law applicable to the Buyers or by which any property or asset of the Buyers are bound or affected, (C) any Order of any Governmental Authority or (D) any material contract or agreement to which the Buyers are a party, except, in the case of clause (B), (C) or (D), for any such conflicts, violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be expected to have a Buyers Material Adverse Effect or (ii) do not and will not result in the creation of (or give rise to the right of any Person to require the grant of) any Encumbrance upon any of the assets of the Buyers, except as expressly contemplated by this Agreement or as would not, individually or in the aggregate, reasonably be expected to have a Buyers Material Adverse Effect.

(b) The Buyers are not required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by the Buyers of this Agreement and each of the Ancillary Agreements to which it will be a party or the consummation of the transactions contemplated hereby or thereby, except for (i) any filings required to be made for Regulatory Approval under the HSR Act, the Competition Act or other applicable Law or Antitrust Law, as well as any foreign direct investment filings required to be made in Ireland or other jurisdictions; (ii) other filings to be made to the Irish Minister for Enterprise, Trade and Employment in respect of the transfer of the Specified Equity Interests and/or the Transferred Assets; (iii) as required pursuant to the Bankruptcy Code or the Confirmation Order; or (iv) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect.

(c) The execution, delivery and performance by the Buyers of this Agreement and each of the Ancillary Agreements to which the Buyers will be a party, and the consummation of the transactions contemplated hereby and thereby, or compliance by the Buyers with any of the provisions hereof does not require an approval of the Government of India under Press Note No. 3 (2020 series) dated April 17, 2020 read with Rule 6(a) of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019.

Section 4.4 Brokers. The fees, commissions and expenses of any broker, finder or investment banker engaged by or on behalf of the Buyers in connection with the transactions contemplated hereby will be paid by the Buyers. Notwithstanding the foregoing, and solely to the extent required by the terms of an executed engagement letter with the Debtors, the fees, commissions and expenses of Evercore Group LLC will be paid by the Endo Companies.

Section 4.5 [Reserved.]

Section 4.6 Buyers' Investigation and Reliance.

(a) The Buyers are sophisticated purchasers and have made their own independent investigation, review and analysis regarding the Business, the Specified Equity Interests, the Transferred Assets, the Assumed Liabilities and the transactions contemplated hereby, which investigation, review and analysis was conducted by the Buyers together with expert advisors, including legal counsel, that it has engaged for such purpose. The Buyers and their Representatives have been provided with reasonable access to the Representatives, properties, offices, plants and other facilities, books and records of the Endo Companies relating to the Business and other information that they have requested in connection with their investigation of the Business, the Specified Equity Interests, the Transferred Assets, the Assumed Liabilities and the transactions contemplated hereby. In entering into this Agreement, the Buyers acknowledge that they have relied solely upon (i) the aforementioned investigation, review and analysis and (ii) the representations and warranties set forth in Article III (and are not relying on any other factual representations or opinions of the Sellers or their representatives). The Buyers acknowledge that, should the Closing occur, the Buyers shall acquire the Business, the Specified Equity Interests and the Transferred Assets without any surviving representations or warranties, on an “as is” and “where is” basis and, other than the representations and warranties of the Endo Companies set forth in Article III, none of the Endo Companies, any of their Affiliates, or any of their respective officers, directors, employees, agents, Representatives or direct or indirect equityholders make or have made any representation or warranty, express or implied, at law or in equity, as to any matter whatsoever relating to the Business, the Specified Equity Interests, the Transferred Assets, the Assumed Liabilities or any other matter relating to the transactions contemplated by this Agreement including as to: (a) merchantability or fitness for any particular use or purpose; (b) the operation of the Business by the Buyers after the Closing in any manner; or (c) the probable success or profitability of the Business after the Closing. Except as expressly set forth in the representations and warranties of the Endo Companies set forth in Article III, none of the Endo Companies, any of their Affiliates or any their respective officers, directors, employees, agents, Representatives or stockholders will have or, except in the case of Fraud, will be subject to any Liability or Indemnification Obligation to the Buyers or any other Person resulting from the distribution to the Buyers or their Affiliates or Representatives of, or the Buyers’ use of, any information relating to the Business or any other matter relating to the transactions contemplated by this Agreement, including any descriptive memoranda, summary business descriptions or any information, documents or material made available to the Buyers or their Affiliates or representatives, whether orally or in writing, in certain “data rooms,” management presentations, functional “break-out” discussions, responses to questions submitted on behalf of the Buyers or in any other form in expectation of the transactions contemplated by this Agreement. The Buyers acknowledge and agree that the representations and warranties of the Endo Companies in Article III are the result of arms’ length negotiations between sophisticated parties.

(b) The Buyers have such knowledge in financial and business matters that they are fully capable of evaluating the merits and risks of acquiring the Specified Equity Interests. The Buyers acknowledge that they are able to fend for itself in the transaction contemplated by this Agreement and that it has the ability to bear the economic risk of acquiring the Specified Equity Interests. The Specified Equity Interests were not offered to the Buyers through, and the Buyers are not aware of, any form of general solicitation or general advertising, including, without limitation, (i) any advertisement, articles, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, and (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

The Buyers understand that the Specified Equity Interests are not registered and therefore are “restricted securities” under the federal securities laws inasmuch as they are being acquired from the Endo Companies in a transaction not involving a public offering, and that, under such laws and applicable regulations, such securities may not be transferred or resold without registration under the Securities Act or pursuant to an exemption therefrom. In this connection the Buyers represent that they are familiar with Rule 144 under the Securities Act, and understands the resale limitations imposed thereby and by the Securities Act.

## ARTICLE V COVENANTS

### Section 5.1 Conduct of Business Prior to the Closing.

(a) Except (1) as otherwise contemplated by this Agreement, (2) as set forth in Section 5.1 of the Disclosure Letter, (3) as required by the Bankruptcy Code, the Confirmation Order, or by other Order of the Bankruptcy Court (it being understood that no provision of this Section 5.1 will require the Endo Companies to make any payment to any of their creditors with respect to any amount owed to such creditors on the Petition Date or which would otherwise violate the Bankruptcy Code or the terms of the Chapter 11 Plan), (4) as otherwise required by Law or any Order including, solely in respect of the Canadian Debtors, the Canadian Plan Recognition Order or any other Order of the Canadian Court, or (5) with the prior written consent of the Buyers, from the date hereof until the Closing Date, the Endo Companies shall:

- (i) conduct the Business in the Ordinary Course of Business; and
- (ii) use commercially reasonable efforts to preserve the Business, the Endo Companies’ relationships with third parties (including creditors, lessors, licensors, customers, suppliers, distributors, Business Employees, and others with whom the Endo Companies deal in the Ordinary Course of Business).

Notwithstanding the foregoing, no action or failure to take action with respect to matters specifically addressed by any of the provisions of Section 5.1(b) shall constitute a breach under this Section 5.1(a) unless such action or failure to take action would constitute a breach of such provision of Section 5.1(b) and this Section 5.1(a).

(b) Except (1) as otherwise contemplated by this Agreement, (2) as set forth in Section 5.1 of the Disclosure Letter, (3) as required by the Bankruptcy Code, the Confirmation Order, or by other Order of the Bankruptcy Court (it being understood that no provision of this Section 5.1 will require the Endo Companies to make any payment to any of their creditors with respect to any amount owed to such creditors on the Petition Date or which would otherwise violate the Bankruptcy Code or the Chapter 11 Plan), (4) as otherwise required by Law or any Order including, solely in respect of the Canadian Debtors, the Canadian Plan Recognition Order or any other Order of the Canadian Court or (5) with the prior written consent of the Buyers (which consent, solely in respect of actions set forth in Sections 5.1(b)(vi), 5.1(b)(vii), 5.1(b)(viii), 5.1(b)(ix), 5.1(b)(x), 5.1(b)(xi), and 5.1(b)(xv) will not be unreasonably withheld), from the date hereof until the Closing Date or earlier termination of this Agreement, the Endo Companies shall not:

(i) sell, transfer, lease, sublease or otherwise dispose of any Transferred Assets in excess of \$500,000 individually or \$5 million in the aggregate on a 12-month rolling 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 Endo Company and any applicable Prepetition Liens (as defined in the Cash Collateral Order) shall attach to the proceeds of such sale or disposition in accordance with applicable Law;

(ii) acquire any corporation, partnership, limited liability company, other business organization or division or material portion of the assets thereof (other than acquisitions of assets that do not require the Buyers to pay more than a *de minimis* amount of additional cash consideration in connection with the transactions contemplated by this Agreement);

(iii) merge or consolidate with or into any legal entity, dissolve, liquidate or otherwise terminate its existence;

(iv) engage in any investment, declare or make any dividend or incur Indebtedness (other than Indebtedness incurred in the Ordinary Course of Business including any trade credits or advances);

(v) redeem or make or declare any dividends, distributions, or other payments on account of Equity Interests, or otherwise make any transfers or payments on account of Equity Interests, except as otherwise approved in an Order of the Bankruptcy Court

(vi) other than in the Ordinary Course of Business, enter into, terminate, amend or otherwise modify any Material Contract;

(vii) permit any Encumbrance on the Transferred Assets other than Permitted Encumbrances or Encumbrances that will be removed by operation of the Confirmation Order;

(viii) other than in the Ordinary Course of Business, amend, waive or otherwise modify in any material respect or terminate any Transferred Contract or modify, waive, release or assign any material rights or claims thereunder, in each case whether in connection with any extension, renewal or replacement of such Transferred Contract, or otherwise;

(ix) other than as required by applicable Law, or required by the terms of any Employee Plan, Contract or the Collective Bargaining Agreement, (A) enter into, establish, adopt, materially amend or terminate any Employee Plan (or any arrangement that would be an Employee Plan if in effect on the date of date hereof), except for non-material modifications to Employee Plans in the Ordinary Course of Business and actions permitted by the following clause (B), (B) grant, announce or effectuate any increase or modification in the salaries, bonuses or other compensation and benefits payable or to become payable to any Business Employee, except for such actions in the Ordinary Course of Business for Business Employees with annual base salary or annual wage rate of less than \$350,000 or (C) other than in the Ordinary Course of Business for individuals with annual base compensation of less than \$350,000, hire or promote any Business Employee (or any individual who would be a Business Employee if employed on the date hereof) or engage any individual independent contractor to service the Business or terminate the employment of any Business Employee other than in the Ordinary Course of Business;

(x) unless required by applicable Law or the terms of the Collective Bargaining Agreement, (i) modify, extend or enter into any collective bargaining agreement (provided, for the avoidance of doubt, that the Buyers shall assume the Collective Bargaining Agreement pursuant to Section 5.18(g) of the Chapter 11 Plan), or (ii) recognize or certify any labor union, labor organization, works council, or group of employees as the bargaining representative for any Business Employees;

(xi) institute any Action other than in the Ordinary Course of Business, including any Action concerning any material Intellectual Property included in the Transferred Assets;

(xii) make, revoke or change any material election relating to Taxes of the Business or Transferred Assets;

(xiii) make any change in any method of accounting or accounting practice or policy, except as required by applicable Law or GAAP;

(xiv) amend or otherwise modify their Organizational Documents;

(xv) (A) other than in the Ordinary Course of Business, reject or terminate any Material Contract or seek Bankruptcy Court approval to do so, or (B) fail to use commercially reasonable efforts to oppose any action by a third party to terminate (including any action by a third party to obtain Bankruptcy Court approval to terminate) any Material Contract;

(xvi) with respect to any Transferred Asset, (A) agree to allow any form of relief from the automatic stay in the Bankruptcy Cases (other than pursuant to the Confirmation Order); or (B) fail to oppose any action by a third party to obtain relief from the automatic stay in the Bankruptcy Cases, unless such relief would have a *de minimis* impact on the transactions contemplated by this Agreement; or

(xvii) agree, authorize or commit to take any of the foregoing actions.

(c) Except (1) as otherwise contemplated by this Agreement, (2) as set forth in Section 5.1 of the Disclosure Letter, (3) as required by the Bankruptcy Code, the Confirmation Order, or by other Order of the Bankruptcy Court (it being understood that no provision of this Section 5.1 will require the Endo Companies to make any payment to any of its creditors with respect to any amount owed to such creditors on the Petition Date or which would otherwise violate the Bankruptcy Code), (4) as otherwise required by Law or any Order including, solely in respect of the Canadian Debtors, the Canadian Plan Recognition Order or any other Order of the Canadian Court, or (5) with the prior written consent of the Buyers, from the date hereof until the Closing Date or earlier termination of this Agreement, the Endo Companies shall not:

(i) pursue or seek, or fail to oppose any third party pursuing or seeking, a conversion of the Bankruptcy 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;

(ii) file or support another party in filing (which support, for the avoidance of doubt, shall not include complying with discovery or diligence requests by parties in interest) 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 Endo Companies 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 corporate action for the purpose of authorizing any of the foregoing, other than in connection with, arising out of or related to the Consenting First Lien Creditors' breach of the Restructuring Support Agreement;

(iii) issue, sell, encumber or grant any stock, equity or voting interests of any of the Endo Companies;

(iv) waive, release, assign, institute, compromise or settle any litigation related to any Endo Company involving cash payment by any Endo Company in excess of \$250,000 individually or \$2,500,000 million in the aggregate;

(v) make or authorize capital expenditures beyond the capital expenditures already included in the Seller Parent's 2024 or 2025, as applicable, fiscal year plan in excess of \$500,000; or

(vi) incur, assume, or otherwise become, directly or indirectly, liable with respect to any Indebtedness other than Indebtedness that is an Excluded Liability and not secured by any Encumbrances (other than any Permitted Encumbrances) on any Transferred Asset.

## Section 5.2 Covenants Regarding Information.

(a) From the date hereof until the Closing Date, upon reasonable request, the Endo Companies shall afford the Buyers and their Representatives reasonable access during normal business hours to all of the properties, offices and other facilities, Books and Records (including Tax records, documents and materials related to any Regulatory Approvals, Product Approvals, and Transaction Steps and the consummation thereof) of the Endo Companies, and shall furnish the Buyers and their Representatives with such financial, operating and other data and information, and provide reasonable access, upon reasonable request, to all the officers, key employees, accountants and other Representatives of the Endo Companies as the Buyers may reasonably request. Notwithstanding anything to the contrary in this Agreement, the Endo Companies shall not be required to disclose any information to the Buyers or their Representatives if such disclosure would reasonably be expected to adversely affect any attorney-client or other legal privilege or contravene any applicable Laws; provided that the Endo Companies shall use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that would not result in the waiver of any legal privilege or violation of applicable Laws.

(b) After the Closing Date and until the end of the Wind-Down Period, upon reasonable request, the Endo Companies shall afford the Buyers and their Representatives reasonable access during normal business hours to the Books and Records (including Tax records, Regulatory Approvals and Product Approvals) of the Endo Companies and the Buyers shall afford the Endo

Companies and their respective Representatives reasonable access during normal business hours to the Books and Records.

Section 5.3 Notification of Certain Matters. Until the Closing, each Party hereto shall promptly notify the other Parties hereto in writing of any fact, change, condition, circumstance or occurrence or nonoccurrence of any event of which it is aware that will or is reasonably likely to result in any of the conditions set forth in Article VII of this Agreement becoming incapable of being satisfied.

Section 5.4 Employee Matters.

(a) The Endo Companies shall update the Employee Census as of five (5) days prior to the Closing Date. Within ten (10) days prior to the anticipated Closing Date, the Endo Companies shall provide the Buyers with a list of any applicable individuals (on a no-name basis where required by applicable Law) who are expected to be Qualified Leave Recipients as of the Closing Date, including the Qualified Leave Recipient's employee identification number, type of leave and their respective expected date of return, if known, and shall update that list from time to time through the Closing Date as necessary.

(b) Prior to the Closing, the Buyers shall provide (or cause one of their Affiliates to provide) to each Offer Employee an offer of employment for such position and with such responsibilities that are no less favorable than each Offer Employee's current position and current responsibilities with the Endo Companies and such other terms as set forth in Section 5.4(h), in each case to commence on the Closing Date; provided, however, that the Buyers shall assume the Collective Bargaining Agreement and, to the extent any Offer Employee is subject to the Collective Bargaining Agreement, the terms and conditions of employment of any Offer Employee subject to the Collective Bargaining Agreement shall be in accordance with the Collective Bargaining Agreement. Each Offer Employee who accepts an offer of employment made pursuant to this Section 5.4 and who does not terminate employment with the Endo Companies prior to the Closing Date shall be an "Offer and Acceptance Employee". Each offer of employment made pursuant to this Section 5.4 shall be contingent upon the Closing and the issuance of the Confirmation Order. The Endo Companies and the Buyers anticipate that the Automatic Transfer Employees will transfer by operation of Law under Canadian Labor Laws, and, subject to any specific exemptions under applicable local Laws, the contracts of employment of the Automatic Transfer Employees shall have effect from the Closing Date as if originally made between the Buyers (or an Affiliate of the Buyers as the case may be) and the Automatic Transfer Employee; provided, however, that with respect to all Automatic Transfer Employees employed in Canada, their transfer and continued employment as of and from the Closing Date with the Buyers or an Affiliate of the Buyers, including all terms and conditions of employment, will be in accordance with Canadian Labor Laws and in any event no less favorable than currently in place and as in effect immediately prior to the Closing. The Buyers and their Affiliates as applicable agree to perform, discharge and fulfil their obligations as successor employer as required by applicable Canadian Labor Laws with respect to the Automatic Transfer Employees in Canada whose employment is transferred by operation of Canadian Labor Laws on Closing. The Buyers and their Affiliates as applicable shall recognize the periods of employment of all Transferred Employees for all purposes on the same basis and to the same extent as recognized by the Sellers. Each of the Endo Companies shall procure the delivery to the Automatic Transfer Employees of such information as is required to notify the Automatic Transfer Employees of the transfer of their

employment in accordance with Canadian Labor Laws. The Buyers shall provide reasonable cooperation to the Endo Companies to facilitate the discharge of their obligations in the preceding sentence, and each Party shall provide the other Party with such information as such Party may request to allow them to perform their obligations under Canadian Labor Laws.

(c) With respect to all Transferred Employees who are Insiders, on the Closing Date, all then-effective employment agreements shall revert in or be assumed by or assumed and assigned to the Buyers or, if no employment agreement is then in effect for any Insiders, the Buyers shall execute new employment agreements which provide terms of employment, including base salaries, employee benefits and severance protections to such Insiders that are no less favorable than such Insiders' most recent employment agreements and arrangements with the Endo Companies as adjusted to reflect increases in base salaries and target incentive levels or opportunities prior to the Closing Date, as applicable. Additionally, on the Closing Date, the Buyers will include all Insiders in the short- and long-term incentive programs for 2024 with (i) target short- and long-term incentive levels and opportunities that are in each case no less favorable than such levels and opportunities that were most recently communicated in writing to the applicable Insider or used to determine 2023 prepayments (including such prepayments that were made in 2022 in respect of 2023 compensation); and (ii) eligibility for full-year 2024 incentives that are not pro-rated.

(d) On or before the Closing Date, Sellers shall provide a list of the name (or employee identification number where no-name disclosure is required by Law) and site of employment of any and all employees of Sellers who have experienced, or will experience, an employment loss or layoff as defined by the WARN Act, or any other similar applicable state, provincial or local Law, within ninety (90) days prior to the Closing Date. Sellers shall update this list up to and including the Closing Date. For a period of ninety (90) days after the Closing Date, Buyers shall not engage in any conduct that would result in an employment loss or layoff for a sufficient number of employees of Buyers which, if aggregated with any such conduct on the part of the Sellers prior to the Closing Date, would trigger the WARN Act or any other similar applicable state, provincial or local Law, to the extent that such conduct would result in liability for Sellers (for greater certainty, including any "mass layoff", "plant closing", "group termination" or "collective dismissal" with respect to the Business under any of the foreign Laws).

(e) After the date hereof, Buyers and the Endo Companies shall cooperate in good faith to effect the assignment and assumption of the Assumed Plans and funding arrangements related thereto from the Endo Companies to the Buyers or their Affiliates, as applicable, effective as of the Closing, including all assets and Liabilities related to such Assumed Plans, in accordance with the Chapter 11 Plan. As of the Closing, Buyers shall assume the Assumed Plans, including all assets and Liabilities related to such Assumed Plans.

(f) Buyers and the Endo Companies shall cooperate in good faith to (i) effect the payment of accrued but unpaid base salary and other wages, paid time off, and other amounts required to be paid to Business Employees under applicable Law in connection with the Closing, (ii) determine whether to treat Buyers and any of their Affiliates as a "successor employer" and the Endo Companies as a "predecessor," within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, with respect to Business Employees for purposes of Taxes imposed under the United States Federal Unemployment Tax Act or the United States Federal Insurance Contributions Act,

and (iii) to determine whether to avoid, to the extent possible, the filing of more than one IRS Form W-2 with respect to each Business Employee for the calendar year in which the Closing occurs.

(g) The Buyers shall or shall cause one of their Affiliates to pay, at the times such amounts are due, all unpaid base wages and base salaries and other accrued compensation, employee expenses, incentives and benefits, in respect of Transferred Employees, excluding workers' compensation claims for injuries arising prior to the Closing, which are earned or accrued on or at any time prior to Closing.

(h) Subject to the terms of the Collective Bargaining Agreement, as applicable, Buyers shall provide, or cause one of their Affiliates to provide, for a period of one (1) year from and after the Closing Date, each Transferred Employee with: (i) a base salary or wage rate, as applicable, that is no less favorable to the base salary or wage rate provided to such Transferred Employee as of immediately prior to the Closing Date, (ii) short- and long-term target incentive compensation opportunities that are no less favorable to the short- and long-term target incentive compensation opportunities provided to such Transferred Employee based on their target incentive compensation for 2022, as effective immediately prior to filing of the Petitions, (iii) other compensation and benefits (excluding any one-time or special bonus payments that do not constitute target incentive compensation) that are no less favorable in the aggregate than the other compensation and benefits provided to such Transferred Employee as of immediately prior to the Closing Date, and (iv) recognition of all prior service with the Endo Companies for all purposes under the Assumed Plans on the same basis as recognized by the Sellers immediately prior to the Closing Date.

(i) On the Closing Date, the Buyers acknowledge that Endo, Inc. shall adopt a management incentive plan (the "MIP") which will provide for an equity reserve equal to four and one-half percent (4.5%) of Endo, Inc.'s fully diluted equity measured immediately after Closing, inclusive of the MIP (the "MIP Reserve"), to be issued in the form of equity-based awards to certain Transferred Employees comprised of management and other key employees of the Business. No later than ninety (90) days after the Closing Date, the Buyers acknowledge that Endo, Inc. will grant equity awards to MIP participants equal to seventy-two and two-tenths percent (72.2%) of the MIP Reserve subject to such terms and conditions (including, without limitation, performance metrics and vesting schedules) to be determined by Endo Inc.'s board of directors.

(j) To the extent permitted by Law or the applicable Collective Bargaining Agreement, all accrued and unused vacation and paid time off of the Transferred Employees accrued as of the Closing Date shall, effective as of the Closing Date (or for a Qualified Leave Recipient, the applicable return to work date) or, if later, the date on which such Transferred Employee becomes an employee of the Buyers, be transferred to and assumed by the Buyers and the Buyers shall honor such accrued vacation on the same basis as under the Endo Companies' vacation policy as in effect immediately prior to the Closing, which vacation policy would be provided by the Endo Companies to the Buyers provided under Section 5.4(e).

(k) The Buyers shall (i) offer and provide COBRA continuation coverage for all (i) Business Employees and their respective spouses and dependents and (ii) assume all health plan coverage obligations under Section 4980B of the Code with respect to all "M&A qualified beneficiaries" as defined in Treasury Regulation Section 54.4980B-9.

(l) Without prejudice to any other provision of this Agreement or other obligation of the Buyers and their Affiliates hereunder, for purposes of eligibility, vesting, and participation (excluding, with respect to benefit accrual, retiree welfare benefits and defined benefit pension benefits) under any employee benefit plans of the Buyers or one of their Affiliates in which Transferred Employees participate after the Closing Date (collectively, the “Buyer Plans”), the Buyers shall credit each Transferred Employee with his or her years of service with the Endo Companies before the Closing Date to the same extent as such Transferred Employee was entitled, before the Closing Date, to credit for such service under the comparable Employee Plans in which such Transferred Employees participated immediately prior to the Closing (such Seller Plans, the “Seller Plans”), except to the extent such credit would result in a duplication of benefits.

(m) For purposes of each Buyer Plan providing medical, dental, hospital, pharmaceutical or vision benefits to any Transferred Employee, the Buyers shall use commercially reasonable efforts to cause to be waived all pre-existing condition exclusions, waiting periods and actively-at-work requirements of such Buyer Plan for such Transferred Employee and his or her covered dependents (unless such exclusions or requirements were applicable under the Seller Plans). In addition, the Buyers shall use commercially reasonable efforts to cause any co-payments, deductible and other eligible expenses incurred by such Transferred Employee and/or his or her covered dependents under any Seller Plan providing, medical, dental, hospital, pharmaceutical or vision benefits during the plan year during which the Closing Date occurs to be credited for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Transferred Employee and his or her covered dependents for the applicable plan year of each comparable Buyer Plan in which he or she participates, provided that Sellers timely provide the Buyers such information as they reasonably requests to comply with such obligation.

(n) In accordance with Section 5.18(g) of the Chapter 11 Plan, the Buyers shall or shall cause one of their Affiliates to assume the Collective Bargaining Agreement immediately following the Closing.

(o) Effective as of the Closing, to the extent permitted by applicable Law, the Buyers or one of their Affiliates shall employ those foreign nationals working in the United States in non-immigrant visa status (the “Alien Employees”), under terms and conditions such that the Buyers qualify as a “successor-in-interest” under applicable United States immigration laws effective as of the Closing Date, and the Buyers agree to assume all immigration-related liabilities and responsibilities with respect to such Alien Employees.

(p) The Endo Companies shall, effective as of the Closing, terminate the employment of any Offer Employee who does not become an Offer and Acceptance Employee. The Endo Companies shall also advise any Automatic Transfer Employee who refuses to be employed by or continue employment with the Buyers or their Affiliates, that their employment with the Endo Companies ceases effective as of the Closing.

(q) The provisions of this Section 5.4 are for the sole benefit of the Parties to this Agreement and the Specified Subsidiaries only and shall not be construed to grant any rights, as a third party beneficiary or otherwise, to any person who is not a Party to this Agreement or a Specified Subsidiary, nor shall any provision of this Agreement be deemed to be the adoption of,

or an amendment to, any employee benefit plan, as that term is defined in Section 3(3) of ERISA, or otherwise to limit the right of the Buyers or Endo Companies to amend, modify or terminate any such employee benefit plan or to modify the terms and conditions of any individual's employment. In addition, nothing contained herein shall be construed to (i) prohibit any amendments to or termination of any employee benefit plans or (ii) prohibit the termination or change in terms of employment of any employee (including any Transferred Employee) as permitted under applicable Law. Nothing herein, expressed or implied, shall confer upon any employee (including any Business Employee or Transferred Employee) any rights or remedies (including, without limitation, any right to employment or continued employment for any specified period) of any nature or kind whatsoever, under or by reason of any provision of this Agreement.

#### Section 5.5 Consents and Filings; Further Assurances.

(a) Each of the Parties shall take, in accordance with the covenants set forth in Sections 3 and 4 of the Restructuring Support Agreement, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements and to confirm Buyers' ownership of the Specified Equity Interests and the Transferred Assets as promptly as practicable, including to obtain all necessary waivers, consents and approvals and effecting all necessary registrations, notices and filings, including all necessary waivers, consents and approvals from customers and other parties; provided that, except for the filing of the Chapter 11 Plan and any other pleadings before the Bankruptcy Court as contemplated in this Agreement, nothing in this Agreement or any Ancillary Agreement shall require any of the Parties or any of their respective Affiliates to make any payment or initiate any Action to obtain consent to the transfer of any Specified Equity Interest or Transferred Asset as contemplated by this Agreement or any Ancillary Agreement. Without limiting the generality of the previous sentence and in each case subject to this Section 5.5, the Parties shall take any and all actions that are necessary or advisable, and shall exercise commercially reasonable efforts to collaborate with one another prior to the Closing to (i) obtain from Governmental Authorities all consents, approvals, authorizations, qualifications and orders and avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Authority or any other Person, including consenting to any divestiture or other structural or conduct relief or undertakings as are necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements and the Buyers' ownership and operation of the Transferred Assets and the Business or of the Buyers' ownership to the Specified Equity Interests immediately following the Closing; (ii) to the extent not delivered prior to the date hereof, as soon as practicable following the date hereof deliver all necessary notices and filings (including any notification and report form and related material required under the HSR Act), the Competition Act, if required, the Indian Competition Act, 2002, to the relevant Government Authorities, and thereafter promptly make any other required submissions, with respect to this Agreement required under applicable Law; (iii) comply at the earliest practicable date with any request under applicable Law for additional information, documents or other materials received by each of them or any of their respective Subsidiaries from any Governmental Authority including the Federal Trade Commission, the Antitrust Division of the United States Department of Justice in respect of such notices or filings or otherwise with respect to this Agreement or in connection with the transactions contemplated hereby; (iv) cooperate with each other in connection with any such notice or filing or request (including, to the extent permitted by applicable Law, providing copies of all such documents to

the non-filing parties prior to filing and considering in good faith all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the Governmental Authority under applicable Law with respect to any such filing or otherwise with respect to this Agreement or in connection with the transactions contemplated hereby; (v) not extend any waiting period or similar period under applicable Law or enter into any agreement with a Governmental Authority not to consummate the transactions contemplated hereby; and (vi) defend and resolve any investigation or other inquiry of any Governmental Authority under all applicable Laws, including by defending against and contesting administratively and in court any litigation or adverse determination initiated or made by a Governmental Authority under applicable law; provided, that in the case of the preceding clauses (i) through (vi) of this Section 5.5(a), the Buyers shall not be obligated to consent to any divestiture or other structural or conduct relief or undertakings that would, individually or in the aggregate, have a Material Adverse Effect. The Endo Companies shall pay all filing fees and other charges for the filing under the HSR Act or other Antitrust Law by the Parties. For the avoidance of doubt, the obligations of this Section 5.5(a) apply solely to the Endo Companies and Buyers, and such obligations do not apply to (and Buyers shall not be obligated under this Section 5.5(a) to make any requests to) the Required Holders, other holders of Secured Debt, or any other party with an interest in the Buyers that is not itself a Buyer under this Agreement; provided, that, Buyers shall cause Required Holders to provide any information reasonably necessary for Buyers to comply with their obligations under this Section 5.5(a). The Buyers shall lead the process of applying for and obtaining the approval from the Competition Commission of India in connection with the transfer of the Specified Equity Interests in the Indian Subsidiaries by PPI and Par LLC to the Indian HoldCo and Operand, respectively, and the Endo Companies shall cooperate in good faith and provide reasonable support to the Buyers in this regard. The Buyers shall provide the Seller Parent the opportunity to review and comment on applications and all related submissions made for the approval from the Competition Commission of India in connection with the acquisition of the Indian HoldCo, and such comments shall be reasonably considered by the Buyers. Notwithstanding anything to the contrary in this Agreement or the Chapter 11 Plan, all submissions to be made for the approval of the Competition Commission of India that relate to information or documents in respect of the Endo Companies and/or to be executed by the Endo Companies shall be in a form agreed in writing by the Endo Companies. The Endo Companies agree that the transfer of the Specified Equity Interests in the Indian Subsidiaries by PPI and Par LLC to the Indian HoldCo and Operand, respectively, shall be completed upon receiving the acknowledgement or approval (as applicable) of the Competition Commission of India in connection with such transfer. For the avoidance of doubt, to the extent any action is required to be taken under both the Restructuring Support Agreement and this Agreement, the efforts standard set forth in the Restructuring Support Agreement shall govern.

(b) Each of the Parties shall promptly notify the other Parties of any communication it or any of its Affiliates receives from any Governmental Authority with respect to this Agreement or in connection with the transactions contemplated hereby and permit the other Parties to review in advance any proposed communication by such Party to any Governmental Authority. No Party shall agree to participate in any meeting with any Governmental Authority in respect of any notices, filings, investigation or other inquiry unless it consults with the other Parties in advance and, to the extent permitted by such Governmental Authority, gives the other Parties the opportunity to attend and participate at such meeting. The Parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties may

reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting or similar periods under applicable Law. Subject to applicable Law, the Parties will provide each other with copies of all correspondence, filings or communications between them or any of their Representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated hereby.

(c) From time to time prior to or at the Closing, the Endo Companies and the Buyers shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be necessary or appropriate to vest in the Buyers all the right, title, and interest in, to or under the Specified Equity Interests and the Transferred Assets, to provide the Buyers and the Sellers all rights and obligations to which they are entitled and subject pursuant to this Agreement and the Ancillary Agreements, and to otherwise make effective as promptly as practicable the transactions contemplated by this Agreement and the Ancillary Agreements. Subject to and without limiting Section 5.5(a), each of the Parties will use its commercially reasonable efforts to cause all of the obligations imposed upon it in this Agreement to be duly complied with and to cause all conditions precedent to such obligations to be satisfied.

(d) Except as specifically required by this Agreement, the Buyers will not take any action, or refrain from taking any action, the effect of which would be to delay or impede the (x) ability of the Parties to consummate the Plan Transaction, (y) entry of the Confirmation Order or (z) implementation of the Chapter 11 Plan. Without limiting the generality of the foregoing, the Buyers shall not, directly or indirectly, acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business of any Person or other business organization or division thereof, or otherwise acquire or agree to acquire any assets if the entering into of a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation could reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any authorization, consent, order, declaration or approval of any Governmental Authority necessary to consummate the purchase and sale of the Specified Equity Interests and Transferred Assets pursuant to this Agreement or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Authority entering an order prohibiting the purchase and sale of the Specified Equity Interests and Transferred Assets pursuant to this Agreement, (iii) increase the risk of not being able to remove any such order on appeal or otherwise, or (iv) delay or prevent the consummation of the purchase and sale of the Specified Equity Interests and Transferred Assets pursuant to this Agreement.

#### Section 5.6 Refunds and Remittances.

(a) After the Closing and until the end of the Wind-Down Period: (i) if the Sellers or any of their Affiliates receive any refund (including, without limitation and for the avoidance of doubt, any funds received by Sellers in connection with (1) a reversionary interest under a qualified settlement fund, settlement trust, or settlement agreement entered into in connection with the foregoing or (2) the enforcement, prosecution, pursuit, defense, compromise, settlement, or resolution of the Specified Avoidance Actions and/or any outstanding adversary proceedings or contested matters in the Chapter 11 Cases) or other amount that is a Transferred Asset or is

otherwise properly due and owing to the Buyers in accordance with the terms of this Agreement, the Sellers promptly shall remit, or shall cause to be remitted, such amount (including, in the case of any Tax refunds, any interest on such refunds that is payable by the applicable Governmental Authority, net of any Taxes thereon) to the Buyers and (ii) if the Buyers or any of their Affiliates receive any refund or other amount that is an Excluded Asset or is otherwise properly due and owing to the Sellers or any of their Affiliates in accordance with the terms of this Agreement, unless the Parties agree otherwise, the Buyers promptly shall remit, or shall cause to be remitted, such amount to the Sellers.

(b) In the event that, after the Closing Date and until the end of the Wind-Down Period, (i) Sellers or any of their Affiliates have retained ownership of an asset (including any Contract) that is a Specified Equity Interest or a Transferred Asset as contemplated by this Agreement, for no additional consideration to the Sellers or any of their Affiliates, the Sellers shall and shall cause their controlled Affiliates to convey, assign or transfer promptly such Specified Equity Interest or Transferred Asset to the Buyers, and the Parties hereto shall execute all other documents and instruments, and take all other lawful actions reasonably requested, including in the case of the Sellers with respect to any Contracts identified as Transferred Contracts after the Closing Date to make the requisite filings with the Bankruptcy Court and deliver the requisite notices to counterparties under any such Transferred Contracts, in order to assign and transfer such Specified Equity Interest or Transferred Asset to the Buyers or their designees or (ii) an Excluded Asset has been conveyed to the Buyers or any of their Affiliates, the Buyers shall (or shall cause their Affiliate to), for no consideration, convey, assign or transfer promptly such Excluded Asset to the Sellers, and the Parties shall execute all other documents and instruments, and take all other lawful actions reasonably requested, in order to assign and transfer such Excluded Asset to Sellers or their designee.

Section 5.7 Public Announcements. On and after the date hereof and through the Closing Date, the Parties shall consult with each other before making any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and neither the Buyers nor the Endo Companies shall make any press release or any public statement prior to obtaining the Seller Parent's (in the case of the Buyers) or the Buyers' (in the case of the Endo Companies) written approval, which approval shall not be unreasonably withheld, except that no such approval shall be necessary to the extent, in the reasonable judgement of Buyers or the Endo Companies, as applicable, (x) disclosure may be required by applicable Law in connection with the Bankruptcy Case or by applicable Securities Laws or the rules of any stock exchange on which equity securities of Seller Parent are listed, or (y) such statements are consistent with previously approved statements or communications plans, provided that if there are no such previously approved statements or communications plans applicable to the subject matter of the disclosure required under clause (x) above, the Party intending to make such disclosure shall use its commercially reasonable efforts to consult in advance with the other Parties with respect to the form and text thereof (and will consider in good faith all reasonable comments of the other Parties thereto).

Section 5.8 Bankruptcy Court Filings and Approval.

(a) The Endo Companies and the Buyers acknowledge that the transactions contemplated by this Agreement are subject to Bankruptcy Court approval, including entry of the Confirmation Order.

(b) Prior to the Closing: (i) the Rights Offering Order (as defined in the Chapter 11 Plan) shall have been entered and be in full force and effect; (ii) the applicable Rights Offering Documents (as defined in the Chapter 11 Plan) shall have been or shall be deemed to be executed and delivered, and any conditions precedent to the effectiveness thereof as set forth therein shall have been satisfied or waived in accordance therewith; and (iii) all applicable payments, premiums, and fees due under the Rights Offering Documents (including the Backstop Premiums (as defined in the Chapter 11 Plan)) shall have been paid (or shall be paid contemporaneously with the Closing).

(c) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, the Endo Companies shall have used or shall use, as applicable, commercially reasonable efforts to pursue the entry of the Confirmation Order by the Bankruptcy Court.

(d) The Endo Companies and Buyers shall reasonably cooperate in obtaining the Bankruptcy Court's entry of the Confirmation Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as reasonably practicable, including furnishing affidavits, non-confidential financial information, or other documents or information for filing with the Bankruptcy Court and making such advisors of Buyers and Endo Companies and their respective Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things, providing adequate assurances of performance by Buyers as required under Section 365 of the Bankruptcy Code.

(e) Each of the Endo Companies and Buyers shall appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement and keep the other reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by any Endo Company from the Bankruptcy Court or any third party and/or any Governmental Authority with respect to the transactions contemplated by this Agreement.

(f) In the event an appeal is taken or a stay pending appeal is requested, from the Confirmation Order, the Endo Companies shall promptly notify the Buyers of such appeal or stay request and shall provide to the Buyers a copy of the related notice of appeal or order of stay. The Endo Companies shall also provide the Buyers with written notice of any motion or application filed in connection with any appeal from such orders. The Endo Companies agree to take all action as may be reasonable and appropriate to defend against such appeal or stay request and the Endo Companies and the Buyers agree to use their commercially reasonable efforts to obtain an expedited resolution of such appeal or stay request; provided, that nothing herein shall preclude the parties hereto from consummating the transactions contemplated hereby, if the Confirmation Order shall have been entered and has not been stayed and the Sellers and the Buyers, in their reasonable discretion, waive in writing the condition that the Confirmation Order be a Final Order.

(g) After entry of the Confirmation Order, the Endo Companies shall not take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Confirmation Order unless the Buyers specifically consent to such action in writing.

**Section 5.9 Endo Marks.** The Sellers shall, as promptly as practicable after the Closing (but in no event later than 180 days after the Closing unless a later date is otherwise agreed to by the Buyers), (i) cease using and displaying any and all trademarks that are included in the Transferred Assets and (ii) cause the name of each Seller in the caption of the Bankruptcy Cases to be changed to the new name of each Seller that does not use any Endo Marks. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Sellers shall be entitled to use and refer to the Endo Marks in (i) filings with any Governmental Authority, for factual or historical reference, (ii) historical, Tax, and similar records, and (iii) for any other purposes that do not constitute trademark infringement and are required or not otherwise prohibited by applicable Law; provided, that when utilizing the Endo Marks, other than in incidental respects, each Seller shall use commercially reasonable efforts to indicate its new name and reference its current name as “formally known as” or similar designation (it being understood that, for the avoidance of doubt, nothing in this Agreement shall be construed as preventing any Seller from making any fair, non-trademark use of any of the Endo Marks).

**Section 5.10 IP License.** Effective as of the Closing Date, Buyers hereby grant to each Seller a non-exclusive, fully paid-up, royalty-free, irrevocable (during the Wind-Down Period), non-sub-licensable (except as set forth in this Section 5.10) license for the Wind-Down Period under all Transferred Intellectual Property solely to the extent necessary for each Seller (i) to conduct the Business as related to the Excluded Assets and Excluded Liabilities, in substantially the same manner as conducted prior to the date hereof, solely in connection with the implementation of the Chapter 11 Plan, the Confirmation Order or any other Order of the Bankruptcy Court and (ii) to undertake activities reasonably required for the administration of the Debtors’ estates following the Effective Date, including any actions required to liquidate, wind down or dissolve any of the Endo Companies after the Effective Date. The foregoing license is sub-licensable solely to the extent (i) that sub-licenses were granted prior to the Closing Date in the Ordinary Course of Business or (ii) reasonably necessary in connection with such wind down.

**Section 5.11 Assumed Liabilities; Adequate Assurance of Future Performance.** Buyers shall provide adequate assurance of future performance of the Transferred Contracts as required under Section 365 of the Bankruptcy Code. Buyers agree that they will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding, to be included in the Confirmation Order, that Buyers have demonstrated adequate assurance of future performance under the Transferred Contracts, including but not limited to furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyers’ representatives and advisors available to testify before the Bankruptcy Court.

**Section 5.12 Sale Free and Clear.** The Endo Companies acknowledge and agree, and the Confirmation Order shall provide, to the fullest extent permitted under applicable Law, that (a) on the Closing Date and concurrently with the Closing, all then existing or thereafter arising obligations, Liabilities and Interests, against or created by the Endo Companies, any of their Affiliates, or the bankruptcy estate shall be fully released from and with respect to the Specified

Equity Interests and the Transferred Assets (other than Permitted Encumbrances and Assumed Liabilities); and (b) the Buyers are not successors to any Seller or the bankruptcy estate by reason of any theory of law or equity, and the Buyers shall not assume or in any way be responsible for any Liability of the Sellers, any of their Affiliates and/or the bankruptcy estate, except as expressly provided in this Agreement or in the Chapter 11 Plan. On the Closing Date, the Specified Equity Interests and the Transferred Assets shall be transferred to the Buyers free and clear of any and all claims and Interests, other than Permitted Encumbrances and Assumed Liabilities, to the fullest extent permitted under, *inter alia*, Section 1141(c) of the Bankruptcy Code.

Section 5.13 Product Liability Insurance. The Buyers shall obtain (through assumption, in accordance with Section 2.6 hereof and the Chapter 11 Plan, or otherwise at or prior to the Closing, at Buyers sole discretion) and maintain customary product liability insurance coverage in respect of all the Specified Equity Interests and Transferred Assets, consistent with the Endo Companies' past practice, for not less than seven (7) years following the Closing, which coverage shall (x) include the Endo Companies as named insureds and (y) be maintained at a level consistent with the Endo Companies' past practices; provided, that such coverage of similar scope is commercially available and at a substantially similar cost to the Endo Companies' historical cost for such coverage. Buyers shall endeavor, whether under assumption or otherwise, to secure coverage with insurance companies currently providing the Endo Companies' product liability insurance policies (or, alternatively with an insurance company of similar reputation and creditworthiness). In lieu of the coverage described in the immediately preceding sentences, Buyers may, in their sole discretion, execute the "tail" provision under the current Endo Companies product liability insurance policies in respect of all Specified Equity Interests and Transferred Assets with an extended reporting claims period of not less than seven (7) years from the Closing.

Section 5.14 Intellectual Property Registrations. Prior to the Closing Date, the Endo Companies shall execute or have executed and file any documents reasonably requested, drafted and provided by Buyers to effect the change of ownership and recordals with any applicable patent, trademark, and copyright offices and domain name registrars and other similar authorities (i) where Intellectual Property included in the Transferred Assets is still recorded in the name of legal predecessors of any Endo Company or any Person other than an Endo Company or (ii) where the relevant recordals of the patent, copyright, and trademark offices, and domain name registrars, and other similar authorities with respect to any Endo Company's Intellectual Property included in the Transferred Assets are materially incorrect for any other reason; provided that, in each case, the form and content of any such documents shall be subject to Seller Parent's agreement, not to be unreasonably withheld, conditioned or delayed. Buyers shall reimburse Sellers for any reasonable out of pocket costs incurred by Sellers in fulfilling Sellers' obligations under this Section 5.14.

Section 5.15 Corporate Existence. The Parties acknowledge and agree that nothing in this Agreement or any Ancillary Agreement shall require any Endo Company to maintain its corporate (or similar) existence, or prevent any Endo Company from winding down its operations, for more than 30 days following the Closing Date.

Section 5.16 Regulatory Approvals.

(a) The Endo Companies and the Buyers shall cooperate, both prior to and promptly after Closing, as required, to prepare (including providing required information), identify and file

with the FDA and any other applicable Governmental Authority the notices, applications, submissions and information required pursuant to any applicable Law or requirement to transfer the Regulatory Approvals from the Endo Companies to the Buyers or assist the Buyers with obtaining Regulatory Approvals in their own name, as the case may be, and to reasonably assist the Buyers with obtaining Regulatory Approvals in their (or their designees') own name, including any Distribution Licenses, that are not, pursuant to applicable Health Care Laws, able to be transferred from the Endo Companies to the Buyers. Sellers shall use commercially reasonable efforts to submit to the applicable Governmental Authority prior to Closing, all notices, applications, submissions, and information required to transfer the Regulatory Approvals to the Buyers and assist the Buyers with obtaining Regulatory Approvals in their (or their designees') own name, as the case may be, and in each case to the extent permitted by Law or permitted or requested by the applicable Governmental Authority. The Parties also agree to use all commercially reasonable efforts to take any and all other actions required by the FDA and any other applicable Governmental Authority to effect the transfer of the Regulatory Approvals from the Sellers to the Buyers. Notwithstanding anything contained herein, it is acknowledged and agreed that any obligations hereunder of the Endo Companies in respect of the Consents, Permits or Regulatory Approvals procured or required for the Business of the Specified Subsidiaries shall be: (A) limited to providing to the Buyers, information, documents and such other cooperation as may be reasonably requested by the Buyers; and (B) only in respect of Consents, Permits or Regulatory Approvals, which pursuant to Law, require any action to, approval of, or notification, the relevant Governmental Authority in relation to acquisition of the Specified Subsidiaries by the Buyers.

(b) Subject to the terms of the Transition Services Agreement (if such agreement is executed), with respect to each Product in each jurisdiction, from and after the Closing Date, until the date on which the relevant Buyer receives an assignment or transfer of the Regulatory Approval for such Product in such jurisdiction, or a replacement thereof naming the relevant Buyer as the Regulatory Approval holder for such Product in such jurisdiction, and until such time as the Buyers have all required Regulatory Approvals, including Distribution Licenses, that will allow the Buyers to operate the Business in respect of such Products, the Endo Companies shall, with respect to each such Product in each such jurisdiction, maintain in continuous effect all applicable Regulatory Approvals, including, for the benefit of the Buyers, all Distribution Licenses.

(c) Buyers shall indemnify, defend and hold the Sellers harmless from and against any and all Liabilities arising out of or in connection with any Regulatory Approval from and after the Closing through the date on which the Buyers receive an assignment or transfer of such Product Approval (or the related Regulatory Approval) for such Product, or a replacement thereof naming the Buyers as the Product Approval (or the related Regulatory Approval) holder for such Product, except for any and all Liabilities that result from the Sellers' failure to comply with or maintain the Regulatory Approvals as required under applicable Laws.

(d) Prior to the Closing and after the Closing Date and until the end of the Wind-Down Period, the Endo Companies and Buyers shall each use commercially reasonable efforts to cooperate with each other to obtain any Regulatory Approvals as required under applicable Laws in order to carry on the Business or in connection with the execution, delivery and performance of this Agreement and each of the Ancillary Agreements contemplated pursuant to this transaction. Each of the Sellers and Buyers shall be responsible for their own costs in providing such

cooperation; provided, that neither Party hereto shall be required to make any payments to any third parties in connection with such cooperation except as may be provided in the Chapter 11 Plan or the Plan Administrator Agreement (as defined in the Chapter 11 Plan).

Section 5.17 Communication with Customers and Suppliers. Prior to the Closing, the Buyers and the Endo Companies shall reasonably cooperate with each other in coordinating their communications with any customer, supplier or other contractual counterparty of the Endo Companies in relation to this Agreement and the transactions contemplated hereby subject to applicable Law.

Section 5.18 Post-Closing Cooperation. Following the Closing and until the end of the Wind-Down Period, and subject to the terms of the Transition Services Agreement, the Sellers and the Buyers shall reasonably cooperate in good faith to assist in the orderly transfer of the Transferred Assets (including all Consents, Permits and Regulatory Approvals), including in connection with any matters for which the Sellers' institutional knowledge may be reasonably required in order to consummate the transactions contemplated by this Agreement.

Section 5.19 Buyers Expenses. The Sellers shall pay Buyers' reasonable and documented professional fees and expenses in full at or prior to Closing.

## **ARTICLE VI TAX MATTERS**

Section 6.1 Transfer Taxes. Any and all value added tax (including GST/HST and QST), sales, use, retail, excise, stock transfer, real property transfer, transfer stamp, registration, documentary, recording or similar Taxes payable as a result of the sale or transfer of the Transferred Assets, the Transferred Equity Interests and the assumption of the Assumed Liabilities pursuant to this Agreement, and all recording and filing fees that may be imposed by reason of the sale, transfer, assignment and delivery of the Transferred Assets and the Transferred Equity Interests ("Transfer Taxes") imposed by or payable to any Taxing Authority (U.S.) shall be an obligation of the Sellers and shall be paid by the Sellers when due. All Transfer Taxes imposed by or payable to any Taxing Authority (Non-U.S.) shall be an obligation of the Buyers, and shall be paid by the Buyers when due. The Sellers and the Buyers shall be responsible for preparing and filing all Tax Returns with respect to Transfer Taxes which they are obligated to satisfy and shall file all such Tax Returns when due. The Sellers and the Buyers shall use commercially reasonable efforts and cooperate in good faith to mitigate, reduce, or eliminate any such Transfer Taxes, including in the making of the Tax elections referred to in Section 6.4. For the avoidance of doubt, Transfer Taxes shall not include any Taxes imposed on or measured by reference (in whole or in part) to overall net income, profits, capital gains, gains, and similar Taxes.

Section 6.2 Tax Cooperation and Information.

(a) The Buyers and the Sellers agree to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Business, the Transferred Assets and the Assumed Liabilities as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any

audit by any Governmental Authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax.

(b) The Sellers will cooperate in good faith with the Buyers and will use commercially reasonable efforts to provide any information and analyses necessary to enable the Buyers to make Tax-related determinations, including by providing reasonable access to the Sellers' employees and outside advisors (e.g., tax accountants, lawyers, and other consultants), subject to Section 5.2 and except as would be materially adverse to the Sellers.

(c) Any reasonable expenses incurred in furnishing any information or assistance pursuant to this Section 6.2 shall be borne by the Party requesting it. With respect to any Tax related matters involving the Debtors other than the transactions contemplated by this Agreement, the Debtors and their advisors shall not provide information or 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 any work product doctrine.

(d) The DAC Seller shall provide a capital gains tax computation issued by an independent chartered accountant on a reliance basis, in accordance with the provisions of the Indian Income Tax Act, 1961, in relation to: (i) any Tax payable on capital gains (if any) earned on sale of the Specified Equity Interests of PFPL by PPI and Par LLC to the Indian HoldCo and Operand; and (ii) any Tax on capital gains (if any) earned on the sale of the Indian HoldCo Interests, if the Purchase Price payable for transfer of the Indian HoldCo Interests by Sellers is subject to capital gains tax under the Indian Income Tax Act, 1961.

(e) The DAC Seller shall provide fair valuation report(s), to the satisfaction of the Buyers, issued on a reliance basis, by an independent chartered accountant certifying the fair market value of the shares of PFPL in accordance with Section 56(2)(x) of the Indian Income Tax Act, 1961 read with Rule 11UA or Rule 11UAA of the Indian Income Tax Rules, 1962, as applicable.

(f) PPI shall provide to the Indian Subsidiaries any information reasonably requested by the Buyers that is required for the purpose of filing Form 49D with the Taxing Authority as prescribed under the provisions of the Indian Income Tax Act, 1961 and for compliance with Rule 114DB of Indian Income Tax Rules, 1962.

**Section 6.3 Structure and Pre-Closing Steps.** The Endo Companies agree to, subject to Bankruptcy Court approval and subject to any approval of the Canadian Court as may be required in respect of the Canadian Debtors, prior to the Closing take or amend steps to effect the transactions contemplated by this Agreement that are reasonably agreed to after the date hereof by the Endo Companies and the Buyers (the "Transaction Steps"), provided that the Endo Companies shall agree to take such steps as reasonably requested by the Buyers so long as the Transaction Steps as requested are not materially adverse to the Endo Companies. The Endo Companies and the Buyers agree that this Agreement shall be amended as necessary, as determined by the Endo Companies and the Buyers, to permit the implementation of the Transaction Steps.

**Section 6.4 Certain Tax Elections.** The Buyers and the Endo Companies agree:

(a) to use the “standard procedure” described in Section 4 of IRS Revenue Procedure 2004-53, 2004-2 C.B. 320 with respect to the Endo Companies’ Tax filing and payment obligations relating to the Business and the Business Employees (and/or the local equivalent insofar as may be applicable to the Automatic Transfer Employees);

(b) that the Buyers shall file (or cause to be filed) an IRS Form W-2 for each Business Employee (and/or the local equivalent insofar as may be applicable to the Automatic Transfer Employees) with respect to the portion of the year during which such Business Employee is employed by the Buyers that includes the Closing Date, excluding the portion of such year that such Business Employee was employed by the Endo Companies or their respective Affiliates;

(c) that (i) to the extent permitted under applicable Law, each applicable Canada Seller and the Canada Buyer shall jointly execute, on closing, an election under subsection 167(1) of the ETA, Section 75 of the QST Legislation, and any equivalent or corresponding provision under applicable provincial or territorial Tax Law, in the form prescribed for such purposes, such that no GST/HST, or QST or other applicable provincial or territorial Tax is payable in respect of the sale of the Transferred Assets of each applicable Canada Seller, and (ii) that Canada Buyer shall file such elections within the time prescribed by the ETA, the QST Legislation and such other applicable Tax Law. Notwithstanding such election(s), in the event it is determined by the Canada Revenue Agency or Revenue Québec (or another applicable provincial or territorial Tax authority) that there is a liability of the Canada Buyer to pay, or of any Canadian Debtors to collect and remit, any Taxes payable under the ETA or the QST Legislation (or under any applicable provincial or territorial Tax Law) in respect of the sale and transfer of the Transferred Assets, such Taxes shall be paid by the Canada Buyer and the Buyers shall indemnify and hold the Canadian Debtors (and any current or former directors and officers of any Canadian Debtors) harmless with respect to any such Taxes and costs payable resulting from such determination or assessment;

(d) that with respect to each Canada Seller, each such Canada Seller and the Canada Buyer will, to the extent permitted under applicable Law, jointly execute an election under Section 22 of the Canadian Tax Act, and any equivalent or corresponding provision under applicable provincial or territorial Tax Law, in respect of the sale of the accounts receivable of each Canada Seller to the Canada Buyer. The Canada Buyer and each Canada Seller shall file within the prescribed time the prescribed election form required to give effect to the foregoing. For the purposes of such elections, the Canada Buyer and each Canada Seller will, acting reasonably, jointly determine the amount that the parties will designate as the portion of the Purchase Price allocable to the debts in respect of which such elections are made. For greater certainty, each Canada Seller and the Canada Buyer agree to prepare and file their respective Tax Returns in a manner consistent with such election(s); and

(e) to make an election under Section 338(g) or Section 338(h)(10) of the Code, as applicable, with respect to any Specified Subsidiary that is classified as a corporation for U.S. federal income tax purposes as of immediately prior to the Closing.

Section 6.5 Apportionment of Certain Taxes. All real property, personal property and similar ad valorem Taxes, if any, levied with respect to the Transferred Assets for a taxable period which includes (but does not end on) the Closing Date (collectively, the “Apportioned Taxes”) shall be apportioned between the Sellers and the Buyers based on the number of days of such taxable period

ending on and including the Closing Date (such portion of such taxable period, the “Pre-Closing Tax Period”) and the number of days in such taxable period after the Closing Date (such portion of such taxable period, the “Post-Closing Tax Period”). The Sellers shall be responsible for the proportionate amount of such Apportioned Taxes that is attributable to the Pre-Closing Tax Period, and the Buyers shall be responsible for the proportionate amount of such Apportioned Taxes that is attributable to the Post-Closing Tax Period. Any Apportioned Taxes shall be timely paid, and all applicable Tax Returns shall be timely filed, as provided by applicable Law. The paying Party shall be entitled to reimbursement from the non-paying Party for the non-paying Party’s portion of the Apportioned Taxes in accordance with this Section 6.5. Upon payment of any such Apportioned Taxes, the paying Party shall present a statement to the non-paying Party setting forth the amount of reimbursement to which the paying Party is entitled under this Section 6.5, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed. The non-paying Party shall make such reimbursement by wire transfer in immediately available funds within ten (10) days of receipt of such statement to an account designated by the paying Party.

Section 6.6 Retention of Tax Records. After the Closing Date and for a period of six (6) years from the Closing Date, Buyers shall retain possession of all accounting, business, financial, and Tax records and information that (a) relate to the Transferred Assets and are in existence on the Closing Date and (b) come into existence after the Closing Date but relate to the Transferred Assets before the Closing Date, and Buyers shall give Sellers notice and a reasonable opportunity to retain any such records in the event that Buyers determine to destroy or dispose of them during such period. In addition, from and after the Closing Date, Buyers shall provide to Sellers (after reasonable notice and during normal business hours) reasonable access to the books, records, documents, and other information relating to the Transferred Assets as Sellers may reasonably deem necessary to properly prepare for, file, prove, answer, prosecute, and defend any Tax Return, claim, filing, Tax audit, Tax protest, suit, proceeding, or answer. Such access shall include access to any computerized information systems that contain data regarding the Transferred Assets. The provisions contained in this Section 6.6 are intended to, and shall, supplement and not limit the generality of the provisions contained in Section 5.2 above.

Section 6.7 Tax Refunds. Without limiting the generality of Section 5.6(a), any Tax refunds that are received by an Endo Company, and any amounts credited against Taxes to which an Endo Company (or Affiliate thereof) becomes entitled, that are attributable to Taxes that are paid by the Buyers (or any of their Affiliates) (including, for clarity’s sake, any such Taxes that are Assumed Liabilities or that arise from other transactions contemplated herein and, in each case, and are paid, funded or reimbursed by the Buyers (or any of their Affiliates)), shall be for the account of the Buyers (such refunds or credits for the account of Buyers, the “Buyer Refunds”). The applicable Endo Company (or Affiliate thereof) shall pay over to the Buyers any such Buyer Refund within ten (10) days after receipt thereof or entitlement thereto. If any amount paid to the Buyers pursuant to this Section 6.7 is subsequently challenged successfully by any Governmental Authority, the Buyers shall repay such amount (together with any interest and penalties assessed by such Governmental Authority in respect of such amount) to the applicable Endo Company (or its applicable Affiliate).

Section 6.8 Canadian Tax Treatment. The Parties agree that the consideration received or deemed to be received by the Canada Sellers in respect of the transfer of their Transferred Assets

(other than the assumption or payment of any Non-U.S. Sale Transaction Taxes or other Assumed Liabilities and other than any cash retained by the Canada Sellers) will be treated (i) to the extent received by Paladin Labs Inc., as a distribution to Canada Holdco, first as a repayment of the principal amount of debt, second, to the extent of any excess, as a return of capital, third, to the extent of any excess, as a payment of accrued and unpaid interest on debt, and fourth, to the extent of any excess, as a demand non-interest-bearing loan, and (ii) from Canada Holdco to Finco I, first as a repayment of the principal amount of debt and second, to the extent of any excess, as a return of capital. In addition, any cash that is not required to be retained by the Canadian Debtors to fund their expenses (excluding any contributions to any of the Trusts (as defined in the Chapter 11 Plan)) will be distributed as follows: (a) any such cash held by Paladin Labs Inc. will be distributed to Canada Holdco, first as a repayment of the principal amount of debt, second, to the extent of any excess, as a return of capital, third, to the extent of any excess, as a payment of accrued and unpaid interest on debt, and fourth, to the extent of any excess, as a demand non-interest bearing promissory note, and (b) any such cash held by Canada Holdco (or, if Paladin Labs Inc. and Canada Holdco are amalgamated prior to the Closing Date, held by the amalgamated corporation), including any cash distributed to it pursuant to clause (a) above, will be distributed to Finco I first as a repayment of the principal amount of debt and second, as to any excess, as a return of capital. For greater certainty, the Canadian Debtors will not contribute any cash to the Trusts (as defined in the Chapter 11 Plan).

Section 6.9 Interim Payments of Taxes. At any time prior to the Closing, subject to any obligation of the Endo Companies under the Bankruptcy Code, the Endo Companies shall be permitted to make any and all payments, estimated payments, deposits, remittances, or other similar transmittals in respect of Taxes of any kind accrued in, attributable to, retained in, withheld in, or remitted in any taxable period or portion thereof ending on or prior to the Closing Date, in each case, (i) in the Ordinary Course of Business and (ii) to the extent the amount of any such Taxes is material, subject to the prior written approval of the Buyers (not to be unreasonably conditioned, withheld or delayed). For the avoidance of doubt, any refunds of Taxes paid, deposited, remitted or similarly transmitted pursuant to the preceding sentence shall be for the account of the Buyers and the second and third sentences of Section 6.7 above shall apply to such refunds *mutatis mutandis*.

## ARTICLE VII CONDITIONS TO CLOSING

Section 7.1 General Conditions. The respective obligations of the Buyers and the Endo Companies to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable Law, be waived in writing by any Party in its sole discretion (provided that such waiver shall only be effective as to the obligations of such Party):

(a) No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent), that is then in effect and that enjoins, restrains, makes illegal or otherwise prohibits the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

(b) The waiting period (and any extension thereof) under the HSR Act applicable to the transactions contemplated by this Agreement and the Ancillary Agreements, if any, shall have expired or shall have been terminated.

(c) All approvals which may be required under the Irish Screening of Third Country Transactions Act 2023 shall have been obtained from the Irish Minister for Enterprise, Trade and Employment for the transfer of the Transferred Assets.

(d) All requisite regulatory consents, approvals, authorizations, qualifications and necessary orders from the Governmental Authorities in respect of the transactions contemplated by this Agreement or the Ancillary Agreements, including any authorizations required under the applicable Antitrust Law or any foreign direct investment authorizations, in each case set forth on Schedule 7.1(d) (other than the approvals or authorizations specifically listed in Section 7.2 below) shall have been obtained. For the avoidance of doubt, with respect to the Indian Subsidiaries, such “authorization” shall include the acknowledgement of filing of notice with the Competition Commission of India to the extent the “green channel” procedure is applicable in connection with (i) the transfer of Specified Equity Interests in the Indian Subsidiaries by PPI and Par LLC to the Indian HoldCo and Operand, respectively, (ii) the transfer of Indian HoldCo Interests by PPI to Endo Luxembourg, and (iii) the transfer of the Endo Luxembourg Transferred Equity Interests by the DAC Seller to the Enterprise Buyer, or, in all other cases, the approval of the Competition Commission of India in connection with such transfers.

(e) All conditions precedent to the Effective Date of the Chapter 11 Plan (as set forth in Section 11.2 of the Chapter 11 Plan) shall have been satisfied or waived in accordance with their terms.

(f) The Bankruptcy Court shall have entered the Confirmation Order, and the Confirmation Order shall be a Final Order.

(g) Solely as it relates to the consummation of the transactions contemplated by this Agreement by the Canadian Debtors, the Canadian Court shall have entered the Canadian Plan Recognition Order and the Canadian Plan Recognition Order shall be a Final Order.

(h) Solely as it relates to the consummation of the transactions contemplated by this Agreement by the Canadian Debtors, the Competition Act Approval and the ICA Approval shall have been obtained, in each case, if required.

**Section 7.2 Conditions to Obligations of the Endo Companies.** The obligations of the Endo Companies to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may be waived in writing by Seller Parent in its sole discretion:

(a) Other than the representations and warranties of Buyers contained in Section 4.1 (Organization), Section 4.2 (Authority) and Section 4.4 (Brokers) (the “Buyer Fundamental Representations”), the representations and warranties of the Buyers contained in this Agreement or any certificate delivered pursuant hereto shall be true and correct as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date, except where the failure to be so

true and correct (without giving effect to any limitation or qualification as to “materiality” (including the word “material”) or “Buyer Material Adverse Effect” set forth therein) would not, individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect. The Buyer Fundamental Representations shall be true and correct in all respects as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date, except for *de minimis* inaccuracies. The Buyers shall have, in all material respects, performed all obligations and agreements and complied with all covenants and conditions required by this Agreement or any Ancillary Agreement to be performed or complied with by it prior to or at the Closing.

(b) The Endo Companies shall have received an executed counterpart of each document listed in Section 2.10(c), signed by each party other than the Endo Companies (to the extent applicable).

(c) The Confirmation Order shall be acceptable to the Endo Companies.

**Section 7.3 Conditions to Obligations of the Buyers.** The obligations of the Buyers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may be waived in writing by the Buyers in their sole discretion:

(a) Other than the representations and warranties of Sellers contained in Section 3.1 (Organization), Section 3.2 (Authority), Section 3.3(c), Section 3.3(d), and Section 3.20 (Brokers) (the “Seller Fundamental Representations”), the representations and warranties of the Sellers contained in this Agreement or any certificate delivered pursuant hereto shall be true and correct as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date, except where the failure to be so true and correct (without giving effect to any limitation or qualification as to “materiality” (including the word “material”) or “Material Adverse Effect” set forth therein) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Seller Fundamental Representations shall be true and correct in all respects as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date, except for *de minimis* inaccuracies. The Endo Companies shall have, in all material respects, performed all obligations and agreements and complied with all covenants and conditions required by this Agreement or any Ancillary Agreement to be performed or complied with by them prior to or at the Closing.

(b) The Buyers shall have received an executed counterpart of each document listed in Section 2.10(b) and Section 2.10(c) signed by each party other than the Buyers (to the extent applicable).

(c) The Bankruptcy Court shall have approved and authorized the assumption and assignment of the Transferred Contracts.

(d) After the date hereof, there shall not have occurred and be continuing any changes, effects or circumstances constituting a Material Adverse Effect.

(e) All Regulatory Approvals and Product Approvals (A) associated with the Products and (B) any other Regulatory Approvals and Product Approvals the absence of which would be reasonably likely to result in a material adverse effect on the Business, including the financial condition or results of operations of the Business, shall have been transferred to or obtained by the Buyers, directly or indirectly through the transfer of the Transferred Equity Interests, and the Buyers shall have received applicable documentation or certifications reasonably necessary to evidence the transfer or receipt (as the case may be) of such Regulatory Approvals or Products Approvals; provided, however, that this condition shall be deemed satisfied with respect to any given Regulatory Approval or Product Approval referenced in clause (A) or (B) hereof to the extent that the Buyers can reasonably be expected to be permitted to operate the Business after the Closing in compliance with applicable Law and consistent with Law or past practice by or instructions provided by the relevant Governmental Authority to, Buyers or the Endo Companies in respect of the applicable Product in reliance on the arrangements contemplated by, and on the terms consistent with, the provisions of Section 5.16 and the applicable terms of the Transition Services Agreement, until the applicable Regulatory Approval or Product Approval is transferred or obtained.

(f) The transfer of all Equity Interests (including any compulsorily convertible instruments) in the Specified Subsidiaries (other than the Transferred Equity Interests) prior to Closing in accordance with applicable Law and pursuant to receipt of the FDI Approval shall have been completed.

## **ARTICLE VIII TERMINATION**

### Section 8.1 Termination.

(a) This Agreement may be terminated at any time prior to the Closing:

- (i) by mutual written consent of the Buyers and Seller Parent;
- (ii) by either Seller Parent or Buyers, by written notice, if:

(A) the Closing shall not have occurred by the date and time set forth in Section 7(a)(x)(D) of the Restructuring Support Agreement to the extent the Restructuring Support Agreement remains in full force and effect at the time this termination event is triggered (as such date may be extended pursuant to this Section 8.1(a)(ii)(A) or Section 6.3, the “Outside Date”); provided, however, that to the extent the Closing is not achieved by the Outside Date (after giving effect to any extensions thereof) due solely to any outstanding regulatory or third-party approval or consent required under Section 7.1, the Outside Date shall be automatically extended by forty-five (45) additional calendar days; provided, further that the Seller Parent shall have the right to extend the Outside Date as provided for under Section 6.3; provided, further, that the right to terminate this Agreement under this Section 8.1(a)(ii)(A) shall not be available to any Party if the failure of the transactions contemplated by this Agreement to occur on or before the Outside Date was primarily caused by a Party’s or their Affiliate’s failure to perform any covenant or obligation under this Agreement;

(B) any Governmental Authority, shall have issued an order, judgment, decree or ruling or taken any other action restraining, enjoining, rendering illegal, or otherwise prohibiting the transactions contemplated by this Agreement and such order, judgment, decree, ruling or other action shall have become final and nonappealable; provided that the Party so requesting termination shall have complied with Section 5.5, and provided, further, that no termination may be made by a Party under this Section 8.1(a)(ii)(B) if the issuance of such Order was primarily caused by the breach by such Party (including, with respect to Sellers, any of the Endo Companies) with respect to, or action or inaction of such Party (including, with respect to Sellers, any of the Endo Companies) in violation of, any obligation or condition of this Agreement;

(C) (i) the Bankruptcy Court enters an Order granting relief against any Consenting First Lien Creditor (or the First Lien Collateral Trustee or any Secured Debt Representative, each in its representative capacity on behalf of the applicable 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, provided, that, such Order reduces the amount of the Claims, liens, or security interests held by the Consenting First Lien Creditors by more than \$5 million, 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 or any Secured Debt Representative, each in its representative capacity on behalf of the applicable holders of Prepetition First Lien Indebtedness), in each case, or otherwise issues a ruling or enters an Order, which renders the obligations of the Buyers under this Agreement incapable of performance; and (ii) the Required Consenting Global First Lien Creditors have terminated the Restructuring Support Agreement pursuant to Section 7(a)(viii) thereof;

(D) (i) any of the Endo Companies enters into a definitive agreement for an Alternative Transaction or consummates any Alternative Transaction, or (ii) the Bankruptcy Court enters an Order approving an Alternative Transaction or denying confirmation of the Chapter 11 Plan as it relates to authorizing the Endo Companies to consummate the transactions contemplated pursuant to this Agreement;

(E) at 11:59 p.m. on the date that an Order is entered by the Bankruptcy Court or a court of competent jurisdiction either: (x) converting any of the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code, (y) involuntarily dismissing any of the Bankruptcy Cases, (z) 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 Bankruptcy Cases, (aa) winding up any Endo Company and/or appointing a provisional or official liquidator to any Endo Company pursuant to the Irish Companies Act, (bb) appointing an examiner (including an interim examiner) to any Debtor pursuant to the Irish Companies Act, (cc) 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 Endo Company or (2) enforce security over any of the shares or assets of any Endo Company, or (dd) any other order that is analogous to any of the foregoing under the laws of any jurisdiction, the effect of which would render the transactions contemplated by this Agreement 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 (x) through (dd) (subject to

Bankruptcy Court approval) is taken for the purpose of completing the transactions set forth in this Agreement; and provided further that the Party so requesting termination shall have complied with Section 5.5; or

(F) the Restructuring Support Agreement has been terminated by mutual, written agreement of the Debtors and the Required Consenting Global First Lien Creditors pursuant to Section 7(d)(i) thereof.

(iii) by the Buyers, if:

(A) the Buyers are not in material breach of this Agreement and the Endo Companies breach or fail to perform in any respect any of their representations, warranties or covenants contained in this Agreement or any Ancillary Agreement and such breach or failure to perform (A) has rendered the satisfaction of any condition set forth in Section 7.3 impossible and (B) the Endo Companies have failed to cure such breach within seven (7) Business Days following receipt of notification thereof by the Buyers;

(B) (i) any Debtor breaches, in any material respect, any of the undertakings or covenants of the Debtors set forth in the Restructuring Support Agreement that, if capable of being cured, remains uncured under the terms of the Restructuring Support Agreement; and (ii) the Required Consenting Global First Lien Creditors have terminated the Restructuring Support Agreement pursuant to Section 7(a)(i) thereof;

(C) the Bankruptcy Court enters 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 their businesses in the ordinary course or (y) the ability of either party to this Agreement to consummate the transaction contemplated hereby;

(D) (i) any Debtor files any motion, pleading, petition, or related document with the Bankruptcy Court or any other court of competent jurisdiction that is materially inconsistent with the Restructuring Support Agreement, the Chapter 11 Plan, the Cash Collateral Order, or any other applicable 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 in accordance with the terms of the Restructuring Support Agreement; and (ii) the Required Consenting Global First Lien Creditors have terminated the Restructuring Support Agreement pursuant to Section 7(a)(iv) thereof;

(E) (i) any Definitive Document (or any amendment, modification or supplement thereto) that is necessary to implement the transaction contemplated hereby that is filed by a Debtor or any related order entered by the Bankruptcy Court, in the Bankruptcy Cases, is inconsistent with the terms and conditions set forth in the Restructuring Support Agreement or is otherwise not in accordance with the Restructuring Support Agreement, in each case to the extent material, or, which remains uncured under the terms of the Restructuring Support Agreement; and (ii) the Required Consenting Global First Lien Creditors have terminated the Restructuring Support Agreement pursuant to Section 7(a)(v) thereof;

(F) (i) the Cash Collateral Order, the Disclosure Statement Order (as defined in the Chapter 11 Plan), the order approving the subscription materials for the First Lien Rights Offering, the First Lien Rights Offering Documents, and the GUC Rights Offering Documents (each as defined in the Chapter 11 Plan), and all associated documents, notices, pleadings and orders related to or required in order to give effect to any of the foregoing, or the Confirmation Order is reversed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Buyers (with such consent not to be unreasonably withheld) and the Debtors, or (ii) 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;

(G) (i) except as permitted or the subject of a reservation of rights in the Restructuring Support Agreement or in the Definitive Documents, any Debtor has filed or supports another party in filing 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 Plan Transaction, the Restructuring Support Agreement, and this Agreement, or takes any corporate action for the purpose of authorizing any of the foregoing, which event remains uncured under the terms of the Restructuring Support Agreement; and (ii) the Required Consenting Global First Lien Creditors have terminated the Restructuring Support Agreement pursuant to Section 7(a)(vii) thereof;

(H) without the prior consent of the Buyers (not to be unreasonably withheld) or otherwise as consistent with the Restructuring Support Agreement, the Debtors 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 Bankruptcy Cases;

(I) the Confirmation Order is not entered by the Bankruptcy Court on or before March 22, 2024 unless otherwise expressly and mutually agreed in writing (including by email, including by Gibson, Dunn & Crutcher LLP as authorized by the Buyers) by the Buyers; provided that any failure to achieve entry of the Confirmation Order shall be deemed cured upon entry of the Confirmation Order;

(J) the termination of the use of cash collateral on a consensual basis occurs under the Cash Collateral Order;

(K) (i)(a) any Debtor enters into any settlement or other agreement or (b) any Debtor commences, supports, or encourages a motion, proceeding, or other action 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 (ii) the Bankruptcy Court enters an Order allowing any of the claims described in the immediately preceding clauses (x) and (y), in each case of clauses (i) and (ii), without the consent of the Buyers not to be unreasonably withheld, provided, that for the avoidance of doubt, any resolutions set forth in that certain *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group*

*Regarding Resolution of Joint Standing Motion and Related Matters*, dated as of March 24, 2023 [Docket No. 1505] shall not constitute a termination event;

(L) (i) the Debtors (a) publicly announce their intention not to support the transaction contemplated hereby or the Restructuring (as defined in the Restructuring Support Agreement), (b) provide notice to Gibson, Dunn & Crutcher LLP of the exercise of the Debtors' Fiduciary Out (as defined in the Restructuring Support Agreement) or (c) publicly announce, or execute a definitive written agreement with respect to, an Alternative Proposal (as defined in the Restructuring Support Agreement); and (ii) the Buyers have terminated the Restructuring Support Agreement pursuant to Section 7(a)(xix) thereof;

(M) the Endo Companies withdraw or seek authority to withdraw the Chapter 11 Plan;

(N) a trustee, receiver or examiner is appointed with expanded powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code; or

(O) the Required Consenting Global First Lien Creditors have terminated the Restructuring Support Agreement for any reason pursuant to Section 7(a) thereof.

(iv) by Seller Parent, if:

(A) the Endo Companies are not in material breach of this Agreement and the Buyers breach or fail to perform in any respect any of their representations, warranties or covenants contained in this Agreement or any Ancillary Agreement and such breach or failure to perform (A) has rendered the satisfaction of any condition set forth in Section 7.2 impossible and (B) Buyers have failed to cure such breach within seven (7) Business Days following receipt of notification thereof by Sellers;

(B) the Seller Parent 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 Plan Transaction would be reasonably likely to result in the Debtors having insufficient cash to pay its administrative expense claims that are generated by the Plan Transaction. Prior to terminating this Agreement pursuant to this Section 8.1(a)(iv)(B), the Seller Parent shall provide the Required Holders with at least fifteen (15) Business Days' notice, during which time the Seller Parent and the Required Holders will discuss a proposed resolution in good faith;

(C) the Seller Parent determines, in good faith and after consultation with its advisors, that continued performance under this Agreement or any Ancillary Agreement would be inconsistent with the exercise of its directors' fiduciary duties under Law; or

(D) The Debtors have terminated the Restructuring Support Agreement for any reason pursuant to Section 7(b) thereof.

(b) The Party seeking to terminate this Agreement pursuant to this Section 8.1 (other than Section 8.1(a)(i)) shall, if such Party is Seller Parent, give prompt written notice of such termination to the Buyers, and if such Party is a Buyer, give prompt written notice of such termination to Seller Parent. Prior to the Buyers terminating this Agreement pursuant to Section 8.1(a)(ii)(F), the Buyers shall provide the Debtors with at least fifteen (15) Business Days' notice, during which time the Debtors and the Buyers will discuss a proposed resolution in good faith.

Section 8.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 8.1, this Agreement shall forthwith become void and, except as otherwise provided in this Section 8.2, there shall be no Liability on the part of any Party except (i) for the provisions of Section 3.20 and Section 4.4 relating to broker's fees and finder's fees to the extent such fees are due and owing pursuant to and solely to the extent required by the terms of an executed engagement letter with the Debtors or the Cash Collateral Order, Section 5.7 relating to public announcements, Section 9.3 relating to fees and expenses, Section 9.6 relating to notices, Section 9.9 relating to third-party beneficiaries, Section 9.10 relating to governing law, Section 9.11 relating to submission to jurisdiction, Section 9.14 relating to enforcement, Section 9.22 relating to no recourse against nonparty affiliates and this Article VIII and (ii) that nothing herein shall relieve any Party from Liability for Fraud or any Willful Breach of this Agreement or any Ancillary Agreement.

## ARTICLE IX GENERAL PROVISIONS

Section 9.1 Nonsurvival of Representations, Warranties and Covenants. The respective representations, warranties and covenants of the Endo Companies and the Buyers contained in this Agreement and the Ancillary Agreements and any certificate delivered pursuant hereto shall terminate at, and not survive, the Closing, and after the Closing, except for Fraud, no Party shall make any claim whatsoever for any breach of or inaccuracy in any such representation, warranty or covenant hereunder, subject to Section 8.2; provided that, subject to Section 8.2, this Section 9.1 shall not limit any covenant or agreement of the Parties that by its terms requires performance after the Closing.

Section 9.2 Indemnification by Buyers. From and after Closing and (unless otherwise provided in this Agreement) until the end of the later of: (a) the end of the Wind-Down Period, and (b) the end of the applicable limitation period under the Indian Income Tax Act, 1961 and the rules framed thereunder (in case of Liability arising out of, resulting from, or attributable to any Non-U.S. Sale Transaction Taxes), the Buyers will pay, defend, discharge, indemnify, and hold harmless the Endo Companies and their respective officers, directors, employees, and agents from and against any and all Liabilities to the extent arising out of, resulting from, or attributable to (x) any Non-U.S. Sale Transaction Taxes, (y) any non-action or action such parties or entities take or cause to be taken in relation to any Consent, Permit or Regulatory Approvals, including, but not limited to, making or amending any filings, submissions, notices, communications or otherwise appearing before any Governmental Authority as required for any such Consent, Permit, or Regulatory Approval, or (z) any other Assumed Liability. Notwithstanding anything to the contrary contained in this Section 9.2 or otherwise, the Buyers' obligation to indemnify the Endo Companies' officers, directors, employees, and agents from and against any and all Liability to the extent arising out of,

resulting from, or attributable to any non-action or action such parties or entities take or cause to be taken in relation to any Consent, Permit or Regulatory Approvals shall be indefinite. It is clarified that if any deduction or withholding of any Tax is required by applicable Law from the amount paid in cash by the Buyers pursuant to its indemnity obligations in this Section 9.2, or any Taxes that are actually payable, either in cash or by way of any set-off or adjustment against any Tax refund due by the Endo Companies or their officers, directors, employees, and agents (“Seller Indemnitees”) on the indemnity amounts paid by a Buyer under this Section 9.2, then such indemnity amounts paid by a Buyer to a Seller Indemnatee shall be grossed up to include such additional amount on account of Tax, so as to leave the applicable Seller Indemnatee with the full amount which would have been received by it if no such Taxes were payable; provided, that the amount of any payment by a Buyer to a Seller Indemnatee pursuant to this Section 9.2 shall be reduced by the amount of any Tax benefit realized or expected to be realized by the applicable Seller Indemnatee in the year in which the indemnification payment is made as a result of the indemnified loss (determined on a “with and without” basis); provided, further, that (i) the Buyers shall have the right to designate the entity that makes an indemnity payment and (ii) the Sellers shall cooperate with the Buyers to minimize the amount of any Tax that would be payable with respect to indemnity payments made by the Buyers hereunder. The Endo Companies and the Buyers agree to treat (and cause their Affiliates to treat) any payments received pursuant to this Section 9.2 as adjustments to the Purchase Price for all Tax purposes, unless otherwise required by applicable Law, a closing agreement with an applicable Taxing Authority, or a final judgment of a court of competent jurisdiction. Notwithstanding anything herein to the contrary, (i) the Buyers shall not pay, defend, discharge, indemnify, or hold harmless the Endo Companies for any Excluded Liabilities (including Excluded Taxes), and (ii) the Buyers shall have the right, upon written notice to the applicable indemnified Endo Company, to assume the defense of any Action related to or that may give rise to the Buyers’ indemnification obligations under this Section 9.2 with counsel selected by the Buyers.

Section 9.3 Fees and Expenses. Except as otherwise provided herein or in the Chapter 11 Plan, all fees and expenses incurred in connection with or related to this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the Party incurring such fees or expenses, whether or not such transactions are consummated. In the event of termination of this Agreement, the obligation of each Party to pay its own expenses will be subject to any rights of such Party arising from a breach of this Agreement by the other.

Section 9.4 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each Party.

Section 9.5 Waiver. No failure or delay of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Any agreement on the part of either Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party.

Section 9.6 Notices. All notices, requests, permissions, waivers, demands and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile, upon written confirmation of receipt by facsimile or otherwise, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, (c) on the day of transmission if sent via e-mail transmission to the e-mail address(es) given below during regular business hours on a Business Day and, if not, then on the following Business Day or (d) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing from time to time by the Party to receive such notice:

- (i) if to the Endo Companies, to:

Endo International plc  
 First Floor, Minerva House, Simmonscourt Road  
 Ballsbridge, Dublin 4, Ireland  
 Attention: [•]  
 E-mail: [•]

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP  
 One Manhattan West  
 New York, NY 10001  
 Phone: (212) 735-3000  
 Email: Brandon.VanDyke@skadden.com  
 Shana.Elberg@skadden.com  
 Maxim.MayerCesiano@skadden.com  
 Lisa.Laukitis@skadden.com

Attention: Brandon Van Dyke, Esq.  
 Shana A. Elberg, Esq.  
 Maxim Mayer-Cesiano, Esq.  
 Lisa Laukitis, Esq.

- (ii) if to the Buyers, to:

Endo, Inc.  
 1400 Atwater Drive  
 Malvern, Pennsylvania, 19355  
 Attention: [•]  
 E-mail: [•]

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

Section 9.7 Interpretation. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule such reference shall be to a Section, Article, Exhibit or Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit or Schedule or the Disclosure Letter are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit, Schedule or the Disclosure Letter but not otherwise defined therein shall have the meaning as defined in this Agreement. All Exhibits and Schedules annexed hereto or referred to herein and the Disclosure Letter are hereby incorporated in and made a part of this Agreement as if set forth herein. The word “including” and words of similar import when used in this Agreement will mean “including, without limitation,” unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to the Agreement as a whole and not to any particular provision in this Agreement. The term “or” is not exclusive. The word “will” shall be construed to have the same meaning and effect as the word “shall.” References to days mean calendar days unless otherwise specified. When calculating the number of days before which, within which or following which, any act is to be done or step is to be taken pursuant to this Agreement, the date from which such period is to be calculated shall be excluded from such count; provided, however, that if the last calendar day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. For purposes of this Agreement, if the Endo Companies or a Person acting on their behalf posts a document to the online data room hosted on behalf of the Endo Companies and located at [www.intralinks.com](http://www.intralinks.com) prior to the date hereof, such document shall be deemed to have been “delivered,” “furnished” or “made available” (or any phrase of similar import) to Buyers by the Endo Companies if the Buyers or their Representatives have access to such document prior to the execution of this Agreement; provided, further, that any notice or other document required to be delivered (i) to the Buyers pursuant to this Agreement that is delivered to one or more Buyers shall be deemed to have been delivered to all Buyers in satisfaction of all obligations under this Agreement, and (ii) to the Sellers or Endo Companies pursuant to this Agreement that is delivered to one or more Sellers or Endo Companies shall be deemed to have been delivered to all Sellers or Endo Companies, as applicable, in satisfaction of all obligations under this Agreement.

Section 9.8 Entire Agreement. This Agreement (including the Annexes, Exhibits and Schedules hereto) and the Ancillary Agreements constitute the entire agreement between the

Parties, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the Parties with respect to the subject matter hereof and thereof. Neither this Agreement nor any Ancillary Agreement shall be deemed to contain or imply any restriction, covenant, representation, warranty, agreement or undertaking of any Party with respect to the transactions contemplated hereby or thereby other than those expressly set forth herein or therein or in any document required to be delivered hereunder or thereunder, and none shall be deemed to exist or be inferred with respect to the subject matter hereof. Notwithstanding any oral agreement or course of conduct of the Parties or their Representatives to the contrary, no Party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the Parties.

Section 9.9 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (including employees of the Endo Companies) other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.10 Governing Law. Except to the extent of the mandatory provisions of the Bankruptcy Code, this Agreement and all Actions arising out of or relating to this Agreement or the transactions contemplated hereby (including those in contract or tort) shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

Section 9.11 Submission to Jurisdiction. Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (x) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (y) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or proceeding. Each of the Parties agrees not to commence any action, suit or proceeding relating thereto except in the Bankruptcy Court, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by the Bankruptcy Court as described herein. Each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper

or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the Parties consents to the entry of a final order by the Bankruptcy Court under 28 U.S.C. Section 157 and Article III of the U.S. Constitution.

Section 9.12 Disclosure Generally. Notwithstanding anything to the contrary contained in the Disclosure Letter or in this Agreement, the information and disclosures contained in any Disclosure Letter shall be deemed to be disclosed and incorporated by reference in any other Disclosure Letter as though fully set forth in such Disclosure Letter for which applicability of such information and disclosure is reasonably apparent on its face. The information contained in this Agreement and in the Disclosure Letter and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of Law or breach of contract). Such information and the dollar thresholds set forth herein shall not be used as a basis for interpreting the terms “material” or “Material Adverse Effect” or other similar terms in this Agreement.

Section 9.13 Assignment; Successors.

(a) Other than as permitted by Sections 9.13(b) or (c), neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any Endo Company without the prior written consent of the Buyers, and by the Buyers without the prior written consent of Seller Parent, and any such assignment without such prior written consent shall be null and void; provided, however, that no assignment shall limit the assignor’s obligations hereunder.

(b) Notwithstanding Section 9.13(a), the Buyers may without the prior written consent of Seller Parent subject to applicable Laws, assign any of their interests, rights and/or obligations in this Agreement: (x) for the purposes of providing security to any bank, financial institution, credit institution, person ordinarily engaged in the business of commercial lending or any other person or persons providing finance to the Buyers or (y) to any of their Affiliates, subject to the Buyers providing evidence reasonably satisfactory to Seller Parent that any such assignee has the ability to fully discharge perform and discharge the obligations of the assignor hereunder; provided, however, that in either case of (x) or (y), no assignment shall (i) limit the assignor’s obligations hereunder; or (ii) be inconsistent with the Transaction Steps.

(c) Subject to Sections 9.13(a) and (b), this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 9.14 Enforcement. The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that any of the provisions of this Agreement are not performed (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated hereby) in accordance with their specified terms or are otherwise breached. Accordingly, each of the Parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. Each of the Parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to

post security as a prerequisite to obtaining equitable relief. Any party entitled to (i) an injunction or injunctions to prevent breaches of this Agreement; (ii) enforce specifically the terms and provisions of this Agreement; or (iii) other equitable relief, in each case, shall not be required to show proof of actual damages or to provide any bond or other security in connection with any such remedy.

Section 9.15 Currency. All references to “dollars” or “\$” in this Agreement or any Ancillary Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement and any Ancillary Agreement.

Section 9.16 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 9.17 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 9.18 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

Section 9.19 Electronic Signature. This Agreement may be executed by .pdf signature and a .pdf signature shall constitute an original for all purposes.

Section 9.20 Time of Essence. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

Section 9.21 Damages Limitation. The Parties hereto expressly acknowledge and agree that no Party hereto shall have any liability under any provision of this Agreement for any special, incidental, consequential, exemplary or punitive damages (other than special, incidental or consequential damages to the extent reasonably foreseeable or awarded to a third party) relating to the breach or alleged breach of this Agreement.

Section 9.22 No Recourse Against Nonparty Affiliates. Notwithstanding anything to the contrary contained herein, (a) all claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or the Ancillary Agreements, or the negotiation, execution, or performance of this Agreement or the Ancillary Agreements (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement or the Ancillary Agreements), may be made only against (and are those solely of) the Persons that are expressly named as parties thereto (and then only with respect to the specific obligations set forth herein with respect to such party) (the “Named Parties”) and (b) no Person other than the Named Parties, including any Affiliate or any director, officer, employee, incorporator, member, partner, manager, stockholder, agent, attorney, or representative of, or any financial advisor or lender to, any Named Party or any of its Affiliates, or any director, officer, employee, incorporator, member, partner, manager, shareholder, Affiliate, agent, attorney, or representative of, or any financial advisor or lender to, any of the foregoing (“Nonparty Affiliates”) nor any debt financing source, shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby or based on, in respect of, or by reason of this Agreement or the Ancillary Agreements or its negotiation, execution, performance, or breach or the transactions contemplated hereby or thereby.

Section 9.23 Bulk Sales. Notwithstanding any other provisions in this Agreement, the Buyers and the Endo Companies hereby waive compliance with all “bulk sales,” “bulk transfer” and similar Laws that may be applicable with respect to the sale and transfer of any or all of the Specified Equity Interests and Transferred Assets to the Buyers.

Section 9.24 No Presumption Against Drafting Party. Each of the Buyers and the Endo Companies acknowledges that each Party to this Agreement has been represented by legal counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

Section 9.25 Conflicts; Privileges.

(a) It is acknowledged by each of the parties that the Endo Companies have retained Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) and A&L Goodbody LLP (“ALG”) to act as its counsel in connection with this Agreement and the transactions contemplated hereby (the “Current Representation”), and that no other party has the status of a client of Skadden or ALG for conflict of interest or any other purposes as a result thereof. Buyers hereby agree that after the Closing, Skadden and ALG may represent the Endo Companies or any of their Affiliates or any of their respective shareholders, partners, members or representatives (any such Person, a

“Designated Person”) in any matter involving or arising from the Current Representation, including any interpretation or application of this Agreement or any other agreement entered into in connection with the transactions contemplated hereby, and including for the avoidance of doubt any litigation, arbitration, dispute or mediation between or among Buyers or any of their Affiliates, and any Designated Person, even though the interests of such Designated Person may be directly adverse to Buyers or any of their Affiliates, and even though Skadden and/or ALG may have represented Buyers in a substantially related matter, or may be representing Buyers in ongoing matters. Buyers hereby waive and agree not to assert (1) any claim that Skadden and/or ALG has a conflict of interest in any representation described in this Section 9.25(a) or (2) any confidentiality obligation with respect to any communication between Skadden and/or ALG and any Designated Person occurring during the Current Representation.

(b) Buyers hereby agree that as to all communications (whether before, at or after the Closing) between Skadden and/or ALG and any Designated Person that relate in any way to the Current Representation, the attorney-client privilege and all rights to any other evidentiary privilege, and the protections afforded to information relating to representation of a client under applicable rules of professional conduct, the Current Representation belong to Sellers and may be controlled by the Endo Companies and shall not pass to or be claimed by Buyers or any of their representatives and Buyers hereby agree that they shall not seek to compel disclosure to Buyers or any of their Representatives of any such communication that is subject to attorney client privilege, or any other evidentiary privilege.

Section 9.26 Conflicts Between this Agreement and the Chapter 11 Plan. To the extent that any provision of this Agreement conflicts with or is in any way inconsistent with any provision of the Chapter 11 Plan, the Chapter 11 Plan shall govern and control. To the extent that any provision of this Agreement or the Chapter 11 Plan conflicts with or is in any way inconsistent with any provision of the Confirmation Order, the Confirmation Order shall govern and control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Endo Companies and the Buyers have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Endo Enterprise, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Endo USA, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Paladin Pharma Inc.

By: \_\_\_\_\_  
Name:  
Title:

[SELLERS]

By: \_\_\_\_\_  
Name:  
Title:

**THIS IS EXHIBIT "K"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

## Voluntary Canadian Governments Resolution Term Sheet

This term sheet (the “*Voluntary Canadian Governments Resolution Term Sheet*”) dated August 22, 2023, by and among the Consenting First Lien Creditors and the Canadian Governments<sup>1</sup> (each, a “*Party*” and, together, the “*Parties*”) describes the resolution (the “*Voluntary Canadian Governments Resolution*”) between the Parties with respect to the Canadian Governments Objection<sup>2</sup> and the Restructuring<sup>3</sup> contemplated by the Amended and Restated RSA.

This Voluntary Canadian Governments Resolution Term Sheet incorporates the rules of construction set forth in section 102 of the Bankruptcy Code. It does not include a description of all of the terms, conditions, and other provisions that are to be contained in the definitive documents implementing the Voluntary Canadian Governments Resolution, which remain subject to negotiation in accordance with the terms herein and the RSA, as applicable.

GENERAL TERMS	
<b>Overview</b>	<p>On the Closing Date, unless the Buyer elects to immediately exercise the Prepayment Right (defined below), the Buyer will establish a voluntary trust (the “<i>Voluntary Canadian Governments Trust</i>”) for the benefit of the Canadian Governments that elect to become beneficiaries thereof, subject to the terms and conditions herein and set forth in any Voluntary Canadian Governments Trust Documents (defined below).</p> <p>The Buyer agrees to pay the Voluntary Canadian Governments Trust an aggregate of \$7,250,000 (U.S. dollars) in 11 equal installments of \$659,090.91 (U.S. dollars) over 10 years (collectively, the “<i>Voluntary Canadian Governments Trust</i>”).</p>

<sup>1</sup> “*Canadian Governments*” means, collectively, His Majesty the King in Right of the Province of British Columbia, His Majesty in Right of Alberta, the Government of Saskatchewan, His Majesty the King in Right of the Province of Manitoba, His Majesty the King in Right of the Province of Ontario, the Attorney General of Quebec, His Majesty the King in Right of the Province of New Brunswick, His Majesty the King in Right of the Province of Nova Scotia, His Majesty in Right of Newfoundland & Labrador, the Government of Prince Edward Island, the Government of Nunavut, the Government of the Northwest Territories, and the Government of Yukon. Each of the foregoing is a Canadian Government.

<sup>2</sup> “*Canadian Governments Objection*” means the *Objection of His Majesty the King in Right of the Province of British Columbia and Other Canadian Governments to the Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder as Set Forth Therein* [Docket No. 2418].

<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Amended and Restated Restructuring Support Agreement, dated as of March 24, 2023 [Docket No. 1502] (as may be further amended, amended and restated, or otherwise modified from time to time, the “*Amended and Restated RSA*”), the proposed order attached as Exhibit A to the *Notice of Filing of Revised Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief* [Docket No. 2413] (as may be supplemented, revised, and/or amended, the “*Proposed Sale Order*”), or the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No. 535] (the “*Cash Collateral Order*”), as applicable.

**Consideration**”), with the first such payment to be made on the Closing Date (or as soon as practicable thereafter), the second such payment to be made on the one year anniversary of the Closing Date and each subsequent payment on each subsequent anniversary of the Closing Date, subject to the Buyer’s Prepayment Right (defined below), *provided* that, as a condition to the Buyer’s establishment of the Voluntary Canadian Governments Trust and funding of the Voluntary Canadian Governments Trust Consideration, each Canadian Government that elects to become a beneficiary of the Voluntary Canadian Governments Trust shall release all of its Opioid Claims (as defined in the Canadian Government Release (defined below)) against the Debtors, the Buyer, and the other Released Parties (as defined in the Canadian Governments Release) and shall be consensually enjoined from asserting any such Opioid Claims against the Debtors, the Buyer, and the other Released Parties, which releases and covenants shall, in each case, be documented by each such Canadian Government signing a release substantially on the terms set forth in **Annex 1** hereto (the “**Canadian Governments Release**”).

So long as the Buyer has not defaulted (and is not in default) under the terms and provisions of this Voluntary Canadian Governments Resolution Term Sheet and the Voluntary Canadian Governments Trust Documents, including, without limitation, the requirement to make any payment hereunder, the Buyer may elect to prepay in full or in part the then-outstanding amount of the Voluntary Canadian Governments Trust Consideration at a discount rate of twelve and three quarter (12.75%) percent (such right, the “**Prepayment Right**”). Attached as **Annex 2** is a schedule which sets forth the prepayment amount as of the end of each of the months after the Closing Date. To the extent that a prepayment occurs on a day other than on the last day of the month, the prepayment cost shall be calculated as of such day.

The Canadian Governments have been and intend to continue to make efforts to ameliorate the public health crisis caused by Opioids. The Voluntary Canadian Governments Trust Consideration represents funds that are expected to be used for government programs and services aimed at assisting those Canadians who suffer from Opioid misuse or addiction disorder and any costs and expenses arising from or related to such programs and services, to the extent permitted by applicable law.

The Canadian Governments’ rights and remedies with respect to any default by the Buyer under the terms of this Voluntary Canadian Governments Resolution Term Sheet or the Voluntary Canadian Governments Trust Documents shall be any customary rights of

	<p>enforcement for breach of contract and such other applicable rights and remedies available at law or in equity.</p>
<p><b>Support</b></p>	<p>The Canadian Governments agree to (i) confirm on the record at the hearing to approve the Sale that they do not oppose the Sale and that the Canadian Governments Objection is fully resolved, (ii) entry of the Proposed Sale Order as modified consistent with the terms of this Voluntary Canadian Governments Resolution Term Sheet, (iii) entry of an order, consistent with the terms of this Voluntary Canadian Governments Resolution Term Sheet, giving recognition and effect to the Sale Order in the Debtors’ ongoing Canadian recognition proceedings under the <i>Companies’ Creditors Arrangement Act</i>, including by confirming on the record at the recognition hearing in the Canadian recognition proceedings that they do not oppose the Sale, and (iv) this Voluntary Canadian Governments Resolution Term Sheet. Upon the filing of this Voluntary Canadian Governments Resolution Term Sheet on the docket of the Chapter 11 Cases, the language set forth in <b>Annex 3</b> shall be added to the Proposed Sale Order and the Canadian Governments agree to withdraw the Canadian Governments Objection.</p> <p>If any Canadian Government does not sign the Canadian Governments Release on or before the Closing Date, the Voluntary Canadian Governments Trust Consideration shall immediately and irrevocably be reduced in an amount proportionate to such Canadian Government’s allocable portion of the Voluntary Canadian Governments Trust Consideration, as determined by the amounts claimed in the respective proofs of claim filed by the Canadian Governments in these Chapter 11 Cases on May 31, 2023.</p>
<p><b>Voluntary Canadian Governments Trust Documents</b></p>	<p>The documents governing the Voluntary Canadian Governments Trust shall consist of documents governing: (i) the Voluntary Canadian Governments Trust; (ii) any sub-trusts or vehicles that comprise the Voluntary Canadian Governments Trust; (iii) the flow of consideration from the Buyer or its present or future subsidiaries to the Voluntary Canadian Governments Trust or any sub-trusts or vehicles that comprise the Voluntary Canadian Governments Trust; (iv) submission, resolution, and distribution procedures in respect of all Opioid Claims held by the Canadian Governments; (v) the discontinuance or withdrawal of any active lawsuits in relation to any Opioid Claims and the filing of any proceedings required to that effect; and (vi) the flow of distributions, payments or flow of funds made from the Voluntary Canadian Governments Trust or any such sub-trusts or vehicles after the Closing Date (such documents, the “<i>Voluntary Canadian Governments Trust Documents</i>”), which documents shall be in form and substance acceptable to the Buyer, as determined by the Required Consenting Global First Lien</p>

	<p>Creditors, and the Canadian Governments, and consistent with the terms and conditions of this Voluntary Canadian Governments Resolution Term Sheet.</p> <p>The sole recourse of any Canadian Government that elects to participate as a beneficiary of the Voluntary Canadian Governments Trust in respect of any Opioid Claim shall be to the Voluntary Canadian Governments Trust, and each such Canadian Government shall have no right whatsoever at any time to assert any Opioid Claim against any Released Party. For the avoidance of doubt, the Buyer shall have no liability whatsoever with respect to any Opioid Claim.</p>
<p><b>Voluntary Canadian Governments Trust Expenses</b></p>	<p>All expenses for the administration of the Voluntary Canadian Governments Trust, related trustees and trustee professionals, and the reimbursement of any reasonable and documented attorneys’ fees and costs for any Canadian Government (or a group thereof) (collectively, the “<i>Voluntary Canadian Governments Trust Expenses</i>”) shall, in accordance with the Voluntary Canadian Governments Trust Documents, be paid solely from the Voluntary Canadian Governments Trust Consideration, and shall not be an obligation of the Buyer or the Debtors.</p>
<p><b>Tax Matters</b></p>	<p>The Voluntary Canadian Governments Trust shall be implemented with the objective of maximizing tax efficiency to the Buyer to the extent practicable, including with respect to the availability, location and timing of tax deductions.</p> <p>The Voluntary Canadian Governments Trust may be treated as a qualified settlement fund for tax purposes and the Parties may agree to treat it as such to the extent permitted by applicable law.</p> <p>Payments to the Voluntary Canadian Governments Trust may constitute “restitution” within the meaning of Section 162(f) of the Internal Revenue Code, and the Parties agree to treat them as such for U.S. federal income tax purposes to the extent allowed by applicable law.</p>
<p><b>Independence of the Voluntary Canadian Governments Resolution</b></p>	<p>The terms of the Voluntary Canadian Governments Trust as set forth herein are and will be independent of and not conditioned upon any other resolutions reached in these Chapter 11 Cases.</p> <p>Nothing in this Voluntary Canadian Governments Trust Term Sheet limits the ability of the Buyer or the Required Consenting Global First Lien Creditors to reach agreements and/or resolutions with other parties in interest (including with respect to opioid-related claims) that do not impair or otherwise change the terms set forth herein.</p>

**Annex 1**

**Form of Canadian Governments Release**

**CANADIAN GOVERNMENTS RELEASE**

Capitalized terms not otherwise defined in this release (the “Canadian Governments Release”) shall have the meanings ascribed to such terms in the Voluntary Canadian Governments Trust Term Sheet, dated August 22, 2023.

As of the Closing Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Released Parties (defined below) shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Canadian Government (collectively, the “Releasing Parties”), subject to the limitations set forth herein, and notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable, or equivalent thereto (which shall conclusively be deemed waived) from the following (collectively, the “Released Claims”):

(x) any and all Opioid Claims (defined below); and

(y) other Claims and Causes of Action (each defined below) whether existing or hereinafter arising, in each case, solely based on or relating to, or in any manner arising from, in whole or in part, the following (items (1)-(7)):

1. the use of Cash Collateral (defined below),
2. any Avoidance Actions (defined below),
3. the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Closing Date, the Voluntary Canadian Governments Trust Resolution, the Voluntary Canadian Governments Trust, the Voluntary Canadian Governments Trust Documents, the Amended and Restated RSA (including the exhibits and joinders thereto and any amendments to the Amended and Restated RSA or any exhibits or joinders thereto) and related transactions, the Sale Transaction, or the Amended PSA, or any contract, instrument, release, or other agreement or document created or entered into prior to the Closing Date in connection with the creation of the Voluntary Canadian Governments Trust or the Amended and Restated RSA (including the exhibits and joinders thereto and any amendments to the Amended and Restated RSA or any exhibits or joinders thereto) (the capitalized terms in this sentence defined below),
4. the Bidding Procedures and Sale Motion and the Bidding Procedures Order (each defined below),
5. the Sale Transaction (defined below) and the pursuit and conduct thereof,
6. the Amended and Restated RSA (including the exhibits, joinders, any amendments thereto), the Sale Order (defined below), the Canadian Sale Recognition Order (as defined in the Amended PSA) and the pursuit thereof, and
7. the administration and implementation of the Sale (as defined in the Bidding Procedures) and the Amended PSA, including the issuance or distribution of

securities or indebtedness in connection with the Sale, the establishment or funding of the Voluntary Canadian Governments Trust, or upon any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Closing Date related or relating to any of the foregoing.

For the avoidance of doubt and without limitation of the foregoing, each Canadian Government shall be deemed to have released all Released Claims that have been asserted or are, or have been, assertible by such Canadian Government.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or waive (i) any post-Closing Date obligations of any party or Entity (as such term is defined in the Bankruptcy Code) under the Amended PSA, the Voluntary Canadian Governments Trust Documents, or any document, instrument, or agreement executed to implement the Sale or the Voluntary Canadian Governments Trust Resolution; (ii) any regulatory approval process required by the Canadian Governments (including their respective agencies) in connection with the Sale; (iii) any direct Causes of Action or Claims that any Canadian Government may have against (a) any Excluded Party, (b) Co-Defendants, or (c) any Released Party based upon fraud, gross negligence or willful misconduct in any matter unrelated to Opioid Claims; (iv) any criminal action or criminal proceeding arising under a criminal provision of any statute or law by a governmental entity that has authority to bring a criminal action or proceeding or to adjudicate a person's guilt or to set a convicted person's punishment; (v) any other Claims or Causes of Action that are not based on or relating to, or in any manner arising from, in whole or in part, the foregoing items listed in items (x) or (y)(1)-(7) above; (vi) any Claims or Causes of Action that are based on or relating to, or in any manner arising from, in whole or in part, violation of antitrust laws for any products manufactured, marketed, or sold by the Debtors (such as Opioid Products or generic drugs), including, for example, Claims or Causes of Action that allege price fixing (except insofar as holders of such Claims or Causes of Action elect to receive consideration in exchange for foregoing, releasing, or covenanting not to sue in respect of such Claims or Causes of Action) (each capitalized term defined below); (vii) any Claims or Causes of Action for taxes arising from or relating to Opioid Products; (viii) Claims or Causes of Action against any person other than the Released Parties; and (ix) the ability of each Canadian Government to legislate, regulate or administer and enforce federal, provincial or territorial legislation (including regulations) such as the Criminal Code, Food and Drugs Act and the Controlled Drugs and Substances Act, provided such activity does not seek to recover civil damages, civil restitution or other relief of the kind that was sought or could have been sought in the Canadian Governments Class Action or in the Canadian Governments McKinsey Action.

The Releasing Parties expressly waive and relinquish any and all provisions, rights and benefits conferred by any law of Canada, the United States or of any province, territory, or any other jurisdiction, or by any principle of common law that is similar, comparable or equivalent to California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Additional defined terms used herein:

A. “Amended PSA” means the definitive purchase and sale agreement, by and between certain Debtors and the Buyer, in connection with the Sale Transaction (as may be further amended, restated, amended and restated, supplemented, or otherwise modified from time to time).

B. “Amended and Restated RSA” means that certain Amended and Restated RSA dated March 24, 2023 [Docket No. 1502], which amends and restates the Restructuring Support Agreement dated as of August 16, 2022 between the Consenting First Lien Creditors and the Debtors [Docket No. 20] (as may be amended, modified, or supplemented from time to time).

C. “Amended Restructuring Term Sheet” means that certain Amended Restructuring Term Sheet attached to the Amended and Restated RSA as Exhibit A (as may be amended, modified, or supplemented from time to time).

D. “Avoidance Actions” means any and all avoidance, recovery, subordination or similar actions, remedies, Claims, or Causes of Action, that may be brought under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws.

E. “Bidding Procedures” means the bidding procedures set forth in the Bidding Procedures Order.

F. “Bidding Procedures and Sale Motion” means the *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief* [Docket No. 728].

G. “Bidding Procedures Order” means the *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, and (III) Granting Related Relief* [Docket No. 1765].

H. “Buyer” means Tensor Limited (together with any of its subsidiaries and affiliates and its and their respective successors and permitted assigns or designees under the Amended PSA).

I. “Canadian Governments” means, collectively, His Majesty the King in Right of the Province of British Columbia, His Majesty in Right of Alberta, the Government of Saskatchewan, His Majesty the King in Right of the Province of Manitoba, His Majesty the King in Right of the Province of Ontario, the Attorney General of Quebec, His Majesty the King in Right of the Province of New Brunswick, His Majesty the King in Right of the Province of Nova Scotia, His Majesty in Right of Newfoundland & Labrador, the Government of Prince Edward Island, the Government of Nunavut, the Government of the Northwest Territories, and the Government of Yukon. Each of the foregoing is a Canadian Government.

J. “Canadian Governments Objection” means the *Objection of His Majesty the King in Right of the Province of British Columbia and Other Canadian Governments to the Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder as Set Forth Therein* [Docket No. 2418].

K. “Canadian Governments Class Action” means that certain action commenced by the Canadian Governments in the Supreme Court of British Columbia (Court File No. S819395).

L. “Canadian Governments McKinsey Action” means that certain action commenced by the Canadian Governments in the Supreme Court of British Columbia (Court File No. VLC-S-S-2111367).

M. “Cash Collateral” has the meaning set forth in section 363(a) of the Bankruptcy Code.

N. “Cash Collateral Order” means the *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Docket No. 535], as may be amended from time to time and as entered by the Bankruptcy Court, inclusive of all exhibits and schedules thereto.

O. “Cause of Action” means any Claim, action, class action, claim, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, Lien (as defined in the Bankruptcy Code), indemnity, contribution, rights of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license or franchise, in each case, of any kind, character or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, allowable or disallowable, allowed or disallowed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam or otherwise, arising before or after the Petition Date, arising under federal, provincial or territorial statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, in contract or in tort, at law, in equity or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, wantonness, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, intentional or willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising.

P. “Claim” has the meaning set forth in section 101(5) of the Bankruptcy Code.

Q. “Closing Date” means the date upon which all conditions precedent to the closing of the Sale Transaction have been satisfied or are expressly waived and the Sale Transaction is consummated.

R. “Co-Defendant(s)” means any person or entity (other than the Debtors or any other Released Party, solely in their capacity as such) that is named as a defendant in any Cause of Action in any way related to Opioids or Opioid Products in which any of the Debtors are also named as a party defendant.

S. “Consenting First Lien Creditors” means each lender under, holder of, or investment advisor, beneficial holder, investment manager, manager, nominee, advisor, or subadvisor to lenders, holders or funds that beneficially own certain of the Loans, First Lien Notes, Second Lien Notes, and Unsecured Notes of the Debtors that are party to the Amended and Restated RSA.

T. “Debtors” means Endo International plc and its direct and indirect subsidiaries (including, without limitation, Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.), which are debtors and debtors-in-possession in the chapter 11 cases in the Bankruptcy Court for the Southern District of New York, Case No. 22-22549 (JLG).

U. “Enjoined Party” means each Canadian Government that elects to become a beneficiary of the Voluntary Canadian Governments Trust by providing the Canadian Governments Release.

V. “Excluded Parties” means (i) Arnold & Porter Kaye Scholer LLP and all of its partners and affiliates; (ii) McKinsey & Company, Inc. and all its subsidiaries and affiliates; (iii) Practice Fusion, Inc. and all its subsidiaries and affiliates; (iv) Publicis Groupe S.A. and all its affiliates and subsidiaries, including but not limited to Publicis Health, LLC, Razorfish Health, Publicis Health Media, LLC, Publicis Touchpoint Solutions, Inc., and Verilogue, Inc.; (v) ZS Associates, Inc. and all its subsidiaries and affiliates; (vi) the Co-Defendants; and (vii) any distributor, manufacturer or pharmacy engaged in the distribution, manufacture and/or dispensing/sale of Opioids or Opioid Products. For the avoidance of doubt, the term “Excluded Parties” does not include the Debtors, the Non-Debtor Affiliates, the Buyer, or the Buyer’s present and future parents, affiliates, and subsidiaries.

W. “Non-Debtor Affiliates” mean the affiliates and subsidiaries of Endo International plc that did not file voluntary petitions for relief in the chapter 11 cases.

X. “Opioid(s)” means all natural, semi-synthetic, or synthetic chemicals that interact with opioid receptors and act like opium. The term Opioid shall not include such chemicals used in products with a Health-Canada approved product monograph that lists the treatment of opioid or other substance use disorder, abuse, addiction, dependence, or overdose in the “INDICATIONS,” or “INDICATIONS AND CLINICAL USE” section except that the term Opioid shall include METADOL-D®. For the avoidance of doubt, the term Opioid shall not include the opioid antagonists naloxone or naltrexone.

Y. “Opioid Claim(s)” means any and all Claims and Causes of Action, whether existing now or arising in the future, against any of the Debtors or Non-Debtor Affiliates in any way arising out of or relating to Opioid Products, including any deceptive marketing and sale of Opioid Products, manufactured or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party prior to the Closing Date, including, for the avoidance of doubt and, without limitation, Claims for indemnification (contractual or otherwise), contribution, or reimbursement against any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party on account of payments or losses in any way arising out of or relating to Opioid Products manufactured or sold by any the Debtors, any Non-Debtor Affiliate, or any of their respective predecessors prior to the Closing Date; *provided* that “Opioid Claims” shall not include any claimant’s direct claims against any of the Debtors’ current or former third party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioid Products. For the avoidance of doubt, “Opioid Claims” shall include any claims related to the Debtors against the Debtors’ (x) current and former officers, directors and employees and (y) professionals retained by the Debtors in the chapter 11 cases (which, for the avoidance of doubt, shall include any ordinary course professionals but shall not include the Excluded Parties). For the avoidance of doubt, claims or causes of action against the Debtors, Non-Debtor Affiliates, or the Buyer, or any of their respective present and future subsidiaries, based on their respective conduct occurring after the Sale are not released.

Z. “Opioid Product(s)” means all current and future medications containing Opioids approved by Health Canada and listed on a Schedule to the federal *Controlled Drugs and Substances Act* and regulations thereunder (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone, buprenorphine, or other products with a Health-Canada-approved product monograph that lists the treatment of opioid or other substance use disorder, abuse, addiction, dependence or overdose in the “INDICATIONS” or “INDICATIONS AND CLINICAL USE” section, insofar as the product is being used to treat opioid abuse, addiction, dependence or overdose, except that the term Opioid Product(s) shall include METADOL-D, or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (“APIs”) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to manufacturers or researchers licensed by the Office of the Controlled Substances.

AA. “Person” means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, a government entity, an unincorporated organization, a group, or any legal entity or association.

BB. “Petition Date” means August 16, 2022.

CC. “Released Party” means (a) the Debtors, (b) the Non-Debtor Affiliates, (c) the Buyer and its present and future parents, affiliates, and subsidiaries, (d) each Consenting First Lien Creditor, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder

Group, and the Prepetition Secured Parties (in each case solely in their capacity as such), and (e) with respect to each of the foregoing Persons in clauses (a) through (d), such Persons' predecessors, successors, assigns, current and former subsidiaries and affiliates, heirs, executors, estates, and nominees, in each case solely in their capacity as such, and (f) with respect to each of the foregoing Persons in clauses (a) through (e), such Persons' current and former officers and directors, principals, members, equityholders, managers, partners, agents, advisory board members, employees, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, experts and other professionals, in each case solely in their capacity as such. For the avoidance of doubt, the term "Released Parties" shall not include any Excluded Parties.

DD. "Sale Order" means an order of the Bankruptcy Court approving the Sale Transaction.

EE. "Sale Transaction" means the proposed transaction pursuant to which the Buyer will acquire from the Debtors to be party to the Amended PSA the Transferred Assets (as defined in the Amended PSA) and the other Acquired Assets (as defined in the Sale Order) free and clear of all liens, encumbrances, claims, and other interests (other than certain permitted encumbrances) in accordance with section 363(f) of the Bankruptcy Code, and assume the Assumed Liabilities (as defined in the Amended PSA).

FF. "Voluntary Canadian Governments Trust" means the trust to be established by the Buyer upon consummation of the Sale consistent with the terms of the Voluntary Canadian Governments Resolution Term Sheet and the Amended and Restated RSA.

GG. "Voluntary Canadian Governments Trust Documents" means the documents governing: (i) the Voluntary Canadian Governments Trust; (ii) any sub-trusts or vehicles that comprise the Voluntary Canadian Governments Trust; (iii) the flow of consideration from the Buyer or its present or future subsidiaries to the Voluntary Canadian Governments Trust or any sub-trusts or vehicles that comprise the Voluntary Canadian Governments Trust; (iv) submission, resolution, and distribution procedures in respect of all Opioid Claims held by the Canadian Governments; and (v) the flow of distributions, payments or flow of funds made from the Voluntary Canadian Governments Trust or any such sub-trusts or vehicles after the Closing Date.

HH. "Voluntary Canadian Governments Trust Resolution" means the resolution by and among the Consenting First Lien Creditors and the Canadian Governments with respect to the Canadian Governments Objection and the Restructuring contemplated by (and as defined in) the Amended and Restated RSA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature Pages to follow]

### **Canadian Governments Covenant**

*Terms.* From and after the Closing Date, the sole recourse of any Enjoined Party on account of Opioid Claims shall be to the Voluntary Canadian Governments Trust and pursuant to the Voluntary Canadian Governments Trust Documents, and such Enjoined Parties shall have no right whatsoever at any time to assert any Opioid Claim against any Released Party or any property or interest in property of any Released Party. On and after the Closing Date, all Enjoined Parties shall be permanently and forever stayed, restrained, barred, and enjoined from taking any of the following actions for the purpose of, directly or indirectly or derivatively collecting, recovering, or receiving payment of, on, or with respect to any Opioid Claim other than from the Voluntary Canadian Governments Trust pursuant to the Voluntary Canadian Governments Trust Documents:

- commencing, conducting, or continuing in any manner, directly, indirectly or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Released Party or any property or interests in property of any Released Party;
- enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Released Party or any property or interests in property of any Released Party;
- creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Released Party or any property or interests in property of any Released Party;
- setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Released Party or any property or interests in property of any Released Party; or
- proceeding in any manner in any place with regard to any matter that is within the scope of the matters subject to resolution by the Voluntary Canadian Governments Trust, except in conformity and compliance with the Voluntary Canadian Governments Trust Documents.

*Reservations.* The foregoing covenant shall not stay, restrain, bar, or enjoin the rights of an Enjoined Party in connection with the administration and resolution of Opioid Claims under the applicable Opioid Trust and in accordance with the Voluntary Canadian Governments Trust Documents.

*Forum.* The Buyer and any Released Party shall be permitted to (i) enter these injunctive terms as a consent order in any province, territory, or other jurisdiction in Canada and (ii) seek enforcement of these injunctive terms in the Bankruptcy Court, the Ontario

Superior Court of Justice (Commercial List) and in the court(s) of competent jurisdiction in the province, territory, or other jurisdiction in Canada in which enforcement is sought.

**Annex 2**

**Schedule of Prepayment Amounts**

## Canada Governments Prepayment Option Schedule

---

### Canada Prepayment Option Schedule<sup>1,2</sup>

---

At Closing Date	\$4,271,499.42
1-Month Post Closing	3,648,714.67
2-Months Post Closing	3,685,385.72
3-Months Post Closing	3,722,425.33
4-Months Post Closing	3,759,837.20
5-Months Post Closing	3,797,625.08
6-Months Post Closing	3,835,792.74
7-Months Post Closing	3,874,343.99
8-Months Post Closing	3,913,282.71
9-Months Post Closing	3,952,612.77
10-Months Post Closing	3,992,338.12
11-Months Post Closing	4,032,462.73
12-Months Post Closing	3,413,899.69
13-Months Post Closing	3,448,210.75
14-Months Post Closing	3,482,866.66
15-Months Post Closing	3,517,870.87
16-Months Post Closing	3,553,226.89
17-Months Post Closing	3,588,938.24
18-Months Post Closing	3,625,008.52

Note: Reflects present value of amounts to be prepaid at the date of prepayment. Reflects discount rates of 12.75%. Calculated on a 30/360 basis.

- Assumes the first Canada Settlement Installment Payment of \$659,090.91 is made on the Closing Date for illustrative purposes with exact timing to be agreed. Prepayment amounts in this schedule are subject to adjustment as necessary to account for the exact timing of the initial payment.
- Canada Prepayment Option as of 1-month post-closing excludes the first Canada Settlement Installment Payment of \$659,090.91; Canada Prepayment Option as of 12-months post-closing excludes the Canada Settlement Installment Payment of \$659,090.91 due on the first anniversary of the Closing Date.

### Annex 3

#### **Language for Proposed Sale Order**

The Canadian Governments Objection<sup>4</sup> is resolved and hereby withdrawn in light of the resolution reflected in the Voluntary Canadian Governments Resolution Term Sheet attached as Exhibit A to the [*Notice of Filing of Voluntary Canadian Governments Resolution Term Sheet*] [Docket No. [ ]] (such resolution, the “***Voluntary Canadian Governments Resolution***”), the provisions of which constitute a reasonable, good faith and integrated compromise and resolution of all claims and controversies between the Buyer and the Canadian Governments<sup>5</sup> relating to the Canadian Governments Objection, and the Buyer agrees to implement the Voluntary Canadian Governments Resolution, subject to the terms and conditions set forth in the Voluntary Canadian Governments Resolution Term Sheet and any definitive documents related thereto.

---

<sup>4</sup> “***Canadian Governments Objection***” means the *Objection of His Majesty the King in Right of the Province of British Columbia and Other Canadian Governments to the Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief and Approval of the Sale of Substantially All of the Assets of the Debtors to the Stalking Horse Bidder as Set Forth Therein* [Docket No. 2418].

<sup>5</sup> “***Canadian Governments***” means, collectively, His Majesty the King in Right of the Province of British Columbia, His Majesty in Right of Alberta, the Government of Saskatchewan, His Majesty the King in Right of the Province of Manitoba, His Majesty the King in Right of the Province of Ontario, the Attorney General of Quebec, His Majesty the King in Right of the Province of New Brunswick, His Majesty the King in Right of the Province of Nova Scotia, His Majesty in Right of Newfoundland & Labrador, the Government of Prince Edward Island, the Government of Nunavut, the Government of the Northwest Territories, and the Government of Yukon. Each of the foregoing is a Canadian Government.

**THIS IS EXHIBIT "L"**  
**TO THE FOURTH AFFIDAVIT OF DANIEL VAS**  
**SWORN BEFORE ME OVER VIDEOCONFERENCE**  
**THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

*WORKING DRAFT /  
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS  
BY ALL INTERESTED PARTIES*

**PLAN ADMINISTRATOR AGREEMENT**

This Plan Administrator Agreement (this “Agreement”)<sup>1</sup> is made this [•] day of [•], 2024, by and between Endo International plc and its debtor affiliates as of the date hereof (collectively, the “Debtors” or the “Remaining Debtors” as applicable), [•] (the “Plan Administrator”), and Endo, Inc., on behalf of itself and its direct and indirect subsidiaries as of the Effective Date (collectively, the “Purchaser Entities”) in accordance with that certain [•] *Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Docket No. [•]], (as has been and may from time to time be amended, supplemented, or modified (the “Plan”)).<sup>2</sup>

**RECITALS**

WHEREAS, on the Petition Dates the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court; and

WHEREAS, the Plan contemplates that a plan administrator will be appointed to perform certain duties in accordance with the Plan and this Agreement; and

WHEREAS, the Plan provides that the Plan Administrator will, among other things, effectuate the terms of the Plan as of and following the Effective Date on behalf of the Remaining Debtors and wind down, dissolve, or liquidate the Remaining Debtors; and

WHEREAS, the Plan was confirmed on [•], 2024, (the “Confirmation Date”) and the Plan became effective on the date hereof (the “Effective Date”); and

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation of, the Plan; and

WHEREAS, [•] has been selected by the Debtors and the Required Consenting Global First Lien Creditors, in consultation with the Committees and the FCR, and has agreed to serve as the Plan Administrator in accordance with this Agreement, the Plan, and the Confirmation Order.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

---

<sup>1</sup> The terms of this Agreement are subject to the ongoing review, negotiation, and discussion among the parties. For the avoidance of doubt, the parties to this Agreement have not consented to such document as being in final form and reserve all rights in this regard.

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

**ARTICLE I**  
**ACCEPTANCE OF POSITION; OBLIGATION TO PAY CLAIMS; FIDUCIARY**  
**STATUS**

**Section 1.1 Acceptance.** (a) [•] hereby accepts appointment as the Plan Administrator; and (b) [•] agrees to observe and perform all duties and obligations imposed upon the Plan Administrator under the Plan, the Confirmation Order, all other applicable Plan Documents, all other orders of the Bankruptcy Court, this Agreement, and applicable law.

**Section 1.2 Fiduciary.** The Plan Administrator shall perform his obligations consistent with the Plan, this Agreement, the Confirmation Order, all other applicable Plan Documents, and all other applicable orders of the Bankruptcy Court. As of the Effective Date, the Plan Administrator shall: (a) be appointed as and/or act for the Remaining Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to applicable law; (b) succeed as the sole equity holder of each Remaining Debtor other than Endo International plc, subject to applicable law; (c) have the rights and powers of a debtor in possession under section 1107 of the Bankruptcy Code; (d) be a “representative of the estate” pursuant to section 1123(b)(3) of the Bankruptcy Code; (e) be vested with the rights, powers, and benefits afforded to a “trustee” under sections 704 and 1106 of the Bankruptcy Code; and (f) have such other rights, powers, and duties incidental to causing performance of the obligations under the Plan or otherwise as may be reasonably necessary.

**ARTICLE II**  
**GENERAL POWERS AND DUTIES OF THE PLAN ADMINISTRATOR.**

**Section 2.1 Duties, Powers and Rights of the Plan Administrator.** Except as otherwise provided in the Plan, the Confirmation Order, or this Agreement, the Plan Administrator is authorized and directed to take all corporate actions consistent with the Plan, the Confirmation Order, any other applicable Plan Document, all other applicable orders of the Bankruptcy Court, the Canadian Plan Recognition Order, foreign laws, and this Agreement, in each case, that are necessary and/or desirable to effectuate the terms of the Plan on behalf of the Remaining Debtors and use their reasonable best efforts to assist with or effectuate (as applicable, depending on local law) the wind down, dissolution, or liquidation of the Remaining Debtors and their Non-Debtor Affiliates. In taking such actions, the Plan Administrator may control and exercise authority over the assets, if any, vested in the Remaining Debtors pursuant to the Plan, over the acquisition, management, and disposition thereof and over the management and conduct of the affairs of the Remaining Debtors.

(a) Subject to (i) any consent rights of the Purchaser Entities as set forth herein and in the Plan; and (ii) applicable law, the duties and powers of the Plan Administrator shall include the following, in addition to any powers conferred on the Plan Administrator by any other provision of this Agreement, the Plan, the Confirmation Order, all other applicable Plan Documents, and/or all other applicable orders of the Bankruptcy Court:

- (i) serve as Disbursing Agent for Allowed Claims and Interests other than for the Notes Claims and the Trust Channeled Claims (except to the extent the Plan Administrator is acting as Trustee pursuant to the Plan and **Section**

**2.1(a)(vi)** of this Agreement);

- (ii) make Distributions to holders of Allowed Claims and Interests on the Distribution Record Dates as provided for in the Plan other than for the Notes Claims and the Trust Channeled Claims (except to the extent the Plan Administrator is acting as Trustee pursuant to the Plan and **Section 2.1(a)(vi)** of this Agreement) (*provided, that*, all Distributions on account of Notes Claims shall be made to, or at the direction of, the applicable Indenture Trustee in accordance with the Plan and following the procedures specified in the applicable Indenture) and, to the extent necessary or appropriate, make or coordinate Distributions from the Professional Fee Escrow Account;
- (iii) subject to the conditions set forth in the Plan, (1) effect all actions and execute all agreements, instruments, and other documents necessary to make any Distributions to holders of Allowed Claims and Interests that are not Notes Claims or Trust Channeled Claims (except to the extent the Plan Administrator is acting as Trustee pursuant to the Plan and **Section 2.1(a)(vi)** of this Agreement); and (2) exercise such other powers (x) as may be vested in the Plan Administrator in his capacity as Disbursing Agent by order of the Bankruptcy Court (including any Final Order issued after the Effective Date), pursuant to the Plan; or (y) as deemed by the Plan Administrator in his capacity as Disbursing Agent to be necessary and proper to implement the applicable provisions of the Plan;
- (iv) (1) determine, resolve, and otherwise adjudicate all contingent, unliquidated, and Disputed Claims in the Bankruptcy Court; and (2) at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection;
- (v) file, settle, compromise, withdraw, and/or litigate to judgment any objections to any Administrative Expense Claims, Non-IRS Priority Tax Claims, and Priority Non-Tax Claims as permitted under the Plan; and settle or compromise any Disputed Administrative Expense Claim, Disputed Non-IRS Priority Tax Claim, or Disputed Priority Non Tax Claim, in each case, without approval of the Bankruptcy Court;
- (vi) act (1) as the EFBD Claims Trustee in accordance with the provisions of the EFBD Trust Documents and (2) as the Other Opioid Claims Trustee in accordance with the Other Opioid Claims Trust Documents;
- (vii) take all actions necessary or appropriate to enforce, prosecute, pursue, defend, compromise, settle or otherwise resolve the Specified Avoidance Actions as well as any outstanding adversary proceedings or contested

matters in the Chapter 11 Cases;

- (viii) maintain books and records for the Remaining Debtors;
- (ix) maintain and, if necessary, establish bank accounts in the name(s) of the Remaining Debtors, deposit funds of the Remaining Debtors, draw checks, and make Distributions consistent with the terms of the Plan;
- (x) prepare and file applicable tax returns and tax elections and pay applicable taxes;
- (xi) seek to resolve any tax liability not otherwise resolved under the Plan in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (xii) take all actions necessary or appropriate to comply with all applicable withholding, remittance, and reporting requirements imposed by any federal, state, provincial, local, or foreign taxing authority;
- (xiii) take all actions reasonably necessary or desirable in accordance with applicable law to take or be granted authority to act for and on behalf of any Remaining Debtor in order to implement this Agreement and the Plan, including (without limitation) consenting to, approving (in any relevant capacity) and accepting appointment as a director and/or officer of any Remaining Debtor, and consenting to and approving (in any relevant capacity) the appointment of any person nominated by the Plan Administrator to act as director or officer of any Remaining Debtor where reasonably necessary or desirable to facilitate the performance of this Agreement and the implementation of the Plan in accordance with applicable law;
- (xiv) take all corporate actions consistent with the Plan, the Confirmation Order, any other applicable Plan Document, all other applicable orders of the Bankruptcy Court, this Agreement, and all applicable laws necessary or desirable to use their reasonable best efforts to wind down, dissolve, bankrupt, or liquidate the Remaining Debtors and any of their Non-Debtor Affiliates and, with the consent of the Purchaser Entities, which shall not be unreasonably withheld, to take any such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan and the Plan Administrator Agreement;
- (xv) convert to Cash, liquidate, abandon (as necessary or appropriate), and/or administer any assets of the Remaining Debtors vested in the Remaining Debtors pursuant to the Plan and, as applicable, depending on local law, assist with the liquidation or administration of any assets of the Remaining Debtors vested in the Remaining Debtors pursuant to the Plan;
- (xvi) enter into transactions and use their reasonable best efforts to otherwise take

all action deemed necessary or appropriate to effect the liquidation, dissolution, winding-up or other disposition of the Remaining Debtors and any of their Non-Debtor Affiliates or their remaining assets (including, but not limited to, intercompany transactions and releases necessary or desirable to effectuate liquidation proceedings in foreign jurisdictions) and take any and all actions that may be necessary or appropriate to effect such transactions;

- (xvii) (1) take all actions necessary or appropriate to assist in obtaining all regulatory or third party approvals needed to effectuate and consummate the Plan Transaction and Restructuring Transactions not otherwise obtained by the Effective Date; and (2) execute, deliver, file, submit, or record such contracts, instruments, releases, indentures, applications, and other agreements or documents, and take such actions as may be necessary or appropriate to further evidence the terms and conditions of the Plan and the sale, assignment, transfer, conveyance and delivery of the equity interests, assets, and liabilities provided for by the PSA;
- (xviii) cause the Remaining Debtors to file quarterly reports with the Bankruptcy Court in a form reasonably acceptable to the U.S. Trustee and in accordance with Bankruptcy Rule 2015(a)(5);
- (xix) pay Statutory Fees in accordance with 28 U.S.C. § 1930(a)(6);
- (xx) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court, the Canadian Court, and any other court of competent jurisdiction to carry out the duties of the Plan Administrator as described in this Plan or the Plan Administrator Agreement;
- (xxi) comply with the Plan and the obligations hereunder and otherwise perform such other acts and undertake such other conduct as the Plan Administrator reasonably believes is necessary to carry out the purposes and intent of the Plan;
- (xxii) take all actions necessary or appropriate to enforce the Remaining Debtors' rights under the Confirmation Order and any other applicable Plan Document and to fulfill, comply with or otherwise satisfy the Remaining Debtors' covenants, agreements and obligations under the Plan, the Confirmation Order, and any other applicable Plan Document; and
- (xxiii) (1) as soon as reasonably practicable after the Effective Date, request for the entry of a final decree closing the Chapter 11 Cases of all Remaining Debtors other than: (x) Endo Health Solutions Inc. ("EHSI"), (y) Endo Pharmaceuticals Inc. ("EPI" or the "Lead Case"), and (z) any other Remaining Debtor whose case must remain open for a period longer than its co-Remaining Debtors, as may be determined by the Plan Administrator based on the Debtors' and/or Plan Administrator's diligence (collectively

with EHSI and the Lead Case, the “Remaining Cases”) and consolidate and transfer all remaining Claims against each closing Debtor’s Estate to the Lead Case for administration and resolution in accordance with the Plan; and (2) upon the final administration and resolution of the Remaining Cases, request that the Bankruptcy Court enter a final decree closing the Remaining Cases.

(b) The Plan Administrator shall not at any time enter into or engage in any trade or business on behalf of the Remaining Debtors, and the Plan Administrator shall not use or dispose of any assets of the Remaining Debtors in furtherance of any trade or business. All Cash or other property held or collected by the Remaining Debtors shall be used solely for the purposes contemplated by the Plan or this Agreement.

(c) Except as otherwise set forth in the GUC Trust Cooperation Agreement, any privilege or immunity attaching to any documents or communications (whether written or oral) including, but not limited to, any attorney-client privilege, work-product privilege, joint interest privilege, or any other evidentiary privileges or immunity, in each case relating to any Claims or Causes of Action held by the Debtors pursuant to applicable federal, state, provincial, local, foreign, and other law prior to the Effective Date, shall vest in the applicable Post-Emergence Entities as of the Effective Date (including, the Plan Administrator as it pertains to the Remaining Debtors). The Plan Administrator is authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses. No action taken by the Plan Administrator shall be (or be deemed to be) a waiver of any privilege or immunity of the Debtors or any of the Post-Emergence Entities, including any attorney-client privilege or work product privilege attaching to any documents or communications (whether written or oral). For the avoidance of doubt, nothing herein shall be deemed to permit any party (including the Plan Administrator and all Post-Emergence Entities) to waive any privilege of another party in connection with a joint representation or shared privilege without the affirmative consent of all parties holding such privilege.

**Section 2.2 *Retention of Attorneys, Accountants and Other Professionals.***

(a) The Plan Administrator may retain or cause the Remaining Debtors to retain professionals to represent himself or the Remaining Debtors, as appropriate, (collectively, the “Professionals”) and pay such Professionals to aid the Plan Administrator in the performance of the Plan Administrator’s responsibilities pursuant to the terms of the Plan, the PSA, the Confirmation Order, and all other applicable Plan Documents, and this Agreement. Such Professionals may include:

- (i) law firm(s) (including primary legal counsel, conflicts legal counsel, Irish local counsel, and, to the extent necessary, local counsel in each jurisdiction where at least one Remaining Debtor is organized) to aid the Remaining Debtors and/or the Plan Administrator in the performance of their respective duties and to perform such other functions as may be appropriate to carry out the primary purposes of the Plan. The Plan Administrator may commit the Remaining Debtors to, and shall, pay such law firm’s or law firms’ reasonable compensation for services rendered and expenses incurred,

which expenses may include, without limitation, consultants. The Plan Administrator may also engage such law firm(s) on a contingent fee basis as permitted by applicable law;

- (ii) financial advisor(s) to provide budget reporting, facilitate the transfer of any outstanding assets pursuant to the Transition Services Agreement (as defined in the PSA), reconcile administrator counsel fees, statutory fees, and other administrative claims;
- (iii) tax advisor(s) to prepare and file tax returns and related tax forms on behalf of the Remaining Debtors that the Plan Administrator is obligated or deems appropriate to prepare, provide and file, prepare supporting calculations, handle associated interactions with global, federal, state, provincial, local, and foreign taxing authorities;
- (iv) independent public accounting firm(s) to, if necessary, audit the financial books and records of the Remaining Debtors, prepare and file any Independent Person's Reports require in connection with the liquidations in foreign jurisdictions, perform such other reviews and/or audits as the Plan Administrator may deem advisable; and
- (v) any such other accountants, experts, advisors, consultants, investigators, appraisers, auctioneers, liquidators, bankruptcy or insolvency trustees, or other professionals as are advisable to carry out the obligations of the Remaining Debtors and effectuate the terms of the Plan, the PSA, all other applicable Plan Documents, and this Agreement.

(b) In addition to the responsibilities enumerated in **Section 2.2(a)**, each of the Professionals are authorized and directed to otherwise aid the Plan Administrator on behalf of the Remaining Debtors in the performance of their respective duties and to perform such other functions as may be appropriate to carry out the primary purposes of the Plan, the PSA, all other applicable Plan Documents, and this Agreement.

(c) The Plan Administrator, on behalf of the Remaining Debtors, shall not be precluded from retaining any Professional by virtue of such Professional's employment during the course of the Chapter 11 Cases.

(d) The Plan Administrator may commit the Remaining Debtors to pay, and the Purchaser Entities shall fund, such Professionals reasonable compensation for services rendered and expenses incurred by such Professionals.

**Section 2.3 Standard of Care.** None of the Plan Administrator, Remaining Debtors, Purchaser Entities, their respective Affiliates and agents, or any of their respective officers, directors, and employees, to the fullest extent permitted by applicable law, shall be personally liable to any Entity for actions taken under or pursuant to this Agreement or otherwise as Plan Administrator, except to the extent that its, his, or her own acts constitutes a gross negligence, fraud, or willful misconduct.

**Section 2.4 Indemnification.** The Purchaser Entities shall indemnify and hold harmless to the fullest extent permitted by applicable law (a) the Plan Administrator (b) such individuals (including the Plan Administrator to the extent engaged in such capacity) that may serve as officers and directors of the Remaining Debtors, if any, and (c) all Professionals retained by the Plan Administrator and Remaining Debtors (collectively, the “Indemnified Parties”), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys’ fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than those acts or omissions that are determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have arisen out of any such Indemnified Party’s gross negligence, fraud, or willful misconduct. To the extent an Indemnified Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to the Plan Administrator and Remaining Debtors in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such Indemnified Party (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined by a Final Order of a court of competent jurisdiction that such Indemnified Party is not entitled to be indemnified therefore) by the Purchaser Entities or any insurance purchased pursuant to **Section 2.7**. The indemnification provisions of the Plan and this Agreement shall remain available to and be binding upon any former Plan Administrator or the estate of any decedent of the Plan Administrator and shall survive the termination or modification of this Agreement.

**Section 2.5 Exculpation.** The Plan Administrator and all Professionals retained by the Plan Administrator, in each case, solely in their respective capacities as such, to the fullest extent permitted by applicable law, (the “Exculpated Parties”) shall not be deemed liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements (collectively referred to herein as “Losses”) incurred, caused by, relating to, based upon, or arising out of (directly or indirectly) the Exculpated Party’s execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Agreement, the Plan, the Confirmation Order, any other applicable Plan Document, any other order of the Bankruptcy Court or applicable law or as may arise by reason of any action, omission or error of an Exculpated Party; *provided, however*, that the foregoing limitation shall not apply to any acts or omissions ultimately and finally determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have arisen out of any such Exculpated Party’s gross negligence, fraud, or willful misconduct. None of the Exculpated Parties is deemed to be responsible for any other Exculpated Party’s actions or inactions. The foregoing indemnification and exculpation with respect to any Exculpated Party shall survive the termination of such Exculpated Party from the capacity for which it was deemed indemnified and exculpated and the termination or modification of this Agreement.

**Section 2.6 Plan Provisions.** In connection with all actions taken in its capacity as Plan Administrator, the Plan Administrator shall be entitled to rely upon the applicable exculpation, release, and indemnification and limitation of liability provisions set forth in any organizational document of the Debtors, this Agreement, the Plan, and the Confirmation Order. Notwithstanding anything herein, the Plan Administrator shall not be entitled to any release, exculpation,

indemnification, or limitation of liability if the Plan Administrator is determined to have engaged in fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

**Section 2.7 Insurance.** The Plan Administrator is hereby authorized to obtain or continue all reasonably necessary insurance coverage for itself, its agents, representatives, employees or independent contractors, any liquidators or bankruptcy trustees or equivalent, and the Remaining Debtors in connection with these Chapter 11 Cases and any liquidation, dissolution, or wind-down proceedings pursuant to foreign law (in the form of an errors and omissions policy, general liability, directors' and officers' insurance, or otherwise), including, but not limited to, coverage with respect to the liabilities, duties and obligations of the Plan Administrator and its agents, representatives, employees or independent contractors under this Agreement (including for customary tail coverage and related time periods) which insurance coverage may remain in effect for a reasonable period of time as determined by the Plan Administrator after the termination of this Agreement. For the avoidance of doubt, any such insurance coverage shall be funded by the Purchaser Entities.

**Section 2.8 Reliance by the Plan Administrator.** The Plan Administrator may rely, and shall be fully protected personally in acting or refraining from acting if it relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Plan Administrator has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of the Plan Administrator's gross negligence, fraud, or willful misconduct as found by a Final Order in the Bankruptcy Court or any other court of competent jurisdiction, the Plan Administrator may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting thereon. The Plan Administrator may consult with counsel and other Professionals with respect to matters the Plan Administrator reasonably believes to be in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator. The Plan Administrator shall be entitled to rely upon the advice of such Professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon. The Plan Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan or any other document executed in connection therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

**Section 2.9 Reliance by Entities Dealing with the Plan Administrator.** In the absence of actual knowledge to the contrary, any Entity dealing with the Remaining Debtors shall be entitled to rely on the authority of the Plan Administrator to act on behalf of the Remaining Debtors and shall have no obligation to inquire into the existence of such authority. Each party who is bound by this Agreement hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Entity to contest, negate or disaffirm any action of the Plan Administrator in connection with any such dealing. Each and every certificate, document or other instrument executed on behalf of the Remaining Debtors by the Plan

Administrator or its representative shall be conclusive evidence in favor of any and every Entity relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Entity executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Remaining Debtors and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Remaining Debtors.

***Section 2.10 Plan Administration Estimate.***

(a) The estimate attached to the RSA as Exhibit D, (as the same may be updated from time to time in accordance with the terms of the Plan and this Agreement, the “Plan Administration Estimate”) includes the initial estimate for certain workstreams to be completed by the Plan Administrator, others of which could not be estimated at the time of this Agreement.

(b) The initial amount to be funded by the Purchaser Entities under this Agreement on the [date hereof] is \$[•] (the “Initial Funding”). The remaining funding necessary for the Plan Administrator to implement the terms of the Plan, the Confirmation Order, all other applicable Plan Documents, all other applicable orders of the Bankruptcy Court, and this Agreement shall be provided by the Purchaser Entities.

(c) The Plan Administration Estimate is not, and shall not be deemed to be, a cap on any amounts to be funded by the Purchaser Entities. The Purchaser Entities shall be responsible for the costs and expenses associated with: (i) any liquidation, dissolution, or winding-up of the Remaining Debtors and any of their Non-Debtor Affiliates under applicable foreign laws including but not limited to, for the avoidance of doubt, the fees and expenses of any liquidator, bankruptcy trustee or equivalent in any foreign jurisdiction and the costs and expenses of any professionals or other advisors retained by any liquidator or bankruptcy trustee or equivalent in any foreign jurisdiction; (ii) any legal or professional advice related to the Specified Avoidance Actions; (iii) all other expenses necessary or appropriate to allow the Remaining Debtors to fully administer the Estates; and (iv) all costs necessary for the Plan Administrator to effectuate all Post-Effective Date obligations under the Plan, the Confirmation Order, all other applicable Plan Documents, all other applicable orders of the Bankruptcy Court, and this Agreement.

(d) Upon the Plan Administrator requiring the difference between the Initial Funding and the total amount in the Plan Administration Estimate, the Plan Administrator shall provide notice to the Purchaser entities of such determination. Within five business days of the receipt of such notice, the Purchaser Entities shall make available to the Plan Administrator such additional funds.

(e) Upon the Plan Administrator determining additional funds beyond the Plan Administration Estimate are reasonably necessary in accordance with **Section 2.10(c)**, the Plan Administrator shall provide written notice to the Purchaser Entities of such additional required funding in the form of: (i) an updated version of the Plan Administration Estimate; and (ii) a written invoice of such additional funds to be provided (together, the “Additional Funding Notice”). No later than 10 Business Days after the Purchaser Entities’ receipt of the Additional Funding Notice, the Purchaser Entities shall make available to the Plan Administrator such

additional funds.

(f) Any amounts allocated to the Remaining Debtors and/or the Plan Administrator to implement the terms of the Plan and this Agreement shall be subject to a reversionary interest of the Purchaser Entities and shall automatically revert to the Purchaser Entities upon completion of all of the Plan Administrator's obligations under the Plan, this Agreement, the Confirmation Order, any other applicable Plan Document, and all other applicable orders of the Bankruptcy Court; *provided, however*, that, in the event that the Specified Avoidance Actions result in return of Estate assets to the Remaining Debtors, such funds shall revert to the Purchaser Entities prior to completion of such Plan Administrator obligations (unless determined by the Plan Administrator and the Purchaser Entities that such amounts shall remain with the Remaining Debtors to further satisfy the Purchaser Entities' funding obligations under this **Section 2.10**).

(g) If there is a good-faith dispute between the Plan Administrator and the Purchaser Entities as to whether or not the additional funds requested in any Additional Funding Notice are for the purposes of effectuating: (i) any liquidation, dissolution, or winding-up of the Remaining Debtors and any of their Non-Debtor Affiliates under applicable foreign laws including but not limited to, for the avoidance of doubt, the fees and expenses of any liquidator, bankruptcy trustee or equivalent in any foreign jurisdiction and the costs and expenses of any professionals or other advisors retained by any liquidator or bankruptcy trustee in any foreign jurisdiction; (ii) any legal or professional advice related to the Specified Avoidance Actions; and/or (iii) all other expenses necessary or appropriate to allow the Remaining Debtors to fully administer the Estates, the parties shall work in good faith to resolve any disputes. If no such resolution can be made, such unresolved disputes shall be brought before the Bankruptcy Court.

### ***Section 2.11 Compensation.***

(a) The Plan Administrator shall be entitled to reasonable compensation for services rendered and for reimbursement of expenses incurred, to be funded by the Purchaser Entities and paid by the Purchaser Entities or the Remaining Debtors, as follows: [•]

(b) Any Professionals retained by the Plan Administrator shall be entitled to reasonable compensation for services rendered and reimbursement of reasonable fees, costs, and expenses incurred to be funded by the Purchaser Entities and paid by the Purchaser Entities or the Remaining Debtors. The Plan Administrator shall have 10 days to review and raise objections, if any, to invoices submitted by such Professionals.

(c) The payment of the fees, costs, and expenses of the Plan Administrator and the Professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court; *provided, however*, that any disputes related to such fees, costs, and expenses shall be brought before the Bankruptcy Court.

(d) No provision of this Agreement or the Plan shall require the Plan Administrator to expend or risk his own funds or otherwise incur any financial liability in the performance of any of his duties as Plan Administrator hereunder or under the Plan, or in the exercise of any of his rights or powers as Plan Administrator, if the Plan Administrator shall have reasonable

grounds for believing that repayment of funds or adequate indemnity or security satisfactory to the Plan Administrator against such risk or liability is not reasonably assured.

**Section 2.12 Cooperation of Purchaser Entities.** The Purchaser Entities shall cooperate with and assist the Plan Administrator in the Plan Administrator's execution of its duties pursuant to the Plan, the PSA, all other applicable Plan Documents, and this Agreement, including, but not limited, to funding and/or paying the reasonable fees and expenses of any Professionals retained by the Plan Administrator, as well as the fees and expenses of the Plan Administrator, in accordance with the terms of the Plan and this Agreement. The Plan Administrator and Purchaser Entities shall reasonably cooperate in effectuating the terms of the Plan, the PSA (including obligations pursuant to the Transition Services Agreement), all other applicable Plan Documents, and this Agreement, including executing such further documents and instruments as may be required from time to time and providing reasonable access and information to each other on a timely basis.

**Section 2.13 Oversight Committee.** As of the Effective Date, a post-confirmation committee to oversee the Plan Administrator (the "Oversight Committee") shall be formed. The Oversight Committee will be comprised of [three] members that will be selected by the Required Consenting Global First Lien Creditors and that are acceptable to the Debtors. The Oversight Committee may include employees and/or directors of the Purchaser Entities. Upon the death or resignation of a member of the Oversight Committee, the remaining members shall fill the applicable vacancy on the Oversight Committee. The Oversight Committee shall be dissolved and its members shall have no further duties, responsibilities or obligations in connection with the Chapter 11 Cases or the Plan and its implementation once a Termination has occurred under **Section 3.1(a)** of this Agreement. The Oversight Committee shall be dissolved and its members shall have no further duties, responsibilities and obligations in connection with the Chapter 11 Cases or the Plan and its implementation once: (a) (i) the Bankruptcy Court enters a final decree closing all of the Chapter 11 Cases; and (ii) for each Remaining Debtor, at least one of the following has occurred: (1) the Remaining Debtor has dissolved; or (2) control of the Remaining Debtor has been relinquished to a liquidator, bankruptcy trustee, or other fiduciary of record in the applicable jurisdiction of formation.

**Section 2.14 Reports by Plan Administrator.** Unless determined otherwise by the Oversight Committee, on a monthly basis (or such other time period as the Purchaser Entities may reasonably request) beginning from the Effective Date, the Plan Administrator shall provide the Oversight Committee with a status and progress report outlining the material activities of the Plan Administrator and its professionals during such period, including, without limitation, a report of all receipts and Disbursements made during such period, the status of the funded amounts as provided in **Section 2.11** of this Agreement, the status of the Claims reconciliation process, a summary of actions taken to implement the provisions of the Plan, and the status of any outstanding contested matters in the Chapter 11 Cases (including, but not limited, to the Specified Avoidance Actions).

**Section 2.15 No Other Duties or Obligations.** Except as otherwise specifically provided in this Agreement, the Plan, the Confirmation Order, or any other applicable Plan Document, the Plan Administrator shall have no further duties or obligations hereunder.

**ARTICLE III**  
**TERMINATION**

**Section 3.1 Termination.** This Agreement shall terminate upon the earliest of the following to occur: (a) (i) the Bankruptcy Court enters a final decree closing all of the Chapter 11 Cases; and (ii) for each Remaining Debtor, at least one of the following has occurred: (1) the Remaining Debtor has dissolved; or (2) control of the Remaining Debtor has been relinquished to a liquidator, bankruptcy trustee, or other fiduciary of record in the applicable jurisdiction of formation; (b) the Plan Administrator is removed in accordance with **Section 3.3** of this Agreement; or (c) the Plan Administrator voluntarily resigns, notice is filed with the Bankruptcy Court, and a successor Plan Administrator is appointed in accordance with the Plan, the Confirmation Order, and this Agreement. Upon the occurrence of any event described in the foregoing clause, this Agreement shall terminate and no further fees shall be due to the Plan Administrator; *provided that* the Plan Administrator shall be entitled to the payment of compensation and reimbursement of expenses incurred (a) prior to such termination and (b) after such termination in connection with the transition to a successor Plan Administrator, in each case in accordance with **Section 2.11** hereof.

**Section 3.2 Resignation of the Plan Administrator.** The Plan Administrator may resign by giving not less than 45 days' prior written notice to the parties listed in **Section 4.6** of this Agreement. In the event of a resignation, the Plan Administrator shall continue to serve until the date that is 45 days after the date such notice is filed with the Bankruptcy Court. Notwithstanding the resignation of the Plan Administrator pursuant to this **Section 3.2**, the rights of the resigning Plan Administrator under this Agreement with respect to acts or omissions occurring prior to the effectiveness of such resignation will continue for the benefit of such resigning Plan Administrator following the effectiveness of such resignation. Notwithstanding any other provision herein, upon the resignation of the Plan Administrator, the undersigned Plan Administrator shall reasonably assist and cooperate in effecting the assumption of the duties by any successor Plan Administrator and continue to serve in such capacity until such time as (a) a successor Plan Administrator is identified and accepts the appointment as Plan Administrator and (b) notice is provided to the Bankruptcy Court of such successor Plan Administrator pursuant to this **Section 3.2**; provided that in no event shall the outgoing Plan Administrator be required to continue to serve for a period longer than 45 days following its resignation.

**Section 3.3 *Removal of Plan Administrator.*** The Oversight Committee may, remove the Plan Administrator: (a) for Cause,<sup>3</sup> effective immediately upon providing notice thereof; or (b) without Cause, upon 30 day's prior written notice. The Purchaser Entities shall file notice of removal contemporaneously with the Bankruptcy Court. Notwithstanding the removal of the Plan Administrator pursuant to this **Section 3.3**, the rights of the removed Plan Administrator under this Agreement with respect to acts or omissions occurring prior to the effectiveness of such removal will continue for the benefit of such removed Plan Administrator following the effectiveness of such removal. For the avoidance of doubt, a successor Plan Administrator shall have all the rights, privileges, powers, and duties of its predecessor under this Agreement and the Plan.

**Section 3.4 *Appointment of Successor Plan Administrator.*** Upon resignation, incapacity, or removal of a Plan Administrator, the Oversight Committee shall appoint a successor Plan Administrator. Upon the appointment of a successor Plan Administrator (and acceptance of appointment by such successor), such successor shall become fully vested with all of the rights, powers, duties, and obligations of the predecessor Plan Administrator pursuant to this Agreement, the Plan, and the Confirmation Order, and all responsibilities of the predecessor Plan Administrator shall be terminated.

#### **ARTICLE IV** **MISCELLANEOUS PROVISIONS**

**Section 4.1 *Descriptive Headings.*** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 4.2 *Amendment and Waiver.*** This Agreement may be amended or modified as necessary to implement the provisions of the Plan. This Agreement may not be amended except by an instrument executed by the Purchaser Entities, the Remaining Debtors, and the Plan Administrator.

**Section 4.3 *Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

**Section 4.4 *Counterparts; Effectiveness.*** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

**Section 4.5 *Severability; Validity.*** If any provision of this Agreement or the application thereof to any Entity or circumstance is held invalid or unenforceable, the remainder of this

---

<sup>3</sup> For purposes of this Agreement, the term “for Cause” shall mean: (i) the commission of a crime under the laws of any applicable jurisdiction involving fraud, theft, false statements or other similar acts, or the commission of any crime that is a felony (or a comparable classification in a jurisdiction that does not use such terms) under such laws; (ii) the willful, grossly negligent or repeated failure to perform any material employment-related duties; or (iii) the willful, grossly negligent or repeated violation of any substantive and material written policy adopted by the Plan Administrator as may be in effect from time to time.

Agreement, and the application of such provision to other Entities or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

**Section 4.6 Notices.** Any notice or other communication hereunder shall be via email and in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of five Business Days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

***Plan Administrator:***

[•]

***The Remaining Debtors:***

[•]

-with a copy to-

[•]

***The Purchaser Entities:***

Gibson Dunn & Crutcher LLP

200 Park Avenue

New York, New York 10166

Attention: Scott Greenberg (sgreenberg@gibsondunn.com)

Michael J. Cohen (mcohen@gibsondunn.com)

Joshua K. Brody (jbrody@gibsondunn.com)

Christina M. Brown (christina.brown@gibsondunn.com)

EndoTrusts@gibsondunn.com

***Oversight Committee:***

[•]

**Section 4.7 Change of Address.** Any Entity may change the address at which it is to receive notices under this Agreement by furnishing written notice to the parties listed in **Section 4.6**. Such change of address shall be effective 10 Business Days after service of such notice.

**Section 4.8 Relationship to Plan.** The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and Confirmation Order. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and Confirmation Order. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan or Confirmation Order, the provisions of the Plan and Confirmation Order control; *provided, however*, that, the Plan Administrator Agreement shall control over the Plan and the Confirmation Order as to any (i) general powers, rights, and obligations of the Plan Administrator; and (ii) all funding obligations of the Purchaser Entities (and the mechanics to

provide such funding) to allow the Remaining Debtors to wind down, dissolve or liquidate the Remaining Debtors and their Non-Debtor Affiliates and/or otherwise fully administer the Estates.

**Section 4.9 *Meaning of Terms.*** Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, and words importing the singular number include the plural number and vice versa.

**Section 4.10 *Retention of Jurisdiction.*** As provided in [Article XIII] of the Plan, the Bankruptcy Court shall retain jurisdiction over the Remaining Debtors to the fullest extent permitted by law, including, but not limited to, for the purpose of interpreting and implementing the provisions of this Agreement.

**Section 4.11 *Assignment.*** Neither this Agreement nor any of the rights, duties or obligations of either of the parties hereto may be assigned without Bankruptcy Court approval.

**Section 4.12 *Successors and Assigns; No Third Party Beneficiaries.*** This Agreement is personal as to the Plan Administrator, and accordingly, the Plan Administrator's obligations hereunder may not be assigned. The obligations and rights of the Purchaser Entities under this Agreement shall be assigned by the Purchaser Entities to any entity which is a successor in interest to all or substantially all of the Plan Debtors' business. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of the parties with respect to the transactions contemplated hereby and no Entity shall be a third party beneficiary of any of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

ENDO INTERNATIONAL PLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[•], AS PLAN ADMINISTRATOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ENDO, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THIS IS EXHIBIT "M"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits



1

2 Motion to enter in work letter

3 (Doc #3822)

4

5 Confirmation

6 (Doc # 3695)

7

8

9

10

11

12

13

14

15

16

17

18

19

20 Transcribed by: Sharona Shapiro

21 eScribers, LLC

22 7227 North 16th Street, Suite #207

23 Phoenix, AZ 85020

24 (800) 257-0885

25 operations@escribers.net

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

A P P E A R A N C E S :

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Attorneys for Debtors

One Manhattan West

New York, NY 10001

BY: JAMIE BRUMBERGER, ESQ.

SHANA A. ELBERG, ESQ. (ZOOM)

NICHOLAS HAGEN, ESQ.

EVAN HILL, ESQ.

ANGELINE HWANG, ESQ.

MOSHE SHMUEL JACOB, ESQ.

DANIEL C. KENNEDY, ESQ. (ZOOM)

JASON N. KESTECHER, ESQ.

LISA LAUKITIS, ESQ. (ZOOM)

PAUL D. LEAKE, ESQ.

BRAM A. STROCHLIC, ESQ.

1

2 SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

3 Attorneys for Debtors

4 1000 Louisiana Street

5 Suite 6800

6 Houston, TX 77002

7

8 BY: ABIGAIL E. DAVIS, ESQ.

9

10

11 SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

12 Attorneys for Debtors

13 920 North King Street

14 Wilmington, DE 19801

15

16 BY: STEPHEN DELLA PENNA, ESQ.

17 JASON LIBERI, ESQ.

18

19

20 SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

21 Attorneys for Debtors

22 500 Boylston Street

23 Boston, MA 02116

24

25 BY: ELIZABETH DOWNING, ESQ.

1

2 SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

3 Attorneys for Debtors

4 22 Bishopsgate

5 London, EC2N 4BQ, England

6

7 BY: JAMES FALCONER, ESQ. (ZOOM)

8

9

10 SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

11 Attorneys for Debtors

12 1440 New York Avenue, Northwest

13 Washington, DC 20005

14

15 BY: TODD FRANK, ESQ. (ZOOM)

16

17

18 SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

19 Attorneys for Debtors

20 155 North Wacker Drive

21 Chicago, IL 60606

22

23 BY: ALBERT L. HOGAN, ESQ.

24

25

1

2 TOGUT, SEGAL &amp; SEGAL LLP

3 Attorneys for Debtors

4 One Penn Plaza

5 New York, NY 10119

6

7 BY: FRANK A. OSWALD, ESQ. (ZOOM)

8

9

10 O'MELVENY &amp; MYERS LLP

11 Attorneys for Johnson &amp; Johnson

12 400 South Hope Street

13 18th Floor

14 Los Angeles, CA 90071

15

16 BY: EVAN M. JONES, ESQ. (ZOOM)

17 JORDAN A. WEBER, ESQ. (ZOOM)

18

19

20

21

22

23

24

25

1

2 O'MELVENY &amp; MYERS LLP

3 Attorneys for Johnson &amp; Johnson

4 2801 North Harwood Street

5 Suite 1600

6 Dallas, TX 75201

7

8 BY: LAURA SMITH, ESQ.

9

10

11 A&amp;L GOODBODY LLP

12 Attorneys for Debtors

13 3 Dublin Landings, IFSC

14 North Wall Quay

15 Dublin, D01 C4E0, Ireland

16

17 BY: DAVID BAXTER, ESQ. (ZOOM)

18

19

20

21

22

23

24

25

1

2

3 GOODMANS LLP

4 Attorneys for Debtors

5 333 Bay Street

6 Suite 3400

7 Toronto, ON M5H 2S7

8

9 BY: ROBERT CHADWICK, ESQ. (ZOOM)

10 BRADLEY WIFFEN, ESQ. (ZOOM)

11

12

13 KRAMER LEVIN NAFTALIS &amp; FRANKEL, LLP

14 Attorneys for Official Committee of Unsecured Creditors

15 1177 Avenue of the Americas

16 New York, NY 10036

17

18 BY: DAVID BLABEY, ESQ. (ZOOM)

19 KENNETH H. ECKSTEIN, ESQ.

20 NATAN HAMERMAN, ESQ.

21 KATY KEANE, ESQ. (ZOOM)

22 RACHAEL RINGER, ESQ.

23 NICOLE SWEENEY, ESQ.

24 MEGAN WASSON, ESQ.

25

1

2 GIBSON, DUNN &amp; CRUTCHER LLP

3 Attorneys for Ad Hoc First Lien Group

4 200 Park Avenue

5 New York, NY 10166

6

7 BY: JOSHUA K. BRODY, ESQ.

8 CHRISTINA M. BROWN, ESQ.

9 MICHAEL J. COHEN, ESQ.

10 SCOTT GREENBERG, ESQ. (ZOOM)

11 MICHAEL A. JACKSON, ESQ. (ZOOM)

12 SUZANNE E. SPAN, ESQ.

13

14

15 GIBSON, DUNN &amp; CRUTCHER LLP

16 Attorneys for Ad Hoc First Lien Group

17 333 South Grand Avenue

18 Los Angeles, CA 90071

19

20 BY: MICHELLE CHOI, ESQ. (ZOOM)

21

22

23

24

25

1

2 GIBSON, DUNN &amp; CRUTCHER LLP

3 Attorneys for Ad Hoc First Lien Group

4 3161 Michelson Drive

5 Suite 1200

6 Irvine, CA 92612

7

8 BY: SPENCER BANKHEAD, ESQ. (ZOOM)

9 NICHOLAS WHETSTONE, ESQ. (ZOOM)

10

11

12 AUTHUR COX LLP

13 Attorneys for Ad Hoc First Lien Group

14 Ten Earlsfort Terrace

15 Dublin 2, D02 T380, Ireland

16

17 BY: JOHN DONALD, ESQ.

18 FRANCES FLYNN, ESQ.

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

BLANK ROME LLP

Attorneys for Ad Hoc First Lien Group

1825 Eye Street, Northwest

Washington, DC 20006

BY: JSUTIN F. LAVELLA, ESQ.

FRANKEL WYRON LLP

Attorneys for Frankel, Future Claimants Representative

2101 L Street, Northwest

Suite 300

Washington, DC 20037

BY: ROGER FRANKEL, ESQ.

RICHARD H. WYRON, ESQ.

1

2 YOUNG CONAWAY STARGATT TAYLOR, LLP

3 Attorneys for Future Claimants Representative

4 1000 North King Street

5 Wilmington, DE 19801

6

7 BY: JAMES L. PATTON, ESQ.

8 ROBERT S. BRADY, ESQ.

9 CHRISTOPHER LAMBE, ESQ. (ZOOM)

10 EDMOND L. MORTON, ESQ. (ZOOM)

11 MICHAEL NEIBURG, ESQ.

12

13

14 YOUNG CONAWAY STARGATT TAYLOR, LLP

15 Attorneys for Future Claimants Representative

16 1270 Avenue of the Americas

17 Suite 2210

18 New York, NY 10020

19

20 BY: SEAN T. GREECHER, ESQ. (ZOOM)

21

22

23

24

25

1

2 COOLEY LLP

3 Attorneys for Official Committee of Opioid Claimants

4 55 Hudson Yards

5 New York, NY 10001

6

7 BY: DENISE CAHIR, ESQ. (ZOOM)

8 SUMMER M. MCKEE, ESQ.

9

10

11 COOLEY LLP

12 Attorneys for Official Committee of Opioid Claimants

13 1299 Pennsylvania Avenue, Northwest

14 Washington, DC 20004

15

16 BY: CULLEN D. SPECKHART, ESQ.

17

18

19 AKIN GUMP STRAUSS HAUER &amp; FELD LLP

20 Attorneys for Official Committee of Opioid Claimants

21 2001 K Street, Northwest

22 Washington, DC 20006

23

24 BY: KATE DOORLEY, ESQ.

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

AKIN GUMP STRAUSS HAUER & FELD LLP

Attorneys for Official Committee of Opioid Claimants

One Bryant Park

New York, NY 10036

BY: BROOKS BARKER, ESQ.

DANIEL CHASIN, ESQ.

MITCHELL P. HURLEY, ESQ.

ELI MILLER, ESQ. (ZOOM)

DARA MOUHOT, ESQ.

KATHERINE PORTER, ESQ.

ARIK PREIS, ESQ.

T. JAMES SALWEN, ESQ.

AKIN GUMP STRAUSS HAUER & FELD LLP

Attorneys for Official Committee of Opioid Claimants

100 Pine Street

Suite 3200

San Francisco, CA 94111

BY: ASHLEY CRAWFORD, ESQ. (ZOOM)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

LOWENSTEIN SANDLER LLP

Attorneys for Official Committee of Opioid Claimants  
One Lowenstein Drive  
Roseland, NJ 07068

BY: COLLEEN RESTEL, ESQ. (ZOOM)

UNITED STATES DEPARTMENT OF JUSTICE

Attorneys for Office of the United States Trustee  
201 Varick Street  
New York, NY 10014

BY: PAUL K. SCHWARTZBERG, ESQ. (ZOOM)

PILLSBURY WINTHROP SHAW PITTMAN LLP

Attorneys for Multi-State Endo Executive Committee  
31 West 52nd Street  
New York, NY 10019

BY: ANDREW V. ALFANO, ESQ. (ZOOM)

ANDREW M. TROOP, ESQ.

1

2 BROWN RUDNICK LLP

3 Attorneys for Multi-State Endo Executive Committee

4 7 Times Square

5 New York, NY 10036

6

7 BY: GERARD T. CICERO, ESQ. (ZOOM)

8 MADELYN SOLIMAN, ESQ. (ZOOM)

9

10

11 AGENTIS PLLC

12 Attorneys for State of Florida

13 45 Almeria Avenue

14 Coral Gables, FL 33134

15

16 BY: JESSE R. CLOYD, ESQ. (ZOOM)

17

18

19 OFFICE OF THE ATTORNEY GENERAL, TEXAS

20 Attorneys for State of Texas

21 300 West 15th Street

22 Austin, TX 78711

23

24 BY: ROMA N. DESAI, ESQ. (ZOOM)

25

1

2 OFFICE OF THE ATTORNEY GENERAL, TEXAS

3 112 East Pecan

4 Suite 735

5 San Antonio, TX 78205

6

7 BY: VALERIA SARTORIO, ESQ. (ZOOM)

8

9

10 OFFICE OF THE ATTORNEY GENERAL, WEST VIRGINIA

11 Attorneys for the State of West Virginia

12 1900 Kanawha Boulevard, East

13 Building 6, Suite 401

14 Charleston, WV 25306

15

16 BY: ABBY G. CUNNINGHAM, ESQ. (ZOOM)

17

18

19 OFFICE OF THE ATTORNEY GENERAL, PENNSYLVANIA

20 Attorneys for the Commonwealth of Pennsylvania

21 Strawberry Square

22 15th Floor

23 Harrisburg, PA 17112

24

25 BY: MELISSA L. VAN ECK, ESQ. (ZOOM)

1

2 CITY OF PHILADELPHIA LAW DEPARTMENT

3 Attorneys for City of Philadelphia

4 1401 J.F.K. Boulevard

5 Suite 580

6 Philadelphia, PA 19102

7

8 BY: MEGAN HARPER, ESQ. (ZOOM)

9

10

11 FRESNO CITY ATTORNEY'S OFFICE

12 Attorneys for the City of Fresno

13 2600 Fresno Street

14 Fresno, CA 93721

15

16 BY: COREY M. TIMPSON, ESQ. (ZOOM)

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

ARENTFOX SCHIFF LLP

Attorneys for Computershare Trust Company, N.A.

1301 Avenue of the Americas

42nd Floor

New York, NY 10019

BY: BETH M. BROWNSTEIN, ESQ. (ZOOM)

NICHOLAS A. MARTEN, ESQ. (ZOOM)

ANDREW I. SILFEN, ESQ. (ZOOM)

ARENTFOX SCHIFF LLP

Attorneys for Collegium Pharmaceutical, Inc.

800 Boylston Street

32nd Floor

Boston, MA 02199

BY: TODD A. FEINSMITH, ESQ. (ZOOM)

1

2 JENNER &amp; BLOCK LLP

3 Attorneys for McKesson Corporation

4 353 North Clark Street

5 Chicago, IL 60654

6

7 BY: CATHERINE L. STEEGE, ESQ. (ZOOM)

8

9

10 NORTON ROSE FULBRIGHT US LLP

11 Attorneys for Glenmark Pharmaceuticals Inc., USA and

12 Glenmark Ph

13 1301 Avenue of the Americas

14 New York, NY 10019

15

16 BY: JAMES A. COPELAND, ESQ. (ZOOM)

17 ERIC C. DAUCHER, ESQ. (ZOOM)

18

19

20

21

22

23

24

25

1

2 SQUIRE PATTON BOGGS US LLP

3 Attorneys for Teikoku Pharma USA, Inc.

4 555 California Street

5 Suite 550

6 San Francisco, CA 94104

7

8 BY: KAROL K. DENNISTON, ESQ. (ZOOM)

9

10

11 PAUL, WEISS, RIFKIND, WHARTON &amp; GARRISON LLP

12 Attorneys for Ad Hoc Cross-Holder Group

13 1285 Avenue of the Americas

14 New York, NY 10019

15

16 BY: ALICE B. EATON, ESQ. (ZOOM)

17 ANDREW N. ROSENBERG, ESQ. (ZOOM)

18 CLAUDIA R. TOBLER, ESQ. (ZOOM)

19 ZACHARY W. SINGER, ESQ. (ZOOM)

20

21

22

23

24

25

1

2 WHITE &amp; CASE LLP

3 Attorneys for Teva Pharmaceuticals USA, Inc. and Certain  
4 Affiliates

5 1221 Avenue of the Americas

6 New York, NY 10020

7

8 BY: LIVY MEZEI, ESQ. (ZOOM)

9

10

11 GILBERT LLP

12 Attorneys for UCC and FCR

13 700 Pennsylvania Avenue Southeast

14 Suite 400

15 Washington, DC 20003

16

17 BY: HEATHER FRAZIER, ESQ. (ZOOM)

18 EMILY GRIM, ESQ.

19 KAMI E. QUINN, ESQ. (ZOOM)

20 WILLIAM D. SWAIN, ESQ. (ZOOM)

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

WACHTELL, LIPTON, ROSEN & KATZ

Attorneys for Cardinal Health

51 West 52nd Street

New York, NY 10019

BY: ANGELA K. HERRING, ESQ. (ZOOM)

CHIESA SHAHINIAN & GIANTOMASI PC

Attorneys for Cardinal Health

105 Eisenhower Parkway

Roseland, NJ 07068

BY: TERRI J. FREEDMAN, ESQ. (ZOOM)

ALSTON & BIRD LLP

Attorneys for 1L Collateral Trustee

90 Park Avenue

New York, NY 10016

BY: DYLAN S. CASSIDY, ESQ. (ZOOM)

WILLIAM HAO, ESQ. (ZOOM)

1

2 LATHAM &amp; WATKINS LLP

3 Attorneys for Ind. Board of Directors of Parent

4 1271 Avenue of the Americas

5 New York, NY 10020

6

7 BY: SAFAA ALY, ESQ. (ZOOM)

8

9

10 KELLEY DRYE &amp; WARREN LLP

11 Attorneys for UMB Bank, National Association, as

12 Indentured Trustee

13 3 World Trade Center

14 175 Greenwich Street

15 New York, NY 10007

16

17 BY: CONNIE Y. CHOE, ESQ. (ZOOM)

18 KRISTIN ELLIOT, ESQ. (ZOOM)

19 ERIC R. WILSON, ESQ. (ZOOM)

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

WILMER CUTLER PICKERING HALE AND DORR LLP

Attorneys for Certain Insurers (Aspen, Hartford, et al.)

7 World Trade Center

New York, NY 10007

BY: PHILIP D. ANKER, ESQ. (ZOOM)

WILMER CUTLER PICKERING HALE AND DORR LLP

Attorneys for Wilmington Savings Fund Society, FSB

60 State Street

Boston, MA 02109

BY: BENJAMIN LOVELAND, ESQ. (ZOOM)

SHIPMAN & GOODWIN LLP

Attorneys for OptumRx, Inc.

One Constitution Plaza

Hartford, CT 06110

BY: ERIC GOLDSTEIN, ESQ. (ZOOM)

JAMES A. WELSH, ESQ. (ZOOM)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

CHOATE HALL & STEWART LLP

Attorneys for Liberty Mutual

2 International Place

Boston, MA 02110

BY: DOUGLAS R. GOODING, ESQ. (ZOOM)

JONATHAN D. MARSHALL, ESQ. (ZOOM)

ALEXANDRA THOMAS, ESQ. (ZOOM)

MCELROY, DEUTSCH, MULVANEY & CARPENTER LLP

Attorneys for The Hartford Fire Insurance Company

225 Liberty Street

36th Floor

New York, NY 100281

BY: NICOLE A. LEONARD, ESQ. (ZOOM)

1

2

WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP

3

Attorneys for Lloyds of London Insurance

4

1133 Westchester Ave

5

White Plains, NY 10604

6

7

BY: ERIC G. CHENG, ESQ. (ZOOM)

8

9

10

WALKER WILCOX MATOUSEK, LLP

11

Attorneys for UCB, Inc.

12

1001 McKinney Street

13

Suite 2000

14

Houston, TX 77002

15

16

BY: TONY L. DRAPER, ESQ. (ZOOM)

17

18

19

BENNETT JONES LLP

20

Attorneys for KSV Restructuring Inc.

21

100 King Street, West

22

Suite 3400

23

Toronto, ON M5X 1A4

24

25

BY: JOSHUA FOSTER, ESQ. (ZOOM)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

TUCKER ARENSBERG, P.C.

Attorneys for Thermo Fisher Entities

1500 One PPG Place

Pittsburgh, PA 15222

BY: BEVERLY WEISS MANNE, ESQ. (ZOOM)

HOGAN LOVELLS US LLP

Attorneys for Viatris Inc.

390 Madison Avenue

New York, NY 10017

BY: JENNIFER YOO-JEUNG LEE, ESQ. (ZOOM)

KATHERINE LYNN, ESQ. (ZOOM)

SHERRY J. MILLMAN, ESQ. (ZOOM)

1

2 HOGAN LOVELLS US LLP

3 Attorneys for Viatris Inc.

4 1999 Avenue of the Stars

5 Suite 1400

6 Los Angeles, CA 90067

7

8 BY: KAITLYN HITTELMAN, ESQ. (ZOOM)

9

10

11 COHEN, WEISS AND SIMON LLP

12 Attorneys for United Steelworkers

13 900 Third Avenue

14 Suite 2100

15 New York, NY 10022

16

17 BY: MATTHEW E. STOLZ, ESQ. (ZOOM)

18

19

20

21

22

23

24

25

1

2     ARNOLD &amp; PORTER KAYE SCHOLER LLP

3             Attorneys for Interested Party

4             70 West Madison

5             Suite 4200

6             Chicago, IL 60602

7

8     BY:     D. TYLER NURNBERG, ESQ. (ZOOM)

9             RYAN M. TROMBLEY, ESQ. (ZOOM)

10

11

12     CONNOLLY GALLAGHER LLP

13             Attorneys for Life Insurance Company of North America

14             1201 North Market Street

15             20th Floor

16             Wilmington, DE 19801

17

18     BY:     JEFFREY C. WISLER, ESQ. (ZOOM)

19

20

21

22

23

24

25

1

2 FREJKA PLLC

3 Attorneys for Frejka PLLC

4 415 East 52nd Street

5 Suite 3

6 New York, NY 10022

7

8 BY: ELISE S. FREJKA, ESQ. (ZOOM)

9

10

11 GLENN AGRE BERGMAN &amp; FUENTES LLP

12 1185 Avenue of the Americas

13 22nd Floor

14 New York, NY 10036

15

16 BY: ANDREW K. GLENN, ESQ. (ZOOM)

17 NAZHEN RAHMAN, ESQ. (ZOOM)

18

19

20

21

22

23

24

25

1

2 SIMPSON THACHER &amp; BARTLETT LLP

3 Attorneys for Administrative Agent

4 425 Lexington Ave

5 New York, NY 10017

6

7 BY: NICHOLAS BAKER, ESQ. (ZOOM)

8 DOV GOTTLIEB, ESQ. (ZOOM)

9 COLIN J. MANCHESTER, ESQ.

10 SANDEEP QUSBA, ESQ. (ZOOM)

11

12

13 POTTER ANDERSON &amp; CORROON LLP

14 Attorneys for Walmart

15 1313 N. Market Street

16 6th Floor

17 Wilmington, DE 19801

18

19 BY: LEVI AKKERMAN, ESQ. (ZOOM)

20 LAUREN HUBER, ESQ. (ZOOM)

21 R. STEPHEN MCNEIL, ESQ. (ZOOM)

22 JEREMY RYAN, ESQ. (ZOOM)

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

U.S. ATTORNEY'S OFFICE, S.D.N.Y

Attorneys for United States of America

86 Chambers Street

3rd Floor

New York, NY 10007

BY: PETER ARONOFF, ESQ.

JEAN-DAVID BARNEA, ESQ.

TARA SCHWARTZ, ESQ. (ZOOM)

COVINGTON & BURLING LLP

Attorneys for AstraZeneca / Merck

620 Eighth Avenue

New York, NY 10018

BY: MARTIN BEELER, ESQ. (ZOOM)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

DUANE MORRIS LLP

Attorneys for Chubb Companies

1540 Broadway

New York, NY 10036

BY: JESSICA RENEE KENNEY BONTEQUE, ESQ.

OFFICE OF THE ATTORNEY GENERAL, CALIFORNIA

Attorneys for the People of the State of California

300 South Spring Street

Suite 1702

Los Angeles, CA 90013

BY: MICHELLE M. BURKART, ESQ. (ZOOM)

THOMPSON BARNEY

Attorneys for Opioid Trust

2030 Kanawha Boulevard East

Charleston, WV 25311

BY: STEPHEN WUSSOW, ESQ. (ZOOM)

1

2 ANDREWS &amp; THORNTON

3 Attorneys for Opioid Trust

4 4701 Von Karman Avenue

5 Suite 300

6 Newport Beach, CA 92660

7

8 BY: SEAN HIGGINS, ESQ. (ZOOM)

9 ROBERT SIKO, ESQ. (ZOOM)

10 TAYLOR WALL, ESQ. (ZOOM)

11

12

13 LEVENFELD PEARLSTEIN, LLC

14 Attorneys for Opioid Trust

15 120 South Riverside Plaza

16 Suite 1800

17 Chicago, IL 60606

18

19 BY: HOWARD ISRAEL, ESQ. (ZOOM)

20 SEAN WILLIAMS, ESQ. (ZOOM)

21

22

23

24

25

1

2 ASK LLP

3 Attorneys for Opioid Trust

4 60 East 42nd Street

5 New York, NY 10165

6

7 BY: JENNIFER A. CHRISTIAN, ESQ. (ZOOM)

8

9

10 TAFT STETTINIUS &amp; HOLLISTER LLP

11 Attorneys for Opioid Trust

12 211 North Pennsylvania Street

13 Indianapolis, IN 46204

14

15 BY: MICHAEL P. O'NEIL, ESQ. (ZOOM)

16

17

18 CREADORE LAW FIRM

19 Attorneys for Opioid Trust

20 450 Seventh Avenue

21 Suite 1408

22 New York, NY 10123

23

24 BY: DONALD CREADORE, ESQ. (ZOOM)

25

1

2 THE RAWLINGS GROUP

3 Attorneys for Opioid Trust

4 1 Eden Parkway

5 La Grange, KY 40031

6

7 BY: MARK D. FISCHER, ESQ. (ZOOM)

8

9

10 HALPERIN BATTAGLIA BENZIJA, LLP

11 Attorneys for Opioid Trust

12 40 Wall Street

13 37th Floor

14 New York, NY 10005

15

16 BY: ALAN HALPERIN, ESQ. (ZOOM)

17

18

19 CLIFFORD LAW OFFICES

20 Attorneys for Opioid Trust

21 120 North LaSalle Street

22 36th Floor

23 Chicago, IL 60602

24

25 BY: SHANNON MCNULTY, ESQ. (ZOOM)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MEHRI & SKALET, PLLC  
Attorneys for Opioid Trust  
2000 K Street, Northwest  
Washington, DC 20006

BY: CYRUS MEHRI, ESQ. (ZOOM)

LAW OFFICES OF PAUL S. ROTHSTEIN, P.A.  
Attorneys for Opioid Trust  
626 Northeast First Street  
Gainesville, FL 32601

BY: PAUL ROTHSTEIN, ESQ. (ZOOM)

BORGES ASSOCIATES, LLC  
Attorneys for Pfizer Inc.  
575 Underhill Boulevard  
Suite 118  
Syosset, NY 11791

BY: SUE CHIN, ESQ. (ZOOM)

1

2 LOCKE LORD LLP

3 Attorneys for Henry Schein, Inc.

4 2200 Ross Avenue

5 Dallas, TX 75201

6

7 BY: NICHOLAS GRABER, ESQ. (ZOOM)

8

9

10 FORAN GLENNON PALANDECH PONZI &amp; RUDLOFF PC

11 Attorneys for Lexington Insurance

12 222 North LaSalle Street

13 Suite 1400

14 Chicago, IL 60601

15

16 BY: SUSAN GUMMOW, ESQ. (ZOOM)

17

18

19 FORAN GLENNON PALANDECH PONZI &amp; RUDLOFF PC

20 Attorneys for Lexington Insurance

21 700 17th Street

22 Suite 1350

23 Denver, CO 80202

24

25 BY: ANDREW PERRY, ESQ. (ZOOM)

1

2 FISHMAN FLANZ MELAND PAQUIN LLP

3 Attorneys for Quebec Plaintiff

4 1250 Rene-Levesque Boulevard, West

5 Suite 4100

6 Montreal, Quebec H3B 4W8, Canada

7

8 BY: BETLEHEM LALA ENDALE, ESQ. (ZOOM)

9 MARGO R. SIMINOVITCH, ESQ. (ZOOM)

10

11

12 PHILLIPS LYTTLE LLP

13 Attorneys for His Majesty the King in Right of the

14 Province of B

15 620 Eighth Avenue

16 New York, NY 10018

17

18 BY: NICKOLAS KARAVOLAS, ESQ. (ZOOM)

19

20

21

22

23

24

25

1

2 R3M LAW, LLP

3 Attorneys for Australian Mesh Claimants

4 335 Madison Avenue

5 9th Floor

6 New York, NY 10017

7

8 BY: HOWARD P. MAGALIFF, ESQ. (ZOOM)

9

10

11 FOX ROTHSCHILD LLP

12 Attorneys for Cornerstone Research Inc.

13 10250 Constellation Boulevard

14 Suite 900

15 Los Angeles, CA 90067

16

17 BY: KEITH C. OWENS, ESQ. (ZOOM)

18

19

20

21

22

23

24

25

1

2 SHAFFERMAN &amp; FELDMAN LLP

3 Attorneys for Jean-Francois Bourassa

4 137 Fifth Avenue

5 9th Floor

6 New York, NY 10010

7

8 BY: JOEL SHAFFERMAN, ESQ. (ZOOM)

9

10

11 BOND, SCHOENECK &amp; KING PLLC

12 Attorneys for The Research Foundation for the State

13 University of New York

14 One Lincoln Center

15 Syracuse, NY 13202

16

17 BY: SARA C. TEMES, ESQ. (ZOOM)

18

19

20

21

22

23

24

25

1

2 HAYNES AND BOONE, LLP

3 Attorneys for Strides Pharma, Inc. and Affiliates

4 1221 McKinney Street

5 Suite 4000

6 Houston, TX 77010

7

8 BY: DAVID TRAUSCH, ESQ. (ZOOM)

9

10

11 LITE DEPALMA GREENBERG &amp; AFANDAOR, LLC

12 Attorneys for Various Canadian Groups

13 570 Broad Street

14 Suite 1201

15 Newark, NJ 07102

16

17 BY: ALLEN J. UNDERWOOD, ESQ. (ZOOM)

18

19

20 CARTER LEDYARD &amp; MILBURN LLP

21 28 Liberty Street

22 41st Floor

23 New York, New York 10005

24

25 BY: AARON R. CAHN, ESQ. (ZOOM)

1

2 NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

3 1 State Street

4 New York, NY 10004

5

6 BY: AVERY EISLER, ESQ. (ZOOM)

7

8

9 WILLKIE FARR &amp; GALLAGHER LLP

10 787 Seventh Avenue

11 New York, NY 10019

12

13 BY: SHELLEY C. CHAPMAN, ESQ. (ZOOM)

14

15

16 MOSTYN LAW

17 3810 West Alabama Street

18 Houston, TX 77027

19

20 BY: CAROLINE MAIDA, ESQ. (ZOOM)

21

22

23

24

25

1

2 ALSO PRESENT:

3 TAREK AGUIZY, PJT Partners LP (ZOOM)

4 MICHAEL ATKINSON, Province LLC (ZOOM)

5 MARK BARBERIO, Endo International plc

6 ANDREW BENJAMIN, Houlihan Lokey (ZOOM)

7 ANATOLI BAUER, Shareholder (ZOOM)

8 JULIE BECKER, UMB Bank (ZOOM)

9 MARK T. BRADLEY, Endo International plc

10 MARK BUSCHMANN, PJT Partners LP

11 SUZY COLVIN (ZOOM)

12 JABRISKA COTTON, D. Miller Associates (ZOOM)

13 DAVID DIAZ, Computershare Trust Company, N.A. (ZOOM)

14 RAY DOMBROWSKI, Alvarez &amp; Marsal

15 NIKAN ANSARI ESFAHANI, Ducera Partners (ZOOM)

16 MEGAN FORD, Computershare Trust Company, N.A. (ZOOM)

17 LEO V. GAGION, ESQ., NYS Attorney General Office (ZOOM)

18 RICHARD M. GOLDMAN, ESQ., Kekst CNC (ZOOM)

19 TANGELA HAMILTON (ZOOM)

20 TAYLOR HARRISON, ION Group (ZOOM)

21 OLETTA A. HELMS (ZOOM)

22 YOUR JANG, Shareholder (ZOOM)

23 CHRISTOPHER J. KEARNS, Berkeley Research Group

24 RYAN KENNEDY, Wells Fargo Securities (ZOOM)

25 ANDRAS KERTESZ (ZOOM)

1

2 ALSO PRESENT (Cont'd):

3 THEODORE KIDWELL, JR. (ZOOM)

4 DIETRICH KNAUTH, Thomson Reuters (ZOOM)

5 JENNIFER LAPPE, LevFin Insights (ZOOM)

6 CHRISTOPHER LEE, Morgan Stanley (ZOOM)

7 CHI LIU (ZOOM)

8 JEFFREY A. MAINKA (ZOOM)

9 PERI NATHAN, Houlihan Lokey (ZOOM)

10 JOSH NEIFELD, Reorg

11 MATTHEW O'CONNEL, PJT Partners LP

12 ALEX ORCHOWSKI, Kroll, LLC

13 RUTH E. PACHMAN, ESQ. Kekst CNC (ZOOM)

14 ROBERT PINSENT, ESQ., Houlihan Lokey (ZOOM)

15 DR. STEPHANIE PLANCICH, NERA Economic Consulting

16 WILLIAM SCHATZ, CTC Alternative Strategies Ltd. (ZOOM)

17 GEORGE SCHULTZE, Schultze Asset Management (ZOOM)

18 IAN SILVERBRAND, Goldman Sachs (ZOOM)

19 MITCHELL SUSSMAN, Cowen and Company, LLC (ZOOM)

20 WILLIAM C. TRAENKLE (ZOOM)

21 GAVIN WILKINSON, UMB Bank (ZOOM)

22

23

24

25

1 P R O C E E D I N G S

2 THE COURT: All right. Good morning. I apologize for  
3 the delay getting started.

4 Mr. Leake, you'll get us started, please.

5 MR. LEAKE: Thank you, Your Honor. Good morning.  
6 Paul Leake from Skadden on behalf of the debtors. We're here  
7 today, Your Honor, on the debtors' motion to confirm its  
8 proposed plan of reorganization and to seek final approval of  
9 the disclosure statement in connection with that plan. We'd  
10 like to be as efficient as possible today. And as we discussed  
11 in the status conference, we're going to dispense with opening  
12 statements and go straight to the evidence.

13 Before we do that, though, I would like to just cover  
14 two matters. One is the status of the remaining objections,  
15 and two, to make some suggestions as to how we sequence the  
16 various matters today, obviously, all subject to whatever it is  
17 you want to do that would be different from that. So --

18 MR. LEAKE: You might not want to know that. I'm  
19 kidding, of course but --

20 MR. LEAKE: We will be flexible, Your Honor.

21 THE COURT: Okay.

22 MR. LEAKE: First, the status of the objections. The  
23 good news is that we're down to two objections, the Quebec  
24 plaintiff objection and the -- two sets of objections, the  
25 Quebec plaintiff objection and then the collection of pro se

1 objections, Your Honor. And that's pretty good for a case of  
2 this size.

3 So I'll go off -- I'll skip just for one second and  
4 say, I've done it before many times, but I want to thank our  
5 mediator Judge Chapman again. She was just extraordinary in  
6 this case and helped us get to where we are today.

7 If it's okay with you, I'm going to walk through the  
8 latest version of the summary chart that we prepared. We filed  
9 that last night at docket number 3868.

10 THE COURT: Do you have a copy --

11 MR. LEAKE: And I have a --

12 THE COURT: Do you have a copy of the --

13 MR. LEAKE: -- copy that I can hand --

14 THE COURT: Thank you.

15 MR. LEAKE: -- up to you, Your Honor.

16 THE COURT: Thank you very much. Okay. Got it.

17 MR. LEAKE: So Your Honor, this was attached to a  
18 notice -- as Exhibit C to a notice that also include our  
19 confirmation order. That's what the docket number 3868 is. We  
20 do have a blackline of the chart attached also to that notice,  
21 but I think it's easier to walk through, for these purposes, a  
22 clean copy.

23 THE COURT: All right.

24 MR. LEAKE: And bottom line, if you just focus on the  
25 status column on just the first two pages of this exhibit,

1 you'll see that we're at the point where only two of the  
2 matters are unresolved, and that would be category A, opioid  
3 claimant. That would be the Quebec plaintiff. And then  
4 category G, pro se objectors. So that collection of objections  
5 is unresolved.

6 Everything else in between has now been resolved. Let  
7 me just walk through them very quickly.

8 As to category B, insurers and the surety, that's  
9 Hartford is the surety objection, we have resolutions for all  
10 of those your honors and just requires additions to the  
11 confirmation order, which we will be prepared to go through.

12 As to the insurer objections, Ms. Ringer of Kramer  
13 Levin for the UCC will address those in particular in her  
14 remarks a little later on.

15 THE COURT: All right.

16 MR. LEAKE: Category C has been resolved before.

17 Category D, contract counterparties, let me just give  
18 you an update on those. For confirmation objection purposes,  
19 those are all resolved. We do have, as to Thermo, which is  
20 number 9, objection. We do have some remaining contract  
21 issues, so we've moved that to chart 2 at the back. But none  
22 of those issues and any of the issues on chart 2 are on for  
23 today, Your Honor.

24 THE COURT: Okay.

25 MR. LEAKE: And then as to category F, the mesh

1 claimant, we have also resolved that objection. We didn't need  
2 to make any changes to the confirmation order. We had a  
3 conversation with them, made some representations in email, and  
4 that would resolve the objection. Mr. Hagen will be prepared  
5 to walk through the changes to the confirmation order that  
6 reflect these resolutions, Your Honor, later on in the hearing.

7 And so to summarize, just to level set, we have two  
8 sets of objections, the Quebec plaintiffs and the pro se  
9 objector, on for today, Your Honor.

10 THE COURT: All right.

11 MR. LEAKE: Now, just the last thing I'd like to do is  
12 just walk through a few suggestions we have about sequencing  
13 the hearing, Your Honor. We filed an amended agenda for the  
14 hearing at docket 3869 last night. Could also hand up a copy  
15 of that if that would be helpful.

16 THE COURT: Well, oh, I have that in front of me.  
17 Thank you.

18 MR. LEAKE: Oh, you have that in front of you? Okay.  
19 And we have two matters on for the day. First one you see  
20 under uncontested matter number 1, that's the debtors' motion  
21 for authority to enter into a work letter related to its exit  
22 financing. That's uncontested, and we'll deal with that at the  
23 end of the hearing, is my suggestion.

24 THE COURT: Okay.

25 MR. LEAKE: And then as to the contested matter,

1 number 2, that is both confirmation of the debtors' plan as  
2 well as seeking final approval of the disclosure statement.

3 And so what I would suggest is that we take those in  
4 reverse order. Start with matter 2, and then go to matter 1.  
5 And if that works for you, let me give you my thoughts on what  
6 we would do with matter 2 and how we would approach it.

7 THE COURT: All right.

8 MR. LEAKE: And that is I think what we should do is  
9 we go first to the confirmation of the plan portion of matter  
10 2, and then we will end with the disclosure statement. And if  
11 that works for you, this is how I propose we proceed.

12 First, the debtors will go first to enter their  
13 evidence, both the witnesses and the exhibits.

14 THE COURT: All right.

15 MR. LEAKE: Based on last week's status conference, I  
16 don't expect there'll be any cross-examination of the debtors'  
17 witnesses or anybody's witnesses today. And that's what I got  
18 out of the status conference, at least as to those who did  
19 participate. Can't speak to the pro se objectors, but we'll  
20 see what happens when we get to that portion of the hearing.

21 Then next after the debtors, we'd go with the  
22 supporting parties putting their evidence in as well. That  
23 includes the UCC, the OCC, and the FCR. And we'll do it in  
24 that order. We can coordinate it so we can be efficient here  
25 and people know exactly when they're supposed to get up.

1           And that would be followed by submission of evidence  
2 by the objecting parties. I think that means, for today's  
3 purposes, Judge, the Quebec plaintiff. I'm not aware of any  
4 evidence that might be put in by the pro ses. But of course,  
5 again, we'll figure that out when we get there.

6           We would then move on to argument. So that was the  
7 easy part. We'll get the evidence in. Then, we'll move on to  
8 argument. And the debtors, of course, will go first with their  
9 arguments in favor of -- in support of confirmation. Three of  
10 my colleagues will cover that portion, Your Honor.

11           First, Mr. Hill is going to do a brief overview of the  
12 plan and the settlement and some of the key issues that we have  
13 all been discussing. Second, Ms. Hwang will go next with a  
14 update on the solicitation process. And then third, Mr. Jacob,  
15 who's going to do a walk through the key 1129 standards, he's  
16 going to focus on the key ones. He's absolutely prepared to  
17 talk to every single one of them, if you would like him to.

18           Then after that, we would hear from the supporting  
19 parties, including, in this order, the UCC, OCC, FCR, the 1Ls,  
20 the State AG executive committee, in that order first, and then  
21 any other supporting parties that would like to be heard.

22           And then we get to the objections, Your Honor. And I  
23 would suggest we go with the Quebec plaintiff objection first.  
24 They would go first, of course, with their objection, followed  
25 by the debtors and the OCC, again in that order. Depending on

1 what occurs, some of the other supporting parties may think  
2 they have to stand up and make comments, but what we've tried  
3 to do is just limit the number of parties addressing a subset  
4 of these issues. And hopefully, we can hold to that as much as  
5 possible. And then followed by the rebuttal, of course, from  
6 the Quebec plaintiffs.

7           And then we get to the pro se parties. On these  
8 objections, I suggest we take a little bit of a different  
9 approach, and obviously all subject to Your Honor. And that is  
10 I would suggest that debtors go first and try to summarize the  
11 collection of objections that you can glean from the various  
12 pieces of paper and objections and letters. Address those,  
13 respond to each, and then if you agree with that, we would hear  
14 from the pro se objectors after that.

15           Once they have gone, I would ask that the UCC and the  
16 OCC, the main supporting parties implicated by or with interest  
17 in the pro se objections, and again, depending, of course, on  
18 what is said, we may have other supporting parties who wish to  
19 speak, but those are the main two who would address the  
20 concerns of the pro se objections. And then follow last, of  
21 course, by the rebuttal of the pro se objectors, if any.

22           So that would conclude the confirmation portion of  
23 matter 2. Right after that, we would just briefly address the  
24 disclosure statement portion of it and do that really in just a  
25 few minutes, Your Honor. Once we conclude that, we'd move to

1 matter 1. That's uncontested. I expect that would be very,  
2 very short.

3 So that is the suggested plan. Hopefully, it works  
4 for you. To keep us on track, as long as also it works for  
5 you, I would be happy to stand up periodically and just remind  
6 people where we are in that progression and say who should go  
7 next.

8 THE COURT: All right.

9 MR. LEAKE: Do you have any questions for me, Your  
10 Honor, before we move on to evidence?

11 THE COURT: No, I don't. But let me just ask, is  
12 there anyone else would like to be heard with respect to the  
13 proposed approach for dealing with the matters that are before  
14 the Court today?

15 All right. There being no response and after  
16 considering what you have suggested, I think it's well taken,  
17 and I am prepared to move forward along the lines that you have  
18 just outlined.

19 MR. LEAKE: Great. Thank you, Your Honor. So with  
20 that, I would turn the podium over to my colleague Jason  
21 Liberia to begin the debtors' -- to present the debtors'  
22 evidence, Your Honor.

23 THE COURT: All right. Thank you.

24 MR. LIBERI: Good morning, Your Honor. Jason Liberi  
25 of Skadden, Arps for the debtors. As Mr. Leake mentioned, I

1 think our plan is to have all of the supporting parties and the  
2 objecting parties, which I think at this point is the Quebec  
3 plaintiff, submit their evidence before we go to argument. The  
4 debtors will go first.

5 Before I get into that, Your Honor, there is a  
6 stipulation that I'd like to read into the record. The  
7 supporting parties have agreed. Basically, in the event the  
8 plan is not confirmed, the parties agreed to a stip to prevent  
9 any future prejudice on account of the evidentiary record put  
10 in today. So it's a bit lengthy, but let me read this into the  
11 record, if I may.

12 THE COURT: You may.

13 MR. LIBERI: "In the event that the Court does not  
14 confirm the plan, including the applicable terms of  
15 the UCC resolution and the OCC resolution, then none  
16 of the debtors, the UCC, the OCC, the FCR, nor the ad  
17 hoc first lien group, each a nonprejudiced party, and  
18 any party formed as a result of the plan, a future  
19 party, shall be prejudiced in any way in connection  
20 with any future litigation concerning the debtors by  
21 the decision to, one, limit or forego the presentation  
22 of evidence or forgo cross-examination of any witness,  
23 or two, forego or not participate in any argument  
24 regarding such evidence during oral argument in each  
25 case in connection with this combined disclosure

1 statement and confirmation hearing.

2 "If confirmation of the plan, including the applicable  
3 terms of the UCC resolution and the OCC resolution, is  
4 reversed on appeal, then no nonprejudiced party or  
5 future party shall be prejudiced in any way in  
6 connection with any future proceeding based on the  
7 decision to, one, limit or forgo the presentation of  
8 evidence or forgo cross-examination of any witness, or  
9 two, forgo or not participate in any argument  
10 regarding such evidence during oral argument in each  
11 case in connection with this combined hearing.

12 "Nothing that occurs at this combined hearing,  
13 including with regard to the applicable terms of the  
14 UCC resolution and the OCC resolution, shall  
15 constitute or be deemed agreement or disagreement in  
16 any future proceeding or litigation by any  
17 nonprejudiced party or future party with any position  
18 taken or evidence offered or argument made at oral  
19 argument by any of -- by any other party at the  
20 combined hearing, provided that nothing herein shall  
21 operate to limit or reduce the binding nature of the  
22 plan, the plan supplement documents, the applicable  
23 terms of the UCC resolution and the OCC resolution,  
24 the confirmation order, and any related findings on  
25 any party.

1           "For the avoidance of doubt, all parties agree and  
2           acknowledge that the debtors, the UCC, the OCC, the ad  
3           hoc first lien group, and any public or private  
4           claimant that did not object to confirmation of the  
5           plan, including the applicable terms of the UCC  
6           resolution and the OCC resolution, is intended to be a  
7           nonprejudiced party."

8           That concludes the stipulation, Your Honor.

9           THE COURT: All right. Does anyone wish to be heard  
10          with respect to the stipulation?

11          Being no response, we put it in the record.

12          (Stipulation was hereby received into evidence as Debtors'  
13          Exhibit --, as of this date.)

14          MR. LIBERI: Judge, the debtors have five witnesses  
15          here today. They've all submitted declarations. They are all  
16          here in the courtroom, available for cross-examination. Happy  
17          to have them come up one at a time and be sworn in, if that's  
18          what you want to do.

19          THE COURT: Yes. What I'd like to do is I'd like you  
20          to have them sworn in. You'll just, you'll question them,  
21          they'll reaffirm what's in their declarations, and if anyone  
22          wants to cross-examine, we'll consider that.

23          MR. LIBERI: Sounds good. Your Honor --

24          THE COURT: Thank you.

25          MR. LIBERI: -- the debtors' first witness, we would

1 call Mark Barberio, Endo's chairman of the board of directors.

2 THE COURT: All right. Mr. Barberio. Head over to  
3 the witness box.

4 For the moment, just remain standing, please.

5 THE WITNESS: Sure.

6 THE CLERK: Thank you. Please raise your right hand.

7 (Witness sworn)

8 THE CLERK: Thank you.

9 THE COURT: Please be seated. Please state your name  
10 for the record.

11 THE WITNESS: My name is Mark Barberio, and I'm  
12 chairman of the board of Endo International.

13 THE COURT: Thank you.

14 Counsel.

15 DIRECT EXAMINATION

16 BY MR. LIBERI:

17 Q. Very good. Mr. Barberio, you should have a set of exhibit  
18 binders there in front of you. The one closest to you there,  
19 that's it. If you open that to Exhibit 1 --

20 MR. LIBERI: Judge, we're going to do this through the  
21 exhibit binder.

22 THE COURT: Yes.

23 MR. LIBERI: The debtors' exhibit binders is the  
24 easiest way to do this.

25 THE COURT: That's fine. Thank you.

1 Q. So Exhibit 1 in that binder, if you'll turn to it, let me  
2 know when you're there.

3 A. I am.

4 Q. Good. Mr. Barberio, do you recognize this document, which  
5 should be the declaration of Mark Barberio in support of  
6 confirmation of the third amended joint Chapter 11 plan of  
7 reorganization of Endo International plc and its affiliated  
8 debtors, docket number 3790?

9 A. I do.

10 Q. Okay. And you recognize that document as the declaration  
11 you submitted in support of confirmation of the debtors' plan?

12 A. Yes, I do.

13 Q. Did you review that declaration before it was submitted to  
14 the Court?

15 A. Yes.

16 Q. Sitting here today, is there anything in that declaration  
17 you'd like to correct?

18 A. No.

19 Q. This declaration is true and accurate to the best of your  
20 knowledge?

21 A. Yes, it is.

22 Q. All right. And would that testimony in your declaration  
23 be the same testimony you would give today if you were asked  
24 questions on a direct examination?

25 A. Yes.

## ENDO INTERNATIONAL PLC, et al.

60

1 MR. LIBERI: All right. Thank you, Mr. Barberio.

2 Your Honor, at this time, I'd like to move Mr.

3 Barberio's declaration into the evidentiary record, subject to  
4 cross-examination.

5 THE COURT: Does anyone wish to be heard?

6 Your request is granted. The declaration is admitted,  
7 Mr. Barberio's direct testimony in this matter.

8 (Declaration of Mr. Barberio was hereby received into  
9 evidence as Debtors' Exhibit --, as of this date.)

10 THE COURT: Is there anyone who'd like to cross-  
11 examine the witness?

12 All right. There being no response, there will be no  
13 cross-examination.

14 I don't have any questions for you. I want to thank  
15 you for coming. As far as I'm concerned (indiscernible)  
16 excused.

17 I'm sorry. As I said, as far as I'm concerned, the  
18 witness is done, and he is excused.

19 MR. BARBERIO: Okay. Thank you, Your Honor.

20 THE COURT: Thank you very much. Thank you for  
21 coming.

22 MR. LIBERI: Your Honor, the debtors' next witness  
23 will be Mark Bradley, the debtors' chief financial officer.

24 THE COURT: Thank you.

25 THE CLERK: (Indiscernible) please raise your right

1 hand.

2 (Witness sworn)

3 THE COURT: Please be seated. State your name for the  
4 record, please.

5 THE WITNESS: Mark Bradley, the chief financial  
6 officer of Endo Pharmaceuticals.

7 THE COURT: Thank you.

8 DIRECT EXAMINATION

9 BY MR. LIBERI:

10 Q. Mr. Bradley, you should have that same -- closest to you,  
11 that's correct, that exhibit binder there. It'll be Exhibit  
12 Number 4 in that binder, if you will. Let me know when you are  
13 there. That should be the declaration of Mark Bradley in  
14 support of confirmation of the third amended joint Chapter 11  
15 plan of reorganization of Endo plc and its affiliated debtors,  
16 docket number 3795; is that where you are?

17 A. It is.

18 Q. Great. Mr. Bradley, do you recognize that document as the  
19 declaration you submitted in support of confirmation?

20 A. I do.

21 Q. Did you review that declaration before it was submitted to  
22 the Court?

23 A. I did.

24 Q. Sitting here today, is there anything in the declaration  
25 that you would like to correct?

1 A. No.

2 Q. That declaration is true and accurate to the best of your  
3 knowledge?

4 A. It is.

5 Q. And would the testimony in that declaration be the same as  
6 the testimony you would give if you were giving a live direct  
7 exam?

8 A. It would.

9 MR. LIBERI: Okay. Thank you, Mr. Bradley.

10 Your Honor, at this time, I would like to move Mr.  
11 Bradley's declaration into the evidentiary record as his direct  
12 testimony, subject to cross-examination.

13 THE COURT: Is there anyone who'd like to be heard  
14 with respect to that request?

15 Being no response, the declaration is admitted as Mr.  
16 Bradley's direct testimony in this matter.

17 (Declaration of Mr. Bradley was hereby received into  
18 evidence as Debtors' Exhibit --, as of this date.)

19 THE COURT: Is there anyone who would like to cross-  
20 examine the witness?

21 All right. Being no response, there will be no cross-  
22 examination.

23 I don't have any questions for you, Mr. Bradley. Mr.  
24 Bradley, I thank you for coming and appearing here today. And  
25 as far as the Court is concerned, you're excused. Thank you

1 very much.

2 MR. BRADLEY: Thank you.

3 MR. LIBERI: Thank you, Your Honor. Our next witness  
4 will be Ray Dombrowski, Alvarez & Marsel, the debtors'  
5 financial advisors.

6 (Witness sworn)

7 THE CLERK: Thank you.

8 THE COURT: Please be seated, Mr. Dombrowski. State  
9 your name for the record.

10 THE WITNESS: Ray Dombrowski. I'm a managing director  
11 at Alvarez & Marsal. I've been the financial adviser to the  
12 Endo group of companies in this bankruptcy proceeding.

13 THE COURT: Thank you.

14 DIRECT EXAMINATION

15 BY MR. LIBERI:

16 Q. Mr. Dombrowski, in that binder you have in front of you,  
17 our debtors' exhibit binder, would you please turn to Exhibit  
18 Number 2? When you get there, it should be the declaration of  
19 Ray Dombrowski in support of confirmation of the third amended  
20 joint Chapter 11 plan of reorganization of Endo plc and its  
21 affiliated debtors, docket number 3791. Are you there?

22 A. I am.

23 Q. Great. Mr. Dombrowski, do you recognize that document as  
24 the declaration you submitted in support of confirmation of the  
25 debtors' plan?

1 A. I do.

2 Q. Did you review that declaration before it was submitted to  
3 the Court?

4 A. I did.

5 Q. Sitting here today, is there anything in that declaration  
6 you would like to correct?

7 A. No.

8 Q. That declaration is true and correct to the best of your  
9 knowledge?

10 A. It is.

11 Q. And testimony in that declaration would be the same as the  
12 testimony you would give here today if you were questioned?

13 A. It would be.

14 MR. LIBERI: Thank you, Mr. Dombrowski.

15 Your Honor, at this time, I would like to move Mr.  
16 Dombrowski's declaration into the evidentiary record as his  
17 direct testimony, subject to cross-examination.

18 THE COURT: Okay. Is there anyone who'd like to be  
19 heard with respect to that request?

20 Being no response, request is granted. Mr.  
21 Dombrowski's declaration is admitted as his direct testimony in  
22 this matter.

23 (Declaration of Mr. Dombrowski was hereby received into  
24 evidence as Debtors' Exhibit --, as of this date.)

25 THE COURT: The Court has no questions for Mr.

1 Dombrowski. Is there any party who would like to cross-examine  
2 the witness?

3 All right. There being no response, Mr. Dombrowski, I  
4 thank you for coming. You're excused.

5 MR. LIBERI: Thank you, Your Honor. The debtors' next  
6 witness will be Marc Buschman with PJT Partners.

7 (Witness sworn)

8 THE CLERK: Thank you.

9 THE COURT: Please be seated, Mr. Buschman, and state  
10 your name for the record.

11 THE WITNESS: Marc Buschman, partner at PJT Partners,  
12 investment banker to Endo.

13 THE COURT: Thank you.

14 DIRECT EXAMINATION

15 BY MR. LIBERI:

16 Q. Mr. Buschman, in the debtors' exhibit binder in front of  
17 you, if you would please turn to Exhibit Number 3, which should  
18 be the declaration of Marc Buschman in support of confirmation  
19 of the third amended joint Chapter 11 plan of Reorganization of  
20 Endo International plc and its affiliated debtors, docket  
21 number 3793. Are you there?

22 A. Yes, I am.

23 Q. Great. Mr. Buschman, do you recognize this document as  
24 the declaration you submitted in support of confirmation of the  
25 debtors' plan?

1 A. I do.

2 Q. Did you review that declaration before it was submitted to  
3 the Court?

4 A. I did.

5 Q. Sitting here today, is there anything in that declaration  
6 you would like to correct?

7 A. I do not.

8 Q. That declaration is true and accurate to the best of your  
9 knowledge?

10 A. Yes, it is.

11 Q. Would the testimony in that declaration be the same as  
12 your testimony if you were asked questions here today?

13 A. Yes, it would.

14 MR. LIBERI: Thank you, Mr. Buschman.

15 Your Honor, at this time, I'd like to move Mr.

16 Buschman's declaration into the evidentiary record as his  
17 direct testimony, subject to cross-examination.

18 THE COURT: Is there anyone who'd like to be heard  
19 with respect to that request?

20 There being no response, I will admit the declaration  
21 as the direct testimony in this matter.

22 (Declaration of Mr. Buschman was hereby received into  
23 evidence as Debtors' Exhibit --, as of this date.)

24 THE COURT: Is there anyone who would like to cross-  
25 examine the witness?

1           There being no response, the Court has no questions  
2 for the witness. Mr. Buschman, you're excused. Thank you for  
3 coming.

4           MR. LIBERI: Thank you, Your Honor. The debtors'  
5 final witness will be Alex Orchowski from Kroll, debtors'  
6 noticing and claims agent.

7           THE CLERK: Good morning. Raise your right hand.

8           (Witness sworn)

9           THE CLERK: Thank you.

10          THE COURT: Please be seated and state your name for  
11 the record.

12          THE WITNESS: My name is Alex Orchowski. I'm a  
13 director of solicitation for Kroll Restructuring  
14 Administration, the debtors' claims and noticing agent.

15          THE COURT: Thank you.

16          DIRECT EXAMINATION

17          BY MR. LIBERI:

18          Q. Mr. Orchowski, for you, I think at the far end of the  
19 witness table there will be your supplemental declaration.

20          MR. LIBERI: And Your Honor, we filed a supplemental  
21 declaration for Mr. Orchowski yesterday afternoon. I believe  
22 in your binder, it would be in volume 10 under tab M. That  
23 supplemental declaration supersedes his prior declaration, so  
24 we'll be moving into evidence.

25          THE COURT: All right. Give me one second.

1 MR. LIBERI: Sure.

2 THE COURT: All right. I'm there. Thank you.

3 Q. Great. Mr. Ostrowski, what you have in front of you  
4 should be the supplemental declaration of Alex Orchowski of  
5 Kroll Restructuring Administration, LLC regarding the  
6 solicitation of votes and tabulation of ballots cast on the  
7 second amended joint Chapter 11 plan of reorganization of Endo  
8 International plc and its affiliated debtors, docket number  
9 3859; is that where you are?

10 A. Yes.

11 Q. Great. Mr. Orchowski, do you recognize that document as  
12 the declaration you submitted in support of confirmation of the  
13 debtors' plan?

14 A. Yes, I do.

15 Q. Did you review that declaration before it was submitted to  
16 the Court?

17 A. Yes.

18 Q. Sitting here today, is there anything in that declaration  
19 that you would like to correct?

20 A. No.

21 Q. That declaration is true and accurate to the best of your  
22 knowledge?

23 A. Yes.

24 Q. And would the testimony in that declaration be the same as  
25 the testimony you would give here today if you were questioned?

1 A. Yes.

2 MR. LIBERI: Thank you, Mr. Orchowski.

3 Your Honor, at this time, we'd like to move into the  
4 evidentiary record the declaration of Mr. Orchowski as his  
5 direct testimony, subject to cross-examination.

6 THE COURT: Is there anyone who'd like to be heard  
7 with respect to that request?

8 Being no response, I will admit the declaration of Mr.  
9 Orchowski at ECF document 3859 as his direct testimony in this  
10 matter.

11 (Supplemental declaration of Mr. Orchowski was hereby  
12 received into evidence as Debtors' Exhibit --, as of this  
13 date.)

14 THE COURT: Is there anyone who'd like to cross-  
15 examine the witness?

16 All right. Being no response, there will be no cross-  
17 examination.

18 I do not have any questions for you, Mr. Orchowski.  
19 Thank you for coming. You are excused.

20 MR. ORCHOWSKI: Thank you, Your Honor.

21 MR. LIBERI: Thank you, Your Honor. That's the end  
22 of the debtors' witnesses here. I would at this time like to  
23 move into evidence the debtors' exhibits. If you have that  
24 exhibit binder in front of you, there's fourteen exhibits on  
25 the debtors' list.

1           There's effectively three buckets of exhibits. The  
2 first few numbers, 1 through 8, are declarations previously  
3 submitted in these cases, including the declarations that we  
4 addressed moments ago. The second bucket of exhibits comprise  
5 certain of the debtors' annual reports that have been filed  
6 with Securities and Exchange Commission. And the final bucket  
7 is a few of the debtors' monthly operating reports previously  
8 filed in these Chapter 11 cases.

9           The debtors previously solicited objections from the  
10 other litigating parties. And standing here now, I'm not aware  
11 that anyone has any objections. But we would like to move  
12 those exhibits into the evidentiary record.

13           THE COURT: Thank you.

14           Does anyone wish to be heard with respect to the  
15 request?

16           All right. There being no response, your request is  
17 granted. The exhibits are admitted into evidence in this  
18 matter.

19           (Various declarations were hereby received into evidence  
20 as Debtors' Exhibits 1 through 8, as of this date.)

21           (Debtors' annual reports filed with SEC and monthly  
22 operating reports were hereby received into evidence as  
23 Debtors' Exhibits 9 through 14, as of this date.)

24           MR. LIBERI: Thank you, Your Honor. I think that  
25 concludes the debtors' portion of the presentation. At this

1 point, I would transition the podium to counsel for the UCC for  
2 their evidentiary presentation.

3 THE COURT: Thank you.

4 MR. HAMERMAN: Good morning, Your Honor. Natan  
5 Hamerman from Kramer Levin Naftalis & Frankel for the official  
6 committee of unsecured creditors. We have with us Christopher  
7 J. Kearns, managing director and cohead of the Berkeley  
8 Research Group. Happy to have him take the witness stand if  
9 that's what you'd like.

10 THE COURT: Yes, please.

11 MR. HAMERMAN: And --

12 THE COURT: I'd like to go in the same way we just  
13 worked through with the debtors' witnesses.

14 MR. HAMERMAN: That sounds good.

15 THE COURT: All right.

16 MR. HAMERMAN: Your Honor, we'll do that. While the  
17 witness is taking his seat, I just want to make sure that Your  
18 Honor has a copy that we submitted to chambers, a copy of the  
19 declaration and the exhibits. If not, I have additional  
20 copies.

21 THE COURT: Yes. No, no. Well, you can hand it up if  
22 you have that. That'd be fine. Thank you. Thanks very much.

23 THE CLERK: Please raise your right hand.

24 (Witness sworn)

25 THE COURT: Mr. Kearns, please be seated and state

1 your name for the record.

2 THE WITNESS: Good morning, Your Honor. Christopher  
3 Kearns, managing director, cohead of corporate finance at  
4 Berkeley Research Group, financial advisor to the official  
5 committee of unsecured creditors in these cases.

6 THE COURT: Thank you.  
7 Counsel.

8 MR. HAMERMAN: Thank you, Judge.

9 DIRECT EXAMINATION

10 BY MR. HAMERMAN:

11 Q. Mr. Kearns, you have before you a binder of documents.  
12 I'd ask you to turn to tab 5 in that binder. Ask you if you  
13 recognize that as the declaration of Chris Kearns in support of  
14 confirmation of the plan of reorganization, docket number 3792?

15 A. Yes, it is.

16 Q. And behind that, there should be two tabs, A and B, which  
17 were the exhibits to that declaration?

18 A. Yes.

19 Q. Okay. Do you recognize the declaration as the declaration  
20 you submitted in this matter in support of confirmation of the  
21 plan?

22 A. Yes.

23 Q. Did you review that submission before it was given to the  
24 Court?

25 A. I did.

1 Q. And sitting here today, do you believe that you have  
2 anything to correct in that declaration?

3 A. I do not.

4 Q. And to the best of your knowledge, is the declaration true  
5 and accurate?

6 A. Yes, it is.

7 Q. If you testified today, sir, will you testify consistently  
8 with that declaration?

9 A. Yes.

10 MR. HAMERMAN: Thank you.

11 Judge, at this time, I would ask for admission of Mr.  
12 Kearns' declaration, docket number 3792.

13 THE COURT: Is there anyone who would like to be heard  
14 with respect to that request?

15 All right. There being no response, Mr. Kearns'  
16 declaration is admitted as his direct testimony in this matter.

17 (Declaration of Mr. Kearns was hereby received into  
18 evidence as Official Committee of Unsecured Creditors'  
19 Exhibit --, as of this date.)

20 THE COURT: Is there anyone who would like to cross-  
21 examine the witness?

22 Being no response, there will be no cross-examination  
23 of the witness. I've had an opportunity to review the  
24 declaration. I don't have any questions for you, Mr. Kearns.  
25 I thank you for coming. You are excused.

1 MR. KEARNS: Thank you, Your Honor.

2 MR. HAMERMAN: Your Honor, and also at this time, I'd  
3 like to ask for admission into evidence of the exhibits to Mr.  
4 Kearns' declaration, which are Exhibit A and Exhibit B to  
5 docket number 3792. So far as we have heard, there are no  
6 objections to these submissions.

7 THE COURT: All right. A is his declaration, an  
8 earlier-filed declaration, and B is the declaration of Mr.  
9 Kearns; is that right?

10 MR. HAMERMAN: That's correct.

11 THE COURT: Is there anyone would like to be heard  
12 with respect to this?

13 All right. There being no response, your request is  
14 granted.

15 (Exhibits A and B to Mr. Kearns' declaration were hereby  
16 received into evidence as Official Committee of Unsecured  
17 Creditors' Exhibits --, as of this date.)

18 MR. HAMERMAN: Thank you, Judge.

19 THE COURT: Thank you.

20 MR. HAMERMAN: Nothing further from us --

21 THE COURT: All right. Thank you.

22 MR. HAMERMAN: -- at this time.

23 THE COURT: All right. Thank you.

24 MR. HAMERMAN: I believe the OCC is up next.

25 THE COURT: All right.

1 MR. HURLEY: Good morning, Your Honor.

2 THE COURT: Good morning.

3 MR. HURLEY: Mitch Hurley with Akin Gump Strauss Hauer  
4 & Feld on behalf of the official committee of opioid claimants.  
5 Your Honor, the OCC this morning has one witness and several  
6 exhibits would like to offer in evidence.

7 THE COURT: Okay.

8 MR. HURLEY: I'd like to begin with the witness. Our  
9 witness is appearing via Zoom, Your Honor. It's Michael  
10 Atkinson.

11 THE COURT: All right. That's fine.

12 Mr. Atkinson, would you state your name for the  
13 record, please?

14 MR. ATKINSON: Sure. Good morning, Your Honor.  
15 Michael Atkinson. I'm a financial advisor for the OCC in this  
16 case. I work for Province Firm, and I'm a principal of that  
17 firm.

18 THE COURT: Thank you very much.

19 THE CLERK: All right. Mr. Atkinson, can raise your  
20 right hand?

21 (Witness sworn)

22 THE CLERK: Thank you.

23 THE COURT: All right. Thank you.  
24 Counsel.

25 MR. HURLEY: Your Honor, before we get going here, I

1 know we sent down to your chambers earlier the documents we're  
2 about to refer to, but if I could approach, I have copies.

3 THE COURT: That'd be fine. Thank you very much.  
4 Thank you.

5 DIRECT EXAMINATION

6 BY MR. HURLEY:

7 Q. Good morning, Mr. Atkinson. Do you have a declaration in  
8 front of you, sir?

9 A. I do.

10 Q. Okay. And can you identify the declaration as the  
11 declaration of Michael Atkinson in support of the statement of  
12 the official committee of opioid claimants in support of the  
13 confirmation of the third amended joint Chapter 11 plan of  
14 reorganization of Endo International plc and its affiliated  
15 debtors and in response to certain objections thereto?

16 A. Yes, that's what I have.

17 Q. Thank you. And for the record, that's at docket 3786.

18 A. Yes.

19 Q. Mr. Atkinson, first of all, do you recognize this as the  
20 declaration you submitted in support of confirmation in these  
21 cases?

22 A. Yes, I do.

23 Q. Okay. And did you review this declaration before you  
24 submitted it?

25 A. I did.

1 Q. Okay. Would you please turn to the final page of your  
2 declaration, right above where your signature appears?

3 A. Okay.

4 Q. And you see where it says, "the foregoing is true and  
5 correct to the best of my knowledge, information, and belief"?

6 A. Yes.

7 Q. And at the time you submitted this declaration, sir, was  
8 it accurate that the contents of the declaration was true and  
9 correct to the best of your knowledge, information, and belief?

10 A. Yes, it was true at the time.

11 Q. And is that accurate as you sit here today?

12 A. It is still accurate.

13 Q. Okay. Any corrections or changes you wish to make to your  
14 declaration, sir?

15 A. No.

16 MR. HURLEY: Okay. Your Honor, the OCC respectfully  
17 offers the declaration of Michael Atkinson into evidence.

18 THE COURT: Is there anyone who would like to be heard  
19 with respect to that request?

20 All right. There being no response, Mr. Atkinson's  
21 declaration is admitted as his direct testimony in this matter.

22 (Declaration of Mr. Atkinson was hereby received into  
23 evidence as Official Committee of Opioid Claimants' Exhibit --,  
24 as of this date.)

25 THE COURT: Is there anyone who would like to cross-

1 examine the witness?

2 All right. There being no response, there will be no  
3 cross-examination of Mr. Atkinson. I've had an opportunity to  
4 review Mr. Atkinson's declaration. I don't have any questions  
5 for him.

6 So Mr. Atkinson, I thank you for appearing here. And  
7 you are excused. Thank you.

8 MR. ATKINSON: Thank you, Your Honor. Thank you for  
9 allowing me to appear remotely.

10 THE COURT: That's fine.

11 MR. ATKINSON: I appreciate it.

12 THE COURT: No, thank you.

13 Counsel.

14 MR. HURLEY: If I may, Your Honor, I'd turn to the  
15 exhibit list.

16 THE COURT: Yes.

17 MR. HURLEY: The OCC delivered a copy of its exhibit  
18 list to chambers, I believe, last week on Friday and has  
19 providing a copy to all the parties. We did not receive any  
20 objections. The exhibits are Exhibits 1 through 19 on that  
21 list. And the OCC would offer those respectfully into  
22 evidence.

23 THE COURT: There anyone who would like to be heard  
24 with respect to that request?

25 There being no response, those exhibits are admitted

1 into evidence.

2 (Various documents were hereby received into evidence as  
3 Official Committee of Opioid Claimants' Exhibits 1 through 19,  
4 as of this date.)

5 MR. HURLEY: That's all, Your Honor. Thank you.

6 THE COURT: Thank you very much.

7 MR. NEIBURG: Morning, Your Honor.

8 THE COURT: Morning.

9 MR. NEIBURG: Michael Neiburg from Young Conaway  
10 Stargatt & Taylor on behalf of the court-appointed future  
11 claimants representative. Your Honor, the FCR has one witness,  
12 Mr. Roger Frankel, in his capacity as the court-appointed  
13 future claimants representative in these cases. And we  
14 submitted a declaration I think Your Honor has, but I do have  
15 additional copies.

16 THE COURT: No, I have it. I have it in front of me.

17 MR. NEIBURG: All right.

18 THE COURT: Thank you.

19 MR. NEIBURG: May I put one on the witness stand, Your  
20 Honor?

21 THE COURT: You can. Please, go ahead.

22 MR. NEIBURG: All right.

23 (Witness sworn)

24 THE CLERK: Thank you.

25 THE COURT: Please be seated, Mr. Frankel, and state

1 your name for the record.

2 THE WITNESS: Roger Frankel. I'm the court-appointed  
3 future claims representative in this case.

4 THE COURT: Thank you.  
5 Counsel.

6 MR. NEIBURG: Thank you, Your Honor.

7 DIRECT EXAMINATION

8 BY MR. NEIBURG:

9 Q. Mr. Frankel, is the document that I placed before you the  
10 declaration of the future claimants representative in support  
11 of debtors' motion for an order approving the purchase and sale  
12 agreement --

13 MR. NEIBURG: Oh, wait. Your Honor, it's the wrong  
14 one.

15 THE COURT: Oh, yeah, I was going to say.

16 MR. NEIBURG: I'm sorry. I apologize, Your Honor.

17 THE COURT: It's all right.

18 Q. Declaration of the future claimants representative in  
19 support of confirmation of the third amended joint Chapter 11  
20 plan of reorganization of Endo International plc and its  
21 affiliated debtors under Chapter 11 of the Bankruptcy Code,  
22 with docket number 3794?

23 A. Yes.

24 Q. And Mr. Frankel, do you recognize this document as the  
25 declaration you submitted as FCR in support of the plan?

1 A. Yes, I do.

2 Q. And did you review the declaration before it was submitted  
3 to the Court?

4 A. Yes.

5 Q. Is there anything in the declaration that you would like  
6 to correct as you sit here today?

7 A. No.

8 Q. Is your declaration true and correct to the best of your  
9 knowledge?

10 A. Yes, it is.

11 Q. Is the testimony in your declaration the same as it would  
12 be as if you were called for live direct testimony in the  
13 courtroom today?

14 A. Yes.

15 MR. NEIBURG: Your Honor, at this time, subject to any  
16 questions, we'd like to seek the admission of the declaration  
17 of FCR.

18 THE COURT: Does anyone wish to be heard with respect  
19 to the request?

20 All right. There being no response, the declaration  
21 of Mr. Frankel will be admitted as his direct testimony in this  
22 matter.

23 (Declaration of Mr. Frankel was hereby received into  
24 evidence as Future Claimants Representative's Exhibit --, as of  
25 this date.)

1 THE COURT: Is there anyone who would like to cross-  
2 examine the witness?

3 THE COURT: All right. There's no response. There'll  
4 be no cross-examination of Mr. Frankel.

5 I've had an opportunity to review your declaration,  
6 Mr. Frankel. I don't have any questions for you. So I thank  
7 you for coming, and you are excused.

8 MR. FRANKEL: Thank you, Your Honor.

9 THE COURT: Thank you.

10 MR. NEIBURG: Thank you, Your Honor. The declaration  
11 was the sole exhibit on the FCR's exhibit list. So other than  
12 the documents that were admitted by the other plan supporters,  
13 we have no further exhibits to admit.

14 THE COURT: Thank you very much.

15 MR. NEIBURG: Thank you, Your Honor.

16 THE COURT: All right. Very good.

17 MR. LEAKE: Paul Leake from Skadden on behalf of the  
18 debtors, Your Honor. I believe that should do it for the  
19 supporting parties' evidentiary presentations, though I will  
20 pause and give any other supporting party a chance to speak up  
21 if I have that wrong.

22 THE COURT: All right. There's no response.

23 MR. LEAKE: So I'd like to hand the podium over to  
24 counsel for the Quebec plaintiff to submit their evidence.

25 THE COURT: All right. Thank you.

1 Is counsel for the Quebec plaintiffs in the courtroom?

2 MR. SHAFFERMAN: Yes, Your Honor. Joel Shafferman on  
3 Zoom. And my cocounsel is on the Zoom. And Ms. Endale should  
4 be joining on the Zoom as our witness for the declaration that  
5 we would like to offer into evidence for the Quebec plaintiff's  
6 counsel, and she is there. And we ask Your Honor if we could  
7 allow them to appear by Zoom as a witness. We would offer the  
8 declaration that was submitted to the Court into -- request  
9 that it be offered into evidence.

10 Ms. Endale, are you prepared?

11 If I may proceed, Your Honor.

12 THE COURT: Oh, well, just a sec. All right. So you  
13 want to proceed and offer that declaration as the direct  
14 testimony on behalf of --

15 MR. SHAFFERMAN: Correct.

16 THE COURT: Excuse me, on behalf of the Quebec  
17 plaintiff in this matter; that right?

18 MR. SHAFFERMAN: That's correct, Your Honor.

19 THE COURT: All right. So why don't you make that  
20 offer? You want to (indiscernible) --

21 MR. SHAFFERMAN: Thank you, Judge.

22 THE COURT: Okay.

23 MR. SHAFFERMAN: Again, plaintiff's witness will be  
24 Betlehem L. Endale.

25 Ms. Endale, do you solemnly swear or affirm --

1 THE COURT: No, no, no, no. Wait, wait.

2 MS. HWANG: -- that what you --

3 THE COURT: Whoa, whoa, whoa. Hold it. Hold it.  
4 Getting a little ahead of yourself. What we need --

5 MR. SHAFFERMAN: I'm sorry, Hudge.

6 THE COURT: -- to do is this. Why don't you -- what  
7 you'd like to do is you'd like to admit that declaration into  
8 evidence as her direct testimony; is that right?

9 MR. SHAFFERMAN: That's correct. We'd like to admit  
10 it as direct testimony as a fact witness, as we agreed to,  
11 though, but not as a legal expert and (indiscernible) --

12 THE COURT: Okay. That's fine. Now, and Ms. Endale,  
13 are you there? Where are you?

14 MS. ENDALE: I'm here.

15 THE COURT: I'm sorry. Could you --

16 MS. ENDALE: Can you hear me?

17 THE COURT: Now I can, yes. And I can now see you  
18 much better.

19 Okay. Jonathan.

20 MR. SHAFFERMAN: Thank you, Judge.

21 THE CLERK: Sorry. Please raise your right hand, the  
22 witness.

23 THE COURT: Ms. Endale, what we're doing here --

24 MS. ENDALE: Yes. We can (indiscernible) --

25 THE CLERK: Okay.

1 MS. ENDALE: Can you hear me now?

2 THE CLERK: Yes. There's a slight delay.

3 (Witness sworn)

4 THE COURT: Thank you. All right.

5 Mr. Shafferman.

6 MR. SHAFFERMAN: Thank you. Thank you, Judge.

7 DIRECT EXAMINATION

8 BY MR. SHAFFERMAN:

9 Q. Ms. Endale, you have before you the declaration of  
10 Betlehem L. Endale in support of the opposition of the -- we'll  
11 describe them as the Quebec plaintiffs to confirmation of the  
12 third amended plan; is that correct?

13 A. Yes, it -- yes, it is.

14 MR. SHAFFERMAN: And it is at docket number, Your  
15 Honor, 3711.

16 A. (Indiscernible).

17 Q. Ms. Endale, do you recognize the declaration before you as  
18 what you submitted to the Court?

19 A. Yes, I do.

20 Q. Did you review the declaration prior to submitting it to  
21 the Court?

22 A. Yes, I did.

23 Q. At the time you submitted the declaration to the Court,  
24 was it true and accurate and correct to the best of your  
25 knowledge?

1 A. Yes, it is.

2 Q. Sitting where you are today, is there anything that you  
3 would like to change in your declaration?

4 A. The only thing I would like to add because of information  
5 that came to our attention on March 15th is the number of  
6 claimants that filed proof of claim by Quebeckers --

7 THE COURT: Excuse me. I'm having trouble hearing you  
8 here.

9 Is anyone else having --

10 THE WITNESS: I'm trying to --

11 THE COURT: Yeah.

12 THE WITNESS: I'm trying to put the volume on.

13 A. The only change I would make is to paragraph 38 of my  
14 declaration. I will wait until we go there.

15 THE COURT: All right. One second. Okay. I'm there.

16 Is everybody else --

17 THE WITNESS: Are you there?

18 THE COURT: Wait, wait. Wait, hold on one second,  
19 please.

20 THE WITNESS: Yes.

21 THE COURT: All right.

22 THE WITNESS: Okay.

23 THE COURT: Go ahead, please.

24 THE WITNESS: Sure.

25 THE COURT: Thank you.

1 A. In there, we -- I had indicated less than 200 proofs of  
2 claim were filed by Canadians. But recently, I had requested  
3 for more specific number for Quebeckers who from Quebec who had  
4 filed proofs of claim. And I was informed by debtors' counsel  
5 nineteen claims were filed. That's the only change I would  
6 make. From Quebec, nineteen claimants have filed from Quebec.

7 THE COURT: All right. Thank you. Thank you.

8 Mr. Shafferman.

9 MR. SHAFFERMAN: Thank you, Judge.

10 Q. Ms. Endale, except for your statement that you just made,  
11 would your testimony otherwise be consistent with that which is  
12 set forth in the declaration at 3711 in the case?

13 A. Yes.

14 MR. SHAFFERMAN: Your Honor, we move that Ms. Endale's  
15 declaration be admitted as her direct testimony as a fact  
16 witness, not a legal expert, subject to cross-examination?

17 THE COURT: All right. Is there anyone who'd like to  
18 be heard with respect to that request?

19 All right. Your request is granted. We are admitting  
20 the declaration of Ms. Endale, ECF document 3711, as her direct  
21 testimony as corrected or modified with respect to paragraph 38  
22 in this case.

23 (Declaration of Ms. Endale was hereby received into  
24 evidence as Quebec Plaintiff's Exhibit --, as of this date.)

25 THE COURT: Is there anyone who would like to cross-

1 examine the witness?

2 All right. There being no response, there will be no  
3 cross-examination of the witness.

4 I don't have any questions --

5 MR. SHAFFERMAN: Your Honor.

6 THE COURT: I'm sorry.

7 MR. SHAFFERMAN: Your Honor, one other point. I  
8 wanted to also move for admission of the documents attached --

9 THE COURT: All right. But wait a minute.

10 MR. SHAFFERMAN: -- to the declaration as admitted  
11 into evidence.

12 THE COURT: Let's get the declaration in first. Okay.

13 MR. SHAFFERMAN: Sorry. Sorry, Your Honor.

14 THE COURT: So I'll get her declaration in, and where  
15 I was going is to say that I don't have any questions. So  
16 we'll admit that declaration into evidence. Now, do you  
17 want --

18 MR. SHAFFERMAN: Okay.

19 THE COURT: -- to focus now on the exhibits on the --

20 MR. SHAFFERMAN: Yes.

21 THE COURT: Okay.

22 MR. SHAFFERMAN: And we conferred with other counsel,  
23 and I believe there were no objections. And we move for  
24 admission of the documents attached to the declaration as being  
25 admitted into evidence as well.

1 THE COURT: All right. Does anyone wish to be heard  
2 with respect to that request?

3 Being no response, your request is granted. So the  
4 declaration, as corrected by Ms. Endale in court today,  
5 together with the exhibits, are admitted into evidence as Ms.  
6 Endale's direct testimony in this matter. Okay.

7 (Various documents attached to declaration of Ms. Endale  
8 were hereby received into evidence as Quebec Plaintiff's  
9 Exhibits --, as of this date.)

10 MR. SHAFFERMAN: Thank you.

11 THE COURT: Great.

12 MR. SHAFFERMAN: Thank you.

13 THE COURT: Thank you. Now, you have no other  
14 evidence that the -- I should say the Quebec plaintiff has no  
15 additional evidence to be admitted in this matter, to be  
16 considered in this matter?

17 MR. SHAFFERMAN: No, Your Honor. And when the time is  
18 appropriate, my cocounsel Margo Siminovitch will be making the  
19 oral argument.

20 THE COURT: All right. But in any event, we're  
21 talking about now just the evidentiary portion of our hearing.  
22 As I understand it, you have no additional evidence to offer.

23 I have heard from all of the other parties. We have  
24 admitted the exhibits in evidence. We admitted the  
25 declarations as direct testimony. The evidentiary aspect of

1 this hearing, Mr. Leake, unless there's anything else that we  
2 need to address, is complete, and the record is closed.

3 MR. LEAKE: The only the only thing I would say, Your  
4 Honor, is I was going to just pause and say if anybody else  
5 want to proffer any evidence.

6 THE COURT: Fair enough.

7 Is there anyone else in the court or appearing  
8 remotely like to be heard with respect to the scope of the  
9 matters in evidence here today for this confirmation hearing?

10 All right. There being no response, now I do close  
11 the record, and we can move forward with argument.

12 MR. LEAKE: Thank you, Your Honor. That's exactly  
13 what we'll do.

14 THE COURT: Thank you very much.

15 MR. LEAKE: And I will turn the podium over to my  
16 colleague Mr. Hill. As I said earlier, he's going to cover an  
17 overview of the plan, the various settlements in the plan, and  
18 some of the key components.

19 THE COURT: All right. Thank you.

20 MR. HILL: Good morning, Your Honor.

21 THE COURT: Good morning, Mr. Hill.

22 MR. HILL: For the record, this is Evan Hill of  
23 Skadden, Arps for the debtors. If it pleases the Court, I will  
24 make a few preliminary remarks as we start the argument phase  
25 of the hearing, and then I'll present a summary in summary form

1 some of the key elements of the debtors' plan of  
2 reorganization.

3 THE COURT: All right. Thank you.

4 MR. HILL: Your Honor, the plan provides the debtors'  
5 business with a true fresh start. The plan deleverages the  
6 debtors' balance sheet by approximately five and a half billion  
7 dollars. It discharges thousands of products liability in  
8 other lawsuits. Thousands of jobs will be preserved through  
9 this plan.

10 The carefully constructed plan is the product -- also  
11 delivers enormous value to the debtors' creditors. Their first  
12 lien creditors, for instance, will substantially own the  
13 business post-emergence. From unsecured creditors'  
14 perspective, over 640 million dollars are anticipated to be  
15 made on the effective date of the plan alone. In addition, the  
16 plan provides that the business will continue to comply with a  
17 voluntary operating injunction that the debtors have complied  
18 with over the course of this Chapter 11 case.

19 Given these achievements, it's no surprise that the  
20 plan has near-unanimous creditor support. Every class of  
21 creditors that voted on this plan overwhelmingly voted to  
22 accept. Each class approved this plan by nearly ninety-nine  
23 percent.

24 In terms of the debtors' key stakeholders, their  
25 support from the unsecured creditors committee, the opioid

1 claimant committee, the future claimants representative, the ad  
2 hoc first lien group, the U.S. government, the multi-state  
3 executive committee, a group of Canadian provinces, and an ad  
4 hoc group of public schools. And importantly, the U.S. Trustee  
5 has not objected to any aspect of this plan.

6 This outcome is a major testament to the tireless and  
7 good faith efforts of all the parties to get here, and I echo  
8 Mr. Leake's comments at the beginning of the hearing that much  
9 of that is due to the hard work of Judge Chapman as the  
10 mediator in this case.

11 Now, Your Honor, moving on to the plan and just a  
12 logistical point, we do have a PowerPoint presentation that we  
13 can use to guide a portion of the plan summary. We do have a  
14 colleague on the line, Todd Frank from Skadden, Arps, who I  
15 believe would just need to be granted sharing privileges in  
16 order to project the PowerPoint.

17 THE COURT: All right. I think Ms. Rodriguez would be  
18 able to do that. She tells me it's done.

19 MR. HILL: Perfect. Thank you, Your Honor.

20 THE COURT: All right. Do you have some slides for  
21 me, anything that I can look at on paper or --

22 MR. HILL: Sure. We'll follow along with the slides  
23 here, but we can hand a copy to Your Honor as well.

24 THE COURT: Would be helpful.

25 MR. HILL: May I approach?

1 THE COURT: Yes, please. Thank you. Great. Thank  
2 you very much.

3 MR. HILL: Your Honor, at its core, the plan  
4 contemplates a going concern sale of Endo's business to newly  
5 formed purchaser entities. This slide shows the pre-emergence  
6 and post-emergence organizational chart of the business in  
7 summary form.

8 Looking at the right side of the chart, the color  
9 coordinates essentially identify which entities will be newly  
10 formed purchaser entities. The green entities towards the top  
11 of the page will be newly formed. There will be a combination  
12 of holding entities as well as operating entities. There are  
13 some of the existing debtors and nondebtor affiliates that will  
14 transfer over into the new purchaser organizational structure.

15 The sale will be governed by a purchase and sale  
16 agreement, a form of which has been filed --

17 THE COURT: I'm sorry, just one second.

18 MR. HILL: Yes, Your Honor.

19 THE COURT: So the debtor entities that are moving  
20 over, they're shaded in the -- oh, okay. They're in the clear  
21 boxes, and the nondebtors are in the reddish-colored boxes,  
22 right?

23 MR. HILL: That's right, Your Honor.

24 THE COURT: Thank you.

25 MR. HILL: The white entities and that kind of

1 reddish-pink colored entities exist in our current  
2 organizational chart structure today, and they will transfer  
3 over as part of the sale.

4 THE COURT: Right. And the remaining debtors will be  
5 dealt with -- are being dealt with under the plan, but  
6 essentially will be eventually wound down; is that --

7 MR. HILL: Eventually they will, Your Honor.

8 THE COURT: Right. Okay.

9 MR. HILL: Yes. They will have some functions to  
10 perform post-emergence. There will be a plan administrator put  
11 into place to oversee that process. But once those functions  
12 have been performed, ultimately, they were expected to wind-  
13 down.

14 THE COURT: All right. Thank you.

15 MR. HILL: The sale transaction will be implemented  
16 through the purchase and sale agreement, the form of which has  
17 been filed with the plan supplement at docket number 3802.

18 Now, the asset transfers under the PSA would be free  
19 and clear of liens and interest, and the reorganized entities  
20 would have the benefit of the discharge provisions under the  
21 plan. This transaction will result in a significantly  
22 simplified capital structure and liability profile.

23 This slide simply shows the post-emergence equity  
24 ownership, which is substantially owned by the first lien  
25 creditors, as well as a portion owned by the GUC trust that

1 will be set up as part of the UCC resolution. And from a  
2 capital structure debt standpoint, you can see on the slide the  
3 significantly deleveraged debt load that the purchaser entities  
4 will have post-emergence.

5 Now, in addition to the sale, the plan will implement  
6 numerous highly negotiated resolutions reached with the  
7 debtors' key stakeholders. Now, this slide contains a lot of  
8 information. I will go through it efficiently and quickly, but  
9 the purpose here is to provide Your Honor with an overview of  
10 the different resolutions that have been reached and how  
11 they're translated into the plan.

12 Now, Classes 1 and 2 are for priority nontax claims  
13 and secured claims other than the first and second lien claims.  
14 These classes are unimpaired.

15 Class 3 is for the first lien claims, which will  
16 receive a combination of consideration. But when you kind of  
17 take a step back and think about the consideration first lien  
18 creditors are receiving, it's really what they need to own the  
19 business post-emergence.

20 So for instance, they would receive 96.3 percent of  
21 the new purchaser equity. They would receive a potential cash  
22 distribution called the exit minimum cash sweep, which results  
23 in a distribution of cash on the debtors' balance sheet above  
24 200 million dollars, leaving a minimum of 200 million dollars  
25 on the post-emergence entities' balance sheet going forward.

1 They would also receive the proceeds of the debtors' exit  
2 financing, new take back debt, if any, any accrued and unpaid  
3 adequate protection payments, and the subscription rights with  
4 respect to the first lien rights offer.

5 Class 4 and its subclasses reflect the resolution  
6 reached with the unsecured creditors committee. The aggregate  
7 consideration for these classes, which on this slide is broken  
8 down by subtrust, but from an aggregate standpoint, the UCC  
9 resolution involves sixty million dollars in cash, subject to  
10 certain adjustments, approximately 3.7 percent of new purchaser  
11 equity, plus potentially up to an additional 0.32 percent of  
12 equity in the event that certain post-emergence triggers are  
13 satisfied. They will also receive certain estate causes of  
14 action and the proceeds of certain insurance policies and  
15 related rights. The Class 4 treatment will be implemented  
16 through various trusts and subtrust documents. Forms of some  
17 of these documents have already been filed with the plan  
18 supplement at docket number 3687 and 3802.

19 Now, for the GUC trust documents that have not yet  
20 been filed, this is contemplated by section 5.20(b)(6) of the  
21 plan, and this sets forth the post-confirmation approval  
22 process. Those subtrust documents, when they are prepared,  
23 will be filed no later than fourteen days following the entry  
24 of the confirmation order, after which parties-in-interest  
25 would have a subsequent fourteen-day objection period. If

1 there are no objections, the trust documents would be deemed  
2 approved by the confirmation order.

3 Moving to Class 5, this class consists --

4 THE COURT: And I'm sorry.

5 MR. HILL: Sure.

6 THE COURT: And if there are objections, then the  
7 Court would resolve those or --

8 MR. HILL: If they can't be resolved, that a hearing  
9 will be scheduled with Your Honor.

10 THE COURT: Right. Okay.

11 MR. HILL: That's right. Class 5 consists of certain  
12 claims filed by the U.S. government. These include civil and  
13 criminal claims relating to the government's investigation of  
14 historical opioid-related conduct. Now, I would also note that  
15 in addition to the government claims in Class 5, the government  
16 has filed separate IRS-related claims. They're not classified  
17 here due to their either administrative or priority claim  
18 status, but those claims are also resolved by the same  
19 resolution that we're discussing here in the Class 5 treatment.

20 The government resolution is documented through three  
21 separate agreements. There's a global settlement agreement, a  
22 plea agreement entered into by a single debtor called Endo  
23 Health Solutions Inc., or EHSI, as well as a civil settlement  
24 agreement, also entered into by EHSI. These documents have  
25 been executed and are filed at docket number 3756 and form part

1 of the plan supplement. Pursuant to those resolutions, among  
2 other things, the government would be paid 200 million dollars  
3 on emergence of the cases.

4 Now, one note in terms of the dollars figures used  
5 here, many of these resolutions include two options, one,  
6 payments over time and second, a accelerated prepayment option  
7 that would be discounted from that full over time payment. The  
8 summary slide here, for the most part, reflects the prepayment  
9 options, just to be clear, if there is any confusion in terms  
10 of the numbers we're using.

11 THE COURT: Um-hum. And the source of the funds will  
12 be what?

13 MR. HILL: From the emergence cash standpoint, there  
14 are three main sources of cash, one, cash on the debtors'  
15 balance sheet, second, proceeds from an exit financing process,  
16 and third, proceeds from the two rights offerings that have  
17 been contemplated, a GUC rights offering and a first lien  
18 rights offering. So there is cash coming into the system from  
19 those primary sources that would be sized and would  
20 sufficiently fund the debtors' payments upon emergence.

21 I have a couple more notes on the exit financing  
22 process that I'll get to in a moment once we get through the --

23 THE COURT: And just one thing that I'd like to make  
24 sure that I'm clear on and that the record is clear on is that  
25 from the perspective, certainly, and I'll probably hear this

1 from the 1Ls, from their perspective, they're undersecured.  
2 And so whatever value is being obtained for the various -- the  
3 creditors committee and the OCC were able to obtain through the  
4 negotiation through the mediation, that's value that arguably  
5 otherwise wouldn't be there but for the fact that you have the  
6 cooperation of the 1Ls. Is that the right way to look at this?

7 MR. HILL: I think it depends on who you ask, Your  
8 Honor.

9 THE COURT: Right.

10 MR. HILL: I think different parties will have  
11 different perspectives. And --

12 THE COURT: Right. Well, what's your perspective?

13 MR. HILL: I think that we've reached a resolution  
14 here where ultimately we don't need to decide and we don't need  
15 to have litigated outcome. Thinking back to the standing  
16 motions and form complaints that were filed related --

17 THE COURT: Sure. But what I mean is this isn't a --  
18 there's some parties that have come in and have basically said  
19 this deal isn't a good deal. There's not enough money going to  
20 certain groups of creditors.

21 And I look at this, and I know what's happened in this  
22 case, of course, because we've lived through it. And I  
23 understand what the UCC and the OCC went through, at least what  
24 they've represented to the Court and what we see in their fees  
25 and everything else, the amount of time they put in to looking

1 at things and looking at the standing issue and other matters.  
2 And we know what the 1Ls' view is because they've been very  
3 consistent from the day they walked in with the agreement in  
4 place with the debtors.

5 And so yes, I understand that this is a very, very  
6 hotly contested matter, but my point is that there is no --  
7 that it seems to me that based upon what's in the record before  
8 me and what's been in the record throughout these cases, that  
9 this solution is one that does resolve a number of very, very  
10 difficult and legal and factual disputes and that it's not at  
11 all clear that but for that resolution that there would be any  
12 value, that the general unsecured creditors and the OCC and all  
13 of the other parties that have been able to come together and  
14 to come to solutions that you would be able to get there --  
15 that the rights are not so clear that you would be able to get  
16 there in a contested matter.

17 MR. HILL: Right. I think that's the right framework  
18 to look at it, Your Honor. And when we think about what is in  
19 the record and some of the data points that I think you were in  
20 part alluding to, for instance, the debtors have submitted as  
21 part of the disclosure statement a liquidation analysis.

22 THE COURT: Yes.

23 MR. HILL: It reflects the kind of a range of  
24 potential valuation data points. On the low end is essentially  
25 the indications of interest that were submitted through a fully

1 marketed sale process the debtors conducted last summer. And  
2 that's on the low end. The midpoint is a three-and-a-half-  
3 billion-dollar range. And on the high end in terms of  
4 liquidation analysis was the stalking horse bid. And that's  
5 kind of to hit par for the first lien creditors. That was  
6 around 5.8 billion dollars, including cash. So that's kind of  
7 the range of value that we do have that we looked at and that's  
8 available to stakeholders and Your Honor.

9           So when you look at the plan treatment and with the  
10 first lien creditors essentially receiving the business, right,  
11 receiving, if we're using those data points as a proxy,  
12 somewhere around that range, that's below breaking even on the  
13 first lien debt. So from that standpoint, I think the way that  
14 Your Honor is looking at kind of the overall set of resolutions  
15 is correct. And that leads to kind of the point that it's a  
16 first lien driven resolution process from a value standpoint.

17           THE COURT: Thank you.

18           MR. HILL: Okay. On the slide, we can move to Class  
19 6. This is back to the treatment section of the plan. Class 6  
20 is a set of resolutions involving nonfederal public opioid  
21 claimants. For instance, U.S. state claimants are in Class 6  
22 and will receive an aggregate amount of 274 million dollars  
23 upon emergence.

24           Local government opioid claimants are in Class 6B.  
25 These claimants will be eligible to receive distributions from

1 their respective state opioid abatement programs.

2 U.S. tribes are in Class 6. They will receive an  
3 aggregate amount of nine million dollars upon emergence.

4 The Class 6A and Class 6C treatments will be  
5 implemented through certain trust documents. Forms of those  
6 documents have been filed with the plan supplement at docket  
7 number 3687 at Exhibits 5 and 7.

8 Moving to Class 7 and its subclasses, this reflects  
9 the resolution reached with the opioid claimants committee.  
10 The aggregate consideration for these classes would be  
11 approximately 89.7 million dollars. Again, that's the  
12 accelerated payment amount paid at closing. This overall  
13 consideration would be allocated among the OCC subclasses as  
14 set forth on this slide. This treatment would be implemented  
15 through trust and subtrust documents. Forms of all those  
16 documents have been filed with the plan supplement at dockets  
17 number 3687 and 3840.

18 Class 8 consists of public school district claimants.  
19 The treatment for this class consists of up to three million  
20 dollars that would be funded into what is known as the public  
21 school special education initiative. This is an initiative  
22 that was established in connection with the Mallinckrodt  
23 bankruptcy case and provides grants and funding for opioid  
24 abatement and remediation programs. From a cost-efficiency  
25 standpoint, funding that trust was the best approach, as

1 opposed to funding a standalone trust for this case.

2 Class 9 consists of claims held by Canadian provinces.  
3 The provinces would receive an aggregate consideration of 7.25  
4 million dollars that's a paid-over-time amount. Now, the plan  
5 provides for a trust to be established to administer this  
6 consideration, and a form trust agreement was filed with the  
7 plan supplement at docket number 3687.

8 I would note for Your Honor that in further  
9 discussions with the provinces, there's a potential desire to  
10 set up a structure other than a trust. There are just thirteen  
11 parties that would be the beneficiaries of the funds there. So  
12 from a cost and administration standpoint, something like an  
13 escrow account or other nontrust mechanism may be the most cost  
14 effective way to implement it.

15 THE COURT: All right.

16 MR. HILL: Class 10 incorporates the stipulation  
17 previously approved in these cases with respect to a group of  
18 distributors, manufacturers, and pharmacies, or DMPs. This  
19 stipulation was filed at docket number 2574.

20 Class 11 is what we call the other opioid claims  
21 class, which was designed for any opioid-related claims that  
22 might not be encompassed by any of the other specifically  
23 designed classes. This class would receive an aggregate of  
24 200,000 dollars and would be administered by the plan  
25 administrator post-emergence.

1           Class 12 is the EFBD. That stands for extended  
2 foreign bar date class. This is the class that was  
3 specifically designed for certain non-U.S. and non-Canadian  
4 claimants who filed claims after the general bar date but  
5 before an extended bar date. And the reason that this class  
6 was established is really in furtherance of the scheme of  
7 arrangement process that is taking place in parallel with the  
8 Chapter 11 case in Ireland. And the purpose of this class is  
9 to ensure that claimants that might not have a direct  
10 connection to the United States will still be administered  
11 through that scheme process and still be bound by it.

12           Classes 13 through 16 will receive no recovery, or in  
13 the case of intercompany claims and interest may be reinstated,  
14 which is common for such types of claims and interest.

15           And last but not least, and this is not a classified  
16 set of claims, but there is a resolution with the future  
17 claimants representative, which will fund a future trust with  
18 up to 11.88 million dollars that will be made available to  
19 address eligible future opioid and mesh claims. And there is  
20 an allocation of consideration for opioid claims and mesh  
21 claims within that trust.

22           Your Honor, that concludes the summary of the  
23 resolutions and class treatment under the plan. If it pleases  
24 the Court, we can move next to an overview of the releases  
25 under the plan.

1 THE COURT: All right. That would be fine. Thank  
2 you.

3 MR. HILL: Thank you, Your Honor. Now, the plan --

4 THE COURT: Just bear with me one second.

5 MR. HILL: Sure.

6 (Pause)

7 THE COURT: I'm sorry. Go ahead, Counsel.

8 MR. HILL: Okay. Thank you, Your Honor. The plan  
9 releases include both debtor releases and consensual third-  
10 party releases. Starting with the debtor releases, those are  
11 set forth in section 10.2 of the plan. Under that provision,  
12 the debtors will release claims against various parties, many  
13 of whom have played a critical role in these cases.

14 Now, excluded from the debtor releases are certain  
15 estate claims against directors and officers that would not  
16 continue with the business post-emergence. Now, those claims  
17 are excluded from the debtor releases because they are part of  
18 the set of estate causes of action that would be transferred  
19 for the benefit of unsecured creditors. Now, any claims  
20 against those individual noncontinuing Ds&Os are subject to  
21 certain limitations which are set forth in the documents, and  
22 that includes a covenant not to collect, meaning that any  
23 recoveries would need to be limited to the set of insurance  
24 policies that are designated for that purpose.

25 Now, moving to the third-party releases, those are set

1   forth in sections 10.3 and 10.4 of the plan. These are  
2   referred to as the GUC releases and the non-GUC releases. And  
3   we have on the slide here an image that identifies which  
4   classes would be providing the GUC releases and which classes  
5   would be providing the non-GUC releases. The difference is the  
6   exclusion of the parties that I just mentioned.

7           Now, there are two features of the third-party  
8   releases that the debtors would like to highlight for Your  
9   Honor. The first has to do with the release mechanisms that  
10  are at play. The plan uses an opt-in release mechanism for  
11  classes primarily consisting of individual claimants, while the  
12  plan uses an opt-out mechanism for classes that primarily  
13  consist of corporate entities or governmental units. Now, this  
14  bespoke structure is the product of extensive discussions among  
15  key parties, including the debtors, both official committees,  
16  the first lien group, and the U.S. Trustee's office.

17           Now, from the debtors' standpoint, both opt in and  
18  opt-out releases are regularly approved in this district.  
19  Ultimately, through either mechanism, each individual claimant  
20  decides for themselves whether or not to grant a third-party  
21  release. Therefore, we believe that the release is -- the  
22  through either mechanism are fair and appropriate and given  
23  that the way they were formulated in this case, should be  
24  approved in this manner. And again, notably, no party has  
25  objected to this particular aspect of the releases, including

1 the U.S. Trustee's office.

2 The second feature is that claimants in Classes 4A  
3 through 4F, that's the UCC resolution classes, 7A through 7E,  
4 that's the OCC resolution classes, as well as Classes 11 and  
5 12, those are the other opioid claims class and the EFBD claims  
6 class, are entitled to receive an additional payment in  
7 exchange for an election to provide a release. The additional  
8 payment is equal to four times the base recovery that that  
9 claimant would otherwise receive under the plan.

10 Now, again, whether or not a claimant receives the  
11 additional payment is left to each claimants' discretion,  
12 either through the opt in or through the opt-out mechanism.  
13 And in terms of how this multiplier was developed, as with the  
14 release mechanism, this was discussed at length and negotiated  
15 among the key parties that I mentioned, including the U.S.  
16 Trustee's office.

17 And again, from the debtors' perspective, an incentive  
18 to provide a release is appropriate. The debtors believe that  
19 the releases are good for the debtors' estates, they're good  
20 for the business going forward to mitigate potential risk  
21 involving otherwise-released parties, and that under the  
22 circumstances here, and again, given that these are consensual  
23 in nature, this incremental payment mechanism is appropriate.

24 One point on that as well, just tying back to the  
25 overwhelming acceptance of the plan including these releases,

1 we think is testament to the fact that they are fair and  
2 appropriate here.

3 Unless Your Honor has any questions about the  
4 releases, I would next finish the discussion that we started a  
5 moment ago on the exit financing.

6 THE COURT: All right. That would be fine.

7 MR. HILL: So we discussed several of the key sources  
8 of cash to fund plan distributions, cash on hand, 500 million  
9 dollars to be funded through the rights offering, and the  
10 proceeds of third-party exit financing.

11 Now, with respect to the rights offering, this Court  
12 has entered an order at docket number 3853 authorizing the  
13 debtors to conduct the rights offering and to perform under the  
14 related backstop agreements. And critically, the full rights  
15 offering amount is backstopped by certain first lien holders,  
16 so that 500 million dollars is available.

17 With respect to the exit financing process, and the  
18 target amount to be raised there is approximately two and a  
19 half billion dollars, the groundwork for that capital raise is  
20 already underway. For example, the debtors have hired advisors  
21 to conduct this process on a best efforts basis. And indeed, a  
22 work letter has been filed relating to the indemnity expense  
23 provisions of those advisors' work, which we'll get to after  
24 the confirmation portion of today's hearing.

25 I would note that the debtors have not yet filed exit

1 financing documents because that process remains in its  
2 preliminary phases. But when the material terms of the exit  
3 financing are known, the debtors do intend to file a term sheet  
4 of material exit financing terms and to provide a three-day  
5 objection period to parties-in-interest. And as with the GUC  
6 subtrust documents that we discussed before, if there are any  
7 objections and if they can't be resolved, a hearing could be  
8 scheduled with Your Honor to hear that matter.

9 THE COURT: So wait. So in the -- well, why don't you  
10 finish that, and then we can go on.

11 MR. HILL: Sure. I think that concludes the --

12 THE COURT: All right.

13 MR. HILL: -- approach that is contemplated --

14 THE COURT: Then we can talk.

15 MR. HILL: -- for exit financing.

16 THE COURT: So I was just -- I had been looking at  
17 these proposed findings and conclusions. What am I being asked  
18 to do or to approve with respect to the exit financing now?  
19 Right. Because we don't have any financing --

20 MR. HILL: Right.

21 THE COURT: -- at the moment. We're going to talk  
22 about the work letter. I think that's the other matter on the  
23 calendar today. But what exactly are you asking the Court to  
24 do with respect to that?

25 MR. HILL: Your Honor, I would look at it sitting here

1 today as a conditional approval. There is built into the  
2 confirmation order this subsequent process, where the exit  
3 financing terms when they're known will be made public, will be  
4 filed, and parties will be served and given an opportunity to  
5 object.

6 THE COURT: All right.

7 MR. HILL: So if that process concludes and there are  
8 no objections that were not otherwise resolved or brought to  
9 Your Honor's attention, then it would be an approval that is  
10 triggered at that point in time, and the approvals would be  
11 around aspects of exit financing, that they're inappropriate  
12 but the debtors can perform under them, kind of the similar or  
13 typical set of approvals relating to the transaction that the  
14 debtors would enter into.

15 THE COURT: And am I going to find that it's arm's  
16 length, in good faith, et cetera?

17 MR. HILL: Yes, Your Honor. I believe we have that --  
18 based on kind of the third-party process that would be  
19 conducted through the exit financing process, it would be kind  
20 of that typical set of findings that we would see.

21 THE COURT: So I'll bless this without knowing what's  
22 in the deal, how the deal was negotiated, or anything else?

23 MR. HILL: Subject to the subsequent approval process,  
24 an approach that could be considered, Your Honor, could be a  
25 supplemental affidavit of sorts or additional testimony that

1 could be put into the record to support that process if that's  
2 something --

3 THE COURT: All right.

4 MR. HILL: -- that Your Honor would --

5 THE COURT: Right. I think that's something you  
6 should think about.

7 MR. HILL: Okay.

8 THE COURT: All right. Good. Thank you.

9 MR. HILL: Okay. Thank you, Your Honor. That  
10 concludes what we had planned to walk through from the plan  
11 standpoint. So if it pleases the Court, we can now move to a  
12 presentation of the debtors' plan solicitation process. And my  
13 colleague Angeline Hwang will take the Court through that  
14 presentation.

15 THE COURT: Thank you very much.

16 MR. HILL: Thank you, Your Honor.

17 MS. HWANG: Good afternoon, Your Honor. Angeline  
18 Hwang, Skadden, Arps, on behalf of the debtors. Turning to the  
19 solicitation and noticing of the plan, the debtors'  
20 solicitation and noticing process was multifaceted and  
21 comprehensive.

22 And as Your Honor is aware, the debtors prepared -- in  
23 preparation of solicitation and to streamline the solicitation  
24 process, the debtors prepared a solicitation directive for law  
25 firms that were representing multiple claim holders. And they

1 have the option of choosing one of two methods, the non-notes  
2 direct solicitation method, pursuant to which claimants would  
3 directly receive a ballot to vote on the plan and make release  
4 selection, or the non-notes master solicitation method,  
5 pursuant to which the law firms would submit master ballots,  
6 including the votes and release election for their eligible  
7 clients. And as I stated at the last hearing for the  
8 conditional disclosure statement hearing, an overwhelming  
9 number of law firms elected to submit the master ballot.

10 As the service of -- the affidavit of service related  
11 to the service of the solicitation directive and the extensions  
12 was filed at docket number 3781. After this Court  
13 conditionally approved the disclosure statement and entered the  
14 disclosure statement order on January 12th, the debtors, with  
15 the assistance of Kroll, commenced solicitation of the plan on  
16 January 25th and distributed solicitation packages to creditors  
17 in twenty-one voting classes in accordance with the disclosure  
18 statement order.

19 Following commencement of solicitation on January  
20 25th, Kroll supplemented service of solicitation packages for  
21 certain creditors as a result of outreach from the creditors  
22 directly or through counsel. The solicitation process was a  
23 massive undertaking, with Kroll distributing individual and  
24 master ballots to over 976,000 claims in all fifty states and  
25 more than twenty countries and territories. Detailed

1 description of Kroll's distribution of the solicitation  
2 packages are set forth in Kroll's two affidavit of service of  
3 the solicitation materials, which are found at docket number  
4 3782 and 3783.

5           Following the February 22nd voting deadline, Kroll  
6 tabulated all timely and valid votes in accordance with the  
7 solicitation and voting procedures. Given the volume of  
8 solicitation packages that were sent out, Kroll received over  
9 1,400 additional ballots between the voting deadline and  
10 February 29th, a majority of which were from PI claimants.

11           Following consultation with the ad hoc first lien  
12 group and the committees, the debtors directed Kroll to accept  
13 the otherwise valid ballots and waive the untimeliness defect,  
14 and those were all included in the March 7th voting report that  
15 was filed at docket number 3799.

16           Following the filing of the original voting report,  
17 Kroll continued to receive late ballots, and again in  
18 consultation with the ad hoc first lien group and the  
19 committees, the debtors waived the untimeliness defect and  
20 accepted the ballots that were received by March 15 to allow  
21 such claimants to be able to receive the additional recovery  
22 under the plan.

23           Specifically with respect to Class 7, after discussion  
24 with the OCC, the debtors agreed to accept all ballots  
25 submitted by Class 7 claimants who were represented by counsel

1 to the extent that they were submitted prior to or by February  
2 29th and all Class 7 ballots that were submitted by seemingly  
3 pro se claimants if they were received by March 15th. And then  
4 113 ballots from claimants represented by three law firms that  
5 had elected to submit master ballots but had not submitted  
6 votes from their clients to the extent they were submitted  
7 after the voting deadline, and after discussion with the OCC,  
8 the debtors agreed to accept these late ballots. And we are  
9 not aware of any ballots submitted after February 29th that  
10 were from any claimant that were, like, solicited through  
11 counsel.

12 Yesterday, Kroll filed a supplemental voting report --

13 THE COURT: And I'm sorry, just so that --

14 MS. HWANG: Sure.

15 THE COURT: -- I'm clear, are we saying, then, that we  
16 had individuals who submitted ballots late?

17 MS. HWANG: Right.

18 THE COURT: What the debtor had done, debtor looked at  
19 it and determined in its discretion in light of the fact that  
20 it wasn't going to impact, probably impact, the vote --

21 MS. HWANG: Right.

22 THE COURT: -- that those claims would be accepted?

23 MS. HWANG: Um-hum. That's correct.

24 THE COURT: All right. And are we saying that that's  
25 what was done -- were there any late-filed ballots that weren't

1 accepted?

2 MS. HWANG: Yes, there were some that were submitted.  
3 I believe there were approximately twenty that were just  
4 rejecting. And there were, I believe, a few that were  
5 submitted that checked the box for abstaining. But it didn't  
6 otherwise impact the final voting results.

7 THE COURT: All right. All right. And why were some  
8 rejected? Why were those rejected?

9 MS. HWANG: Not rejected to be accepted, but they  
10 checked the box to reject the plan.

11 THE COURT: Oh, oh, oh, oh.

12 MS. HWANG: Yeah.

13 THE COURT: Oh, I see. I understand.

14 MS. HWANG: Yeah.

15 THE COURT: I misunderstood you.

16 MS. HWANG: Yeah, they were all counted in the  
17 supplemental voting application.

18 THE COURT: All right. So that no creditor who voted,  
19 who submitted a ballot in this case, that the ballot was  
20 rejected?

21 MS. HWANG: Unless there was some other defect other  
22 than untimeliness --

23 THE COURT: Okay. Yeah, I should qualify that.  
24 Untimeliness. Right.

25 MS. HWANG: Right, right. To the extent they were

1 received by March 15th, they were counted.

2 THE COURT: All right. Okay. Thank you.

3 MS. HWANG: So yesterday, Kroll filed a supplemental  
4 voting report found at docket number 3859, which included the  
5 tabulation of the additional ballots received up to March 15th,  
6 with the additional law firm ballots for Class 7 that I just  
7 mentioned. I'll just pause there in case you have any other  
8 questions.

9 THE COURT: No. No. Thank you.

10 MS. HWANG: Yeah. So turning to the voting results,  
11 as reflected in the supplemental voting report, and I believe  
12 it's the last slide in the demonstrative if you want to take a  
13 look.

14 THE COURT: Thank you. I'm there.

15 MS. HWANG: Every voting class of creditors  
16 overwhelmingly voted to accept the plan, with more than 99.9  
17 percent of the ballots cast and total voting dollar by value  
18 voting to accept the plan. Notably, on a consolidated basis,  
19 of the twenty-one voting classes, nine classes had a hundred  
20 percent acceptances, two classes had no votes cast and are  
21 deemed accepting classes pursuant to section 3.8 of the plan,  
22 and the remaining eleven classes have between ninety-five to  
23 ninety-nine percent acceptance.

24 In addition, over 357 votes were cast by holders of  
25 other general unsecured claims in Class 4B, with only five

1 rejecting. Over 35,000 votes were cast by PI opioid claimants  
2 in Class 7A, with only 475 rejecting. And over 354,000 votes  
3 were submitted by holders of TPP claims in Class 7D, with only  
4 two rejecting.

5 In total, the debtors received over 762,000  
6 acceptances and only 585 rejections. I'll pause there in case  
7 you have any questions.

8 THE COURT: No, I do not. Thank you.

9 MS. HWANG: The debtors also caused Kroll to serve the  
10 relevant plan documents on creditors and parties-in-interest in  
11 accordance with the applicable notice procedures as set forth  
12 in Kroll's affidavit of service, which was filed at docket  
13 number 3780.

14 In addition, the debtors caused Kroll to publish  
15 notice of this combined hearing in the national and  
16 international editions of The New York Times, The Wall Street  
17 Journal, the UK and international editions of the Financial  
18 Times, The Times, The Irish Times, Irish Independent, and the  
19 national Canadian version of The Globe and Mail, as set forth  
20 in the certificate of publication filed at docket number 3603.

21 Finally, the plan, the disclosure statement, and all  
22 of the filings that were filed in these cases were made  
23 available free of charge on the debtors' case website managed  
24 by Kroll. Accordingly, the debtors submit that the  
25 solicitation and noticing in connection with confirmation of

1 the plan was sufficient and adequate and satisfies the  
2 applicable standards under the Bankruptcy Code.

3 Unless Your Honor has any questions, I'll cede the  
4 podium to my colleague.

5 THE COURT: No, I do not. Thank you very much.

6 MS. HWANG: Okay. Thank you.

7 MR. JACOB: Good afternoon, Your Honor.

8 THE COURT: Good afternoon.

9 MR. JACOB: For the record, Moshe Jacob of Skadden,  
10 Arps on behalf of the debtors. As my colleague Ms. Hwang  
11 noted, I'll be covering Section 1129 and the key conformation  
12 requirements. In terms of process, Your Honor, for efficiency,  
13 I'll plan to generally rest on our papers with respect to the  
14 1129 confirmation requirements and only walk through the  
15 following five key provisions --

16 THE COURT: Okay.

17 MR. JACOB: -- number 1, 1123(b) and relatedly Rule  
18 9019, which are incorporated through 1129(a)(1) on the plan  
19 settlements, number two, 1129(a)(3) on good faith, number 3,  
20 1129(a)(7), best interests of creditors, number 4, 1129(a)(11),  
21 on feasibility, and number 5, 1129(b), cramdown for the deemed  
22 rejected classes. And I'm happy to answer any questions Your  
23 Honor may have throughout if that approach works.

24 THE COURT: Yep. That's fine. Go ahead, please.

25 MR. JACOB: Your Honor, beginning with 1123(b) and

1 relatedly Rule 9019, which come in through 1129(a)(1), the  
2 debtors are seeking approval of the many plan settlements that  
3 my colleague Mr. Hill described earlier in detail. Settlements  
4 under both of these provisions are subject to the fair and  
5 equitable standard, and they're analyzed by courts in this  
6 district using the seven so-called Iridium factors.

7           The Iridium factors consider, number one, the balance  
8 between the litigations probability of success versus the  
9 benefits of the settlements, number two, the likelihood of  
10 complex and protracted litigation, number three, the paramount  
11 interest of creditors, number four, whether other parties  
12 support the settlements, number five, the competency of counsel  
13 supporting the settlements, number six, the nature and breadth  
14 of releases for directors and officers, and number seven,  
15 whether the plan settlements were the product of arm's length  
16 bargaining.

17           Your Honor, as we described in detail in the  
18 confirmation brief and the Barberio declaration, all of the  
19 Iridium factors support approval of the plan settlements. The  
20 settlements deliver substantial benefits to the debtors by  
21 resolving the committee's standing motion, clearing obstacles  
22 to confirmation by the government resolutions, and resolving  
23 the thousands of pre-petition lawsuits against the debtors,  
24 among other benefits. And this satisfies the first and the  
25 second Iridium factors.

1           The settlements also provide substantial value to  
2 creditors through the many trusts and subtrusts, and all of the  
3 voting classes have voted in favor of the plan and by  
4 extension, support the settlements. And this is the -- this  
5 satisfies the third and the fourth Iridium factors.

6           Each of the parties was represented by sophisticated  
7 counsel in connection with the settlement negotiations, and  
8 many of the settlements were reached with the help of the  
9 court-appointed mediator, which satisfies the fifth and seventh  
10 Iridium factors.

11           And finally, the releases which my colleague Mr. Hill  
12 described earlier in detail are key components of the plan  
13 settlements, and they are appropriately tailored, which  
14 satisfies the final Iridium factor.

15           The next confirmation requirement that we'd like to  
16 discuss is 1129(a)(3), which requires that the plan have been  
17 proposed in good faith and not by any means forbidden by law.  
18 The Second Circuit has defined the good faith standard to  
19 require a showing that the plan has been proposed with honesty  
20 and good intentions and with the basis for expecting that the  
21 reorganization can be effected. Courts have also recognized  
22 that 1129(a)(3) speaks more to the process of plan development  
23 than to the contents of the plan.

24           Your Honor, as noted in the Barberio declaration, the  
25 record is clear that the debtors have proposed the plan in good

1 faith, with honesty, with good intentions, and with the  
2 expectation of a successful reorganization. The plan is  
3 comprehensive. It reflects well over a dozen settlements that  
4 were largely reached in connection with the court-ordered  
5 mediation. It has the support of every stakeholder, every key  
6 stakeholder, including more than 99.9 percent of parties that  
7 voted on the plan. And the plan also provides the business  
8 with a fresh start which is consistent with the objectives of  
9 the Bankruptcy Code.

10 Next, 1129(a)(7) sets forth the so-called best  
11 interests of creditors test which requires that impaired  
12 holders of claims or interests that do not vote to accept the  
13 plan must receive value under the plan that would equal or  
14 exceed what they stand to receive in a hypothetical Chapter 7  
15 liquidation. In order to demonstrate compliance with  
16 1129(a)(7) the debtors, with the assistance of their advisers,  
17 prepared a liquidation analysis which was submitted into  
18 evidence as part of the Dombrowski declaration.

19 The liquidation analysis -- which relies on reasonable  
20 assumptions and takes into account things like Chapter 7  
21 liquidation costs and rapid and distressed sales of the debtors  
22 business segments -- clearly demonstrates that the best  
23 interests of creditors test is satisfied because the only  
24 pre-petition creditors who stand to receive any value in a  
25 hypothetical liquidation are the first lien creditors. And

1 they stand to receive a lot less in a liquidation than they're  
2 getting under the plan.

3           Next, 1129(a)(11) requires that the plan is not likely  
4 to be followed by liquidation or the need for further  
5 reorganization. Importantly, feasibility does not require a  
6 guarantee of success, just a reasonable assurance which courts  
7 have recognized imposes a relatively low threshold of proof.  
8 In order to demonstrate feasibility the debtors, with the  
9 assistance of their advisers, prepared financial projections  
10 for the post-emergence business through the fiscal year ending  
11 2028. The financial projections which were submitted into  
12 evidence as part of the Bradley declaration demonstrate that  
13 the post-emergence business will be able to satisfy payment  
14 obligations under the plan, through combination of existing  
15 cash, proceeds of the rights offerings, proceeds of the exit  
16 financing, and other sources.

17           The financial projections also anticipate that the  
18 post-emergence business will have 200 million dollars of cash  
19 and will have sufficient liquidity to both fund operational  
20 expenses and service its funded debt which is anticipated to be  
21 deleveraged by roughly five and a half billion dollars. The  
22 post-emergence business also will not be subject to the  
23 overhang of the thousands in pre-petition losses.

24           In addition, the plan's treatment of any potential  
25 future claims also supports feasibility. While the debtors are

1 unaware of and unable to determine the exact extent of any  
2 potential future claims, they've made substantial efforts since  
3 the beginning of these Bankruptcy cases to ensure that such  
4 claims would be properly treated if they were to arise. And as  
5 Your Honor is aware, the future claimants' representative has  
6 been actively involved in all aspects of these Bankruptcy cases  
7 and has negotiated a resolution providing for up to  
8 approximately 11.4 million dollars for any potential future  
9 private opioid claimants and another almost half a million  
10 dollars for any potential future Mesh claimants.

11 Finally, 1129(b) provides that if a plan meets all of  
12 the applicable requirements of Section 1129(a) other than  
13 1129(a)(8) which requires that all impaired classes vote in  
14 favor of the plan, the court can still confirm the plan as long  
15 as the plan does not unfairly discriminate against and is fair  
16 and equitable with respect to the rejecting classes. Here, all  
17 of the voting classes have voted in favor of the plan.

18 However, class 15 subordinated debt, class 16 existing equity,  
19 they're not receiving any recoveries under the plan and they  
20 are therefore deemed to reject the plan. And for purposes of  
21 this analysis, intercompany claims and interest which can  
22 either be reinstated or cancelled are also deemed rejecting  
23 classes.

24 No unfair discrimination is generally understood to  
25 mean that similarly situated creditors and equity holders in

1 other classes cannot be receiving materially different  
2 treatment than the rejecting classes. As described in the  
3 Dombrowski declaration that is satisfied here because no  
4 similarly situated creditors or equity holders to the rejecting  
5 classes are receiving any value under the plan. Fair and  
6 equitable requires compliance with the absolute priority rule,  
7 meaning that no creditors or equity holders that are junior to  
8 the deemed rejecting classes can be receiving any value on  
9 account of their claims or interests. And that too is  
10 satisfied because no junior creditors or equity holders are  
11 receiving any value under the plan.

12 So that concludes the 1129 analysis that I intended to  
13 cover. I'm happy to answer any questions Your Honor may have  
14 on that or any of the other requirements. Otherwise, I will  
15 turn the podium back to Mr. Leake.

16 THE COURT: No. I don't have any questions. Thank  
17 you.

18 MR. LEAKE: Your Honor, that concludes the debtors'  
19 remarks at this point in time. And if you don't have any  
20 questions for us, I'd turn it over to the supporting parties to  
21 give their arguments in support of the plan. And we would  
22 start with Kramer Levin on behalf of the UCC.

23 THE COURT: All right. Thank you.

24 MS. RINGER: Good afternoon, Your Honor.

25 THE COURT: Good afternoon.

1 MS. RINGER: For the record, Rachael Ringer from  
2 Kramer Levin on behalf of the creditors committee. First, Your  
3 Honor, I'm joined in the courtroom by Ken Eckstein, Natan  
4 Hamerman, Megan Wasson, and Nicole Sweeney from Kramer Levin.  
5 And want to thank our colleagues who have represented the  
6 committee throughout this case; the Gilbert Law Firm, who's  
7 special insurance counsel to the committee, BRG and Dundon  
8 Advisers as financial advisers, and Lazard as investment  
9 banker. I also, before I get into my remarks, I want to echo  
10 the thanks from the debtors to this Court, your staff, and all  
11 of the other parties in interest in this case, as well as the  
12 mediator who's been very instrumental in this case.

13 I think it's important -- as you've heard a lot of  
14 detail about the plan and the confirmation order and you're  
15 going to continue to hear that over the course of the  
16 afternoon. But I think it's important to put where we are  
17 today in context. It's pretty monumental not only that we've  
18 finally gotten to this point in this case, but that we've  
19 gotten here with so much consensus, including resolving  
20 additional objections late into last week just prior to this  
21 hearing. In fact, every single class of creditors voted in  
22 favor of the plan. And every single class of nonopioid  
23 unsecured creditors voted overwhelmingly in favor of the plan.

24 And I think that this consensus needs to be juxtaposed  
25 against where this case started a year and a half ago when the

1 committees were appointed. The cases were highly contentious  
2 and devoid of any consensus. The debtors and the first lien  
3 lenders were moving forward with a sale process outside of a  
4 plan via a credit bid that proposed to give nothing to  
5 nonopioid general unsecured claims, including 2.3 billion  
6 dollars in financial debt and billions more in trade and other  
7 litigation creditors. The sale, from our perspective, took no  
8 account of the material unencumbered assets that either were  
9 unencumbered or were potentially subject to avoidable liens.

10 So after the committees filed their lien challenges in  
11 January of last year, the parties engaged in over a month-plus  
12 of serious mediation. And thankfully consensus prevailed at  
13 that point among the debtors, the first lien lenders, the  
14 creditors committee, the ACC, and the crossover group. But  
15 facilitating that consensus was providing meaningful recoveries  
16 directly to unsecured creditors. And as you've heard that came  
17 in the form of 60 million dollars in cash which is subject to  
18 certain adjustments, a rights offering, equity in the  
19 reorganized company, and the formation of a litigation trust.

20 With some limited modifications since then that were  
21 made to facilitate global consensus with the first lien lenders  
22 and to implement that deal through the Chapter 11 plan, those  
23 recoveries remain the basis for unsecured creditor treatment in  
24 the plan. And the fact that we were able to implement this  
25 deal through a Chapter 11 plan is, I think, a testament to the

1 hard work of the parties in interest in this case and the  
2 mediator, and certainly paves a far smoother path to exit in  
3 the very near term.

4 After achieving this economic resolution, the  
5 committee then engaged in a mediated resolution of the  
6 intercreditor issues. Intercreditor as between nonopioid  
7 general unsecured claims. And that resolved how the unsecured  
8 creditor distributions would be divided among from the debt  
9 creditors, including the two Ls (ph.), generic price fixing  
10 claims, reverse price fixing claims, Mesh personal injury  
11 claimants, (indiscernible) personal injury claimants, and then  
12 other general unsecured claims that don't fall within any of  
13 those named buckets.

14 The way that the plan works is that subtrusts are  
15 going to be created in order to administer and make  
16 distributions on each of those categories of claims, other than  
17 the other general unsecured claims which remain in the main GUC  
18 trust; really subject to the terms of the GUC trust agreement.  
19 And as Mr. Hill described for Your Honor, there is a process  
20 for the filing of the subtrust documents and a notice period  
21 which is set forth in the plan and will give parties in  
22 interest an opportunity to review and object to those documents  
23 once they're filed.

24 We did recently disclose as part of the plan  
25 supplement the identity of the GUC trustee; an individual is

1 Matt Dundon of Dundon Advisers. We also disclosed the identity  
2 of the subtrustee. There's one individual who's going to serve  
3 as subtrustee for each of the subtrusts. And that individual  
4 is Heather Barlow.

5 The committee does anticipate disclosing the members  
6 of the oversight board for the GUC trust, as well as an  
7 advisory committee for the subtrusts. Again, one that will  
8 serve for all of the subtrusts in the very near term as well;  
9 that's something that's -- we're continuing to work on.

10 I do want to pause for a moment on the litigation  
11 trust and what it's being vested with and why it's so important  
12 here. The litigation trust is being vested with insurance  
13 rights, including rights to pursue certain products liability,  
14 CGL, and other insurance proceeds of the debtors, as well as  
15 various estate claims and causes of action against an  
16 enumerated set of parties. I think Mr. Hill went through some  
17 of those categories of parties earlier.

18 This does reflect a material component of the  
19 consideration that's going to nonopioid unsecured creditors.  
20 And taking this consideration in this form not only allowed for  
21 us to get to a deal on the creditors committee side, but also  
22 helped facilitate deals with other constituents, including  
23 those who valued the certainty of different forms of currency,  
24 like cash, over the pursuit of claims in interest in a  
25 litigation trust.

1           There's also a heavily negotiated cooperation  
2 agreement and provisions of the plan relating to cooperation to  
3 ensure that post-emergence the trust can get access to the  
4 information and support that it needs, in order to pursue the  
5 rights and claims that it is vested with and in order to  
6 actually do the claims and administration that's necessary on  
7 that end.

8           The creation of this trust, though, does mean that we  
9 may still need assistance from the Court as the trust gets  
10 established and as disputes may undoubtedly arise with respect  
11 to issues being addressed by the trust. Under the plan and the  
12 GUC trust agreement, there are certain retention and  
13 jurisdiction provisions. And there may be issues that we need  
14 the Court to address to facilitate the pursuit of either  
15 insurance rights on the one hand or causes of action on the  
16 other, including issues that we may need to bring to the Court  
17 sooner rather than later. Just wanted to give Your Honor a  
18 heads up about that.

19           THE COURT: Well, that's both the matters that may  
20 relate to what the administration of the trust and the actions  
21 themselves?

22           MS. RINGER: Correct.

23           THE COURT: Okay.

24           MS. RINGER: Correct. And obviously this is  
25 important. The way that the GUC trust works is important

1 because one of the large categories of objections, until very  
2 recently, was the objections of the insurers. As Mr. Leake  
3 previewed, I want to take Your Honor very quickly through the  
4 resolution there on a high level basis. Obviously there's a  
5 lot of language in the documents that was heavily negotiated,  
6 so obviously that language governs. But from a high level, I  
7 want to at least take Your Honor through it quickly.

8 Multiple insurers file objections regarding the plan's  
9 treatment of insurance. Those negotiations were very  
10 hard-fought and actually occurred over the past couple of  
11 months. But they were ultimately able to be resolved through  
12 the addition of paragraphs 56 through 59 of the confirmation  
13 order. And there's also new language to section 10.10 of the  
14 plan that relates to insurance issues.

15 Just a few key points of the resolution. First, the  
16 insurers asserted that the plan impermissibly altered their  
17 rights and the debtors' obligations under their insurance  
18 policies. Paragraph 56 of the confirmation order now confirms  
19 that those rights and obligations are preserved, except as  
20 provided in Section 5.20 of the plan regarding the transfer of  
21 the insurance rights to the GUC trust or by applicable law.

22 And paragraph 57 of the confirmation order similarly  
23 confirms that the plan does not adjudicate whether a given  
24 claim is covered by an insurer. And it doesn't make any other  
25 determinations regarding the effect of the plan on insurance

1 coverage. In addition, Chubb --

2 THE COURT: So I'm sorry.

3 MS. RINGER: Oh, yes.

4 THE COURT: So that if there's a dispute that's a  
5 dispute that this Court would resolve?

6 MS. RINGER: Yes, Your Honor.

7 THE COURT: All right. Okay.

8 MS. RINGER: In addition, Chubb raised additional  
9 concerns about its ability to process workers comp or workers  
10 comp claims and was concerned that the plan would require Chubb  
11 to cover new insurance with new liabilities. Paragraph 58 of  
12 the confirmation order now confirms that nothing in the plan  
13 prevents Chubb from administering workers comp claims. And the  
14 last sentence of paragraph 56 makes it clear that the plan's  
15 transfer of insurance rights doesn't create any new insureds.  
16 The GUC trust is simply the new recipient of any insurance  
17 recoveries for the debtors' pre-petition liabilities.

18 So from our perspective, Your Honor, the language that  
19 we negotiated in the confirmation order and plan appropriately  
20 addresses the insurers' concerns without exempting them from  
21 the effect of the bankruptcy or predetermining whether certain  
22 rights and obligations under the policies may apply in any  
23 post-bankruptcy coverage litigation. We're obviously glad that  
24 these objections were resolved in a consensual manner and in a  
25 manner that doesn't prejudice the rights of the creditors

1 committee on the one hand or the GUC trust on the other.

2 So with that, Your Honor, the committee is pleased to  
3 support the plan on the disclosure statement and is looking  
4 forward to facilitating a prompt exit from bankruptcy and  
5 realizing on the long-awaited distributions to unsecured  
6 creditors.

7 THE COURT: All right. Thank you.

8 MS. RINGER: Thank you, Your Honor.

9 MR. PREIS: Good afternoon, Your Honor. Arik Preis  
10 from Akin Gump Strauss Hauer & Feld, cocounsel to the official  
11 committee of opioid claimants. I'm joined in the courtroom  
12 today by counsel Cullen Speckhart from Cooley and my litigation  
13 partners Mitch Hurley and Katherine Porter.

14 Your Honor, we submitted a brief in support of  
15 confirmation, it's docket number 3785 in support. Obviously we  
16 submitted a declaration from Mike Atkinson which has been  
17 admitted at 3786. Thank you again for allowing Mr. Atkinson to  
18 testify via Zoom today. And thank you also to Jefferies and  
19 Province; Jefferies our investment bank and Province our  
20 financial advisor of the OCC. Also going to join the chorus  
21 thanking Your Honor for all of your assistance and your staff  
22 throughout this case and to the mediator, who has been  
23 unbelievable.

24 Our brief in support set forth all of our arguments in  
25 support of the plan. I don't intend on repeating most of

1 what's in that brief. I want to make seven points today.

2 THE COURT: Okay.

3 MR. PREIS: I will also, with Your Honor's permission,  
4 rise again in response to the objection by the Canadian opiate  
5 plaintiffs and the shareholders. And I do want to note that we  
6 do not like, as an official committee, objecting or fighting  
7 with our own claimants. And so we do that as necessary.

8 THE COURT: All right.

9 MR. PREIS: For the first time, way back when -- about  
10 eighteen months ago, Your Honor -- Ms. Speckhart was in front  
11 of you, telling you that we had three primary goals for this  
12 case. Like in every case, the opiate claimants -- try to  
13 increase value for opioid claimants, try to get to a fair  
14 allocation of that. And we generally try to make sure that  
15 from almost, like, a public health and safety view, we take --  
16 we want to make sure that what comes out of this case meets  
17 other goals, not just financial.

18 In addition to these three primary goals, it was  
19 important for us to achieve these goals as quickly as possible.  
20 And as a result of the unfortunate circumstances in Purdue and  
21 Mallinckrodt, there was kind of increased urgency in this case,  
22 as Ms. Ringer kind of alluded to, for opioid claimants to take  
23 cash, not to take things that have potentially speculative and  
24 long-term value.

25 Finally, private opioid claimants in particular have

1 been very focused on the fact that most of the settlements that  
2 have been done outside of bankruptcy have gone to almost -- in  
3 almost all circumstances to public opioid claimants.

4 One additional preliminary matter that define our role  
5 in these cases -- and I know there's always people who say,  
6 well, how come our class isn't getting X or our class isn't  
7 getting Y -- the OCC takes its job seriously to represent  
8 opioid claimants taken as a whole. And those four words,  
9 "taken as a whole", we oftentimes repeat whenever we get calls  
10 from opioid claimants, whenever we speak to opioid claimants.  
11 And that really defines how we approach this case. And so we  
12 don't do things on behalf of PI claimants at the expense of  
13 public opioid claimants. We don't do things on behalf of  
14 public opioid claimants to the expense of hospitals. We don't  
15 favor domestic over Canadian claims.

16 Finally, I want to note that the committee was very  
17 aware of prior opioid cases -- specifically Insys, Purdue, and  
18 Mallinckrodt at the time that this one filed -- and that our  
19 job was not to recreate the wheel in this case. As a result,  
20 and we mentioned this over and over again during these eighteen  
21 months of the case, is things like allocation and trust  
22 agreements and TDPs and proof of claim forms and noticing  
23 programs and the solicitation directive and claimant reachouts.  
24 These are all things that we have done over and over in each  
25 case. And it explains why although there was I think seven or

1 eight or nine different trusts being set up, each one with its  
2 own TDP and each one with its own trust agreement, those have  
3 been done in other cases. And so we weren't recreating things  
4 from scratch in this case.

5 And I raise this, again, because it further reinforces  
6 our point that cash was very important. Getting out was very  
7 important. And we didn't want to waste any money that could  
8 otherwise go to opioid claimants recreating things that had  
9 been done in other cases.

10 All right. The second point I wanted to raise. In  
11 our view, while nothing is perfect, the plan here basically  
12 fulfilled the objectives that we had set out. And this is  
13 based on the following: A total of close to 600 million  
14 dollars of net present value will be or has been contributed by  
15 Endo to opioid abatement and victim compensation which will be  
16 paid almost fully if not fully on the effective date. And I  
17 just want to make clear that the 600 owed, that isn't in the  
18 plan. There was some pre-bankruptcy settlements that Endo  
19 entered into. But when we look at the opioid space, the opioid  
20 universe, we look at all the value that Endo will be  
21 contributing to opioid abatement and victim compensation.

22 Second, the allocation of the amounts in the plan to  
23 opioid claimants is consistent with what was proposed and  
24 approved at one point in Purdue, and it was approved and  
25 effectuated in Mallinckrodt.

1 Third is the establishment of the voluntary business  
2 injunction -- Mr. Hill mentioned this at the very beginning --  
3 along with the appointment of a monitor during this case that  
4 will also -- during the case. And then post effective date,  
5 they will ensure that Endo continues to operate appropriately.  
6 And then the last thing is a contribution to the now growing  
7 document repository Endo. I'm sure Mr. Troop is going to speak  
8 about that as well, as we view all the opioid claimants  
9 together. And it's very important that the document repository  
10 continue to be populated.

11 Third major point: support be opioid claimants. As  
12 for the voting declaration which is in 3859, opioid claimants  
13 voted overwhelmingly in favor of the plan in each of the  
14 classes. While we obviously, as professionals, we sent our  
15 letter in support of the plan on behalf of the OCC, it's very  
16 important that every class vote and vote overwhelmingly in  
17 favor. And in this case, I think there's 400,000 opioid  
18 claimants that voted.

19 Fourth, the procedures for money, for distributing the  
20 money to opioid claimants, are fair and reasonable in this  
21 case. Each category of claimants that is receiving money --  
22 that's the public side, states an political subdivisions, the  
23 tribes, the public schools, the Canadian provinces, the private  
24 hospitals, the third-party payers, the emergency room  
25 physicians, adult personal injury victims and NAS victims, and

1 even to the extent there are any of future PI and NAS  
2 claimants -- has agreed to procedures that will govern how they  
3 will allocate and utilize their funds.

4 I just want to pause there for a second because we  
5 start now to take for granted that in all these opioid cases,  
6 each one of the governmental entities has agreed not just on  
7 the allocation, but how they're going to spend the money, as at  
8 the hospitals and TDPs and a bunch of private claimants. That  
9 really didn't exist very much prior to the Purdue case. And I  
10 think it's very important that we pause and recognize the fact  
11 that this practice that has now become understood didn't exist.  
12 And it was something we learned from the tobacco cases.

13 The agreements and protocols were negotiated in arms'  
14 length and in good faith by not just the various categories of  
15 opioid claimants, but the committees -- I'm sorry -- the  
16 committee, the debtors' and the first lien ad hoc group. The  
17 protocols and the TDPs, as I mentioned, in near and large part  
18 what happened in Purdue and in Mallinckrodt. There's some  
19 exceptions. Especially here because the money is much less  
20 than what was contemplated in Purdue and that was approved,  
21 ultimately, and effectuated in Mallinckrodt. And the result  
22 is, we tried to save money on administration. It's  
23 intentional. Like, there are actual conscious differences that  
24 were designed to minimize the administration burn in this case,  
25 in the TDPs.

1           Okay. Item 5. I want to address the third party  
2 releases because we discussed this in our brief. And I want to  
3 be very clear about what the OCC's position is in this case.  
4 Obviously we support the plan. And I want to make sure of  
5 that. No matter what I say, I want to make sure that the Court  
6 understands we support the plan and we are -- we accept the  
7 third party release structure. That being said, in a perfect  
8 world third party releases would be all opt-ins and no opioid  
9 claimant would get penalize for failing to opt in.  
10 Unfortunately, this case isn't a perfect world. Your Honor  
11 alluded to at the beginning that there's not much value past  
12 the secured creditors. So in this case, the first liens and  
13 the debtors basically negotiated with us this four times  
14 multiplier, in order to get -- for parties to get the  
15 multiplier, they have to give the release. We accept that;  
16 that was accepted.

17           The harder part to go along with was the second part  
18 which is the delineation between what are called sophisticated  
19 and unsophisticated claimants. The sophisticated claimants  
20 are, as Mr. Hill was pointing out, the nonindividuals. And the  
21 "unsophisticateds" are the individuals: the NAS, the PIs, and  
22 the IRPs.

23           In theory, right, the idea was to make sure that  
24 individuals don't unwittingly give third party releases which  
25 meant that they have to proactively opt in to the third party

1 release. Whereas the sophisticated claimants are allowed --  
2 basically they're going to agree with the release unless they  
3 opt out. Again, all makes sense and all fair.

4 The issue was this case because the structure is such  
5 that in order to get the multiplier, you have to give the  
6 release. For individuals that meant they have to opt in. And  
7 that, again, either they have to vote on favor of the plan, and  
8 they're deemed to give it, or they have to proactively check a  
9 box. We know that most times, PIs don't vote. The clip is  
10 about fifty percent in each one of these cases. But the result  
11 is that you have a whole bunch of PIs who are going to get a  
12 distribution, but not get the multiplier.

13 We were faced with a dilemma. How do we deal with  
14 this? And we didn't -- because the alternative would be to  
15 enforce the optout, and then invite litigation with the U.S.  
16 trustee and the DOJ which we're not going to go through Purdue  
17 again. And so the result was, we begrudgingly accepted this.

18 You also heard that part of that begrudging acceptance  
19 was that we -- as a committee, we wanted to make sure that we  
20 were also at least somewhat sympathetic to claims that come in  
21 late. And so if the people vote, we accept that -- we were  
22 okay with accepting votes from pro ses who came in up  
23 through -- I think it's yesterday or Sunday or Friday, I forget  
24 what it is, and people who are represented by counsel who  
25 submitted their votes up to one week late. That kind of --

1 that we felt fairly rewarded the people that actually sent in  
2 their votes and granted the release, but stayed within the  
3 structure.

4 Okay. Part 6. Just this and one last thing. On  
5 allocation, I wanted to address three types of allocation in  
6 this case. The first was between the public and the private  
7 claimants. The second was among the private claimants. And  
8 the third was between opioids and nonopioids.

9 With regard to the allocation between public and  
10 private, as Your Honor may recall, there was a deal with the  
11 public side state claimants at the beginning of the case,  
12 before it started. The privates were offered a small amount of  
13 money. We ended up negotiating that through the OCC  
14 resolution. The resolution originally was at 119.7 million  
15 dollars with a net present value of 103 million -- I mention  
16 these numbers for a reason -- but we agreed to the payment  
17 discount of 89.7. The reason I mention those numbers is those  
18 numbers were pegged to make sure that the allocation between  
19 publics and privates was roughly the same as the allocations in  
20 Purdue and Mallinckrodt.

21 With regard to the allocation among the privates,  
22 again, we started with Purdue and Mallinckrodt. We then had a  
23 couple of days in mediation with Judge Chapman. And then  
24 certain of the private claimants agreed to turn over a very,  
25 very, very small portion of their recovery to the NAS, as

1 did -- a number of third parties just contributed cash straight  
2 to the NAS.

3 Finally, the allocation between opioids and  
4 nonopioids. I just want to make sure that Your Honor is good  
5 on this. The two deals, as Ms. Ringer would agree, were  
6 negotiated completely separately.

7 THE COURT: Yes.

8 MR. PREIS: Ultimately we saw what they did, they saw  
9 what we did and we all got comfortable with what they did. But  
10 there was no -- we didn't have a say in what they negotiated,  
11 and they didn't have a say in what we negotiated. The only one  
12 who kind of knew what they were negotiating was the first lien  
13 group and the debtors.

14 All right. Last point. I'm going to come back to  
15 where I started, in our brief. We respectfully ask, Your  
16 Honor, that no one involved in these cases ever forget that  
17 this is, in part at least, an opioid case. Endo is in  
18 bankruptcy, in part, because the onslaught of the litigation it  
19 faced as a result of its alleged participation in the opioid  
20 crisis. We should all note that Endo did agree to a plea deal  
21 with the Department of Justice. We should further note that  
22 about 90,000 individuals filed proofs of claim against Endo for  
23 opioid claims. And Endo was alleged to be one of the worst  
24 actors in the opioid crisis, obviously a long time ago.

25 We should further note that in the pre-bankruptcy

1 period one of Endo's own counsel -- not anybody here -- was  
2 alleged to have engaged in discovery improprieties that led to  
3 a default judgment. And we should of course note the McKenzie  
4 Act is a consultant for Endo, and that claim is now in the  
5 litigation trust.

6 While the purpose of today's hearing is to approve a  
7 plan and to move forward, it's important that we don't forget  
8 also how this case started and the fact that the role, or the  
9 alleged role, that Endo had in the opioid crisis. And we would  
10 ask Your Honor not just that the plan get confirmed, but that  
11 we effectuate quickly, so that the money can go out for  
12 abatement and compensation. Unless Your Honor has any  
13 questions, that's all.

14 THE COURT: I don't. Thank you very much.

15 MR. PREIS: Thank you, Your Honor.

16 THE COURT: All right.

17 MS. RINGER: Your Honor, quickly, before the FCR goes,  
18 if you don't mind if I make one quick clarification?

19 THE COURT: No. No, go ahead.

20 MS. RINGER: I was asked after I sat down by some of  
21 my colleagues to just make a clarification on one point I made  
22 in response to a question from Your Honor about who is going to  
23 make the determination, some of the issues that were expressly  
24 not adjudicated in the language resolved with the insurers. I  
25 want to clarify that insurance disputes will be adjudicated by

1 the appropriate court. And all parties reserve their right to  
2 argue about what the appropriate court is, depending on the  
3 specific facts of whatever is the disputed issue.

4 THE COURT: Okay.

5 MS. RINGER: So I just wanted to make that  
6 clarification.

7 THE COURT: All right. Thank you.

8 MS. RINGER: Thank you, Your Honor.

9 THE COURT: All right.

10 MR. BRADY: Good afternoon, Your Honor.

11 THE COURT: Good afternoon.

12 MR. BRADY: Robert Brady of Young Conaway on behalf of  
13 Roger Frankel, the FCR. Your Honor, as you have heard from the  
14 other estate fiduciaries, the plan represents a culmination of  
15 extensive negotiations among numerous creditor constituencies,  
16 really all of whom were pursuing appropriate allocation of  
17 value from a finite source that is far less than the whole of  
18 the claims at issue.

19 Mr. Frankel was selected by the debtors and approved  
20 by the Court to participate in this case as a voice for parties  
21 who for various reasons could not be required to file proofs of  
22 claim; whether it's because of incapacity, disability, or the  
23 fact that the injury has not yet manifested.

24 The FCR's focus throughout these proceedings has been  
25 to ensure that any future claimant damaged by the debtors'

1 opioid or Mesh products is treated no less favorably than any  
2 present claim and that the last victim to materialize can be  
3 treated in substantially the same manner as the first.

4 Now, Mr. Frankel, based on his own analysis and that  
5 of his advisors, including NERA, believes that the plan and the  
6 incorporated trust documents found in the plan's supplement  
7 provides a resolution that meets those objectives, is fair and  
8 equitable to future claimants who fall within his mandate, and  
9 will provide future claimants with substantially similar  
10 treatment as that provided to current claimants.

11 Now some brief background on how we got here, Your  
12 Honor, because it was not a straight line. These cases were  
13 filed, as you've heard, with a result already in hand and one  
14 that we believed was woefully deficient for claimants overall  
15 and specifically for future claimants with opioid or vaginal  
16 Mesh personal injury. That deal was in the initial plan  
17 support agreement. At best, it would have provided an  
18 opportunity for a fractional portion of a trust to be  
19 established in 2033 with a nominal 85 million paid to cover all  
20 opioid claimants. And the RSA provided no recovery at all for  
21 future Mesh claimants. The Court appointed Mr. Frankel. And  
22 the order appointing him as modified ensures appropriate  
23 process and treatment for all future personal injury claims  
24 resulting from opioid or Mesh injuries.

25 Now, future claims are defined broadly in the

1 appointment papers. They include general categories such as  
2 addiction denial, minors who cannot be compelled to file a  
3 claim. But the definition also expressly includes claimants  
4 that might assert claims against the debtors or a successor of  
5 the debtors' businesses.

6 So in this role as FCR, Mr. Frankel engaged in  
7 significant due diligence, both of estate assets that might be  
8 available to creditors could be used to satisfy personal injury  
9 claims, as well as an evaluation of the nature and quantum of  
10 personal injury claims; both those pending at the time of  
11 filing and based on his research and forecasting likely to  
12 arise in the coming years.

13 The Court may remember that the FCR raised significant  
14 concerns about a year ago regarding the debtors' bid procedures  
15 and sale process at a hearing on March 28th, in 2023. At the  
16 time, the debtor sought to proceed with a proposed sale process  
17 that incorporated resolutions with the holders of present Mesh  
18 and opioid claimants, but explicitly excluded any future  
19 claimants from participation. But the sale process -- when the  
20 sale order still had proposed free and clear language,  
21 releases, injunctive provisions that we thought could impact  
22 future claimants.

23 Now, while the Court did respectfully overrule the  
24 FCR's objection to the bid procedures, finding that many of  
25 those issues could properly be raised at a sale hearing, the

1 Court did direct the parties back to continue their mediation  
2 before retired judge Shelley Chapman. And so while Judge  
3 Chapman's efforts at that point had been focused on the current  
4 claimants, we did return to mediation before Judge Chapman at  
5 the Court's direction.

6 Over the ensuing three and a half months, the parties  
7 conducted numerous formal and informal sessions with the  
8 mediator, various other parties in interest, and these did  
9 result in a resolution in July of 2023, at first as part of the  
10 sale process. But as the debtors and the first lien lenders  
11 reached agreements of other important case issues and the focus  
12 shifted to a plan, the FCR worked to make sure that that deal,  
13 which was contemplated through a sale, could be built into the  
14 structure of a plan. So Your Honor has already heard a  
15 relatively robust description of the plan and its structure  
16 from the other plan supporters. But I'll confine my remarks to  
17 really how the plan impacts future claims.

18 The most significant component of the plan, obviously,  
19 Your Honor, is the establishment of a future PI trust. The  
20 future PI trust will receive and manage consideration negotiate  
21 for the benefit of future PI claimants and will be used to  
22 resolve and pay future PI claims. The future PI trust will,  
23 through structured payments, receive up to a maximum amount of  
24 11.385 million to satisfy future opioid PI claims and future  
25 NAS PI claims, and 495,000 dollars for future Mesh PI claims.

1           So how that works is the trust receives about 1.15  
2 million on the effective date. It gets that amount each of the  
3 next four anniversaries of the trust. And then on the next  
4 five anniversaries after that, it gets 1.15 million or a  
5 reduced amount necessary to top up the balance to set amounts  
6 in those years. Alternatively, if the trust balance exceeds  
7 those set amounts, then that money reverts back to the  
8 purchaser parent. And for Mesh claimants, 250,000 dollars is  
9 received on the effective date and 245,000 dollars on the first  
10 anniversary of the effective date. Again, the balance there,  
11 Your Honor, can be -- if it's not distributed by the fourth  
12 anniversary or there's a twelve-month period after the first  
13 anniversary where no Mesh claims were received that amount,  
14 again, can revert back to the purchaser entities. This  
15 negotiated result, Your Honor, is a far superior proposal than  
16 what was in the initial RSA.

17           As noted in his declaration, Mr. Frankel believes that  
18 these structured payments are acceptable because based on his  
19 forecasting, he expects the future claims, by their nature,  
20 will come in over time. So it's acceptable that the payments  
21 to the trust come over time as well. And he also believes that  
22 the funding will be there for the trust from the purchaser  
23 parent. And that is based on the debtor's financial  
24 projections that are part of the plan supplement and his  
25 investment banker's own evaluation of those projections. So in

1 order for the purchaser parent to emerge from Chapter 11, in  
2 consideration for this trust funding, the plan calls for a  
3 channeling injunction that directs all future PI claims to the  
4 future PI trust for processing and distribution.

5 Now, this is a bit unusual, Your Honor, in a case like  
6 this to have an entirely separate trust just for future claims.  
7 We think this is really a product of the cadence of the  
8 negotiations, where the presents were settled first, and then  
9 the future claimants were brought into the mediation.

10 Nonetheless, the FCR has worked to maintain the symmetry that  
11 we've talked so much about between the future claims and the  
12 present claims, such that the separate trust will not be an  
13 impediment to these claimants receiving the same or  
14 substantially similar recoveries. It's also the unusual nature  
15 of this trust that we've agreed to a reversionary interest held  
16 by the purchaser parent. If these claims do not materialize,  
17 the money can go back to the reorganized debtor.

18 To sum up, Your Honor, the stated goal of the future  
19 PI trust is to value and pay future PI claims in substantially  
20 the same manner and amount as present PI claims, based on Mr.  
21 Frankel's analysis and that of his team. We believe this has  
22 accomplished that. As detailed extensively by Mr. Frankel's  
23 declaration, we believe that the plan has been proposed in good  
24 faith. The terms allow for a fair, reasonable, and efficient  
25 process for the resolution of future claims. Mr. Frankel

1 believes that the channeling injunction provision set forth on  
2 the plan are necessary and appropriate, given the financial  
3 circumstances of the debtors. And as I mentioned before, this  
4 is truly an extremely complex case. There's been a number of  
5 challenging issues. And the plan is a very integrated set of  
6 compromises among the creditor constituencies.

7           The FCR, like the others, Your Honor, appreciates the  
8 hard work of the Court, the hard work of and collaboration of  
9 the mediator, and really all the parties that sat around the  
10 table to reach this extraordinary result. As a result, Mr.  
11 Frankel supports confirmation and urges the Court to sign the  
12 confirmation order.

13           THE COURT: Thank you.

14           MR. COHEN: Good afternoon, Your Honor.

15           THE COURT: Good afternoon.

16           MR. COHEN: Michael Cohen, Gibson, Dunn & Crutcher on  
17 behalf of the ad hoc first lien group. Our coadvisers in this  
18 case have been Evercore and FTI as banker and restructuring  
19 adviser, as well as Stikeman and Elliott (sic) our Canadian  
20 cocounsel. Joining me here today are Irish cocounsel Arthur  
21 Cox, with John Donald and Frances Flynn, who happened to be  
22 passing through town from Dublin. And they're here for the  
23 first --

24           THE COURT: How convenient.

25           MR. COHEN: How convenient, indeed. They're here for

1 their first plan confirmation hearing, so hopefully it's a  
2 treat. In addition, Justin Lavella --

3 THE COURT: It's a big test for all of us, I guess.

4 MR. COHEN: In addition, I'm joined by Justin Lavella  
5 of Blank Rome, our insurance counsel.

6 THE COURT: Thank you.

7 MR. COHEN: It is an honor and privilege to be before  
8 Your Honor today. We thank you and chamber staff for making  
9 the time for all of us to be here. We also thank Your Honor  
10 for entering the order approving the rights, offer, and  
11 procedures and other relief yesterday.

12 As the debtors adeptly laid out in their confirmation  
13 brief and their opening today and as demonstrated by the  
14 evidence, we think the plan satisfies all the confirmation  
15 requirements enumerated in Section 1129 of the Code. The plan  
16 is, indeed, feasible and unquestionably in the best interests  
17 of the debtors and their estates, and it represents an optimal  
18 outcome for all of the debtor stakeholders.

19 Turning to the plan itself, I'll start with a response  
20 to Your Honor's comments made to Mr. Hill earlier. To say it  
21 diplomatically, without opening up disputes that are long  
22 settled now, I think what has become clear and I think it's  
23 evidenced by Mr. Buschman's declaration, is that the sale  
24 process itself showed that there isn't sufficient estate  
25 property to satisfy the first lien claims in full. And as a

1 function of that, all remaining value distributed subject to  
2 all the disputes and everyone's issues that were raised were  
3 incremental value used to settle various disputes. And I think  
4 what underlines that is apart from value, at a point in time,  
5 there's a cost to a case. And a case that's twenty months  
6 long, it's quite significant, having run about average of  
7 twenty million dollars a month.

8           And so I think we've always been mindful of -- and one  
9 of the key principles that underly our perspective here is to  
10 get the business out to flourish and to do so as rapidly and as  
11 cost efficiently as possible, bearing in mind there's a lot of  
12 parties and a lot of issues that had to be dealt with. So we  
13 were certainly grateful to be here today on a nearly fully  
14 consensual plan. But as folks have talked about the history,  
15 it certainly was not predestined to be the result; far from it.

16           And where we started was the picture of an  
17 unsustainable fund-to-debt leverage profile and significant  
18 litigation overhang that just burned in the businesses for too  
19 long. And as first lien stakeholders, it was important to  
20 extricate the business from that state of play. And so that  
21 was always -- that's always been the core value that sort of  
22 underly our perspective.

23           We were prepared to effectuate that result by pursuing  
24 a robustly marketed sale at the inception of this case. And we  
25 did so having reached an agreement with a multistate executive

1 committee at that time, in August of 2022 on behalf of what was  
2 then thirty-four states and the District of Columbia to fund  
3 the trust for the purposes of compensating public opioid  
4 claimants which itself was a pretty watershed result.

5           However, the cases were filed. And that in itself  
6 resulted the appointment of new parties, such as the committees  
7 and the FCR. And yet, other constituents emerged to take an  
8 interest in these proceedings.

9           In the first six months of this case, as Ms. Ringer  
10 pointed out, they were material and deeply seated disagreements  
11 among many of these parties. And many of those disputes were  
12 slated to be adjudicated before Your Honor.

13           Despite these disputes, the ad hoc first lien group  
14 was committed to sing through its support of the debtors and  
15 the business, yet open to have dialogue in order to avoid the  
16 potential spiraling costs and delay that litigation could have  
17 portended. At times, many of these disputes seemed  
18 detractable. And looking back, we thank Your Honor for asking  
19 the key parties to enter into mediation which was overseen by  
20 the Hon. Shelley Chapman.

21           Mediation, while heartfelt in every respect -- and far  
22 lengthier than anyone could have imagined; I mean, we only  
23 thought maybe it would be a couple months -- became a key tool  
24 to cut to the chase, to see if there was will among the  
25 applicable parties to settle their issues. And each party came

1 to mediation with their own unique interest and goals, as  
2 evidenced by the presentations today. Very diverse  
3 perspectives and issues were raised. It was certainly not a  
4 one-size-fits-all process.

5           The first resolutions for mediation were with the  
6 committees in March of 2023. And the first lien group is  
7 prepared to move forward with the sale, with those resolutions  
8 in hand. But in an effort to achieve a greater degree of  
9 consensus, the first lien group continued working vigorously in  
10 mediation with Judge Chapman and the other parties. This  
11 included constructive discussions with the U.S. government.  
12 Once a resolution with the U.S. government was in prospect, for  
13 the first time in this case, the Chapter 11 plan became a  
14 viable exit path. And like the other issues we have considered  
15 throughout the case, with an open mind, the ad hoc first lien  
16 group considered moving toward a plan and decided it was worth  
17 pursuing. Even with all the attendant process demands that  
18 came with it.

19           Ultimately, after extensive discussion with the  
20 debtors and the many parties with which we had reached  
21 resolutions, the process to retrofit all those deals we had  
22 reached into the structure of a plan began to take shape. And  
23 yet initially, there was no assurance it was going to work. To  
24 the credit of the parties and the professionals, the debtors  
25 were able to file their plan this past December. That plan is

1 finally before Your Honor with support from every key case  
2 party. And with overwhelming voting support, too; something  
3 that even we did not anticipate, given that there were about  
4 twenty voting classes and a voting population comprising over  
5 700,000 creditors which is just a landmark number of voters in  
6 any Chapter 11 case, and maybe historic in nature. Notably,  
7 not a single dollar of eight billion dollars of funded debt  
8 voted to reject this plan. Indeed, the extent of creditor  
9 enfranchisement is truly remarkable. And for such  
10 enfranchisement to lead to complete acceptances of the plan  
11 across the board is even more remarkable.

12 As important as this support of the plan is, so are  
13 the nature of the resolutions. Many of the deals in the plan  
14 are reasonably structured to ensure they are achievable and in  
15 a word, durable; something prior opioid cases lacked. And we  
16 as counsel and some of our clients were involved in some of  
17 those cases. And we witnessed that firsthand, as many of the  
18 professionals.

19 While these resolutions benefit the various creditor  
20 constituents for who they were negotiated, they also benefit  
21 the business and its future stakeholders. Because satisfying  
22 the plan settlements, in many cases at emergence, will enable  
23 the stewards of the business to move forward with sure footing  
24 and to place their full focus in driving the business toward  
25 growth and opportunity in this next chapter which the ad hoc

1 first lien group is excited to embark on with management in the  
2 very near future.

3 In sum, it has been a long, hard road, but a rewarding  
4 one. And the ad hoc first lien group fully supports  
5 confirmation of the plan and approval of the disclosure  
6 statement. With that, unless Your Honor has any questions for  
7 me, I would cede the podium at this time. Thank you.

8 THE COURT: Nope. I do not have any questions. Thank  
9 you very much.

10 MR. TROOP: Good afternoon, Your Honor.

11 THE COURT: Good afternoon.

12 MR. TROOP: Andrew Troop from Pillsbury Winthrop Shaw  
13 Pittman on behalf of the Endo multistate executive committee.  
14 Your Honor, I add my thanks to everyone for their hard work;  
15 for your indulgences, for your staff's indulgences, for Judge  
16 Chapman's tireless work, and for our own team at Pillsbury  
17 (indiscernible) and our financial advisors and Houlihan.

18 Your Honor, as you know, I stood before you very early  
19 in the case and said, effectively, the following. We had cut  
20 our deal. And that as long as people left our deal alone, they  
21 could negotiate whatever they wanted during the course of the  
22 case. And to a significant extent that has happened.

23 We came to the case, though -- and not to be too sad  
24 about the state of affairs here, but there's still 110,000  
25 people a year dying as a result of the opioid crisis. And our

1 constituents came to this case with that very much atop of  
2 mind. It's reflected in the resolution we negotiated then, it  
3 had three major components to it. Funds would come in and  
4 would be used almost exclusively for abatement purposes by the  
5 states. As an aside, Your Honor, we agreed then and we agree  
6 now that those funds will be used consistent with state  
7 abatement agreements or other state laws that pass money on to  
8 political subdivisions; that's why you've got a class 6B in the  
9 case that's getting nothing, but they are.

10 Secondly, Your Honor, we were focused on documents;  
11 that documents would be made available and made available  
12 publicly, so that people could learn from them -- not only in  
13 the context of the opioid crisis, but any product where the  
14 potential for addiction and harm exists -- to figure out how  
15 and why this crisis grew and how and why another might be  
16 abated, avoided.

17 The third thing that's been referenced here today,  
18 Your Honor, is the existing and prospective injunction with  
19 respect to primarily opioid marketing and sales. And Your  
20 Honor, that's what we came in looking for, having agreement  
21 with the debtors and the first lien lenders. And that's what  
22 has been preserved throughout this case for our clients.

23 The numbers have moved around a little bit. We  
24 started at 450 million dollars, nominal amount. Went up to  
25 465. And then as part of an end resolution of the case, went

1 down to 460 with an exercised prepayment option such that 273,  
2 give or take, million dollars will be distributed on the  
3 effective date to the fifty-one eligible states and territories  
4 who could participate in those funds. I say fifty-one because  
5 a condition to their participation was their voting in favor of  
6 the plan and through that, agreeing to the releases negotiated  
7 as part of the plan. And they all did.

8           As others have said, why is this prepayment so  
9 important? Everyone approaches it from their own perspective,  
10 but there's one common theme: The future is uncertain. That  
11 is not to say the plan is not feasible, it's simply to say that  
12 the future is uncertain. And in that regard, like Mr. Preis  
13 identified for his constituents, our constituents were focused  
14 on let's get as much money as soon as we can. And let's get it  
15 out as efficiently and as economically as we can. And so the  
16 trust agreement that's before you -- which you will approve,  
17 which will be a qualified settlement trust, it will be -- you  
18 will retain jurisdiction over it, consistent with those  
19 requirements for qualified settlement funds in a related  
20 trust -- also employs a very quick process for getting money  
21 out to states. We negotiated and incorporated percentage  
22 allocations, so there's no resolution of claims that goes along  
23 with our trust.

24           We adopted, to the extent that states wanted to adopt,  
25 the distribution mechanisms that are in place in the

1 Mallinckrodt case which allow, in many cases, for those funds  
2 to go directly to political subdivisions. As you know, Your  
3 Honor, there may sometimes be an issue when funds go through a  
4 state to get it back to the political subdivisions, so this has  
5 been an extremely important development.

6 We've identified our trustee, Brad Schuer (ph.). Our  
7 Delaware, trustee Wilmington Trust. We've identified a  
8 consultant. All of which will be used to push this trust  
9 through to resolution and closing as quickly as possible. Your  
10 Honor, we think it will take perhaps a year, a year and a half  
11 to get through the mechanics of closing up this trust -- filing  
12 tax returns, taking appropriate tax notices. But we are lucky  
13 that most of our beneficiaries aren't taxpayers, so it makes it  
14 a little bit easier.

15 And primarily, Your Honor, from a logistics, a  
16 mechanical review perspective, we're hopeful that the next time  
17 you'll see us, we'll simply be reporting to you that the trust  
18 is done. With all of that said, Your Honor, we urge you to  
19 confirm the plan.

20 THE COURT: Thank you.

21 MR. TROOP: Thank you.

22 MR. LEAKE: Your Honor, those are the parties in  
23 support of plan confirmation that I knew definitively wanted to  
24 speak today. Others had said they might. Or one or two  
25 others. Anyway, just leave it open.

1           THE COURT: Well, then let me inquire. Is there  
2 anyone else who would like to be heard in support of  
3 confirmation?

4           Sir?

5           MR. BARNEA: Yes, Your Honor. Good afternoon, Your  
6 Honor. JD Barnea from the U.S. Attorney's Office Southern  
7 District of New York. Nice to see you. I just have --

8           THE COURT: Very nice to see you.

9           MR. BARNEA: There's a lot of parts of this plan that  
10 don't affect the government that the government doesn't have  
11 any particular position on. But we just wanted to thank the  
12 Court and the mediator for helping us reach a resolution of the  
13 government's claims in this case. As you know, the last major  
14 filing the government made in this case was an objection to a  
15 standalone sale which would have resulted in no recovery on the  
16 government's substantial tax and law enforcement and health  
17 care claims.

18           And we found that for the reasons discussed in those  
19 papers inappropriate or insufficient. And so we're very glad  
20 that we were able to move away from that structure towards one  
21 where the Government's claims are treated appropriately through  
22 the resolution as described in the plan., And we're happy for  
23 that resolution to be part of the plan.

24           THE COURT: Terrific. Thank you very much.

25           MR. BARNEA: Thank you, Your Honor.

1 THE COURT: Is there anyone else who'd like to be  
2 heard? No?

3 Mr. Leake?

4 MR. LEAKE: Your Honor, at this point, we would move  
5 on to objections. My question is, would you like us to press  
6 on?

7 THE COURT: Yeah. Why don't we -- what I'd like to do  
8 is let's see if we can get through the objections, and maybe  
9 we'll take a break. I know that people may want to respond to  
10 that, but take a break.

11 Now, were you thinking that there'd be summaries or  
12 summations after this, or is it really just hearing from the  
13 parties and then giving it to the Court?

14 MR. LEAKE: The latter.

15 THE COURT: Okay.

16 MR. LEAKE: Yes.

17 THE COURT: All right.

18 MR. LEAKE: The only summation I want to do is finally  
19 give my thanks to a number of people because I didn't do it at  
20 the beginning because I told you I wouldn't do an opening  
21 statement.

22 THE COURT: All right. Fair enough.

23 Mr. Shafferman, are you there? There you are. Are  
24 you there?

25 MR. SHAFFERMAN: Yes. Hi, Judge. I'm sorry. That's

1 all right.

2 THE COURT: No problem. Approximately how much time  
3 do you think you need, you and your client need to put in the  
4 opposition?

5 MR. SHAFFERMAN: I'm going to defer to my colleague on  
6 that question.

7 THE COURT: All right. Well --

8 MR. SHAFFERMAN: Ms. --

9 MS. SIMINOVITCH: Your Honor, I guess I better sit  
10 where the front of the camera is. Your Honor, I've asked for  
11 an hour and a half. I will try to make it briefer than that.  
12 I appreciate everybody's brevity this morning. But we do have  
13 a different perspective. And I think it's important that we  
14 have enough time to flesh it out for you.

15 THE COURT: All right. Then why don't we do this?  
16 Let's recess. What is it?

17 THE CLERK: It's 1:10.

18 THE COURT: 1:10? Why don't we come back at 2  
19 o'clock? And we'll pick up with the opposition. We'll hear  
20 anything else that we need to hear about. And then we'll  
21 recess again.

22 I haven't had a chance to look at the revised order.  
23 So that's how we'll proceed. All right? So we'll recess till  
24 2 o'clock. Thank you.

25 (Recess from 1:11 p.m., until 2:18 p.m.)

1 THE COURT: All right. Good afternoon.

2 Mr. Shafferman?

3 MR. SHAFFERMAN: Good afternoon, Your Honor. I want  
4 to introduce again to Your Honor my colleague, Margo  
5 Siminovitch who's been admitted to the Court pro hac vice. And  
6 she will take the presentation of the oral argument on the  
7 legal issues.

8 THE COURT: All right.

9 MR. SHAFFERMAN: On our plaintiff's objections.

10 THE COURT: Okay.

11 MR. SHAFFERMAN: Thank you.

12 THE COURT: Thank you.

13 MS. SIMINOVITCH: Good afternoon, Your Honor. I just  
14 first want to make sure that you can hear me clearly.

15 THE COURT: I can right now. Yep.

16 MS. SIMINOVITCH: Okay. Just let me know if there's a  
17 problem. We've had some problem hearing the representations  
18 this morning, so please advise me if you have difficulty.

19 I am Margo Siminovitch from firm Fishman Flanz Meland  
20 Paquin. I am counsel for the Quebec plaintiff, Mr.  
21 Jean-Francois Bourassa in a class action instituted in the  
22 Superior Court of Quebec in May 2019 against a number of  
23 pharmaceutical companies, including Paladin Labs Inc., for  
24 their role in manufacturing, selling, distributing, and  
25 marketing opioids in the province of Quebec. In our class

1 action, class members must be residents of Quebec. Class  
2 period is 1996 to the present. And as appears in our  
3 authorizing application, which is exhibit PP-18, docket number  
4 711, you'll see that at least six of the Paladin Labs opioid  
5 products are sold in Quebec, including products containing  
6 fentanyl and morphine.

7 The company, Paladin Labs, is headquartered in  
8 Montreal and has operated throughout the entire class period of  
9 our actions. It has been reported to be a highly successful  
10 and profitable company that became part of the Endo Group in  
11 2014. And I would refer you if you want to see support for  
12 these statements to Exhibits PP-1B and C, also part of docket  
13 Number 3711.

14 Paladin Labs is a debtor in these Chapter 11  
15 proceedings and is a foreign representative in the related  
16 proceedings taken in Canada pursuant to the Companies'  
17 Creditors Arrangement Act, which is commonly referred to as the  
18 CCAA.

19 And before the Court today, because of decision  
20 rendered by Chief Justice Morowitz in the Ontario CCAA courts,  
21 with his reasons issued on January 17th, 2024, in the context  
22 of these Chapter 11 proceedings. We were before him in a  
23 procedural matter where Quebec class counsel had requested  
24 permission to be appointed to represent the interests of the  
25 Canadian personal injury claimants. And he denied our request

1 on the basis that the U.S. court is the primary forum for the  
2 restructuring of the debtors, including the Canadian debtors,  
3 that's at paragraph 47 of his decision, and that the relief  
4 sought should have been brought in the Chapter 11 cases. And  
5 that such a paragraph 64 of his decision. And his endorsement  
6 is exhibit QP-1E.

7 In light of Justice Morowitz's directive not to ignore  
8 these Chapter 11 processes, the Quebec plaintiff filed an  
9 objection to the confirmation of the proposed amended Chapter  
10 11 plan of reorganization in this Court. However, I'll come  
11 back to this later, Chief Justice Morowitz expressly had opened  
12 the door for the Quebec plaintiff to oppose any future  
13 recognition of the debtors' restructuring in this Court.

14 So I'm here today to explain to this Court what this  
15 law and why the proposed plan is not a good plan from the  
16 perspective of claimants in Quebec. In fact, it does very  
17 little, if anything, for any victim of opioids in the province  
18 of Quebec.

19 The reason why this is significant is because Quebec  
20 is very, very different from common law jurisdictions. But  
21 Beth is a civil law jurisdiction. It has a population of about  
22 8.8 million people who are mostly francophones. Their legal  
23 system is completely different from that that exists in the  
24 rest of Canada and in the U.S. And what we are telling you  
25 today, that there has been quite a chauvinistic approach to

1 claimants in Quebec. And some of the more recent examples of  
2 this are found, for example, in a statement of the ACC, which  
3 was filed on March 7th, 2024. And it's docket number 3785. It  
4 completely ignores the uniqueness of Quebec law and the Quebec  
5 population because it repeatedly refers to the Quebec  
6 plaintiffs' objection as the Canadian plaintiffs' objection.

7 And in the proposed plan, clearly we are not  
8 recognized as foreign claimants, that no one from Canada is  
9 recognized as a foreign claimant as the definitions exist for  
10 foreign claims and foreign claimants. And those are found at  
11 sections 1.1.132 and 1.1.175 or the fourth amended plan that  
12 was filed yesterday, docket number 3849.

13 In fact, Canadians buy the second highest consumers of  
14 opioids in the world. And yet as you heard this morning, there  
15 were only nineteen claimants that filed a claim in these  
16 proceedings.

17 THE COURT: Counsel, I'm sorry. Could I just  
18 interrupt you for a second?

19 I've read the papers. I understand the argument that  
20 if a claim was pursued and the litigation went forward and a  
21 class action went forward in Quebec, that if they were  
22 successful, the judgments that could be obtained, given the  
23 favorable state of the law, were substantially greater than  
24 what is being looked at as a potential distribution to  
25 creditors, to the class 7A creditors. And I also understand

1 that you're unhappy with that fact and you're unhappy with the  
2 distribution in the case.

3 And I further understand that you have some questions  
4 as to the effectiveness of the OCC and in the work that they've  
5 done.

6 What I don't understand, and what would be helpful to  
7 me -- and I don't mean to cut you off or to limit what you can  
8 go to, but could you tell me, please, now, just preview for me  
9 exactly what it is -- you make a good faith argument. You make  
10 fair and equitable arguments. Just tell me in advance, if you  
11 could what exactly the problems are, how this impacts the  
12 Bankruptcy Code -- or not the Code so much -- how that impacts  
13 the consummation of this plan. And if you just want to tell  
14 me, well, it's this, this, this, this, and I'm going to show  
15 you how that works, I'd like to know that now because I don't  
16 need -- most respectfully, I don't need to hear about the civil  
17 law. I don't need to hear about that. And the reason I don't  
18 is because although I haven't read all the judgments, I've  
19 certainly read the papers.

20 And I accept for the purposes of the argument that  
21 there is a likelihood that if there is a judgment obtained  
22 under Canadian law, it's going to be -- it's going to be -- it  
23 would be substantial. Right? I think that's what you're  
24 telling me. You're telling me take a look at what happened  
25 with the tobacco legislation. And we rang the bell there for a

1 judgment of billions of dollars Canadian. And there's no  
2 reason to think that you couldn't get something similar or  
3 along the lines. I'm not suggesting the magnitude would be the  
4 same. Maybe it would be greater; maybe it would be less. But  
5 your point -- at least as I understand it, your point is that  
6 that's something that hasn't been acknowledged or recognized  
7 under the plan. I think that's what you're saying. I just  
8 need to get some clarification. And if it is, what is it that  
9 you -- what is the principled basis for the objection under the  
10 Code? What's the objection? And what is it that you want me  
11 to do?

12 So I'm sorry to interrupt you, but if you could -- if  
13 you could tailor your comments to that, that would be very  
14 helpful.

15 MS. SIMINOVITCH: That is fine. I do want to just  
16 tweak something that you said referred to a judgment under  
17 Canadian law. We're saying no, it's a judgment under Quebec  
18 law that would make a difference.

19 THE COURT: Your point taken, point taken. Quebec  
20 law.

21 MS. SIMINOVITCH: And so -- and as you referenced the  
22 tobacco litigation, it was a landmark decision. I do want to  
23 say that what it would do would give us a roadmap for how the  
24 opioid litigation would proceed. And it would also expedite  
25 the decision in any opioid litigation that goes to the merits

1 just because these articles have already been interpreted by  
2 five judges of the Quebec Court of Appeal. It's very  
3 authoritative.

4 THE COURT: Okay.

5 MS. SIMINOVITCH: I do also want to point out, which  
6 the tobacco litigation doesn't cover, is that the charter of  
7 the French language is also distinct, and that any entity that  
8 does business in Quebec must communicate with Quebecers in  
9 French. And this isn't the issue of choice for U.S. debtors.  
10 This is to be handpicked issues what you communicate in French.  
11 All communications to Quebecers must be in (audio  
12 interference). So what we're saying is that you took a  
13 population that's francophone that was suffering from opioid  
14 use disorder, addiction and dependence, and you put in a  
15 process of notifications that you adhere to the laws of Quebec  
16 and didn't consider the very specific environment where these  
17 claimants live, and obviously, what you got over nineteen  
18 claimants filing out of a population of 8.8 million, a  
19 community that's being devastated by opioids, including those  
20 manufacturers.

21 THE COURT: But most respectfully.

22 MS. SIMINOVITCH: But let me --

23 THE COURT: I'm sorry to interrupt you. But most  
24 respectfully, you're not representing anyone but the Quebec  
25 plaintiff. The Quebec plaintiff clearly had no problem

1 understanding what the bar date was or anything else because  
2 the Quebec claimant -- excuse me, the Quebec plaintiff is here.  
3 And so I understand the point you're making. And it's not as  
4 if the debtors -- the record is clear that it's not as if the  
5 debtors turned a blind eye to the need to communicate with  
6 people in French, that certainly there were -- some of the  
7 notices were sent in translation and there was an to get French  
8 translations on the Kroll website, although you point out that  
9 maybe at the time you did it or maybe -- I don't know the  
10 extent of the alleged problem, but the translation wasn't  
11 working.

12 But my point is, your client -- you're here  
13 representing your client. You're not representing a class.  
14 And so while I understand the point from your client's  
15 perspective, whatever errors may have been made -- and I'm not  
16 finding or suggesting there are, and I think the debtor would  
17 say there aren't. But all I'm saying whatever may have been  
18 problematic wasn't for your client because your client's here.

19 MS. SIMINOVITCH: The plaintiff is here. But we also  
20 got into trouble, if I can use the terms, because we felt the  
21 OCC was representing us properly. And so we didn't take action  
22 earlier because we thought we were being represented by the  
23 OCC. And it was only in July, last July, that we saw  
24 complaints that were filed by the OCC and realized there were  
25 very serious problems, very serious allegations, both of the

1 purpose of what was being done by the debtors going back to at  
2 least 2018 and also about the payment just on the eve of  
3 bankruptcy to directors, including to the directors of the  
4 Canadian entities. The OCC resolved their matters, but I don't  
5 think they ever really considered what was going on in Canada  
6 and the impact on Canadians. And they certainly never reached  
7 out to say do you have a problem with this, do you have a  
8 different perspective on what would be a real settlement.

9           And then to add to this -- and I think it's really  
10 important because people have talked this morning about  
11 remembering the opioid crisis and remembering the victims of  
12 the opioid crisis. And I think it's really important to do  
13 this because I think you have to do a little bit of faculty of  
14 math. They have said that there are about 90,000 claimants,  
15 personal injury, opioid claimants that have filed proofs of  
16 claim. There's a pot of money of about forty million for all  
17 of those people. Ultimately, victims are going to get at best  
18 about 500 dollars. And if they don't give the releases, it's  
19 probably about 100 dollars.

20           Well, at least in Quebec, the cost of your medical  
21 information to validate your proof of claim is going to cost  
22 more than that. That's a problem to me. There's just  
23 something about that. You're looking at a room of lawyers  
24 whose hourly rates exceed what an opioid victim who's had their  
25 life devastated is going to get. And we are very, very

1 concerned that the (audio interference) here in Quebec who had  
2 a very, very good case going forward are going to get nothing  
3 out of this process. It's a pyrrhic victory at best. And we  
4 are very, very concerned we are. The issue of not presenting  
5 every (audio interference) French is a violation of the French  
6 language laws. It prejudices and discriminates against  
7 Quebecers.

8           And I would add, Your Honor, that in Canada, the rules  
9 with respect to class actions and proofs of claim are a little  
10 bit different than they are in the U.S. as I understand it.  
11 Mr. Shafferman will present more on the U.S. law. I don't have  
12 a degree in American law. I have degrees in Canadian common  
13 law and the civil law. But I will say that one of the  
14 decisions that I filed, which is the Sinal Coree (ph.)  
15 decision, and I show the minutes -- that exhibit is -- no.  
16 That's QP-6. I didn't file that decision. It's not a long  
17 decision. But you'll see in that decision that there was a  
18 class proof of claim that was allowed from Ontario for the  
19 putative class members and then another class proof of claim  
20 that was allowed for Quebec residents. And in fact, there was  
21 another one that was for New York residents.

22           So the Canadian courts view this a little differently.  
23 Our class action, we are very, very optimistic that it's going  
24 to be authorized. We have estimated the size of our class to  
25 be in the thousands. And as you would have seen in my

1 materials, we don't think everybody in the class took Paladin  
2 or Endo's drugs. We think that the numbers should be very  
3 significant. And we are very concerned about a process that is  
4 going to see people who maybe had their lives devastated get  
5 nothing.

6 THE COURT: Well, you know, counsel, first, you're  
7 right. There is no class. Class hasn't been certified in  
8 Canada. I understand that.

9 I also understand that that under Canadian law, it is  
10 easier to file a class claim. And that may be in order to do  
11 that. But a class claim hasn't been filed here. There's been  
12 no request for that. The bar date order specifically limited  
13 groups into who could file a class claim for administrative  
14 convenience purposes.

15 Now, that order has been in effect for a long time.  
16 And neither you -- not you -- neither the Quebec plaintiff nor  
17 any other party-in-interest came forward to challenge that, to  
18 question it. And I have to -- most respectfully, I have to  
19 take some issue with you as you are looking at and describing  
20 your unhappiness with the amount of money that the value of  
21 this settlement may bring.

22 You heard counsel today. You heard every one of them  
23 stand up. And I made the mistake early on of suggesting that  
24 perhaps people all agree that the first L, the 1Ls were  
25 undersecured. You may not have seen it. I think everybody in

1 the room stood up. And half of them were saying, you're out of  
2 your mind, Judge. And the other guys were saying, no, no, you  
3 got -- you're spot on. In fact, that's what we walked into.

4 And you heard debtor's counsel, Mr. Leake, talk about  
5 it. And you've heard people and you've seen it in the papers.  
6 You've seen what the committee has said, UCC said in their  
7 papers where they where they basically said this case got  
8 filed, in comes the debtor with a deal to make -- with a sale  
9 agreement with the 1Ls that's supported by Mr. Troop's clients  
10 if I get that right. And they said, look, isn't life grand, ad  
11 this is what we're going to do under the plan. And there was,  
12 of course, a great deal of opposition to it. All of this is a  
13 matter of record.

14 I only say this because the suggestion that you're  
15 making to me, the suggestion that you're making that there  
16 should have been a lot more money for the benefit of Quebec  
17 claimants or Canadian claimants or U.S. claimants, opioid  
18 victims, whatever type of claim, whatever nationality, I have a  
19 hard time with that. I tell you, the reason I have a hard time  
20 with it is because I've been through this case. I've read the  
21 declarations. I've read the pleadings, I read all the  
22 complaints that didn't get filed in the end because that  
23 standing motion, they were able to resolve it. I know they  
24 were able to resolve it because I ordered them to go to  
25 mediation.

1           And our lucky stars are that former retired bankruptcy  
2 Judge Chapman was available to do the mediation. You've heard  
3 it all through the course of the hearing. I haven't seen or  
4 talked to her even before she was appointed. But I can tell  
5 you that based upon what I've seen, it's nothing short of a  
6 miracle that we were able to get as far as we have.

7           Now, it's not to say that being disappointed with the  
8 with the potential return here, that you don't have a right to  
9 do that. My only concern is that as you're making this  
10 argument, you seem to be turning a blind eye to what the facts  
11 were when this case started, the amount of time that people  
12 have put in to try to get to a point where they were able to  
13 get a return. And you're right. People talk about the opioid  
14 crisis. People talk about the need to address those problems  
15 and that Mr. Preis said it during his comments. I'm not sure  
16 if it was Mr. Preis or his colleague cocounsel. They stood up  
17 the day that case was filed and they said, you know, Judge, you  
18 got to take care of -- you've got to be mindful of the plight  
19 of the opioid -- the opioid personal injury claims. So that's  
20 been a subtext to what's gone on throughout this case.

21           And again, I apologize for interrupting you, but I  
22 just -- I'm concerned a little bit that you're just not  
23 acknowledging what is clearly in the facts of this record. And  
24 that is that this this settlement was hard fought, was long  
25 incoming, was negotiated by very, very good lawyers with the

1 help of an extraordinary mediator. And this is where we got  
2 to.

3 And I understand the law is different. I understand  
4 that you're not happy with the return. I understand that there  
5 are a lot of people in Quebec who are suffering from this  
6 opioid problem. And I understand that right now, nineteen  
7 people filed claims. I understand all of that. What I don't  
8 understand -- most respectfully, what I don't understand is  
9 why that means I shouldn't confirm this plan. And what I'd  
10 like you to do is to tell me why it is, unless there's some  
11 other, other things you want to mention. And I'm saying  
12 that -- I don't mean to cut you off. I don't. I want you to  
13 finish. But I want you to bring it around and show me why  
14 under the Code, this plan fails. Okay?

15 MS. SIMINOVITCH: I am going to leave the U.S.  
16 Bankruptcy Code Board to Mr. Shafferman.

17 But I do want to say that I am not dismissing the hard  
18 work that went in, not at all. I'm saying that we should have  
19 been reached out to when the mediation process happened. It  
20 was very reasonable for us -- in fact, we were told that the  
21 OCC respectively was representing our interests. They were  
22 representing globally all personal injury opioid claimants,  
23 among other opioid claimants. No one reached out to us. The  
24 debtors didn't reach out to us. They were aware of our  
25 actions. The OCC didn't reach out to us. And ultimately, we

1 feel that the resolution that was entered into could have  
2 considered -- there should have been consideration at some  
3 point whether we should be classified separately from the other  
4 personal injury opioid claims because the distinction of our  
5 law and population, we should have been considered as to  
6 whether we should be allowed to file a proof of claim on a  
7 class basis.

8 THE COURT: Most respectfully, no one stopped you. No  
9 one prevented you from doing that, to my knowledge. And the  
10 world was on notice that this bankruptcy -- at least as far as  
11 what was going on in Canadian courts, so not the world, but  
12 certainly people -- your client would have been on notice,  
13 right, of what was going on because they filed the CCAA  
14 proceeding. They commenced that. There's been litigation in  
15 that. There's nothing that I'm aware of would have stopped you  
16 or your client from reaching out to the OCC and knocking on the  
17 door and saying, you know, I know you got your hands full, but  
18 don't forget us because we're in Quebec and we have far better  
19 potential for obtaining judgments, et cetera, against the  
20 debtor. And we want to be part of this.

21 I've not seen anything with respect to the conduct by  
22 either committee that has been other than very, very focused on  
23 the fiduciary duties, the very different fiduciary duties that  
24 they had and sometimes conflicting with one another to be able  
25 to get to where we are now. And so should they have -- should

1 they have reached out? I'm not sure. But I know this. We are  
2 where we are. And there was no attempt to file a class claim.  
3 There was no attempt to come forward to my knowledge with that,  
4 right? There was --

5 MS. SIMINOVITCH: Judge Garrity --

6 THE COURT: And -- excuse me --

7 MS. SIMINOVITCH: Sorry. If I could just interrupt  
8 you.

9 THE COURT: Sure.

10 MS. SIMINOVITCH: Can I just interrupt you? I  
11 apologize, Judge Garrity. I wanted to correct you. We did  
12 file a class-based proof of claim. And we were informed by  
13 counsel for the OCC that it would probably be rejected. And  
14 that's when we started to really get into what was going on.

15 We were not being contacted in any way by anybody  
16 about what was going on. And so it was only in July when we  
17 started finding out we were given a copy of the redacted OCC,  
18 what we call the complaint, which was the motion that they had  
19 filed with four complaints. And we saw that they were very,  
20 very serious allegations. And certainly, we were very  
21 concerned about that.

22 And when you say we went before the Canadian court,  
23 that hearing was last December. And chief Justice Morowitz  
24 told us no, you can't avoid -- you have to go first to the U.S.  
25 court and issue your concerns there, which is why we're here

1 today.

2 THE COURT: All right.

3 MS. SIMINOVITCH: And --

4 THE COURT: All right. Then I appreciate that  
5 clarification. And if I misspoke, I apologize.

6 But why don't we -- and again, if there's something  
7 else you'd like to say in further support as it relates to the  
8 Canadian process or the Canadian claims, again, I think I think  
9 I have an understanding of the point, but I think it's time --  
10 if you're done with that, then I'd like you or your U.S.  
11 counsel to tell me why I should deny the confirmation of the  
12 plan as it relates to the interests of the Quebec plaintiff.

13 MR. SHAFFERMAN: Your Honor --

14 THE COURT: Because I think that's what the ask is,  
15 isn't it?

16 MS. SIMINOVITCH: I would like the opportunity to just  
17 say that we don't think the plan -- we obviously have objected  
18 to confirmation of the plan. We would like an opportunity to  
19 make our case as to the merits of our position as to the  
20 debtors and see if we could mediate a resolution with them.

21 As I say, just the fact that only some materials were  
22 provided in French is a violation of the French language  
23 Charter. Very clear and important information was not provided  
24 to Quebecers.

25 THE COURT: Right.

1 MS. SIMINOVITCH: I think it's significant.

2 THE COURT: Okay. Right.

3 MS. SIMINOVITCH: And I would ---

4 THE COURT: Excuse me. But your client got it. Your  
5 client had it. Your client is here.

6 MS. SIMINOVITCH: Our client is proposed class  
7 representative for thousands of Quebecers. And --

8 THE COURT: No, I understand that.

9 MS. SIMINOVITCH: And --

10 THE COURT: I'm sorry?

11 MS. SIMINOVITCH: A reality in Quebec, they have an  
12 expectation that this class action will protect their  
13 interests. And for most of them, like for example, our Quebec  
14 plaintiff is a unilingual francophone. There's many other  
15 francophones. They would not have been able to follow this  
16 process both because of language and both because of the  
17 complexity of the process.

18 THE COURT: All right.

19 MS. SIMINOVITCH: It's just not realistic that this  
20 reached them in an effective way.

21 And I just like to say I saw this morning that two  
22 counsel from Ontario have made motions to be appointed pro hac  
23 vice to be able to make representations. I oppose both  
24 motions. They haven't indicated why it is necessary in this  
25 process. They don't have knowledge of the Quebec law. They

1 can't speak to that. And there's many, many counsel for the  
2 debtors that are well able to present the debtors' perspective  
3 here.

4 THE COURT: All right. Well, I had --

5 MS. SIMINOVITCH: And --

6 THE COURT: And I granted your motion for pro hac vice  
7 involvement.

8 I had an opportunity -- and I meant to say this at the  
9 outset of the hearing. I saw the papers last night. I had an  
10 opportunity to review them. Most respectfully, to the extent,  
11 I'm not sure you have standing to object. But if you do, most  
12 respectfully, I overrule it. And I approve the admission pro  
13 hac for the purposes of this hearing with respect to the two  
14 counsel who had submitted the application. So again, most  
15 respectfully, your objection is overruled.

16 Mr. Shafferman?

17 MS. SIMINOVITCH: Thank you, Your Honor.

18 THE COURT: Sure. Thank you.

19 MR. SHAFFERMAN: Thank you, Your Honor.

20 I will be brief, but I I'll try to answer your  
21 question. I'll start first from a substantive aspect of it.  
22 And I believe, again, it's set forth in the memorandum or the  
23 objection. And that would deal with 1122. And Ms. Siminovitch  
24 touched on it under the Canadian law perspective.

25 Your Honor has the discretion to separately classify

1 into subclasses another division of class 7 for the claimants  
2 or claimants, the putative class member, I will call him,  
3 because, again, the rights and the burden and the way of  
4 proving a claim in Quebec is different from other parts of  
5 Canada and certainly from other parts of the United States.

6 As I understand it, anecdotal or statistical evidence  
7 is all that is needed to show damages to show liability.

8 There's no proximate cause requirement. You just need to show  
9 a causal link. In other words, rights and the degree to which  
10 proof has to be made is different. And I believe Your Honor  
11 has the discretion, not the obligation, but under the Dow case  
12 and others, to separately classify.

13 Why would it be in the best interest of these  
14 creditors to be separately classified? Well, they have an  
15 opportunity to negotiate a -- maybe a different treatment based  
16 on their rights, their lay person, and especially given that  
17 the members of these classes are not business entities, not  
18 like a contractual claim or some other type of tort claim of a  
19 business. Either the current -- I'll say the class member or  
20 the thousands of other people who are not there are victims of  
21 a drug. Of course, we have the language barrier. And there's  
22 also a different name that made it more difficult for them to  
23 be in the process of the entity Paladin.

24 So we believe that the plan has not should have a  
25 separate class. And again, going back to what my colleague

1 said earlier, they should have had the opportunity to then have  
2 specific treatment based upon their rights vis-a-vis the rights  
3 of the other non-Quebec victims.

4 I think that also is a factor into the fair and  
5 equitable standard in terms of the settlement, because when  
6 you're doing the Meridian test or the application of the lowest  
7 level -- the lowest level in the standard of reasonableness  
8 rung, that their rights may be a different way of looking at  
9 whether that standard applies if it reaches the lowest level of  
10 reasonableness, given their different legal rights. So I think  
11 that factors into the fair and equitable part of the plan.

12 With respect --

13 THE COURT: Let me interrupt you for a second before  
14 you get off the classification.

15 MR. SHAFFERMAN: Sure.

16 THE COURT: And you did argue fair and equitable, but  
17 it had nothing to do with the settlements, at least as I recall  
18 it in the papers. I think you were arguing fair and equitable  
19 as it related somewhat to treatment.

20 But let's -- before we go on, let's deal with  
21 classification. I think you said I have the discretion to  
22 separately classify them. And I and I think it follows that  
23 the case law -- the cases, but the case law is clear that I  
24 also have the discretion not to --

25 MR. SHAFFERMAN: Correct.

1 THE COURT: -- not to put them in a separate class.  
2 And what I should focus on first -- isn't it the case that what  
3 I should focus on first is the nature of the claim?

4 Now the members of -- in class 7A, which is the class  
5 we're talking about, the PI opioid victims, they're all victims  
6 of the -- and they all have claims arising out of the opioid  
7 produced, marketed, whatever it was, by the debtor.

8 MR. SHAFFERMAN: Right.

9 THE COURT: The base claims are the same, aren't they?  
10 You're saying --

11 MR. SHAFFERMAN: Yes. The cause and effect of what  
12 happened to give them the claim. But that's the way they would  
13 have liability determined may make their -- the Quebec  
14 plaintiffs have a greater likelihood of recovering or showing  
15 liability versus in other non-Quebec jurisdictions because of  
16 the laws that would govern their claims.

17 THE COURT: All right.

18 MR. SHAFFERMAN: And there would be -- that's the  
19 distinction I'm making.

20 THE COURT: Okay.

21 MR. SHAFFERMAN: And I do agree, Your Honor has the  
22 discretion to go in either direction on the classification  
23 issue.

24 THE COURT: All right.

25 MR. SHAFFERMAN: In terms of the process, and I'm very

1 new into this case, I think that it is where it is now and it  
2 was where it where it was then. And again, forgive me. I --

3 THE COURT: I won't argue with that.

4 MR. SHAFFERMAN: I appreciate the work that must have  
5 gone in and the time and everything.

6 But this is a strange procedure from my coming in  
7 basically from another planet, so to speak, and landing here.  
8 We have a small business process for a conditional approval and  
9 then confirmation in one hearing in a mega case. And I just --  
10 maybe I haven't been in enough mega cases, but I've never seen  
11 that before. And the point is, I guess now that this  
12 particular constituency has United States representation, if  
13 there was -- in a case where we were at disclosure now and  
14 confirmation was out in about forty-five or so days, we'd have  
15 the opportunity to file a motion for class certification and  
16 maybe have further discussion with the constituencies. But it  
17 just seems that the process here is one that's moving very  
18 fast, given the size of the case and the issues involved. And  
19 I guess that goes --

20 THE COURT: Well, let -- hold it. Excuse me. Hold  
21 it.

22 Let me be really clear. I do not believe that there  
23 has been any shortcuts taken in this case. I do not believe  
24 that any party-in-interest has expressed an interest in order  
25 to get involved in this case has been denied that opportunity.

1           This case, the effort to get to where we are today,  
2 had gone through, as you heard and as the record is clear, a  
3 series of mediations, a series of negotiations, an opportunity  
4 to finally get people to come together, a sale process that was  
5 noticed a couple of weeks after the case began. And that sale  
6 process was going forward on notice to the world. The amount  
7 of -- the amount of notice that went out as it related to that  
8 the initial sale process, whether it was infomercials or in  
9 newspapers or in over the radio or wherever, it's all  
10 documented in the Kroll affidavits of service.

11           It's inconceivable to me to think that that from the  
12 outset of this case, it was -- there's absolutely no question  
13 that people were getting notice of what was going on and moving  
14 forward to what would have been a sale process in the beginning  
15 of January. That's what this was going to be.

16           And yes, it morphed. And it morphed into a plan when  
17 it became clear that through the good offices of Judge Chapman,  
18 she was not only able to bring the UCC and the OCC to the table  
19 to get to a point where they were able to work out what they  
20 believe to be fair and equitable settlements on behalf of their  
21 group, but she was able to work through with the other groups  
22 and very significantly with the U.S. government.

23           And once that happened -- and you heard Mr. Leake talk  
24 about it this morning. Once that happened, it became clear  
25 where perhaps it was Mr. Cohen who was saying once we got

1 there, it was clear we could do this through a plan. And  
2 that's how it went.

3 And this wasn't this -- this is certainly not akin to  
4 a small business case. It's certainly not akin to a situation  
5 where somebody woke up one morning in a mega case and said  
6 let's approve a disclosure statement and go to confirmation in  
7 thirty days. That's not what happened here.

8 I agree with you. The approach was somewhat unique in  
9 the sense of asking for the conditional approval of the  
10 disclosure statement to then move this forward to confirmation.  
11 I had no problem with it, with the request then. I don't have  
12 a problem with it now. The reason I don't is because I believe  
13 the disclosure was adequate, but more importantly, more  
14 significantly, I think that what has been demonstrated through  
15 the life of this case, the amount of notice that people have  
16 had with respect to what is ultimately the end game here, which  
17 is the sale of this business with the ability and the good  
18 fortune of being able to work out settlements with all of the  
19 interested parties.

20 So I understand your -- you seem to be saying, gee,  
21 this happened all of a sudden and it's really a kind of an  
22 unconventional thing. And lo and behold we have a mega case  
23 where you gave conditional approval to his to a disclosure  
24 statement and brought this confirmation hearing on now.

25 Now, yeah, that's what happened. But in the context

1 of how it happened -- and again, the amount of notice that  
2 people have had with respect to this case and the transaction,  
3 the underlying transaction, right, this isn't something that --  
4 to the extent that you're suggesting, that there's not been an  
5 adequate notice or opportunity, I most respectfully disagree  
6 with you.

7 MR. SHAFFERMAN: Thank you, Judge.

8 But I have no other comment except one last question,  
9 which I may have missed. And that -- and it goes, I guess, to  
10 disclosure. They were the debtor was supposed to be filing a  
11 notice or a list of who the post-confirmation officers and  
12 directors are going to be. I don't -- I've missed that unless  
13 it hasn't been filed yet. I think that goes to just the  
14 provisions on the plan on operation of the businesses post-  
15 confirmation.

16 THE COURT: Sure. Let me just ask -- inquire of Mr.  
17 Leake. I thought it was in -- I thought it was in a plan  
18 supplement but --

19 MR. SHAFFERMAN: I may have missed it. They had a lot  
20 of --

21 THE COURT: Well, I may have missed it too.

22 MR. SHAFFERMAN: Thank you.

23 THE COURT: Mr. Leake?

24 MR. LEAKE: Yes, Your Honor. We have filed a document  
25 that that describes the process by which the board members will

1 be appointed. And we will be implementing those procedures and  
2 identifying those particular people between confirmation.

3 THE COURT: All right. Thank you. Anything else?

4 MR. SHAFFERMAN: Thank you, Judge. Nothing else, Your  
5 Honor, on my end here. Thank you.

6 THE COURT: All right. Well, thank you very much.  
7 Okay. Yes. All right.

8 So we've now addressed the first objection. We'll  
9 hear with respect to the second objection. Right? Is that  
10 what you --

11 MR. LEAKE: What I suggest is we hear responses to the  
12 first objection then deal with the proceeds separately just  
13 because --

14 THE COURT: All right. Thank you. Thank you. Yep.

15 MR. LEAKE: That would be my colleague, Jason  
16 Kestecher, will respond.

17 THE COURT: Okay. Very good.

18 MR. KESTECHEER: Your Honor, Jason Kestecher, Skadden  
19 Arps, for the debtors.

20 Effectively, as the Court has recognized, Mr. Bourassa  
21 has been arguing that Quebecers should be separately classified  
22 from all other claimants and receive greater recoveries because  
23 of differences in law.

24 From our perspective, before we touched on the merits  
25 of that, just wanted to briefly go into the standing point

1 which the Court identified. Mr. Bourassa, many of his  
2 arguments are purported to be on behalf of all class members,  
3 but the class has not been certified. He doesn't speak for  
4 anyone but himself. The matter hasn't even reached discovery  
5 yet. So to the extent that he's relying on those arguments  
6 about injuries to others, the Court can address those and  
7 overrule them on a standing ground.

8 But even setting aside those important standing  
9 concerns that are interlaced through his argument none of those  
10 none of his remaining objections have any merit under the  
11 Bankruptcy Code. On classification, as the Court recognized,  
12 it's black letter law that substantially similar claims may be  
13 placed in the same class, but they're not required to be. And  
14 counsel conceded that in his argument.

15 Courts recognized that all general unsecured claims  
16 have the same legal rights against the debtor's estate and  
17 therefore are substantially similar. The Quigley case, which  
18 we cited in our brief, and the AOV industries case in the DC  
19 circuit, 792 F.2d 1140, also stands for that proposition.

20 But what those cases explain, and others explain is  
21 that the legal character of those claims against the debtor's  
22 estate is what is important, not comparing those claims to each  
23 other. So that means really, Quebec law is basically  
24 irrelevant as to whether his claim is appropriately classified.  
25 So long as it's a general unsecured claim, it may be put in a

1 class with other general unsecured claims.

2           And here, just one interesting fact, is Mr. Bourassa's  
3 papers heavily relies on a law that just came into effect in  
4 November of last year, basically arguing that this  
5 classification scheme should be thrown out on the basis of a  
6 law that didn't even exist when the ACC was negotiating its  
7 settlement. So it just shows that that standard really can't  
8 work. Otherwise, you're subject to changes in law over time  
9 that could affect classification.

10           Also, he pointed out or counsel pointed out a number  
11 of factors in their papers that purportedly distinguish Quebec  
12 law from U.S. law. And honestly, we're not convinced of that.  
13 If it's civil law that matters, well, Louisiana has a civil law  
14 regime in the U.S. And its claims from -- tort claims from  
15 Louisiana are traditionally included in a general unsecured  
16 class. Strict liability, if that's the issue, well, U.S.  
17 claims have strict liability under product liability theory.  
18 So that's another similarity. And if it's punitive damages,  
19 well, punitive damages are also allowed under U.S. law. So  
20 it's not really clear that those claims are even different in  
21 the ways that counsel suggests them to be.

22           But the Bankruptcy Code doesn't really get into all of  
23 this. It adopts a much simpler approach, and that is general.  
24 Unsecured claims, as I said, can be classified together. You  
25 don't need comparative law experts that appear at confirmation

1 for this principle. And the Court is not going to be charged  
2 with looking into, for example, automobile liability under  
3 Saskatchewan law and how that compares to some other entirely  
4 different body of law. It's just irrelevant.

5 So ultimately, although the oral argument today, the  
6 objectors seem to recognize the discretion that the Court has  
7 and the debtors have in creating a classification scheme, what  
8 the arguments that they've made would do is undo that  
9 discretion and really force the debtors to separately classify  
10 their claim and perhaps many other claims that have slight  
11 differences in law from whatever the prototypical claim in a  
12 class is. So we think that argument should be overruled.

13 Briefly, I can move on to noticing, but I think the  
14 Court recognized in its colloquy with counsel our points  
15 anyway. This claimant had actual notice of the bankruptcy  
16 proceedings since just days after the case was filed. Our  
17 Canadian litigation counsel personally emailed counsel who's  
18 objecting here and to tell them about the CCAA stay. I believe  
19 that was on August 23rd, 2022. So they've really been on  
20 notice since the opening days of this bankruptcy case.

21 As the Court also recognized, the debtors did an  
22 extensive bar date and sale noticing campaign that rivals any  
23 other in U.S. Bankruptcy Court history. It cost over sixteen  
24 million dollars. It reached ninety percent of Canadian adults  
25 an average of ten times and 432 million impressions across

1 Canadian media channels.

2 In terms of French language, there were substantial  
3 efforts made to make French noticing, including newspaper and  
4 magazines, press releases, online display advertising, social  
5 media. And counsel did not appear prior to us engaging in  
6 those campaigns to ask us to modify them in any way. If they  
7 did appear, we would have been happy to work with them and talk  
8 to them about it.

9 To sum it up, Mr. Bourassa's counsel has received a  
10 multitude of notices in this case in French and English and  
11 never once complained until just recently. He's also appeared  
12 in Canada, and I think the court's familiar with CCAA court's  
13 decision, arguing that he should be appointed to represent all  
14 Canadian personal injury claimants and that his fees should be  
15 paid by the estate. He also argued that the class proof of  
16 claim issue, et cetera.

17 But the Canadian court didn't embrace those and it  
18 dismissed his request, making some really important findings, I  
19 think, that are also applicable here. It found that counsel  
20 was on notice and this claimant was on notice, he didn't object  
21 to the bar date which precluded class proofs of claim, he  
22 didn't challenge the lenders liens, and he didn't file a sale  
23 objection. It found that the time to challenge those matters  
24 had passed and that those challenges were expressly precluded  
25 by the bar date order and the cash collateral order.

1           It also found, importantly, that allowing the counsel  
2 to raise these arguments at this late stage would be highly  
3 prejudicial to the debtors and their stakeholders, given that  
4 all these deals have been cut and so much progress had already  
5 happened in this case so far. So we would ask that the Court  
6 not tolerate a further collateral attack on the debtors  
7 noticing program at this late date, particularly by this  
8 creditor who's been on notice now for over a year and a half.

9           As to good faith, would like to briefly touch on that  
10 as well, but I think the voting results speak for themselves on  
11 this front with ninety-five or ninety-nine percent of creditors  
12 voting in favor, the consensual mediation efforts overseen by  
13 Judge -- former bankruptcy Judge Chapman, and the deals that  
14 have been cut that have been described all morning.

15           Under the case law, we've cited, good faith is a --  
16 speaks to the process of plan development, not the content of  
17 the plan. And it seems what counsel is complaining about here  
18 really relates to the content. And what -- the standard also  
19 requires a showing of honesty and good intentions and a basis  
20 for expecting reorganization can be effected. I think you've  
21 heard amply from all the parties on that front, so I won't  
22 belabor it anymore. But it is clear that the plan meets the  
23 good-faith standard.

24           So based upon all that, Your Honor, we would ask that  
25 the Court overrule this objection. I believe counsel for the

1 OCC may have some responses as well.

2 THE COURT: All right. Thank you.

3 MR. SHAFFERMAN: Your Honor, Joel Shafferman for the  
4 record. I do not have any response to --

5 THE COURT: All right. Mr. Preis?

6 MR. PREIS: Good afternoon, Your Honor. Arik Preis,  
7 Akin Gump Strauss Hauer & Feld, on behalf of the OCC.

8 THE COURT: Could you speak up a little bit, please?

9 MR. PREIS: I'm sorry.

10 THE COURT: It's all right.

11 MR. PREIS: Should I say that again?

12 THE COURT: No, I heard it.

13 MR. PREIS: Okay.

14 THE COURT: I'm not sure the people behind you heard  
15 it.

16 MR. PREIS: I'm not going to repeat anything that the  
17 debtors said in the papers.

18 I want to respond to some of the things that were said  
19 by counsel. First, I said earlier when I spoke that we don't  
20 like having public disputes with our own claimants. Every  
21 opioid claimant is important -- sorry, every opioid claimant is  
22 important. And we don't like to seem as if we're belittling  
23 any opioid claims. I took from some of words of counsel that  
24 they seem to think that we were I think the word was  
25 chauvinistic about Quebec claimants because we refer to them as

1 Canadian opioid claimants. If they were offended by that,  
2 we're very sorry.

3 We also agree with them, that in a perfect world,  
4 there would be more money for opioid claimants. We said that  
5 before. We said it in our papers. We say in every case. The  
6 reality of this case, just it wasn't there.

7 With that, I want to get to a few specific points. It  
8 is true that Canadian counsel did contact us in July of 2023.  
9 That was right after the bar date. Since the bar date, none of  
10 the apparent Quebec claimants to my knowledge filed motions to  
11 file a late proof of claim even though clearly Canadian  
12 counsel was aware and they purport to represent a putative  
13 class. As a comparison, there were hundreds of late-filed  
14 claims in the other opioid cases.

15 The bar date, as I said, was in July. They knew that  
16 the class group would claim was only permitted for  
17 administrative convenience. And they never once filed a motion  
18 to approve their class proof of claim. It is absolutely true  
19 that when they asked me, I told them I didn't think it would  
20 win. That's based on our experience in Purdue where this issue  
21 was actually argued and briefed extensively by a number of  
22 potential classes. It wasn't decided because it was just  
23 settled, but also that we as an OCC would object to it because  
24 it would be prejudicial to the interests of all other opioid  
25 PIs. So yes, I did absolutely tell the counsel that I thought

1 they wouldn't win.

2           There was some insinuation that we told her that we  
3 represent her clients. I said it earlier. I'll say it again.  
4 And I told her. We represent opioid claimants taken as a  
5 whole. We were very clear.

6           The last thing I just want to mention, there is  
7 some -- she makes -- they make the argument that perhaps we  
8 should have separately classified the Canadian PIs -- sorry,  
9 the Quebec PIs. Obviously, as we put in our papers, the that  
10 could potentially list to -- lead to every PI in every state  
11 saying, well, my laws are different, and so the laws in  
12 Oklahoma are more -- are better for opioid claimants or tort  
13 claimants than Tennessee or whatever, and so there should be  
14 fifty different classes of opioid kindness. You can imagine  
15 that's not anything we would have entertained, especially in  
16 this case, given the very little dollars we had. And we were  
17 trying to specifically save money for administration.

18           The last thing I will note is the PI TDP to this point  
19 is actually very simple. The requirements to get in are  
20 intentionally simple because the dollars are just not there.  
21 And we did not want -- the PI group did not want to have money  
22 being used to determine and go through, end up being thirty-  
23 five, oh, it's going to end up being 90,000 because it's  
24 because everybody is going to -- at least going to get the  
25 bottom-line distribution. And so again, if people wanted to

1 have an issue with that, they could have objected. They could  
2 have -- nobody reached out to us to tell us that. And in fact,  
3 you saw the vote, and the vote kind of speaks for itself.

4 With that, Your Honor, unless you have any further  
5 questions.

6 THE COURT: I do not. Thank you.

7 MR. PREIS: Thank you, Your Honor. And I was asked by  
8 Mr. Leake to ask -- do you want to do it?

9 MR. LEAKE: Thanks. Your Honor, I'm not aware of any  
10 other supporting parties who would like to respond to the  
11 Quebec objection, though, it's the third or fourth time --

12 THE COURT: Let me ask, is there anyone else who'd  
13 like to respond to the Quebec plaintiff's objection?

14 All right. Then --

15 MR. LEAKE: The question is whether we do here  
16 rebuttal, and after that we'll move to the pro se objections.

17 THE COURT: That's fine.

18 Mr. Shafferman, any rebuttal?

19 MR. SHAFFERMAN: Your Honor, I do not have any  
20 rebuttal. Perhaps Ms. Siminovitch does. I don't. I'm not  
21 with her, so she may or may not.

22 THE COURT: All right. Ms. Siminovitch?

23 MS. SIMINOVITCH: I would just say -- thank you, Your  
24 Honor. I would just like to make a few points. As I say, we  
25 were -- as you've just heard, we were informed, very early on

1 in this process, that the OCC was representing the interest of  
2 Quebec.

3 We had no reason not to believe, and as I say, I'm  
4 sure they were trying to act in good faith, but I think that  
5 there was chauvinism in the process. Everybody that was on the  
6 OCC was American. The mediation was American. So it's one  
7 thing for them to say maybe the States have differential laws  
8 and some are better for plaintiffs than others.

9 That's completely different than their ability to  
10 assess the Quebec law, which is totally different than the rest  
11 of Canada and the rest of the U.S. The language issue is a  
12 huge issue, and we could only know very late. And as I say,  
13 you've just heard Mr. Shafferman ask the question about who are  
14 going to be the directors in the new entities, which has not  
15 been disclosed.

16 We know that there's a very serious allegation about  
17 payments to directors, including payments by the directors of  
18 Paladin Labs to themselves on the eve of bankruptcy. And we do  
19 not know, to this date, whether those people are going to be  
20 continuing on in the new purchaser entities. And there is  
21 something that I think is the matter with insiders and  
22 directors paying themselves millions and millions of dollars,  
23 on the eve of bankruptcy that they're anticipating, going on to  
24 the new entities at highly-paid jobs, rather than money going  
25 to the personal injury opioid claimants. I just would like to

1 add that.

2 THE COURT: All right. Thank you.

3 Okay. Let's move on to the final objection.

4 MR. LEAKE: Okay. Thank you, Your Honor. As you  
5 know, the debtors received a number of objections and letters  
6 from both shareholders and three personal injury claimants. As  
7 I said earlier today, I thought it made sense for the debtors  
8 to go first on this of objections, and try to synthesize them  
9 into a set of a discrete objections, respond to those, and then  
10 turn it over to the pro se objections, and then after that, to  
11 hear from the OCC and the UCC.

12 THE COURT: All right. That's fine.

13 MR. LEAKE: With that, then I'll hand it over to my  
14 colleague, Abby Davis, to address.

15 THE COURT: Okay. Thank you.

16 MS. DAVIS: Good afternoon, Your Honor. Abby Davis of  
17 Skadden, Arps on behalf of the debtors.

18 As Mr. Leake just alluded to, the final category of  
19 objections that the debtors received to the plan come from a  
20 number of pro se individuals. Those include opioid claimants  
21 and shareholders of the debtors. I'm not planning to go  
22 through the individual letters and objections one by one, but I  
23 will raise some themes that emerge from those letters and  
24 objections, taken as a whole, and respond to those.

25 I also will be cognizant of not rehashing all of the

1 points that have been made multiple times today by many of the  
2 parties in this room, but I'm happy to answer any questions, as  
3 we go along, that the Court might have.

4 I want to be clear at the outset, Your Honor, that the  
5 debtors understand that there are individuals here, who are  
6 representing themselves, who are unhappy with the plan results,  
7 and they are unhappy with their recovery or their lack of  
8 recovery under the plan.

9 These include opioid claimants who have been deeply,  
10 personally impacted by the opioid crisis, and they also include  
11 the debtors' shareholders who don't stand to make any recovery  
12 under the plan.

13 The debtors are sympathetic to the frustrations that  
14 are expressed in those pro se objections. That doesn't change  
15 the fact, Your Honor, that, as has been discussed at length by  
16 all of the parties here today, the plan that is before you, and  
17 the plan settlements that are incorporated into that plan, are  
18 the result of months and months of mediation under Judge  
19 Chapman, court-ordered mediation, where parties, who were very  
20 disparately situated, representing all kinds of different  
21 interests, came together, and as Your Honor said, nothing short  
22 of a miracle, were able to eke out settlements in a case where  
23 it wasn't all clear that that was going to be possible at the  
24 beginning of these Chapter 11 cases.

25 Turning to the substance of the arguments, Your Honor,

1 the debtors have received approximately sixty-three, in total,  
2 pro se objections from approximately forty-three different  
3 objectors. Of those, approximately forty are shareholders and  
4 three are opioid claimants. The objections and letters that  
5 we've received, taken as a whole, raised concerns that, I'll  
6 say, fall generally in three large categories.

7           The first is that the plan drastically undervalues the  
8 debtors. The second is that there's been a "reduction" in the  
9 amount of certain opioid settlement payments that create some  
10 excess value that should be available to shareholders. And the  
11 final category is that the plan has not been prepared and has  
12 not been put forward in good faith. That category raises a  
13 number of issues with the plan itself, various aspects of the  
14 plan that I'm happy to touch on, if Your Honor would like me  
15 to, but otherwise I'll refer to them broadly, and otherwise the  
16 debtors will rest on their papers for the individual points.

17           Turning first to the valuation issue, Your Honor, many  
18 of the shareholders have asserted that the debtors are actually  
19 worth far more than what the plan contemplates. But as the  
20 Court is well aware, the debtors entered these Chapter 11 cases  
21 with over eight billion dollars in funded debt. They faced  
22 substantial litigation from thousands of outstanding cases,  
23 including a variety of opioid related cases.

24           During the course of these Chapter 11 cases, the  
25 creditors who filed proofs of claim asserted claims in the

1 aggregate of approximately 975 billion dollars. And that's  
2 only for the creditors that actually filed proofs of claim.  
3 Those claims included billions of dollars of IRS priority tax  
4 claims. And under the Bankruptcy Code's absolute priority  
5 rule, as the Court is well aware, shareholders would only be  
6 entitled to a recovery in this case if each of those claims  
7 were first paid in full. There's simply not nearly enough  
8 enterprise value in the debtors to make that happen and make a  
9 recovery for the shareholders possible under the absolute  
10 priority rule.

11 Some of the shareholders, in their letters and  
12 objections, point to figures in certain of the debtors' monthly  
13 operating reports to suggest that the debtors' assets are  
14 actually worth more than what the debtors are saying that they  
15 are, to the tune of billions of dollars.

16 But as Mr. Bradley explains at length in his  
17 declaration, which appears at docket number 3795 -- it's the  
18 debtors' Exhibit 4 -- those operating reports reflect certain  
19 standard accounting metrics. They don't net out intercompany  
20 transactions, including intercompany receivables and  
21 intercompany investments, which you would have to net out, on a  
22 consolidated basis, to even approach the book value of the  
23 debtors.

24 And as the Court is also aware, as explained in the  
25 declaration of Marc Buschman, which appears at docket number

1 3793 -- it's the debtors' Exhibit 3 -- pursuant to the court-  
2 approved bidding procedures in this case, the debtors, with the  
3 assistance of PJT, conducted an extensive post-petition public  
4 marketing process for the sale of their business.

5 The stalking-horse bid, which included approximately 6  
6 billion dollars' worth of a credit bid and 120 million dollars  
7 of wind-down budget, provided the baseline for that marketing  
8 process. The debtor simply did not receive any bids, alone or  
9 in combination, that even came close to approaching that  
10 stalking-horse bid.

11 So although it's unfortunate that the debtors'  
12 shareholders don't stand to recover any value under the plan,  
13 Your Honor, it's not uncommon in Chapter 11 cases, particularly  
14 in a case like this one, given the number of creditors and the  
15 size of their claims.

16 So unless the Court has any questions on the valuation  
17 piece, I'm happy to turn to the next bucket of argument.

18 THE COURT: No, I do not have any questions. Thank  
19 you.

20 MS. DAVIS: So turning to the issue of the opioid  
21 settlement pre-payment rights. Some objectors have raised  
22 concerns with what they call a reduction in certain opioid  
23 settlement payments on account of pre-payment rights. Well,  
24 we've heard today, from the representatives from the OCC and  
25 from the multi-state executive committee, just how important

1 those pre-payment rights were.

2 And the objectors misunderstand that there's not  
3 actually any reduction in value that's happening here that  
4 leads to an excess in value that would somehow be available.  
5 What's really happening is there's a net present value  
6 determination that's being made here.

7 Absent any questions, I'm happy to go on to good  
8 faith, Your Honor.

9 THE COURT: No, I do not have any questions.

10 MS. DAVIS: So finally, with respect to the good-faith  
11 objections, Your Honor, again, I won't belabor all of the  
12 points that have been made today, but the plan has been  
13 proposed after arm's-length bargaining, mediation overseen by a  
14 former bankruptcy judge. It offers value to a substantial  
15 number of stakeholders who, as Your Honor pointed out at the  
16 top of the day, it was not at all clear that they would have  
17 any right to receive any recovery at the beginning of the case.

18 There is simply no reason to think that this process  
19 has not been undertaken with the utmost good faith,  
20 particularly given the number of people who have come to the  
21 table and who are supporting this deal today and supporting the  
22 plan.

23 So unless the Court has any remaining questions, I'm  
24 happy to turn the podium over. As I understand, there are at  
25 least some pro se objectors who would like a chance to speak

1 this afternoon.

2 THE COURT: All right. I do not have any questions.  
3 So let's do that. We have -- how many -- are the pro parties  
4 in the courtroom?

5 No. All right. Just on Zoom?

6 Could you identify yourself, please?

7 MR. MAINKA: Hi. My name is Jeffrey Mainka.

8 THE COURT: Mr. Mainka. All right. Why don't you go  
9 ahead, Mr. Mainka?

10 MR. MAINKA: Thank you very much. Let me put on my  
11 camera. There we go.

12 Good afternoon, Your Honor, and thank you for allowing  
13 me the opportunity to speak today. My name is Jeffrey Mainka,  
14 and I'm a shareholder of Endo International.

15 I respectfully ask you to consider providing equity  
16 tip in Tensor for Endo shareholders. The debtors have  
17 correctly stated in court documents that the absolute priority  
18 rule bars them providing any form of recovery to Endo equity  
19 holders. I fully acknowledge that the absolute priority rule  
20 is very rigid.

21 According to the proposed reorganization plan, the RSA  
22 must be in full force. Contained within the RSA is a provision  
23 stating that the stalking-horse bidder reserves the right to  
24 alter transferred assets to excluded assets, meaning a form of  
25 equity tipping in Tensor is permitted.

1           Part of the bidding procedures included a form of pre-  
2 plan equity tipping. In mediation, there was a resolution with  
3 the unsecured creditors' committee, granting them a 3.7 percent  
4 ownership stake in Tensor, which is pre-planned equity tipping.  
5 Equity tipping is permitted prior to the confirmation of a  
6 reorganization plan and can be offered as an incentive for plan  
7 voting.

8           Tensor has agreed to maintain 600 million dollars of  
9 minimum liquidity. Coupled with the 500-million-dollar rights  
10 offering, and an additional exit financing of 2.5 billion  
11 dollars, Tensor is set to exit Chapter 11 with 3.6 billion  
12 dollars of cash. Of this total, approximately 2.2 billion  
13 dollars is required for its obligations and settlements,  
14 leaving a working capital balance of approximately 1.4 billion  
15 dollars.

16           Awarding an equity tip in Tensor for Endo equity  
17 holders seems reasonable, given that 600 million dollars of  
18 minimum liquidity in Tensor has been provided, in large part,  
19 by cash on the balance sheet of Endo prior to filing  
20 bankruptcy.

21           Thank you, Your Honor, for taking into consideration  
22 my concerns and requests.

23           THE COURT: Thank you, Mr. Mainka.

24           Is there anyone else who'd like to be heard? Do we  
25 have anyone else -- any equity holders who would like to be

1 heard with respect to the confirmation of the debtors' plan?

2 All right. Then we've heard from Mr. Mainka. There's  
3 no one in the courtroom who would like to be heard. One last  
4 opportunity for those of you who are on Zoom. Is there any  
5 desire by an equity holder to be heard with respect to the  
6 objection?

7 MR. KIDWELL: Hello?

8 THE COURT: Yes.

9 MR. KIDWELL: Hello, Your Honor. I am a pro se  
10 objector, and I wish to be heard.

11 THE COURT: All right. Just state your name for the  
12 record, please.

13 MR. KIDWELL: Yeah, my name is Theodore Kidwell.

14 THE COURT: Okay.

15 MR. KIDWELL: Thank you, Your Honor, for this  
16 opportunity to be heard in your court. My objection is to be  
17 officially withdrawn after a brief statement here, with a  
18 matter I hope can be considered by this Court.

19 Within the stalking-horse bid, it was stated that a  
20 transfer of assets can be reclassified to excluded assets by  
21 the purchaser. And that proposal, to me, would seem that it  
22 would avoid the absolute priority rule, if it's done by the  
23 purchaser.

24 I merely ask the Court, before final ruling of this  
25 plan, if an equity tip can be considered by the purchaser, with

1 the Court's approval. I hereby desire my objection to be  
2 withdrawn. And best wishes to all. Have a nice day.

3 Sincerely, Theodore Kidwell.

4 THE COURT: All right. Mr. Kidwell, equity tip.

5 Is there anyone else who would like to be heard? Any  
6 interest holder who has filed an objection to the plan, the  
7 confirmation of the plan, anyone wish to be heard?

8 All right. We've heard from Mr. Kidwell. We heard  
9 from Mr. Mainka. Last opportunity for those of who have dialed  
10 in remotely to be heard with respect to the equity, the  
11 interest holder objections to confirmation.

12 All right. There being no response, I will close --

13 MR. LEAKE: Your Honor, you were soliciting any  
14 responses from the shareholder objectors. We also have --

15 THE COURT: Oh, I'm sorry.

16 MR. LEAKE: -- personal injury opioid --

17 THE COURT: Yes. And who are they as well?

18 MR. LEAKE: Hold on one second.

19 THE COURT: I think we had three personal injury  
20 opioid --

21 MR. LEAKE: Yes, that would be, the Sewell objection,  
22 the Walden letter, and the Ecke letter.

23 THE COURT: Thank you.

24 MR. LEAKE: That would be, Your Honor, on page 140 of  
25 155 of the updated summary I gave you earlier today.

1 THE COURT: Okay. One second.

2 MR. LEAKE: So you go to 141 of 155 at the top.

3 THE COURT: Right. Yep.

4 MR. LEAKE: Okay. And after --

5 THE COURT: Wait. I'm sorry. Just one -- oh, I see  
6 it. I see it.

7 MR. LEAKE: Sewell --

8 THE COURT: Yep.

9 MR. LEAKE: -- Walden, and Ecke. There's four pieces  
10 of paper from three parties. And after we hear from whoever  
11 does want to speak, if anybody, then I believe the UCC and OCC  
12 would like to speak as well.

13 THE COURT: Thank you. All right. The Sewell  
14 objection -- as Mr. Leake properly indicated, there are two  
15 objections filed on behalf of Mr. and Ms. Sewell at docket  
16 number 3777 and 3851; a Walden letter; and the Ecke letter.

17 Do any of those parties wish to be heard with respect  
18 to their objections to the confirmation of the plan?

19 All right. There being no response, then we have the  
20 objections. We'll just not hear additional argument with  
21 respect to those objections.

22 So with that, I think, Mr. Leake, that addresses all  
23 of the objections that have been filed; is that correct?

24 MR. LEAKE: Yes, Your Honor.

25 THE COURT: We've given the opportunity for folks to

1 be heard; is that right?

2 MR. LEAKE: That's correct.

3 THE COURT: Thank you.

4 MR. LEAKE: And as I said, I do know the committees  
5 would like to respond.

6 THE COURT: Mr. Preis, do you wish to be heard?

7 MR. PREIS: Very briefly, Your Honor. Arik Preis from  
8 Akin Gump Strauss Hauer & Feld on behalf of the OCC.

9 There were indeed three pro se PIs that filed letters:  
10 Ms. Walden, the mother of T.J. Walden; Maria Ecke; and Emanuel  
11 Sewell.

12 The only reason I'm standing is to report to Your  
13 Honor, as we did in previous instances when we were able to  
14 contact the objectors and speak to them, I did speak at length  
15 with Ms. Walden. I listened to her. She didn't withdraw her  
16 objection, and nothing was resolved, but I did want Your Honor  
17 to know that we did reach out to her and have quite a long  
18 conversation with her.

19 THE COURT: All right.

20 MR. PREIS: With Ms. Ecke, one of her issues was  
21 filing a claim or voting late. I know that the debtors did  
22 open up and give her the opportunity to send in her votes after  
23 the deadline. Ms. Ecke also was a very active claimant in the  
24 Perdue bankruptcy case.

25 I did not have a chance to speak to Mr. Sewell.

1 THE COURT: All right. Thank you.

2 MR. PREIS: Thank you, Your Honor.

3 MS. WASSON: Good afternoon, Your honor. Megan Wasson  
4 from Kramer Levin for the creditors' committee.

5 THE COURT: All right.

6 MS. WASSON: I think Ms. Davis hit most of the points  
7 we wanted to cover, so I'll just make a brief response to the  
8 shareholder objections.

9 THE COURT: Yes.

10 MS. WASSON: As courts in this district have noted,  
11 the absolute priority rule dictates that junior classes can  
12 only receive a recovery if senior classes are paid in full.  
13 See *In re SunEdison*, 575 B.R. 220. That's a bankruptcy court  
14 of the Southern District of New York decision from 2017.

15 Unfortunately, as the committee and others have noted  
16 in this bankruptcy case, unsecured creditors are receiving far  
17 less than payment in full on account of their claims under the  
18 plan. Putting aside opioid claims, which have been asserted in  
19 the billions, if not trillions, there are more than two billion  
20 dollars in second lien and unsecured bond claims. There are  
21 thousands of dollars in mesh and remediating personal injury  
22 claims. There are litigants in the generic price fixing MDL,  
23 reverse payment claimants, and other general unsecured  
24 creditors, including trade claimants and rejection damages  
25 claimants. The claims pool is in the billions, to say the

1 least.

2 As Ms. Davis noted, senior creditors are not being  
3 paid in full, including unsecured creditors, and so there is  
4 nothing for opioid -- there's nothing for equity claimants to  
5 receive under the plan, under the absolute priority rule.

6 That's all I have.

7 THE COURT: Well, and Mr. Mainka acknowledged that,  
8 but he asked about the equity tipping. Are you going to  
9 address that?

10 MS. WASSON: I would leave that to the 1Ls to respond,  
11 if they want to give away any initial equity --

12 THE COURT: Well, I'd like to hear from the 1Ls.

13 MS. WASSON: -- under the plan, but we would obviously  
14 oppose that.

15 THE COURT: All right. Mr. Cohen?

16 MR. COHEN: Good afternoon.

17 THE COURT: Yes.

18 MR. COHEN: Good afternoon, Your Honor. Michael  
19 Cohen, Gibson, Dunn & Crutcher, on behalf of the ad hoc first  
20 lien group.

21 Your Honor, those references made to the purchase and  
22 sale agreement, and other vestiges of earlier parts of this  
23 case, when a standalone sale was contemplated, there was  
24 provisions regarding, as is typical in an asset purchase  
25 agreement, regarding how certain assets could be determined to

1 be included in the sale, or excluded, depending on whether it  
2 made sense for the business.

3 We have now migrated the transactions to this plan  
4 structure. A plan structure requires the absolute priority  
5 rule to be adhered to. I don't think -- with respect to Mr.  
6 Mainka's request, I don't think there's a plausible way to make  
7 that -- to effectuate that.

8 I appreciate the disappointments that may be felt by  
9 shareholders. But respectfully, due to the plan structure of  
10 the transactions, and as Ms. Wasson just pointed out, there is  
11 no ability to emit value to be distributed beyond the unsecured  
12 claims. And in that regard, an equity tip, as it was  
13 fashioned, just I don't see it being permissible, and it's just  
14 simply not contemplated, unfortunately, in this case.

15 THE COURT: All right.

16 MR. COHEN: Thank you.

17 THE COURT: Thank you.

18 Mr. Leake?

19 MR. LEAKE: Your Honor, I think that concludes the  
20 objections to the plan and the responses thereto. At this  
21 point, I think it makes sense for Mr. Hagen, my colleague, to  
22 walk you through the changes in the confirmation order. I do  
23 recall the last time, before we broke, you said you might want  
24 to take a recess at this point.

25 THE COURT: Yeah. Why don't we take about a half an

1 hour? Let me just grab the -- I have the blackline. So we can  
2 do that. All right. So we're in recess until 4:15.

3 MR. LEAKE: And just so it's very clear what we have  
4 to do when we come back, Your Honor, we're going to have to  
5 just address the disclosure statement portion of matter 2. And  
6 then we would go to the uncontested matter 1. And that would  
7 be the rest, and then I'd like to make two minutes of closing  
8 remarks. And that would be it.

9 THE COURT: Okay.

10 MR. LEAKE: Thank you.

11 THE COURT: That's fine. Thank you. 4:15.

12 (Recess from 3:40 p.m., until 4:36 p.m.)

13 THE COURT: Be seated, please. I apologize for  
14 keeping you waiting.

15 Counsel?

16 MR. HAGEN: Good afternoon, Your Honor. Nick Hagen of  
17 Skadden, Arps on behalf of the debtors.

18 THE COURT: Mr. Hagen.

19 MR. HAGEN: My purpose today is to walk through the  
20 confirmation order and talk through any questions Your Honor  
21 may have. But before I do that, at the outset, I did want to  
22 express my gratitude for the role that I have been able to play  
23 in the case, in particular, as the liaison between the debtors  
24 and chambers through the courtroom deputy. I'm very grateful  
25 for how flexible and available the courtroom deputy has been.

1 It has been a -- I don't know; it has been a been a fun  
2 process.

3 THE COURT: Well, I appreciate that. And the fact  
4 that Ms. Rodriguez is taking your calls, that's a really good  
5 sign, because she doesn't take a lot of my calls.

6 MR. HAGEN: Your Honor, I think over the last eighteen  
7 months, the only two people I've talked to more than Ms.  
8 Rodriguez are my wife and my mother.

9 THE COURT: But no, I'm teasing about Ms. Rodriguez,  
10 of course, but very much appreciate that. I know she'll  
11 appreciate it.

12 MR. HAGEN: Thank you, Your Honor.

13 THE COURT: Thank you.

14 MR. HAGEN: Before we do get to the order, I  
15 understand Your Honor, may have some questions. There are two  
16 things that I did want to do. I want to read into the record a  
17 short stipulation among the debtors, the ad hoc first lien  
18 group, and the first lien agent. And then I did want to make  
19 one note regarding the change we will make to the order that is  
20 not reflected in the order that Your Honor has before you. And  
21 then I had one other point that I wanted to get to.

22 THE COURT: Okay.

23 MR. HAGEN: First, the stipulation, if I might, Your  
24 Honor.

25 THE COURT: All right.

1 MR. HAGEN: "Section 4.3 of the fourth amended plan  
2 provides that the allowed amount of first lien claims will be  
3 updated prior to the confirmation hearing. However, the  
4 precise amount of first lien claims outstanding remains subject  
5 to ongoing review and determination. This is largely due to  
6 the manner in which amounts outstanding under letters of credit  
7 are determined. Therefore, the debtors intend to continue  
8 working with the first lien agent to confirm the final allowed  
9 amounts of the first lien claims prior to the effective date,  
10 and will memorialize the final amount when it is known."

11 THE COURT: All right. Thank you.

12 MR. HAGEN: That's the stipulation.

13 THE COURT: Okay.

14 MR. HAGEN: In terms of the footnote that we are going  
15 to add, we had heard from counsel to certain of the Canadian  
16 distributors, manufacturers, and pharmacies, and have discussed  
17 a footnote which would be added. We have not finalized this  
18 part, but we believe it will be added to paragraph 3 of the  
19 order which, in the redline you have before you, should be on  
20 page 31.

21 THE COURT: Okay.

22 MR. HAGEN: And we have not totally finalized this  
23 language, but it will read something along the lines of: "For  
24 the avoidance of doubt, the joint reservation of rights of  
25 certain Canadian distributors, manufacturers, and pharmacies to

1 the debtors' third amended joint Chapter 11 plan of  
2 reorganization of Endo International plc and its affiliated  
3 debtors has been consensually resolved."

4 THE COURT: Okay. Thank you.

5 MR. HAGEN: One other note, before we get to any of  
6 Your Honor's questions, I wanted to revisit the exit financing  
7 documents approval process, which you discussed briefly with  
8 Mr. Hill earlier in the hearing.

9 THE COURT: Okay.

10 MR. HAGEN: And there are two components of that, but  
11 really what I'd like to talk through is in paragraph 9 --

12 THE COURT: Right.

13 MR. HAGEN: -- which is found on page 34 of the  
14 redline.

15 THE COURT: All right.

16 MR. HAGEN: Your Honor asked what you are being asked  
17 to approve today and, because there are certain things that we  
18 are asking for approval of today, and certain things for which  
19 the approval -- where the approval would become active  
20 following the completion of the exit financing documents  
21 approval process.

22 And so the way to look at this, or the way we are  
23 looking at this, is that there's a bifurcated process. There  
24 are the actual exit financing documents themselves. And then  
25 there are the engagement letters and other ancillary documents

1 we need to enter into now so we can get to that point down the  
2 road.

3 And so as paragraph 9 provides, the authority to enter  
4 into any documents, required or appropriate, in connection with  
5 the obtaining of commitments in respect to the exit financing,  
6 or the appointment or retention of any agent, arranger,  
7 bookrunner, lender, underwriter, and so forth, those approvals  
8 would be effective as of the entry of the confirmation order.  
9 And then the actual exit financing documents themselves, the  
10 credit agreement and so forth, that would take effect down the  
11 road.

12 THE COURT: Yeah, but you're asking me now to approve  
13 all of those things. I don't have a problem bifurcating it. I  
14 don't have a problem giving the authorization for people to go  
15 out to do it, to negotiate it, to get paid, pay the fees,  
16 whatever that is.

17 I do have a problem, to the extent that I'm being  
18 asked to make findings with respect to documents that don't  
19 exist, and evidence that I don't have in front of me as it  
20 relates to that. Now, Mr. Leake had maybe alluded to it or he  
21 was thinking out loud.

22 I don't have an objection to putting something in  
23 place where you provide me with the evidence that I need to  
24 make the findings that you want me to make with respect to the  
25 financing. And whether that then becomes just a standalone

1 order, however it relates to it, I'm not sure how you want to  
2 do that.

3 But for me to say now, today, oh yeah, I'm approving  
4 this financing, I'm not prepared to -- I don't have a problem,  
5 again, authorizing you to go out and negotiate it, and do the  
6 things, and incur the charges, and all of that you need to do.  
7 But the other thing I'm just not prepared to do.

8 Yes, Mr. Kestecher?

9 MR. KESTECHER: Your Honor, Jason Kestecher of  
10 Skadden, Arps for the debtors.

11 We will -- taking your comments to heart, just there  
12 on the engagement letters, which do come earlier in the  
13 process, what we will do is use the Court's authorization to  
14 enter into those engagement letters when we're ready. And  
15 later, when we file the term sheets for the actual documents,  
16 we will file, as Mr. Hill suggested, a declaration explaining  
17 and providing the factual basis for all of the findings,  
18 including those documents that we may have entered into already  
19 before that. So --

20 THE COURT: All right. And then --

21 MR. KESTECHER: -- if that addresses the Court's  
22 concerns.

23 THE COURT: And then -- sorry to interrupt you. How  
24 are you going to notify people of that? So again, I don't have  
25 a problem with this, but I am going to be asked to make a

1 determination that people had notice and opportunity --

2 MR. KESTECHEER: Understood.

3 THE COURT: -- and all of that.

4 MR. KESTECHEER: So Your Honor, these documents have  
5 all been negotiated heavily or will be negotiated heavily with  
6 the ad hoc first lien group, which is really the sole affected  
7 creditor by these documents.

8 THE COURT: Right.

9 MR. KESTECHEER: These are funding for their NewCo that  
10 they have formed. So not only will we have noticed them, but  
11 we will have their consent. We will have their input all along  
12 the way on the process. So that's kind of -- we will do that,  
13 followed by, subsequently, we will file the terms sheet of  
14 material terms. Ultimately, we'll actually file definitive  
15 documents as well. So that would be the public noticing  
16 process. But prior to any of that, we have engaged extensively  
17 with the 1Ls.

18 THE COURT: All right.

19 MR. KESTECHEER: Okay?

20 THE COURT: Okay. And so what you'll do then is amend  
21 this language, modify the language that's in 7, 8, and 9, or  
22 some portions of that?

23 MR. KESTECHEER: Yeah, I don't have the exact findings.  
24 We'll make the findings subject to the process. And the  
25 authorization on these preliminary documents will not be

1 subject to that objection period.

2 THE COURT: Okay.

3 MR. KESTECHER: Okay?

4 THE COURT: All right.

5 MR. KESTECHER: Thank you.

6 THE COURT: Mr. Hagen?

7 MR. HAGEN: Thank you, Your Honor. And one note, just  
8 to add on to what he was saying, is that the construct that we  
9 have -- I understand that we are going to be making those  
10 changes -- it was discussed with the United States Trustee in  
11 advance as to -- there was an attempt to make Your Honor  
12 comfortable with it in advance.

13 THE COURT: All right. But the U.S. Trustee didn't  
14 get in touch with me. It's all right.

15 MR. HAGEN: All right. Any additional questions Your  
16 Honor might have with respect to the order, I'm happy to  
17 answer.

18 THE COURT: No. Look, I spent a lot of time with the  
19 over the weekend, before I got the -- the modifications that  
20 are in there now is, what, to reflect agreements that you  
21 reached --

22 MR. HAGEN: Yeah.

23 THE COURT: -- with the insurers, et cetera?

24 MR. HAGEN: Yeah. There are a number of changes. The  
25 majority are not substantive. And those that are substantive

1 are to reflect resolutions reached with the insurers and other  
2 contract counterparties.

3 THE COURT: All right. Okay. So here's what I'd like  
4 to do. In a minute, I'd like to just walk through my review of  
5 the plan, and I'm -- look, I'm prepared to confirm the plan. I  
6 want to make a brief record with respect to that and briefly  
7 address the objections that we had so that I can resolve them.

8 Before I do that, do we want to talk about -- and then  
9 what I would like to do is I'd like you to make the  
10 modifications to the -- whatever you're going to do to the  
11 order, get me the order, and I will look at it. I probably  
12 wouldn't get it done tonight, but would be done tomorrow. I'd  
13 be able to get back to you. And if we need to get on the  
14 phone, we can do that. But I am confident that, from my  
15 perspective, that that's not going to be necessary.

16 As I said, I have looked at the order. And I  
17 understand and appreciate, and I think I'm comfortable making  
18 the findings you want made and the determinations you'd like  
19 made.

20 So should we talk about the adequacy of the disclosure  
21 statement so that we kind of wrap all of that up?

22 MR. HAGEN: Thank you, Your Honor.

23 THE COURT: Okay. Thank you.

24 MR. JACOB: Good afternoon, Your Honor. For the  
25 record, Moshe Jacob of Skadden, Arps on behalf of the debtors.

1           The debtors are seeking final approval of their  
2 disclosure statement, which Your Honor previously approved on a  
3 conditional basis back at the January 9th hearing, allowing the  
4 debtors to commence solicitation of votes on their Chapter 11  
5 plan.

6           As we noted at that hearing, the disclosure statement  
7 contains adequate information as required by Section 1125 of  
8 the Bankruptcy Code. I won't repeat everything that was said  
9 then, but just as a few examples, the disclosure statement  
10 provides background about the debtors' business and the Chapter  
11 11 cases. It describes in detail the many resolutions achieved  
12 during the bankruptcy cases with various stakeholders. It  
13 specifies the proposed treatment of each class of claims. It  
14 contains conspicuous language regarding the plan releases. And  
15 it includes a liquidation analysis and financial projections.

16           In terms of responses to the disclosure statement,  
17 certain insurers included language in their objections to  
18 confirmation relating to disclosures. But as we noted earlier,  
19 we believe those have all been fully resolved prior to this  
20 hearing.

21           In addition, various shareholders included references  
22 to transparency and disclosure in the documents that they filed  
23 with the Court, which could be construed as objections to the  
24 disclosure statement. But for the reasons I just described,  
25 and for the reasons described at the January 9th hearing, the

1 debtors believe that the record is clear that they have  
2 disclosed more than adequate information to allow creditors to  
3 make an informed vote on the plan.

4 And I'll note, again, that there are no outstanding  
5 creditor objections to the disclosure statement, and more than  
6 99.9 percent of creditors that voted on the plan voted to  
7 accept the plan.

8 So for those reasons, to the extent there are any  
9 objections to the disclosure statement, we respectfully request  
10 that Your Honor overrule the objections and approve the  
11 disclosure statement on a final basis.

12 THE COURT: Does anyone wish to be heard with respect  
13 to the adequacy of the disclosure statement and the request  
14 that the Court approve it on a final basis?

15 All right. There being no response, I've reviewed the  
16 disclosure statement. Based upon my review of the disclosure  
17 statement, and coupled with the matters that were set forth at  
18 the time that the Court reviewed it and approved it on an  
19 interim basis, I find that it does comply with Section  
20 1125(a)(1) of the Bankruptcy Code, and that it does contain  
21 adequate information, as that term is defined and used in the  
22 case law.

23 I approve the disclosure statement on a final basis.  
24 And to the extent that the various pro se objections or  
25 observations with respect to the plan can be construed as being

1 objections to the adequacy of the disclosure -- transparency of  
2 matters in this case, I overrule them, as I find that there is  
3 adequate and complete disclosure such that I overrule those  
4 objections.

5 MR. JACOBS: Thank you, Your Honor.

6 THE COURT: Thank you.

7 MR. LEAKE: Your Honor, that concludes our  
8 presentation on matter 2 of the agenda.

9 Given your earlier guidance, I have no further  
10 comments or questions. And the only issue is, before we go to  
11 matter number 1, what would you like to do?

12 THE COURT: Yeah. Why don't we just finish --

13 MR. LEAKE: Okay.

14 THE COURT: -- what we're doing now on the plan.

15 MR. LEAKE: Okay.

16 THE COURT: All right. So I've had an opportunity to  
17 review the plan and the objections that have been filed to the  
18 plan. I'm not going to go through all of the aspects and the  
19 elements of the plan. I think it's fully set forth in the  
20 debtors' memorandum of law.

21 I find that the positions taken by the debtor are in  
22 keeping with settled bankruptcy law and find that the plan has  
23 satisfied the applicable provisions of the Bankruptcy Code.

24 Very, very briefly, I note that the plan is the  
25 product of extended negotiations with the able assistance of

1 retired Judge Chapman. It's been overwhelmingly accepted by  
2 the creditors entitled to vote on the plan. As counsel has set  
3 forth, the plan is comprised, in part, of settlement  
4 agreements, settlement agreements that the parties were able to  
5 reach, with the assistance of Judge Chapman, in moving forward  
6 through the various disputes, some of which were brought before  
7 the Court.

8           The settlement agreements that are embodied in the  
9 plan must satisfy Section 1123(b)(3)(A) and Bankruptcy Rule  
10 9019. The Court agrees with the debtor that, when assessing  
11 the merits of the settlements, the Court will apply that so-  
12 called Iridium factors that are set forth in *Motorola, Inc. v.*  
13 *Official Committee of Unsecured Creditors (In re Iridium*  
14 *Operating LLC*, 478 F.3d 452, 461 (2d Cir. 2007).

15           I've reviewed the proposed settlements in light of  
16 those factors, and I am satisfied that the debtor has  
17 demonstrated that the settlements meet those standards and it  
18 should be approved as part of the confirmation of the plan.

19           As I said, I'm also satisfied that the debtors have  
20 demonstrated, by a preponderance of the evidence, that the plan  
21 meets the confirmation standards set forth in Section 1129 and  
22 related sections of the Bankruptcy Code.

23           As I had indicated, or as set forth in the record,  
24 there are a couple of objections. One is really the group of  
25 the equity interest holders who have filed objections to the

1 plan. And as the debtor has argued, I think correctly, in  
2 assessing the merit of these objections, I think, from the  
3 Court's perspective --

4 (Audio interference)

5 UNIDENTIFIED SPEAKER: It's not working very well.

6 THE COURT: -- that in reviewing the objections, and  
7 looking more broadly at the treatment of the equity holders in  
8 the case, there are really three sections of the Bankruptcy  
9 Code that have some relevance.

10 One is Section 1127(a)(7), which is the so-called  
11 best-interest test. The equity holders that that have filed or  
12 voiced objections to the plan are classified in Class 16 of the  
13 plan. Under the plan -- pursuant to the plan, on the effective  
14 date, each existing equity interest will be canceled,  
15 extinguished, and discharged, and those holders are deemed to  
16 reject the plans.

17 Under 1129(a)(7), the Court must determine whether the  
18 interest holders have either accepted the plan or will receive  
19 or retain under the plan, on account of such claim or interest  
20 property of a value, as of the effective date, that is not less  
21 than the amount that such holder would so receive or retain if  
22 the debtor were liquidated under Chapter 7 of this title.

23 As I indicated, and as set forth in the debtors'  
24 papers, that's the so-called best-interest test. The Court has  
25 applied that to the Class 16 interest holders. And the Court

1 is satisfied that the debtors have demonstrated -- in the  
2 liquidation analysis that is annexed to the disclosure  
3 statement, and in the declaration filed by Alvarez & Marsal,  
4 they have demonstrated that no pre-petition creditors, other  
5 than the first lien creditors, would receive any recoveries on  
6 account of their claims in a Chapter 7 liquidation. And  
7 accordingly, the interest holders would receive no interest in  
8 a Chapter 7 liquidation. And as such, the plan satisfies the  
9 best-interest test of Section 1129(a)(7).

10 Another section that's relevant is Section 1129(a)(8),  
11 which provides that, for each class of claims, either such  
12 class must have accepted the plan or such class is not impaired  
13 under the plan.

14 As to the Class 16 interest holders, they are  
15 impaired, they are deemed to reject the plan, so that the plan  
16 does not satisfy Section 1129(a)(8) as it relates to them.

17 And pursuant to Section 1129(b), in light of the fact  
18 that -- what that provides is that, if all of the applicable  
19 requirements of Section 1129(a), other than paragraph  
20 1129(a)(8), are met with respect to the plan, the court, on the  
21 request of a proponent of the plan, shall confirm the plan,  
22 notwithstanding the requirements of Section 1129(a)(8), if the  
23 plan does not discriminate unfairly, and is fair and equitable,  
24 with respect to each class of claims or interests that is  
25 impaired under, and has not accepted, the plan.

1           As it relates to the Class 16 creditors, for the plan  
2 to be fair and equitable, the holder of any interest that is  
3 junior to the interest of such class will -- the debtor must  
4 demonstrate that the holder of any interest that is junior to  
5 the interests of such class will not receive or retain under  
6 the plan on account of such junior interest any property.  
7 That's at 1129(b)(2)(C)(ii). That is a section of 1129(b)(2)  
8 that is relevant.

9           And as argued by the debtor, and as just summarized,  
10 to satisfy that provision, a plan is considered fair and  
11 equitable if it complies with the absolute priority rule. And  
12 that standard is plainly satisfied here in that the equity is  
13 not receiving anything under the plan. And as such,  
14 unfortunately, the plan is fair and equitable as that term is  
15 utilized in 1129(b).

16           But beyond that, in looking and in reviewing the  
17 evidence before the Court, the debtors have demonstrated that  
18 there just is no value in the assets for there to be a  
19 distribution to the equity holders.

20           The debtors entered the Chapter 11 case with over 8.1  
21 billion dollars of funded debt, in addition to potential  
22 litigation exposure arising from thousands of lawsuits  
23 primarily relating to opioids. That's the Bradley declaration  
24 at paragraphs 6 to 7.

25           During the course of the case, parties filed proofs of

1 claim asserting claims in the aggregate amount of approximately  
2 975 billion dollars, and that figure accounts only for three  
3 percent of proofs of claim that included an asserted claim  
4 amount. In addition, there were billions of dollars of tax  
5 claims asserted.

6 The debtors have demonstrated that their enterprise  
7 value is insufficient to satisfy their funded debt obligations,  
8 let alone to pay opioid and other general unsecured creditors  
9 in full. Prior to pursuing the plan, the debtors, with the  
10 assistance of PJT, conducted an extensive public marketing  
11 process for the sale of their business. See the PJT  
12 declaration at paragraph 7.

13 The stalking-horse bid, which included an  
14 approximately 6-billion-dollar credit bid and a 120-million-  
15 dollar wind-down budget, provided a baseline for the marketing  
16 process, subject to higher and better offers.

17 While complying with the bidding procedures and time  
18 line negotiated among the debtors' key stakeholders, and  
19 approved by the Court, PJT contacted over 150 potential  
20 bidders, including many strategic and financial buyers; PJT  
21 declaration at 8.

22 Following the receipt of nineteen nonbinding  
23 indications of interest from various parties, the debtors  
24 concluded that none of the indications of interest, whether  
25 viewed individually or collectively, were reasonably likely to

1 result in the submission of a bid that was higher than the  
2 stalking-horse bid; PJT declaration at paragraph 9.

3 Combining the highest bids received for parts of the  
4 debtors' business resulted in a range of implied cumulative  
5 gross value for the debtors' core business assets estimated to  
6 be approximately 3.515 billion to approximately 3.715 billion  
7 dollars, with a midpoint of approximately 3.615 billion  
8 dollars, which is far below the value of the stalking-horse  
9 bidder's credit bid.

10 The Court finds that the debtors' extensive arm's-  
11 length public marketing process, performed in consultation with  
12 all of the estate fiduciaries, reflects a true third-party  
13 market check on the value of the debtors' asset, and clearly  
14 demonstrates that the interest holders are far out of the  
15 money. None of these interest holders substantively dispute  
16 this point or articulate any legitimate challenges to the  
17 integrity of the marketing process.

18 The Court finds no merit to the equity holder's  
19 objections with respect to the valuation of the debtors' assets  
20 and overrules the objection.

21 The Court notes that there were several other issues  
22 raised by the shareholders, relating to the various portions,  
23 various issues that are summarized in paragraph 214 of the  
24 debtors' memorandum of law, which is at document 3787.

25 The Court has reviewed the debtors' analysis of those

1 matters and adopts it as its own, and in doing so, overrules  
2 the objections that were filed by the equity holders.

3           The Court notes that the two equity holders who were  
4 heard at today's hearing, and who sought to obtain some equity,  
5 have not demonstrated that there's any ground for the equity  
6 tip that they're asking for. The Court finds no merit to the  
7 request and overrules those objections.

8           The Court also overrules the objections that were  
9 filed by the personal injury claimants, Ms. Ecke, Mr. Sewell,  
10 and Ms. Walden, as not providing any basis for the objection.  
11 So we, most respectfully, overrule that objection.

12           The other objection that we -- and the other party  
13 that we heard from was the party that we refer to as the Quebec  
14 plaintiff who argues that the plan has not been proposed in  
15 good faith. The Court notes that, among other reasons, Section  
16 1129(a) of the Bankruptcy Code provides that confirmation of a  
17 plan requires, among other things, that it has been proposed in  
18 good faith.

19           The Quebec plaintiff asserts that the plan was not  
20 proposed in good faith because the debtors devised and affected  
21 the project Zed scheme for the express purpose of driving down  
22 recoveries to be paid to opioid claimants in a bankruptcy. And  
23 although the debtors were aware of their exposure to opioid-  
24 related lawsuits by 2018, they deliberately delayed, until  
25 August 16th, 2022, to file the bankruptcy, in order to continue

1 to profit from the sale of opioid products. That's the Quebec  
2 plaintiff's objection at paragraphs 6,43, 57, and 65.

3 The plaintiff estimates that the amount of monetary  
4 compensation to be paid to each personal injury opioid claimant  
5 in Class 7C of the plan will be approximately 700 dollars U.S.,  
6 or 500 dollars U.S., if the payment being allocated for these  
7 claimants is made in full on the effective date.

8 The plaintiff maintains that a factor that the Court  
9 should consider, in assessing whether the plan was filed in  
10 good faith, is the size of the plan's distribution to the class  
11 7A creditors. Specifically, he contends that the Court should  
12 consider the discrepancy between the estimated payments to the  
13 personal injury opioid claimants and the two million dollars in  
14 bonuses allegedly pre-paid to two directors of Paladin Labs in  
15 Quebec in anticipation of the bankruptcy. The Court finds no  
16 merit to that objection.

17 Section 1129(a)(3) requires that the plan of  
18 reorganization be proposed in good faith and not by any means  
19 forbidden by law, 11 U.S.C. Section 1129(a)(3). It does not  
20 focus on the consideration paid under the plan. It focuses on  
21 the plan process and specifically whether the plan was proposed  
22 with honesty and good intentions and with a basis for expecting  
23 that a reorganization could be effected. See *Koelbl v.*  
24 *Glessing (In re Koelbl)*, 751 F.2d 137, 139 (2d Cir. 1984).

25 Accordingly, in assessing whether a plan is filed in

1 good faith, courts focus on the totality of the circumstances  
2 because "the requirement of Section 1129(a)(3) speaks more to  
3 the process of the plan development than to the content of the  
4 plan". See *In Re Chemtura Corp.*, 439 B.R. 561, 608 (Bankr.  
5 S.D.N.Y. 2010).

6 The debtors have demonstrated that, in the years  
7 leading up to the bankruptcy, they explored various liability  
8 management transactions. See the Bradley declaration at  
9 paragraph 34.

10 They negotiated potential resolutions with numerous  
11 key stakeholders, including public opioid claimants, and paid  
12 hundreds of millions of dollars in opioid-related settlements  
13 as they worked to achieve a comprehensive out-of-court  
14 resolution that would keep their business out of bankruptcy.  
15 The Quebec plaintiff does not cite any evidentiary support  
16 suggesting otherwise.

17 Moreover, the record is clear that the consensual  
18 plan is the product of extensive arm's-length negotiations,  
19 including through mediation, among the debtors, and their  
20 creditors, and their state and local regulators. The plan  
21 comprehensively resolves the debtors' liabilities while  
22 positioning the debtors' business for future success. The  
23 interest of all personal injury opioid creditors, including the  
24 Quebec plaintiff, were adequately represented during the  
25 mediation and the plan negotiations.

1           The OCC began resolution discussions with the ad hoc  
2 first lien group in the wake of the submission of the stalking-  
3 horse bid, and months before the mediation began, including a  
4 number of calls to discuss their client's proposals, and they  
5 continued their discussions through the mediation. See the  
6 Atkinson declaration at paragraph 23.

7           After conducting a substantial amount of discovery in  
8 connection with the cash collateral motion, and filing its  
9 standing motion, they reached out to the ad hoc group. The  
10 record is clear that they engaged in multiple arm's-length and  
11 often contentious negotiations, both before and after the  
12 mediation commenced. See the Atkinson declaration at paragraph  
13 24.

14           The OCC eventually entered into an agreement, in  
15 principle, with the ad hoc group to resolve any and all  
16 disputes reached between the parties, which was subsequently  
17 reflected in the voluntary present private opioid claimant  
18 trust term sheet. See Atkinson at paragraph 24.

19           Further, a mediation session was conducted over two  
20 days, by Judge Chapman, to determine the allocation among the  
21 private opioid claimants of the consideration offered as part  
22 of the OCC resolution to resolve the OCC issues. See the  
23 Atkinson declaration of paragraph 33.

24           By the end of the second day of the mediation, the  
25 parties agreed to receive roughly the same percentage of

1 consideration that went into the corresponding category of  
2 private opioid claimants in the Mallinckrodt case, with some  
3 very slight adjustments to foster a resolution in light of the  
4 lower total amount of dollars available to all of Endo's opioid  
5 claimants relative to the Mallinckrodt and Purdue cases.

6 That's the Atkinson declaration at 34.

7           The Court finds no merit to the Quebec plaintiff's  
8 contention that the plan has been proposed in bad faith. The  
9 Court overrules that objection.

10           The Quebec plaintiff also complains that the debtors  
11 did not provide fair and equitable notice of the disclosure  
12 statement and confirmation hearing. The Quebec plaintiff  
13 argues that, to be fair and equitable, noticing programs should  
14 be designed to make it likely that the intended recipients will  
15 receive information in a meaningful way, taking into account  
16 the context and situation of the recipients. See the Quebec  
17 plaintiff's opposition at paragraph 94.

18           He notes that the businesses operating in Quebec are  
19 obligated to communicate with Quebecers in French. He says  
20 that the notice received was not fair and equitable because the  
21 information provided in the solicitation package is provided in  
22 English only. See his opposition at paragraphs 90 to 91.

23           It's undisputed that, in May 2023, counsel for the  
24 Quebec plaintiff received, via email, information about the  
25 Chapter 11 proceedings, the proposed sale of the Endo group's

1 assets, and the claims process. Some of those documents were  
2 provided in both English and French. The Court is satisfied  
3 that there's no question that the requisite notice was provided  
4 to the Quebec plaintiff and that the Quebec plaintiff received  
5 notice of the disclosure statement and confirmation hearing and  
6 other matters that were raised in the Court.

7 To the extent that the Quebec plaintiff is asserting  
8 objections to the notice, as it relates to personal injury  
9 claimants in Quebec, generally, the Court finds no merit to the  
10 objection, in light of the fact that the Quebec plaintiff is  
11 not acting on behalf of a class but is here acting on his own  
12 behalf.

13 As I said, it's plain that the Quebec plaintiff  
14 received adequate notice of the Chapter 11 cases and that, by  
15 his own admission, and unambiguous findings of the Canadian  
16 court, counsel to the Quebec plaintiff received timely notice  
17 of the commencement of the case, the bar date, the combined  
18 hearing on the plan and final approval of the disclosure  
19 statement, and indeed, received adequate notice -- sufficient  
20 notice that put him in a position to be objecting to the  
21 matters that are before the Court today.

22 The Court views the Quebec plaintiff's challenge to  
23 the notice as a collateral attack on the court-approved  
24 supplemental noticing plan. There's no merit to that. The  
25 Court finds that the notice was adequate as it relates to the

1 Quebec plaintiff and overrules that objection.

2           The Quebec plaintiff also argues that to reject a  
3 proof of claim filed on a class basis is unfair and  
4 inequitable, as those terms are used under Section 1129(b) of  
5 the Bankruptcy Code. We note that, on May 23rd, 2019, the  
6 Quebec plaintiff instituted a class action proceeding in the  
7 Quebec Superior Court on behalf of all residents of the  
8 province of Quebec who were suffering from opioid use disorder  
9 and were prescribed opioid drugs from Paladin Labs.

10           Following the commencement of these cases, Paladin  
11 Labs applied, in the Ontario court, for recognition as a  
12 foreign representative in these Chapter 11 cases as a foreign  
13 main proceeding. The Quebec court held a hearing on  
14 authorization, akin to a class certification, but the  
15 authorization hearing did not proceed against Paladin Labs in  
16 light of the stay of proceedings issued by the Ontario court on  
17 August 17th, 2022.

18           To date, the Quebec Court has not certified a class of  
19 plaintiffs in the Quebec action. The Quebec plaintiff contends  
20 that, in the context of Canadian insolvencies, claims are  
21 routinely permitted to be filed on a class-wide basis, as this  
22 mechanism helps to provide a level playing field between  
23 creditors and the debtors by providing claimants with a  
24 powerful voice in the process. See the objection at paragraph  
25 35.

1           The Quebec plaintiff asserts that his proof of claim  
2 may be -- and he complains that his proof of claim may be  
3 rejected under the plan because it was filed on a class basis.  
4 By order dated April 3rd, 2023, which is the bar date order,  
5 the Court fixed July 7th, 2023 as the bar date herein. The  
6 Quebec plaintiff received notice of the bar date order in  
7 French in May 2023.

8           On July 5th, 2023, the Quebec plaintiff timely filed a  
9 proof of claim for twenty-five million Canadian dollars in  
10 punitive damages, and thirty million Canadian for compensatory  
11 damages. Under the plan, the Quebec plaintiff's claim is  
12 classified as a 7A PI opioid claim.

13           It's undisputed that the bar date specifically limited  
14 the filing of class proofs of claim to certain parties solely  
15 for administrative purposes, and that no claimants in Class 7A,  
16 personal injury opioid claims, are included in that list. To  
17 date, the Quebec plaintiffs had not sought leave to file a  
18 claim in this case.

19           The Quebec plaintiff contends that, in the context --  
20 as I indicated, in the context of Canadian insolvencies, claims  
21 are routinely permitted to be filed on a class-wide basis. He  
22 says that, in contrast, in the question as to whether or not a  
23 class proof of claim may be filed in the United States, that  
24 that issue remains unclear because the objective of bankruptcy  
25 proceedings and facilitating a debtors' fresh start may be in

1 direct opposition to the objective of allowing more creditors  
2 to be repaid, which is facilitated through class-based proofs  
3 of claim.

4 As support for that proposition, he cites the two Law  
5 Review articles. See the opposition at paragraphs 71 to 74.  
6 Based on those articles, he contends that there's no equitable  
7 rationale for rejecting a class proof of claim in the context  
8 of a bankruptcy.

9 Moreover, he contends that no prejudice to any party  
10 would result by allowing a proof of claim from a Quebec  
11 resident to be made on a class basis. He says that the Court  
12 should not confirm the plan that would reject a proof of claim  
13 that would be considered valid but for the fact that it was  
14 filed on a claim basis.

15 The Court finds no merit to those arguments. First,  
16 there's nothing in the record to support the contention that  
17 the proof of claim would be considered valid but for the fact  
18 that it was filed on a class basis. The plan preserves PI  
19 opioid trust rights to contest any claim.

20 Second, the Quebec plaintiff misplaces his reliance on  
21 the fair and equitable standard in support of his objection.  
22 That standard is applicable, under Section 1129(b), in applying  
23 the cramdown provisions of the Bankruptcy Code. It has no  
24 application to the allowance of a claim under the Bankruptcy  
25 Code.

1 Third, it's undisputed that the bar date specifically  
2 limited the filing of class proofs of claim for certain parties  
3 solely for administrative purposes, and that no claimants in  
4 section 7A are included on that list. It's also undisputed  
5 that, to date, the plaintiff has not sought leave to file a  
6 claim. The Court agrees with the debtors that, through his  
7 opposition, the Quebec plaintiff effectively seeks to  
8 collaterally attack the bar date order. There are no grounds  
9 for the challenge to the bar date order, and in any event, the  
10 challenge does not support the objection to plan confirmation.

11 Finally, and in any event, Bankruptcy Rule 7023  
12 governs the filing of class proofs of claim in bankruptcy  
13 cases. Bankruptcy rule 7023 incorporates Federal Rule of Civil  
14 Procedure 23, which may permit class claims that meet certain  
15 prerequisites of a proof of claim.

16 The Quebec plaintiff has not demonstrated that he  
17 satisfies any of the factors. Those factors are set forth in  
18 *In re Musicland Holding Corp.*, 362 B.R. 644, 654. Accordingly,  
19 the Court rejects the contention that it is unfair and  
20 inequitable, and in violation of the fair and equitable  
21 standards, to reject a proof of claim filed on a class basis.

22 The Quebec plaintiff also argues that the plan is not  
23 fair and equitable because it fails to provide a separate  
24 classification for claimants from the province of Quebec.  
25 During the colloquy with counsel to the Quebec plaintiff,

1 counsel acknowledged that the Bankruptcy Code provides debtors  
2 with extensive discretion -- it provides the Court with  
3 discretion in determining what the appropriate classification  
4 standards are under Section 1122(a) of the Bankruptcy Code.

5 Counsel acknowledged that the debtor was within its  
6 discretion to classify 7A personal injury opioid claimants,  
7 both from -- the debtor was authorized to classify them,  
8 notwithstanding the fact that some of them were from Quebec,  
9 some of them were from other parts of Canada and the United  
10 States -- and in parts of the United States. The Court finds  
11 no merit to the objection to the classification and overrules  
12 it.

13 The plaintiff also contends that the OCC did not  
14 adequately represent the interests of the personal injury  
15 claimants in Quebec. The Court finds no merit to that  
16 contention. The Court overrules that objection based upon the  
17 evidence set forth in the Atkinson declaration, and on the  
18 record of this case, as to the efforts that were made by the  
19 OCC on behalf of all creditors, of all of the personal injury  
20 opioid creditors whose interests they are representing. The  
21 Court finds no merit to the objections that were filed by the  
22 Quebec plaintiff and overrules those objections.

23 With that, as I had said before, I've reviewed the  
24 plan. I am satisfied that it complies with the relevant  
25 provisions of the Bankruptcy Code. I overrule the objections

1 to the plan. And I grant the motion confirm the plan.

2 I have the order. I'll review that. You'll provide  
3 me with the revisions to the order. We'll review it, and we  
4 should be in a position to get that taken care of tomorrow; if  
5 not tomorrow, on Thursday.

6 Having said all of that, I want to thank all of you  
7 very, very much for the efforts that you have brought to bear  
8 in this case. The record is clear that the agreements, the  
9 stipulations that the parties were able to reach in getting to  
10 confirmation are the product of a great deal of work, a very,  
11 very skillful mediator. But at the end of the day, it also  
12 couldn't have happened without good lawyers and people willing  
13 to talk about the issues and work to a solution, which might  
14 not be perfect, but certainly was one that got the job done.

15 I know the amount of time that you folks have spent  
16 doing all of this because, of course, I had the great pleasure  
17 of having to review all of the fee applications. But all  
18 kidding aside, notwithstanding, clearly, a masterful job by  
19 Judge Chapman, for whom, on the record here, I thank and  
20 recognize for her monumental efforts. But it couldn't be done  
21 without people who were prepared to sit down, talk, and to work  
22 through it. I very much appreciate it and thank you. So thank  
23 you all very much, and you'll get me the order.

24 Is there anything else we need to now do the work --

25 MR. LEAKE: We just have to do matter 1.

1 THE COURT: Yes.

2 MR. LEAKE: I'll take a couple of minutes --

3 THE COURT: You're kind of stealing my thunder here.

4 MR. LEAKE: I know.

5 THE COURT: I'm kidding. I'm kidding.

6 MR. KESTECHEER: Your Honor?

7 THE COURT: Mr. Kestecher?

8 MR. KESTECHEER: Jason Kestecher of Skadden, Arps for  
9 the debtors.

10 Obviously a bit anticlimactic here, after all that, to  
11 be talking about the work letter, but it's a necessary evil in  
12 this case.

13 THE COURT: Well, there are certainly the people who  
14 need that work letter.

15 MR. KESTECHEER: Yeah, absolutely. For them, this is  
16 the show. So in connection with this motion, Your Honor, we  
17 submitted the declaration of Mark Bradley. I'd like to offer  
18 that as his direct testimony in support of the motion. That's  
19 at docket 3822, pages 27 to 30.

20 THE COURT: All right. Does anyone wish to be heard  
21 with respect to that?

22 The request is granted.

23 (Declaration of Mark Bradley, docket 3822, pages 27 to 30,  
24 was hereby received into evidence as of this date.)

25 MR. KESTECHEER: Thank you. The debtors have been

1 working towards confirmation. They've been lining up the plan  
2 for an effective date. And one of the main things that they  
3 need to do, between now and then, is line up their exit  
4 financing. And to that end, the debtors have selected Goldman  
5 Sachs and J.P. Morgan to serve as the lead banks in connection  
6 with their term loan and notes offerings -- I guess, revolving  
7 credit facility as well.

8           Those banks have asked the debtors to provide  
9 customary indemnities and expense reimbursement in connection  
10 with this exit financing. So we have filed this motion to seek  
11 approval of that very limited relief today.

12           We believe this is a proper exercise of business  
13 judgment, will maximize value for the estate, and this decision  
14 was made only after canvassing a number of potential banks and  
15 deciding that these banks were the best, given their experience  
16 in the area. So the debtors would respectfully request that  
17 the Court approve this motion.

18           THE COURT: All right. Does anyone wish to be heard?

19           I reviewed the motion. I am satisfied and that the  
20 relief requested is being sought in the debtors' best business  
21 judgment. I grant the motion and ask you to submit the order.

22           MR. KESTECHER: Your Honor, just one note on the  
23 order. We have a deadline of tomorrow to have that order  
24 entered. So --

25           THE COURT: All right. Do we have -- send us again,

1 right now, the electronic copy.

2 MR. KESTECHER: Sure. Happy to send that to chambers.

3 THE COURT: Well, it's just -- no, send it to the  
4 order box.

5 MR. KESTECHER: Okay.

6 THE COURT: And Ms. Rodriguez will -- we'll take care  
7 of it.

8 MR. KESTECHER: Thank you so much.

9 THE COURT: All right.

10 MR. KESTECHER: I appreciate it.

11 THE COURT: She'll do anything for Mr. Hagen.

12 UNIDENTIFIED SPEAKER: Make sure the email comes from  
13 him then.

14 THE COURT: You know I'm teasing.

15 MR. LEAKE: Your Honor, that matter does conclude this  
16 hearing. And talk about anticlimactic, I do want to just say  
17 the last couple of words. But maybe it's not; maybe it makes  
18 sense that I go last on this one.

19 Like others, I also want to say thanks to a number of  
20 people. First, to you to your chambers, and to Ms. Rodriguez  
21 in particular, for having to deal with Nick Hagen for all that  
22 time.

23 We usually say thanks for accommodating us, for us  
24 making the calls, and for late filings and everything else, but  
25 I want to say more than that, much more than that. And talk

1 about stealing the thunder, Mr. Cohen said it right earlier.  
2 The point is we've said a lot about the mediation being a key  
3 portion of this hearing. And what I really liked about Mr.  
4 Cohen's comments is that he acknowledged that you were the one  
5 who got us there. You forced us to mediation, you sent us, you  
6 encouraged us to go to mediation. And that really did make all  
7 the difference in the world for the case. So well beyond  
8 saying thanks for accommodation, thanks for your guidance,  
9 because without that guidance, which was critical, we wouldn't  
10 be here today.

11           The other thing I'd like to say is just thanks to all  
12 the other parties around the table, and I will acknowledge them  
13 as well. Look, maybe you hear this all the time, it wasn't  
14 easy, that's for sure. At times, it was incredibly difficult.  
15 And I know everybody behind me is nodding their heads. But the  
16 good news is that everybody ultimately participated in good  
17 faith and we got to where we got to. And the debtors  
18 appreciate that. And we just wanted to say thanks to everybody  
19 around the table for making that happen.

20           And with that, Your Honor, I am done.

21           THE COURT: All right.

22           MR. LEAKE: Thank you very much. Is there anything  
23 else you would like from us?

24           THE COURT: No. No. Just get us the order. Send  
25 the order you need done today. Send it right away to Ms.

1 Rodriguez. I'll touch base with her. We'll get it done. All  
2 right?

3 MR. LEAKE: Thank you very much, Your Honor.

4 THE COURT: Thank you all very much.

5 (Whereupon these proceedings were concluded at 5:30 PM)

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

## I N D E X

3

WITNESS	EXAMINATION BY	PAGE
---------	----------------	------

4

Mark Barberio	Mr. Liberi	58
---------------	------------	----

5

Mark Bradley	Mr. Liberi	61
--------------	------------	----

6

Ray Dombrowski	Mr. Liberi	63
----------------	------------	----

7

Marc Buschman	Mr. Liberi	65
---------------	------------	----

8

Alex Orchowski	Mr. Liberi	67
----------------	------------	----

9

Christopher Kearns	Mr. Hamerman	72
--------------------	--------------	----

10

Michael Atkinson	Mr. Hurley	76
------------------	------------	----

11

Roger Frankel	Mr. Neiburg	80
---------------	-------------	----

12

Betlehem Endale	Mr. Shafferman	85
-----------------	----------------	----

13

14

## E X H I B I T S

15

DEBTORS'	DESCRIPTION	MARKED	ADMITTED
----------	-------------	--------	----------

16

--	Stipulation		57
----	-------------	--	----

17

--	Declaration of Mr.		60
----	--------------------	--	----

18

Barberio

19

--	Declaration of Mr.		62
----	--------------------	--	----

20

Bradley

21

--	Declaration of Mr.		64
----	--------------------	--	----

22

Dombrowski

23

--	Declaration of Mr.		66
----	--------------------	--	----

24

Buschman

25

--	Supplemental		69
----	--------------	--	----

1				
2		Declaration of Mr.		
3		Orchowski		
4	1 through 8	Various declarations		70
5	9 through 14	Debtors' annual		70
6		reports filed with SEC		
7		and monthly operating		
8		reports		
9	--	Declaration of Mark		244
10		Bradley, docket 3822,		
11		pages 27 to 30		
12	UCC'S	DESCRIPTION	MARKED	ADMITTED
13	--	Declaration of Mr.		73
14		Kearns		
15	--	Exhibits A and B to		74
16		Mr. Kearns' declaration		
17	OCC'S	DESCRIPTION	MARKED	ADMITTED
18	--	Declaration of Mr.		77
19		Atkinson		
20	1 through 19	Various documents		79
21	FCR'S	DESCRIPTION	MARKED	ADMITTED
22	--	Declaration of Mr.		81
23		Frankel		
24				
25				

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

QUEBEC'S	DESCRIPTION	MARKED	ADMITTED
--	Declaration of Ms. Endale		89
RULINGS:			PAGE LINE
Disclosure statement is approved on a final basis			224 16
Motion to enter in work letter is granted			245 8

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T I O N

I, Sharona Shapiro, certify that the foregoing transcript is a true and accurate record of the proceedings.

*Sharona Shapiro*

---

Sharona Shapiro (CET-492)

AAERT Certified Electronic Transcriber

eScribers

7227 North 16th Street, Suite #207

Phoenix, AZ 85020

Date: March 20, 2024

<b>A</b>	113:20;114:22; 115:1,9;138:16; 139:17;226:1;227:18; 228:12,25	96:14;105:18; 128:15;129:15; 162:21;163:1;165:21; 169:21;171:23; 179:12;238:6,19	<b>addresses (3)</b> 131:20;209:22; 219:21	190:23;232:1
<b>A&amp;L (1)</b> 7:11	<b>accepting (2)</b> 116:21;139:22	<b>actions (4)</b> 129:20;163:9; 171:9;175:25	<b>addressing (1)</b> 53:3	<b>adult (1)</b> 136:25
<b>AARON (1)</b> 43:25	<b>access (1)</b> 129:3	<b>active (2)</b> 210:23;217:19	<b>adeptly (1)</b> 150:12	<b>adults (1)</b> 191:24
<b>abated (1)</b> 156:16	<b>accommodating (1)</b> 246:23	<b>actively (1)</b> 123:6	<b>adequacy (3)</b> 222:20;224:13; 225:1	<b>advance (3)</b> 166:10;221:11,12
<b>abatement (7)</b> 102:1,24;135:15, 21;142:12;156:4,7	<b>accommodation (1)</b> 247:8	<b>actors (1)</b> 141:24	<b>adequate (11)</b> 96:3;118:1;186:13; 187:5;223:7;224:2, 21;225:3;237:14,19, 25	<b>advertising (1)</b> 192:4
<b>ABBY (3)</b> 17:16;199:14,16	<b>accomplished (1)</b> 148:22	<b>actual (5)</b> 137:23;191:15; 217:24;218:9;219:15	<b>adequately (2)</b> 234:24;242:14	<b>advise (1)</b> 162:18
<b>ABIGAIL (1)</b> 4:8	<b>accordance (3)</b> 112:17;113:6; 117:11	<b>actually (10)</b> 129:6;130:10; 140:1;195:21;196:19; 201:18;202:2,14; 204:3;220:14	<b>adhere (1)</b> 168:15	<b>adviser (2)</b> 63:11;149:19
<b>ability (4)</b> 131:9;186:17; 198:9;213:11	<b>According (1)</b> 205:21	<b>Ad (25)</b> 9:3,16;10:3,13; 11:3;21:12;55:16; 57:2;92:1,3;113:11, 18;137:16;149:17; 152:13;153:15; 154:25;155:4;173:10; 212:19;215:17;220:6; 235:1,9,15	<b>adhered (1)</b> 213:5	<b>advisers (5)</b> 121:16;122:9; 125:8,8;128:1
<b>able (30)</b> 92:18;99:3;100:13, 14,15;113:21;122:13; 126:24;130:11; 153:25;159:20; 173:23,24;174:6,12; 176:24;179:15,23; 180:2;185:18,19,21; 186:18;200:22; 210:13;214:22; 222:13;225:25;226:4; 243:9	<b>Accordingly (4)</b> 117:24;228:7; 233:25;241:18	<b>add (7)</b> 86:4;155:14;170:9; 171:8;199:1;216:15; 221:8	<b>adjudicate (1)</b> 130:23	<b>advisor (3)</b> 72:4;75:15;132:20
<b>above (2)</b> 77:2;95:23	<b>account (11)</b> 55:9;103:13; 121:20;124:9;126:8; 203:23;211:17; 227:19;228:6;229:6; 236:15	<b>added (2)</b> 216:17,18	<b>adjudicated (3)</b> 142:24,25;152:12	<b>advisors (4)</b> 63:5;108:20;144:5; 155:17
<b>Absent (1)</b> 204:7	<b>accounting (1)</b> 202:19	<b>addiction (3)</b> 145:2;156:14; 168:14	<b>adjustments (3)</b> 96:10;126:18;236:3	<b>advisors' (1)</b> 108:23
<b>absolute (10)</b> 124:6;202:4,9; 205:17,19;207:22; 211:11;212:5;213:4; 229:11	<b>accounts (1)</b> 230:2	<b>addition (15)</b> 91:15;95:5;97:15; 116:24;117:14; 122:24;130:12;131:1, 8;133:18;150:2,4; 223:21;229:21;230:4	<b>administer (2)</b> 103:5;127:15	<b>advisory (1)</b> 128:7
<b>absolutely (5)</b> 52:16;185:12; 195:18,25;244:15	<b>accrued (1)</b> 96:2	<b>additional (19)</b> 71:19;79:15;89:15, 22;96:11;107:6,7,11; 110:25;113:9,21; 116:5,6;125:20; 131:8;134:4;206:10; 209:20;221:15	<b>administered (2)</b> 103:24;104:10	<b>AFANDAOR (1)</b> 43:11
<b>abstaining (1)</b> 115:5	<b>accurate (9)</b> 59:19;62:2;66:8; 68:21;73:5;77:8,11, 12;85:24	<b>additions (1)</b> 49:10	<b>administering (1)</b> 131:13	<b>affairs (1)</b> 155:24
<b>ACC (3)</b> 126:14;165:2;190:6	<b>achievable (1)</b> 154:14	<b>address (15)</b> 49:13;53:12,19,23; 90:2;104:19;129:14; 138:1;140:5;174:14; 189:6;199:14;212:9; 214:5;222:7	<b>Administration (8)</b> 67:14;68:5;103:12; 129:6,20;137:22,24; 196:17	<b>affect (2)</b> 159:10;190:9
<b>accelerated (2)</b> 98:6;102:12	<b>achieve (3)</b> 133:19;153:8; 234:13	<b>addressed (3)</b> 70:4;129:11;188:8	<b>Administrative (6)</b> 32:3;97:17;172:13; 195:17;239:15;241:3	<b>affected (2)</b> 220:6;232:20
<b>accept (12)</b> 91:22;113:12,24; 114:8;116:16,18; 121:12;138:6,15; 139:21;166:20;224:7	<b>achieved (1)</b> 223:11		<b>adjustments (3)</b> 96:10;126:18;236:3	<b>affidavit (4)</b> 110:25;112:10; 113:2;117:12
<b>acceptable (2)</b> 147:18,20	<b>achievements (1)</b> 91:19		<b>administrate (2)</b> 94:10;103:25	<b>affidavits (1)</b> 185:10
<b>acceptance (3)</b> 107:25;116:23; 139:18	<b>achieving (1)</b> 127:4		<b>admission (7)</b> 73:11;74:3;81:16; 88:8,24;180:12; 237:15	<b>affiliated (8)</b> 59:7;61:15;63:21; 65:20;68:8;76:14; 80:21;217:2
<b>acceptances (3)</b> 116:20;117:6; 154:10	<b>acknowledge (3)</b> 57:2;205:19;247:12		<b>admission (7)</b> 73:11;74:3;81:16; 88:8,24;180:12; 237:15	<b>Affiliates (3)</b> 22:4;43:3;93:13
<b>accepted (10)</b>	<b>acknowledged (5)</b> 167:6;212:7;242:1, 5;247:4		<b>admit (6)</b> 66:20;69:8;82:13; 84:7,9;88:16	<b>affirm (1)</b> 83:25
	<b>acknowledging (1)</b> 174:23		<b>admitted (19)</b> 60:6;62:15;64:21; 70:17;73:16;77:21; 78:25;81:21;82:12; 87:15;88:10,25;89:5, 15,24,24;132:17; 162:5;251:2	<b>afternoon (27)</b> 67:21;111:17; 118:7,8;124:24,25; 125:16;132:9;143:10, 11;149:14,15;155:10, 11;159:5;162:1,3,13; 194:6;199:16;205:1, 12;211:3;212:16,18; 214:16;222:24
	<b>across (2)</b> 154:11;191:25		<b>admitting (1)</b> 87:19	<b>AG (1)</b> 52:20
	<b>Act (3)</b> 142:4;163:17;198:4		<b>adopt (1)</b> 157:24	<b>again (41)</b> 48:5;52:5,25;53:17; 83:23;102:11;106:24; 107:10,17,22;113:17; 128:7;132:17;133:4; 134:20;135:5;139:3,
	<b>acting (2)</b> 237:11,11		<b>adopted (1)</b> 157:24	
	<b>action (12)</b>		<b>adopts (2)</b>	

7,17;140:22;147:10, 14;161:21;162:4; 174:21;178:6,8; 180:14,22;181:3,25; 184:2;187:1;194:11; 196:3,25;204:11; 219:5,24;224:4; 245:25 <b>against (15)</b> 105:12,15,20; 119:23;123:15; 125:25;128:15; 141:22;145:4;162:22; 171:6;176:19;189:16, 21;238:15 <b>agenda (2)</b> 50:13;225:8 <b>Agent (6)</b> 32:3;67:6,14; 215:18;216:8;218:6 <b>AGENTIS (1)</b> 16:11 <b>aggregate (9)</b> 96:6,8;101:22; 102:3,10;103:3,23; 202:1;230:1 <b>ago (6)</b> 70:4;108:5;125:25; 133:10;141:24; 145:14 <b>AGRE (1)</b> 31:11 <b>agree (10)</b> 53:13;57:1;139:2; 141:5,20;156:5; 172:24;183:21;186:8; 195:3 <b>agreed (13)</b> 55:7,8;84:10; 113:24;114:8;137:2, 6;140:16,24;148:15; 156:5;206:8;235:25 <b>agreeing (1)</b> 157:6 <b>agreement (22)</b> 56:15;80:12;93:16; 94:16;97:21,22,24; 100:3;103:6;127:18; 129:2,12;135:2; 144:17;151:25; 156:20;157:16;173:9; 212:22,25;218:10; 235:14 <b>agreements (11)</b> 97:21;108:14; 134:22;137:13; 146:11;156:7;221:20; 226:4,4,8;243:8 <b>agrees (2)</b> 226:10;241:6 <b>AGUIZY (1)</b> 45:3 <b>ahead (7)</b>	79:21;84:4;86:23; 105:7;118:24;142:19; 205:9 <b>AKIN (10)</b> 13:19;14:2,17;75:3; 132:10;186:3,4; 194:7;210:8;238:14 <b>AKKERMAN (1)</b> 32:19 <b>al (1)</b> 25:3 <b>Alabama (1)</b> 44:17 <b>ALAN (1)</b> 37:16 <b>ALBERT (1)</b> 5:23 <b>ALEX (4)</b> 46:12;67:5,12;68:4 <b>ALEXANDRA (1)</b> 26:9 <b>ALFANO (1)</b> 15:23 <b>ALICE (1)</b> 21:16 <b>allegation (1)</b> 198:16 <b>allegations (2)</b> 169:25;177:20 <b>alleged (5)</b> 141:19,23;142:2,9; 169:10 <b>allegedly (1)</b> 233:14 <b>ALLEN (1)</b> 43:17 <b>allocate (1)</b> 137:3 <b>allocated (2)</b> 102:13;233:6 <b>allocation (13)</b> 104:20;133:14; 134:21;135:22;137:7; 140:5,5,9,18,21; 141:3;143:16;235:20 <b>allocations (2)</b> 140:19;157:22 <b>allow (5)</b> 83:7;113:20; 148:24;158:1;224:2 <b>allowance (1)</b> 240:24 <b>allowed (8)</b> 128:20;139:1; 171:18,20;176:6; 190:19;216:2,8 <b>allowing (7)</b> 78:9;132:17;193:1; 205:12;223:3;240:1, 10 <b>alluded (4)</b> 133:22;138:11; 199:18;218:20	<b>alluding (1)</b> 100:20 <b>Almeria (1)</b> 16:13 <b>almost (6)</b> 123:9;133:15; 134:2,3;135:16;156:4 <b>alone (4)</b> 91:15;155:20; 203:8;230:8 <b>along (9)</b> 54:17;92:22;136:3; 138:17;157:22;167:3; 200:3;216:23;220:11 <b>ALSTON (1)</b> 23:18 <b>alter (1)</b> 205:24 <b>altered (1)</b> 130:16 <b>Alternative (2)</b> 46:16;139:14 <b>Alternatively (1)</b> 147:6 <b>although (6)</b> 134:25;166:18; 169:8;191:5;203:11; 232:23 <b>Alvarez (4)</b> 45:14;63:4,11; 228:3 <b>always (4)</b> 134:5;151:8,21,21 <b>ALY (1)</b> 24:7 <b>amend (1)</b> 220:20 <b>amended (13)</b> 50:13;59:6;61:14; 63:19;65:19;68:7; 76:13;80:19;85:12; 164:9;165:11;216:1; 217:1 <b>America (2)</b> 30:13;33:3 <b>American (3)</b> 171:12;198:6,6 <b>Americas (8)</b> 8:15;12:16;19:4; 20:13;21:13;22:5; 24:4;31:12 <b>among (20)</b> 98:1;102:13; 106:14;107:15; 119:24;126:13;127:8; 140:7,21;143:15; 149:6;152:11,24; 175:23;215:17; 230:18;232:15,17; 234:19;235:20 <b>amount (31)</b> 99:25;101:22; 102:3,12;103:4;	108:15,18;140:12; 146:23;147:2,5,13; 148:20;156:24; 172:20;174:11;185:6, 7;186:15;187:1; 201:9;216:2,4,10; 227:21;230:1,4; 233:3;235:7;236:4; 243:15 <b>amounts (5)</b> 135:22;147:5,7; 216:6,9 <b>amply (1)</b> 193:21 <b>analysis (11)</b> 100:21;101:4; 121:17,19;123:21; 124:12;144:4;148:21; 223:15;228:2;231:25 <b>analyzed (1)</b> 119:5 <b>ANATOLI (1)</b> 45:7 <b>ancillary (1)</b> 217:25 <b>ANDERSON (1)</b> 32:13 <b>ANDRAS (1)</b> 45:25 <b>ANDREW (8)</b> 15:23,24;19:10; 21:17;31:16;39:25; 45:6;155:12 <b>ANDREWS (1)</b> 35:2 <b>anecdotal (1)</b> 181:6 <b>ANGELA (1)</b> 23:7 <b>Angeles (5)</b> 6:14;9:18;29:6; 34:14;41:15 <b>Angeline (2)</b> 111:13,17 <b>ANKER (1)</b> 25:7 <b>annexed (1)</b> 228:2 <b>anniversaries (2)</b> 147:3,4 <b>anniversary (3)</b> 147:10,12,13 <b>annual (2)</b> 70:5,21 <b>ANSARI (1)</b> 45:15 <b>anticipate (3)</b> 122:17;128:5;154:3 <b>anticipated (2)</b> 91:14;122:20 <b>anticipating (1)</b> 198:23 <b>anticipation (1)</b>	233:15 <b>anticyclimactic (2)</b> 244:10;246:16 <b>Antonio (1)</b> 17:5 <b>anymore (1)</b> 193:22 <b>AOV (1)</b> 189:18 <b>apart (1)</b> 151:4 <b>apologize (6)</b> 47:2;80:16;174:21; 177:11;178:5;214:13 <b>apparent (1)</b> 195:10 <b>appeal (2)</b> 56:4;168:2 <b>appear (5)</b> 78:9;83:7;190:25; 192:5,7 <b>appeared (1)</b> 192:11 <b>appearing (4)</b> 62:24;75:9;78:6; 90:7 <b>appears (4)</b> 77:2;163:2;202:17, 25 <b>applicable (14)</b> 55:14;56:2,13,22; 57:5;117:11;118:2; 123:12;130:21; 152:25;192:19; 225:23;228:18; 240:22 <b>application (5)</b> 115:17;163:3; 180:14;182:6;240:24 <b>applications (1)</b> 243:17 <b>applied (2)</b> 227:25;238:11 <b>applies (1)</b> 182:9 <b>apply (2)</b> 131:22;226:11 <b>applying (1)</b> 240:22 <b>appointed (7)</b> 126:1;144:21; 163:24;174:4;179:22; 188:1;192:13 <b>appointing (1)</b> 144:22 <b>appointment (4)</b> 136:3;145:1;152:6; 218:6 <b>appreciate (12)</b> 78:11;161:12; 178:4;184:4;213:8; 215:3,10,11;222:17; 243:22;246:10;
--	--	--	---	--

<p>247:18  <b>appreciates (1)</b>                  149:7  <b>approach (14)</b>                  51:6;53:9;54:13;                  76:2;92:25;102:25;                  109:13;110:24;                  118:23;134:11;                  164:25;186:8;190:23;                  202:22  <b>approaches (1)</b>                  157:9  <b>approaching (1)</b>                  203:9  <b>appropriate (13)</b>                  89:18;106:22;                  107:18,23;108:2;                  143:1,2,16;144:22;                  149:2;158:12;218:4;                  242:3  <b>appropriately (5)</b>                  120:13;131:19;                  136:5;159:21;189:24  <b>approval (21)</b>                  47:8;51:2;96:21;                  110:1,9,23;119:2,19;                  155:5;184:8;186:9,                  23;208:1;217:7,18,19,                  19,21;223:1;237:18;                  245:11  <b>approvals (3)</b>                  110:10,13;218:7  <b>approve (12)</b>                  109:18;142:6;                  157:16;180:12;186:6;                  195:18;217:17;                  218:12;224:10,14,23;                  245:17  <b>approved (16)</b>                  91:22;97:2;103:17;                  106:18,24;112:13;                  135:24,24;137:20;                  143:19;203:2;223:2;                  224:18;226:18;                  230:19;251:7  <b>approving (3)</b>                  80:11;150:10;219:3  <b>approximately (20)</b>                  91:6;96:10;102:11;                  108:18;115:3;123:8;                  161:2;201:1,2,3;                  202:1;203:5;206:12,                  14;230:1,14;231:6,6,                  7;233:5  <b>April (1)</b>                  239:4  <b>area (1)</b>                  245:16  <b>ARENSBERG (1)</b>                  28:2  <b>ARENTFOX (2)</b>                  19:2,13  <b>arguably (1)</b></p>	<p>99:4  <b>argue (3)</b>                  143:2;182:16;184:3  <b>argued (4)</b>                  192:15;195:21;                  227:1;229:9  <b>argues (4)</b>                  232:14;236:13;                  238:2;241:22  <b>arguing (4)</b>                  182:18;188:21;                  190:4;192:13  <b>argument (24)</b>                  52:6,8;55:3,23,24;                  56:9,10,18,19;89:19;                  90:11,24;162:6;                  165:19;166:9,20;                  174:10;189:9,14;                  191:5,12;196:7;                  203:17;209:20  <b>arguments (10)</b>                  52:9;124:21;                  132:24;166:10;189:2,                  5;191:8;193:2;                  200:25;240:15  <b>ARIK (4)</b>                  14:13;132:9;194:6;                  210:7  <b>arise (3)</b>                  123:4;129:10;                  145:12  <b>arising (2)</b>                  183:6;229:22  <b>arms' (1)</b>                  137:13  <b>arm's (2)</b>                  110:15;119:15  <b>arm's- (1)</b>                  231:10  <b>arm's-length (3)</b>                  204:13;234:18;                  235:10  <b>ARNOLD (1)</b>                  30:2  <b>ARONOFF (1)</b>                  33:8  <b>around (8)</b>                  101:6,12;110:11;                  149:9;156:23;175:13;                  247:12,19  <b>ARPS (17)</b>                  4:2,11,20;5:2,10,                  18;54:25;90:23;                  92:14;111:18;118:10;                  188:19;199:17;                  214:17;219:10;                  222:25;244:8  <b>arrangement (2)</b>                  104:7;163:17  <b>arranger (1)</b>                  218:6  <b>Arthur (1)</b>                  149:20</p>	<p><b>articles (3)</b>                  168:1;240:5,6  <b>articulate (1)</b>                  231:16  <b>ASHLEY (1)</b>                  14:23  <b>aside (4)</b>                  156:5;189:8;                  211:18;243:18  <b>aspect (4)</b>                  89:25;92:5;106:25;                  180:21  <b>aspects (4)</b>                  110:11;123:6;                  201:13;225:18  <b>Aspen (1)</b>                  25:3  <b>assert (1)</b>                  145:4  <b>asserted (6)</b>                  130:16;201:18,25;                  211:18;230:3,5  <b>asserting (2)</b>                  230:1;237:7  <b>asserts (2)</b>                  232:19;239:1  <b>assess (1)</b>                  198:10  <b>assessing (4)</b>                  226:10;227:2;                  233:9,25  <b>Asset (4)</b>                  46:17;94:18;                  212:24;231:13  <b>assets (12)</b>                  126:8;145:7;                  202:13;205:24,24;                  207:20,20;212:25;                  229:18;231:5,19;                  237:1  <b>assistance (9)</b>                  112:15;121:16;                  122:9;129:9;132:21;                  203:3;225:25;226:5;                  230:10  <b>ASSOCIATES (2)</b>                  38:18;45:12  <b>Association (1)</b>                  24:11  <b>assumptions (1)</b>                  121:20  <b>assurance (2)</b>                  122:6;153:23  <b>AstraZeneca (1)</b>                  33:14  <b>ATKINSON (23)</b>                  45:4;75:10,12,14,                  15,19;76:7,11,19;                  77:17,22;78:3,6,8,11;                  132:16,17;235:6,12,                  18,23;236:6;242:17  <b>Atkinson's (2)</b>                  77:20;78:4</p>	<p><b>atop (1)</b>                  156:1  <b>attached (5)</b>                  48:17,20;88:8,24;                  89:7  <b>attack (3)</b>                  193:6;237:23;241:8  <b>attempt (3)</b>                  177:2,3;221:11  <b>attendant (1)</b>                  153:17  <b>attention (2)</b>                  86:5;110:9  <b>ATTORNEY (6)</b>                  16:19;17:2,10,19;                  34:10;45:17  <b>Attorneys (92)</b>                  4:3,12,21;5:3,11,                  19;6:3,11;7:3,12;8:4,                  14;9:3,16;10:3,13;                  11:3,11;12:3,15;13:3,                  12,20;14:3,18;15:3,                  11,19;16:3,12,20;                  17:11,20;18:3,12;                  19:3,14;20:3,11;21:3,                  12;22:3,12;23:3,11,                  19;24:3,11;25:3,11,                  19;26:3,13;27:3,11,                  20;28:3,11;29:3,12;                  30:3,13;31:3;32:3,14;                  33:3,14;34:3,11,20;                  35:3,14;36:3,11,19;                  37:3,11,20;38:3,11,                  19;39:3,11,20;40:3,                  13;41:3,12;42:3,12;                  43:3,12  <b>ATTORNEY'S (3)</b>                  18:11;33:2;159:6  <b>audio (4)</b>                  168:11;171:1,5;                  227:4  <b>August (4)</b>                  152:1;191:19;                  232:25;238:17  <b>Austin (1)</b>                  16:22  <b>Australian (1)</b>                  41:3  <b>authoritative (1)</b>                  168:3  <b>authority (2)</b>                  50:21;218:3  <b>authorization (5)</b>                  218:14;219:13;                  220:25;238:14,15  <b>authorized (2)</b>                  171:24;242:7  <b>authorizing (3)</b>                  108:12;163:3;219:5  <b>AUTHUR (1)</b>                  10:12  <b>automobile (1)</b>                  191:2</p>	<p><b>available (13)</b>                  57:16;101:8;                  104:18;108:16;                  117:23;145:8;156:11,                  11;174:2;201:10;                  204:4;214:25;236:4  <b>Ave (2)</b>                  27:4;32:4  <b>Avenue (26)</b>                  5:12;8:15;9:4,17;                  12:16;13:13;16:13;                  19:4;20:13;21:13;                  22:5,13;23:20;24:4;                  28:12;29:4,13;31:12;                  33:15;35:4;36:20;                  39:4;40:15;41:4;42:4;                  44:10  <b>average (2)</b>                  151:6;191:25  <b>AVERY (1)</b>                  44:6  <b>avid (3)</b>                  152:15;177:24;                  207:22  <b>avoidable (1)</b>                  126:9  <b>avoidance (2)</b>                  57:1;216:24  <b>avoided (1)</b>                  156:16  <b>Awarding (1)</b>                  206:16  <b>aware (14)</b>                  52:3;70:10;111:22;                  114:9;123:5;134:17;                  175:24;176:15;                  195:12;197:9;201:20;                  202:5,24;232:23  <b>away (3)</b>                  159:20;212:11;                  247:25</p>
<b>B</b>				
			<p><b>back (22)</b>                  49:21;95:17;96:2;                  99:15;101:19;107:24;                  124:15;133:9;141:14;                  146:1;147:7,14;                  148:17;152:18;158:4;                  161:18;164:11;170:1;                  181:25;214:4;222:13;                  223:3  <b>background (2)</b>                  144:11;223:10  <b>backstop (1)</b>                  108:14  <b>backstopped (1)</b>                  108:15  <b>bad (1)</b>                  236:8  <b>BAKER (1)</b>                  32:7</p>	

<p><b>balance (10)</b> 91:6;95:23,25; 98:15;119:7;147:5,6, 10;206:14,19</p> <p><b>ballot (4)</b> 112:3,9;115:19,19</p> <p><b>ballots (18)</b> 68:6;112:5,24; 113:9,13,17,20,24; 114:2,4,5,8,9,16,25; 116:5,6,17</p> <p><b>Bank (4)</b> 24:11;45:8;46:21; 132:19</p> <p><b>banker (3)</b> 65:12;125:9;149:18</p> <p><b>banker's (1)</b> 147:25</p> <p><b>BANKHEAD (1)</b> 10:8</p> <p><b>Bankr (1)</b> 234:4</p> <p><b>bankruptcy (55)</b> 63:12;80:21; 102:23;118:2;121:9; 123:3,6;131:21; 132:4;134:2;141:18; 166:12;170:3;174:1; 175:16;176:10; 189:11;190:22; 191:15,20,23;193:13; 198:18,23;202:4; 204:14;206:20; 210:24;211:13,16; 223:8,12;224:20; 225:22,23;226:9,22; 227:8;232:16,22,25; 233:15;234:7,14; 238:5;239:24;240:8, 23,24;241:11,12,13; 242:1,4,25</p> <p><b>banks (4)</b> 245:5,8,14,15</p> <p><b>bar (19)</b> 104:2,4,5;169:1; 172:12;191:22; 192:21,25;195:9,9,15; 237:17;239:4,5,6,13; 241:1,8,9</p> <p><b>BARBERIO (12)</b> 45:5;58:1,2,11,17; 59:4,5;60:1,8,19; 119:18;120:24</p> <p><b>Barberio's (2)</b> 60:3,7</p> <p><b>bargaining (2)</b> 119:16;204:13</p> <p><b>BARKER (1)</b> 14:7</p> <p><b>Barlow (1)</b> 128:4</p> <p><b>BARNEA (5)</b> 33:9;159:5,6,9,25</p>	<p><b>BARNEY (1)</b> 34:19</p> <p><b>barrier (1)</b> 181:21</p> <p><b>bars (1)</b> 205:18</p> <p><b>BARTLETT (1)</b> 32:2</p> <p><b>base (3)</b> 107:8;183:9;248:1</p> <p><b>Based (18)</b> 51:15;56:6;100:7; 110:18;135:13;144:4; 145:11;147:18,23; 148:20;174:5;181:15; 182:2;193:24;195:20; 224:16;240:6;242:16</p> <p><b>baseline (2)</b> 203:7;230:15</p> <p><b>Basically (9)</b> 55:7;99:18;135:11; 138:13;139:2;173:7; 184:7;189:23;190:4</p> <p><b>basis (28)</b> 108:21;116:18; 120:20;126:23;130:4; 164:1;167:9;176:7; 190:5;193:19;202:22; 219:17;223:3;224:11, 14,19,23;232:10; 233:22;238:3,21; 239:3,21;240:11,14, 18;241:21;251:8</p> <p><b>BATTAGLIA (1)</b> 37:10</p> <p><b>BAUER (1)</b> 45:7</p> <p><b>BAXTER (1)</b> 7:17</p> <p><b>Bay (1)</b> 8:5</p> <p><b>Beach (1)</b> 35:6</p> <p><b>bear (2)</b> 105:4;243:7</p> <p><b>bearing (1)</b> 151:11</p> <p><b>became (5)</b> 152:23;153:13; 163:10;185:17,24</p> <p><b>BECKER (1)</b> 45:8</p> <p><b>become (3)</b> 137:11;150:22; 217:19</p> <p><b>becomes (1)</b> 218:25</p> <p><b>BEELER (1)</b> 33:18</p> <p><b>began (4)</b> 153:22;185:5; 235:1,3</p> <p><b>begin (2)</b></p>	<p>54:21;75:8</p> <p><b>beginning (10)</b> 92:8;118:25;123:3; 136:2;138:11;140:11; 160:20;185:14; 200:24;204:17</p> <p><b>begrudging (1)</b> 139:18</p> <p><b>begrudgingly (1)</b> 139:17</p> <p><b>behalf (30)</b> 47:6;75:4;79:10; 82:17;83:14,16; 111:18;118:10; 124:22;125:2;134:12, 13;136:15;143:12; 149:17;152:1;155:13; 185:20;189:2;194:7; 199:17;209:15;210:8; 212:19;214:17; 222:25;237:11,12; 238:7;242:19</p> <p><b>behind (3)</b> 72:16;194:14; 247:15</p> <p><b>behold (1)</b> 186:22</p> <p><b>belabor (2)</b> 193:22;204:11</p> <p><b>belief (2)</b> 77:5,9</p> <p><b>believes (4)</b> 144:5;147:17,21; 149:1</p> <p><b>belittling (1)</b> 194:22</p> <p><b>bell (1)</b> 166:25</p> <p><b>below (2)</b> 101:12;231:8</p> <p><b>beneficiaries (2)</b> 103:11;158:13</p> <p><b>benefit (6)</b> 94:20;105:19; 146:21;154:19,20; 173:16</p> <p><b>benefits (3)</b> 119:9,20,24</p> <p><b>BENJAMIN (2)</b> 25:15;45:6</p> <p><b>BENNETT (1)</b> 27:19</p> <p><b>BENZLIJA (1)</b> 37:10</p> <p><b>BERGMAN (1)</b> 31:11</p> <p><b>Berkeley (3)</b> 45:23;71:7;72:4</p> <p><b>bespoke (1)</b> 106:14</p> <p><b>best (23)</b> 59:19;62:2;64:8; 66:8;68:21;73:4;77:5,</p>	<p>9;81:8;85:24;102:25; 108:21;118:20; 121:10,22;144:17; 150:16;170:17;171:3; 181:13;208:2;245:15, 20</p> <p><b>best-interest (3)</b> 227:11,24;228:9</p> <p><b>BETH (2)</b> 19:8;164:21</p> <p><b>BETLEHEM (3)</b> 40:8;83:24;85:10</p> <p><b>better (6)</b> 84:18;161:9; 176:18;196:12;198:8; 230:16</p> <p><b>BEVERLY (1)</b> 28:7</p> <p><b>beyond (3)</b> 213:11;229:16; 247:7</p> <p><b>bid (14)</b> 101:4;126:4; 145:14,24;203:5,6,10; 207:19;230:13,14; 231:1,2,9;235:3</p> <p><b>bidder (1)</b> 205:23</p> <p><b>bidders (1)</b> 230:20</p> <p><b>bidder's (1)</b> 231:9</p> <p><b>bidding (3)</b> 203:2;206:1;230:17</p> <p><b>bids (2)</b> 203:8;231:3</p> <p><b>bifurcated (1)</b> 217:23</p> <p><b>bifurcating (1)</b> 218:13</p> <p><b>big (1)</b> 150:3</p> <p><b>billion (19)</b> 91:6;101:6;108:19; 122:21;126:5;154:7; 201:21;202:1;203:6; 206:10,11,12,14; 211:19;229:21;230:2; 231:6,6,7</p> <p><b>billion-dollar (1)</b> 101:3</p> <p><b>billions (7)</b> 126:6;167:1;202:3, 15;211:19,25;230:4</p> <p><b>binder (11)</b> 58:21;59:1;61:11, 12;63:16,17;65:16; 67:22;69:24;72:11,12</p> <p><b>binders (2)</b> 58:18,23</p> <p><b>binding (1)</b> 56:21</p> <p><b>BIRD (1)</b></p>	<p>23:18</p> <p><b>Bishopsgate (1)</b> 5:4</p> <p><b>bit (10)</b> 53:8;55:10;148:5; 156:23;158:14; 170:13;171:10; 174:22;194:8;244:10</p> <p><b>BLABEY (1)</b> 8:18</p> <p><b>black (1)</b> 189:12</p> <p><b>blackline (2)</b> 48:20;214:1</p> <p><b>BLANK (2)</b> 11:2;150:5</p> <p><b>bless (1)</b> 110:21</p> <p><b>blind (2)</b> 169:5;174:10</p> <p><b>BLOCK (1)</b> 20:2</p> <p><b>Board (7)</b> 24:3;58:1,12;128:6; 154:11;175:16; 187:25</p> <p><b>body (1)</b> 191:4</p> <p><b>BOGGS (1)</b> 21:2</p> <p><b>BOND (2)</b> 42:11;211:20</p> <p><b>BONTEQUE (1)</b> 34:7</p> <p><b>bonuses (1)</b> 233:14</p> <p><b>book (1)</b> 202:22</p> <p><b>bookrunner (1)</b> 218:7</p> <p><b>BOONE (1)</b> 43:2</p> <p><b>BORGES (1)</b> 38:18</p> <p><b>Boston (4)</b> 4:23;19:17;25:13; 26:5</p> <p><b>both (18)</b> 51:1,13;105:9; 106:15,17;119:4; 122:19;129:19;145:7, 10;169:25;179:16,16, 23;199:6;235:11; 237:2;242:7</p> <p><b>bottom (1)</b> 48:24</p> <p><b>bottom-line (1)</b> 196:25</p> <p><b>Boulevard (6)</b> 17:12;18:4;34:21; 38:20;40:4;41:13</p> <p><b>bound (1)</b> 104:11</p>
--	--	---	--	---

<p><b>Bourassa (4)</b> 42:3;162:21; 188:20;189:1</p> <p><b>Bourassa's (2)</b> 190:2;192:9</p> <p><b>box (5)</b> 58:3;115:5,10; 139:9;246:4</p> <p><b>boxes (2)</b> 93:21,21</p> <p><b>Boylston (2)</b> 4:22;19:15</p> <p><b>BR (3)</b> 211:13;234:4; 241:18</p> <p><b>Brad (1)</b> 158:6</p> <p><b>BRADLEY (18)</b> 8:10;45:9;60:23; 61:5,10,13,18;62:9, 17,23,24;63:2; 122:12;202:16; 229:23;234:8;244:17, 23</p> <p><b>Bradley's (2)</b> 62:11,16</p> <p><b>BRADY (4)</b> 12:8;143:10,12,12</p> <p><b>breadth (1)</b> 119:13</p> <p><b>break (2)</b> 160:9,10</p> <p><b>breaking (1)</b> 101:12</p> <p><b>brevity (1)</b> 161:12</p> <p><b>BRG (1)</b> 125:7</p> <p><b>brief (14)</b> 52:11;119:18; 132:14,24;133:1; 138:2;141:15;144:11; 150:13;180:20; 189:18;207:17;211:7; 222:6</p> <p><b>briefed (1)</b> 195:21</p> <p><b>briefe (1)</b> 161:11</p> <p><b>briefly (8)</b> 53:23;188:25; 191:13;193:9;210:7; 217:7;222:6;225:24</p> <p><b>bring (4)</b> 129:16;172:21; 175:13;185:18</p> <p><b>Broad (1)</b> 43:13</p> <p><b>broadly (3)</b> 144:25;201:15; 227:7</p> <p><b>Broadway (1)</b> 34:4</p>	<p><b>BRODY (1)</b> 9:7</p> <p><b>broke (1)</b> 213:23</p> <p><b>broken (1)</b> 96:7</p> <p><b>BROOKS (1)</b> 14:7</p> <p><b>brought (6)</b> 110:8;148:9;164:4; 186:24;226:6;243:7</p> <p><b>BROWN (2)</b> 9:8;16:2</p> <p><b>BROWNSTEIN (1)</b> 19:8</p> <p><b>Bryant (1)</b> 14:4</p> <p><b>bucket (3)</b> 70:4,6;203:17</p> <p><b>buckets (2)</b> 70:1;127:13</p> <p><b>budget (2)</b> 203:7;230:15</p> <p><b>Building (1)</b> 17:13</p> <p><b>built (2)</b> 110:1;146:13</p> <p><b>bunch (2)</b> 137:8;139:11</p> <p><b>burden (1)</b> 181:3</p> <p><b>BURKART (1)</b> 34:16</p> <p><b>BURLING (1)</b> 33:13</p> <p><b>burn (1)</b> 137:24</p> <p><b>burned (1)</b> 151:18</p> <p><b>Buschman (10)</b> 65:6,9,11,16,18,23; 66:14,22;67:2;202:25</p> <p><b>BUSCHMANN (1)</b> 45:10</p> <p><b>Buschman's (2)</b> 66:16;150:23</p> <p><b>business (38)</b> 91:5,13,16;93:4,6; 95:19;101:10;105:16; 107:20;121:7,22; 122:10,13,18,22; 136:1;151:10,20; 152:15;154:21,23,24; 168:8;181:17,19; 184:8;186:4,17; 203:4;213:2;223:10; 230:11;231:4,5; 234:14,22;245:12,20</p> <p><b>businesses (4)</b> 145:5;151:18; 187:14;236:18</p> <p><b>buy (1)</b> 165:13</p>	<p><b>buyers (1)</b> 230:20</p> <p style="text-align: center;"><b>C</b></p> <p><b>C4E0 (1)</b> 7:15</p> <p><b>CA (10)</b> 6:14;9:18;10:6; 14:21;18:14;21:6; 29:6;34:14;35:6; 41:15</p> <p><b>cadence (1)</b> 148:7</p> <p><b>CAHIR (1)</b> 13:7</p> <p><b>CAHN (1)</b> 43:25</p> <p><b>calendar (1)</b> 109:23</p> <p><b>California (3)</b> 21:4;34:10,11</p> <p><b>call (5)</b> 58:1;103:20; 177:18;181:2;203:22</p> <p><b>called (5)</b> 81:12;95:22;97:22; 138:18;226:12</p> <p><b>calls (6)</b> 134:9;148:2;215:4, 5;235:4;246:24</p> <p><b>came (12)</b> 86:5;126:16; 139:22;152:25; 153:18;155:23;156:1, 20;172:17;190:3; 200:21;203:9</p> <p><b>camera (2)</b> 161:10;205:11</p> <p><b>campaign (1)</b> 191:22</p> <p><b>campaigns (1)</b> 192:6</p> <p><b>can (59)</b> 48:13;51:24,24; 53:4,11;71:21;75:19; 76:10;79:21;84:16, 17,17,24;85:1;90:11; 92:13,21,23;95:2; 101:18;104:24; 109:10,14;110:12; 111:11;120:21; 123:14,21;124:8; 129:3;142:11;144:2; 147:11,14;148:17; 157:14,15;160:8; 162:14,15;166:7; 169:20;174:4;177:10; 189:6;190:24;191:13; 193:20;196:14;206:6; 207:18,20,25;211:11; 214:1;218:1;222:7, 14;224:25</p>	<p><b>Canada (11)</b> 40:6;163:16; 164:24;165:8;170:5; 171:8;172:8;181:5; 192:12;198:11;242:9</p> <p><b>Canadian (40)</b> 43:12;92:3;103:2; 117:19;133:4;134:15; 136:23;149:19; 163:25;164:2;165:6; 166:22;167:1,17; 170:4;171:12,22; 172:9;173:17;176:11; 177:22;178:8,8; 180:24;191:17,24; 192:1,14,17;195:1,8, 11;196:8;216:15,25; 237:15;238:20;239:9, 10,20</p> <p><b>Canadians (3)</b> 87:2;165:13;170:6</p> <p><b>canceled (1)</b> 227:14</p> <p><b>cancelled (1)</b> 123:22</p> <p><b>canvasing (1)</b> 245:14</p> <p><b>capacity (1)</b> 79:12</p> <p><b>capital (4)</b> 94:22;95:2;108:19; 206:14</p> <p><b>Cardinal (2)</b> 23:3,11</p> <p><b>care (4)</b> 159:17;174:18; 243:4;246:6</p> <p><b>carefully (1)</b> 91:10</p> <p><b>CAROLINE (1)</b> 44:20</p> <p><b>CARPENTER (1)</b> 26:12</p> <p><b>CARTER (1)</b> 43:20</p> <p><b>CASE (132)</b> 22:2;48:1,6;55:25; 56:11;75:16;80:3; 87:12,22;91:18; 92:10;99:22;102:23; 103:1;104:8,13; 106:23;115:19;116:7; 117:6,23;125:6,11,12, 18,25;127:1;132:22; 133:12,12,16,21; 134:11,19,21,25; 135:4;136:3,4,17,21; 137:9,24;138:3,10,12; 139:4;140:6,11; 141:17;142:8;143:20; 146:11;148:5;149:4, 18;151:5,5,24;152:9; 153:13,15;154:1,6;</p>	<p>155:19,22,23;156:1,9, 22,25;158:1;159:13, 14;166:2;171:2; 173:7,20;174:11,17, 20;178:19;181:11; 182:23,23;183:2; 184:1,9,13,18,23,25; 185:1,5,12;186:4,5, 15,22;187:2;189:17, 18;191:16,20;192:10; 193:5,15;195:5,6; 196:16;200:22;202:6; 203:2,14;204:17; 210:24;211:16; 212:23;213:14; 214:23;224:22;225:2; 227:8;229:20,25; 236:2;237:17;239:18; 242:18;243:8;244:12; 247:7</p> <p><b>cases (45)</b> 70:3,8;72:5;76:21; 79:13;98:3;100:8; 103:17;105:13; 117:22;123:3,6; 126:1;134:5,17; 135:3,9;137:5,12; 139:10;141:16; 144:12;152:5;154:15, 17,22;158:1;164:4; 182:23;184:10; 189:20;195:14; 200:24;201:20,22,23, 24;203:13;223:11,12; 236:5;237:14;238:10, 12;241:13</p> <p><b>cash (22)</b> 95:21,22,23;96:9; 98:13,14,14,18;101:6; 108:8,8;122:15,18; 126:17;128:24; 133:23;135:6;141:1; 192:25;206:12,19; 235:8</p> <p><b>CASSIDY (1)</b> 23:23</p> <p><b>cast (5)</b> 68:6;116:17,20,24; 117:1</p> <p><b>categories (6)</b> 127:16;128:17; 130:1;137:14;145:1; 201:6</p> <p><b>category (11)</b> 49:2,4,8,16,17,25; 136:21;199:18; 201:11,12;236:1</p> <p><b>CATHERINE (1)</b> 20:7</p> <p><b>causal (1)</b> 181:9</p> <p><b>cause (2)</b> 181:8;183:11</p>
---	--	---	---	---

<p><b>caused (2)</b> 117:9,14</p> <p><b>causes (4)</b> 96:13;105:18; 128:15;129:15</p> <p><b>CCAA (5)</b> 163:18,20;176:13; 191:18;192:12</p> <p><b>cede (2)</b> 118:3;155:7</p> <p><b>Center (3)</b> 24:13;25:4;42:14</p> <p><b>Certain (34)</b> 22:3;25:3;70:5; 76:15;96:10,12,13,14; 97:11;99:20;102:5; 104:3;105:14,21; 108:15;112:21; 126:18;128:13; 129:12;131:21; 140:24;201:9;202:12, 18;203:22;212:25; 216:15,25;217:17,18; 223:17;239:14;241:2, 14</p> <p><b>certainly (15)</b> 98:25;127:2; 151:13,15;153:3; 166:19;169:6;170:6; 176:12;177:20;181:5; 186:3,4;243:14; 244:13</p> <p><b>certainty (1)</b> 128:23</p> <p><b>certificate (1)</b> 117:20</p> <p><b>certification (2)</b> 184:15;238:14</p> <p><b>certified (3)</b> 172:7;189:3;238:18</p> <p><b>cetera (4)</b> 110:16;176:19; 192:16;221:23</p> <p><b>CGL (1)</b> 128:14</p> <p><b>CHADWICK (1)</b> 8:9</p> <p><b>chairman (2)</b> 58:1,12</p> <p><b>challenge (6)</b> 172:17;192:22,23; 237:22;241:9,10</p> <p><b>challenges (3)</b> 126:10;192:24; 231:16</p> <p><b>challenging (1)</b> 149:5</p> <p><b>chamber (1)</b> 150:8</p> <p><b>Chambers (7)</b> 33:4;71:18;76:1; 78:18;214:24;246:2, 20</p>	<p><b>chance (4)</b> 82:20;161:22; 204:25;210:25</p> <p><b>change (5)</b> 86:3,13;87:5; 200:14;215:19</p> <p><b>changes (7)</b> 50:2,5;77:13;190:8; 213:22;221:10,24</p> <p><b>channeling (2)</b> 148:3;149:1</p> <p><b>channels (1)</b> 192:1</p> <p><b>CHAPMAN (16)</b> 44:13;48:5;92:9; 140:23;146:2,4; 152:20;153:10;174:2; 185:17;193:13; 200:19;226:1,5; 235:20;243:19</p> <p><b>Chapman's (2)</b> 146:3;155:16</p> <p><b>Chapter (39)</b> 59:6;61:14;63:20; 65:19;68:7;70:8; 76:13;80:19,21; 91:18;104:8;121:14, 20;126:22,25;148:1; 153:13;154:6,25; 163:14,22;164:4,8,9; 200:24;201:20,24; 203:13;206:11;217:1; 223:4,10;227:22; 228:6,8;229:20; 236:25;237:14; 238:12</p> <p><b>character (1)</b> 189:21</p> <p><b>charge (1)</b> 117:23</p> <p><b>charged (1)</b> 191:1</p> <p><b>charges (1)</b> 219:6</p> <p><b>Charleston (2)</b> 17:14;34:22</p> <p><b>chart (7)</b> 48:8,20;49:21,22; 93:6,8;94:2</p> <p><b>charter (2)</b> 168:6;178:23</p> <p><b>chase (1)</b> 152:24</p> <p><b>CHASIN (1)</b> 14:8</p> <p><b>chauvinism (1)</b> 198:5</p> <p><b>chauvinistic (2)</b> 164:25;194:25</p> <p><b>check (2)</b> 139:8;231:13</p> <p><b>checked (2)</b> 115:5,10</p>	<p><b>Chemtura (1)</b> 234:4</p> <p><b>CHENG (1)</b> 27:7</p> <p><b>CHI (1)</b> 46:7</p> <p><b>Chicago (6)</b> 5:21;20:5;30:6; 35:17;37:23;39:14</p> <p><b>chief (5)</b> 60:23;61:5;163:20; 164:11;177:23</p> <p><b>CHIESA (1)</b> 23:10</p> <p><b>CHIN (1)</b> 38:24</p> <p><b>CHOATE (1)</b> 26:2</p> <p><b>CHOE (1)</b> 24:17</p> <p><b>CHOI (1)</b> 9:20</p> <p><b>choice (1)</b> 168:9</p> <p><b>choosing (1)</b> 112:1</p> <p><b>chorus (1)</b> 132:20</p> <p><b>Chris (1)</b> 72:13</p> <p><b>CHRISTIAN (1)</b> 36:7</p> <p><b>CHRISTINA (1)</b> 9:8</p> <p><b>CHRISTOPHER (5)</b> 12:9;45:23;46:6; 71:6;72:2</p> <p><b>Chubb (5)</b> 34:3;131:1,8,10,13</p> <p><b>CICERO (1)</b> 16:7</p> <p><b>Cir (2)</b> 226:14;233:24</p> <p><b>Circuit (2)</b> 120:18;189:19</p> <p><b>circumstances (5)</b> 107:22;133:20; 134:3;149:3;234:1</p> <p><b>cite (1)</b> 234:15</p> <p><b>cited (2)</b> 189:18;193:15</p> <p><b>cites (1)</b> 240:4</p> <p><b>CITY (4)</b> 18:2,3,11,12</p> <p><b>civil (8)</b> 97:12,23;164:21; 166:16;171:13; 190:13,13;241:13</p> <p><b>claim (69)</b> 86:6;87:2,4;97:17; 111:25;130:24;</p>	<p>134:22;141:22;142:4; 143:22;144:2;145:3; 165:15,20;170:16,21; 171:9,18,19;172:10, 11,13;173:18;176:6; 177:2,12;181:4,18,18; 183:3,12;189:24,25; 191:10,11;192:16,21; 195:11,16,18;201:25; 202:2;210:21;227:19; 230:1,3,3;238:3; 239:1,2,9,11,12,14,18, 23;240:3,7,10,12,14, 17,19,24;241:2,6,12, 15,21</p> <p><b>claimant (20)</b> 49:3;50:1;57:4; 92:1;106:19;107:9, 10;114:10;134:23; 138:9;143:25;165:9; 169:2;191:15;192:20; 194:21,21;210:23; 233:4;235:17</p> <p><b>Claimants (141)</b> 11:11;12:3,15;13:3, 12,20;14:3,18;15:3; 41:3;75:4;76:12; 79:11,13;80:10,18; 81:24;86:6;87:6;92:1; 101:21,21,24,25; 102:9,18;104:4,9,17; 106:11;107:2;112:2; 113:10,21,25;114:3,4; 117:1;123:9,10; 127:11,11;132:11; 133:7,12,13,22,25; 134:3,8,10,10,12,13, 14;135:8,23;136:8,11, 12,18,20,21;137:2,8, 15;138:19,19;139:1; 140:7,7,11,24;144:8, 9,10,14,15,20,21; 145:3,18,19,22;146:4, 21;147:8;148:9,13; 152:4;163:25;164:16; 165:1,8,10,15;168:17, 18;170:14,15;173:17, 17,17;175:22,23; 181:1,2;188:22; 192:14;194:20,25; 195:1,4,10;196:4,12, 13;198:25;199:6,20; 200:9;201:4;211:23, 24,25;212:4;232:9, 22;233:7,13;234:11; 235:21;236:2,5; 237:9;238:23;239:15; 241:3,24;242:6,15</p> <p><b>Claimants' (4)</b> 77:23;79:3;107:11; 123:5</p> <p><b>claims (127)</b> 67:6,14;80:3;87:5;</p>	<p>95:12,13,13,15;97:12, 13,15,16,18;103:2,20, 21;104:4,13,14,16,19, 20,21;105:12,15,16, 19;107:5,5;112:24; 114:22;116:25;117:3; 121:12;122:25;123:2, 4,21;124:9;126:5; 127:7,10,10,12,16,17; 128:15,24;129:5,6; 131:10,13;134:15; 139:20;141:23; 143:18;144:23,25; 145:4,9,10;146:17,22, 24,25,25;147:13,19; 148:3,6,11,12,16,19, 20,25;150:25;157:22; 159:13,17,21;165:10; 174:19;175:7;176:4; 178:8;183:6,9,16; 189:12,15,21,22; 190:1,14,14,17,20,24; 191:10;194:23; 195:14;201:25;202:3, 4,6;203:15;211:17,18, 20,22,25;213:12; 216:2,4,9;223:13; 228:6,11,24;230:1,5; 237:1;238:20;239:16, 20;241:14</p> <p><b>clarification (5)</b> 142:18,21;143:6; 167:8;178:5</p> <p><b>clarify (1)</b> 142:25</p> <p><b>Clark (1)</b> 20:4</p> <p><b>class (122)</b> 91:20,22;95:15; 96:5,15;97:3,3,11,15, 19;101:18,19,21,24; 102:2,4,4,8,18,19; 103:2,16,20,21,23; 104:1,2,2,5,8,23; 107:5,6;113:23,25; 114:2;116:6,15,25; 117:2,3;123:18,18; 125:21,22;134:6,6; 136:16;156:8;162:21, 25;163:1,1,8,23; 165:21,25;169:13; 171:9,18,19,19,23,24; 172:1,7,7,10,11,13; 176:7;177:2;179:6, 12;181:1,2,19,25; 183:1,4,4;184:15; 189:2,3,13;190:1,16; 191:12;192:15,21; 195:13,16,18;223:13; 227:12,25;228:11,12, 12,14,24;229:1,3,5; 233:5,10;237:11; 238:3,6,14,18;239:3,</p>
---	---	--	---	---

<p>14,15,23;240:7,11,18; 241:2,12,14,21 <b>class-based (2)</b> 177:12;240:2 <b>Classes (37)</b> 95:12,14;96:7; 102:10;103:23; 104:12;106:4,4,11,12; 107:2,3,4,4;112:17; 116:19,19,20,21,22; 118:22;120:3;123:13; 16,17,23;124:1,2,5,8; 136:14;154:4;181:17; 195:22;196:14; 211:11,12 <b>classification (10)</b> 182:14,21;183:22; 189:11;190:5,9; 191:7;241:24;242:3, 11 <b>classified (10)</b> 97:16;104:15; 176:3;181:14;188:21; 189:24;190:24;196:8; 227:12;239:12 <b>classify (6)</b> 180:25;181:12; 182:22;191:9;242:6,7 <b>class-wide (2)</b> 238:21;239:21 <b>CLAUDIA (1)</b> 21:18 <b>clean (1)</b> 48:22 <b>clear (33)</b> 93:20;94:19;98:9, 24,24;100:11,15; 114:15;120:25; 131:14;135:17;138:3; 145:20;150:22;169:4; 178:23;182:23; 184:22;185:2,17,24; 186:1;190:20;193:22; 196:5;200:4,23; 204:16;214:3;224:1; 234:17;235:10;243:8 <b>clearing (1)</b> 119:21 <b>clearly (8)</b> 121:22;162:14; 165:7;168:25;174:23; 195:11;231:13; 243:18 <b>CLERK (15)</b> 58:6,8;60:25;63:7; 65:8;67:7,9;71:23; 75:19,22;79:24; 84:21,25;85:2;161:17 <b>client (10)</b> 161:3;169:12,13, 18;176:12,16;179:4,5, 5,6 <b>clients (6)</b></p>	<p>112:7;114:6; 154:16;156:22;173:9; 196:3 <b>client's (3)</b> 169:14,18;235:4 <b>CLIFFORD (1)</b> 37:19 <b>clip (1)</b> 139:9 <b>close (4)</b> 90:10;135:13; 203:9;208:12 <b>closed (1)</b> 90:2 <b>closest (2)</b> 58:18;61:10 <b>closing (4)</b> 102:12;158:9,11; 214:7 <b>CLOYD (1)</b> 16:16 <b>CNC (2)</b> 45:18;46:13 <b>CO (1)</b> 39:23 <b>coadvisers (1)</b> 149:17 <b>cocounsel (6)</b> 83:3;89:18;132:10; 149:20,20;174:16 <b>Code (23)</b> 80:21;118:2;121:9; 150:15;166:12,12; 167:10;175:14,16; 189:11;190:22;223:8; 224:20;225:23; 226:22;227:9;232:16; 238:5;240:23,25; 242:1,4,25 <b>Code's (1)</b> 202:4 <b>cognizant (1)</b> 199:25 <b>cohead (2)</b> 71:7;72:3 <b>COHEN (15)</b> 9:9;29:11;149:14, 16,16,25;150:4,7; 185:25;212:15,16,18, 19;213:16;247:1 <b>Cohen's (1)</b> 247:4 <b>COLIN (1)</b> 32:9 <b>collaboration (1)</b> 149:8 <b>Collateral (5)</b> 23:19;192:25; 193:6;235:8;237:23 <b>collaterally (1)</b> 241:8 <b>colleague (15)</b> 54:20;90:16;92:14;</p>	<p>111:13;118:4,10; 119:3;120:11;161:5; 162:4;174:16;181:25; 188:15;199:14; 213:21 <b>colleagues (3)</b> 52:10;125:5;142:21 <b>collect (1)</b> 105:22 <b>collection (3)</b> 47:25;49:4,53;11 <b>collectively (1)</b> 230:25 <b>COLLEEN (1)</b> 15:7 <b>Collegium (1)</b> 19:14 <b>colloquy (2)</b> 191:14;241:25 <b>color (1)</b> 93:8 <b>colored (1)</b> 94:1 <b>Columbia (1)</b> 152:2 <b>column (1)</b> 48:25 <b>COLVIN (1)</b> 45:11 <b>combination (4)</b> 93:11;95:16; 122:14;203:9 <b>combined (6)</b> 55:25;56:11,12,20; 117:15;237:17 <b>Combining (1)</b> 231:3 <b>comfortable (3)</b> 141:9;221:12; 222:17 <b>coming (11)</b> 60:15,21;62:24; 65:4;67:3;69:19; 73:25;82:7,98:18; 145:12;184:6 <b>commence (1)</b> 223:4 <b>commenced (3)</b> 112:15;176:14; 235:12 <b>commencement (3)</b> 112:19;237:17; 238:10 <b>comment (1)</b> 187:8 <b>comments (8)</b> 53:2;92:8;150:20; 167:13;174:15; 219:11;225:10;247:4 <b>Commission (1)</b> 70:6 <b>commitments (1)</b> 218:5</p>	<p><b>committed (1)</b> 152:14 <b>Committee (48)</b> 8:14;13:3,12,20; 14:3,18;15:3,19;16:3; 52:20;71:6;72:5; 73:18;74:16;75:4; 76:12;77:23;79:3; 91:25;92:1,3;96:6; 99:3;102:9;125:2,6,7; 126:14;127:5;128:5, 7,21;132:1,2,11; 133:6;134:16;137:16; 139:19;152:1;155:13; 173:6;176:22;203:25; 206:3;211:4,15; 226:13 <b>committees (9)</b> 106:15;113:12,19; 126:1,10;137:15; 152:6;153:6;210:4 <b>committee's (1)</b> 119:21 <b>common (4)</b> 104:14;157:10; 164:20;171:12 <b>commonly (1)</b> 163:17 <b>Commonwealth (1)</b> 17:20 <b>communicate (4)</b> 168:8,10;169:5; 236:19 <b>communications (1)</b> 168:11 <b>community (1)</b> 168:19 <b>comp (3)</b> 131:9,10,13 <b>Companies (3)</b> 34:3;63:12;162:23 <b>Companies' (1)</b> 163:16 <b>Company (9)</b> 19:3;26:13;30:13; 45:13,16;46:19; 126:19;163:7,10 <b>comparative (1)</b> 190:25 <b>compares (1)</b> 191:3 <b>comparing (1)</b> 189:22 <b>comparison (1)</b> 195:13 <b>compelled (1)</b> 145:2 <b>compensating (1)</b> 152:3 <b>compensation (4)</b> 135:15,21;142:12; 233:4 <b>compensatory (1)</b></p>	<p>239:10 <b>competency (1)</b> 119:12 <b>complained (1)</b> 192:11 <b>complaining (1)</b> 193:17 <b>complains (2)</b> 236:10;239:2 <b>complaint (1)</b> 177:18 <b>complaints (4)</b> 99:16;169:24; 173:22;177:19 <b>complete (3)</b> 90:2;154:10;225:3 <b>completely (4)</b> 141:6;164:23; 165:4;198:9 <b>completion (1)</b> 217:20 <b>complex (2)</b> 119:10;149:4 <b>complexity (1)</b> 179:17 <b>compliance (2)</b> 121:15;124:6 <b>complied (1)</b> 91:17 <b>complies (2)</b> 229:11;242:24 <b>comply (2)</b> 91:16;224:19 <b>complying (1)</b> 230:17 <b>component (2)</b> 128:18;146:18 <b>components (4)</b> 90:18;120:12; 156:3;217:10 <b>comprehensive (3)</b> 111:21;121:3; 234:13 <b>comprehensively (1)</b> 234:21 <b>comprise (1)</b> 70:4 <b>comprised (1)</b> 226:3 <b>comprising (1)</b> 154:4 <b>compromises (1)</b> 149:6 <b>Computershare (3)</b> 19:3;45:13,16 <b>CONAWAY (4)</b> 12:2,14;79:9; 143:12 <b>conceded (1)</b> 189:14 <b>concern (2)</b> 93:4;174:9 <b>concerned (9)</b></p>
---	--	---	---	---

<p>60:15,17;62:25; 131:10;171:1,4; 172:3;174:22;177:21 <b>concerning (1)</b> 55:20 <b>concerns (10)</b> 53:20;131:9,20; 145:14;177:25;189:9; 201:5;203:22;206:22; 219:22 <b>conclude (3)</b> 53:22,25;246:15 <b>concluded (2)</b> 230:24;248:5 <b>concludes (10)</b> 57:8;70:25;104:22; 109:11;110:7;111:10; 124:12,18;213:19; 225:7 <b>conclusions (1)</b> 109:17 <b>condition (1)</b> 157:5 <b>conditional (6)</b> 110:1;112:8;184:8; 186:9,23;223:3 <b>conditionally (1)</b> 112:13 <b>conduct (4)</b> 97:14;108:13,21; 176:21 <b>conducted (6)</b> 101:1;110:19; 146:7;203:3;230:10; 235:19 <b>conducting (1)</b> 235:7 <b>conference (3)</b> 47:11;51:15,18 <b>conferred (1)</b> 88:22 <b>confident (1)</b> 222:14 <b>confine (1)</b> 146:16 <b>confirm (10)</b> 47:7;55:14;123:14; 158:19;175:9;216:8; 222:5;228:21;240:12; 243:1 <b>confirmation (82)</b> 48:19;49:11,18; 50:2,5;51:1,9;52:9; 53:22;56:1,2,4;57:4; 59:6,11;61:14,19; 63:19,24;65:18,24; 68:12;72:14,20; 76:13,20;80:19; 85:11;90:9;96:24; 97:2;108:24;110:2; 117:25;118:14; 119:18,22;120:15; 125:14;130:12,18,22;</p>	<p>131:12,19;132:15; 149:11,12;150:1,12, 14;155:5;158:23; 159:3;164:9;178:11, 18;184:9,14;186:6,10, 24;187:15;188:2; 190:25;206:5;207:1; 208:7,11;209:18; 213:22;214:20;216:3; 218:8;223:18;226:18, 21;232:16;236:12; 237:5;241:10;243:10; 245:1 <b>confirmed (2)</b> 55:8;142:10 <b>confirms (3)</b> 130:18,23;131:12 <b>conflicting (1)</b> 176:24 <b>conformation (1)</b> 118:11 <b>confusion (1)</b> 98:9 <b>connection (15)</b> 47:9;55:19,25;56:6, 11;102:22;104:10; 117:25;120:7;121:4; 218:4;235:8;244:16; 245:5,9 <b>CONNIE (1)</b> 24:17 <b>CONNOLLY (1)</b> 30:12 <b>conscious (1)</b> 137:23 <b>consensual (6)</b> 105:9;107:22; 131:24;151:14; 193:12;234:17 <b>consensually (1)</b> 217:3 <b>consensus (7)</b> 125:19,24;126:2, 12,15,21;153:9 <b>consent (1)</b> 220:11 <b>consider (6)</b> 57:22;119:7; 168:16;205:15;233:9, 12 <b>consideration (17)</b> 95:16,17;96:7; 102:10,13;103:3,6; 104:20;128:19,20; 146:20;148:2;176:2; 206:21;233:20; 235:21;236:1 <b>considered (12)</b> 89:16;110:24; 153:14,16;170:5; 176:2,5;207:18,25; 229:10;240:13,17 <b>considering (1)</b></p>	<p>54:16 <b>consist (1)</b> 106:13 <b>consistent (6)</b> 87:11;100:3;121:8; 135:23;156:6;157:18 <b>consistently (1)</b> 73:7 <b>consisting (1)</b> 106:11 <b>consists (5)</b> 97:3,11;102:18,19; 103:2 <b>consolidated (2)</b> 116:18;202:22 <b>conspicuous (1)</b> 223:14 <b>Constellation (1)</b> 41:13 <b>constituencies (3)</b> 143:15;149:6; 184:16 <b>constituency (1)</b> 184:12 <b>constituents (6)</b> 128:22;152:7; 154:20;156:1;157:13, 13 <b>constitute (1)</b> 56:15 <b>Constitution (1)</b> 25:20 <b>construct (1)</b> 221:8 <b>constructed (1)</b> 91:10 <b>constructive (1)</b> 153:11 <b>construed (2)</b> 223:23;224:25 <b>consultant (2)</b> 142:4;158:8 <b>consultation (3)</b> 113:11,18;231:11 <b>Consulting (1)</b> 46:15 <b>consumers (1)</b> 165:13 <b>consummation (1)</b> 166:13 <b>contact (2)</b> 195:8;210:14 <b>contacted (2)</b> 177:15;230:19 <b>contain (1)</b> 224:20 <b>Contained (1)</b> 205:22 <b>containing (1)</b> 163:5 <b>contains (3)</b> 95:7;223:7,14 <b>Cont'd (1)</b></p>	<p>46:2 <b>contemplated (7)</b> 96:20;98:17; 109:13;137:20; 146:13;212:23; 213:14 <b>contemplates (2)</b> 93:4;201:19 <b>contends (6)</b> 233:11;238:19; 239:19;240:6,9; 242:13 <b>content (3)</b> 193:16,18;234:3 <b>contention (4)</b> 236:8;240:16; 241:19;242:16 <b>contentious (2)</b> 126:1;235:11 <b>contents (2)</b> 77:8;120:23 <b>contest (1)</b> 240:19 <b>contested (3)</b> 50:25;100:6,16 <b>context (9)</b> 125:17;156:13; 163:21;186:25; 236:16;238:20; 239:19,20;240:7 <b>continue (7)</b> 91:16;105:16; 125:15;136:10;146:1; 216:7;232:25 <b>continued (3)</b> 113:17;153:9;235:5 <b>continues (1)</b> 136:5 <b>continuing (2)</b> 128:9;198:20 <b>contract (3)</b> 49:17,20;222:2 <b>contractual (1)</b> 181:18 <b>contrast (1)</b> 239:22 <b>contributed (2)</b> 135:14;141:1 <b>contributing (1)</b> 135:21 <b>contribution (1)</b> 136:6 <b>convenience (2)</b> 172:14;195:17 <b>convenient (2)</b> 149:24,25 <b>conversation (2)</b> 50:3;210:18 <b>convinced (1)</b> 190:12 <b>COOLEY (3)</b> 13:2,11;132:12 <b>cooperation (3)</b></p>	<p>99:6;129:1,2 <b>coordinate (1)</b> 51:24 <b>coordinates (1)</b> 93:9 <b>COPELAND (1)</b> 20:16 <b>copies (3)</b> 71:20;76:2;79:15 <b>copy (12)</b> 48:10,12,13,22; 50:14;71:18,18; 78:17,19;92:23; 177:17;246:1 <b>Coral (1)</b> 16:14 <b>core (3)</b> 93:3;151:21;231:5 <b>Coree (1)</b> 171:14 <b>COREY (1)</b> 18:16 <b>Cornerstone (1)</b> 41:12 <b>Corp (2)</b> 234:4;241:18 <b>corporate (2)</b> 72:3;106:13 <b>Corporation (1)</b> 20:3 <b>corrected (2)</b> 87:21;89:4 <b>corrections (1)</b> 77:13 <b>correctly (2)</b> 205:17;227:1 <b>corresponding (1)</b> 236:1 <b>CORROON (1)</b> 32:13 <b>cost (7)</b> 103:12,13;151:5, 11;170:20,21;191:23 <b>cost-efficiency (1)</b> 102:24 <b>costs (2)</b> 121:21;152:16 <b>COTTON (1)</b> 45:12 <b>Counsel (59)</b> 58:14;71:1;72:7; 75:24;78:13;80:5; 82:24;83:1,6;87:4; 88:22;105:7;112:22; 113:25;114:11; 119:12;120:7;125:7; 132:12;139:24;142:1; 150:5;154:16;162:20; 163:23;165:17;172:6, 22;173:4;177:13; 178:11;179:22;180:1, 14;189:14;190:10,21, 191:14,17,17;192:5,9,</p>
---	--	--	--	---

<p>19;193:1,17,25; 194:19,23;195:8,12, 25;214:15;216:15; 226:2;236:23;237:16; 241:25;242:1,5 <b>counted (2)</b> 115:16;116:1 <b>counterparties (2)</b> 49:17;222:2 <b>countries (1)</b> 112:25 <b>couple (8)</b> 98:21;130:10; 140:23;152:23;185:5; 226:24;244:2;246:17 <b>Coupled (2)</b> 206:9;224:17 <b>course (19)</b> 47:19;52:4,8,24; 53:5,17,21;91:18; 99:22;125:15;142:3; 155:21;173:12;174:3; 181:21;201:24; 215:10;229:25; 243:16 <b>COURT (491)</b> 47:2,21;48:10,12, 14,16,23;49:15,24; 50:10,16,24;51:7,14; 54:8,11,14,23;55:12, 13;57:9,19,24;58:2,9, 13,22,25;59:14;60:5, 10,20,24;61:3,7,22; 62:13,19,25;63:8,13; 64:3,18,25,25;65:9, 13;66:3,18,24;67:1, 10,15,25;68:2,16; 69:6,14;70:13;71:3, 10,12,15,21,25;72:6, 24;73:13,20;74:7,11, 19,21,23,25;75:2,7, 11,18,23;76:3;77:18, 25;78:10,12,16,23; 79:6,8,16,18,21,25; 80:4,15,17;81:3,18; 82:1,3,9,14,16,22,25; 83:8,12,16,19,22; 84:1,3,6,12,15,17,23; 85:4,18,21,23;86:7, 11,15,18,21,23,25; 87:7,17,25;88:6,9,12, 14,19,21;89:1,4,11, 13,20;90:6,7,14,19, 21,23;91:3;92:17,20, 24;93:1,17,19,24; 94:4,8,14;97:4,6,7,10; 98:11,23;99:9,12,17, 24;100:22;101:17; 103:15;104:24;105:1, 4,7;108:6,11;109:9, 12,14,16,21,23;110:6, 15,21;111:3,5,8,11, 13,15;112:12;114:13,</p>	<p>15,18,22,24;115:7,11, 13,15,18,23;116:2,9, 14;117:8;118:5,8,16, 24;123:14;124:16,23, 25;125:10;129:9,14, 16,19,23;131:2,4,5,7; 132:7;133:2,8;138:5; 141:7;142:14,16,19; 143:1,2,4,7,9,11,20; 144:21;145:13,23; 146:1;149:8,11,13,15, 24;150:3,6;155:8,11; 158:20;159:1,8,12,24; 160:1,7,13,15,17,22; 161:2,7,15,18;162:1, 5,8,10,12,15,22; 163:19;164:1,10,13, 14;165:17;167:19; 168:2,4,21,23;172:6; 176:8;177:6,9,22,25; 178:2,4,14,25;179:2, 4,8,10,18;180:4,6,18; 182:13,16;183:1,9,17, 20,24;184:3,20; 187:16,21,23;188:3,6, 14,17,20;189:1,6,11; 191:1,6,14,21,23; 192:17;193:5,25; 194:2,5,8,10,12,14; 197:6,12,17,22;199:2, 12,15;200:3;201:20; 202:5,24;203:16,18; 204:9,23;205:2,8,17; 206:23;207:8,11,14, 16,18,24;208:4,15,17, 19,23;209:1,3,5,8,13, 25;210:3,6,19;211:1, 5,9,13;212:7,12,15, 17;213:15,17,25; 214:9,11,13,18;215:3, 9,13,22,25;216:11,13, 21;217:4,9,12,15; 218:12;219:20,23; 220:3,8,18,20;221:2, 4,6,13,18,23;222:3, 23;223:23;224:12,14, 18;225:6,12,14,16; 226:7,10,11;227:6,17, 24,25;228:20;229:17; 230:19;231:10,18,21, 25;232:3,6,8,15; 233:8,11,15;236:7,9; 237:2,6,9,16,21,22, 25;238:7,11,13,16,18; 239:5;240:11,15; 241:6,19;242:2,10,15, 16,21;244:1,3,5,7,13, 20;245:17,18,25; 246:3,6,9,11,14; 247:21,24;248:4 <b>court- (1)</b> 203:1 <b>court-appointed (4)</b></p>	<p>79:10,12;80:2; 120:9 <b>court-approved (1)</b> 237:23 <b>court-ordered (2)</b> 121:4;200:19 <b>courtroom (9)</b> 57:16;81:13;83:1; 125:3;132:11;205:4; 207:3;214:24,25 <b>courts (9)</b> 119:5;120:21; 122:6;163:20;171:22; 176:11;189:15; 211:10;234:1 <b>Court's (7)</b> 146:5;192:12,12; 208:1;219:13,21; 227:3 <b>covenant (1)</b> 105:22 <b>cover (8)</b> 47:13;52:10;90:16; 124:13;131:11; 144:19;168:6;211:7 <b>coverage (2)</b> 131:1,23 <b>covered (1)</b> 130:24 <b>covering (1)</b> 118:11 <b>COVINGTON (1)</b> 33:13 <b>Cowen (1)</b> 46:19 <b>COX (2)</b> 10:12;149:21 <b>cramdown (2)</b> 118:21;240:23 <b>CRAWFORD (1)</b> 14:23 <b>CREADORE (2)</b> 36:18,24 <b>create (2)</b> 131:15;201:9 <b>created (1)</b> 127:15 <b>creating (1)</b> 191:7 <b>creation (1)</b> 129:8 <b>credit (8)</b> 126:4;153:24; 203:6;216:6;218:10; 230:14;231:9;245:7 <b>creditor (11)</b> 91:20;115:18; 126:23;127:8;143:15; 149:6;154:8,19; 193:8;220:7;224:5 <b>Creditors (73)</b> 8:14;71:6;72:5; 91:11,12,21,25;94:25;</p>	<p>95:18;96:6;99:3,20; 100:12;101:5,10; 105:19;112:16,21,21; 116:15;117:10; 118:20;119:11;120:2; 121:11,23,24,25; 123:25;124:4,7,10; 125:2,21,23;126:7,14, 16;127:9;128:19,21; 131:25;132:6;138:12; 145:8;154:5;163:17; 165:25,25;181:14; 193:11;201:25;202:2; 203:14;211:16,24; 212:2,3;224:2,6; 226:2,13;228:4,5; 229:1;230:8;233:11; 234:20,23;238:23; 240:1;242:19,20 <b>Creditors (5)</b> 73:18;74:17;91:13; 206:3;211:4 <b>criminal (1)</b> 97:13 <b>crisis (10)</b> 141:20,24;142:9; 155:25;156:13,15; 170:11,12;174:14; 200:10 <b>critical (2)</b> 105:13;247:9 <b>critically (1)</b> 108:14 <b>cross- (10)</b> 60:10;62:19,21; 66:24;69:14,16; 73:20;77:25;82:1; 87:25 <b>cross-examination (15)</b> 51:16;55:22;56:8; 57:16;60:4,13;62:12; 64:17;66:17;69:5; 73:22;78:3;82:4; 87:16;88:3 <b>cross-examine (2)</b> 57:22;65:1 <b>Cross-Holder (1)</b> 21:12 <b>crossover (1)</b> 126:14 <b>CRUTCHER (5)</b> 9:2,15;10:2;149:16; 212:19 <b>CT (1)</b> 25:21 <b>CTC (1)</b> 46:16 <b>CULLEN (2)</b> 13:16;132:12 <b>culmination (1)</b> 143:14 <b>cumulative (1)</b> 231:4</p>	<p><b>CUNNINGHAM (1)</b> 17:16 <b>currency (1)</b> 128:23 <b>current (4)</b> 94:1;144:10;146:3; 181:19 <b>customary (1)</b> 245:9 <b>cut (6)</b> 152:24;155:19; 166:7;175:12;193:4, 14 <b>CUTLER (2)</b> 25:2,10 <b>CYRUS (1)</b> 38:7</p> <hr/> <p style="text-align: center;"><b>D</b></p> <hr/> <p><b>D01 (1)</b> 7:15 <b>D02 (1)</b> 10:15 <b>Dallas (2)</b> 7:6;39:5 <b>damaged (1)</b> 143:25 <b>damages (6)</b> 181:7;190:18,19; 211:24;239:10,11 <b>DANIEL (1)</b> 14:8 <b>DARA (1)</b> 14:11 <b>data (3)</b> 100:19,24;101:11 <b>date (52)</b> 57:13;60:9;62:18; 64:24;66:23;69:13; 70:20,23;73:19; 74:17;77:24;79:4; 81:25;87:24;89:9; 91:15;104:2,4,5; 135:16;136:4;147:2, 9,10;157:3;169:1; 172:12;191:22; 192:21,25;193:7; 195:9,9,15;198:19; 216:9;227:14,20; 233:7;237:17;238:18; 239:4,5,6,13,17; 241:1,5,8,9;244:24; 245:2 <b>dated (1)</b> 239:4 <b>DAUCHER (1)</b> 20:17 <b>DAVID (4)</b> 7:17;8:18;43:8; 45:13 <b>DAVIS (8)</b> 4:8;199:14,16,16;</p>
---	--	---	---	---

<p>203:20;204:10;211:6; 212:2</p> <p><b>day (7)</b> 50:19;100:3; 174:17;204:16;208:2; 235:24;243:11</p> <p><b>days (7)</b> 96:23;140:23; 184:14;186:7;191:16, 20:235:20</p> <p><b>DC (8)</b> 5:13;11:5,14;13:14, 22:22:15;38:5;189:18</p> <p><b>DE (4)</b> 4:14;12:5;30:16; 32:17</p> <p><b>deadline (5)</b> 113:5,9;114:7; 210:23;245:23</p> <p><b>deal (23)</b> 50:22;99:19,19; 110:22,22;126:22,25; 128:21;139:13; 140:10;141:20; 144:16;146:12; 155:20,20;173:8,12; 180:23;182:20; 188:12;204:21; 243:10;246:21</p> <p><b>dealing (1)</b> 54:13</p> <p><b>deals (6)</b> 128:22;141:5; 153:21;154:13;193:4, 13</p> <p><b>dealt (3)</b> 94:5,5;151:12</p> <p><b>debt (12)</b> 95:2,3;96:2;101:13; 122:20;123:18;126:6; 127:8;154:7;201:21; 229:21;230:7</p> <p><b>debtor (27)</b> 93:19;97:22;105:9, 10,14,17;114:18,18; 145:16;148:17; 150:18;163:14; 169:16;173:8;176:20; 183:7;187:10;203:8; 225:21;226:10,16; 227:1,22;229:3,9; 242:5,7</p> <p><b>Debtors (149)</b> 4:3,12,21;5:3,11, 19;6:3;7:12;8:4;47:6; 51:12,21;52:8,25; 53:10;54:25;55:4,16, 20;57:2,14;59:8; 61:15;63:21;65:20; 68:8;70:9;76:15; 80:21;82:18;90:23; 91:17;93:13;94:4; 100:4,20;101:1;</p>	<p>105:12;106:8,15; 107:18;108:13,20,25; 109:3;110:12,14; 111:18,22,24;112:14; 113:12,19,24;114:8; 117:5,9,14,24;118:10; 119:2,20,23;120:25; 121:16,21;122:8,25; 125:10;126:2,13; 128:14;138:13; 141:13;143:19;145:4; 146:10;149:3;150:12, 17;152:14;153:20,24; 156:21;164:2,2; 168:9;169:4,5;170:1; 175:24;178:20;180:2; 188:19;191:7,9,21; 193:3,6;194:17; 199:5,7,17,19,21; 200:5,13;201:1,8,16, 18,20;202:8,14,23; 203:2;205:16;210:21; 214:17,23;215:17; 216:7;217:3;219:10; 222:25;223:1,4; 224:1;226:19;228:1; 229:17,20;230:6,9,23; 232:20,23;234:6,19; 236:10;238:23;241:6; 242:1;244:9,25; 245:4,8,16;247:17</p> <p><b>debtors' (87)</b> 47:7;50:20;51:1,16; 54:21,21;57:12,25; 58:23;59:11;60:9,22, 23;62:18;63:4,17,25; 64:24;65:5,16,25; 66:23;67:4,5,14; 68:13;69:12,22,23,25; 70:5,7,20,21,23,25; 71:13;80:11;87:4; 91:1,4,6,11,24;95:7, 23;96:1;98:14,20; 106:17;107:17,19; 111:12,19;117:23; 124:18;130:17; 131:17;137:16; 143:25;145:5,14; 164:13;180:2;200:11; 202:12,13,18;203:1, 11;207:1;217:1; 223:10;225:20; 227:23;230:18;231:4, 5,10,13,19,24,25; 234:21,22;239:25; 245:20</p> <p><b>debtor's (4)</b> 147:23;173:4; 189:16,21</p> <p><b>December (2)</b> 153:25;177:23</p> <p><b>decide (1)</b> 99:14</p>	<p><b>decided (2)</b> 153:16;195:22</p> <p><b>decides (1)</b> 106:20</p> <p><b>deciding (1)</b> 245:15</p> <p><b>decision (14)</b> 55:21;56:7;163:19; 164:3,5;167:22,25; 171:15,16,17,17; 192:13;211:14; 245:13</p> <p><b>decisions (1)</b> 171:14</p> <p><b>declaration (140)</b> 59:5,10,13,16,19, 22;60:3,6,8;61:13,19, 21,24;62:2,5,11,15, 17;63:18,24;64:2,5,8, 11,16,21,23;65:18,24; 66:2,5,8,11,16,20,22; 67:19,21,23,23;68:4, 12,15,18,21,24;69:4, 8,11;71:19;72:13,17, 19,19;73:2,4,8,12,16, 17,24;74:4,7,8,8,15; 76:7,10,11,20,23; 77:2,7,8,14,17,21,22; 78:4;79:14;80:10,18, 25;81:2,5,8,11,16,20, 23;82:5,10;83:4,8,13; 84:7;85:9,17,20,23; 86:3,14;87:12,15,20, 23;88:10,12,14,16,24; 89:4,7;119:18; 120:24;121:18; 122:12;124:3;132:16; 136:12;147:17; 148:23;150:23; 202:17,25;219:16; 228:3;229:23;230:12, 21;231:2;234:8; 235:6,12,23;236:6; 242:17;244:17,23; 251:3</p> <p><b>declarations (7)</b> 57:15,21;70:2,3,19; 89:25;173:21</p> <p><b>deemed (10)</b> 56:15;97:1;116:21; 118:21;123:20,22; 124:8;139:8;227:15; 228:15</p> <p><b>deeply (2)</b> 152:10;200:9</p> <p><b>default (1)</b> 142:3</p> <p><b>defect (3)</b> 113:13,19;115:21</p> <p><b>defer (1)</b> 161:5</p> <p><b>deficient (1)</b> 144:14</p>	<p><b>define (1)</b> 134:4</p> <p><b>defined (3)</b> 120:18;144:25; 224:21</p> <p><b>defines (1)</b> 134:11</p> <p><b>definition (1)</b> 145:3</p> <p><b>definitions (1)</b> 165:9</p> <p><b>definitive (1)</b> 220:14</p> <p><b>definitively (1)</b> 158:23</p> <p><b>degree (3)</b> 153:8;171:12;181:9</p> <p><b>degrees (1)</b> 171:12</p> <p><b>Delaware (1)</b> 158:7</p> <p><b>delay (3)</b> 47:3;85:2;152:16</p> <p><b>delayed (1)</b> 232:24</p> <p><b>deleveraged (2)</b> 95:3;122:21</p> <p><b>deleverages (1)</b> 91:5</p> <p><b>deliberately (1)</b> 232:24</p> <p><b>delineation (1)</b> 138:18</p> <p><b>deliver (1)</b> 119:20</p> <p><b>delivered (1)</b> 78:17</p> <p><b>delivers (1)</b> 91:11</p> <p><b>DELLA (1)</b> 4:16</p> <p><b>demands (1)</b> 153:17</p> <p><b>demonstrate (4)</b> 121:15;122:8,12; 229:4</p> <p><b>demonstrated (11)</b> 150:13;186:14; 226:17,20;228:1,4; 229:17;230:6;232:5; 234:6;241:16</p> <p><b>demonstrates (2)</b> 121:22;231:14</p> <p><b>demonstrative (1)</b> 116:12</p> <p><b>denial (1)</b> 145:2</p> <p><b>denied (2)</b> 163:25;184:25</p> <p><b>DENISE (1)</b> 13:7</p> <p><b>DENNISTON (1)</b> 21:8</p>	<p><b>Denver (1)</b> 39:23</p> <p><b>deny (1)</b> 178:11</p> <p><b>DEPALMA (1)</b> 43:11</p> <p><b>DEPARTMENT (4)</b> 15:10;18:2;44:2; 141:21</p> <p><b>dependence (1)</b> 168:14</p> <p><b>Depending (4)</b> 52:25;53:17;143:2; 213:1</p> <p><b>depends (1)</b> 99:7</p> <p><b>deputy (2)</b> 214:24,25</p> <p><b>DESAI (1)</b> 16:24</p> <p><b>describe (1)</b> 85:11</p> <p><b>described (9)</b> 119:3,17;120:12; 124:2;127:19;159:22; 193:14;223:24,25</p> <p><b>describes (2)</b> 187:25;223:11</p> <p><b>describing (1)</b> 172:19</p> <p><b>description (3)</b> 113:1;146:15;251:2</p> <p><b>designated (1)</b> 105:24</p> <p><b>designed (5)</b> 103:21,23;104:3; 137:24;236:14</p> <p><b>desire (3)</b> 103:9;207:5;208:1</p> <p><b>Despite (1)</b> 152:13</p> <p><b>detail (5)</b> 119:3,17;120:12; 125:14;223:11</p> <p><b>Detailed (2)</b> 112:25;148:22</p> <p><b>determination (4)</b> 142:23;204:6; 216:5;220:1</p> <p><b>determinations (2)</b> 130:25;222:18</p> <p><b>determine (4)</b> 123:1;196:22; 227:17;235:20</p> <p><b>determined (4)</b> 114:19;183:13; 212:25;216:7</p> <p><b>determining (1)</b> 242:3</p> <p><b>detractable (1)</b> 152:18</p> <p><b>DEUTSCH (1)</b> 26:12</p>
--	---	--	---	---

<p><b>devastated (3)</b> 168:19;170:25; 172:4</p> <p><b>developed (1)</b> 107:13</p> <p><b>development (4)</b> 120:22;158:5; 193:16;234:3</p> <p><b>devised (1)</b> 232:20</p> <p><b>devoid (1)</b> 126:2</p> <p><b>dialed (1)</b> 208:9</p> <p><b>dialogue (1)</b> 152:15</p> <p><b>DIAZ (1)</b> 45:13</p> <p><b>DICKER (1)</b> 27:2</p> <p><b>dictates (1)</b> 211:11</p> <p><b>DIETRICH (1)</b> 46:4</p> <p><b>difference (3)</b> 106:5;167:18;247:7</p> <p><b>differences (3)</b> 137:23;188:23; 191:11</p> <p><b>different (29)</b> 47:17;53:8;95:10; 99:10,11;124:1; 128:23;135:1;161:13; 164:20,23;170:8; 171:10;175:3;176:23; 181:4,10,15,22;182:8, 10;190:20;191:4; 196:11,14;198:9,10; 200:20;201:2</p> <p><b>differential (1)</b> 198:7</p> <p><b>differently (1)</b> 171:22</p> <p><b>difficult (3)</b> 100:10;181:22; 247:14</p> <p><b>difficulty (1)</b> 162:18</p> <p><b>dilemma (1)</b> 139:13</p> <p><b>diligence (1)</b> 145:7</p> <p><b>diplomatically (1)</b> 150:21</p> <p><b>DIRECT (36)</b> 58:15;59:24;60:7; 61:8;62:6,11,16; 63:14;64:17,21; 65:14;66:17,21; 67:16;69:5,9;72:9; 73:16;76:5;77:21; 80:7;81:12,21;83:13; 84:8,10;85:7;87:15,</p>	<p>20;89:6,25;104:9; 112:2;146:1;240:1; 244:18</p> <p><b>directed (1)</b> 113:12</p> <p><b>direction (2)</b> 146:5;183:22</p> <p><b>directive (4)</b> 111:24;112:11; 134:23;164:7</p> <p><b>directly (4)</b> 112:3,22;126:16; 158:2</p> <p><b>director (4)</b> 63:10;67:13;71:7; 72:3</p> <p><b>Directors (12)</b> 24:3;58:1;105:15; 119:14;170:3,3; 187:12;198:14,17,17, 22;233:14</p> <p><b>directs (1)</b> 148:3</p> <p><b>disability (1)</b> 143:22</p> <p><b>disagree (1)</b> 187:5</p> <p><b>disagreement (1)</b> 56:15</p> <p><b>disagreements (1)</b> 152:10</p> <p><b>disappointed (1)</b> 174:7</p> <p><b>disappointments (1)</b> 213:8</p> <p><b>discharge (1)</b> 94:20</p> <p><b>discharged (1)</b> 227:15</p> <p><b>discharges (1)</b> 91:7</p> <p><b>disclose (1)</b> 127:24</p> <p><b>disclosed (3)</b> 128:1;198:15;224:2</p> <p><b>disclosing (1)</b> 128:5</p> <p><b>disclosure (41)</b> 47:9;51:2,10;53:24; 55:25;100:21;112:8, 13,14,17;117:21; 132:3;155:5;184:13; 186:6,10,13,23; 187:10;214:5;222:20; 223:2,6,9,16,22,24; 224:5,9,11,13,16,16, 23;225:1,3;228:2; 236:11;237:5,18; 251:7</p> <p><b>disclosures (1)</b> 223:18</p> <p><b>discount (1)</b> 140:17</p>	<p><b>discounted (1)</b> 98:7</p> <p><b>discovery (3)</b> 142:2;189:4;235:7</p> <p><b>discrepancy (1)</b> 233:12</p> <p><b>discrete (1)</b> 199:9</p> <p><b>discretion (12)</b> 107:11;114:19; 180:25;181:11; 182:21,24;183:22; 191:6,9;242:2,3,6</p> <p><b>discriminate (2)</b> 123:15;228:23</p> <p><b>discriminates (1)</b> 171:6</p> <p><b>discrimination (1)</b> 123:24</p> <p><b>discuss (2)</b> 120:16;235:4</p> <p><b>discussed (10)</b> 47:10;107:14; 108:7;109:6;138:2; 159:18;200:15; 216:16;217:7;221:10</p> <p><b>discussing (2)</b> 52:13;97:19</p> <p><b>discussion (5)</b> 108:4;113:23; 114:7;153:19;184:16</p> <p><b>discussions (5)</b> 103:9;106:14; 153:11;235:1,5</p> <p><b>dismissed (1)</b> 192:18</p> <p><b>dismissing (1)</b> 175:17</p> <p><b>disorder (2)</b> 168:14;238:8</p> <p><b>disparately (1)</b> 200:20</p> <p><b>dispense (1)</b> 47:11</p> <p><b>display (1)</b> 192:4</p> <p><b>dispute (3)</b> 131:4,5;231:15</p> <p><b>disputed (1)</b> 143:3</p> <p><b>disputes (12)</b> 100:10;129:10; 142:25;150:21;151:2, 3;152:11,13,17; 194:20;226:6;235:16</p> <p><b>distinct (1)</b> 168:7</p> <p><b>distinction (2)</b> 176:4;183:19</p> <p><b>distinguish (1)</b> 190:11</p> <p><b>distressed (1)</b> 121:21</p>	<p><b>distributed (5)</b> 112:16;147:11; 151:1;157:2;213:11</p> <p><b>distributing (3)</b> 112:23;136:19; 162:24</p> <p><b>distribution (11)</b> 95:22,23;113:1; 139:12;148:4;157:25; 165:24;166:2;196:25; 229:19;233:10</p> <p><b>distributions (5)</b> 101:25;108:8; 127:8,16;132:5</p> <p><b>distributors (3)</b> 103:18;216:16,25</p> <p><b>district (7)</b> 102:18;106:18; 119:6;152:2;159:7; 211:10,14</p> <p><b>diverse (1)</b> 153:2</p> <p><b>divided (1)</b> 127:8</p> <p><b>division (1)</b> 181:1</p> <p><b>DMPs (1)</b> 103:18</p> <p><b>docket (37)</b> 48:9,19;50:14;59:8; 61:16;63:21;65:20; 68:8;72:14;73:12; 74:5;76:17;80:22; 85:14;94:17;96:18; 97:25;102:6;103:7, 19;108:12;112:12; 113:3,15;116:4; 117:12,20;132:15; 163:3,12;165:3,12; 202:17,25;209:15; 244:19,23</p> <p><b>dockets (1)</b> 102:16</p> <p><b>document (14)</b> 59:4,10;61:18; 63:23;65:23;68:11; 69:9;80:9,24;87:20; 136:7,9;187:24; 231:24</p> <p><b>documented (2)</b> 97:20;185:10</p> <p><b>documents (44)</b> 56:22;72:11;76:1; 79:2;82:12;88:8,24; 89:7;96:16,17,19,22; 97:1,24;102:5,6,15, 16;105:21;109:1,6; 117:10;127:20,22; 130:5;144:6;156:10, 11;205:17;217:7,20, 24,25;218:4,9,18; 219:15,18;220:4,7,15, 25;223:22;237:1</p>	<p><b>DOJ (1)</b> 139:16</p> <p><b>dollar (3)</b> 116:17;154:7; 230:15</p> <p><b>dollars (64)</b> 91:7,14;95:24,24; 96:9;98:2,4;101:6,22; 102:3,11,20;103:4,24; 104:18;108:9,16,19; 122:18,21;123:8,10; 126:6,17;135:14; 140:15;146:25;147:8, 9;151:7;154:7; 156:24;157:2;167:1; 170:18,19;191:24; 196:16,20;198:22; 201:21;202:1,3,15; 203:6;206:8,11,12,13, 15,17;211:20,21; 229:21;230:2,4; 231:7,8;233:5,6,13; 234:12;236:4;239:9</p> <p><b>dollars' (1)</b> 203:6</p> <p><b>DOMBROWSKI (13)</b> 45:14;63:4,8,10,16, 19,23;64:14,23;65:1, 3;121:18;124:3</p> <p><b>Dombrowski's (2)</b> 64:16,21</p> <p><b>domestic (1)</b> 134:15</p> <p><b>DONALD (3)</b> 10:17;36:24;149:21</p> <p><b>done (21)</b> 48:4;60:18;92:18; 114:18,25;134:2,24; 135:3,9;158:18; 166:5;170:1;178:10; 207:22;222:12,12; 243:14,20;247:20,25; 248:1</p> <p><b>door (2)</b> 164:12;176:17</p> <p><b>DOORLEY (1)</b> 13:24</p> <p><b>DORR (2)</b> 25:2,10</p> <p><b>doubt (2)</b> 57:1;216:24</p> <p><b>DOUGLAS (1)</b> 26:7</p> <p><b>DOV (1)</b> 32:8</p> <p><b>Dow (1)</b> 181:11</p> <p><b>down (11)</b> 47:23;76:1;94:6,13; 96:8;142:20;157:1; 218:1,10;232:21; 243:21</p> <p><b>DOWNING (1)</b></p>
---	--	---	--	---

<p>4:25  <b>dozen (1)</b>                  121:3  <b>DR (1)</b>                  46:15  <b>DRAPER (1)</b>                  27:16  <b>drastically (1)</b>                  201:7  <b>Drive (3)</b>                  5:20;10:4;15:4  <b>driven (1)</b>                  101:16  <b>driving (2)</b>                  154:24;232:21  <b>drug (1)</b>                  181:21  <b>drugs (2)</b>                  172:2;238:9  <b>DRYE (1)</b>                  24:10  <b>Ds&amp;Os (1)</b>                  105:20  <b>DUANE (1)</b>                  34:2  <b>Dublin (4)</b>                  7:13,15;10:15;                  149:22  <b>Ducera (1)</b>                  45:15  <b>due (5)</b>                  92:9;97:17;145:7;                  213:9;216:5  <b>Dundon (3)</b>                  125:7;128:1,1  <b>DUNN (5)</b>                  9:2,15;10:2;149:16;                  212:19  <b>durable (1)</b>                  154:15  <b>during (12)</b>                  55:24;56:10;                  134:20;136:3,4;                  155:21;174:15;                  201:24;223:12;                  229:25;234:24;                  241:25  <b>duties (2)</b>                  176:23,23  <b>dying (1)</b>                  155:25  <b>DYLAN (1)</b>                  23:23</p>	<p>247:1  <b>earlier-filed (1)</b>                  74:8  <b>Earlsfort (1)</b>                  10:14  <b>early (3)</b>                  155:18;172:23;                  197:25  <b>easier (3)</b>                  48:21;158:14;                  172:10  <b>easiest (1)</b>                  58:24  <b>East (5)</b>                  17:3,12;31:4;34:21;                  36:4  <b>easy (2)</b>                  52:7;247:14  <b>EATON (1)</b>                  21:16  <b>EC2N (1)</b>                  5:5  <b>ECF (2)</b>                  69:9;87:20  <b>echo (2)</b>                  92:7;125:9  <b>ECK (1)</b>                  17:25  <b>Ecke (7)</b>                  208:22;209:9,16;                  210:10,20,23;232:9  <b>ECKSTEIN (2)</b>                  8:19;125:3  <b>Economic (2)</b>                  46:15;127:4  <b>economically (1)</b>                  157:15  <b>EDELMAN (1)</b>                  27:2  <b>Eden (1)</b>                  37:4  <b>editions (2)</b>                  117:16,17  <b>EDMOND (1)</b>                  12:10  <b>education (1)</b>                  102:21  <b>EFBD (2)</b>                  104:1;107:5  <b>effect (6)</b>                  130:25;131:21;                  172:15;183:11;190:3;                  218:10  <b>effected (3)</b>                  120:21;193:20;                  233:23  <b>effective (15)</b>                  91:15;103:14;                  135:16;136:4;147:2,                  9,10;157:3;179:20;                  216:9;218:8;227:13,                  20;233:7;245:2  <b>effectively (4)</b></p>	<p>70:1;155:19;                  188:20;241:7  <b>effectiveness (1)</b>                  166:4  <b>effectuate (3)</b>                  142:11;151:23;                  213:7  <b>effectuated (2)</b>                  135:25;137:21  <b>efficiency (1)</b>                  118:12  <b>efficient (3)</b>                  47:10;51:24;148:24  <b>efficiently (3)</b>                  95:8;151:11;157:15  <b>effort (2)</b>                  153:8;185:1  <b>efforts (9)</b>                  92:7;108:21;123:2;                  146:3;192:3;193:12;                  242:18;243:7,20  <b>EHSI (2)</b>                  97:23,24  <b>eight (3)</b>                  135:1;154:7;201:21  <b>eighteen (3)</b>                  133:10;134:20;                  215:6  <b>Eighth (2)</b>                  33:15;40:15  <b>Eisenhower (1)</b>                  23:12  <b>EISLER (1)</b>                  44:6  <b>either (13)</b>                  97:17;106:19,22;                  107:12;123:22;126:8;                  129:14;139:7;176:22;                  181:19;183:22;                  227:18;228:11  <b>eke (1)</b>                  200:22  <b>electd (2)</b>                  112:9;114:5  <b>election (2)</b>                  107:7;112:6  <b>electronic (1)</b>                  246:1  <b>elements (2)</b>                  91:1;225:19  <b>eleven (1)</b>                  116:22  <b>ELI (1)</b>                  14:10  <b>eligible (4)</b>                  101:25;104:19;                  112:6;157:3  <b>ELISE (1)</b>                  31:8  <b>ELIZABETH (1)</b>                  4:25  <b>ELLIOT (1)</b>                  24:18</p>	<p><b>Elliott (1)</b>                  149:19  <b>else (23)</b>                  49:6;54:12;86:9,16;                  90:1,4,7;99:25;                  110:22;159:2;160:1;                  161:20;169:1;178:7;                  188:3,4;197:12;                  206:24,25;208:5;                  243:24;246:24;                  247:23  <b>ELSER (1)</b>                  27:2  <b>email (3)</b>                  50:3;236:24;246:12  <b>emailed (1)</b>                  191:17  <b>Emanuel (1)</b>                  210:10  <b>embark (1)</b>                  155:1  <b>embodied (1)</b>                  226:8  <b>embrace (1)</b>                  192:17  <b>emerge (2)</b>                  148:1;199:23  <b>emerged (1)</b>                  152:7  <b>emergence (6)</b>                  98:3,13,20;101:23;                  102:3;154:22  <b>emergency (1)</b>                  136:24  <b>EMILY (1)</b>                  22:18  <b>emit (1)</b>                  213:11  <b>employs (1)</b>                  157:20  <b>enable (1)</b>                  154:22  <b>encompassed (1)</b>                  103:22  <b>encouraged (1)</b>                  247:6  <b>end (17)</b>                  50:23;51:10;67:18;                  69:21;100:24;101:2,                  3;129:7;156:25;                  173:22;186:16;188:5;                  196:22,23;235:24;                  243:11;245:4  <b>ENDALE (20)</b>                  40:8;83:3,10,24,25;                  84:12,14,16,23,24;                  85:1,9,10,17;87:10,                  20,23;89:4,7;251:4  <b>Endale's (2)</b>                  87:14;89:6  <b>ended (1)</b>                  140:13  <b>ending (1)</b></p>	<p>122:10  <b>Endo (36)</b>                  15:19;16:3;45:5,9;                  58:12;59:7;61:6,15;                  63:12,20;65:12,20;                  68:7;76:14;80:20;                  97:22;135:15,18,20;                  136:5,7;141:17,20,22,                  23;142:4,9;155:13;                  163:10;205:14,16,18;                  206:16,19;217:2;                  236:25  <b>endorsement (1)</b>                  164:5  <b>Endo's (5)</b>                  58:1;93:4;142:1;                  172:2;236:4  <b>enforce (1)</b>                  139:15  <b>enforcement (1)</b>                  159:16  <b>enfranchisement (2)</b>                  154:9,10  <b>engaged (6)</b>                  126:11;127:5;                  142:2;145:6;220:16;                  235:10  <b>engagement (3)</b>                  217:25;219:12,14  <b>engaging (1)</b>                  192:5  <b>England (1)</b>                  5:5  <b>English (3)</b>                  192:10;236:22;                  237:2  <b>enormous (1)</b>                  91:11  <b>enough (6)</b>                  90:6;99:19;160:22;                  161:14;184:10;202:7  <b>ensuing (1)</b>                  146:6  <b>ensure (6)</b>                  104:9;123:3;129:3;                  136:5;143:25;154:14  <b>ensures (1)</b>                  144:22  <b>enter (8)</b>                  50:21;51:12;                  110:14;152:19;218:1,                  3;219:14;251:9  <b>entered (11)</b>                  97:22,24;108:12;                  112:13;135:19;176:1;                  201:20;219:18;                  229:20;235:14;                  245:24  <b>entering (1)</b>                  150:10  <b>enterprise (2)</b>                  202:8;230:6  <b>entertained (1)</b></p>
--	---	---	---	--

<p>196:15  <b>entire (1)</b>  163:8  <b>entirely (2)</b>  148:6;191:3  <b>Entities (20)</b>  28:3;93:5,9,10,10,  12,12,19,25;94:1,19;  95:3;106:13;137:6;  147:14;170:4;181:17;  198:14,20,24  <b>entities' (1)</b>  95:25  <b>entitled (3)</b>  107:6;202:6;226:2  <b>entity (2)</b>  168:7;181:23  <b>entry (2)</b>  96:23;218:8  <b>enumerated (2)</b>  128:16;150:15  <b>environment (1)</b>  168:16  <b>equal (2)</b>  107:8;121:13  <b>equitable (21)</b>  119:5;123:16;  124:6;144:8;166:10;  182:5,11,16,18;  185:20;228:23;229:2,  11,14;236:11,13,20;  240:6,21;241:20,23  <b>equity (38)</b>  94:23;95:21;96:11,  12;123:18,25;124:4,7,  10;126:18;205:15,18,  25;206:2,4,5,16,16,  25;207:5,25;208:4,  10;212:4,8,11;  213:12;226:25;227:7,  11,14;229:12,19;  231:18;232:2,3,4,5  <b>ERIC (4)</b>  20:17;24:19;25:23;  27:7  <b>errors (1)</b>  169:15  <b>escrow (1)</b>  103:13  <b>ESFAHANI (1)</b>  45:15  <b>Especially (3)</b>  137:19;181:16;  196:15  <b>ESQ (164)</b>  4:8,16,17,25;5:7,15,  23;6:7,16,17;7:8,17;  8:9,10,18,19,20,21,22,  23,24;9:7,8,9,10,11,  12,20;10:8,9,17,18;  11:7,16,17;12:7,8,9,  10,11,20;13:7,8,16,  24;14:7,8,9,10,11,12,</p>	<p>13,14,23;15:7,15,23,  24;16:7,8,16,24;17:7,  16,25;18:8,16;19:8,9,  10,19;20:7,16,17;  21:8,16,17,18,19;  22:8,17,18,19,20;  23:7,15,23,24;24:7,  17,18,19;25:7,15,23,  24;26:7,8,9,18;27:7,  16,25;28:7,15,16,17;  29:8,17;30:8,9,18;  31:8,16,17;32:7,8,9,  10,19,20,21,22;33:8,  9,10,18;34:7,16,24;  35:8,9,10,19,20;36:7,  15,24;37:7,16,25;  38:7,15,24;39:7,16,  25;40:8,9,18;41:8,17;  42:8,17;43:8,17,25;  44:6,13,20;45:17,18;  46:13,14  <b>essentially (4)</b>  93:9;94:6;100:24;  101:10  <b>established (5)</b>  102:22;103:5;  104:6;129:10;144:19  <b>establishment (2)</b>  136:1;146:19  <b>estate (12)</b>  96:13;105:15,18;  128:15;143:14;145:7;  150:24;189:16,22;  192:15;231:12;  245:13  <b>estates (2)</b>  107:19;150:17  <b>estimated (3)</b>  171:24;231:5;  233:12  <b>estimates (1)</b>  233:3  <b>et (5)</b>  25:3;110:16;  176:19;192:16;  221:23  <b>evaluation (2)</b>  145:9;147:25  <b>EVAN (2)</b>  6:16;90:22  <b>eve (3)</b>  170:2;198:18,23  <b>even (13)</b>  101:12;137:1;  153:17;154:3,11;  174:4;189:4,8;190:6,  20;195:11;202:22;  203:9  <b>event (6)</b>  55:7,13;89:20;  96:12;241:9,11  <b>eventually (3)</b>  94:6,7;235:14</p>	<p><b>Evercore (1)</b>  149:18  <b>everybody (8)</b>  86:16;172:1,25;  196:24;198:5;247:15,  16,18  <b>everybody's (1)</b>  161:12  <b>everyone (2)</b>  155:14;157:9  <b>everyone's (1)</b>  151:2  <b>evidence (61)</b>  47:12;51:13,22;  52:1,4,7;54:10,22;  55:3,22,24;56:8,10,  18;57:12;60:9;62:18;  64:24;66:23;67:24;  69:12,23;70:17,19,22;  73:18;74:3,16;75:6;  77:17,23;78:22;79:1,  2;81:24;82:24;83:5,9;  84:8;87:24;88:11,16,  25;89:5,8,14,15,22,  24;90:5,9;121:18;  122:12;150:14;181:6;  218:19,23;226:20;  229:17;242:17;  244:24  <b>evidenced (2)</b>  150:23;153:2  <b>evidentiary (12)</b>  55:9;60:3;62:11;  64:16;66:16;69:4;  70:12;71:2;82:19;  89:21,25;234:15  <b>evil (1)</b>  244:11  <b>exact (2)</b>  123:1;220:23  <b>exactly (5)</b>  51:25;90:12;  109:23;166:9,11  <b>exam (1)</b>  62:7  <b>EXAMINATION (12)</b>  58:15;59:24;61:8;  62:22;63:14;65:14;  67:16;69:17;72:9;  76:5;80:7;85:7  <b>examine (8)</b>  60:11;62:20;66:25;  69:15;73:21;78:1;  82:2;88:1  <b>example (4)</b>  108:20;165:2;  179:13;191:2  <b>examples (2)</b>  165:1;223:9  <b>exceed (2)</b>  121:14;170:24  <b>exceeds (1)</b>  147:6</p>	<p><b>except (3)</b>  87:10;130:19;187:8  <b>exceptions (1)</b>  137:19  <b>excess (2)</b>  201:10;204:4  <b>Exchange (2)</b>  70:6;107:7  <b>excited (1)</b>  155:1  <b>excluded (6)</b>  105:14,17;145:18;  205:24;207:20;213:1  <b>exclusion (1)</b>  106:6  <b>exclusively (1)</b>  156:4  <b>Excuse (6)</b>  83:16;86:7;169:2;  177:6;179:4;184:20  <b>excused (9)</b>  60:16,18;62:25;  65:4;67:2;69:19;  73:25;78:7;82:7  <b>executed (1)</b>  97:25  <b>Executive (7)</b>  15:19;16:3;52:20;  92:3;151:25;155:13;  203:25  <b>exempting (1)</b>  131:20  <b>exercise (1)</b>  245:12  <b>exercised (1)</b>  157:1  <b>Exhibit (35)</b>  48:18,25;57:13;  58:17,19,21,23;59:1;  60:9;61:11,11;62:18;  63:17,17;64:24;  65:16,17;66:23;  69:12,24;73:19;74:4,  4;77:23;78:15,17;  81:24;82:11,11;  87:24;163:3;164:6;  171:15;202:18;203:1  <b>exhibits (26)</b>  51:13;69:23,24;  70:1,4,12,17,20,23;  71:19;72:17;74:3,15,  17;75:6;78:20,20,25;  79:3;82:13;88:19;  89:5,9,24;102:7;  163:12  <b>exist (6)</b>  94:1;137:9,11;  165:9;190:6;218:19  <b>existing (5)</b>  93:13;122:14;  123:18;156:18;  227:14  <b>exists (2)</b></p>	<p>156:14;164:23  <b>exit (29)</b>  50:21;95:22;96:1;  98:15,21;108:5,10,17,  25;109:2,4,15,18;  110:2,11,19;122:15;  127:2;132:4;153:14;  206:10,11;217:6,20,  24;218:5,9;245:3,10  <b>expect (2)</b>  51:16;54:1  <b>expectation (2)</b>  121:2;179:12  <b>expected (1)</b>  94:12  <b>expecting (3)</b>  120:20;193:20;  233:22  <b>expects (1)</b>  147:19  <b>expedite (1)</b>  167:24  <b>expense (4)</b>  108:22;134:12,14;  245:9  <b>expenses (1)</b>  122:20  <b>experience (2)</b>  195:20;245:15  <b>expert (2)</b>  84:11;87:16  <b>experts (1)</b>  190:25  <b>explain (3)</b>  164:14;189:20,20  <b>explained (1)</b>  202:24  <b>explaining (1)</b>  219:16  <b>explains (2)</b>  134:25;202:16  <b>explicitly (1)</b>  145:18  <b>explored (1)</b>  234:7  <b>exposure (2)</b>  229:22;232:23  <b>express (2)</b>  214:22;232:21  <b>expressed (2)</b>  184:24;200:14  <b>expressly (4)</b>  142:23;145:3;  164:11;192:24  <b>extended (3)</b>  104:1,5;225:25  <b>extension (1)</b>  120:4  <b>extensions (1)</b>  112:11  <b>extensive (9)</b>  106:14;143:15;  153:19;191:22;203:3;</p>
--	---	---	--	---

<p>230:10;231:10; 234:18;242:2 <b>extensively (3)</b> 148:22;195:21; 220:16 <b>extent (16)</b> 114:1,6;115:25; 123:1;137:1;154:8; 155:22;157:24; 169:10;180:10;187:4; 189:5;218:17;224:8, 24;237:7 <b>extinguished (1)</b> 227:15 <b>extraordinary (3)</b> 48:5;149:10;175:1 <b>extremely (2)</b> 149:4;158:5 <b>extricate (1)</b> 151:20 <b>Eye (3)</b> 11:4;169:5;174:10</p>	<p><b>faculty (1)</b> 170:13 <b>failing (1)</b> 138:9 <b>fails (2)</b> 175:14;241:23 <b>Fair (28)</b> 90:6;106:22;108:1; 119:4;123:15;124:5; 133:13;136:20;139:3; 144:7;148:24;160:22; 166:10;182:4,11,16, 18;185:20;228:23; 229:2,10,14;236:11, 13,20;240:21;241:20, 23 <b>fairly (1)</b> 140:1 <b>faith (23)</b> 92:7;110:16; 118:19;120:17,18; 121:1;137:14;148:24; 166:9;193:9,15; 198:4;201:12;204:8, 19;232:15,18,20; 233:10,18;234:1; 236:8;247:17 <b>FALCONER (1)</b> 5:7 <b>fall (3)</b> 127:12;144:8;201:6 <b>familiar (1)</b> 192:12 <b>far (18)</b> 60:15,17;62:25; 67:18;74:5;127:2; 143:17;147:15; 151:15;152:21;174:6; 176:10,18;193:5; 201:19;211:16;231:8, 14 <b>Fargo (1)</b> 45:24 <b>FARR (1)</b> 44:9 <b>fashioned (1)</b> 213:13 <b>fast (1)</b> 184:18 <b>favor (12)</b> 52:9;120:3;123:14, 17;125:22,23;134:15; 136:13,17;139:7; 157:5;193:12 <b>favorable (1)</b> 165:23 <b>favorably (1)</b> 144:1 <b>FCR (15)</b> 22:12;51:23;52:19; 55:16;79:11;80:25; 81:17;142:17;143:13; 145:6,13;146:12;</p>	<p>148:10;149:7;152:7 <b>FCR's (3)</b> 82:11;143:24; 145:24 <b>feasibility (4)</b> 118:21;122:5,8,25 <b>feasible (2)</b> 150:16;157:11 <b>feature (1)</b> 107:2 <b>features (1)</b> 106:7 <b>February (4)</b> 113:5,10;114:1,9 <b>Federal (1)</b> 241:13 <b>fee (1)</b> 243:17 <b>feel (1)</b> 176:1 <b>fees (3)</b> 99:24;192:14; 218:15 <b>FEINSMITH (1)</b> 19:19 <b>FELD (7)</b> 13:19;14:2,17;75:4; 132:10;194:7;210:8 <b>FELDMAN (1)</b> 42:2 <b>felt (3)</b> 140:1;169:20;213:8 <b>fantanyl (1)</b> 163:6 <b>few (10)</b> 50:12;53:25;70:2,7; 90:24;115:4;130:15; 195:7;197:24;223:9 <b>fiduciaries (2)</b> 143:14;231:12 <b>fiduciary (2)</b> 176:23,23 <b>field (1)</b> 238:22 <b>Fifth (2)</b> 42:4;120:9 <b>fifty (3)</b> 112:24;139:10; 196:14 <b>fifty-one (2)</b> 157:3,4 <b>fighting (1)</b> 133:6 <b>figure (3)</b> 52:5;156:14;230:2 <b>figures (2)</b> 98:4;202:12 <b>file (21)</b> 109:3;130:8; 143:21;145:2;153:25; 171:16;172:10,13; 176:6;177:2,12; 184:15;192:22;</p>	<p>195:11;219:15,16; 220:13,14;232:25; 239:17;241:5 <b>filed (87)</b> 48:8;50:13;67:20; 70:5,8,21;86:6;87:2,4, 5,6;93:16;94:17; 96:17,20,23;97:12,16, 25;99:16;102:6,16; 103:6,19;104:4; 108:22,25;110:4; 112:12;113:15; 114:12;116:3;117:12, 20,22;126:10;127:23; 134:18;141:22; 144:13;152:5;164:8; 165:3,12,15;169:24; 170:15;171:14; 172:11;173:8,22; 174:17;175:7;176:13; 177:19;187:13,24; 191:16;195:10,17; 201:25;202:2;208:6; 209:15,23;210:9; 223:22;225:17; 226:25;227:11;228:3; 229:25;232:2,9; 233:9,25;238:3,21; 239:3,8,21,23;240:14, 18;241:21;242:21; 245:10 <b>filing (13)</b> 113:16;127:20; 145:11;158:11; 159:14;168:18; 187:10;206:19; 210:21;235:8;239:14; 241:2,12 <b>filings (2)</b> 117:22;246:24 <b>final (19)</b> 47:8;51:2;67:5; 70:6;77:1;115:6; 120:14;199:3,18; 201:11;207:24;216:8, 10;223:1;224:11,14, 23;237:18;251:8 <b>finalized (2)</b> 216:17,22 <b>Finally (12)</b> 117:21;120:11; 123:11;125:18; 133:25;134:16;141:3; 154:1;160:18;185:4; 204:10;241:11 <b>finance (1)</b> 72:3 <b>FINANCIAL (20)</b> 44:2;60:23;61:5; 63:5,11;72:4;75:15; 117:17;122:9,11,17; 125:8;126:6;132:20; 133:17;147:23;149:2;</p>	<p>155:17;223:15; 230:20 <b>financing (27)</b> 50:22;96:2;98:15, 21;108:5,10,17;109:1, 3,4,15,18,19;110:3, 11,19;122:16;206:10; 217:6,20,24;218:5,9, 25;219:4;245:4,10 <b>find (5)</b> 110:15;224:19; 225:2,21,22 <b>finding (3)</b> 145:24;169:16; 177:17 <b>findings (11)</b> 56:24;109:17; 110:20;192:18; 218:18,24;219:17; 220:23,24;222:18; 237:15 <b>finds (11)</b> 231:10,18;232:6; 233:15;236:7;237:9, 25;240:15;242:10,15, 21 <b>fine (13)</b> 58:25;71:22;75:11; 76:3;78:10;84:12; 105:1;108:6;118:24; 167:15;197:17; 199:12;214:11 <b>finish (4)</b> 108:4;109:10; 175:13;225:12 <b>finite (1)</b> 143:17 <b>Fire (1)</b> 26:13 <b>FIRM (6)</b> 36:18;75:16,17; 116:6;125:6;162:19 <b>firms (4)</b> 111:25;112:5,9; 114:4 <b>First (102)</b> 9:3,16;10:3,13; 11:3;38:12;47:22; 48:25;50:19;51:9,12, 12;52:8,11,20,23,24; 53:10;55:4,17;57:3; 25:70:2;76:19;88:12; 91:11;92:2;94:24; 95:13,15,17;96:4; 98:17;101:5,10,13,16; 106:9,16;108:15; 113:11,18;119:24; 121:25;125:2;126:2, 13,21;130:15;133:9; 137:16;138:12;140:6; 141:12;144:3;146:9, 10;147:9,12;148:8; 149:17,23;150:1,25;</p>
<b>F</b>				
<p><b>F2d (2)</b> 189:19;233:24 <b>F3d (1)</b> 226:14 <b>faced (3)</b> 139:13;141:19; 201:21 <b>facilitate (3)</b> 126:21;128:22; 129:14 <b>facilitated (1)</b> 240:2 <b>facilitating (3)</b> 126:15;132:4; 239:25 <b>facility (1)</b> 245:7 <b>fact (27)</b> 84:10;87:15;99:5; 108:1;114:19;125:21; 126:24;134:1;137:10; 142:8;143:23;164:16; 165:13;166:1;171:20; 173:3;175:20;178:21; 190:2;197:2;200:15; 215:3;228:17;237:10; 240:13,17;242:8 <b>factor (3)</b> 120:14;182:4;233:8 <b>factors (12)</b> 119:6,7,19,25; 120:5,10;182:11; 190:11;226:12,16; 241:17,17 <b>facts (3)</b> 143:3;174:10,23 <b>factual (2)</b> 100:10;219:17</p>				

<p>151:19;152:9,13; 153:5,6,9,13,15; 155:1,4;156:21; 162:14;172:6,24; 177:24;180:21;183:2, 3;188:8,12;194:19; 199:8;201:7,17; 202:7;212:19;215:17, 18,23;216:2,4,8,9; 220:6;228:5;235:2; 240:15;246:20</p> <p><b>firsthand (1)</b> 154:17</p> <p><b>fiscal (1)</b> 122:10</p> <p><b>FISCHER (1)</b> 37:7</p> <p><b>Fisher (1)</b> 28:3</p> <p><b>FISHMAN (2)</b> 40:2;162:19</p> <p><b>five (9)</b> 57:14;91:6;116:25; 118:15;119:12; 122:21;147:4;168:2; 196:23</p> <p><b>fixed (1)</b> 239:5</p> <p><b>fixing (3)</b> 127:9,10;211:22</p> <p><b>FL (2)</b> 16:14;38:13</p> <p><b>FLANZ (2)</b> 40:2;162:19</p> <p><b>flesh (1)</b> 161:14</p> <p><b>flexible (2)</b> 47:20;214:25</p> <p><b>FLOM (6)</b> 4:2,11,20;5:2,10,18</p> <p><b>Floor (14)</b> 6:13;17:22;19:5,16; 26:15;30:15;31:13; 32:16;33:5;37:13,22; 41:5;42:5;43:22</p> <p><b>Florida (1)</b> 16:12</p> <p><b>flourish (1)</b> 151:10</p> <p><b>FLYNN (2)</b> 10:18;149:21</p> <p><b>focus (10)</b> 48:24;52:16;88:19; 143:24;146:11; 154:24;183:2,3; 233:20;234:1</p> <p><b>focused (5)</b> 134:1;146:3; 156:10;157:13; 176:22</p> <p><b>focuses (1)</b> 233:20</p> <p><b>folks (3)</b></p>	<p>151:14;209:25; 243:15</p> <p><b>follow (3)</b> 53:20;92:22;179:15</p> <p><b>followed (5)</b> 52:1,24;53:5;122:4; 220:13</p> <p><b>following (11)</b> 96:23;112:19; 113:5,11,16;118:15; 135:13;155:19; 217:20;230:22; 238:10</p> <p><b>follows (1)</b> 182:22</p> <p><b>footing (1)</b> 154:23</p> <p><b>footnote (2)</b> 216:14,17</p> <p><b>FORAN (2)</b> 39:10,19</p> <p><b>forbidden (2)</b> 120:17;233:19</p> <p><b>force (2)</b> 191:9;205:22</p> <p><b>forced (1)</b> 247:5</p> <p><b>FORD (1)</b> 45:16</p> <p><b>forecasting (2)</b> 145:11;147:19</p> <p><b>forego (2)</b> 55:21,23</p> <p><b>foregoing (1)</b> 77:4</p> <p><b>foreign (8)</b> 104:2;163:15; 165:8,9,10,10;238:12, 12</p> <p><b>forget (4)</b> 139:23;141:16; 142:7;176:18</p> <p><b>forgive (1)</b> 184:2</p> <p><b>forgo (4)</b> 55:22;56:7,8,9</p> <p><b>form (12)</b> 90:25;93:7,16; 94:16;97:25;99:16; 103:6;126:17;128:20; 205:18,24;206:1</p> <p><b>formal (1)</b> 146:7</p> <p><b>formation (1)</b> 126:19</p> <p><b>formed (5)</b> 55:18;93:5,10,11; 220:10</p> <p><b>former (3)</b> 174:1;193:13; 204:14</p> <p><b>Forms (5)</b> 96:16;102:5,15;</p>	<p>128:23;134:22</p> <p><b>formulated (1)</b> 106:23</p> <p><b>forth (25)</b> 87:12;96:21; 102:14;105:11,21; 106:1;113:2;117:11, 19;121:10;127:21; 132:24;149:1;180:22; 218:7,10;224:17; 225:19;226:3,12,21, 23;227:23;241:17; 242:17</p> <p><b>fortune (1)</b> 186:18</p> <p><b>forty (2)</b> 170:16;201:3</p> <p><b>forty-five (1)</b> 184:14</p> <p><b>forty-three (1)</b> 201:2</p> <p><b>forum (1)</b> 164:1</p> <p><b>forward (19)</b> 54:17;90:11;95:25; 107:20;126:3;132:4; 142:7;153:7;154:23; 165:20,21;171:2; 172:17;177:3;185:6, 14;186:10;201:12; 226:5</p> <p><b>FOSTER (2)</b> 27:25;236:3</p> <p><b>fought (1)</b> 174:24</p> <p><b>found (10)</b> 113:3;116:4;144:6; 159:18;165:2,10; 192:19,23;193:1; 217:13</p> <p><b>Foundation (1)</b> 42:12</p> <p><b>four (7)</b> 107:8;119:11; 134:8;138:13;147:3; 177:19;209:9</p> <p><b>fourteen (2)</b> 69:24;96:23</p> <p><b>fourteen-day (1)</b> 96:25</p> <p><b>fourth (6)</b> 120:5;136:19; 147:11;165:11; 197:11;216:1</p> <p><b>FOX (1)</b> 41:11</p> <p><b>fractional (1)</b> 144:18</p> <p><b>framework (1)</b> 100:17</p> <p><b>FRANCES (2)</b> 10:18;149:21</p> <p><b>Francisco (2)</b></p>	<p>14:21;21:6</p> <p><b>francophone (2)</b> 168:13;179:14</p> <p><b>francophones (2)</b> 164:22;179:15</p> <p><b>FRANK (3)</b> 5:15;6:7;92:14</p> <p><b>FRANKEL (23)</b> 8:13;11:10,11,16; 71:5;79:12,25;80:2,9, 24;81:21,23;82:4,6,8; 143:13,19;144:4,21; 145:6;147:17;148:25; 149:11</p> <p><b>Frankel's (2)</b> 148:21,22</p> <p><b>FRAZIER (1)</b> 22:17</p> <p><b>free (3)</b> 94:18;117:23; 145:20</p> <p><b>FREEDMAN (1)</b> 23:15</p> <p><b>FREJKA (3)</b> 31:2,3,8</p> <p><b>French (15)</b> 168:7,9,10;169:6,7; 171:5,5;178:22,22; 192:2,3,10;236:19; 237:2;239:7</p> <p><b>fresh (3)</b> 91:5;121:8;239:25</p> <p><b>FRESNO (4)</b> 18:11,12,13,14</p> <p><b>Friday (2)</b> 78:18;139:23</p> <p><b>front (14)</b> 50:16,18;58:18; 63:16;65:16;68:3; 69:24;76:8;79:16; 133:10;161:10; 193:11,21;218:19</p> <p><b>frustrations (1)</b> 200:13</p> <p><b>FSB (1)</b> 25:11</p> <p><b>FTI (1)</b> 149:18</p> <p><b>FUENTES (1)</b> 31:11</p> <p><b>FULBRIGHT (1)</b> 20:10</p> <p><b>fulfilled (1)</b> 135:12</p> <p><b>full (12)</b> 98:7;108:14; 150:25;154:24; 176:17;202:7;205:22; 211:12,17;212:3; 230:9;233:7</p> <p><b>fully (8)</b> 100:25;135:16,16; 151:13;155:4;205:19;</p>	<p>223:19;225:19</p> <p><b>fun (1)</b> 215:1</p> <p><b>function (1)</b> 151:1</p> <p><b>functions (2)</b> 94:9,11</p> <p><b>Fund (6)</b> 25:11;98:20; 104:17;108:8;122:19; 152:2</p> <p><b>funded (7)</b> 102:20;108:9; 122:20;154:7;201:21; 229:21;230:7</p> <p><b>funding (6)</b> 102:23,25;103:1; 147:22;148:2;220:9</p> <p><b>funds (9)</b> 98:11;103:11; 137:3;156:3,6;157:4, 19;158:1,3</p> <p><b>fund-to-debt (1)</b> 151:17</p> <p><b>further (14)</b> 74:20;82:13;103:8; 122:4;135:5;141:21, 25;166:3;178:7; 184:16;193:6;197:4; 225:9;235:19</p> <p><b>freshance (1)</b> 104:6</p> <p><b>Future (59)</b> 11:11;12:3,15;55:9, 18,20;56:5,6,16,17; 79:10,13;80:3,10,18; 81:24;92:1;104:16, 17,19;122:25;123:2,5, 8,10;137:1;143:25; 144:8,9,15,21,23,25; 145:18,22;146:17,19, 20,21,22,22,24,24,25; 147:19;148:3,4,6,9, 11,18,19,25;154:21; 155:2;157:10,12; 164:12;234:22</p>
<b>G</b>				
				<p><b>Gables (1)</b> 16:14</p> <p><b>GAGION (1)</b> 45:17</p> <p><b>Gainesville (1)</b> 38:13</p> <p><b>GALLAGHER (2)</b> 30:12;44:9</p> <p><b>game (1)</b> 186:16</p> <p><b>GARRISON (1)</b> 21:11</p> <p><b>Garrity (2)</b> 177:5,11</p>

<p><b>gave (2)</b> 186:23;208:25</p> <p><b>GAVIN (1)</b> 46:21</p> <p><b>gee (1)</b> 186:20</p> <p><b>GENERAL (21)</b> 16:19;17:2,10,19; 34:10;45:17;100:12; 104:4;116:25;126:5; 127:7,12,17;145:1; 189:15,25;190:1,15, 23;211:23;230:8</p> <p><b>generally (5)</b> 118:13;123:24; 133:14;201:6;237:9</p> <p><b>generic (2)</b> 127:9;211:22</p> <p><b>GEORGE (1)</b> 46:17</p> <p><b>GERARD (1)</b> 16:7</p> <p><b>gets (3)</b> 129:9;147:2,4</p> <p><b>GIANTOMASI (1)</b> 23:10</p> <p><b>GIBSON (5)</b> 9:2,15;10:2;149:16; 212:19</p> <p><b>GILBERT (2)</b> 22:11;125:6</p> <p><b>given (22)</b> 72:23;91:19; 106:22;107:22;110:4; 113:7;130:23;149:2; 154:3;165:22;177:17; 181:16;182:10; 184:18;193:3;196:16; 203:14;204:20; 206:17;209:25;225:9; 245:15</p> <p><b>giving (3)</b> 62:6;160:13;218:14</p> <p><b>glad (2)</b> 131:23;159:19</p> <p><b>glean (1)</b> 53:11</p> <p><b>Glenmark (2)</b> 20:11,12</p> <p><b>GLENN (2)</b> 31:11,16</p> <p><b>GLENNON (2)</b> 39:10,19</p> <p><b>Glessing (1)</b> 233:24</p> <p><b>global (2)</b> 97:21;126:21</p> <p><b>globally (1)</b> 175:22</p> <p><b>Globe (1)</b> 117:19</p> <p><b>goal (1)</b> 148:18</p>	<p><b>goals (5)</b> 133:11,17,18,19; 153:1</p> <p><b>goes (6)</b> 142:17;157:22; 167:25;184:19;187:9, 13</p> <p><b>GOLDMAN (3)</b> 45:18;46:18;245:4</p> <p><b>GOLDSTEIN (1)</b> 25:23</p> <p><b>Good (83)</b> 47:2,5,23;48:1; 54:24;57:23;58:17; 59:4;67:7;71:4,14; 72:2;75:1,2,14;76:7; 82:16;90:20,21;92:7; 99:19;107:19,19; 110:16;111:8,17; 118:7,8,19;120:17,18, 20,25;121:1;124:24, 25;132:9;137:14; 141:4;143:10,11; 148:23;149:14,15; 155:10,11;159:5; 162:1,3,13;164:15; 166:9;171:2;174:25; 185:17;186:17; 188:17;193:9,15,19; 194:6;198:4;199:16; 201:12;204:7,19; 205:12;211:3;212:16, 18;214:16;215:4; 222:24;232:15,18,20; 233:10,18,22;234:1; 243:12;247:16,16</p> <p><b>GOODBODY (1)</b> 7:11</p> <p><b>good-faith (2)</b> 193:23;204:10</p> <p><b>GOODING (1)</b> 26:7</p> <p><b>GOODMANS (1)</b> 8:3</p> <p><b>GOODWIN (1)</b> 25:18</p> <p><b>GOTTLIEB (1)</b> 32:8</p> <p><b>govern (2)</b> 137:2;183:16</p> <p><b>governed (1)</b> 93:15</p> <p><b>government (14)</b> 92:2;97:12,15,15, 20;98:2;101:24; 119:22;153:11,12; 159:10,10,14;185:22</p> <p><b>governmental (2)</b> 106:13;137:6</p> <p><b>government's (4)</b> 97:13;159:13,16,21</p> <p><b>governs (2)</b> 130:6;241:12</p>	<p><b>grab (1)</b> 214:1</p> <p><b>GRABER (1)</b> 39:7</p> <p><b>Grand (2)</b> 9:17;173:10</p> <p><b>Grange (1)</b> 37:5</p> <p><b>grant (3)</b> 106:20;243:1; 245:21</p> <p><b>granted (12)</b> 60:6;64:20;70:17; 74:14;87:19;89:3; 92:15;137:5;140:2; 180:6;244:22;251:10</p> <p><b>granting (1)</b> 206:3</p> <p><b>grants (1)</b> 102:23</p> <p><b>grateful (2)</b> 151:13;214:24</p> <p><b>gratitude (1)</b> 214:22</p> <p><b>Great (11)</b> 54:19;61:18;63:23; 65:23;68:3,11;89:11; 93:1;173:12;243:10, 16</p> <p><b>greater (5)</b> 153:8;165:23; 167:4;183:14;188:22</p> <p><b>GREECHER (1)</b> 12:20</p> <p><b>green (1)</b> 93:10</p> <p><b>GREENBERG (2)</b> 9:10;43:11</p> <p><b>Greenwich (1)</b> 24:14</p> <p><b>grew (1)</b> 156:15</p> <p><b>GRIM (1)</b> 22:18</p> <p><b>gross (1)</b> 231:5</p> <p><b>ground (2)</b> 189:7;232:5</p> <p><b>grounds (1)</b> 241:8</p> <p><b>groundwork (1)</b> 108:19</p> <p><b>Group (42)</b> 9:3,16;10:3,13; 11:3;21:12;37:2; 45:20,23;55:17;57:3; 63:12;71:8;72:4;92:2, 3,4;103:17;106:16; 113:12,18;126:14; 137:16;141:13; 149:17;152:13;153:6, 9,16;155:1,4;163:10; 185:21;195:16;</p>	<p>196:21;212:20; 215:18;220:6;226:24; 235:2,9,15</p> <p><b>Groups (4)</b> 43:12;99:20; 172:13;185:21</p> <p><b>group's (1)</b> 236:25</p> <p><b>growing (1)</b> 136:6</p> <p><b>growth (1)</b> 154:25</p> <p><b>guarantee (1)</b> 122:6</p> <p><b>GUC (15)</b> 94:25;96:19;98:17; 106:2,4;109:5; 127:17,18,25;128:6; 129:12,25;130:21; 131:16;132:1</p> <p><b>guess (6)</b> 150:3;161:9; 184:11,19;187:9; 245:6</p> <p><b>guidance (3)</b> 225:9;247:8,9</p> <p><b>guide (1)</b> 92:13</p> <p><b>GUMMOW (1)</b> 39:16</p> <p><b>GUMP (7)</b> 13:19;14:2,17;75:3; 132:10;194:7;210:8</p> <p><b>guys (1)</b> 173:2</p>	<p>16:72;8,10;73:10; 74:2,10,18,20,22,24; 125:4</p> <p><b>HAMILTON (1)</b> 45:19</p> <p><b>hand (17)</b> 48:13;50:14;58:6; 61:1;67:7;71:21,23; 75:20;82:23;84:21; 92:23;108:8;129:15; 132:1;144:13;153:8; 199:13</p> <p><b>handpicked (1)</b> 168:10</p> <p><b>hands (1)</b> 176:17</p> <p><b>HAO (1)</b> 23:24</p> <p><b>happen (2)</b> 202:8;247:19</p> <p><b>happened (15)</b> 99:21;137:18; 149:21;155:22; 166:24;175:19; 183:12;185:23,24; 186:7,21,25;187:1; 193:5;243:12</p> <p><b>happening (2)</b> 204:3,5</p> <p><b>happens (1)</b> 51:20</p> <p><b>happy (15)</b> 54:5;57:16;71:8; 118:22;124:13; 159:22;175:4;192:7; 200:2;201:14;203:17; 204:7,24;221:16; 246:2</p> <p><b>hard (10)</b> 92:9;127:1;149:8,8; 155:3,14;173:19,19; 174:24;175:17</p> <p><b>harder (1)</b> 138:17</p> <p><b>hard-fought (1)</b> 130:10</p> <p><b>harm (1)</b> 156:14</p> <p><b>HARPER (1)</b> 18:8</p> <p><b>Harrisburg (1)</b> 17:23</p> <p><b>HARRISON (1)</b> 45:20</p> <p><b>Hartford (4)</b> 25:3,21;26:13;49:9</p> <p><b>Harwood (1)</b> 7:4</p> <p><b>HAUER (7)</b> 13:19;14:2,17;75:3; 132:10;194:7;210:8</p> <p><b>HAYNES (1)</b> 43:2</p>
<b>H</b>				
		<p><b>H3B (1)</b> 40:6</p> <p><b>hac (4)</b> 162:5;179:22; 180:6,13</p> <p><b>Hagen (26)</b> 50:4;213:21; 214:16,16,18,19; 215:6,12,14,23;216:1, 12,14,22;217:5,10,13, 16;221:6,7,15,22,24; 222:22;246:11,21</p> <p><b>HALE (2)</b> 25:2,10</p> <p><b>half (11)</b> 91:6;108:19; 122:21;123:9;125:25; 146:6;158:10;161:11; 173:1;193:8;213:25</p> <p><b>HALL (1)</b> 26:2</p> <p><b>HALPERIN (2)</b> 37:10,16</p> <p><b>HAMERMAN (16)</b> 8:20;71:4,5,11,14,</p>		

<p><b>Head (1)</b> 58:2</p> <p><b>headquartered (1)</b> 163:7</p> <p><b>heads (2)</b> 129:18;247:15</p> <p><b>Health (5)</b> 23:3,11;97:23; 133:15;159:16</p> <p><b>hear (19)</b> 52:18;53:13;84:16; 85:1;98:25;109:8; 125:15;161:19,20; 162:14;166:16,17; 188:9,11;199:11; 209:10,20;212:12; 247:13</p> <p><b>heard (62)</b> 52:21;54:12;57:9; 60:5;62:13;64:19; 66:18;69:6;70:14; 73:13;74:5,11;77:18; 78:23;81:18;87:18; 89:1,23;90:8;125:13; 126:16;139:18; 143:13;144:13; 146:14;159:2;160:2; 165:14;172:22,22; 173:4,5;174:2;185:2, 23;193:21;194:12,14; 197:25;198:13; 203:24;206:24;207:1, 2,3,5,10,16;208:5,7,8, 8,10;209:17;210:1,6; 216:15;224:12;232:4, 13;244:20;245:18</p> <p><b>hearing (48)</b> 50:6,13,14,23; 51:20;56:1,11,12,20; 86:7;89:21;90:1,9,25; 92:8;97:8;108:24; 109:7;112:7,8; 117:15;125:21;142:6; 145:15,25;150:1; 160:12;162:17;174:3; 177:23;180:9,13; 184:9;186:24;216:3; 217:8;223:3,6,20,25; 232:4;236:12;237:5, 18;238:13,15;246:16; 247:3</p> <p><b>heart (1)</b> 219:11</p> <p><b>heartfelt (1)</b> 152:21</p> <p><b>HEATHER (2)</b> 22:17;128:4</p> <p><b>heavily (5)</b> 129:1;130:5;190:3; 220:5,5</p> <p><b>held (3)</b> 103:2;148:15; 238:13</p>	<p><b>Hello (2)</b> 207:7,9</p> <p><b>HELMS (1)</b> 45:21</p> <p><b>help (2)</b> 120:8;175:1</p> <p><b>helped (2)</b> 48:6;128:22</p> <p><b>helpful (4)</b> 50:15;92:24;166:6; 167:14</p> <p><b>helping (1)</b> 159:12</p> <p><b>helps (1)</b> 238:22</p> <p><b>Henry (1)</b> 39:3</p> <p><b>hereby (17)</b> 57:12;60:8;62:17; 64:23;66:22;69:11; 70:19,22;73:17; 74:15;77:22;79:2; 81:23;87:23;89:8; 208:1;244:24</p> <p><b>herein (2)</b> 56:20;239:5</p> <p><b>here's (1)</b> 222:3</p> <p><b>HERRING (1)</b> 23:7</p> <p><b>Hi (2)</b> 160:25;205:7</p> <p><b>HIGGINS (1)</b> 35:8</p> <p><b>high (3)</b> 101:3;130:4,6</p> <p><b>higher (2)</b> 230:16;231:1</p> <p><b>highest (2)</b> 165:13;231:3</p> <p><b>highlight (1)</b> 106:8</p> <p><b>highly (4)</b> 95:6;126:1;163:9; 193:2</p> <p><b>highly-paid (1)</b> 198:24</p> <p><b>Hill (53)</b> 52:11;90:16,20,21, 22,22;91:4;92:19,22, 25;93:3,18,23,25; 94:7,9,15;97:5,8,11; 98:13;99:7,10,13; 100:17,23;101:18; 103:16;105:3,5,8; 108:7;109:11,13,15, 20,25;110:7,17,23; 111:4,7,9,16;119:3; 120:11;127:19; 128:16;136:2;138:20; 150:20;217:8;219:16</p> <p><b>himself (1)</b> 189:4</p>	<p><b>hired (1)</b> 108:20</p> <p><b>historic (1)</b> 154:6</p> <p><b>historical (1)</b> 97:14</p> <p><b>history (2)</b> 151:14;191:23</p> <p><b>hit (2)</b> 101:5;211:6</p> <p><b>HITTELMAN (1)</b> 29:8</p> <p><b>Hoc (24)</b> 9:3,16;10:3,13; 11:3;21:12;55:17; 57:3;92:2,4;113:11, 18;137:16;149:17; 152:13;153:15; 154:25;155:4;212:19; 215:17;220:6;235:1, 9,15</p> <p><b>HOGAN (3)</b> 5:23;28:10;29:2</p> <p><b>hold (7)</b> 53:4;84:3,3;86:18; 184:20,20;208:18</p> <p><b>holder (6)</b> 207:5;208:6,11; 227:21;229:2,4</p> <p><b>holders (26)</b> 108:15;111:25; 116:24;117:3;121:12; 123:25;124:4,7,10; 145:17;205:19; 206:17,25;226:25; 227:7,11,15,18,25; 228:7,14;229:19; 231:14,15;232:2,3</p> <p><b>holder's (1)</b> 231:18</p> <p><b>holding (2)</b> 93:12;241:18</p> <p><b>HOLLISTER (1)</b> 36:10</p> <p><b>Hon (1)</b> 152:20</p> <p><b>honestly (1)</b> 190:12</p> <p><b>honesty (4)</b> 120:19;121:1; 193:19;233:22</p> <p><b>Honor (248)</b> 47:5,7,20;48:1,15, 17;49:23;50:6,9,13; 52:10,22;53:9,25; 54:10,19,22,24;55:5; 57:8,23;60:2,19,22; 62:10;63:3;64:15; 65:5;66:15;67:4,20; 69:3,20,21;70:24; 71:4,16,18;72:2;74:1, 2;75:1,5,9,14,25; 77:16;78:8,14;79:5,7,</p>	<p>11,14,20;80:6,13,16; 81:15;82:8,10,15,18; 83:2,6,11,18;85:15; 87:14;88:5,7,13; 89:17;90:4,12,20; 91:4;92:11,19,23; 93:3,18,23;94:7;95:9; 97:9;99:8;100:18; 101:8,14;103:8; 104:22;105:3,8; 106:9;108:3;109:8, 25;110:17,24;111:4,9, 16,17,22;118:3,7,12, 23,25;119:17;120:24; 123:5;124:13,18,24; 125:3;127:19;129:17; 130:3,7;131:6,18; 132:2,8,9,14,21; 133:10;138:10; 140:10;141:4,16; 142:10,12,15,17,22; 143:8,10,13;144:12; 146:14,19;147:11,15; 148:5,18;149:7,14; 150:7,8,9;152:12,18; 154:1;155:6,10,14,18; 156:5,10,18,20;158:3, 10,15,18,22;159:5,6, 25;160:4;161:9,10; 162:3,4,13;171:8; 178:13;180:17,19,25; 181:10;183:21; 187:24;188:5,18; 193:24;194:3,6; 197:4,7,9,19,24; 199:4,16;200:4,15,21, 25;201:14,17;203:13; 204:8,11,15;205:12; 206:21;207:9,15; 208:13,24;209:24; 210:7,13,16;211:2,3; 212:18,21;213:19; 214:4,16,20;215:6,12, 15,20,24;217:16; 219:9;220:4;221:7, 11,16;222:22,24; 223:2;224:10;225:5, 7;244:6,16;245:22; 246:15;247:20;248:3</p> <p><b>honors (1)</b> 49:10</p> <p><b>Honor's (4)</b> 110:9;133:3; 150:20;217:6</p> <p><b>Hope (2)</b> 6:12;207:18</p> <p><b>hopeful (1)</b> 158:16</p> <p><b>hopefully (3)</b> 53:4;54:3;150:1</p> <p><b>horse (2)</b> 101:4;235:3</p> <p><b>hospitals (3)</b> 134:14;136:24; 137:8</p> <p><b>hotly (1)</b> 100:6</p> <p><b>Houlihan (4)</b> 45:6;46:9,14; 155:17</p> <p><b>hour (2)</b> 161:11;214:1</p> <p><b>hourly (1)</b> 170:24</p> <p><b>Houston (4)</b> 4:6;27:14;43:6; 44:18</p> <p><b>HOWARD (2)</b> 35:19;41:8</p> <p><b>HUBER (1)</b> 32:20</p> <p><b>Hudge (1)</b> 84:5</p> <p><b>Hudson (1)</b> 13:4</p> <p><b>huge (1)</b> 198:12</p> <p><b>hundred (1)</b> 116:19</p> <p><b>hundreds (2)</b> 195:13;234:12</p> <p><b>HURLEY (12)</b> 14:9;75:1,3,3,8,25; 76:6;77:16;78:14,17; 79:5;132:13</p> <p><b>Hwang (22)</b> 52:13;84:2;111:13, 17,18;114:14,17,21, 23;115:2,9,12,14,16, 21,25;116:3,10,15; 117:9;118:6,10</p> <p><b>hypothetical (2)</b> 121:14,25</p>
<b>I</b>			
<p><b>IAN (1)</b> 46:18</p> <p><b>idea (1)</b> 138:23</p> <p><b>identified (4)</b> 157:13;158:6,7; 189:1</p> <p><b>identifies (1)</b> 106:3</p> <p><b>identify (3)</b> 76:10;93:9;205:6</p> <p><b>identifying (1)</b> 188:2</p> <p><b>identity (2)</b> 127:25;128:1</p> <p><b>IFSC (1)</b> 7:13</p> <p><b>ignore (1)</b> 164:7</p> <p><b>ignores (1)</b></p>			

<p>165:4  <b>IL (6)</b>                      5:21;20:5;30:6;                      35:17;37:23;39:14  <b>image (1)</b>                      106:3  <b>imagine (1)</b>                      196:14  <b>imagined (1)</b>                      152:22  <b>impact (5)</b>                      114:20,20;115:6;                      145:21;170:6  <b>impacted (1)</b>                      200:10  <b>impacts (3)</b>                      146:17;166:11,12  <b>impaired (5)</b>                      121:11;123:13;                      228:12,15,25  <b>impediment (1)</b>                      148:13  <b>impermissibly (1)</b>                      130:16  <b>implement (4)</b>                      95:5;103:14;                      126:22,24  <b>implemented (4)</b>                      94:15;96:15;102:5,                      14  <b>implementing (1)</b>                      188:1  <b>implicated (1)</b>                      53:16  <b>implied (1)</b>                      231:4  <b>important (27)</b>                      125:13,16;128:11;                      129:25,25;133:19;                      135:6,7;136:9,16;                      137:10;142:7;146:11;                      151:19;154:12;157:9;                      158:5;161:13;170:10,                      12;178:23;189:8,22;                      192:18;194:21,22;                      203:25  <b>importantly (4)</b>                      92:4;122:5;186:13;                      193:1  <b>imposes (1)</b>                      122:7  <b>impressions (1)</b>                      191:25  <b>improprieties (1)</b>                      142:2  <b>inappropriate (2)</b>                      110:11;159:19  <b>Inc (16)</b>                      19:14;20:11;21:3;                      22:3;25:19;27:11,20;                      28:11;29:3;38:19;                      39:3;41:12;43:3;                      97:23;162:23;226:12</p>	<p><b>incapacity (1)</b>                      143:22  <b>incentive (2)</b>                      107:17;206:6  <b>inception (1)</b>                      151:24  <b>include (8)</b>                      48:18;97:12;98:5;                      105:9;145:1;199:20;                      200:9,10  <b>included (14)</b>                      113:14;116:4;                      153:11;190:15;202:3;                      203:5;206:1;213:1;                      223:17,21;230:3,13;                      239:16;241:4  <b>includes (4)</b>                      51:23;105:22;                      145:3;223:15  <b>including (37)</b>                      52:19;55:14;56:2,                      13;57:5;70:3;101:6;                      106:15,25;107:15,25;                      112:6;121:6;125:19;                      126:5;127:9;128:13,                      22;129:16;144:5;                      162:23;163:5;164:2;                      168:19;170:3;192:3;                      198:17;201:23;                      202:20;211:24;212:3;                      219:18;230:20;                      234:11,19,23;235:3  <b>incoming (1)</b>                      174:25  <b>inconceivable (1)</b>                      185:11  <b>incorporated (5)</b>                      118:18;144:6;                      145:17;157:21;                      200:17  <b>incorporates (2)</b>                      103:16;241:13  <b>increase (1)</b>                      133:13  <b>increased (1)</b>                      133:21  <b>incredibly (1)</b>                      247:14  <b>incremental (2)</b>                      107:23;151:3  <b>incur (1)</b>                      219:6  <b>Ind (1)</b>                      24:3  <b>indeed (6)</b>                      108:21;149:25;                      150:16;154:8;210:9;                      237:19  <b>indemnities (1)</b>                      245:9  <b>indemnity (1)</b>                      108:22  <b>Indentured (1)</b></p>	<p>24:12  <b>Independent (1)</b>                      117:18  <b>Indianapolis (1)</b>                      36:13  <b>indicated (6)</b>                      87:1;179:24;                      209:14;226:23;                      227:23;239:20  <b>indications (3)</b>                      100:25;230:23,24  <b>indiscernible (8)</b>                      60:15,25;83:20;                      84:11,24;85:16;                      127:11;155:17  <b>individual (9)</b>                      105:20;106:11,19;                      112:23;127:25;128:2,                      3;199:22;201:16  <b>individually (1)</b>                      230:25  <b>individuals (7)</b>                      114:16;138:21,24;                      139:6;141:22;199:20;                      200:5  <b>indulgences (2)</b>                      155:15,15  <b>industries (1)</b>                      189:18  <b>inequitable (2)</b>                      238:4;241:20  <b>infomercials (1)</b>                      185:8  <b>informal (1)</b>                      146:7  <b>information (13)</b>                      77:5,9;86:4;95:8;                      129:4;170:21;178:23;                      223:7;224:2,21;                      236:15,21,24  <b>informed (4)</b>                      87:4;177:12;                      197:25;224:3  <b>initial (4)</b>                      144:16;147:16;                      185:8;212:11  <b>initially (1)</b>                      153:23  <b>initiative (2)</b>                      102:21,21  <b>injunction (5)</b>                      91:17;136:2;148:3;                      149:1;156:18  <b>injunctive (1)</b>                      145:21  <b>injuries (2)</b>                      144:24;189:6  <b>injury (28)</b>                      127:10,11;136:25;                      143:23;144:16,23;                      145:8,10;163:25;                      170:15;174:19;                      175:22;176:4;192:14;</p>	<p>198:25;199:6;208:16,                      19;211:21;232:9;                      233:4,13;234:23;                      237:8;239:16;242:6,                      14,19  <b>input (1)</b>                      220:11  <b>inquire (2)</b>                      159:1;187:16  <b>insiders (1)</b>                      198:21  <b>Insights (1)</b>                      46:5  <b>insinuation (1)</b>                      196:2  <b>insolvencies (2)</b>                      238:20;239:20  <b>instance (4)</b>                      91:12;95:20;                      100:20;101:21  <b>instances (1)</b>                      210:13  <b>instituted (2)</b>                      162:21;238:6  <b>instrumental (1)</b>                      125:12  <b>insufficient (2)</b>                      159:19;230:7  <b>Insurance (21)</b>                      26:13;27:3;30:13;                      39:11,20;96:14;                      105:23;125:7;128:12,                      14;129:15;130:9,14,                      17,21,25;131:11,15,                      16;142:25;150:5  <b>insureds (1)</b>                      131:15  <b>insurer (2)</b>                      49:12;130:24  <b>Insurers (9)</b>                      25:3;49:8;130:2,8,                      16;142:24;221:23;                      222:1;223:17  <b>insurers' (1)</b>                      131:20  <b>Insys (1)</b>                      134:17  <b>integrated (1)</b>                      149:5  <b>integrity (1)</b>                      231:17  <b>intend (3)</b>                      109:3;132:25;216:7  <b>intended (3)</b>                      57:6;124:12;236:14  <b>intentional (1)</b>                      137:23  <b>intentionally (1)</b>                      196:20  <b>intentions (4)</b>                      120:20;121:1;                      193:19;233:22  <b>intercompany (5)</b></p>	<p>104:13;123:21;                      202:19,20,21  <b>Intercreditor (2)</b>                      127:6,6  <b>interest (37)</b>                      53:16;94:19;                      100:25;104:13,14;                      119:11;123:21;                      125:11;127:1,22;                      128:24;146:8;148:15;                      152:8;153:1;181:13;                      184:24;198:1;208:6,                      11;226:25;227:14,18,                      19,25;228:7,7,14;                      229:2,3,4,6;230:23,                      24;231:14,15;234:23  <b>Interested (2)</b>                      30:3;186:19  <b>interesting (1)</b>                      190:2  <b>interests (16)</b>                      118:20;121:11,12,                      23;124:9;150:16;                      163:24;175:21;                      178:12;179:13;                      195:24;200:21;                      228:24;229:5;242:14,                      20  <b>interference (4)</b>                      168:12;171:1,5;                      227:4  <b>interim (1)</b>                      224:19  <b>interlaced (1)</b>                      189:9  <b>International (13)</b>                      26:4;45:5,9;58:12;                      59:7;65:20;68:8;                      76:14;80:20;117:16,                      17;205:14;217:2  <b>interpreted (1)</b>                      168:1  <b>interrupt (7)</b>                      165:18;167:12;                      168:23;177:7,10;                      182:13;219:23  <b>interrupting (1)</b>                      174:21  <b>into (86)</b>                      50:21;55:5,6,10;                      57:12;60:3,8;62:11,                      17;64:16,23;66:16,                      22;67:24;69:3,12,23;                      70:12,17,19,22;73:17;                      74:3,16;77:17,22;                      78:21;79:1,2;81:23;                      83:5,8,9;84:7;87:23;                      88:11,16,25;89:5,8;                      93:14;94:11;95:11;                      97:22,24;98:18;                      102:20;110:1,14;                      111:1;121:17,20;                      122:11;125:9,20;</p>
---	---	---	--	--

<p>135:19;146:13;148:9; 152:19;153:22; 169:20;172:13;173:3; 176:1;177:14;181:1; 182:4,11;184:1; 185:16;188:25;190:3, 22;191:2;199:9; 200:17;206:21; 215:16;218:1,4; 219:14,18;235:14; 236:1,15;244:24</p> <p><b>introduce (1)</b> 162:4</p> <p><b>investigation (1)</b> 97:13</p> <p><b>investment (4)</b> 65:12;125:8; 132:19;147:25</p> <p><b>investments (1)</b> 202:21</p> <p><b>invite (1)</b> 139:15</p> <p><b>involved (5)</b> 123:6;141:16; 154:16;184:18,25</p> <p><b>involvement (1)</b> 180:7</p> <p><b>involves (1)</b> 96:9</p> <p><b>involving (2)</b> 101:20;107:21</p> <p><b>ION (1)</b> 45:20</p> <p><b>Ireland (3)</b> 7:15;10:15;104:8</p> <p><b>Iridium (9)</b> 119:6,7,19,25; 120:5,10,14;226:12, 13</p> <p><b>Irish (3)</b> 117:18,18;149:20</p> <p><b>IRPs (1)</b> 138:22</p> <p><b>irrelevant (2)</b> 189:24;191:4</p> <p><b>IRS (1)</b> 202:3</p> <p><b>IRS-related (1)</b> 97:16</p> <p><b>Irvine (1)</b> 10:6</p> <p><b>ISRAEL (1)</b> 35:19</p> <p><b>issue (20)</b> 100:1;139:4;143:3, 18;158:3;168:9; 171:4;172:19;177:25; 183:23;190:16; 192:16;195:20;197:1; 198:11,12;201:17; 203:20;225:10; 239:24</p> <p><b>issued (2)</b></p>	<p>163:21;238:16</p> <p><b>issues (28)</b> 49:21,22,22;52:12; 53:4;127:6;129:11, 13,16;130:14;142:23; 145:25;146:11;149:5; 151:2,12;152:25; 153:3,14;162:7; 168:10;184:18; 201:13;210:20; 231:21,23;235:22; 243:13</p> <p><b>Item (1)</b> 138:1</p> <p style="text-align: center;"><b>J</b></p> <p><b>JABRISKA (1)</b> 45:12</p> <p><b>JACKSON (1)</b> 9:11</p> <p><b>Jacob (8)</b> 52:14;118:7,9,9,17, 25;222:24,25</p> <p><b>JACOBS (1)</b> 225:5</p> <p><b>JAMES (5)</b> 5:7;12:7;14:14; 20:16;25:24</p> <p><b>JANG (1)</b> 45:22</p> <p><b>January (8)</b> 112:14,16,19; 126:11;163:21; 185:15;223:3,25</p> <p><b>JASON (7)</b> 4:17;54:20,24; 188:15,18;219:9; 244:8</p> <p><b>JD (1)</b> 159:6</p> <p><b>JEAN-DAVID (1)</b> 33:9</p> <p><b>Jean-Francois (1)</b> 162:21</p> <p><b>Jean-Francois (1)</b> 42:3</p> <p><b>Jefferies (2)</b> 132:18,19</p> <p><b>JEFFREY (4)</b> 30:18;46:8;205:7, 13</p> <p><b>JENNER (1)</b> 20:2</p> <p><b>JENNIFER (3)</b> 28:15;36:7;46:5</p> <p><b>JEREMY (1)</b> 32:22</p> <p><b>JESSE (1)</b> 16:16</p> <p><b>JESSICA (1)</b> 34:7</p> <p><b>JFK (1)</b></p>	<p>18:4</p> <p><b>job (4)</b> 134:7,19;243:14,18</p> <p><b>jobs (2)</b> 91:8;198:24</p> <p><b>JOEL (3)</b> 42:8;83:2;194:3</p> <p><b>JOHN (2)</b> 10:17;149:21</p> <p><b>Johnson (4)</b> 6:11,11;7:3,3</p> <p><b>join (1)</b> 132:20</p> <p><b>joined (3)</b> 125:3;132:11;150:4</p> <p><b>joining (2)</b> 83:4;149:20</p> <p><b>joint (9)</b> 59:6;61:14;63:20; 65:19;68:7;76:13; 80:19;216:24;217:1</p> <p><b>JONATHAN (2)</b> 26:8;84:19</p> <p><b>JONES (2)</b> 6:16;27:19</p> <p><b>JORDAN (1)</b> 6:17</p> <p><b>JOSH (1)</b> 46:10</p> <p><b>JOSHUA (2)</b> 9:7;27:25</p> <p><b>Journal (1)</b> 117:17</p> <p><b>JP (1)</b> 245:5</p> <p><b>JR (1)</b> 46:3</p> <p><b>JSUTIN (1)</b> 11:7</p> <p><b>Judge (35)</b> 48:5;52:3;57:14; 58:20;72:8;73:11; 74:18;83:21;84:20; 85:6;87:9;92:9; 140:23;146:2,2,4; 153:10;155:15; 160:25;173:2;174:2, 17;177:5,11;185:17; 187:7;188:4;193:13, 13;200:18;204:14; 226:1,5;235:20; 243:19</p> <p><b>judges (1)</b> 168:2</p> <p><b>judgment (7)</b> 142:3;166:21; 167:1,16,17;245:13, 21</p> <p><b>judgments (3)</b> 165:22;166:18; 176:19</p> <p><b>JULIE (1)</b> 45:8</p>	<p><b>July (8)</b> 146:9;169:23,23; 177:16;195:8,15; 239:5,8</p> <p><b>junior (6)</b> 124:7,10;211:11; 229:3,4,6</p> <p><b>jurisdiction (3)</b> 129:13;157:18; 164:21</p> <p><b>jurisdictions (2)</b> 164:20;183:15</p> <p><b>JUSTICE (6)</b> 15:10;141:21; 163:20;164:7,11; 177:23</p> <p><b>Justin (2)</b> 150:2,4</p> <p><b>juxtaposed (1)</b> 125:24</p> <p style="text-align: center;"><b>K</b></p> <p><b>KAITLYN (1)</b> 29:8</p> <p><b>KAMI (1)</b> 22:19</p> <p><b>Kanawha (2)</b> 17:12;34:21</p> <p><b>KARAVOLAS (1)</b> 40:18</p> <p><b>Karman (1)</b> 35:4</p> <p><b>KAROL (1)</b> 21:8</p> <p><b>KATE (1)</b> 13:24</p> <p><b>KATHERINE (3)</b> 14:12;28:16;132:13</p> <p><b>KATY (1)</b> 8:21</p> <p><b>KATZ (1)</b> 23:2</p> <p><b>KAYE (1)</b> 30:2</p> <p><b>KEANE (1)</b> 8:21</p> <p><b>KEARNS (10)</b> 45:23;71:7,25;72:3, 11,13;73:17,24;74:1,9</p> <p><b>Kearns' (4)</b> 73:12,15;74:4,15</p> <p><b>keep (2)</b> 54:4;234:14</p> <p><b>keeping (2)</b> 214:14;225:22</p> <p><b>KEITH (1)</b> 41:17</p> <p><b>Kekst (2)</b> 45:18;46:13</p> <p><b>KELLEY (1)</b> 24:10</p> <p><b>Ken (1)</b></p>	<p>125:3</p> <p><b>KENNEDY (1)</b> 45:24</p> <p><b>KENNETH (1)</b> 8:19</p> <p><b>KENNEY (1)</b> 34:7</p> <p><b>KERTESZ (1)</b> 45:25</p> <p><b>Kestecher (25)</b> 188:16,18,18; 219:8,9,9,21;220:2,4, 9,19,23;221:3,5; 244:6,7,8,8,15,25; 245:22;246:2,5,8,10</p> <p><b>key (22)</b> 52:12,15,16;90:18; 91:1,24;95:7;106:15; 107:15;108:7;118:11, 15;120:12;121:5; 130:15;151:9;152:19, 23;154:1;230:18; 234:11;247:2</p> <p><b>kidding (4)</b> 47:19;243:18; 244:5,5</p> <p><b>KIDWELL (9)</b> 46:3;207:7,9,13,13, 15;208:3,4,8</p> <p><b>kind (19)</b> 93:25;95:16; 100:23;101:5,6,14,15; 110:12,18,19;133:21, 22;139:25;141:12; 186:21;197:3;220:12; 222:21;244:3</p> <p><b>kindness (1)</b> 196:14</p> <p><b>kinds (1)</b> 200:20</p> <p><b>King (5)</b> 4:13;12:4;27:21; 40:13;42:11</p> <p><b>KNAUTH (1)</b> 46:4</p> <p><b>knew (3)</b> 141:12;158:23; 195:15</p> <p><b>knocking (1)</b> 176:16</p> <p><b>knowing (1)</b> 110:21</p> <p><b>knowledge (14)</b> 59:20;62:3;64:9; 66:9;68:22;73:4;77:5, 9;81:9;85:25;176:9; 177:3;179:25;195:10</p> <p><b>known (4)</b> 102:20;109:3; 110:3;216:10</p> <p><b>Koelbl (2)</b> 233:23,24</p> <p><b>KRAMER (7)</b></p>
---	--	---	---	---

<p>8:13;49:12;71:5; 124:22;125:2,4;211:4 <b>KRISTIN (1)</b> 24:18 <b>Kroll (18)</b> 46:12;67:5,13;68:5; 112:15,20,23;113:5,8, 12,17;114:12;116:3; 117:9,14,24;169:8; 185:10 <b>Kroll's (3)</b> 113:1,2;117:12 <b>KSV (1)</b> 27:20 <b>KY (1)</b> 37:5</p>	<p>140:4;141:14;144:2; 159:13;169:23; 177:23;180:9;187:8; 190:4;196:6,18; 207:3;208:9;213:23; 215:6;246:17,18 <b>late (12)</b> 113:17;114:8,16; 125:20;139:21,25; 193:2,7;195:11; 198:12;210:21; 246:24 <b>late-filed (2)</b> 114:25;195:13 <b>later (6)</b> 49:14;50:6;96:23; 129:17;164:11; 219:15 <b>latest (1)</b> 48:8 <b>LATHAM (1)</b> 24:2 <b>latter (1)</b> 160:14 <b>LAURA (1)</b> 7:8 <b>LAUREN (1)</b> 32:20 <b>LAVELLA (3)</b> 11:7;150:2,4 <b>LAW (59)</b> 18:2;36:18;37:19; 38:10;41:2;44:16; 111:24;112:5,9; 114:4;116:6;120:17; 125:6;130:21;159:16; 164:15,20,21;165:4, 23;166:17,22;167:17, 18,20;171:11,12,13, 13;172:9;175:3; 176:5;179:25;180:24; 182:23,23;188:23; 189:12,23;190:3,6,8, 12,12,13,13,19,25; 191:3,4,11;193:15; 198:10;224:22; 225:20,22;231:24; 233:19;240:4 <b>laws (7)</b> 156:7;168:15; 171:6;183:16;196:11, 11;198:7 <b>lawsuits (4)</b> 91:8;119:23; 229:22;232:24 <b>lawyers (3)</b> 170:23;174:25; 243:12 <b>lay (1)</b> 181:16 <b>Lazard (1)</b> 125:8 <b>lead (3)</b></p>	<p>154:10;196:10; 245:5 <b>leading (1)</b> 234:7 <b>leads (2)</b> 101:15;204:4 <b>Leake (78)</b> 47:4,5,6,18,20,22; 48:11,13,15,17,24; 49:16,25;50:11,18,25; 51:8,15;54:9,19,25; 82:17,17,23;90:1,3, 12,15;124:15,18; 130:2;158:22;160:3, 4,14,16,18;173:4; 185:23;187:17,23,24; 188:11,15;197:8,9,15; 199:4,13,18;208:13, 16,18,21,24;209:2,4, 7,9,14,22,24;210:2,4; 213:18,19;214:3,10; 218:20;225:7,13,15; 243:25;244:2,4; 246:15;247:22;248:3 <b>Leake's (1)</b> 92:8 <b>learn (1)</b> 156:12 <b>learned (1)</b> 137:12 <b>least (15)</b> 51:18;99:23; 104:15;130:7;139:20; 141:17;163:4;167:5; 170:2,20;176:10; 182:17;196:24; 204:25;212:1 <b>leave (5)</b> 158:25;175:15; 212:10;239:17;241:5 <b>leaving (2)</b> 95:24;206:14 <b>led (1)</b> 142:2 <b>LEDYARD (1)</b> 43:20 <b>LEE (2)</b> 28:15;46:6 <b>left (2)</b> 107:11;155:20 <b>legal (8)</b> 84:11;87:16; 100:10;162:7;164:22; 182:10;189:16,21 <b>legislation (1)</b> 166:25 <b>legitimate (1)</b> 231:16 <b>lender (1)</b> 218:7 <b>lenders (6)</b> 126:3,13,21; 146:10;156:21;</p>	<p>192:22 <b>length (8)</b> 107:14;110:16; 119:15;137:14; 200:15;202:16; 210:14;231:11 <b>lengthier (1)</b> 152:22 <b>lengthy (1)</b> 55:10 <b>LEO (1)</b> 45:17 <b>LEONARD (1)</b> 26:18 <b>less (8)</b> 87:1;122:1;137:19; 143:17;144:1;167:4; 211:17;227:20 <b>letter (12)</b> 50:21;108:22; 109:22;136:15; 189:12;208:22,22; 209:16,16;244:11,14; 251:9 <b>letters (11)</b> 53:12;199:5,22,23; 201:4;202:11;210:9; 216:6;217:25;219:12, 14 <b>level (7)</b> 50:7;130:4,6;182:7, 7,9;238:22 <b>LEVENFELD (1)</b> 35:13 <b>leverage (1)</b> 151:17 <b>LevFin (1)</b> 46:5 <b>LEVI (1)</b> 32:19 <b>LEVIN (7)</b> 8:13;49:13;71:5; 124:22;125:2,4;211:4 <b>Lexington (3)</b> 32:4;39:11,20 <b>liabilities (3)</b> 131:11,17;234:21 <b>liability (11)</b> 91:7;94:22;128:13; 181:7;183:13,15; 190:16,17,17;191:2; 234:7 <b>liaison (1)</b> 214:23 <b>LIBERI (27)</b> 4:17;54:24,24; 55:13;57:14,23,25; 58:16,20,23;60:1,22; 61:9;62:9;63:3,15; 64:14;65:5,15;66:14; 67:4,17,20;68:1;69:2, 21;70:24 <b>Liberia (1)</b></p>	<p>54:21 <b>Liberty (3)</b> 26:3,14;43:21 <b>Lien (52)</b> 9:3,16;10:3,13; 11:3;55:17;57:3; 91:12;92:2;94:24; 95:13,15,17;96:4; 98:17;101:5,10,13,16; 106:16;108:15; 113:11,18;121:25; 126:2,10,13,21; 137:16;141:12; 146:10;149:17; 150:25;151:19; 152:13;153:6,9,15; 155:1,4;156:21; 211:20;212:20; 215:17,18;216:2,4,8, 9;220:6;228:5;235:2 <b>liens (4)</b> 94:19;126:9; 138:12;192:22 <b>Life (4)</b> 30:13;170:25; 173:10;186:15 <b>light (7)</b> 114:19;164:7; 226:15;228:17;236:3; 237:10;238:16 <b>liked (1)</b> 247:3 <b>likelihood (3)</b> 119:9;166:21; 183:14 <b>likely (4)</b> 122:3;145:11; 230:25;236:14 <b>limit (5)</b> 53:3;55:21;56:7,21; 166:7 <b>limitations (1)</b> 105:21 <b>limited (6)</b> 105:23;126:20; 172:12;239:13;241:2; 245:11 <b>Lincoln (1)</b> 42:14 <b>line (6)</b> 48:24;92:14; 144:12;230:18;245:3; 251:6 <b>lines (3)</b> 54:17;167:3;216:23 <b>lining (1)</b> 245:1 <b>link (1)</b> 181:9 <b>LIPTON (1)</b> 23:2 <b>liquidated (1)</b> 227:22</p>
<b>L</b>				
<p><b>La (1)</b> 37:5 <b>Labs (9)</b> 162:23;163:4,7,14; 198:18;233:14;238:9, 11,15 <b>lack (1)</b> 200:7 <b>lacked (1)</b> 154:15 <b>laid (1)</b> 150:12 <b>LALA (1)</b> 40:8 <b>LAMBE (1)</b> 12:9 <b>landing (1)</b> 184:7 <b>Landings (1)</b> 7:13 <b>landmark (2)</b> 154:5;167:22 <b>language (18)</b> 130:5,6,13;131:18; 142:24;145:20;168:7; 171:6;178:22;179:16; 181:21;192:2;198:11; 216:23;220:21,21; 223:14,17 <b>LAPPE (1)</b> 46:5 <b>large (4)</b> 130:1;137:17; 201:6;206:18 <b>largely (2)</b> 121:4;216:5 <b>LaSalle (2)</b> 37:21;39:12 <b>last (31)</b> 48:9;50:11,14; 51:15;53:20;78:18; 101:1;104:15;112:7; 116:12;125:20; 126:11;131:14;136:6;</p>	<p>140:4;141:14;144:2; 159:13;169:23; 177:23;180:9;187:8; 190:4;196:6,18; 207:3;208:9;213:23; 215:6;246:17,18 <b>late (12)</b> 113:17;114:8,16; 125:20;139:21,25; 193:2,7;195:11; 198:12;210:21; 246:24 <b>late-filed (2)</b> 114:25;195:13 <b>later (6)</b> 49:14;50:6;96:23; 129:17;164:11; 219:15 <b>latest (1)</b> 48:8 <b>LATHAM (1)</b> 24:2 <b>latter (1)</b> 160:14 <b>LAURA (1)</b> 7:8 <b>LAUREN (1)</b> 32:20 <b>LAVELLA (3)</b> 11:7;150:2,4 <b>LAW (59)</b> 18:2;36:18;37:19; 38:10;41:2;44:16; 111:24;112:5,9; 114:4;116:6;120:17; 125:6;130:21;159:16; 164:15,20,21;165:4, 23;166:17,22;167:17, 18,20;171:11,12,13, 13;172:9;175:3; 176:5;179:25;180:24; 182:23,23;188:23; 189:12,23;190:3,6,8, 12,12,13,13,19,25; 191:3,4,11;193:15; 198:10;224:22; 225:20,22;231:24; 233:19;240:4 <b>laws (7)</b> 156:7;168:15; 171:6;183:16;196:11, 11;198:7 <b>lawsuits (4)</b> 91:8;119:23; 229:22;232:24 <b>lawyers (3)</b> 170:23;174:25; 243:12 <b>lay (1)</b> 181:16 <b>Lazard (1)</b> 125:8 <b>lead (3)</b></p>	<p>154:10;196:10; 245:5 <b>leading (1)</b> 234:7 <b>leads (2)</b> 101:15;204:4 <b>Leake (78)</b> 47:4,5,6,18,20,22; 48:11,13,15,17,24; 49:16,25;50:11,18,25; 51:8,15;54:9,19,25; 82:17,17,23;90:1,3, 12,15;124:15,18; 130:2;158:22;160:3, 4,14,16,18;173:4; 185:23;187:17,23,24; 188:11,15;197:8,9,15; 199:4,13,18;208:13, 16,18,21,24;209:2,4, 7,9,14,22,24;210:2,4; 213:18,19;214:3,10; 218:20;225:7,13,15; 243:25;244:2,4; 246:15;247:22;248:3 <b>Leake's (1)</b> 92:8 <b>learn (1)</b> 156:12 <b>learned (1)</b> 137:12 <b>least (15)</b> 51:18;99:23; 104:15;130:7;139:20; 141:17;163:4;167:5; 170:2,20;176:10; 182:17;196:24; 204:25;212:1 <b>leave (5)</b> 158:25;175:15; 212:10;239:17;241:5 <b>leaving (2)</b> 95:24;206:14 <b>led (1)</b> 142:2 <b>LEDYARD (1)</b> 43:20 <b>LEE (2)</b> 28:15;46:6 <b>left (2)</b> 107:11;155:20 <b>legal (8)</b> 84:11;87:16; 100:10;162:7;164:22; 182:10;189:16,21 <b>legislation (1)</b> 166:25 <b>legitimate (1)</b> 231:16 <b>lender (1)</b> 218:7 <b>lenders (6)</b> 126:3,13,21; 146:10;156:21;</p>	<p>192:22 <b>length (8)</b> 107:14;110:16; 119:15;137:14; 200:15;202:16; 210:14;231:11 <b>lengthier (1)</b> 152:22 <b>lengthy (1)</b> 55:10 <b>LEO (1)</b> 45:17 <b>LEONARD (1)</b> 26:18 <b>less (8)</b> 87:1;122:1;137:19; 143:17;144:1;167:4; 211:17;227:20 <b>letter (12)</b> 50:21;108:22; 109:22;136:15; 189:12;208:22,22; 209:16,16;244:11,14; 251:9 <b>letters (11)</b> 53:12;199:5,22,23; 201:4;202:11;210:9; 216:6;217:25;219:12, 14 <b>level (7)</b> 50:7;130:4,6;182:7, 7,9;238:22 <b>LEVENFELD (1)</b> 35:13 <b>leverage (1)</b> 151:17 <b>LevFin (1)</b> 46:5 <b>LEVI (1)</b> 32:19 <b>LEVIN (7)</b> 8:13;49:13;71:5; 124:22;125:2,4;211:4 <b>Lexington (3)</b> 32:4;39:11,20 <b>liabilities (3)</b> 131:11,17;234:21 <b>liability (11)</b> 91:7;94:22;128:13; 181:7;183:13,15; 190:16,17,17;191:2; 234:7 <b>liaison (1)</b> 214:23 <b>LIBERI (27)</b> 4:17;54:24,24; 55:13;57:14,23,25; 58:16,20,23;60:1,22; 61:9;62:9;63:3,15; 64:14;65:5,15;66:14; 67:4,17,20;68:1;69:2, 21;70:24 <b>Liberia (1)</b></p>	<p>54:21 <b>Liberty (3)</b> 26:3,14;43:21 <b>Lien (52)</b> 9:3,16;10:3,13; 11:3;55:17;57:3; 91:12;92:2;94:24; 95:13,15,17;96:4; 98:17;101:5,10,13,16; 106:16;108:15; 113:11,18;121:25; 126:2,10,13,21; 137:16;141:12; 146:10;149:17; 150:25;151:19; 152:13;153:6,9,15; 155:1,4;156:21; 211:20;212:20; 215:17,18;216:2,4,8, 9;220:6;228:5;235:2 <b>liens (4)</b> 94:19;126:9; 138:12;192:22 <b>Life (4)</b> 30:13;170:25; 173:10;186:15 <b>light (7)</b> 114:19;164:7; 226:15;228:17;236:3; 237:10;238:16 <b>liked (1)</b> 247:3 <b>likelihood (3)</b> 119:9;166:21; 183:14 <b>likely (4)</b> 122:3;145:11; 230:25;236:14 <b>limit (5)</b> 53:3;55:21;56:7,21; 166:7 <b>limitations (1)</b> 105:21 <b>limited (6)</b> 105:23;126:20; 172:12;239:13;241:2; 245:11 <b>Lincoln (1)</b> 42:14 <b>line (6)</b> 48:24;92:14; 144:12;230:18;245:3; 251:6 <b>lines (3)</b> 54:17;167:3;216:23 <b>lining (1)</b> 245:1 <b>link (1)</b> 181:9 <b>LIPTON (1)</b> 23:2 <b>liquidated (1)</b> 227:22</p>

<p><b>liquidation (13)</b> 100:21;101:4; 121:15,17,19,21,25; 122:1,4;223:15; 228:2,6,8</p> <p><b>liquidity (3)</b> 122:19;206:9,18</p> <p><b>list (9)</b> 69:25;78:15,18,21; 82:11;187:11;196:10; 239:16;241:4</p> <p><b>listened (1)</b> 210:15</p> <p><b>LITE (1)</b> 43:11</p> <p><b>litigants (1)</b> 211:22</p> <p><b>litigated (1)</b> 99:15</p> <p><b>litigating (1)</b> 70:10</p> <p><b>litigation (24)</b> 55:20;56:16; 119:10;126:7,19; 128:10,12,25;131:23; 132:12;139:15; 141:18;142:5;151:18; 152:16;165:20; 167:22,24,25;168:6; 176:14;191:17; 201:22;229:22</p> <p><b>litigations (1)</b> 119:8</p> <p><b>little (12)</b> 49:14;53:8;84:4; 156:23;158:14; 164:17;170:13;171:9; 22:174:22;194:8; 196:16</p> <p><b>LIU (1)</b> 46:7</p> <p><b>live (3)</b> 62:6;81:12;168:17</p> <p><b>lived (1)</b> 99:22</p> <p><b>lives (1)</b> 172:4</p> <p><b>LIVY (1)</b> 22:8</p> <p><b>LLC (8)</b> 35:13;38:18;43:11; 45:4;46:12,19;68:5; 226:14</p> <p><b>Lloyds (1)</b> 27:3</p> <p><b>LLP (69)</b> 4:2,11,20;5:2,10, 18;6:2,10;7:2,11;8:3, 13;9:2,15;10:2,12; 11:2,10;12:2,14;13:2, 11,19;14:2,17;15:2, 18;16:2;19:2,13;20:2, 10;21:2,11;22:2,11;</p>	<p>23:18;24:2,10;25:2, 10,18;26:2,12;27:2, 10,19;28:10;29:2,11; 30:2,12;31:11;32:2, 13;33:13;34:2;36:2, 10;37:10;39:2;40:2, 12;41:2,11;42:2;43:2, 20;44:9</p> <p><b>lo (1)</b> 186:22</p> <p><b>load (1)</b> 95:3</p> <p><b>loan (1)</b> 245:6</p> <p><b>Local (2)</b> 101:24;234:20</p> <p><b>LOCKE (1)</b> 39:2</p> <p><b>logistical (1)</b> 92:12</p> <p><b>logistics (1)</b> 158:15</p> <p><b>Lokey (3)</b> 45:6;46:9,14</p> <p><b>London (2)</b> 5:5;27:3</p> <p><b>long (13)</b> 54:4;123:14; 141:24;150:21;151:6, 19;155:3,20;171:16; 172:15;174:24; 189:25;210:17</p> <p><b>long-awaited (1)</b> 132:5</p> <p><b>long-term (1)</b> 133:24</p> <p><b>look (17)</b> 92:21;99:6,21; 100:18;101:9;109:25; 116:13;135:19,20; 161:22;166:24; 173:10;217:22; 221:18;222:5,11; 247:13</p> <p><b>looked (4)</b> 101:7;114:18; 165:24;222:16</p> <p><b>Looking (15)</b> 93:8;99:25;100:1; 101:14;109:16;132:3; 152:18;156:20; 170:23;172:19;182:8; 191:2;217:23;227:7; 229:16</p> <p><b>LORD (1)</b> 39:2</p> <p><b>Los (5)</b> 6:14;9:18;29:6; 34:14;41:15</p> <p><b>losses (1)</b> 122:23</p> <p><b>lot (13)</b> 95:7;122:1;125:13;</p>	<p>130:5;151:11,12; 159:9;173:16;175:5; 187:19;215:5;221:18; 247:2</p> <p><b>loud (1)</b> 218:21</p> <p><b>Louisiana (3)</b> 4:4;190:13,15</p> <p><b>LOVELAND (1)</b> 25:15</p> <p><b>LOVELLS (2)</b> 28:10;29:2</p> <p><b>low (3)</b> 100:24;101:2;122:7</p> <p><b>LOWENSTEIN (2)</b> 15:2,4</p> <p><b>lower (1)</b> 236:4</p> <p><b>lowest (3)</b> 182:6,7,9</p> <p><b>LP (3)</b> 45:3,10;46:11</p> <p><b>Ls (1)</b> 127:9</p> <p><b>Ltd (1)</b> 46:16</p> <p><b>lucky (2)</b> 158:12;174:1</p> <p><b>LYNN (1)</b> 28:16</p> <p><b>LYTLE (1)</b> 40:12</p>	<p><b>Mainka's (1)</b> 213:6</p> <p><b>maintain (2)</b> 148:10;206:8</p> <p><b>maintains (1)</b> 233:8</p> <p><b>Majesty (1)</b> 40:13</p> <p><b>major (4)</b> 92:6;136:11;156:3; 159:13</p> <p><b>majority (2)</b> 113:10;221:25</p> <p><b>makes (6)</b> 131:14;139:3; 158:13;196:7;213:21; 246:17</p> <p><b>making (12)</b> 89:18;150:8;169:3; 173:15,15;174:9; 183:19;192:18;221:9; 222:17;246:24; 247:19</p> <p><b>Mallinckrodt (11)</b> 102:22;133:21; 134:18;135:25; 137:18,21;140:20,22; 158:1;236:2,5</p> <p><b>manage (1)</b> 146:20</p> <p><b>managed (1)</b> 117:23</p> <p><b>Management (3)</b> 46:17;155:1;234:8</p> <p><b>managing (3)</b> 63:10;71:7;72:3</p> <p><b>MANCHESTER (1)</b> 32:9</p> <p><b>mandate (1)</b> 144:8</p> <p><b>manifested (1)</b> 143:23</p> <p><b>MANNE (1)</b> 28:7</p> <p><b>manner (6)</b> 106:24;131:24,25; 144:3;148:20;216:6</p> <p><b>manufacturers (4)</b> 103:18;168:20; 216:16,25</p> <p><b>manufacturing (1)</b> 162:24</p> <p><b>many (25)</b> 48:4;98:5;105:12; 119:2;120:2,8; 145:24;152:11,11,17; 153:20;154:13,17,22; 158:1;179:14;180:1, 1;189:1;191:10; 200:1;201:17;205:3; 223:11;230:20</p> <p><b>Marc (4)</b> 65:6,11,18;202:25</p>	<p><b>March (9)</b> 86:5;113:14,20; 114:3;116:1,5; 145:15;153:6;165:3</p> <p><b>MARGO (4)</b> 40:9;89:18;162:4, 19</p> <p><b>Maria (1)</b> 210:10</p> <p><b>MARK (12)</b> 37:7;45:5,9,10; 58:1,11;59:5;60:23; 61:5,13;244:17,23</p> <p><b>MARKED (1)</b> 251:2</p> <p><b>Market (3)</b> 30:14;32:15;231:13</p> <p><b>marketed (3)</b> 101:1;151:24;183:7</p> <p><b>marketing (8)</b> 156:19;162:25; 203:4,7;230:10,15; 231:11,17</p> <p><b>Marsal (3)</b> 45:14;63:11;228:3</p> <p><b>Marsel (1)</b> 63:4</p> <p><b>MARSHALL (1)</b> 26:8</p> <p><b>MARTEN (1)</b> 19:9</p> <p><b>MARTIN (1)</b> 33:18</p> <p><b>massive (1)</b> 112:23</p> <p><b>master (5)</b> 112:4,5,9,24;114:5</p> <p><b>masterful (1)</b> 243:18</p> <p><b>material (6)</b> 109:2,4;126:8; 128:18;152:10; 220:14</p> <p><b>materialize (2)</b> 144:2;148:16</p> <p><b>materially (1)</b> 124:1</p> <p><b>materials (3)</b> 113:3;172:1;178:21</p> <p><b>math (1)</b> 170:14</p> <p><b>MATOUSEK (1)</b> 27:10</p> <p><b>Matt (1)</b> 128:1</p> <p><b>matter (39)</b> 50:20,25;51:4,4,6, 9;53:23;54:1;60:7; 62:16;64:22;66:21; 69:10;70:18;72:20; 73:16;77:21;81:22; 83:17;89:6,15,16; 100:6,16;109:8,22;</p>
		<b>M</b>		
		<p><b>M5H (1)</b> 8:7</p> <p><b>M5X (1)</b> 27:23</p> <p><b>MA (4)</b> 4:23;19:17;25:13; 26:5</p> <p><b>MADELYN (1)</b> 16:8</p> <p><b>Madison (3)</b> 28:12;30:4;41:4</p> <p><b>MAGALIFF (1)</b> 41:8</p> <p><b>magazines (1)</b> 192:4</p> <p><b>magnitude (1)</b> 167:3</p> <p><b>MAIDA (1)</b> 44:20</p> <p><b>Mail (1)</b> 117:19</p> <p><b>main (6)</b> 53:16,19;98:14; 127:17;238:13;245:2</p> <p><b>MAINKA (11)</b> 46:8;205:7,7,8,9,10, 13;206:23;207:2; 208:9;212:7</p>		

<p>134:4;138:5;163:23; 173:13;189:4;198:21; 207:18;214:5,6; 225:8,11;243:25; 246:15</p> <p><b>matters (16)</b> 47:14,16;49:2; 50:19;54:13;90:9; 100:1;129:19;170:4; 190:13;192:23; 224:17;225:2;232:1; 237:6,21</p> <p><b>MATTHEW (2)</b> 29:17;46:11</p> <p><b>maximize (1)</b> 245:13</p> <p><b>maximum (1)</b> 146:23</p> <p><b>may (50)</b> 53:1,18;55:11,12; 78:14;79:19;83:11; 92:25;103:13;104:13; 118:23;124:13;129:9, 10,13,16,19;131:22; 140:10;145:13;158:3; 160:9;162:22;169:15, 17;172:10,21,25; 182:8;183:13;187:9, 19,21;189:12,25; 194:1;197:21,21; 213:8;214:21;215:15; 219:18;236:23;238:5; 239:2,2,7,23,25; 241:14</p> <p><b>maybe (16)</b> 152:23;154:6; 160:8;167:4,4;169:9, 9;172:4;181:15; 184:10,16;198:7; 218:20;246:17,17; 247:13</p> <p><b>MCELROY (1)</b> 26:12</p> <p><b>MCKEE (1)</b> 13:8</p> <p><b>McKenzie (1)</b> 142:3</p> <p><b>McKesson (1)</b> 20:3</p> <p><b>McKinney (2)</b> 27:12;43:4</p> <p><b>MCNEIL (1)</b> 32:21</p> <p><b>MCNULTY (1)</b> 37:25</p> <p><b>MDL (1)</b> 211:22</p> <p><b>MEAGHER (6)</b> 4:2,11,20;5:2,10,18</p> <p><b>mean (6)</b> 99:17;123:25; 129:8;152:22;166:7; 175:12</p>	<p><b>meaning (3)</b> 105:22;124:7; 205:24</p> <p><b>meaningful (2)</b> 126:15;236:15</p> <p><b>means (5)</b> 52:2;120:17;175:9; 189:23;233:18</p> <p><b>meant (3)</b> 138:25;139:6;180:8</p> <p><b>mechanical (1)</b> 158:16</p> <p><b>mechanics (1)</b> 158:11</p> <p><b>mechanism (9)</b> 103:13;106:10,12, 19,22;107:12,14,23; 238:22</p> <p><b>mechanisms (2)</b> 106:9;157:25</p> <p><b>media (2)</b> 192:1,5</p> <p><b>mediate (1)</b> 178:20</p> <p><b>mediated (1)</b> 127:5</p> <p><b>mediation (31)</b> 99:4;121:5;126:12; 140:23;146:1,4; 148:9;152:19,21; 153:1,5,10;173:25; 174:2;175:19;193:12; 198:6;200:18,19; 204:13;206:2;234:19, 25;235:3,5,12,19,24; 247:2,5,6</p> <p><b>mediations (1)</b> 185:3</p> <p><b>mediator (11)</b> 48:5;92:10;120:9; 125:12;127:2;132:22; 146:8;149:9;159:12; 175:1;243:11</p> <p><b>medical (1)</b> 170:20</p> <p><b>meet (2)</b> 226:17;241:14</p> <p><b>meets (5)</b> 123:11;133:16; 144:7;193:22;226:21</p> <p><b>mega (4)</b> 184:9,10;186:5,22</p> <p><b>MEGAN (5)</b> 8:24;18:8;45:16; 125:4;211:3</p> <p><b>MEHRI (2)</b> 38:2,7</p> <p><b>MELAND (2)</b> 40:2;162:19</p> <p><b>MELISSA (1)</b> 17:25</p> <p><b>member (2)</b> 181:2,19</p>	<p><b>members (7)</b> 128:5;163:1; 171:19;181:17;183:4; 187:25;189:2</p> <p><b>memorandum (3)</b> 180:22;225:20; 231:24</p> <p><b>memorialize (1)</b> 216:10</p> <p><b>mention (4)</b> 140:15,17;175:11; 196:6</p> <p><b>mentioned (8)</b> 54:25;106:6; 107:15;116:7;134:20; 136:2;137:17;149:3</p> <p><b>Merck (1)</b> 33:14</p> <p><b>merely (1)</b> 207:24</p> <p><b>Meridian (1)</b> 182:6</p> <p><b>merit (12)</b> 189:10;227:2; 231:18;232:6;233:16; 236:7;237:9,24; 240:15;242:11,15,21</p> <p><b>merits (4)</b> 167:25;178:19; 188:24;226:11</p> <p><b>Mesh (15)</b> 41:3;49:25;104:19, 20;123:10;127:10; 144:1,16,21,24; 145:17;146:25;147:8, 13;211:21</p> <p><b>met (1)</b> 228:20</p> <p><b>method (2)</b> 112:2,4</p> <p><b>methods (1)</b> 112:1</p> <p><b>metrics (1)</b> 202:19</p> <p><b>MEZEI (1)</b> 22:8</p> <p><b>MICHAEL (12)</b> 9:9,11;12:11;36:15; 45:4;75:9,15;76:11; 77:17;79:9;149:16; 212:18</p> <p><b>MICHELLE (2)</b> 9:20;34:16</p> <p><b>Michelson (1)</b> 10:4</p> <p><b>midpoint (2)</b> 101:2;231:7</p> <p><b>might (13)</b> 47:18;52:4;103:22; 104:9;145:4,7; 156:15;158:24;200:3; 213:23;215:23; 221:16;243:13</p>	<p><b>migrated (1)</b> 213:3</p> <p><b>Mike (1)</b> 132:16</p> <p><b>MILBURN (1)</b> 43:20</p> <p><b>MILLER (2)</b> 14:10;45:12</p> <p><b>million (38)</b> 91:14;95:24,24; 96:9;98:2;101:22; 102:3,11,19;103:4; 104:18;108:8,16; 122:18;123:8,9; 126:17;135:13; 140:14,15;144:19; 146:24;147:2,4; 151:7;156:24;157:2; 164:22;168:18; 170:16;191:24,25; 203:6;206:8,17; 233:13;239:9,10</p> <p><b>millions (3)</b> 198:22,22;234:12</p> <p><b>MILLMAN (1)</b> 28:17</p> <p><b>mind (5)</b> 142:18;151:11; 153:15;156:2;173:2</p> <p><b>mindful (2)</b> 151:8;174:18</p> <p><b>minimize (1)</b> 137:24</p> <p><b>minimum (4)</b> 95:22,24;206:9,18</p> <p><b>minors (1)</b> 145:2</p> <p><b>minute (2)</b> 88:9;222:4</p> <p><b>minutes (4)</b> 53:25;171:15; 214:7;244:2</p> <p><b>miracle (2)</b> 174:6;200:22</p> <p><b>misplaces (1)</b> 240:20</p> <p><b>missed (4)</b> 187:9,12,19,21</p> <p><b>misspoke (1)</b> 178:5</p> <p><b>mistake (1)</b> 172:23</p> <p><b>misunderstand (1)</b> 204:2</p> <p><b>misunderstood (1)</b> 115:15</p> <p><b>Mitch (2)</b> 75:3;132:13</p> <p><b>MITCHELL (2)</b> 14:9;46:19</p> <p><b>mitigate (1)</b> 107:20</p> <p><b>modifications (3)</b> 126:20;221:19; 222:10</p> <p><b>modified (2)</b> 87:21;144:22</p> <p><b>modify (2)</b> 192:6;220:21</p> <p><b>moment (5)</b> 58:4;98:22;108:5; 109:21;128:10</p> <p><b>moments (1)</b> 70:4</p> <p><b>monetary (1)</b> 233:3</p> <p><b>money (23)</b> 99:19;135:7; 136:19,20,21;137:7, 19,22;140:13;142:11; 147:7;148:17;156:7; 157:14,20;170:16; 172:20;173:16;195:4; 196:17,21;198:24; 231:15</p> <p><b>monitor (1)</b> 136:3</p> <p><b>month (1)</b> 151:7</p> <p><b>monthly (3)</b> 70:7,21;202:12</p> <p><b>month-plus (1)</b> 126:11</p> <p><b>months (11)</b> 130:11;133:10; 134:21;146:6;151:5; 152:9,23;200:18,18; 215:7;235:3</p> <p><b>Montreal (2)</b> 40:6;163:8</p> <p><b>monumental (2)</b> 125:17;243:20</p> <p><b>more (28)</b> 87:3;98:21;112:25; 116:16;120:22;121:6; 126:6;154:11;165:1; 170:22;171:11; 173:16;181:22; 186:13,13;195:4; 196:12;201:19; 202:14;211:19;215:7; 224:2,5;227:7;234:2; 240:1;246:25,25</p> <p><b>Moreover (2)</b> 234:17;240:9</p> <p><b>Morgan (2)</b> 46:6;245:5</p> <p><b>morning (23)</b> 47:2,5;54:24;67:7; 71:4;72:2;75:1,2,5, 14;76:7;79:7,8;90:20, 21;161:12;162:18; 165:14;170:10; 179:21;185:24;186:5; 193:14</p> <p><b>Morowitz (3)</b></p>
---	---	--	---

<p>163:20;164:11; 177:23 <b>Morowitz's (1)</b> 164:7 <b>morphed (2)</b> 185:16,16 <b>morphine (1)</b> 163:6 <b>MORRIS (1)</b> 34:2 <b>MORTON (1)</b> 12:10 <b>Moshe (2)</b> 118:9;222:25 <b>MOSKOWITZ (1)</b> 27:2 <b>most (20)</b> 98:8;103:13; 132:25;134:1;139:9; 146:18;158:13; 166:16;168:21,23; 172:18;175:8;176:8; 179:13;180:10,11,14; 187:5;211:6;232:11 <b>mostly (1)</b> 164:22 <b>MOSTYN (1)</b> 44:16 <b>mother (2)</b> 210:10;215:8 <b>motion (19)</b> 47:7;50:20;80:11; 119:21;173:23; 177:18;180:6;184:15; 195:17;235:8,9; 243:1;244:16,18; 245:10,17,19,21; 251:9 <b>motions (4)</b> 99:16;179:22,24; 195:10 <b>Motorola (1)</b> 226:12 <b>MOUHOT (1)</b> 14:11 <b>move (28)</b> 52:6,7;53:25;54:10, 17;60:2;62:10;64:15; 66:15;69:3,23;70:11; 87:14;88:8,23;90:11; 101:18;104:24; 111:11;142:7;153:7; 154:23;159:20;160:4; 186:10;191:13; 197:16;199:3 <b>moved (2)</b> 49:21;156:23 <b>moving (11)</b> 67:24;92:11;93:19; 97:3;102:8;105:25; 126:3;153:16;184:17; 185:13;226:5 <b>much (40)</b></p>	<p>48:16;53:4;60:20; 63:1;71:22;75:18; 76:3;79:6;82:14; 84:18;90:14;92:8; 93:2;111:15;118:5; 125:19;137:9,19; 138:11;142:14; 148:11;155:9;156:1; 157:14;159:24;161:2; 166:12;188:6;190:23; 193:4;205:10;215:10; 243:7,22,23;246:8,25; 247:22;248:3,4 <b>multifaceted (1)</b> 111:20 <b>multiple (4)</b> 111:25;130:8; 200:1;235:10 <b>multiplier (5)</b> 107:13;138:14,15; 139:5,12 <b>multistate (2)</b> 151:25;155:13 <b>Multi-State (4)</b> 15:19;16:3;92:2; 203:25 <b>multitude (1)</b> 192:10 <b>MULVANEY (1)</b> 26:12 <b>Musicland (1)</b> 241:18 <b>must (10)</b> 121:13;163:1; 168:8,11;184:4; 205:22;226:9;227:17; 228:12;229:3 <b>Mutual (1)</b> 26:3 <b>MYERS (2)</b> 6:10;7:2</p>	<p><b>National (3)</b> 24:11;117:15,19 <b>nationality (1)</b> 173:18 <b>nature (9)</b> 56:21;107:23; 119:13;145:9;147:19; 148:14;154:6,13; 183:3 <b>NAZHEN (1)</b> 31:17 <b>near (4)</b> 127:3;128:8; 137:17;155:2 <b>nearly (3)</b> 91:22;151:13;202:7 <b>near-unanimous (1)</b> 91:20 <b>necessary (7)</b> 129:6;133:7;147:5; 149:2;179:24;222:15; 244:11 <b>need (31)</b> 50:1;84:4;90:2; 92:15;95:18;99:14, 14;105:23;122:4; 129:9,13,16;161:3,3, 20;166:16,16,17; 167:8;169:5;174:14; 181:8;190:25;218:1, 23;219:6;222:13; 243:24;244:14;245:3; 247:25 <b>needed (1)</b> 181:7 <b>needs (2)</b> 125:24;129:4 <b>negotiate (5)</b> 146:20;155:21; 181:15;218:15;219:5 <b>negotiated (22)</b> 95:6;107:14; 110:22;123:7;129:1; 130:5;131:19;137:13; 138:13;141:6,10,11; 147:15;154:20;156:2; 157:6,21;174:25; 220:5,5;230:18; 234:10 <b>negotiating (3)</b> 140:13;141:12; 190:6 <b>negotiation (1)</b> 99:4 <b>negotiations (9)</b> 120:7;130:9; 143:15;148:8;185:3; 225:25;234:18,25; 235:11 <b>NEIBURG (14)</b> 12:11;79:7,9,9,17, 19,22;80:6,8,13,16; 81:15;82:10,15</p>	<p><b>NEIFELD (1)</b> 46:10 <b>neither (2)</b> 172:16,16 <b>NERA (2)</b> 46:15;144:5 <b>net (5)</b> 135:14;140:15; 202:19,21;204:5 <b>New (58)</b> 5:12;6:5;8:16;9:5; 12:18;13:5;14:5; 15:13,21;16:5;19:6; 20:14;21:14;22:6; 23:5,21;24:5,15;25:5; 26:16;28:13;29:15; 31:6,14;32:5;33:6,16; 34:5;36:5,22;37:14; 40:16;41:6;42:6,13; 43:23,23;44:2,4,11; 93:14;95:21;96:2,10; 117:16;130:13; 131:11,11,15,16; 152:6;159:7;171:21; 184:1;198:14,20,24; 211:14 <b>Newark (1)</b> 43:15 <b>NewCo (1)</b> 220:9 <b>newly (3)</b> 93:4,9,11 <b>Newport (1)</b> 35:6 <b>news (2)</b> 47:23;247:16 <b>newspaper (1)</b> 192:3 <b>newspapers (1)</b> 185:9 <b>next (17)</b> 51:21;52:13;54:7; 60:22;63:3;65:5; 74:24;104:24;108:4; 120:15;121:10;122:3; 147:3,3;154:25; 158:16;203:17 <b>Nice (3)</b> 159:7,8;208:2 <b>NICHOLAS (4)</b> 10:9;19:9;32:7; 39:7 <b>Nick (2)</b> 214:16;246:21 <b>NICKOLAS (1)</b> 40:18 <b>NICOLE (3)</b> 8:23;26:18;125:4 <b>night (3)</b> 48:9;50:14;180:9 <b>NIKAN (1)</b> 45:15 <b>nine (3)</b></p>	<p>102:3;116:19;135:1 <b>nineteen (6)</b> 87:5,6;165:15; 168:17;175:6;230:22 <b>ninety (1)</b> 191:24 <b>ninety-five (2)</b> 116:22;193:11 <b>ninety-nine (3)</b> 91:22;116:23; 193:11 <b>NJ (3)</b> 15:5;23:13;43:15 <b>nobody (1)</b> 197:2 <b>nodding (1)</b> 247:15 <b>nominal (2)</b> 144:19;156:24 <b>nonbinding (1)</b> 230:22 <b>non-Canadian (1)</b> 104:3 <b>noncontinuing (1)</b> 105:20 <b>nondebtor (1)</b> 93:13 <b>nondebtors (1)</b> 93:21 <b>none (7)</b> 49:21;55:15;189:9, 10;195:9;230:24; 231:15 <b>Nonetheless (1)</b> 148:10 <b>nonfederal (1)</b> 101:20 <b>non-GUC (2)</b> 106:2,5 <b>nonindividuals (1)</b> 138:20 <b>non-notes (2)</b> 112:1,4 <b>nonopioid (4)</b> 125:22;126:5; 127:6;128:19 <b>nonopioids (2)</b> 140:8;141:4 <b>nonprejudiced (4)</b> 55:17;56:4,17;57:7 <b>non-Quebec (2)</b> 182:3;183:15 <b>nontax (1)</b> 95:12 <b>nontrust (1)</b> 103:13 <b>non-US (1)</b> 104:3 <b>Nope (1)</b> 155:8 <b>nor (2)</b> 55:16;172:16 <b>North (11)</b></p>
	<b>N</b>			
	<p><b>NA (3)</b> 19:3;45:13,16 <b>NAFTALIS (2)</b> 8:13;71:5 <b>name (15)</b> 58:9,11;61:3;63:9; 65:10;67:10,12;72:1; 75:12;80:1;181:22; 205:7,13;207:11,13 <b>named (1)</b> 127:13 <b>NAS (6)</b> 136:25;137:1; 138:21;140:25;141:2; 146:25 <b>NATAN (3)</b> 8:20;71:4;125:3 <b>NATHAN (1)</b> 46:9</p>			

<p>4:13;5:20;7:4,14; 12:4;20:4;30:13,14; 36:12;37:21;39:12</p> <p><b>Northeast (1)</b> 38:12</p> <p><b>Northwest (6)</b> 5:12;11:4,12;13:13, 21;38:4</p> <p><b>NORTON (1)</b> 20:10</p> <p><b>notably (3)</b> 106:24;116:18; 154:6</p> <p><b>note (18)</b> 97:14;98:4;103:8; 108:25;133:5;134:16; 141:20,21,25;142:3; 196:18;215:19;217:5; 221:7;224:4;225:24; 238:5;245:22</p> <p><b>noted (8)</b> 118:11;120:24; 147:17;211:10,15; 212:2;223:6,18</p> <p><b>notes (6)</b> 98:21;231:21; 232:3,15;236:18; 245:6</p> <p><b>notice (33)</b> 48:18,18,20; 117:11,15;127:20; 176:10,12;185:6,7,13; 186:15;187:1,5,11; 191:15,20;192:20,20; 193:8;220:1;236:11, 20;237:3,5,8,14,16, 19,20,23,25;239:6</p> <p><b>noticed (2)</b> 185:5;220:10</p> <p><b>notices (3)</b> 158:12;169:7; 192:10</p> <p><b>noticing (13)</b> 67:6,14;111:19,20; 117:25;134:22; 191:13,22;192:3; 193:7;220:15;236:13; 237:24</p> <p><b>notifications (1)</b> 168:15</p> <p><b>notify (1)</b> 219:24</p> <p><b>notwithstanding (3)</b> 228:22;242:8; 243:18</p> <p><b>November (1)</b> 190:4</p> <p><b>number (75)</b> 48:9,19;49:20; 50:20;51:1;53:3;59:8; 61:12,16;63:18,21; 65:17,21;68:8;72:14; 73:12;74:5;80:22;</p>	<p>85:14;86:5;87:3; 94:17;96:18;97:25; 100:9;102:7,17; 103:7,19;108:12; 112:9,12;113:3,15; 116:4;117:13,20; 118:17,19,19,20,21; 119:7,9,10,11,12,13, 14;132:15;141:1; 149:4;154:5;160:19; 162:22;163:3,13; 165:3,12;190:10; 195:21;199:5,20; 201:13;202:17,25; 203:14;204:15,20; 209:16;221:24; 225:11;235:4;245:14; 246:19</p> <p><b>numbers (7)</b> 70:2;98:10;140:16, 17,18;156:23;172:2</p> <p><b>numerous (4)</b> 95:6;143:15;146:7; 234:10</p> <p><b>NURNBERG (1)</b> 30:8</p> <p><b>NY (38)</b> 6:5;8:16;9:5;12:18; 13:5;14:5;15:13,21; 16:5;19:6;20:14; 21:14;22:6;23:5,21; 24:5,15;25:5;26:16; 27:5;28:13;29:15; 31:6,14;32:5;33:6,16; 34:5;36:5,22;37:14; 38:22;40:16;41:6; 42:6,15;44:4,11</p> <p><b>NYS (1)</b> 45:17</p>	<p>218:22;221:1;231:20; 232:10,11,12;233:2, 16;236:9;237:10; 238:1,24;240:21; 241:10;242:11,16</p> <p><b>objections (77)</b> 47:14,22,23,24; 48:1;49:4,12;50:8; 52:22;53:8,11,12,17, 20;70:9,11;74:6; 76:15;78:20;88:23; 97:1,6;109:7;110:8; 125:20;130:1,2,8; 131:24;160:5,8; 162:9;189:10;197:16; 199:5,8,9,10,19,22, 24;200:14;201:2,4; 202:12;204:11; 208:11;209:15,18,20, 21,23;211:8;213:20; 222:7;223:17,23; 224:5,9,10,24;225:1, 4,17;226:24,25;227:2, 6,12;231:19;232:2,7, 8;237:8;242:21,22,25</p> <p><b>objective (2)</b> 239:24;240:1</p> <p><b>objectives (3)</b> 121:8;135:12;144:7</p> <p><b>objector (2)</b> 50:9;207:10</p> <p><b>objectors (11)</b> 49:4;51:19;53:14, 21;191:6;201:3; 203:21;204:2,25; 208:14;210:14</p> <p><b>obligated (1)</b> 236:19</p> <p><b>obligation (1)</b> 181:11</p> <p><b>obligations (6)</b> 122:14;130:17,19; 131:22;206:13;230:7</p> <p><b>observations (1)</b> 224:25</p> <p><b>obstacles (1)</b> 119:21</p> <p><b>obtain (2)</b> 99:3;232:4</p> <p><b>obtained (3)</b> 99:2;165:22;166:21</p> <p><b>obtaining (2)</b> 176:19;218:5</p> <p><b>obviously (16)</b> 47:16;53:9;129:24; 130:4,6;131:23; 132:15;136:14;138:4; 141:24;146:18; 168:17;178:17;196:9; 212:13;244:10</p> <p><b>OCC (54)</b> 51:23;52:19,25; 53:16;55:15,16;56:3,</p>	<p>14,23;57:2,6;74:24; 75:5,15;77:16;78:17, 21;99:3,23;100:12; 102:13;107:4;113:24; 114:7;132:20;134:7; 136:15;140:13;166:4; 169:21,23,24;170:4; 175:21,25;176:16; 177:13,17;185:18; 194:1,7;195:23; 198:1,6;199:11; 203:24;209:11;210:8; 235:1,14,22,22; 242:13,19</p> <p><b>OCC's (1)</b> 138:3</p> <p><b>occurred (1)</b> 130:10</p> <p><b>occurs (2)</b> 53:1;56:12</p> <p><b>o'clock (2)</b> 161:19,24</p> <p><b>O'CONNEL (1)</b> 46:11</p> <p><b>off (4)</b> 48:3;166:7;175:12; 182:14</p> <p><b>offended (1)</b> 195:1</p> <p><b>offer (10)</b> 75:6;78:21;83:5,7, 13,20;89:22;96:4; 150:10;244:17</p> <p><b>offered (5)</b> 56:18;83:9;140:12; 206:6;235:21</p> <p><b>offering (8)</b> 98:17,18;108:9,11, 13,15;126:18;206:10</p> <p><b>offerings (3)</b> 98:16;122:15;245:6</p> <p><b>offers (3)</b> 77:17;204:14; 230:16</p> <p><b>Office (13)</b> 15:11;16:19;17:2, 10,19;18:11;33:2; 34:10;45:17;106:16; 107:1,16;159:6</p> <p><b>officer (2)</b> 60:23;61:6</p> <p><b>officers (3)</b> 105:15;119:14; 187:11</p> <p><b>OFFICES (3)</b> 37:19;38:10;185:17</p> <p><b>Official (19)</b> 8:14;13:3,12,20; 14:3,18;15:3;71:5; 72:4;73:18;74:16; 75:4;76:12;77:23; 79:3;106:15;132:10; 133:6;226:13</p>	<p><b>officially (1)</b> 207:17</p> <p><b>often (1)</b> 235:11</p> <p><b>oftentimes (1)</b> 134:9</p> <p><b>Oklahoma (1)</b> 196:12</p> <p><b>OLETTA (1)</b> 45:21</p> <p><b>O'MELVENY (2)</b> 6:10;7:2</p> <p><b>Once (11)</b> 53:15,25;94:11; 98:22;127:23;153:12; 185:23,24,25;192:11; 195:17</p> <p><b>One (92)</b> 6:4;14:4;15:4; 25:20;28:4;42:14; 47:14;48:3;50:19; 52:17;55:21;56:7; 57:17;58:18;67:25; 75:5;79:11,19;80:14; 86:15,18;88:7;93:17; 98:4,5,14,23;100:9; 105:4;107:24;112:1; 119:7;128:2,7; 129:15;130:1;132:1; 134:4,18;135:1,2,24; 137:6;139:10,25; 140:4;141:11,16,23; 142:1,18,21;144:13; 151:8;155:4;157:10; 158:24;159:20;165:8; 171:13,21;172:22; 175:23;176:8,9,24; 184:9,17;186:5; 187:8;190:2;198:6; 199:22,22;203:14; 207:3,3;208:18; 209:1,5;210:20; 215:19,21;217:5; 221:7;226:24;227:10; 243:14;245:2,22; 246:18;247:4</p> <p><b>O'NEIL (1)</b> 36:15</p> <p><b>ones (1)</b> 52:16</p> <p><b>one-size-fits-all (1)</b> 153:4</p> <p><b>ongoing (1)</b> 216:5</p> <p><b>online (1)</b> 192:4</p> <p><b>only (37)</b> 49:1;86:4,13;87:5; 90:3,3;116:25;117:2, 3,6;118:14;121:23; 125:17;128:20; 141:11;152:22; 156:12;160:18;</p>
--	---	--	---	--

<p>165:15;169:23; 173:14;174:9;177:16; 178:21;185:18; 195:16;198:12;202:2, 5;210:12;211:12; 215:7;220:10;225:10; 230:2;236:22;245:14</p> <p><b>onslaught (1)</b> 141:18</p> <p><b>Ontario (5)</b> 163:20;171:18; 179:22;238:11,16</p> <p><b>open (5)</b> 58:19;152:15; 153:15;158:25; 210:22</p> <p><b>opened (1)</b> 164:11</p> <p><b>opening (5)</b> 47:11;150:13,21; 160:20;191:20</p> <p><b>operate (2)</b> 56:21;136:5</p> <p><b>operated (1)</b> 163:8</p> <p><b>operating (8)</b> 70:7,22;91:17; 93:12;202:13,18; 226:14;236:18</p> <p><b>operation (1)</b> 187:14</p> <p><b>operational (1)</b> 122:19</p> <p><b>opiate (2)</b> 133:4,12</p> <p><b>Opioid (134)</b> 13:3,12,20;14:3,18; 15:3;34:20;35:3,14; 36:3,11,19;37:3,11, 20;38:3,11;49:2;75:4; 76:12;77:23;79:3; 91:25;101:20,24; 102:1,9,23;103:20; 104:19,20;107:5; 117:1;123:9;132:11; 133:13,22,25;134:3,8, 10,10,13,14,17;135:8, 15,19,19,21,23;136:8, 11,12,17,20;137:5,15; 138:8;141:17,19,23, 24;142:9;144:1,15,20, 24;145:18;146:24; 152:3;154:15;155:25; 156:13,19;163:4; 167:24,25;168:13; 170:11,12,15,24; 173:17;174:13,19,19; 175:6,22,23;176:4; 183:5,6;194:21,21,23; 195:1,4,14,24;196:4, 12,14;198:25;199:20; 200:9,10;201:4,9,23; 203:20,22;208:16,20;</p>	<p>211:18;212:4;230:8; 232:22;233:1,4,13; 234:11,23;235:17,21; 236:2,4;238:8,9; 239:12,16;240:19; 242:6,20</p> <p><b>opioid- (1)</b> 232:23</p> <p><b>opioid-related (3)</b> 97:14;103:21; 234:12</p> <p><b>opioids (7)</b> 140:8;141:3; 162:25;164:17; 165:14;168:19; 229:23</p> <p><b>opportunity (25)</b> 73:23;78:3;82:5; 110:4;127:22;144:18; 154:25;178:16,18; 180:8,10;181:15; 182:1;184:15,25; 185:3;187:5;205:13; 207:4,16;208:9; 209:25;210:22;220:1; 225:16</p> <p><b>oppose (3)</b> 164:12;179:23; 212:14</p> <p><b>opposed (1)</b> 103:1</p> <p><b>opposition (9)</b> 85:10;161:4,19; 173:12;236:17,22; 240:1,5;241:7</p> <p><b>opt (6)</b> 106:17;107:12; 138:9,25;139:3,6</p> <p><b>optimal (1)</b> 150:17</p> <p><b>optimistic (1)</b> 171:23</p> <p><b>opt-in (1)</b> 106:10</p> <p><b>opt-ins (1)</b> 138:8</p> <p><b>option (3)</b> 98:6;112:1;157:1</p> <p><b>options (2)</b> 98:5,9</p> <p><b>optout (1)</b> 139:15</p> <p><b>opt-out (3)</b> 106:12,18;107:12</p> <p><b>OptumRx (1)</b> 25:19</p> <p><b>oral (6)</b> 55:24;56:10,18; 89:19;162:6;191:5</p> <p><b>ORCHOWSKI (13)</b> 46:12;67:5,12,18, 21;68:4,11;69:2,4,9, 11,18,20</p>	<p><b>order (71)</b> 48:19;49:11;50:2,5; 51:4,24;52:19,20,25; 56:24;80:11;92:16; 96:24;97:2;108:12; 110:2;112:14,18; 121:15;122:8;125:14; 127:15;129:4,5; 130:13,18,22;131:12, 19;138:14;139:5; 144:22;145:20;148:1; 149:12;150:10; 152:15;161:22; 172:10,12,15;184:24; 192:25,25;213:22; 214:20;215:14,19,20; 216:19;218:8;219:1; 221:16;222:11,11,16; 232:25;239:4,4,6; 241:8,9;243:2,3,23; 245:21,23,23;246:4; 247:24,25</p> <p><b>ordered (1)</b> 173:24</p> <p><b>organizational (3)</b> 93:6,14;94:2</p> <p><b>original (1)</b> 113:16</p> <p><b>originally (1)</b> 140:14</p> <p><b>Ostrowski (1)</b> 68:3</p> <p><b>OSWALD (1)</b> 6:7</p> <p><b>others (10)</b> 149:7;157:8; 158:24,25;181:12; 189:6,20;198:8; 211:15;246:19</p> <p><b>otherwise (12)</b> 87:11;99:5;107:9; 110:8;113:13;115:6; 124:14;135:8;190:8; 201:15,15;234:16</p> <p><b>otherwise-released (1)</b> 107:21</p> <p><b>out (50)</b> 51:18;52:5;113:8; 133:16;135:6,12; 138:20;139:3;142:11; 150:12;151:10; 152:10;156:14; 157:15,21;161:14; 168:5,18;169:8; 170:7;171:3;173:1; 175:19,23,24,25; 176:16;177:1,17; 183:6;184:14;185:7, 19;186:18;190:5,10, 10;197:2;200:22; 202:19,21;204:15; 210:17;213:10; 218:15,21;219:5;</p>	<p>231:14;234:14;235:9</p> <p><b>outcome (3)</b> 92:6;99:15;150:18</p> <p><b>outlined (1)</b> 54:18</p> <p><b>out-of-court (1)</b> 234:13</p> <p><b>outreach (1)</b> 112:21</p> <p><b>outset (4)</b> 180:9;185:12; 200:4;214:21</p> <p><b>outside (2)</b> 126:3;134:2</p> <p><b>outstanding (4)</b> 201:22;216:4,6; 224:4</p> <p><b>over (48)</b> 54:20;58:2;82:23; 90:15;91:14,18; 93:14,20;94:3;98:6,7; 112:24;113:8;116:24; 117:1,2,5;121:3; 124:20;125:15; 126:11;128:24; 130:10;134:15,20,20, 24,24;140:24;146:6; 147:20,21;154:4; 157:18;168:17;185:9; 190:8;191:23;193:8; 199:10,13;201:21; 204:24;215:6;221:19; 229:20;230:19; 235:19</p> <p><b>overall (3)</b> 101:14;102:12; 144:14</p> <p><b>overhang (2)</b> 122:23;151:18</p> <p><b>overrule (9)</b> 145:23;180:12; 189:7;193:25;224:10; 225:2,3;232:11; 242:25</p> <p><b>overruled (2)</b> 180:15;191:12</p> <p><b>overrules (9)</b> 231:20;232:1,7,8; 236:9;238:1;242:11, 16,22</p> <p><b>oversee (1)</b> 94:11</p> <p><b>overseen (3)</b> 152:19;193:12; 204:13</p> <p><b>oversight (1)</b> 128:6</p> <p><b>overview (4)</b> 52:11;90:17;95:9; 104:24</p> <p><b>overwhelming (3)</b> 107:25;112:8;154:2</p> <p><b>overwhelmingly (6)</b></p>	<p>91:21;116:16; 125:23;136:13,16; 226:1</p> <p><b>owed (1)</b> 135:17</p> <p><b>OWENS (1)</b> 41:17</p> <p><b>own (15)</b> 91:12;95:18;133:7; 135:2,2;142:1;144:4; 147:25;153:1;155:16; 157:9;194:20;232:1; 237:11,15</p> <p><b>owned (2)</b> 94:24,25</p> <p><b>ownership (2)</b> 94:24;206:4</p>
<b>P</b>				
<p><b>PA (4)</b> 17:23;18:6;28:5; 38:10</p> <p><b>PACHMAN (1)</b> 46:13</p> <p><b>package (1)</b> 236:21</p> <p><b>packages (4)</b> 112:16,20;113:2,8</p> <p><b>page (6)</b> 77:1;93:11;208:24; 216:20;217:13;251:6</p> <p><b>pages (3)</b> 48:25;244:19,23</p> <p><b>paid (13)</b> 98:2;102:12; 135:16;144:19; 192:15;202:7;211:12; 212:3;218:15;232:22; 233:4,20;234:11</p> <p><b>paid-over-time (1)</b> 103:4</p> <p><b>Paladin (11)</b> 162:23;163:4,7,14; 172:1;181:23;198:18; 233:14;238:9,10,15</p> <p><b>PALANDECH (2)</b> 39:10,19</p> <p><b>paper (3)</b> 53:12;92:21;209:10</p> <p><b>papers (16)</b> 118:13;145:1; 159:19;165:19; 166:19;173:5,7; 180:9;182:18;190:3, 11;194:17;195:5; 196:9;201:16;227:24</p> <p><b>PAQUIN (2)</b> 40:2;162:20</p> <p><b>par (1)</b> 101:5</p> <p><b>paragraph (22)</b> 86:13;87:21;</p>				

<p>130:18,22;131:11,14; 164:3,5;216:18; 217:11;218:3;228:19; 230:12;231:2,23; 234:9;235:6,12,18,23; 236:17;238:24</p> <p><b>paragraphs (5)</b> 130:12;229:24; 233:2;236:22;240:5</p> <p><b>parallel (1)</b> 104:7</p> <p><b>paramount (1)</b> 119:10</p> <p><b>Parent (5)</b> 24:3;147:8,23; 148:1,16</p> <p><b>Park (3)</b> 9:4;14:4;23:20</p> <p><b>Parkway (2)</b> 23:12;37:4</p> <p><b>part (33)</b> 52:7;94:3;95:1; 97:25;98:8;100:20, 21;105:17;121:18; 122:12;127:24; 137:17;138:17,17; 139:18;140:4;141:17, 18;146:9;147:24; 156:25;157:7;159:23; 163:10,12;176:20; 182:11;206:1,18; 216:18;226:3,18; 235:21</p> <p><b>participate (5)</b> 51:19;55:23;56:9; 143:20;157:4</p> <p><b>participated (1)</b> 247:16</p> <p><b>participation (3)</b> 141:19;145:19; 157:5</p> <p><b>particular (8)</b> 49:13;106:25; 133:25;159:11; 184:12;188:2;214:23; 246:21</p> <p><b>particularly (3)</b> 193:7;203:13; 204:20</p> <p><b>parties (74)</b> 51:22;52:2,19,21; 53:1,3,7,16,18;55:1,2, 7,8;57:1;70:10;78:19; 89:23;92:7;99:10,18; 100:13;103:11; 105:12;106:6,15; 107:15,21;110:4; 119:11;120:6;121:6; 124:20;125:11; 126:11;127:1,21; 128:16,17;138:14; 141:1;143:1,20; 146:1,6,8;149:9;</p>	<p>151:12;152:6,11,19, 25;153:10,20,24; 158:22;160:13; 186:19;193:21; 197:10;200:2,16,19; 205:3;209:10,17; 226:4;229:25;230:23; 235:16,25;239:14; 241:2;243:9;247:12</p> <p><b>parties' (1)</b> 82:19</p> <p><b>parties-in-interest (3)</b> 96:24;109:5;117:10</p> <p><b>partner (1)</b> 65:11</p> <p><b>Partners (7)</b> 45:3,10,15;46:11; 65:6,11;132:13</p> <p><b>parts (7)</b> 159:9;181:4,5; 212:22;231:3;242:9, 10</p> <p><b>Party (25)</b> 30:3;55:17,18,19; 56:4,5,17,17,19,25; 57:7;65:1;82:20; 105:10;106:24;138:1, 7,8,24,25;152:25; 154:2;232:12,13; 240:9</p> <p><b>party-in-interest (2)</b> 172:17;184:24</p> <p><b>pass (1)</b> 156:7</p> <p><b>passed (1)</b> 192:24</p> <p><b>passing (1)</b> 149:22</p> <p><b>past (3)</b> 130:10;138:11; 153:25</p> <p><b>path (2)</b> 127:2;153:14</p> <p><b>PATTON (2)</b> 12:7;21:2</p> <p><b>PAUL (6)</b> 15:15;21:11;38:10, 15;47:6;82:17</p> <p><b>pause (8)</b> 82:20;90:4;105:6; 116:7;117:6;128:10; 137:4,10</p> <p><b>paves (1)</b> 127:2</p> <p><b>pay (4)</b> 146:22;148:19; 218:15;230:8</p> <p><b>payers (1)</b> 136:24</p> <p><b>paying (1)</b> 198:22</p> <p><b>payment (12)</b> 98:7;102:12;107:6,</p>	<p>8,11,23;122:13; 140:16;170:2;211:17, 23;233:6</p> <p><b>payments (11)</b> 96:3;98:6,20; 146:23;147:18,20; 198:17,17;201:9; 203:23;233:12</p> <p><b>PC (4)</b> 23:10;28:2;39:10, 19</p> <p><b>PEARLSTEIN (1)</b> 35:13</p> <p><b>Pecan (1)</b> 17:3</p> <p><b>pegged (1)</b> 140:18</p> <p><b>penalize (1)</b> 138:9</p> <p><b>pending (1)</b> 145:10</p> <p><b>Penn (1)</b> 6:4</p> <p><b>PENNA (1)</b> 4:16</p> <p><b>Pennsylvania (5)</b> 13:13;17:19,20; 22:13;36:12</p> <p><b>People (43)</b> 34:11;51:25;54:6; 134:5;139:21,24; 140:1;155:20,25; 156:12;160:9,19; 164:22;169:6;170:10, 17;172:4,24;173:5; 174:11,13,14;175:5,7; 176:12;181:20;185:4, 13;186:15;187:2; 188:2;194:14;196:25; 198:19;204:20;215:7; 218:14;219:24;220:1; 243:12,21;244:13; 246:20</p> <p><b>percent (14)</b> 91:23;95:20;96:10, 11;116:17,20,23; 121:6;139:10;191:24; 193:11;206:3;224:6; 230:3</p> <p><b>percentage (2)</b> 157:21;235:25</p> <p><b>Perdue (1)</b> 210:24</p> <p><b>Perfect (6)</b> 92:19;135:11; 138:7,10;195:3; 243:14</p> <p><b>perform (3)</b> 94:10;108:13; 110:12</p> <p><b>performed (2)</b> 94:12;231:11</p> <p><b>perhaps (6)</b></p>	<p>158:10;172:24; 185:25;191:10;196:7; 197:20</p> <p><b>PERI (1)</b> 46:9</p> <p><b>period (8)</b> 96:25;109:5; 127:20;142:1;147:12; 163:2,8;221:1</p> <p><b>periodically (1)</b> 54:5</p> <p><b>permissible (1)</b> 213:13</p> <p><b>permission (2)</b> 133:3;163:24</p> <p><b>permit (1)</b> 241:14</p> <p><b>permitted (5)</b> 195:16;205:25; 206:5;238:21;239:21</p> <p><b>PERRY (1)</b> 39:25</p> <p><b>person (1)</b> 181:16</p> <p><b>personal (27)</b> 127:10,11;136:25; 144:16,23;145:8,10; 163:25;170:15; 174:19;175:22;176:4; 192:14;198:25;199:6; 208:16,19;211:21; 232:9;233:4,13; 234:23;237:8;239:16; 242:6,14,19</p> <p><b>personally (2)</b> 191:17;200:10</p> <p><b>perspective (20)</b> 91:14;98:25;99:1, 12;107:17;126:7; 131:18;151:9,22; 157:9;158:16;161:13; 164:16;169:15;170:8; 180:2,24;188:24; 222:15;227:3</p> <p><b>perspectives (2)</b> 99:11;153:3</p> <p><b>PETER (1)</b> 33:8</p> <p><b>Pfizer (1)</b> 38:19</p> <p><b>Ph (4)</b> 20:12;127:9;158:6; 171:14</p> <p><b>Pharma (2)</b> 21:3;43:3</p> <p><b>Pharmaceutical (2)</b> 19:14;162:23</p> <p><b>Pharmaceuticals (3)</b> 20:11;22:3;61:6</p> <p><b>pharmacies (3)</b> 103:18;216:16,25</p> <p><b>phase (1)</b> 90:24</p>	<p><b>phases (1)</b> 109:2</p> <p><b>PHILADELPHIA (3)</b> 18:2,3,6</p> <p><b>PHILIP (1)</b> 25:7</p> <p><b>PHILLIPS (1)</b> 40:12</p> <p><b>phone (1)</b> 222:14</p> <p><b>physicians (1)</b> 136:25</p> <p><b>PI (23)</b> 113:10;117:1; 134:12;137:1;146:19, 20,21,22,22,24,25,25; 148:3,4,19,19,20; 183:5;196:10,18,21; 239:12;240:18</p> <p><b>pick (1)</b> 161:19</p> <p><b>PICKERING (2)</b> 25:2,10</p> <p><b>picture (1)</b> 151:16</p> <p><b>piece (1)</b> 203:17</p> <p><b>pieces (2)</b> 53:12;209:9</p> <p><b>PILLSBURY (2)</b> 15:18;155:16</p> <p><b>Pilsbury (1)</b> 155:12</p> <p><b>Pine (1)</b> 14:19</p> <p><b>PINSENT (1)</b> 46:14</p> <p><b>PIs (7)</b> 138:21;139:9,11; 195:25;196:8,9;210:9</p> <p><b>PITTMAN (2)</b> 15:18;155:13</p> <p><b>Pittsburgh (1)</b> 28:5</p> <p><b>PJT (11)</b> 45:3,10;46:11;65:6, 11;203:3;230:10,11, 19,20;231:2</p> <p><b>Place (8)</b> 26:4;28:4;94:11; 100:4;104:7;154:24; 157:25;218:23</p> <p><b>placed (2)</b> 80:9;189:13</p> <p><b>plain (1)</b> 237:13</p> <p><b>plainly (1)</b> 229:12</p> <p><b>Plains (1)</b> 27:5</p> <p><b>Plaintiff (51)</b> 40:3;47:24,25;49:3; 52:3,23;55:3;82:24;</p>
---	---	---	---	---

<p>83:17;89:14;162:20; 164:8,12;168:25,25; 169:2,19;172:16; 178:12;179:14; 232:14,19;233:3,8; 234:15,24;236:10,12, 24;237:4,4,7,10,13, 16;238:1,2,6,19; 239:1,6,8,19;240:20; 241:5,7,16,22,25; 242:13,22</p> <p><b>plaintiffs (9)</b> 50:8;53:6;83:1; 85:11;133:5;183:14; 198:8;238:19;239:17</p> <p><b>plaintiffs' (2)</b> 165:6,6</p> <p><b>plaintiff's (11)</b> 83:5,23;87:24;89:8; 162:9;197:13;233:2; 236:7,17;237:22; 239:11</p> <p><b>plan (311)</b> 47:8,9;51:1,9; 52:12;54:3;55:1,8,14, 18;56:2,22,22;57:5; 59:6,11;61:15;63:20, 25;65:19,25;68:7,13; 72:14,21;76:13; 80:20,25;82:12; 85:12;90:17,17;91:1, 4,5,9,10,15,16,20,21, 22;92:5,11,13;93:3; 94:5,10,17,21;95:5, 11;96:17,21;98:1; 101:9,19;102:6,16; 103:4,7,24;104:23,25; 105:3,8,11;106:1,10, 12;107:9,25;108:8; 111:10,12,19;112:3, 15;113:22;115:10; 116:16,18,21;117:10, 21;118:1,13,18;119:2, 15,19;120:3,12,16,19, 22,23,25;121:2,7,7, 13,13;122:2,3,14; 123:11,14,14,15,17, 19,20;124:5,11,21; 125:14,22,23;126:4, 22,24,25;127:14,21, 24;129:2,11;130:14, 16,20,23,25;131:10, 12,19;132:3,25; 135:11,18,22;136:13, 15;138:4,6;139:7; 142:7,10;143:14; 144:5,16;146:12,14, 15,16,17,18;147:24; 148:2,23;149:2,5; 150:1,14,15,19; 151:14;153:13,16,22, 25,25;154:8,10,12,13, 22;155:5;157:6,7,11;</p>	<p>158:19,23;159:9,22, 23;164:10,15,15; 165:7,11;166:13; 167:7;173:11;175:9, 14;178:12,17,18; 181:24;182:11; 185:16;186:1;187:14, 17;193:16,17,22; 199:19;200:6,8,12,16, 17,17;201:7,11,13,14, 19;203:12;204:12,22; 205:21;206:2,6,6; 207:1,25;208:6,7; 209:18;211:18;212:5, 13;213:3,4,9,20; 216:1;217:1;222:5,5; 223:5,14;224:3,6,7, 25;225:14,17,18,19, 22,24;226:2,3,9,18, 20;227:1,12,13,13,13, 18,19;228:8,12,13,15, 15,20,21,21,23,25; 229:1,6,10,13,14; 230:9;232:14,17,19; 233:5,9,17,20,21,21, 25;234:3,4,18,20,25; 236:8;237:18,24; 239:3,11;240:12,18; 241:10,22;242:24; 243:1,1;245:1</p> <p><b>PLANCICH (1)</b> 46:15</p> <p><b>planet (1)</b> 184:7</p> <p><b>planned (1)</b> 111:10</p> <p><b>planning (1)</b> 199:21</p> <p><b>plans (1)</b> 227:16</p> <p><b>plan's (5)</b> 122:24;130:8; 131:14;144:6;233:10</p> <p><b>plausible (1)</b> 213:6</p> <p><b>play (3)</b> 106:10;151:20; 214:22</p> <p><b>played (1)</b> 105:13</p> <p><b>playing (1)</b> 238:22</p> <p><b>Plaza (3)</b> 6:4;25:20;35:15</p> <p><b>plc (10)</b> 45:5,9;59:7;61:15; 63:20;65:20;68:8; 76:14;80:20;217:2</p> <p><b>plea (2)</b> 97:22;141:20</p> <p><b>pleadings (1)</b> 173:21</p> <p><b>please (31)</b></p>	<p>47:4;58:4,6,9,9; 60:25;61:3,4;63:8,17; 65:9,17;67:10;71:10, 23,25;75:13;77:1; 79:21,25;84:21; 86:19,23;93:1; 118:24;162:18;166:8; 194:8;205:6;207:12; 214:13</p> <p><b>pleased (1)</b> 132:2</p> <p><b>pleases (3)</b> 90:23;104:23; 111:11</p> <p><b>pleasure (1)</b> 243:16</p> <p><b>plight (1)</b> 174:18</p> <p><b>PLLC (5)</b> 16:11;31:2,3;38:2; 42:11</p> <p><b>plus (1)</b> 96:11</p> <p><b>pm (5)</b> 161:25,25;214:12, 12;248:5</p> <p><b>podium (8)</b> 54:20;71:1;82:23; 90:15;118:4;124:15; 155:7;204:24</p> <p><b>point (44)</b> 49:1;55:2;71:1; 88:7;92:12;100:6; 101:15;107:24; 110:10;124:19; 125:18;126:13;135:6, 10,24;136:11;141:14; 142:21;146:3;151:4; 160:4;167:5,5,19,19; 168:5;169:3,8,12,14; 174:12;176:3;178:9; 184:11;185:19; 188:25;196:18; 202:12;213:21,24; 215:21;218:1;231:16; 247:2</p> <p><b>pointed (5)</b> 152:10;190:10,10; 204:15;213:10</p> <p><b>pointing (1)</b> 138:20</p> <p><b>points (12)</b> 100:19,24;101:11; 130:15;133:1;191:14; 195:7;197:24;200:1; 201:16;204:12;211:6</p> <p><b>policies (4)</b> 96:14;105:24; 130:18;131:22</p> <p><b>political (4)</b> 136:22;156:8; 158:2,4</p> <p><b>PONZI (2)</b></p>	<p>39:10,19</p> <p><b>pool (1)</b> 211:25</p> <p><b>populated (1)</b> 136:10</p> <p><b>population (6)</b> 154:4;164:21; 165:5;168:13,18; 176:5</p> <p><b>portended (1)</b> 152:17</p> <p><b>PORTER (3)</b> 14:12;30:2;132:13</p> <p><b>portion (14)</b> 51:9,20;52:10; 53:22,24;70:25; 89:21;92:13;94:25; 108:24;140:25; 144:18;214:5;247:3</p> <p><b>portions (2)</b> 220:22;231:22</p> <p><b>position (6)</b> 56:17;138:3; 159:11;178:19; 237:20;243:4</p> <p><b>positioning (1)</b> 234:22</p> <p><b>positions (1)</b> 225:21</p> <p><b>possible (7)</b> 47:10;53:5;133:19; 151:11;158:9;200:23; 202:9</p> <p><b>post (1)</b> 136:4</p> <p><b>post- (1)</b> 187:14</p> <p><b>post-bankruptcy (1)</b> 131:23</p> <p><b>post-confirmation (2)</b> 96:21;187:11</p> <p><b>post-emergence (15)</b> 91:13;93:6;94:10, 23;95:4,19,25;96:12; 103:25;105:16; 122:10,13,18,22; 129:3</p> <p><b>post-petition (1)</b> 203:3</p> <p><b>pot (1)</b> 170:16</p> <p><b>potential (18)</b> 95:21;100:24; 103:9;107:20;122:24; 123:2,8,10;152:16; 156:14;165:24;174:8; 176:19;195:22; 229:21;230:19; 234:10;245:14</p> <p><b>potentially (4)</b> 96:11;126:9; 133:23;196:10</p> <p><b>POTTER (1)</b></p>	<p>32:13</p> <p><b>powerful (1)</b> 238:24</p> <p><b>PowerPoint (2)</b> 92:12,16</p> <p><b>PP-18 (1)</b> 163:3</p> <p><b>PP-1B (1)</b> 163:12</p> <p><b>PPG (1)</b> 28:4</p> <p><b>practice (1)</b> 137:11</p> <p><b>pre- (1)</b> 206:1</p> <p><b>pre-bankruptcy (2)</b> 135:18;141:25</p> <p><b>precise (1)</b> 216:4</p> <p><b>precluded (2)</b> 192:21,24</p> <p><b>predestined (1)</b> 151:15</p> <p><b>predetermining (1)</b> 131:21</p> <p><b>pre-emergence (1)</b> 93:5</p> <p><b>PREIS (23)</b> 14:13;132:9,9; 133:3,9;141:8; 142:15;157:12; 174:15,16;194:5,6,6, 9,11,13,16;197:7; 210:6,7,7,20;211:2</p> <p><b>prejudice (3)</b> 55:9;131:25;240:9</p> <p><b>prejudiced (2)</b> 55:19;56:5</p> <p><b>prejudices (1)</b> 171:6</p> <p><b>prejudicial (2)</b> 193:3;195:24</p> <p><b>preliminary (4)</b> 90:24;109:2;134:4; 220:25</p> <p><b>pre-paid (1)</b> 233:14</p> <p><b>preparation (1)</b> 111:23</p> <p><b>prepared (18)</b> 48:8;49:11;50:4; 52:16;54:17;83:10; 96:22;111:22,24; 121:17;122:9;151:23; 153:7;201:11;219:4, 7;222:5;243:21</p> <p><b>prepayment (4)</b> 98:6,8;157:1,8</p> <p><b>pre-payment (3)</b> 203:21,23;204:1</p> <p><b>pre-petition (5)</b> 119:23;121:24; 122:23;131:17;228:4</p>
--	--	---	---	--

<p><b>pre-planned (1)</b> 206:4</p> <p><b>preponderance (1)</b> 226:20</p> <p><b>prerequisites (1)</b> 241:15</p> <p><b>prescribed (1)</b> 238:9</p> <p><b>PRESENT (15)</b> 45:2;46:2;54:21; 90:25;135:14;140:15; 144:2;145:17;148:12, 20;163:2;171:11; 180:2;204:5;235:17</p> <p><b>presentation (9)</b> 55:21;56:7;70:25; 71:2;92:12;111:12, 14;162:6;225:8</p> <p><b>presentations (2)</b> 82:19;153:2</p> <p><b>presenting (1)</b> 171:4</p> <p><b>presents (1)</b> 148:8</p> <p><b>preserved (3)</b> 91:8;130:19;156:22</p> <p><b>preserves (1)</b> 240:18</p> <p><b>press (2)</b> 160:5;192:4</p> <p><b>pretty (3)</b> 48:1;125:17;152:4</p> <p><b>prevailed (1)</b> 126:12</p> <p><b>prevent (1)</b> 55:8</p> <p><b>prevented (1)</b> 176:9</p> <p><b>prevents (1)</b> 131:13</p> <p><b>preview (1)</b> 166:8</p> <p><b>reviewed (1)</b> 130:3</p> <p><b>previous (1)</b> 210:13</p> <p><b>previously (5)</b> 70:2,7,9;103:17; 223:2</p> <p><b>price (3)</b> 127:9,10;211:22</p> <p><b>primarily (5)</b> 106:11,12;156:19; 158:15;229:23</p> <p><b>primary (4)</b> 98:19;133:11,18; 164:1</p> <p><b>principal (1)</b> 75:16</p> <p><b>principle (2)</b> 191:1;235:15</p> <p><b>principled (1)</b> 167:9</p>	<p><b>principles (1)</b> 151:9</p> <p><b>prior (15)</b> 67:23;85:20;114:1; 125:20;134:17;137:9; 154:15;192:5;206:5, 19;216:3,9;220:16; 223:19;230:9</p> <p><b>priority (13)</b> 95:12;97:17;124:6; 202:3,4,10;205:17,19; 207:22;211:11;212:5; 213:4;229:11</p> <p><b>private (12)</b> 57:3;123:9;133:25; 136:23;137:8;140:6, 7,10,24;235:17,21; 236:2</p> <p><b>privates (3)</b> 140:12,19,21</p> <p><b>privilege (1)</b> 150:7</p> <p><b>privileges (1)</b> 92:15</p> <p><b>pro (26)</b> 47:25;49:4;50:8; 51:19;52:4;53:7,14, 17,20,21;114:3; 139:22;162:5;179:22; 180:6,12;197:16; 199:10,20;200:14; 201:2;204:25;205:3; 207:9;210:9;224:24</p> <p><b>proactively (2)</b> 138:25;139:8</p> <p><b>probability (1)</b> 119:8</p> <p><b>probably (5)</b> 98:25;114:20; 170:19;177:13; 222:11</p> <p><b>problem (15)</b> 161:2;162:17,17; 168:25;169:10;170:7, 22;175:6;186:11,12; 218:13,14,17;219:4, 25</p> <p><b>problematic (1)</b> 169:18</p> <p><b>problems (3)</b> 166:11;169:25; 174:14</p> <p><b>procedural (1)</b> 163:23</p> <p><b>procedure (2)</b> 184:6;241:14</p> <p><b>procedures (11)</b> 113:7;117:11; 136:19;137:2;145:14, 24;150:11;188:1; 203:2;206:1;230:17</p> <p><b>proceed (7)</b> 51:11;83:11,13; 145:16;161:23; 167:24;238:15</p> <p><b>proceeding (6)</b> 56:6,16;63:12; 176:14;238:6,13</p> <p><b>proceedings (11)</b> 143:24;152:8; 163:15,16,22;165:16; 191:16;236:25; 238:16;239:25;248:5</p> <p><b>proceeds (9)</b> 96:1,14;98:15,16; 108:10;122:15,15; 128:14;188:12</p> <p><b>process (77)</b> 52:14;94:11;96:22; 98:15,22;101:1,16; 104:7,11;108:17,21; 109:1;110:2,7,18,19, 23;111:1,12,20,24; 112:22;118:12; 120:22;126:3;127:19; 131:9;144:23;145:15, 16,19;146:10;148:25; 150:24;153:4,17,21; 157:20;168:15;171:3; 172:3;175:19;178:8; 179:16,17,25;181:23; 183:25;184:8,17; 185:4,6,8,14;187:25; 193:16;198:1,5; 203:4,8;204:18; 215:2;217:7,21,23; 219:13;220:12,16,24; 230:11,16;231:11,17; 233:21;234:3;237:1; 238:24</p> <p><b>processes (1)</b> 164:8</p> <p><b>processing (1)</b> 148:4</p> <p><b>produced (1)</b> 183:7</p> <p><b>product (9)</b> 91:10;106:14; 119:15;148:7;156:13; 190:17;225:25; 234:18;243:10</p> <p><b>products (6)</b> 91:7;128:13;144:1; 163:5,5;233:1</p> <p><b>professionals (3)</b> 136:14;153:24; 154:18</p> <p><b>proffer (1)</b> 90:5</p> <p><b>profile (2)</b> 94:22;151:17</p> <p><b>profit (1)</b> 233:1</p> <p><b>profitable (1)</b> 163:10</p> <p><b>program (1)</b> 193:7</p>	<p><b>programs (4)</b> 102:1,24;134:23; 236:13</p> <p><b>progress (1)</b> 193:4</p> <p><b>progression (1)</b> 54:6</p> <p><b>project (2)</b> 92:16;232:21</p> <p><b>projections (6)</b> 122:9,11,17; 147:24,25;223:15</p> <p><b>prompt (1)</b> 132:4</p> <p><b>proof (23)</b> 86:6;122:7;134:22; 170:21;171:18,19; 176:6;177:12;181:10; 192:15;195:11,18; 238:3;239:1,2,9,23; 240:7,10,12,17; 241:15,21</p> <p><b>proofs (15)</b> 87:1,4;141:22; 143:21;170:15;171:9; 192:21;201:25;202:2; 229:25;230:3;239:14; 240:2;241:2,12</p> <p><b>proper (1)</b> 245:12</p> <p><b>properly (4)</b> 123:4;145:25; 169:21;209:14</p> <p><b>property (3)</b> 150:25;227:20; 229:6</p> <p><b>proponent (1)</b> 228:21</p> <p><b>proposal (2)</b> 147:15;207:21</p> <p><b>proposals (1)</b> 235:4</p> <p><b>propose (1)</b> 51:11</p> <p><b>proposed (26)</b> 47:8;54:13;109:17; 120:17,19,25;126:4; 135:23;145:16,20; 148:23;164:9,15; 165:7;179:6;204:13; 205:21;223:13; 226:15;232:14,17,20; 233:18,21;236:8,25</p> <p><b>proposition (2)</b> 189:19;240:4</p> <p><b>prospect (1)</b> 153:12</p> <p><b>prospective (1)</b> 156:18</p> <p><b>protect (1)</b> 179:12</p> <p><b>protection (1)</b> 96:3</p>	<p><b>protocols (2)</b> 137:13,17</p> <p><b>prototypical (1)</b> 191:11</p> <p><b>protracted (1)</b> 119:10</p> <p><b>provide (12)</b> 95:9;107:7,18; 109:4;120:1;144:9; 218:23;236:11; 238:22;241:23;243:2; 245:8</p> <p><b>provided (14)</b> 56:20;130:20; 144:10,17,20;178:22, 23;203:7;206:18; 230:15;236:21,21; 237:2,3</p> <p><b>provides (15)</b> 91:4,16;102:23; 103:5;121:7;123:11; 144:7;216:2;218:3; 223:10;228:11,18; 232:16;242:1,2</p> <p><b>providing (10)</b> 78:19;106:4,5; 123:7;126:15;205:15, 18;219:17;232:10; 238:23</p> <p><b>Province (9)</b> 40:14;45:4;75:16; 132:19,19;162:25; 164:17;238:8;241:24</p> <p><b>provinces (5)</b> 92:3;103:2,3,9; 136:23</p> <p><b>proving (1)</b> 181:4</p> <p><b>provision (4)</b> 105:11;149:1; 205:22;229:10</p> <p><b>provisions (12)</b> 94:20;108:23; 118:15;119:4;129:2, 13;145:21;187:14; 212:24;225:23; 240:23;242:25</p> <p><b>proximate (1)</b> 181:8</p> <p><b>proxy (1)</b> 101:11</p> <p><b>PSA (1)</b> 94:18</p> <p><b>public (22)</b> 57:3;92:4;101:20; 102:18,20;110:3; 133:15;134:3,13,14; 136:22,23;140:6,9,11; 152:3;194:20;203:3; 220:15;230:10; 231:11;234:11</p> <p><b>publication (1)</b></p>
--	--	---	--

<p>117:20  <b>publicly (1)</b>                  156:12  <b>publics (1)</b>                  140:19  <b>publish (1)</b>                  117:14  <b>punitive (3)</b>                  190:18,19;239:10  <b>purchase (5)</b>                  80:11;93:15;94:16;                  212:21,24  <b>purchaser (15)</b>                  93:5,10,14;95:3,21;                  96:10;147:8,14,22;                  148:1,16;198:20;                  207:21,23,25  <b>Purdue (11)</b>                  133:20;134:17;                  135:24;137:9,18,20;                  139:16;140:20,22;                  195:20;236:5  <b>purport (1)</b>                  195:12  <b>purported (1)</b>                  189:2  <b>purportedly (1)</b>                  190:11  <b>purpose (7)</b>                  95:9;104:8;105:24;                  142:6;170:1;214:19;                  232:21  <b>purposes (11)</b>                  48:21;49:18;52:3;                  123:20;152:3;156:4;                  166:20;172:14;                  180:13;239:15;241:3  <b>Pursuant (8)</b>                  98:1;112:2,5;                  116:21;163:16;203:1;                  227:13;228:17  <b>pursue (2)</b>                  128:13;129:4  <b>pursued (1)</b>                  165:20  <b>pursuing (4)</b>                  143:16;151:23;                  153:17;230:9  <b>pursuit (2)</b>                  128:24;129:14  <b>push (1)</b>                  158:8  <b>put (18)</b>                  52:4;55:9;57:11;                  79:19;86:12;94:10;                  99:25;111:1;125:16;                  161:3;168:14;174:12;                  183:1;189:25;196:9;                  201:12;205:10;                  237:20  <b>putative (3)</b>                  171:19;181:2;                  195:12</p>	<p><b>putting (3)</b>                  51:22;211:18;                  218:22  <b>pyrrhic (1)</b>                  171:3</p> <p style="text-align: center;"><b>Q</b></p> <p><b>QP-1E (1)</b>                  164:6  <b>QP-6 (1)</b>                  171:16  <b>qualified (2)</b>                  157:17,19  <b>qualify (1)</b>                  115:23  <b>quantum (1)</b>                  145:9  <b>Quay (1)</b>                  7:14  <b>Quebec (113)</b>                  40:3,6;47:23,25;                  49:3;50:8;52:3,23;                  53:6;55:2;82:24;83:1,                  5,16;85:11;87:3,6,6,                  24;89:8,14;162:20,22,                  25;163:1,5,23;164:8,                  12,16,18,19;165:1,4,                  4,5,21;167:17,19;                  168:2,8,15,24,25;                  169:2,2;170:20;                  171:1,20;172:16;                  173:16;175:5;176:18;                  178:12;179:11,13,25;                  181:4;183:13;189:23;                  190:11;194:25;                  195:10;196:9;197:11,                  13;198:2,10;232:13,                  19;233:1,15;234:15,                  24;236:7,10,12,16,18,                  24;237:4,4,7,9,10,13,                  16,22;238:1,2,6,7,8,                  13,18,19,19;239:1,6,                  8,11,17,19;240:10,20;                  241:7,16,22,24,25;                  242:8,15,22  <b>Quebecers (5)</b>                  168:8;171:7;                  178:24;179:7;188:21  <b>Quebeckers (4)</b>                  86:6;87:3;168:11;                  236:19  <b>QUEBEC'S (1)</b>                  251:2  <b>quick (2)</b>                  142:18;157:20  <b>quickly (8)</b>                  49:7;95:8;130:3,7;                  133:19;142:11,17;                  158:9  <b>Quigley (1)</b>                  189:17  <b>QUINN (1)</b></p>	<p>22:19  <b>quite (3)</b>                  151:6;164:25;                  210:17  <b>QUSBA (1)</b>                  32:10</p> <p style="text-align: center;"><b>R</b></p> <p><b>R3M (1)</b>                  41:2  <b>RACHAEL (2)</b>                  8:22;125:1  <b>radio (1)</b>                  185:9  <b>RAHMAN (1)</b>                  31:17  <b>raise (11)</b>                  58:6;60:25;67:7;                  71:23;75:19;84:21;                  108:19;135:5,10;                  193:2;199:23  <b>raised (10)</b>                  108:18;131:8;                  145:13,25;151:2;                  153:3;201:5;203:21;                  231:22;237:6  <b>raises (1)</b>                  201:12  <b>rang (1)</b>                  166:25  <b>range (5)</b>                  100:23;101:3,7,12;                  231:4  <b>rapid (1)</b>                  121:21  <b>rapidly (1)</b>                  151:10  <b>rates (1)</b>                  170:24  <b>rather (2)</b>                  129:17;198:24  <b>rational (1)</b>                  240:7  <b>RAWLINGS (1)</b>                  37:2  <b>RAY (4)</b>                  45:14;63:4,10,19  <b>re (5)</b>                  211:13;226:13;                  233:24;234:4;241:18  <b>reach (7)</b>                  149:10;159:12;                  175:24,25;210:17;                  226:5;243:9  <b>reached (23)</b>                  95:6,10;96:6;99:13;                  102:9;120:8;121:4;                  146:11;151:25;                  153:20,22;170:6;                  175:19,23;177:1;                  179:20;189:4;191:24;                  197:2;221:21;222:1;</p>	<p>235:9,16  <b>reaches (1)</b>                  182:9  <b>reaching (1)</b>                  176:16  <b>reachouts (1)</b>                  134:23  <b>read (10)</b>                  55:6,10;165:19;                  166:18,19;173:20,21,                  21;215:16;216:23  <b>ready (1)</b>                  219:14  <b>reaffirm (1)</b>                  57:21  <b>real (1)</b>                  170:8  <b>realistic (1)</b>                  179:19  <b>reality (2)</b>                  179:11;195:6  <b>realized (1)</b>                  169:24  <b>realizing (1)</b>                  132:5  <b>really (33)</b>                  53:24;95:18;104:6;                  127:18;134:11;137:9;                  143:16;146:17;148:7;                  149:9;160:12;170:5,                  9,12;177:14;184:22;                  186:21;189:23;190:7,                  20,22;191:9,19;                  192:18;193:18;204:5;                  215:4;217:11;220:6;                  226:24;227:8;247:3,6  <b>reason (11)</b>                  104:5;140:16,17;                  164:19;166:17;167:2;                  173:19;186:12;198:3;                  204:18;210:12  <b>reasonable (6)</b>                  121:19;122:6;                  136:20;148:24;                  175:20;206:17  <b>reasonableness (2)</b>                  182:7,10  <b>reasonably (2)</b>                  154:14;230:25  <b>reasons (7)</b>                  143:21;159:18;                  163:21;223:24,25;                  224:8;232:15  <b>rebuttal (5)</b>                  53:5,21;197:16,18,                  20  <b>recall (3)</b>                  140:10;182:17;                  213:23  <b>receipt (1)</b>                  230:22  <b>receivables (1)</b>                  202:20</p>	<p><b>receive (35)</b>                  78:19;95:16,20,21;                  96:1,13;101:22,25;                  102:2;103:3,23;                  104:12;107:6,9;                  112:3;113:17,21;                  121:13,14,24;122:1;                  146:20,23;188:22;                  203:8;204:17;211:12;                  212:5;227:18,21;                  228:5,7;229:5;                  235:25;236:15  <b>received (37)</b>                  57:12;60:8;62:17;                  64:23;66:22;69:12;                  70:19,22;73:17;                  74:16;77:22;79:2;                  81:23;87:23;89:8;                  113:8,20;114:3;                  116:1,5;117:5;147:9,                  13;192:9;199:5,19;                  201:1,5;231:3;                  236:20,24;237:4,14,                  16,19;239:6;244:24  <b>receives (2)</b>                  107:10;147:1  <b>receiving (12)</b>                  95:18;101:10,11;                  123:19;124:1,5,8,11;                  136:21;148:13;                  211:16;229:13  <b>recent (1)</b>                  165:1  <b>recently (4)</b>                  87:2;127:24;130:2;                  192:11  <b>recess (7)</b>                  161:16,21,23,25;                  213:24;214:2,12  <b>recipient (1)</b>                  131:16  <b>recipients (2)</b>                  236:14,16  <b>reclassified (1)</b>                  207:20  <b>recognition (2)</b>                  164:13;238:11  <b>recognize (14)</b>                  59:4,10;61:18;                  63:23;65:23;68:11;                  72:13,19;76:19;                  80:24;85:17;137:10;                  191:6;243:20  <b>recognized (10)</b>                  120:21;122:7;                  165:8,9;167:6;                  188:20;189:11,15;                  191:14,21  <b>record (47)</b>                  55:6,9,11;57:11;                  58:10;60:3;61:4;                  62:11;63:9;64:16;                  65:10;66:16;67:11;</p>
---	--	---	--	--

69:4;70:12;72:1; 75:13;76:17;80:1; 90:2,11,22;98:24; 100:7,8,19;111:1; 118:9;120:25;125:1; 169:4;173:13;174:23; 185:2;194:4;207:12; 215:16;222:6,25; 224:1;226:23;234:17; 235:10;240:16; 242:18;243:8,19	<b>reflects (5)</b> 98:8;100:23;102:8; 121:3;231:12 <b>regard (5)</b> 56:13;140:9,21; 157:12;213:12 <b>regarding (11)</b> 55:24;56:10;68:5; 130:8,20,25;145:14; 212:24,25;215:19; 223:14 <b>regime (1)</b> 190:14 <b>regularly (1)</b> 106:18 <b>regulators (1)</b> 234:20 <b>rehashing (1)</b> 199:25 <b>reimbursement (1)</b> 245:9 <b>reinforces (1)</b> 135:5 <b>reinstated (2)</b> 104:13;123:22 <b>reject (8)</b> 115:10;123:20; 154:8;227:16;228:15; 238:2;240:12;241:21 <b>rejected (7)</b> 115:8,8,9,20; 118:22;177:13;239:3 <b>rejecting (10)</b> 115:4;117:1,2,4; 123:16,22;124:2,4,8; 240:7 <b>rejection (1)</b> 211:24 <b>rejections (1)</b> 117:6 <b>rejects (1)</b> 241:19 <b>relate (1)</b> 129:20 <b>related (13)</b> 50:21;56:24;96:15; 99:16;108:14;112:10; 157:19;163:15; 182:19;185:7;201:23; 226:22;232:24 <b>relatedly (2)</b> 118:17;119:1 <b>relates (10)</b> 130:14;178:7,12; 193:18;218:20;219:1; 228:16;229:1;237:8, 25 <b>relating (7)</b> 97:13;108:22; 110:13;129:2;223:18; 229:23;231:22 <b>relative (1)</b> 236:5	<b>relatively (2)</b> 122:7;146:15 <b>release (16)</b> 105:12;106:9,10, 21,21;107:7,14,18; 112:3,6;138:7,15; 139:1,2,6;140:2 <b>releases (28)</b> 104:24;105:9,9,10, 10,14,17,25;106:2,2, 4,5,8,18,25;107:19, 25;108:4;119:14; 120:11;138:2,8,24; 145:21;157:6;170:18; 192:4;223:14 <b>relevance (1)</b> 227:9 <b>relevant (4)</b> 117:10;228:10; 229:8;242:24 <b>reliance (1)</b> 240:20 <b>relief (4)</b> 150:11;164:3; 245:11,20 <b>relies (2)</b> 121:19;190:3 <b>relying (1)</b> 189:5 <b>remain (3)</b> 58:4;126:23;127:17 <b>remaining (7)</b> 47:14;49:20;94:4; 116:22;151:1;189:10; 204:23 <b>remains (3)</b> 109:1;216:4;239:24 <b>remarkable (2)</b> 154:9,11 <b>remarks (6)</b> 49:14;90:24; 124:19;125:9;146:16; 214:8 <b>remediating (1)</b> 211:21 <b>remediation (1)</b> 102:24 <b>remember (1)</b> 145:13 <b>remembering (2)</b> 170:11,11 <b>remind (1)</b> 54:5 <b>remotely (3)</b> 78:9;90:8;208:10 <b>rendered (1)</b> 163:20 <b>RENEE (1)</b> 34:7 <b>Rene-Levesque (1)</b> 40:4 <b>Reorg (1)</b> 46:10	<b>reorganization (20)</b> 47:8;59:7;61:15; 63:20;65:19;68:7; 72:14;76:14;80:20; 91:2;120:21;121:2; 122:5;164:10;193:20; 205:21;206:6;217:2; 233:18,23 <b>reorganized (3)</b> 94:19;126:19; 148:17 <b>repaid (1)</b> 240:2 <b>repeat (3)</b> 134:9;194:16;223:8 <b>repeatedly (1)</b> 165:5 <b>repeating (1)</b> 132:25 <b>report (6)</b> 113:14,16;114:12; 116:4,11;210:12 <b>reported (1)</b> 163:9 <b>reporting (1)</b> 158:17 <b>reports (6)</b> 70:5,7,21,22; 202:13,18 <b>repository (2)</b> 136:7,9 <b>represent (7)</b> 134:7;163:24; 192:13;195:12;196:3, 4;242:14 <b>representation (1)</b> 184:12 <b>representations (3)</b> 50:3;162:17;179:23 <b>Representative (14)</b> 11:11;12:3,15; 79:11,13;80:3,10,18; 92:1;104:17;123:5; 163:15;179:7;238:12 <b>representatives (1)</b> 203:24 <b>Representative's (1)</b> 81:24 <b>represented (8)</b> 99:24;113:25; 114:4;120:6;125:5; 139:24;169:22; 234:24 <b>representing (11)</b> 111:25;168:24; 169:13,13,21;175:21, 22;198:1;200:6,20; 242:20 <b>represents (2)</b> 143:14;150:17 <b>request (29)</b> 60:6;62:14;64:19, 20;66:19;69:7;70:15,	16;73:14;74:13; 77:19;78:24;81:19; 83:8;87:18,19;89:2,3; 163:25;172:12; 186:11;192:18;213:6; 224:9,13;228:21; 232:7;244:22;245:16 <b>requested (3)</b> 87:2;163:23;245:20 <b>requests (1)</b> 206:22 <b>require (3)</b> 120:19;122:5; 131:10 <b>required (5)</b> 143:21;189:13; 206:13;218:4;223:7 <b>requirement (3)</b> 120:15;181:8;234:2 <b>requirements (9)</b> 118:12,14;123:12; 124:14;150:15; 157:19;196:19; 228:19,22 <b>requires (10)</b> 49:10;120:16; 121:11;122:3;123:13; 124:6;193:19;213:4; 232:17;233:17 <b>requisite (1)</b> 237:3 <b>Research (6)</b> 41:12;42:12;45:23; 71:8;72:4;145:11 <b>reservation (1)</b> 216:24 <b>reserve (1)</b> 143:1 <b>reserves (1)</b> 205:23 <b>resident (1)</b> 240:11 <b>residents (4)</b> 163:1;171:20,21; 238:7 <b>resolution (47)</b> 55:15,15;56:3,3,14, 14,23,23;57:6,6;95:1; 96:5,9;97:19,20; 99:13;100:11;101:16; 102:9;104:16;107:3, 4;123:7;127:4,5; 130:4,15;140:14,14; 144:7;146:9;148:25; 153:12;156:2,25; 157:22;158:9;159:12, 22,23;176:1;178:20; 206:2;234:14;235:1, 22;236:3 <b>resolutions (19)</b> 49:9;50:6;95:6,10; 98:1,5;101:14,20; 104:23;119:22;
--	--	---	--	---

<p>145:17;153:5,7,21; 154:13,19;222:1; 223:11;234:10 <b>resolve (10)</b> 50:4;97:7;100:9; 131:5;146:22;173:23, 24;222:7;235:15,22 <b>resolved (16)</b> 49:6,16,19;50:1; 97:8,18;109:7;110:8; 127:7;130:11;131:24; 142:24;170:4;210:16; 217:3;223:19 <b>resolves (1)</b> 234:21 <b>resolving (3)</b> 119:21,22;125:19 <b>respect (53)</b> 54:12;57:10;62:14; 64:19;66:19;69:7; 70:14;73:14;74:12; 77:19;78:24;81:18; 87:18,21;89:2;90:8; 96:4;103:17;108:11, 17;109:18,24;113:23; 118:13;123:16; 129:10;152:21; 156:19;171:9;176:21; 180:13;182:12; 186:16;187:2;188:9; 204:10;207:1,5; 208:10;209:17,21; 213:5;218:5,18,24; 221:16;222:6;224:12, 25;228:20,24;231:19; 244:21 <b>respectfully (19)</b> 77:16;78:21; 141:15;145:23; 166:16;168:21,24; 172:18;175:8;176:8; 180:10,12,15;187:5; 205:15;213:9;224:9; 232:11;245:16 <b>respective (1)</b> 102:1 <b>respectively (1)</b> 175:21 <b>respond (10)</b> 53:13;160:9; 188:16;194:18; 197:10,13;199:9,24; 210:5;212:10 <b>response (33)</b> 54:15;57:11;60:12; 62:15,21;64:20;65:3; 66:20;67:1;69:8,16; 70:16;73:15,22; 74:13;76:15;77:20; 78:2,25;81:20;82:3, 22;88:2;89:3;90:10; 133:4;142:22;150:19; 194:4;208:12;209:19;</p>	<p>211:7;224:15 <b>responses (5)</b> 188:11;194:1; 208:14;213:20; 223:16 <b>rest (6)</b> 118:13;164:24; 198:10,11;201:16; 214:7 <b>RESTEL (1)</b> 15:7 <b>Restructuring (6)</b> 27:20;67:13;68:5; 149:18;164:2,13 <b>result (21)</b> 55:18;94:21; 112:21;133:20; 134:19;137:21; 139:10,17;141:19; 144:13;146:9;147:15; 149:10,10;151:15,23; 152:4;155:25;200:18; 231:1;240:10 <b>resulted (3)</b> 152:6;159:15;231:4 <b>resulting (1)</b> 144:24 <b>results (5)</b> 95:22;115:6; 116:10;193:10;200:6 <b>retain (4)</b> 157:18;227:19,21; 229:5 <b>retention (2)</b> 129:12;218:6 <b>retired (3)</b> 146:2;174:1;226:1 <b>retrofit (1)</b> 153:21 <b>return (4)</b> 146:4;174:8,13; 175:4 <b>returns (1)</b> 158:12 <b>Reuters (1)</b> 46:4 <b>reverse (3)</b> 51:4;127:10;211:23 <b>reversed (1)</b> 56:4 <b>reversionary (1)</b> 148:15 <b>revert (1)</b> 147:14 <b>reverts (1)</b> 147:7 <b>review (23)</b> 59:13;61:21;64:2; 66:2;68:15;72:23; 73:23;76:23;78:4; 81:2;82:5;85:20; 127:22;158:16; 180:10;216:5;222:4;</p>	<p>224:16;225:17;240:5; 243:2,3,17 <b>reviewed (6)</b> 224:15,18;226:15; 231:25;242:23; 245:19 <b>reviewing (2)</b> 227:6;229:16 <b>revised (1)</b> 161:22 <b>revisions (1)</b> 243:3 <b>revisit (1)</b> 217:6 <b>revolving (1)</b> 245:6 <b>rewarded (1)</b> 140:1 <b>rewarding (1)</b> 155:3 <b>RICHARD (2)</b> 11:17;45:18 <b>RIFKIND (1)</b> 21:11 <b>Right (197)</b> 40:13;47:2;48:23; 49:15;50:10;51:7,14; 53:23;54:8,15,23; 57:9;58:2,6;59:22; 60:1,12,25;62:21; 65:3;67:7,25;68:2; 69:16;70:16;71:15, 23;73:15;74:7,9,13, 21,23,25;75:11,19,20, 23;77:2,20;78:2; 79:17,22;80:17; 81:20;82:3,16,22,25; 83:12,17,19;84:8,21; 85:4;86:15,21;87:7, 17,19;88:2,9;89:1,20; 90:10,19;91:3;92:17, 20;93:8,22,23;94:4,8, 14;97:10,11;99:6,9, 12;100:17,17;101:10; 103:15;105:1;108:6; 109:12,19,20;110:6; 111:3,5,8;114:17,21, 24;115:7,7,18,24,25, 25;116:2;124:23; 131:7;132:7;133:8; 135:10;138:23; 141:14;142:16;143:1, 7,9;160:17,22;161:1, 7,15,23;162:1,8,15; 166:23;172:7;173:10; 174:8,13;175:6; 176:13;177:4;178:2, 4,25;179:2,18;180:4; 183:8,17,24;187:3; 188:3,6,7,9,14;194:2, 5,10;195:9;197:14, 22;199:2,12;204:17; 205:2,5,8,23;207:2,</p>	<p>11;208:4,8,12;209:3, 13,19;210:1,19;211:1, 5;212:15;213:15; 214:2;215:25;216:11; 217:12,15;219:20; 220:8,18;221:4,13,14, 15;222:3;224:15; 225:16;244:20; 245:18,25;246:1,9; 247:1,21,25;248:2 <b>rights (38)</b> 96:3,4,15;98:16,17, 18;100:15;108:9,11, 13,14;122:15;126:18; 128:13,13;129:5,15; 130:17,19,21;131:15, 22,25;150:10;181:3,9, 16;182:2,2,8,10; 189:16;203:21,23; 204:1;206:9;216:24; 240:19 <b>rigid (1)</b> 205:20 <b>RINGER (18)</b> 8:22;49:12;124:24; 125:1,1;129:22,24; 131:3,6,8;132:8; 133:22;141:5;142:17, 20;143:5,8;152:9 <b>rise (1)</b> 133:4 <b>risk (1)</b> 107:20 <b>rivals (1)</b> 191:22 <b>Riverside (1)</b> 35:15 <b>road (3)</b> 155:3;218:2,11 <b>roadmap (1)</b> 167:23 <b>ROBERT (5)</b> 8:9;12:8;35:9; 46:14;143:12 <b>robust (1)</b> 146:15 <b>robustly (1)</b> 151:24 <b>Rodriguez (7)</b> 92:17;215:4,8,9; 246:6,20;248:1 <b>ROGER (4)</b> 11:16;79:12;80:2; 143:13 <b>role (7)</b> 105:13;134:4; 142:8,9;145:6; 162:24;214:22 <b>ROMA (1)</b> 16:24 <b>ROME (2)</b> 11:2;150:5 <b>room (4)</b></p>	<p>136:24;170:23; 173:1;200:2 <b>ROSE (1)</b> 20:10 <b>Roseland (2)</b> 15:5;23:13 <b>ROSEN (1)</b> 23:2 <b>ROSENBERG (1)</b> 21:17 <b>Ross (1)</b> 39:4 <b>ROTHSCHILD (1)</b> 41:11 <b>ROTHSTEIN (2)</b> 38:10,15 <b>roughly (3)</b> 122:21;140:19; 235:25 <b>routinely (2)</b> 238:21;239:21 <b>RSA (4)</b> 144:20;147:16; 205:21,22 <b>RUDLOFF (2)</b> 39:10,19 <b>RUDNICK (1)</b> 16:2 <b>Rule (16)</b> 118:17;119:1; 124:6;202:5,10; 205:18,19;207:22; 211:11;212:5;213:5; 226:9;229:11;241:11, 13,13 <b>rules (1)</b> 171:8 <b>ruling (1)</b> 207:24 <b>RULINGS (1)</b> 251:6 <b>run (1)</b> 151:6 <b>rung (1)</b> 182:8 <b>RUTH (1)</b> 46:13 <b>RYAN (3)</b> 30:9;32:22;45:24</p>
<b>S</b>				
				<p><b>Sachs (2)</b> 46:18;245:5 <b>sad (1)</b> 155:23 <b>SAFAA (1)</b> 24:7 <b>safety (1)</b> 133:15 <b>sale (37)</b> 80:11;93:4,15,15; 94:3,15,16;95:5;</p>

<p>101:1;126:3,7; 145:15,16,19,20,25; 146:10,13;150:23; 151:24;153:7;159:15; 173:8;185:4,5,8,14; 186:17;191:22; 192:22;203:4;212:22, 23;213:1;230:11; 233:1;236:25</p> <p><b>sales (2)</b> 121:21;156:19</p> <p><b>SALWEN (1)</b> 14:14</p> <p><b>same (18)</b> 59:23;61:10;62:5; 64:11;66:11;68:24; 71:12;81:11;97:18; 140:19;144:3;148:13, 20;167:4;183:9; 189:13,16;235:25</p> <p><b>San (3)</b> 14:21;17:5;21:6</p> <p><b>SANDEEP (1)</b> 32:10</p> <p><b>SANDLER (1)</b> 15:2</p> <p><b>SARA (1)</b> 42:17</p> <p><b>SARTORIO (1)</b> 17:7</p> <p><b>Saskatchewan (1)</b> 191:3</p> <p><b>sat (2)</b> 142:20;149:9</p> <p><b>satisfied (12)</b> 96:13;121:23; 124:3,10;225:23; 226:16,19;228:1; 229:12;237:2;242:24; 245:19</p> <p><b>satisfies (8)</b> 118:1;119:24; 120:5,9,14;150:14; 228:8;241:17</p> <p><b>satisfy (8)</b> 122:13;145:8; 146:24;150:25;226:9; 228:16;229:10;230:7</p> <p><b>satisfying (1)</b> 154:21</p> <p><b>save (2)</b> 137:22;196:17</p> <p><b>Savings (1)</b> 25:11</p> <p><b>saw (7)</b> 141:8,8;169:23; 177:19;179:21;180:9; 197:3</p> <p><b>saying (18)</b> 114:15,24;167:7, 17;168:12;169:17; 173:1,2;175:11,18; 176:17;183:10;</p>	<p>185:25;186:20; 196:11;202:14;221:8; 247:8</p> <p><b>SCHATZ (1)</b> 46:16</p> <p><b>scheduled (2)</b> 97:9;109:8</p> <p><b>Schein (1)</b> 39:3</p> <p><b>scheme (5)</b> 104:6,11;190:5; 191:7;232:21</p> <p><b>SCHIFF (2)</b> 19:2,13</p> <p><b>SCHOENECK (1)</b> 42:11</p> <p><b>SCHOLER (1)</b> 30:2</p> <p><b>school (2)</b> 102:18,21</p> <p><b>schools (2)</b> 92:4;136:23</p> <p><b>Schuer (1)</b> 158:6</p> <p><b>Schultze (2)</b> 46:17,17</p> <p><b>SCHWARTZ (1)</b> 33:10</p> <p><b>SCHWARTZBERG (1)</b> 15:15</p> <p><b>scope (1)</b> 90:8</p> <p><b>SCOTT (1)</b> 9:10</p> <p><b>scratch (1)</b> 135:4</p> <p><b>SDNY (2)</b> 33:2;234:5</p> <p><b>se (19)</b> 47:25;49:4;50:8; 51:19;53:7,14,17,20, 21;114:3;197:16; 199:10,20;200:14; 201:2;204:25;207:9; 210:9;224:24</p> <p><b>SEAN (3)</b> 12:20;35:8,20</p> <p><b>seat (1)</b> 71:17</p> <p><b>seated (9)</b> 58:9;61:3;63:8; 65:9;67:10;71:25; 79:25;152:10;214:13</p> <p><b>SEC (2)</b> 70:21;83:12</p> <p><b>second (30)</b> 48:3;52:13;67:25; 68:7;70:4;86:15,18; 93:17;95:13;98:6,15; 105:4;107:2;119:25; 120:18;135:10,22; 137:4;138:17;140:7; 165:13,18;182:13;</p>	<p>188:9;201:8;208:18; 209:1;211:20;235:24; 240:20</p> <p><b>Secondly (1)</b> 156:10</p> <p><b>section (31)</b> 96:20;101:19; 105:11;116:21; 118:11;123:12; 130:13,20;150:15; 216:1;223:7;224:19; 226:9,21;227:10; 228:9,10,10,16,17,19, 22;229:7;232:15; 233:17,19;234:2; 238:4;240:22;241:4; 242:4</p> <p><b>sections (4)</b> 106:1;165:11; 226:22;227:8</p> <p><b>secured (2)</b> 95:13;138:12</p> <p><b>Securities (2)</b> 45:24;70:6</p> <p><b>seek (3)</b> 47:8;81:16;245:10</p> <p><b>seeking (3)</b> 51:2;119:2;223:1</p> <p><b>seeks (1)</b> 241:7</p> <p><b>seem (6)</b> 174:10;186:20; 191:6;194:22,24; 207:21</p> <p><b>seemed (1)</b> 152:17</p> <p><b>seemingly (1)</b> 114:2</p> <p><b>seems (4)</b> 100:7;184:17; 193:17;206:17</p> <p><b>SEGAL (2)</b> 6:2,2</p> <p><b>segments (1)</b> 121:22</p> <p><b>selected (2)</b> 143:19;245:4</p> <p><b>selection (1)</b> 112:4</p> <p><b>selling (1)</b> 162:24</p> <p><b>send (6)</b> 210:22;245:25; 246:2,3;247:24,25</p> <p><b>senior (2)</b> 211:12;212:2</p> <p><b>sense (6)</b> 139:3;186:9;199:7; 213:2,21;246:18</p> <p><b>sent (6)</b> 76:1;113:8;136:14; 140:1;169:7;247:5</p> <p><b>sentence (1)</b></p>	<p>131:14</p> <p><b>separate (7)</b> 97:16,21;148:6,12; 181:25;183:1;241:23</p> <p><b>separately (10)</b> 141:6;176:3; 180:25;181:12,14; 182:22;188:12,21; 191:9;196:8</p> <p><b>sequence (1)</b> 47:15</p> <p><b>sequencing (1)</b> 50:12</p> <p><b>series (2)</b> 185:3,3</p> <p><b>serious (5)</b> 126:12;169:25,25; 177:20;198:16</p> <p><b>seriously (1)</b> 134:7</p> <p><b>serve (4)</b> 117:9;128:2,8; 245:5</p> <p><b>served (1)</b> 110:4</p> <p><b>service (8)</b> 112:10,10,11,20; 113:2;117:12;122:20; 185:10</p> <p><b>SERVICES (1)</b> 44:2</p> <p><b>ses (2)</b> 52:4;139:22</p> <p><b>session (1)</b> 235:19</p> <p><b>sessions (1)</b> 146:7</p> <p><b>set (40)</b> 50:7;58:17;87:12; 95:1;101:14,20; 102:14;103:10; 104:16;105:11,18,21, 23,25;110:13,20; 113:2;117:11,19; 127:21;128:16; 132:24;135:1,12; 147:5,7;149:1,5; 180:22;199:9;206:11; 224:17;225:19;226:2, 12,21,23;227:23; 241:17;242:17</p> <p><b>sets (4)</b> 47:24;50:8;96:21; 121:10</p> <p><b>setting (1)</b> 189:8</p> <p><b>settle (2)</b> 151:3;152:25</p> <p><b>settled (4)</b> 148:8;150:22; 195:23;225:22</p> <p><b>settlement (17)</b> 52:12;97:21,23;</p>	<p>120:7;157:17,19; 170:8;172:21;174:24; 182:5;190:7;201:9; 203:21,23;226:3,4,8</p> <p><b>settlements (28)</b> 90:17;118:19; 119:2,3,9,12,13,15,19, 20;120:1,4,8,13; 121:3;134:1;135:18; 154:22;182:17; 185:20;186:18; 200:17,22;206:13; 226:11,15,17;234:12</p> <p><b>seven (4)</b> 119:6,14;133:1; 134:25</p> <p><b>Seventh (3)</b> 36:20;44:10;120:9</p> <p><b>several (3)</b> 75:5;108:7;231:21</p> <p><b>Sewell (7)</b> 208:21;209:7,13, 15;210:11,25;232:9</p> <p><b>shaded (1)</b> 93:20</p> <p><b>SHAFFERMAN (58)</b> 42:2,8;83:2,2,15,18, 21,23;84:5,9,20;85:5, 6,8,14;87:8,9,14;88:5, 7,10,13,18,20,22; 89:10,12,17;160:23, 25;161:5,8;162:2,3,9, 11;171:11;175:16; 178:13;180:16,19; 182:15,25;183:8,11, 18,21,25;184:4;187:7, 19,22;188:4;194:3,3; 197:18,19;198:13</p> <p><b>SHAHINIAN (1)</b> 23:10</p> <p><b>shall (5)</b> 55:19;56:5,14,20; 228:21</p> <p><b>SHANNON (1)</b> 37:25</p> <p><b>shape (1)</b> 153:22</p> <p><b>Shareholder (5)</b> 45:7,22;205:14; 208:14;211:8</p> <p><b>shareholders (15)</b> 133:5;199:6,21; 200:11;201:3,10,18; 202:5,9,11;203:12; 205:16;213:9;223:21; 231:22</p> <p><b>sharing (1)</b> 92:15</p> <p><b>SHAW (2)</b> 15:18;155:12</p> <p><b>sheet (8)</b> 91:6;95:23,25; 98:15;109:3;206:19;</p>
--	--	--	---	--

<p>220:13;235:18  <b>sheets (1)</b>                  219:15  <b>SHELLEY (3)</b>                  44:13;146:2;152:20  <b>SHERRY (1)</b>                  28:17  <b>shifted (1)</b>                  146:12  <b>SHIPMAN (1)</b>                  25:18  <b>short (4)</b>                  54:2;174:5;200:21;                  215:17  <b>shortcuts (1)</b>                  184:23  <b>show (7)</b>                  166:14;171:15;                  175:13;181:7,7,8;                  244:16  <b>showed (1)</b>                  150:24  <b>showing (3)</b>                  120:19;183:14;                  193:19  <b>shows (3)</b>                  93:5;94:23;190:7  <b>sic (1)</b>                  149:19  <b>side (4)</b>                  93:8;128:21;                  136:22;140:11  <b>sign (2)</b>                  149:11;215:5  <b>signature (1)</b>                  77:2  <b>significant (9)</b>                  145:7,13;146:18;                  151:6,17;155:22;                  164:19;172:3;179:1  <b>significantly (4)</b>                  94:21;95:3;185:22;                  186:14  <b>SIKO (1)</b>                  35:9  <b>SILFEN (1)</b>                  19:10  <b>SILVERBRAND (1)</b>                  46:18  <b>similar (6)</b>                  110:12;144:9;                  148:14;167:2;189:12,                  17  <b>similarity (1)</b>                  190:18  <b>similarly (3)</b>                  123:25;124:4;                  130:22  <b>SIMNOVITCH (30)</b>                  40:9;89:18;161:9;                  162:5,13,16,19;                  167:15,21;168:5,22;                  169:19;175:15;177:5,</p>	<p>7,10;178:3,16;179:1,                  3,6,9,11,19;180:5,17,                  23;197:20,22,23  <b>SIMON (1)</b>                  29:11  <b>simple (2)</b>                  196:19,20  <b>simpler (1)</b>                  190:23  <b>simplified (1)</b>                  94:22  <b>simply (8)</b>                  94:23;131:16;                  157:11;158:17;202:7;                  203:8;204:18;213:14  <b>SIMPSON (1)</b>                  32:2  <b>Sinal (1)</b>                  171:14  <b>Sincerely (1)</b>                  208:3  <b>sing (1)</b>                  152:14  <b>SINGER (1)</b>                  21:19  <b>single (5)</b>                  52:17;97:22;                  125:21,22;154:7  <b>sit (4)</b>                  77:11;81:6;161:9;                  243:21  <b>Sitting (8)</b>                  59:16;61:24;64:5;                  66:5;68:18;73:1;86:2;                  109:25  <b>situated (3)</b>                  123:25;124:4;                  200:20  <b>situation (2)</b>                  186:4;236:16  <b>six (3)</b>                  119:13;152:9;163:4  <b>sixteen (1)</b>                  191:23  <b>sixty (1)</b>                  96:9  <b>sixty-three (1)</b>                  201:1  <b>size (5)</b>                  48:2;171:24;                  184:18;203:15;                  233:10  <b>sized (1)</b>                  98:19  <b>SKADDEN (19)</b>                  4:2,11,20;5:2,10,                  18;47:6;54:25;82:17;                  90:23;92:14;111:18;                  118:9;188:18;199:17;                  214:17;219:10;                  222:25;244:8  <b>SKALET (1)</b>                  38:2</p>	<p><b>skillful (1)</b>                  243:11  <b>skip (1)</b>                  48:3  <b>SLATE (6)</b>                  4:2,11,20;5:2,10,18  <b>slated (1)</b>                  152:12  <b>slide (10)</b>                  93:5;94:23;95:2,7;                  96:7;98:8;101:18;                  102:14;106:3;116:12  <b>slides (2)</b>                  92:20,22  <b>slight (3)</b>                  85:2;191:10;236:3  <b>small (4)</b>                  140:12,25;184:8;                  186:4  <b>SMITH (1)</b>                  7:8  <b>smoother (1)</b>                  127:2  <b>so- (1)</b>                  226:11  <b>so-called (4)</b>                  119:6;121:10;                  227:10,24  <b>social (1)</b>                  192:4  <b>Society (1)</b>                  25:11  <b>sold (1)</b>                  163:5  <b>sole (2)</b>                  82:11;220:6  <b>solely (2)</b>                  239:14;241:3  <b>solemnly (1)</b>                  83:25  <b>solicitation (25)</b>                  52:14;67:13;68:6;                  111:12,19,20,23,23,                  24;112:2,4,11,15,16,                  19,20,22;113:1,3,7,8;                  117:25;134:23;223:4;                  236:21  <b>solicited (2)</b>                  70:9;114:10  <b>soliciting (1)</b>                  208:13  <b>SOLIMAN (1)</b>                  16:8  <b>solution (2)</b>                  100:9;243:13  <b>Solutions (2)</b>                  97:23;100:14  <b>somebody (1)</b>                  186:5  <b>somehow (1)</b>                  204:4  <b>sometimes (2)</b>                  158:3;176:24</p>	<p><b>somewhat (3)</b>                  139:20;182:19;                  186:8  <b>somewhere (1)</b>                  101:12  <b>soon (1)</b>                  157:14  <b>sooner (1)</b>                  129:17  <b>sophisticated (4)</b>                  120:6;138:18,19;                  139:1  <b>sorry (27)</b>                  60:17;80:16;84:5,                  15,21;88:6,13,13;                  93:17;97:4;105:7;                  114:13;131:2;137:15;                  160:25;165:17;                  167:12;168:23;177:7;                  179:10;194:9,21;                  195:2;196:8;208:15;                  209:5;219:23  <b>sort (1)</b>                  151:21  <b>sorts (1)</b>                  110:25  <b>sought (6)</b>                  145:16;164:4;                  232:4;239:17;241:5;                  245:20  <b>Sounds (2)</b>                  57:23;71:14  <b>source (2)</b>                  98:11;143:17  <b>sources (4)</b>                  98:14,19;108:7;                  122:16  <b>South (4)</b>                  6:12;9:17;34:12;                  35:15  <b>Southeast (1)</b>                  22:13  <b>Southern (2)</b>                  159:6;211:14  <b>space (1)</b>                  135:19  <b>SPAN (1)</b>                  9:12  <b>speak (18)</b>                  51:19;53:19;82:20;                  134:10;136:7;158:24;                  180:1;184:7;189:3;                  193:10;194:8;204:25;                  205:13;209:11,12;                  210:14,14,25  <b>SPEAKER (2)</b>                  227:5;246:12  <b>speaks (4)</b>                  120:22;193:16;                  197:3;234:2  <b>special (2)</b>                  102:21;125:7  <b>specific (5)</b></p>	<p>87:3;143:3;168:16;                  182:2;195:7  <b>specifically (11)</b>                  103:22;104:3;                  113:23;134:17;                  144:15;172:12;                  196:17;233:11,21;                  239:13;241:1  <b>specifies (1)</b>                  223:13  <b>SPECKHART (3)</b>                  13:16;132:12;                  133:10  <b>speculative (1)</b>                  133:23  <b>SPENCER (1)</b>                  10:8  <b>spend (1)</b>                  137:7  <b>spent (2)</b>                  221:18;243:15  <b>spiraling (1)</b>                  152:16  <b>spoke (1)</b>                  194:19  <b>spot (1)</b>                  173:3  <b>Spring (1)</b>                  34:12  <b>Square (2)</b>                  16:4;17:21  <b>SQUIRE (1)</b>                  21:2  <b>staff (3)</b>                  125:10;132:21;                  150:8  <b>staff's (1)</b>                  155:15  <b>stage (1)</b>                  193:2  <b>stake (1)</b>                  206:4  <b>stakeholder (2)</b>                  121:5,6  <b>stakeholders (11)</b>                  91:24;95:7;101:8;                  150:18;151:19;                  154:21;193:3;204:15;                  223:12;230:18;                  234:11  <b>stalking (1)</b>                  101:4  <b>stalking- (1)</b>                  235:2  <b>stalking-horse (7)</b>                  203:5,10;205:23;                  207:19;230:13;231:2,                  8  <b>stand (10)</b>                  53:2;54:5;71:8;                  79:19;121:14,24;                  122:1;172:23;200:11;                  203:12</p>
--	---	--	--	---

<p><b>standalone (4)</b> 103:1;159:15; 212:23;218:25</p> <p><b>standard (12)</b> 119:5;120:18; 182:5,7,9;190:7; 193:18,23;202:19; 229:12;240:21,22</p> <p><b>standards (6)</b> 52:15;118:2; 226:17,21;241:21; 242:4</p> <p><b>standing (12)</b> 58:4;70:10;99:15; 100:1;119:21;173:23; 180:11;188:25;189:7, 8;210:12;235:9</p> <p><b>standpoint (9)</b> 95:2;96:8;98:13; 101:13,16;102:25; 103:12;106:17; 111:11</p> <p><b>stands (2)</b> 104:1;189:19</p> <p><b>Stanley (1)</b> 46:6</p> <p><b>STARGATT (3)</b> 12:2,14;79:10</p> <p><b>Stars (2)</b> 29:4;174:1</p> <p><b>Start (9)</b> 51:4;90:24;91:5; 121:8;124:22;137:5; 150:19;180:21; 239:25</p> <p><b>started (13)</b> 47:3,4;108:4; 125:25;140:12,22; 141:15;142:8;151:16; 156:24;174:11; 177:14,17</p> <p><b>Starting (1)</b> 105:10</p> <p><b>State (29)</b> 16:12,20;17:11; 25:12;34:11;42:12; 44:2,3;52:20;58:9; 61:3;63:8;65:9;67:10; 71:25;75:12;79:25; 101:21;102:1;140:11; 151:20;155:24;156:6, 7;158:4;165:23; 196:10;207:11; 234:20</p> <p><b>stated (4)</b> 112:7;148:18; 205:17;207:19</p> <p><b>statement (40)</b> 47:9;51:2,10;53:24; 56:1;76:11;87:10; 100:21;112:8,13,14, 18;117:21;132:3; 155:6;160:21;165:2;</p>	<p>186:6,10,24;207:17; 214:5;222:21;223:2, 6,9,16,24;224:5,9,11, 13,16,17,23;228:3; 236:12;237:5,19; 251:7</p> <p><b>statements (2)</b> 47:12;163:12</p> <p><b>STATES (18)</b> 15:10,11;33:3; 104:10;112:24; 136:22;152:2;156:5; 157:3,21,24;181:5; 184:12;198:7;221:10; 239:23;242:10,10</p> <p><b>stating (1)</b> 205:23</p> <p><b>statistical (1)</b> 181:6</p> <p><b>status (7)</b> 47:11,14,22;48:25; 51:15,18;97:18</p> <p><b>stay (2)</b> 191:18;238:16</p> <p><b>stayed (1)</b> 140:2</p> <p><b>stealing (2)</b> 244:3;247:1</p> <p><b>STEEGE (1)</b> 20:7</p> <p><b>Steelworkers (1)</b> 29:12</p> <p><b>step (1)</b> 95:17</p> <p><b>STEPHANIE (1)</b> 46:15</p> <p><b>STEPHEN (3)</b> 4:16;32:21;34:24</p> <p><b>STETTINIUS (1)</b> 36:10</p> <p><b>stewards (1)</b> 154:23</p> <p><b>STEWART (1)</b> 26:2</p> <p><b>Stikeman (1)</b> 149:19</p> <p><b>still (7)</b> 77:12;104:10,11; 123:14;129:9;145:20; 155:24</p> <p><b>stip (1)</b> 55:8</p> <p><b>stipulation (9)</b> 55:6;57:8,10,12; 103:16,19;215:17,23; 216:12</p> <p><b>stipulations (1)</b> 243:9</p> <p><b>STOLZ (1)</b> 29:17</p> <p><b>stood (3)</b> 155:18;173:1; 174:16</p>	<p><b>stopped (2)</b> 176:8,15</p> <p><b>straight (3)</b> 47:12;141:1;144:12</p> <p><b>strange (1)</b> 184:6</p> <p><b>strategic (1)</b> 230:20</p> <p><b>Strategies (1)</b> 46:16</p> <p><b>STRAUSS (7)</b> 13:19;14:2,17;75:3; 132:10;194:7;210:8</p> <p><b>Strawberry (1)</b> 17:21</p> <p><b>streamline (1)</b> 111:23</p> <p><b>Street (43)</b> 4:4,13,22;6:12;7:4; 8:5;11:4,12;12:4; 13:21;14:19;15:12, 20;16:21;18:13; 19:15;20:4;21:4;23:4; 24:14;25:12;26:14; 27:12,21;30:14;31:4; 32:15;33:4;34:12; 36:4,12;37:12,21; 38:4,12;39:12,21; 43:4,13,21;44:3,17; 117:16</p> <p><b>Strict (2)</b> 190:16,17</p> <p><b>Strides (1)</b> 43:3</p> <p><b>structure (16)</b> 93:14;94:2,22;95:2; 103:10;106:14;138:7; 139:4;140:3;146:14, 15;153:22;159:20; 213:4,4,9</p> <p><b>structured (3)</b> 146:23;147:18; 154:14</p> <p><b>subclasses (4)</b> 96:5;102:8,13; 181:1</p> <p><b>subdivisions (4)</b> 136:22;156:8; 158:2,4</p> <p><b>subject (23)</b> 47:16;53:9;60:3; 62:12;64:17;66:17; 69:5;81:15;87:16; 96:9;105:20;110:23; 119:4;122:22;126:9, 17;127:18;151:1; 190:8;216:4;220:24; 221:1;230:16</p> <p><b>submission (4)</b> 52:1;72:23;231:1; 235:2</p> <p><b>submissions (1)</b> 74:6</p>	<p><b>submit (7)</b> 55:3;82:24;112:5,9; 114:5;117:24;245:21</p> <p><b>submitted (43)</b> 57:15;59:11,13; 61:19,21;63:24;64:2; 65:24;66:2;68:12,15; 70:3;71:18;72:20; 76:20,24;77:7;79:14; 80:25;81:2;83:8; 85:18,23;100:20,25; 113:25;114:1,2,5,6,9, 16;115:2,5,19;117:3; 121:17;122:11; 132:14,16;139:25; 180:14;244:17</p> <p><b>submitting (1)</b> 85:20</p> <p><b>subordinated (1)</b> 123:18</p> <p><b>subscription (1)</b> 96:3</p> <p><b>subsequent (3)</b> 96:25;110:2,23</p> <p><b>subsequently (2)</b> 220:13;235:16</p> <p><b>subset (1)</b> 53:3</p> <p><b>substance (1)</b> 200:25</p> <p><b>substantial (9)</b> 119:20;120:1; 123:2;159:16;166:23; 192:2;201:22;204:14; 235:7</p> <p><b>substantially (9)</b> 91:12;94:24;144:3, 9;148:14,19;165:23; 189:12,17</p> <p><b>substantive (3)</b> 180:21;221:25,25</p> <p><b>substantively (1)</b> 231:15</p> <p><b>subtext (1)</b> 174:20</p> <p><b>subtrust (6)</b> 96:8,16,22;102:15; 109:6;127:20</p> <p><b>subtrustee (2)</b> 128:2,3</p> <p><b>subtrusts (5)</b> 120:2;127:14; 128:3,7,8</p> <p><b>success (3)</b> 119:8;122:6;234:22</p> <p><b>successful (3)</b> 121:2;163:9;165:22</p> <p><b>successor (1)</b> 145:4</p> <p><b>sudden (1)</b> 186:21</p> <p><b>SUE (1)</b> 38:24</p>	<p><b>suffering (3)</b> 168:13;175:5;238:8</p> <p><b>sufficient (4)</b> 118:1;122:19; 150:24;237:19</p> <p><b>sufficiently (1)</b> 98:20</p> <p><b>suggest (6)</b> 51:3;52:23;53:8,10; 188:11;202:13</p> <p><b>suggested (3)</b> 54:3,16;219:16</p> <p><b>suggesting (5)</b> 167:3;169:16; 172:23;187:4;234:16</p> <p><b>suggestion (3)</b> 50:23;173:14,15</p> <p><b>suggestions (2)</b> 47:15;50:12</p> <p><b>suggests (1)</b> 190:21</p> <p><b>Suite (29)</b> 4:5;7:5;8:6;10:5; 11:13;12:17;14:20; 17:4,13;18:5;21:5; 22:14;27:13,22;29:5, 14;30:5;31:5;34:13; 35:5,16;36:21;38:21; 39:13,22;40:5;41:14; 43:5,14</p> <p><b>sum (3)</b> 148:18;155:3;192:9</p> <p><b>summaries (1)</b> 160:11</p> <p><b>summarize (2)</b> 50:7;53:10</p> <p><b>summarized (2)</b> 229:9;231:23</p> <p><b>summary (8)</b> 48:8;90:25,25; 92:13;93:7;98:8; 104:22;208:25</p> <p><b>summation (1)</b> 160:18</p> <p><b>summations (1)</b> 160:12</p> <p><b>SUMMER (2)</b> 13:8;101:1</p> <p><b>Sunday (1)</b> 139:23</p> <p><b>SunEdison (1)</b> 211:13</p> <p><b>superior (3)</b> 147:15;162:22; 238:7</p> <p><b>supersedes (1)</b> 67:23</p> <p><b>supplement (11)</b> 56:22;94:17;96:18; 98:1;102:6,16;103:7; 127:25;144:6;147:24; 187:18</p> <p><b>supplemental (11)</b></p>
--	---	---	---	---

<p>67:19,20,23;68:4; 69:11;110:25;114:12; 115:17;116:3,11; 237:24 <b>supplemented (1)</b> 112:20 <b>support (52)</b> 52:9;59:5,11;61:14, 19;63:19,24;65:18, 24;68:12;72:13,20; 76:11,12,20;80:10,19, 25;85:10;91:20,25; 111:1;119:12,19; 120:4;121:5;124:21; 129:4;132:3,14,15,24, 25;136:11,15;138:4, 6;144:17;152:14; 154:1,2,12;158:23; 159:2;163:11;178:7; 234:15;240:4,16,21; 241:10;244:18 <b>supported (1)</b> 173:9 <b>supporters (2)</b> 82:12;146:16 <b>supporting (15)</b> 51:22;52:18,21; 53:1,16,18;55:1,7; 82:19,20;119:13; 124:20;197:10; 204:21,21 <b>supports (3)</b> 122:25;149:11; 155:4 <b>supposed (2)</b> 51:25;187:10 <b>Sure (37)</b> 58:5;68:1;71:17; 75:14;86:24;92:22; 97:5;98:24;99:17; 105:5;109:11;114:14; 133:14,16;136:7; 138:4,5,23;139:19; 140:18;141:4;146:12; 154:23;162:14; 174:15;177:1,9; 180:11,18;182:15; 187:16;194:14;198:4; 219:1;246:2,12; 247:14 <b>surety (2)</b> 49:8,9 <b>surprise (1)</b> 91:19 <b>SUSAN (1)</b> 39:16 <b>SUSSMAN (1)</b> 46:19 <b>SUZANNE (1)</b> 9:12 <b>SUZY (1)</b> 45:11 <b>SWAIN (1)</b></p>	<p>22:20 <b>swear (1)</b> 83:25 <b>SWEENEY (2)</b> 8:23;125:4 <b>sweep (1)</b> 95:22 <b>sworn (11)</b> 57:17,20;58:7;61:2; 63:6;65:7;67:8;71:24; 75:21;79:23;85:3 <b>symmetry (1)</b> 148:10 <b>sympathetic (2)</b> 139:20;200:13 <b>synthesize (1)</b> 199:8 <b>Syosset (1)</b> 38:22 <b>Syracuse (1)</b> 42:15 <b>system (2)</b> 98:18;164:23</p>	<p><b>target (1)</b> 108:18 <b>tax (5)</b> 158:12,12;159:16; 202:3;230:4 <b>taxpayers (1)</b> 158:13 <b>TAYLOR (5)</b> 12:2,14;35:10; 45:20;79:10 <b>TDP (2)</b> 135:2;196:18 <b>TDPs (4)</b> 134:22;137:8,17,25 <b>team (2)</b> 148:21;155:16 <b>teasing (2)</b> 215:9;246:14 <b>Teikoku (1)</b> 21:3 <b>telling (4)</b> 133:11;164:24; 166:24,24 <b>tells (1)</b> 92:18 <b>TEMES (1)</b> 42:17 <b>Ten (2)</b> 10:14;191:25 <b>Tennessee (1)</b> 196:13 <b>Tensor (7)</b> 205:16,25;206:4,8, 11,16,18 <b>term (8)</b> 109:3;127:3;128:8; 219:15;224:21; 229:14;235:18;245:6 <b>terms (25)</b> 55:14;56:3,13,23; 57:5;91:24;98:4,9; 101:3;107:13;109:2, 4;110:3;118:12; 127:18;148:24; 169:20;182:5;183:25; 192:2;216:14;220:13, 14;223:16;238:4 <b>Terrace (1)</b> 10:14 <b>TERRI (1)</b> 23:15 <b>Terrific (1)</b> 159:24 <b>territories (2)</b> 112:25;157:3 <b>test (7)</b> 121:11,23;150:3; 182:6;227:11,24; 228:9 <b>testament (3)</b> 92:6;108:1;126:25 <b>testified (1)</b> 73:7</p>	<p><b>testify (2)</b> 73:7;132:18 <b>testimony (34)</b> 59:22,23;60:7;62:5, 6,12,16;64:11,12,17, 21;66:11,12,17,21; 68:24,25;69:5,9; 73:16;77:21;81:11, 12,21;83:14;84:8,10; 87:11,15,21;89:6,25; 110:25;244:18 <b>Teva (1)</b> 22:3 <b>TEXAS (3)</b> 16:19,20;17:2 <b>THACHER (1)</b> 32:2 <b>thankfully (1)</b> 126:12 <b>thanking (1)</b> 132:21 <b>Thanks (11)</b> 71:22;125:10; 155:14;160:19;197:9; 246:19,23;247:8,8,11, 18 <b>That'd (2)</b> 71:22;76:3 <b>theme (1)</b> 157:10 <b>themes (1)</b> 199:23 <b>THEODORE (3)</b> 46:3;207:13;208:3 <b>theory (2)</b> 138:23;190:17 <b>there'd (1)</b> 160:11 <b>Therefore (4)</b> 106:21;123:20; 189:17;216:7 <b>there'll (2)</b> 51:16;82:3 <b>thereto (2)</b> 76:15;213:20 <b>Thermo (2)</b> 28:3;49:19 <b>Thinking (3)</b> 99:15;160:11; 218:21 <b>Third (24)</b> 29:13;52:14;59:6; 61:14;63:19;65:19; 76:13;80:19;85:12; 98:16;120:5;136:1, 11;138:1,7,8,24,25; 140:8;141:1;156:17; 197:11;217:1;241:1 <b>third- (1)</b> 105:9 <b>third-party (7)</b> 105:25;106:7,20; 108:10;110:18;</p>	<p>136:24;231:12 <b>thirteen (1)</b> 103:10 <b>thirty (2)</b> 186:7;239:10 <b>thirty- (1)</b> 196:22 <b>thirty-four (1)</b> 152:2 <b>THOMAS (1)</b> 26:9 <b>THOMPSON (1)</b> 34:19 <b>Thomson (1)</b> 46:4 <b>THORNTON (1)</b> 35:2 <b>though (7)</b> 47:13;82:19;84:11; 129:8;155:23;195:11; 197:11 <b>thought (7)</b> 145:21;152:23; 169:22;187:17,17; 195:25;199:7 <b>thoughts (1)</b> 51:5 <b>thousands (10)</b> 91:7,8;119:23; 122:23;171:25;179:7; 181:20;201:22; 211:21;229:22 <b>Three (20)</b> 52:9;70:1;97:20; 98:14;102:19;114:4; 119:10;133:11,18; 140:5;146:6;156:3; 199:6;201:4,6; 208:19;209:10;210:9; 227:8;230:2 <b>three-and-a-half- (1)</b> 101:2 <b>three-day (1)</b> 109:4 <b>threshold (1)</b> 122:7 <b>throughout (9)</b> 100:8;118:23; 125:6;132:22;143:24; 153:15;156:22;163:8; 174:20 <b>thrown (1)</b> 190:5 <b>thunder (2)</b> 244:3;247:1 <b>Thursday (1)</b> 243:5 <b>till (1)</b> 161:23 <b>timely (3)</b> 113:6;237:16;239:8 <b>Times (13)</b> 16:4;48:4;107:8;</p>
<b>T</b>				
	<p><b>T380 (1)</b> 10:15 <b>tab (2)</b> 67:22;72:12 <b>table (6)</b> 67:19;149:10; 185:18;204:21; 247:12,19 <b>tabs (1)</b> 72:16 <b>tabulated (1)</b> 113:6 <b>tabulation (2)</b> 68:6;116:5 <b>TAFT (1)</b> 36:10 <b>tailor (1)</b> 167:13 <b>tailored (1)</b> 120:13 <b>talk (16)</b> 52:17;109:14,21; 173:4;174:13,14; 185:23;192:7;214:20; 217:11;222:8,20; 243:13,21;246:16,25 <b>talked (5)</b> 148:11;151:14; 170:10;174:4;215:7 <b>talking (3)</b> 89:21;183:5;244:11 <b>TANGELA (1)</b> 45:19 <b>TARA (1)</b> 33:10 <b>TAREK (1)</b> 45:3</p>			

117:16,18,18,18; 138:13;139:9;152:17; 191:25;200:1;247:14 <b>TIMPSON (1)</b> 18:16 <b>tip (6)</b> 205:16;206:16; 207:25;208:4;213:12; 232:6 <b>tipping (5)</b> 205:25;206:2,4,5; 212:8 <b>tireless (2)</b> 92:6;155:16 <b>title (1)</b> 227:22 <b>TJ (1)</b> 210:10 <b>tobacco (4)</b> 137:12;166:25; 167:22;168:6 <b>TOBLER (1)</b> 21:18 <b>today (65)</b> 47:7,10,16;48:6; 49:23;50:9;51:17; 54:14;55:10;57:15; 59:16,23;61:24; 62:24;64:5,12;66:5, 12;68:18,25;73:1,7; 77:11;81:6,13;86:2; 89:4;90:9;94:2; 109:23;110:1;125:17; 132:12,18;133:1; 149:20;150:8,13; 151:13;153:2;156:17; 158:24;163:19; 164:14,25;172:22; 178:1;185:1;191:5; 199:7;200:1,16; 203:24;204:12,21; 205:13;208:25; 214:19;217:17,18; 219:3;237:21;245:11; 247:10,25 <b>today's (4)</b> 52:2;108:24;142:6; 232:4 <b>TODD (3)</b> 5:15;19:19;92:14 <b>together (6)</b> 89:5;100:13;136:9; 185:4;190:24;200:21 <b>TOGUT (1)</b> 6:2 <b>told (6)</b> 160:20;175:20; 177:24;195:19;196:2, 4 <b>tolerate (1)</b> 193:6 <b>tomorrow (4)</b> 222:12;243:4,5;	245:23 <b>tonight (1)</b> 222:12 <b>TONY (1)</b> 27:16 <b>took (4)</b> 126:7;168:12; 172:1;194:23 <b>tool (1)</b> 152:23 <b>top (4)</b> 93:10;147:5; 204:16;209:2 <b>Toronto (2)</b> 8:7;27:23 <b>tort (3)</b> 181:18;190:14; 196:12 <b>total (6)</b> 116:17;117:5; 135:13;201:1;206:12; 236:4 <b>totality (1)</b> 234:1 <b>totally (2)</b> 198:10;216:22 <b>touch (4)</b> 193:9;201:14; 221:14;248:1 <b>touched (2)</b> 180:24;188:24 <b>toward (2)</b> 153:16;154:24 <b>towards (3)</b> 93:10;159:20;245:1 <b>town (1)</b> 149:22 <b>TPP (1)</b> 117:3 <b>track (1)</b> 54:4 <b>Trade (4)</b> 24:13;25:4;126:6; 211:24 <b>traditionally (1)</b> 190:15 <b>TRAENKLE (1)</b> 46:20 <b>transaction (5)</b> 94:15,21;110:13; 187:2,3 <b>transactions (4)</b> 202:20;213:3,10; 234:8 <b>transfer (5)</b> 93:14;94:2;130:20; 131:15;207:20 <b>transferred (2)</b> 105:18;205:24 <b>transfers (1)</b> 94:18 <b>transition (1)</b> 71:1	<b>translated (1)</b> 95:11 <b>translation (2)</b> 169:7,10 <b>translations (1)</b> 169:8 <b>transparency (2)</b> 223:22;225:1 <b>TRAUSCH (1)</b> 43:8 <b>treat (1)</b> 150:2 <b>treated (4)</b> 123:4;144:1,3; 159:21 <b>treatment (18)</b> 96:15;97:19;101:9, 19;102:14,19;104:23; 122:24;124:2;126:23; 130:9;144:10,23; 181:15;182:2,19; 223:13;227:7 <b>treatments (1)</b> 102:4 <b>tribes (2)</b> 102:2;136:23 <b>tried (2)</b> 53:2;137:22 <b>triggered (1)</b> 110:10 <b>triggers (1)</b> 96:12 <b>trillions (1)</b> 211:19 <b>TROMBLEY (1)</b> 30:9 <b>TROOP (6)</b> 15:24;136:7; 155:10,12,12;158:21 <b>Troop's (1)</b> 173:9 <b>trouble (2)</b> 86:7;169:20 <b>true (15)</b> 59:19;62:2;64:8; 66:8;68:21;73:4;77:4, 8,10;81:8;85:24;91:5; 195:8,18;231:12 <b>truly (2)</b> 149:4;154:9 <b>Trust (73)</b> 19:3;34:20;35:3,14; 36:3,11,19;37:3,11, 20;38:3,11;45:13,16; 94:25;96:19;97:1; 102:5,15,25;103:1,5, 6,10;104:17,21; 126:19;127:18,18; 128:6,11,12,25;129:3, 8,9,11,12,20,25; 130:21;131:16;132:1; 134:21;135:2;142:5; 144:6,18;146:19,20,	22;147:1,3,6,21,22; 148:2,4,6,12,15,19; 152:3;157:16,17,20, 23;158:7,8,11,17; 235:18;240:19 <b>Trustee (10)</b> 15:11;23:19;24:12; 92:4;127:25;139:16; 158:6,7;221:10,13 <b>Trustee's (3)</b> 106:16;107:1,16 <b>trusts (3)</b> 96:16;120:2;135:1 <b>try (8)</b> 53:10;133:12,13, 14;161:11;174:12; 180:20;199:8 <b>trying (4)</b> 86:10,12;196:17; 198:4 <b>TUCKER (1)</b> 28:2 <b>tune (1)</b> 202:15 <b>turn (14)</b> 54:20;59:1;63:17; 65:17;72:12;77:1; 78:14;90:15;124:15, 20;140:24;199:10; 203:17;204:24 <b>turned (1)</b> 169:5 <b>Turning (7)</b> 111:18;116:10; 150:19;174:10; 200:25;201:17; 203:20 <b>tweak (1)</b> 167:16 <b>twelve-month (1)</b> 147:12 <b>twenty (5)</b> 112:25;115:3; 151:5,7;154:4 <b>twenty-five (1)</b> 239:9 <b>twenty-one (2)</b> 112:17;116:19 <b>two (38)</b> 47:14,15,23,24; 48:25;49:1;50:7,19; 53:19;55:23;56:9; 72:16;98:5,16;106:7; 108:18;112:1;113:2; 116:20;117:4;118:19; 119:9;127:9;141:5; 158:24;179:21; 180:13;209:14; 211:19;214:7;215:7, 15;217:10;232:3; 233:13,14;235:19; 240:4 <b>TX (8)</b>	4:6;7:6;16:22;17:5; 27:14;39:5;43:6; 44:18 <b>tying (1)</b> 107:24 <b>TYLER (1)</b> 30:8 <b>type (2)</b> 173:18;181:18 <b>types (2)</b> 104:14;140:5 <b>typical (3)</b> 110:13,20;212:24
<b>U</b>				
<b>UCB (1)</b> 27:11 <b>UCC (22)</b> 22:12;49:13;51:23; 52:19;53:15;55:15, 16;56:3,14,23;57:2,5; 71:1;95:1;96:8;99:23; 107:3;124:22;173:6; 185:18;199:11; 209:11 <b>UK (1)</b> 117:17 <b>ultimately (13)</b> 94:12;99:14; 106:19;130:11; 137:21;141:8;153:19; 170:17;175:25; 186:16;191:5;220:14; 247:16 <b>UMB (3)</b> 24:11;45:8;46:21 <b>Um-hum (2)</b> 98:11;114:23 <b>unable (1)</b> 123:1 <b>unambiguous (1)</b> 237:15 <b>unaware (1)</b> 123:1 <b>unbelievable (1)</b> 132:23 <b>uncertain (2)</b> 157:10,12 <b>unclear (1)</b> 239:24 <b>uncommon (1)</b> 203:13 <b>uncontested (4)</b> 50:20,22;54:1; 214:6 <b>unconventional (1)</b> 186:22 <b>under (66)</b> 50:20;67:22;80:21; 94:5,18,20;104:23,25; 105:11;107:9,21; 108:13;110:12;				

<p>113:22;118:2;119:4; 121:13;122:2,14; 123:19;124:5,11; 129:11;130:17; 131:22;166:22;167:7, 9,16,17;172:9; 173:11;175:14; 180:24;181:11; 189:10;190:17,19; 191:2;193:15;200:8, 12,18;202:4,9; 203:12;211:17;212:5, 5,13;216:6;227:13,17, 19,22;228:13,25; 229:5,13;233:20; 238:4;239:3,11; 240:22,24;242:4</p> <p><b>Underhill (1)</b> 38:20</p> <p><b>underlines (1)</b> 151:4</p> <p><b>underly (2)</b> 151:9,22</p> <p><b>underlying (1)</b> 187:3</p> <p><b>undersecured (2)</b> 99:1;172:25</p> <p><b>understands (1)</b> 138:6</p> <p><b>understood (3)</b> 123:24;137:11; 220:2</p> <p><b>undertaken (1)</b> 204:19</p> <p><b>undertaking (1)</b> 112:23</p> <p><b>undervalues (1)</b> 201:7</p> <p><b>underway (1)</b> 108:20</p> <p><b>UNDERWOOD (1)</b> 43:17</p> <p><b>underwriter (1)</b> 218:7</p> <p><b>undisputed (4)</b> 236:23;239:13; 241:1,4</p> <p><b>undo (1)</b> 191:8</p> <p><b>undoubtedly (1)</b> 129:10</p> <p><b>unencumbered (2)</b> 126:8,9</p> <p><b>unfair (3)</b> 123:24;238:3; 241:19</p> <p><b>unfairly (2)</b> 123:15;228:23</p> <p><b>unfortunate (2)</b> 133:20;203:11</p> <p><b>Unfortunately (4)</b> 138:10;211:15; 213:14;229:14</p>	<p><b>unhappiness (1)</b> 172:20</p> <p><b>unhappy (4)</b> 166:1,1;200:6,7</p> <p><b>UNIDENTIFIED (2)</b> 227:5;246:12</p> <p><b>unilingual (1)</b> 179:14</p> <p><b>unimpaired (1)</b> 95:14</p> <p><b>unique (2)</b> 153:1;186:8</p> <p><b>uniqueness (1)</b> 165:4</p> <p><b>UNITED (11)</b> 15:10,11;29:12; 33:3;104:10;181:5; 184:12;221:10; 239:23;242:9,10</p> <p><b>units (1)</b> 106:13</p> <p><b>universe (1)</b> 135:20</p> <p><b>University (1)</b> 42:13</p> <p><b>unless (12)</b> 90:1;108:3;115:21; 118:3;139:2;142:12; 155:6;175:10;187:12; 197:4;203:16;204:23</p> <p><b>unpaid (1)</b> 96:2</p> <p><b>unquestionably (1)</b> 150:16</p> <p><b>unresolved (2)</b> 49:2,5</p> <p><b>Unsecured (34)</b> 8:14;71:6;72:5; 73:18;74:16;91:13, 25;96:6;100:12; 105:19;116:25; 125:23;126:5,16,23; 127:7,7,12,17;128:19; 132:5;189:15,25; 190:1,15,24;206:3; 211:16,20,23;212:3; 213:11;226:13;230:8</p> <p><b>unsophisticated (1)</b> 138:19</p> <p><b>unsophisticateds (1)</b> 138:21</p> <p><b>unsustainable (1)</b> 151:17</p> <p><b>untimeliness (4)</b> 113:13,19;115:22, 24</p> <p><b>unusual (2)</b> 148:5,14</p> <p><b>unwittingly (1)</b> 138:24</p> <p><b>up (41)</b> 48:15;50:14;51:25; 53:2;54:5;57:17;</p>	<p>71:21;74:24;82:20; 95:1;96:11;102:19; 103:10;104:18;116:5; 123:7;129:18;135:1; 139:22,25;140:13; 146:23;147:5;148:18; 150:21;156:24; 158:11;161:19; 172:23;173:1;174:16; 186:5;192:9;194:8; 196:22,23;210:22; 222:21;234:7;245:1,3</p> <p><b>update (2)</b> 49:18;52:14</p> <p><b>updated (2)</b> 208:25;216:3</p> <p><b>upon (9)</b> 98:20;100:7; 101:23;102:3;174:5; 182:2;193:24;224:16; 242:16</p> <p><b>urge (1)</b> 158:18</p> <p><b>urgency (1)</b> 133:21</p> <p><b>urges (1)</b> 149:11</p> <p><b>USA (3)</b> 20:11;21:3;22:3</p> <p><b>USC (1)</b> 233:19</p> <p><b>use (5)</b> 92:13;168:14; 169:20;219:13;238:8</p> <p><b>used (10)</b> 98:4;145:8;146:21; 151:3;156:4,6;158:8; 196:22;224:21;238:4</p> <p><b>uses (2)</b> 106:10,12</p> <p><b>using (3)</b> 98:10;101:11;119:6</p> <p><b>usually (1)</b> 246:23</p> <p><b>utilize (1)</b> 137:3</p> <p><b>utilized (1)</b> 229:15</p> <p><b>utmost (1)</b> 204:19</p>	<p>203:16;231:19</p> <p><b>value (42)</b> 91:11;99:2,4; 100:12;101:7,16; 116:17;120:1;121:13, 24;124:5,8,11;133:13, 24;135:14,20;138:11; 140:15;143:17; 148:19;151:1,3,4,21; 172:20;201:10;202:8, 22;203:12;204:3,4,5, 14;213:11;227:20; 229:18;230:7;231:5, 8,13;245:13</p> <p><b>valued (1)</b> 128:23</p> <p><b>VAN (1)</b> 17:25</p> <p><b>Varick (1)</b> 15:12</p> <p><b>variety (1)</b> 201:23</p> <p><b>Various (25)</b> 43:12;47:16;53:11; 70:19;79:2;89:7; 90:17;96:16;99:2; 105:12;128:15; 137:14;143:21;146:8; 151:3;154:19;201:13; 223:12,21;224:24; 226:6;230:23;231:22, 23;234:7</p> <p><b>version (2)</b> 48:8;117:19</p> <p><b>versus (2)</b> 119:8;183:15</p> <p><b>vested (3)</b> 128:11,12;129:5</p> <p><b>vestiges (1)</b> 212:22</p> <p><b>via (4)</b> 75:9;126:4;132:18; 236:24</p> <p><b>viable (1)</b> 153:14</p> <p><b>Viatris (2)</b> 28:11;29:3</p> <p><b>vice (3)</b> 162:5;179:23;180:6</p> <p><b>victim (5)</b> 135:15,21;144:2; 164:17;170:24</p> <p><b>victims (9)</b> 136:25,25;170:11, 17;173:18;181:20; 182:3;183:5,5</p> <p><b>victory (1)</b> 171:3</p> <p><b>view (5)</b> 100:2;133:15; 135:11;136:8;171:22</p> <p><b>viewed (1)</b> 230:25</p>	<p><b>views (1)</b> 237:22</p> <p><b>vigorously (1)</b> 153:9</p> <p><b>violation (3)</b> 171:5;178:22; 241:20</p> <p><b>VIRGINIA (2)</b> 17:10,11</p> <p><b>vis-a-vis (1)</b> 182:2</p> <p><b>voice (2)</b> 143:20;238:24</p> <p><b>voiced (1)</b> 227:12</p> <p><b>volume (3)</b> 67:22;86:12;113:7</p> <p><b>voluntary (3)</b> 91:17;136:1;235:17</p> <p><b>Von (1)</b> 35:4</p> <p><b>vote (13)</b> 112:3;114:20; 121:12;123:13; 136:16,16;139:7,9,21; 197:3,3;224:3;226:2</p> <p><b>voted (14)</b> 91:21,21;115:18; 116:16;120:3;121:7; 123:17;125:21,23; 136:13,18;154:8; 224:6,6</p> <p><b>voters (1)</b> 154:5</p> <p><b>votes (13)</b> 68:6;112:6;113:6; 114:6;116:20,24; 117:1,2;139:22,25; 140:2;210:22;223:4</p> <p><b>voting (28)</b> 112:17;113:5,7,9, 14,16;114:7,12;115:6, 17;116:4,10,11,15,17, 18,19;120:3;123:17; 136:12;154:2,4,4; 157:5;193:10,12; 206:7;210:21</p>
<b>W</b>				
		<b>V</b>		
		<p><b>vaginal (1)</b> 144:15</p> <p><b>VALERIA (1)</b> 17:7</p> <p><b>valid (4)</b> 113:6,13;240:13,17</p> <p><b>validate (1)</b> 170:21</p> <p><b>valuation (4)</b> 100:24;201:17;</p>	<p><b>WACHTELL (1)</b> 23:2</p> <p><b>Wacker (1)</b> 5:20</p> <p><b>wait (10)</b> 80:13;84:1,1;86:14, 18,18,18;88:9;109:9; 209:5</p> <p><b>waiting (1)</b> 214:14</p> <p><b>waive (1)</b> 113:13</p> <p><b>waived (1)</b></p>	

<p>113:19  <b>wake (1)</b>                  235:2  <b>Walden (7)</b>                  208:22;209:9,16;                  210:10,10,15;232:10  <b>walk (11)</b>                  48:7,21;49:7;50:5,                  12;52:15;111:10;                  118:14;213:22;                  214:19;222:4  <b>walked (2)</b>                  100:3;173:3  <b>WALKER (1)</b>                  27:10  <b>Wall (4)</b>                  7:14;35:10;37:12;                  117:16  <b>Walmart (1)</b>                  32:14  <b>wants (1)</b>                  57:22  <b>WARREN (1)</b>                  24:10  <b>Washington (7)</b>                  5:13;11:5,14;13:14,                  22;22:15;38:5  <b>WASSON (9)</b>                  8:24;125:4;211:3,3,                  6,10;212:10,13;                  213:10  <b>waste (1)</b>                  135:7  <b>watershed (1)</b>                  152:4  <b>WATKINS (1)</b>                  24:2  <b>way (22)</b>                  55:19;56:5;58:24;                  71:12;99:6;101:13;                  103:14;106:23;                  127:14;129:25;133:9;                  177:15;179:20;181:3;                  182:8;183:12;192:6;                  213:6;217:22,22;                  220:12;236:15  <b>ways (1)</b>                  190:21  <b>WEBER (1)</b>                  6:17  <b>website (2)</b>                  117:23;169:8  <b>week (3)</b>                  78:18;125:20;                  139:25  <b>weekend (1)</b>                  221:19  <b>weeks (1)</b>                  185:5  <b>week's (1)</b>                  51:15  <b>WEISS (3)</b>                  21:11;28:7;29:11</p>	<p><b>Wells (1)</b>                  45:24  <b>WELSH (1)</b>                  25:24  <b>weren't (2)</b>                  114:25;135:3  <b>West (9)</b>                  15:20;16:21;17:10,                  11;23:4;27:21;30:4;                  40:4;44:17  <b>Westchester (1)</b>                  27:4  <b>WHARTON (1)</b>                  21:11  <b>what's (10)</b>                  57:21;99:12,21;                  100:7,8;110:21;                  133:1;167:10;174:20;                  204:5  <b>wheel (1)</b>                  134:19  <b>whenever (2)</b>                  134:9,10  <b>Whereas (1)</b>                  139:1  <b>Whereupon (1)</b>                  248:5  <b>wherever (1)</b>                  185:9  <b>WHETSTONE (1)</b>                  10:9  <b>WHITE (3)</b>                  22:2;27:5;93:25  <b>whoa (3)</b>                  84:3,3,3  <b>who'd (10)</b>                  60:10;62:13;64:18;                  66:18;69:6,14;87:17;                  160:1;197:12;206:24  <b>whole (7)</b>                  134:8,9;139:11;                  143:17;196:5;199:24;                  201:5  <b>who's (8)</b>                  52:15;125:6,12;                  128:2;162:5;170:24;                  191:17;193:8  <b>whose (2)</b>                  170:24;242:20  <b>wife (1)</b>                  215:8  <b>WIFFEN (1)</b>                  8:10  <b>WILCOX (1)</b>                  27:10  <b>WILKINSON (1)</b>                  46:21  <b>WILLIAM (4)</b>                  22:20;23:24;46:16,                  20  <b>WILLIAMS (1)</b>                  35:20  <b>willing (1)</b></p>	<p>243:12  <b>WILLKIE (1)</b>                  44:9  <b>WILMER (2)</b>                  25:2,10  <b>Wilmington (6)</b>                  4:14;12:5;25:11;                  30:16;32:17;158:7  <b>WILSON (2)</b>                  24:19;27:2  <b>win (2)</b>                  195:20;196:1  <b>wind- (1)</b>                  94:12  <b>wind-down (2)</b>                  203:7;230:15  <b>WINTHROP (2)</b>                  15:18;155:12  <b>wish (14)</b>                  53:18;57:9;60:5;                  70:14;77:13;81:18;                  89:1;207:10;208:7;                  209:17;210:6;224:12;                  244:20;245:18  <b>wishes (1)</b>                  208:2  <b>WISLER (1)</b>                  30:18  <b>withdraw (1)</b>                  210:15  <b>withdrawn (2)</b>                  207:17;208:2  <b>within (7)</b>                  104:21;127:12;                  140:2;144:8;205:22;                  207:19;242:5  <b>without (6)</b>                  110:21;131:20;                  150:21;243:12,21;                  247:9  <b>witness (58)</b>                  55:22;56:8;57:25;                  58:3,5,7,11;60:11,18,                  22;61:2,5;62:20;63:3,                  6,10;65:2,6,7,11;                  66:25;67:2,5,8,12,19;                  69:15;71:8,17,24;                  72:2;73:21,23;75:5,8,                  9,21;78:1;79:11,19,                  23;80:2;82:2;83:4,7,                  23;84:10,22;85:3;                  86:10,12,17,20,22,24;                  87:16;88:1,3  <b>witnessed (1)</b>                  154:17  <b>witnesses (6)</b>                  51:13,17,17;57:14;                  69:22;71:13  <b>woefully (1)</b>                  144:14  <b>woke (1)</b>                  186:5  <b>word (2)</b></p>	<p>154:15;194:24  <b>words (4)</b>                  134:8;181:9;                  194:23;246:17  <b>work (28)</b>                  50:21;75:16;92:9;                  108:22,23;109:22;                  127:1;128:9;149:8,8;                  153:23;155:14,16;                  166:4;175:18;184:4;                  185:19,21;186:18;                  190:8;192:7;243:10,                  13,21,24;244:11,14;                  251:9  <b>worked (4)</b>                  71:13;146:12;                  148:10;234:13  <b>workers (3)</b>                  131:9,9,13  <b>working (6)</b>                  153:9;169:11;                  206:14;216:8;227:5;                  245:1  <b>works (9)</b>                  51:5,11;54:3,4;                  118:23;127:14;                  129:25;147:1;166:15  <b>World (10)</b>                  24:13;25:4;138:8,                  10;165:14;176:10,11;                  185:6;195:3;247:7  <b>worst (1)</b>                  141:23  <b>worth (4)</b>                  153:16;201:19;                  202:14;203:6  <b>wound (1)</b>                  94:6  <b>wrap (1)</b>                  222:21  <b>wrong (2)</b>                  80:13;82:21  <b>WUSSOW (1)</b>                  34:24  <b>WV (2)</b>                  17:14;34:22  <b>WYRON (2)</b>                  11:10,17</p>	<p><b>yesterday (6)</b>                  67:21;114:12;                  116:3;139:23;150:11;                  165:12  <b>YOO-JEUNG (1)</b>                  28:15  <b>York (44)</b>                  5:12;6:5;8:16;9:5;                  12:18;13:5;14:5;                  15:13,21;16:5;19:6;                  20:14;21:14;22:6;                  23:5,21;24:5,15;25:5;                  26:16;28:13;29:15;                  31:6,14;32:5;33:6,16;                  34:5;36:5,22;37:14;                  40:16;41:6;42:6,13;                  43:23,23;44:2,4,11;                  117:16;159:7;171:21;                  211:14  <b>YOUNG (4)</b>                  12:2,14;79:9;                  143:12</p>
<b>Z</b>				
<p><b>ZACHARY (1)</b>                  21:19  <b>Zed (1)</b>                  232:21  <b>ZOOM (162)</b>                  5:7,15;6:7,16,17;                  7:17;8:9,10,18,21;                  9:10,11,20;10:8,9;                  12:9,10,20;13:7;                  14:10,23;15:7,15,23;                  16:7,8,16,24;17:7,16,                  25;18:8,16;19:8,9,10,                  19;20:7,16,17;21:8,                  16,17,18,19;22:8,17,                  19,20;23:7,15,23,24;                  24:7,17,18,19;25:7,                  15,23,24;26:7,8,9,18;                  27:7,16,25;28:7,15,                  16,17;29:8,17;30:8,9,                  18;31:8,16,17;32:7,8,                  10,19,20,21,22;33:10,                  18;34:16,24;35:8,9,                  10,19,20;36:7,15,24;                  37:7,16,25;38:7,15,                  24;39:7,16,25;40:8,9,                  18;41:8,17;42:8,17;                  43:8,17,25;44:6,13,                  20;45:3,4,6,7,8,11,12,                  13,15,16,17,18,19,20,                  21,22,24,25;46:3,4,5,                  6,7,8,9,13,14,16,17,                  18,19,20,21;75:9;                  83:3,3,4,7;132:18;                  205:5;207:4</p>				
<b>Y</b>				
<p><b>Yards (1)</b>                  13:4  <b>year (9)</b>                  122:10;125:25;                  126:11;145:14;                  155:25;158:10,10;                  190:4;193:8  <b>years (3)</b>                  145:12;147:6;234:6  <b>Yep (5)</b>                  118:24;162:15;                  188:14;209:3,8</p>				
<b>0</b>				
<b>0.32 (1)</b>				

96:11 <b>02109 (1)</b> 25:13 <b>02110 (1)</b> 26:5 <b>02116 (1)</b> 4:23 <b>02199 (1)</b> 19:17 <b>06110 (1)</b> 25:21 <b>07068 (2)</b> 15:5;23:13 <b>07102 (1)</b> 43:15	42:6 <b>10014 (1)</b> 15:13 <b>10016 (1)</b> 23:21 <b>10017 (3)</b> 28:13;32:5;41:6 <b>10018 (2)</b> 33:16;40:16 <b>10019 (6)</b> 15:21;19:6;20:14; 21:14;23:5;44:11 <b>10020 (3)</b> 12:18;22:6;24:5 <b>10022 (2)</b> 29:15;31:6 <b>100281 (1)</b> 26:16 <b>10036 (5)</b> 8:16;14:5;16:5; 31:14;34:5 <b>10119 (1)</b> 6:5 <b>10123 (1)</b> 36:22 <b>10165 (1)</b> 36:5 <b>10166 (1)</b> 9:5 <b>10250 (1)</b> 41:13 <b>103 (1)</b> 140:15 <b>105 (1)</b> 23:12 <b>10604 (1)</b> 27:5 <b>11 (36)</b> 59:6;61:14;63:20; 65:19;68:7;70:8; 76:13;80:19,21; 91:18;103:20;104:8; 107:4;126:22,25; 148:1;153:13;154:6; 163:14,22;164:4,8,10; 200:24;201:20,24; 203:13;206:11;217:1; 223:4,11;229:20; 233:19;236:25; 237:14;238:12 <b>11.385 (1)</b> 146:24 <b>11.4 (1)</b> 123:8 <b>11.88 (1)</b> 104:18 <b>110,000 (1)</b> 155:24 <b>112 (1)</b> 17:3 <b>1122 (1)</b> 180:23 <b>1122a (1)</b>	242:4 <b>1123b (2)</b> 118:17,25 <b>1123b3A (1)</b> 226:9 <b>1125 (1)</b> 223:7 <b>1125a1 (1)</b> 224:20 <b>1127a7 (1)</b> 227:10 <b>1129 (6)</b> 52:15;118:11,14; 124:12;150:15; 226:21 <b>1129a (3)</b> 123:12;228:19; 232:16 <b>1129a1 (2)</b> 118:18;119:1 <b>1129a11 (2)</b> 118:20;122:3 <b>1129a3 (6)</b> 118:19;120:16,22; 233:17,19;234:2 <b>1129a7 (5)</b> 118:20;121:10,16; 227:17;228:9 <b>1129a8 (5)</b> 123:13;228:10,16, 20,22 <b>1129b (6)</b> 118:21;123:11; 228:17;229:15;238:4; 240:22 <b>1129b2 (1)</b> 229:7 <b>1129b2Cii (1)</b> 229:7 <b>113 (1)</b> 114:4 <b>1133 (1)</b> 27:4 <b>1140 (1)</b> 189:19 <b>1177 (1)</b> 8:15 <b>11791 (1)</b> 38:22 <b>118 (1)</b> 38:21 <b>1185 (1)</b> 31:12 <b>119.7 (1)</b> 140:14 <b>12 (2)</b> 104:1;107:5 <b>120 (3)</b> 35:15;37:21;203:6 <b>1200 (1)</b> 10:5 <b>1201 (2)</b> 30:14;43:14	<b>120-million- (1)</b> 230:14 <b>1221 (2)</b> 22:5;43:4 <b>1250 (1)</b> 40:4 <b>1270 (1)</b> 12:16 <b>1271 (1)</b> 24:4 <b>1285 (1)</b> 21:13 <b>1299 (1)</b> 13:13 <b>12th (1)</b> 112:14 <b>13 (1)</b> 104:12 <b>1301 (2)</b> 19:4;20:13 <b>1313 (1)</b> 32:15 <b>13202 (1)</b> 42:15 <b>1350 (1)</b> 39:22 <b>137 (2)</b> 42:4;233:24 <b>139 (1)</b> 233:24 <b>14 (1)</b> 70:23 <b>140 (1)</b> 208:24 <b>1400 (2)</b> 29:5;39:13 <b>1401 (1)</b> 18:4 <b>1408 (1)</b> 36:21 <b>141 (1)</b> 209:2 <b>1440 (1)</b> 5:12 <b>15 (2)</b> 113:20;123:18 <b>150 (1)</b> 230:19 <b>1500 (1)</b> 28:4 <b>15222 (1)</b> 28:5 <b>1540 (1)</b> 34:4 <b>155 (3)</b> 5:20;208:25;209:2 <b>15th (6)</b> 16:21;17:22;86:5; 114:3;116:1,5 <b>16 (7)</b> 104:12;123:18; 227:12,25;228:14; 229:1;251:7	<b>1600 (1)</b> 7:5 <b>16th (1)</b> 232:25 <b>1702 (1)</b> 34:13 <b>17112 (1)</b> 17:23 <b>175 (1)</b> 24:14 <b>17th (3)</b> 39:21;163:21; 238:17 <b>1800 (1)</b> 35:16 <b>1825 (1)</b> 11:4 <b>18th (1)</b> 6:13 <b>19 (2)</b> 78:20;79:3 <b>1900 (1)</b> 17:12 <b>19102 (1)</b> 18:6 <b>19801 (4)</b> 4:14;12:5;30:16; 32:17 <b>1984 (1)</b> 233:24 <b>1996 (1)</b> 163:2 <b>1999 (1)</b> 29:4 <b>1A4 (1)</b> 27:23 <b>1L (1)</b> 23:19 <b>1Ls (8)</b> 52:19;99:1,6; 172:24;173:9;212:10, 12;220:17 <b>1Ls' (1)</b> 100:2
<b>1</b>				<b>2</b>
1 (16) 37:4;44:3;50:20; 51:4;54:1;58:19;59:1; 70:2,20;78:20;79:3; 95:12;118:17;214:6; 225:11;243:25 <b>1,400 (1)</b> 113:9 <b>1.1.132 (1)</b> 165:11 <b>1.1.175 (1)</b> 165:11 <b>1.15 (2)</b> 147:1,4 <b>1.4 (1)</b> 206:14 <b>1:10 (2)</b> 161:17,18 <b>1:11 (1)</b> 161:25 <b>10 (2)</b> 67:22;103:16 <b>10.10 (1)</b> 130:13 <b>10.2 (1)</b> 105:11 <b>10.3 (1)</b> 106:1 <b>10.4 (1)</b> 106:1 <b>100 (3)</b> 14:19;27:21;170:19 <b>1000 (2)</b> 4:4;12:4 <b>10001 (1)</b> 13:5 <b>10004 (1)</b> 44:4 <b>10005 (2)</b> 37:14;43:23 <b>10007 (3)</b> 24:15;25:5;33:6 <b>1001 (1)</b> 27:12 <b>10010 (1)</b>				<b>2 (15)</b> 10:15;26:4;49:21, 22;51:1,4,6,10;53:23; 63:18;95:12;161:18, 24;214:5;225:8 <b>2.2 (1)</b> 206:12 <b>2.3 (1)</b> 126:5 <b>2.5 (1)</b> 206:10 <b>2:18 (1)</b> 161:25 <b>200 (6)</b> 9:4;87:1;95:24,24; 98:2;122:18

<b>200,000 (1)</b> 103:24	<b>222 (1)</b> 39:12	<b>3,715 (1)</b> 231:6	<b>3782 (1)</b> 113:4	<b>4:36 (1)</b> 214:12
<b>2000 (2)</b> 27:13;38:4	<b>224 (1)</b> 251:7	<b>3.8 (1)</b> 116:21	<b>3783 (1)</b> 113:4	<b>40 (1)</b> 37:12
<b>20003 (1)</b> 22:15	<b>225 (1)</b> 26:14	<b>3:40 (1)</b> 214:12	<b>3785 (2)</b> 132:15;165:3	<b>400 (2)</b> 6:12;22:14
<b>20004 (1)</b> 13:14	<b>22nd (2)</b> 31:13;113:5	<b>30 (2)</b> 244:19,23	<b>3786 (2)</b> 76:17;132:17	<b>400,000 (1)</b> 136:17
<b>20005 (1)</b> 5:13	<b>23 (2)</b> 235:6;241:14	<b>300 (4)</b> 11:13;16:21;34:12; 35:5	<b>3787 (1)</b> 231:24	<b>4000 (1)</b> 43:5
<b>20006 (3)</b> 11:5;13:22;38:5	<b>23rd (2)</b> 191:19;238:5	<b>31 (2)</b> 15:20;216:20	<b>3790 (1)</b> 59:8	<b>40031 (1)</b> 37:5
<b>2001 (1)</b> 13:21	<b>24 (2)</b> 235:13,18	<b>3161 (1)</b> 10:4	<b>3791 (1)</b> 63:21	<b>401 (1)</b> 17:13
<b>20037 (1)</b> 11:14	<b>245 (1)</b> 251:9	<b>3200 (1)</b> 14:20	<b>3792 (3)</b> 72:14;73:12;74:5	<b>4100 (1)</b> 40:5
<b>2007 (1)</b> 226:14	<b>245,000 (1)</b> 147:9	<b>32601 (1)</b> 38:13	<b>3793 (2)</b> 65:21;203:1	<b>415 (1)</b> 31:4
<b>201 (1)</b> 15:12	<b>250,000 (1)</b> 147:8	<b>32nd (1)</b> 19:16	<b>3794 (1)</b> 80:22	<b>41st (1)</b> 43:22
<b>2010 (1)</b> 234:5	<b>25306 (1)</b> 17:14	<b>33 (1)</b> 235:23	<b>3795 (2)</b> 61:16;202:17	<b>4200 (1)</b> 30:5
<b>2014 (1)</b> 163:11	<b>25311 (1)</b> 34:22	<b>33134 (1)</b> 16:14	<b>3799 (1)</b> 113:15	<b>425 (1)</b> 32:4
<b>2017 (1)</b> 211:14	<b>2574 (1)</b> 103:19	<b>333 (2)</b> 8:5;9:17	<b>37th (1)</b> 37:13	<b>42nd (2)</b> 19:5;36:4
<b>2018 (2)</b> 170:2;232:24	<b>25th (2)</b> 112:16,20	<b>335 (1)</b> 41:4	<b>38 (2)</b> 86:13;87:21	<b>432 (1)</b> 191:25
<b>2019 (2)</b> 162:22;238:5	<b>2600 (1)</b> 18:13	<b>34 (3)</b> 217:13;234:9;236:6	<b>3802 (2)</b> 94:17;96:18	<b>439 (1)</b> 234:4
<b>2022 (4)</b> 152:1;191:19; 232:25;238:17	<b>27 (2)</b> 244:19,23	<b>3400 (2)</b> 8:6;27:22	<b>3810 (1)</b> 44:17	<b>45 (1)</b> 16:13
<b>2023 (9)</b> 145:15;146:9; 153:6;195:8;236:23; 239:4,5,7,8	<b>273 (1)</b> 157:1	<b>35 (1)</b> 238:25	<b>3822 (2)</b> 244:19,23	<b>450 (2)</b> 36:20;156:24
<b>2024 (2)</b> 163:21;165:3	<b>274 (1)</b> 101:22	<b>35,000 (1)</b> 117:1	<b>3840 (1)</b> 102:17	<b>452 (1)</b> 226:14
<b>2028 (1)</b> 122:11	<b>28 (1)</b> 43:21	<b>353 (1)</b> 20:4	<b>3849 (1)</b> 165:12	<b>460 (1)</b> 157:1
<b>2030 (1)</b> 34:21	<b>2801 (1)</b> 7:4	<b>354,000 (1)</b> 117:2	<b>3851 (1)</b> 209:16	<b>461 (1)</b> 226:14
<b>2033 (1)</b> 144:19	<b>28th (1)</b> 145:15	<b>357 (1)</b> 116:24	<b>3853 (1)</b> 108:12	<b>46204 (1)</b> 36:13
<b>20th (1)</b> 30:15	<b>29th (3)</b> 113:10;114:2,9	<b>3603 (1)</b> 117:20	<b>3859 (4)</b> 68:9;69:9;116:4; 136:12	<b>465 (1)</b> 156:25
<b>2100 (1)</b> 29:14	<b>2d (2)</b> 226:14;233:24	<b>362 (1)</b> 241:18	<b>3868 (2)</b> 48:9,19	<b>47 (1)</b> 164:3
<b>2101 (1)</b> 11:12	<b>2S7 (1)</b> 8:7	<b>3687 (4)</b> 96:18;102:7,17; 103:7	<b>3869 (1)</b> 50:14	<b>4701 (1)</b> 35:4
<b>211 (1)</b> 36:12	<b>3</b>	<b>36th (2)</b> 26:15;37:22	<b>390 (1)</b> 28:12	<b>475 (1)</b> 117:2
<b>214 (1)</b> 231:23	<b>3 (8)</b> 7:13;24:13;31:5; 65:17;95:15;118:19; 203:1;216:18	<b>3711 (4)</b> 85:15;87:12,20; 163:13	<b>390 (1)</b> 33:5;239:4	<b>478 (1)</b> 226:14
<b>22 (1)</b> 5:4	<b>3.515 (1)</b> 231:6	<b>3756 (1)</b> 97:25	<b>4</b>	<b>495,000 (1)</b> 146:25
<b>220 (1)</b> 211:13	<b>3.6 (1)</b> 206:11	<b>3777 (1)</b> 209:16	<b>4 (5)</b> 61:12;96:5,15; 118:20;202:18	<b>4A (1)</b> 107:2
<b>2200 (1)</b> 39:4	<b>3.615 (1)</b> 231:7	<b>3780 (1)</b> 117:13	<b>4.3 (1)</b> 216:1	<b>4B (1)</b> 116:25
<b>2210 (1)</b> 12:17	<b>3.7 (2)</b> 96:10;206:3	<b>3781 (1)</b> 112:12	<b>4:15 (2)</b> 214:2,11	<b>4BQ (1)</b> 5:5
				<b>4F (1)</b> 107:3
				<b>4W8 (1)</b>

40:6	135:13,17;206:8,17	<b>74 (1)</b> 240:5	231:2
<b>5</b>	<b>60601 (1)</b> 39:14	<b>751 (1)</b> 233:24	<b>90 (2)</b> 23:20;236:22
<b>5 (8)</b> 72:12;97:3,11,15, 19;102:7;118:21; 138:1	<b>60602 (2)</b> 30:6;37:23	<b>75201 (2)</b> 7:6;39:5	<b>90,000 (3)</b> 141:22;170:14; 196:23
<b>5.20 (1)</b> 130:20	<b>60606 (2)</b> 5:21;35:17	<b>762,000 (1)</b> 117:5	<b>900 (2)</b> 29:13;41:14
<b>5.20b6 (1)</b> 96:20	<b>60654 (1)</b> 20:5	<b>77002 (2)</b> 4:6;27:14	<b>90013 (1)</b> 34:14
<b>5.8 (1)</b> 101:6	<b>608 (1)</b> 234:4	<b>77010 (1)</b> 43:6	<b>90067 (2)</b> 29:6;41:15
<b>5:30 (1)</b> 248:5	<b>620 (2)</b> 33:15;40:15	<b>77027 (1)</b> 44:18	<b>90071 (2)</b> 6:14;9:18
<b>500 (5)</b> 4:22;108:8,16; 170:18;233:6	<b>626 (1)</b> 38:12	<b>78205 (1)</b> 17:5	<b>9019 (3)</b> 118:18;119:1; 226:10
<b>500-million-dollar (1)</b> 206:9	<b>64 (1)</b> 164:5	<b>787 (1)</b> 44:10	<b>91 (1)</b> 236:22
<b>51 (1)</b> 23:4	<b>640 (1)</b> 91:14	<b>78711 (1)</b> 16:22	<b>920 (1)</b> 4:13
<b>52nd (3)</b> 15:20;23:4;31:4	<b>644 (1)</b> 241:18	<b>792 (1)</b> 189:19	<b>92612 (1)</b> 10:6
<b>55 (1)</b> 13:4	<b>65 (1)</b> 233:2	<b>7A (9)</b> 107:3;117:2; 165:25;183:4;233:11; 239:12,15;241:4; 242:6	<b>92660 (1)</b> 35:6
<b>550 (1)</b> 21:5	<b>654 (1)</b> 241:18	<b>7C (1)</b> 233:5	<b>93721 (1)</b> 18:14
<b>555 (1)</b> 21:4	<b>6800 (1)</b> 4:5	<b>7D (1)</b> 117:3	<b>94 (1)</b> 236:17
<b>56 (3)</b> 130:12,18;131:14	<b>6A (1)</b> 102:4	<b>7E (1)</b> 107:3	<b>94104 (1)</b> 21:6
<b>561 (1)</b> 234:4	<b>6B (2)</b> 101:24;156:8	<b>7th (3)</b> 113:14;165:3;239:5	<b>94111 (1)</b> 14:21
<b>57 (2)</b> 130:22;233:2	<b>6-billion-dollar (1)</b> 230:14		<b>96.3 (1)</b> 95:20
<b>570 (1)</b> 43:13	<b>6C (1)</b> 102:4	<b>8</b>	<b>975 (2)</b> 202:1;230:2
<b>575 (2)</b> 38:20;211:13	<b>6th (1)</b> 32:16		<b>976,000 (1)</b> 112:24
<b>58 (1)</b> 131:11	<b>7</b>	<b>8 (6)</b> 70:2,20;102:18; 220:21;230:21;251:9	<b>99.9 (3)</b> 116:16;121:6;224:6
<b>580 (1)</b> 18:5	<b>7 (17)</b> 16:4;25:4;102:7,8; 113:23,25;114:2; 116:6;121:14,20; 181:1;220:21;227:22; 228:6,8;229:24; 230:12	<b>8.1 (1)</b> 229:20	<b>9th (4)</b> 41:5;42:5;223:3,25
<b>585 (1)</b> 117:6	<b>7.25 (1)</b> 103:3	<b>8.8 (2)</b> 164:22;168:18	
<b>59 (1)</b> 130:12	<b>70 (1)</b> 30:4	<b>800 (1)</b> 19:15	
<b>5th (1)</b> 239:8	<b>700 (3)</b> 22:13;39:21;233:5	<b>80202 (1)</b> 39:23	
<b>6</b>	<b>700,000 (1)</b> 154:5	<b>85 (1)</b> 144:19	
<b>6 (8)</b> 17:13;101:19,19, 21;102:2;140:4; 203:5;229:24	<b>7023 (2)</b> 241:11,13	<b>86 (1)</b> 33:4	
<b>6,43 (1)</b> 233:2	<b>71 (1)</b> 240:5	<b>89 (1)</b> 251:3	
<b>60 (3)</b> 25:12;36:4;126:17	<b>711 (1)</b> 163:4	<b>89.7 (2)</b> 102:11;140:17	
<b>600 (4)</b>	<b>735 (1)</b> 17:4	<b>9</b>	
		<b>9 (7)</b> 49:20;70:23;103:2; 217:11;218:3;220:21;	

**THIS IS EXHIBIT "N"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Apell*

---

Commissioner for Taking Affidavits

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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**DECLARATION OF MARK BRADLEY IN SUPPORT OF CONFIRMATION OF THE  
THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF  
ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS**

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 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”). I am also a member of the board of directors of Debtor Endo Health Solutions Inc. Endo operates a global specialty biopharmaceutical business that produces and sells both generic and branded products.

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, I spent nearly seven years as a management consultant, most recently with Deloitte Consulting,

---

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

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. I submit this declaration (this "Declaration") in support of confirmation of the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Dkt. No. 3695] (the "Plan").<sup>2</sup> I am familiar with the Debtors' day-to-day operations, businesses, financial affairs, and books and records, as well as the contents of the Plan.

4. Except as otherwise indicated, the statements in this Declaration are based on: (a) my personal knowledge of the Declaration's subject matter; (b) my review of relevant documents; (c) information provided to me by the Debtors' advisors; (d) information provided to me by, or discussions with, other members of the Debtors' management team and other employees; and/or (e) my general experience and knowledge. I am authorized to submit this Declaration. If called upon to testify, I can and will testify competently as to the statements set forth herein.

## **I. EVENTS LEADING TO THE COMMENCEMENT OF THE CHAPTER 11 CASES**

5. Endo is a diversified specialty pharmaceutical company that develops, manufactures, and sells a broad portfolio of life-enhancing pharmaceutical products that are used

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Dkt. No. 3554] (as may be subsequently supplemented, amended, or modified from time to time, the "Disclosure Statement"), as applicable.

for the treatment of medical conditions across a wide variety of therapeutic areas, including orthopedics, urology, endocrinology, oncology, and neurology, among others.

6. As set forth in more detail in my First Day Declaration,<sup>3</sup> prior to the commencement of these Chapter 11 Cases, a confluence of factors put downward pressure on the Company's financial performance and necessitated a comprehensive solution, including (a) an adverse litigation outcome that resulted in the early termination of federal patent protection for Vasostrict, a sterile injectables product that was the Company's single largest revenue generating product; (b) slower than expected growth for one of Endo's key branded pharmaceuticals products due to, among other factors, the COVID-19 pandemic; and (c) litigation overhang on the Company from the thousands of lawsuits related to its marketing and sale of prescription opioids, including hundreds of millions of dollars of litigation-related expenses as well as the diversion of the management team and key employees required to address the litigation matters.

7. The Company's declining business performance caused the Debtors' existing capital structure to become unsustainable. Just prior to filing these Chapter 11 Cases, the Company had approximately \$8.15 billion of funded debt outstanding, which was approximately 7x its prior twelve months of adjusted EBITDA and greater than 10x its anticipated EBITDA for 2022, excluding capitalization of contingent liabilities. Additionally, the cost to service the Company's existing debt balance constrained its ability to reinvest in its business. Prior to filing these Chapter 11 Cases, the Company spent over \$550 million per year on cash interest expense, and an additional \$20 million on mandatory debt amortization (excluding maturities). The cost of servicing the debt 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

---

<sup>3</sup> Declaration of Mark Bradley in Support of Chapter 11 Petitions and First Day Papers [Dkt. No. 38].

28% of its debt was tied to floating interest rates. In an increasing interest rate environment, those floating interest rates further added to the Company's already elevated cash interest expense.

8. As of the Petition Date, certain of the Debtors had been named as defendants in over 3,500 lawsuits seeking to hold such Debtors liable for their marketing and sale of certain FDA-approved opioid products (the "Opioid Lawsuits"), including, without limitation, Opana<sup>®</sup> and Opana<sup>®</sup> ER (together, the "Opana Medications"), which were approved by the FDA as oral tablets in 2006. As of the Petition Date, the Company had paid approximately \$242 million pursuant to certain of its opioid-related settlements. The Debtors also faced other litigation unrelated to the Opioid Lawsuits, including with respect to generic pricing, transvaginal mesh, other antitrust, and ranitidine.

9. Defending these and other pending lawsuits resulted in significant professional fees and costs. In the aggregate, the Company was spending approximately \$21 million on litigation related fees and expenses per month. Notably, on an annual basis, this was approximately 2x the capital invested in R&D in 2021. These lawsuits created 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.

10. The Debtors operate in a highly competitive pharmaceutical space in which its competitors are constantly pursuing internal R&D, external acquisitions, and business development opportunities. During the couple of years preceding the filing of these Chapter 11 Cases, the Company's elevated leverage and significant litigation-related settlements, fees and expenses constrained its ability to invest in its pipeline and pursue value-enhancing development opportunities. As this is the lifeblood of any pharmaceutical company, the Debtors needed to address the issues related to its overleveraged capital structure and litigation overhang in a focused

and constructive manner and without disruption to its operations in order to emerge as a healthy enterprise that is able to effectively compete. Against this backdrop, the Debtors commenced these Chapter 11 Cases on August 16, 2022.

## **II. OVERVIEW OF THE DEBTORS' PLAN OF REORGANIZATION**

11. The Debtors' broadly-supported Plan incorporates a series of Plan Settlements that provide meaningful value to the Debtors' creditors, including public and private opioid claimants, while also allowing the Debtors' business to achieve a fresh start by deleveraging the Debtors' funded debt by roughly \$5.5 billion and discharging thousands of lawsuits against the Debtors relating to opioids and other products.

12. I am aware that the Plan contemplates a going concern sale of Endo's business to newly-formed entities (the "Purchaser Entities"). The transaction will be effectuated through a combination of asset and equity transfers.<sup>4</sup> As part of the Plan distributions, 96.30% of the newly formed parent entity (subject to specified dilution mechanics) will be owned by the Debtors' first lien creditors. The remaining equity (subject to different, specified dilution mechanics)<sup>5</sup> will be held by a portion of the Debtors' general unsecured creditors. I am aware that the transaction will be implemented pursuant to and in accordance with the PSA and the Plan, and that the PSA was negotiated in good faith and at arm's-length. The PSA is an integral part of the Debtors' restructuring. I am informed by the Debtors' advisors and understand, including as set forth in the PSA, that the PSA Assets that will be transferred and/or assigned to the buyer in

---

<sup>4</sup> See Plan § 5.11(a).

<sup>5</sup> Pursuant to section 4.3(d)(1) of the Plan, the equity to be distributed to first lien creditors under the Plan will be subject to dilution by any issuances of Purchaser Equity under or pursuant to (1) the Rights Offerings or Backstop Commitments Agreements; and (2) the Management Incentive Plan. Pursuant to sections 1.1.125 and 1.1.242, the equity to be distributed to general unsecured creditors under the Plan will only be subject to dilution by any issuances under the Management Incentive Plan.

connection with the transaction are property of the Debtors’ Estates and good title is vested in the Debtors’ Estates.<sup>6</sup> Additionally, all of the Debtors’ current employees will be offered employment with the Purchaser Entities on terms no less favorable than their current employment, and substantially all of the Debtors’ contracts will be cured, assumed and assigned.

13. The Plan also incorporates several inter-related Plan Settlements that are, collectively, a fundamental element of the Debtors’ restructuring. I understand that each of the Plan Settlements has broad support from the Debtors’ key stakeholders and that a majority of them are the result of the court-ordered Mediation process. I understand that the key parties supportive of the Plan include (a) the Official Committee of Unsecured Creditors, (b) the Official Committee of Opioid Claimants, (c) the future claimants’ representative, (d) the Ad Hoc First Lien Group, (e) forty-five states and several U.S. territories, (f) the United States of America, (g) representatives of fourteen Canadian provinces and territories and (h) an ad hoc group of public school districts.

14. I am aware that most of the settlements contemplate the establishment of trusts and/or sub-trusts as a means for efficiently administering creditor claims and distributing recoveries to eligible stakeholders. I understand, in fact, that a key feature of the Debtors’ Plan is the creation and/or funding of eighteen trusts and sub-trusts for the benefit of the Debtors’ many diverse stakeholders. The following chart provides a summary of the trusts and sub-trusts contemplated by the Plan:

Class #	Trust (or Sub-trust)	Beneficiaries <sup>7</sup>	Assets / Treatment	Incremental Distributions <sup>8</sup>
General Unsecured Creditor Trust and Distribution Sub-Trusts				

<sup>6</sup> See PSA § 3.4(a).

<sup>7</sup> In each case, subject to eligibility requirements contained in the applicable governing documents.

<sup>8</sup> Distribution amounts to claimants within certain classes will be based on whether the claimant agreed to provide releases.

Class #	Trust (or Sub-trust)	Beneficiaries <sup>7</sup>	Assets / Treatment	Incremental Distributions <sup>8</sup>
	GUC Trust ( <i>master trust</i> )	General unsecured creditors (other than those participating in GUC Trust sub-trusts)	<ul style="list-style-type: none"> <li>\$60 million in cash (\$10 million designated for trust/sub-trust operating expenses)</li> <li>Up to 4.02% of Purchaser Equity (subject to dilution on account of the Management Incentive Plan) (distributed directly by the Debtors and not through the GUC Trust)</li> <li>Certain estate claims and insurance proceeds</li> <li>Rights to participate in rights offering</li> </ul>	-
4(a)	Second Lien Deficiency Claims and Unsecured Notes Claims ( <i>recover from GUC Trust</i> )	Holders of second lien and unsecured notes	<ul style="list-style-type: none"> <li>Up to \$23.3 million in cash</li> <li>Rights to participate in GUC rights offering</li> <li>Pro rata share of up to 4.02% Purchaser Equity (subject to dilution on account of the Management Incentive Plan)</li> <li>93.09% litigation proceeds</li> </ul>	4x distribution in exchange for releases
4(b)	Other General Unsecured Claims ( <i>recover from GUC Trust</i> )	Holders of general unsecured claims (other than those channeled to the GUC Trust sub-trusts)	<ul style="list-style-type: none"> <li>Portion of \$2 million cash reserve</li> <li>Up to 1.80% litigation proceeds</li> </ul>	4x distribution in exchange for releases
4(c)	Mesh Claims Trust ( <i>sub-trust</i> )	Personal injury claimants asserting claims resulting from the use of transvaginal surgical mesh products	<ul style="list-style-type: none"> <li>Portion of \$2 million cash from GUC Trust</li> <li>Portion of 1.75% of litigation proceeds from GUC Trust</li> <li>Portion of 50% of insurance proceeds allocable to mesh liability</li> </ul>	4x distribution in exchange for releases
4(d)	Ranitidine Claims Trust ( <i>sub-trust</i> )	Personal injury claimants alleging that ranitidine medications formed a carcinogen	<ul style="list-style-type: none"> <li>Portion of \$200,000 cash from GUC Trust</li> <li>Portion of 20% of insurance proceeds allocable to ranitidine liability</li> </ul>	4x distribution in exchange for releases
4(e)	Generics Price Fixing Claims Trust ( <i>sub-trust</i> )	Claimants asserting claims relating to alleged price fixing of generics products	<ul style="list-style-type: none"> <li>Portion of \$16 million cash from GUC Trust</li> </ul>	4x distribution in exchange for releases
4(f)	Reverse Payment Claims Trust ( <i>sub-trust</i> )	Claimants alleging liability for compensation for delaying entry into, or refraining from entering, market (or similar theory of liability)	<ul style="list-style-type: none"> <li>Portion of \$6.5 million cash from GUC Trust</li> <li>Portion of 3.36% litigation proceeds from GUC Trust</li> </ul>	4x distribution in exchange for releases
<b>Public and Tribal Opioid Trusts</b>				
6(a)	Public Opioid Trust	Certain states and territories of the United States	<ul style="list-style-type: none"> <li>Portion of up to \$460,048,000 in cash over 10 years (<i>note</i>: such holders have informed the Debtors and Ad Hoc First Lien Group that they will exercise their right to receive a prepayment of ~\$274 million in cash on the Effective Date)</li> </ul>	N/A
6(b)	Local Government Claims ( <i>recover through Public Opioid Trust</i> )	Political subdivisions of states and territories of the United States	<ul style="list-style-type: none"> <li>Eligible to receive distributions from applicable state in accordance with such state's opioid abatement programs</li> </ul>	N/A
6(c)	Tribal Opioid Trust	U.S. Tribes	<ul style="list-style-type: none"> <li>Portion of up to \$15 million in cash over 10 years (subject to full prepayment at 12% discount within 18 months of Effective Date)</li> </ul>	N/A
<b>Present Private Opioid Claims Trust and Sub-Trusts</b>				

Class #	Trust (or Sub-trust)	Beneficiaries <sup>7</sup>	Assets / Treatment	Incremental Distributions <sup>8</sup>
	PPOC Trust (master trust)	Present private opioid claimants	<ul style="list-style-type: none"> <li>Up to \$119.7 million in cash payable in three installments (note: as a result of the exercise of the prepayment option in connection with the Public Opioid Trust, PPOC trust will receive a prepayment of \$89.7 million on the Effective Date)</li> </ul>	-
7(a)	PI Trust (sub-trust)	Natural persons with injury resulting from exposure to opioids, opioid replacement or treatment medication	<ul style="list-style-type: none"> <li>44.5% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
7(b)	NAS PI Trust (sub-trust)	Natural persons with qualified diagnosis resulting from intrauterine exposure to opioids, opioid replacement or treatment medication	<ul style="list-style-type: none"> <li>7.2% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
7(c)	Hospital Trust (sub-trust)	Non-federal acute care hospitals and non-federal hospitals and districts required to provide or fund inpatient acute care	<ul style="list-style-type: none"> <li>17.3% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
7(d)	TPP Trust (sub-trust)	Third-party payors (e.g., health insurers, employer-sponsored health plans, union health and welfare funds and any third-party administrators)	<ul style="list-style-type: none"> <li>28.8% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
7(e)	IERP Trust II (sub-trust)	Independent emergency room physicians	<ul style="list-style-type: none"> <li>2.2% of distributions to PPOC Trust</li> </ul>	4x distribution in exchange for releases
<b>School District Trust</b>				
8	Opioid School District Recovery Trust	U.S. public schools	<ul style="list-style-type: none"> <li>Between \$1.5 - \$3 million over a period of three years (subject to a prepayment right)</li> </ul>	N/A
<b>Canadian Provinces Trust (or other distribution mechanism)</b>				
9	Canadian Provinces Trust (or other distribution mechanism)	Canadian Provinces and the Canadian federal government	<ul style="list-style-type: none"> <li>Applicable portion of up to \$7.25 million in cash over 10 years (subject to a prepayment right) depending on number of releases</li> </ul>	N/A
<b>Future Claims Trust</b>				
N/A	Future PI Trust	Individual future private opioid and mesh claimants whose first injury did not manifest until after their applicable bar date and individuals diagnosed with NAS born during a specified period of time	<ul style="list-style-type: none"> <li>Up to \$11.385 million for individual future private opioid claimants</li> <li>Up to \$495,000 for individual future mesh claimants</li> <li>Recoveries will not exceed distributions to similarly situated holders of applicable present opioid and mesh claimants</li> </ul>	N/A
<b>Other Trusts</b>				
11	Other Opioid Claims Trust	Holders of any opioid claims that do not fall into one of the other classes	<ul style="list-style-type: none"> <li>Portion of up to \$200,000 in cash</li> </ul>	4x distribution in exchange for releases

Class #	Trust (or Sub-trust)	Beneficiaries <sup>7</sup>	Assets / Treatment	Incremental Distributions <sup>8</sup>
12	EFBD Claims Trust	Foreign claimants (excluding Canadian claimants) who filed claims after the general bar date but before their applicable extended bar date	<ul style="list-style-type: none"> <li>Portion of up to \$200,000 in cash</li> </ul>	4x distribution in exchange for releases

15. I understand that distributions under the Plan will be made from (i) the Debtors’ cash on hand; (ii) up to \$2.5 billion in Exit Financing; (iii) equity in the parent company of the go-forward enterprise, (iv) the net proceeds of the First Lien Rights Offering and the GUC Rights Offerings; and (v) the GUC Trust Litigation Consideration. I am familiar with the proposed distributions, financial obligations, and other Debtor commitments under the Plan, as well as the sources of funding for those obligations as described above.

**III. THE DEBTORS’ BUSINESS PLAN AND FINANCIAL PROJECTIONS**

16. In connection with their business operations and their efforts to confirm the Plan, the Debtors prepared go-forward financial projections. I was personally involved in their preparation. Specifically, the financial projections prepared by the Debtors’ management (including myself) with the assistance of the Debtors’ advisors, including PJT Partners LP (“PJT”) and Alvarez & Marsal (“A&M”), and attached as Exhibit E to the Disclosure Statement (the “Financial Projections”), provide a forecast of the financial performance of the Purchaser Entities (as the post-emergence owner of the Debtors’ principal business assets) for the fiscal year ending December 31, 2024 through the fiscal year ending December 31, 2028 (the “Projection Period”). A true and correct copy of the Financial Projections is attached hereto as Exhibit A.

17. Over the course of several months, I and the other members of the management team prepared a business plan covering the Projection Period (the “Business Plan”), which was presented in the Debtors’ Form 8-K filed on November 6, 2023. The management team

concurrently worked with the Debtors' advisors to prepare the Financial Projections that reflect the Business Plan.

18. The Financial Projections illustratively assumed (i) an emergence date of March 31, 2024, and (ii) implementation of the Plan in accordance with its stated terms. In addition, in developing the Financial Projections, the Debtors considered several factors including: (i) current and projected marketing conditions for key products within each of the Company's respective business segments; (ii) commercial, R&D, and capital investments required to support current on-market and pipeline product growth assumptions; and (iii) working capital levels necessary to support the Financial Projections based on historical trends and expected future on-market growth and pipeline product launch assumptions.

19. As reflected in the Financial Projections, the Debtors estimated that there will be approximately \$561 million of cash on hand available just prior to emergence. Based on these estimates, I believe that balance sheet cash, together with (i) the release of certain professional fee holdbacks upon emergence, (ii) the proceeds of the Rights Offerings and (iii) the proceeds of the Syndicated Exit Financing and/or the issuance of the New Takeback Debt, will be sufficient to satisfy all of the Debtors' obligations under the Plan. In addition, the Debtors estimated that following the satisfaction of all such Plan obligations, there will be approximately \$200 million of cash available to the Purchaser Entities post-emergence. As further outlined in the Financial Projections, the post-emergence capital structure of the Purchaser Entities is expected to consist of approximately \$2.5 billion of Exit Financing.

20. I was personally involved with, and I am aware of, the formulation of the material assumptions included in the Financial Projections, how they were prepared and the underlying methodology, and I agree with the approach utilized. The Financial Projections were

prepared in good faith, using reasonable and appropriate assumptions and methodologies. The Financial Projections generally demonstrate the Purchaser Entities' ability to satisfy their go-forward financial obligations while maintaining sufficient liquidity and capital resources during the entirety of the Projection Period, without the need for a subsequent liquidation or reorganization.

21. Based on my review and familiarity with the Business Plan and the Financial Projections, and my knowledge of the Debtors' business, I believe that the Debtors' current resources, the net proceeds of the First Lien Rights Offering and the GUC Rights Offerings, and the proceeds of the Syndicated Exit Financing and/or the issuance of the New Takeback Debt, along with the cash projected to be generated by the Purchaser Entities after the Effective Date, will be sufficient to satisfy the distributions contemplated under the Plan for the entirety of the Projection Period.

#### **IV. ASSUMPTIONS RELATING TO THE LIQUIDATION ANALYSIS**

22. I am informed by the Debtors' advisors and understand that the Debtors are proffering a Liquidation Analysis in connection with the confirmation process, as further set forth and provided in the *Declaration of Ray Dombrowski in Support of Confirmation of the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (the "Dombrowski Declaration").

23. I have reviewed and am generally familiar with the subject matter of the Liquidation Analysis as described in the Dombrowski Declaration, and specifically the assumptions relied upon therein, including with respect to the following:

(a) rapid, distressed sales of the Debtors' Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals, and International Pharmaceuticals assets within 90 days post-conversion with certain operations being sold as operating business units;

(b) Non-Debtor affiliates will wind-down and liquidate in conjunction with the Debtors' liquidation;

(c) during the liquidation sales period, the Trustee will attempt to maintain operations related to the Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals, and International Pharmaceuticals segments in an effort to maximize recoveries;

(d) an additional three to nine months to wind-down the estates under the supervision of the Trustee to allow for monetization of assets and assessment of Claims which could take longer;

(e) the continuation and cooperation of any accounting, treasury, tax, information technology support, and other corporate services necessary to wind-down the estates; and

(f) the Trustee has unrestricted access to cash and proceeds from asset sales held by foreign Debtors, and the Trustee is able to repatriate proceeds.

24. The Liquidation Analysis further assumes that, given the specialized nature of the Debtors' business, the Trustee would continue to rely upon existing management to conduct a sale of the various business segments in accordance with the above.

25. Based on my role as Chief Financial Officer of the Debtors and my knowledge of the Debtors' operations and business affairs, I believe that the assumptions identified and set forth in the Liquidation Analysis and the Dombrowski Declaration are sound and reasonable under the circumstances of these Chapter 11 Cases and with respect to these Debtors.

## **V. THE VOLUNTARY OPIOID OPERATING INJUNCTION**

26. In connection with the Public Opioid Settlements, I am aware that certain of the Debtors agreed during the pendency of the bankruptcy cases to abide by, and be bound by, a Court-ordered Voluntary Opioid Operating Injunction. The Voluntary Opioid Operating Injunction enjoins these Debtors from engaging in various activities relating to opioids, including with respect to the promotion of opioids or opioid products subject to certain exceptions, as set forth in the Voluntary Opioid Operating Injunction. Under the Plan, the VOI-Specific Debtors

and/or VOI-Specific Post-Emergence Entities shall be subject to the terms of the Voluntary Opioid Operating Injunction, as set forth in the Plan Documents. The Voluntary Opioid Operating Injunction is a key part of the Debtors' efforts to abate the opioid crisis, and it also is an integral and necessary component of the Public Opioid Settlements and the Debtors' reorganization.

27. I have personal knowledge of the Debtors' successful compliance with the terms of the Voluntary Opioid Operating Injunction during the pendency of these Chapter 11 Cases. In addition, I am aware that shortly after the Voluntary Opioid Operating Injunction was entered, the Court approved the appointment of an independent monitor – R. Gil Kerlikowske (the “Monitor”) – to oversee the Debtors' compliance with the Voluntary Opioid Operating Injunction. In his initial report, the Monitor concluded that the Debtors have provided helpful assistance to the Monitor in the exercise of his duties, and that the Debtors are in substantial compliance with the terms of the Voluntary Opioid Operating Injunction. Based upon my knowledge of the Debtors' operations and information provided to me by Debtors' counsel, I have full confidence that the VOI-Specific Post-Emergence Entities will be able to maintain compliance with the Voluntary Opioid Operating Injunction following confirmation of the Plan and the occurrence of the Effective Date.

## **VI. ENDO HEALTH SOLUTIONS INC.'S PLAN SETTLEMENTS WITH THE U.S. GOVERNMENT**

28. I am a member of the board of directors of Debtor Endo Health Solutions Inc. (“EHSI”), a wholly-owned subsidiary of Endo International plc. In connection with the Plan Settlements, I am aware that the Debtors and the U.S. Government reached a global resolution of issues (the “U.S. Government Resolution”) that is documented in three separate agreements: a civil settlement agreement (the “Civil Settlement Agreement”), a criminal plea agreement (the “Plea Agreement”) and a global U.S. government settlement agreement (addressing, *inter alia*, the

economic terms for all the settlements with the U.S. government) (the “U.S. Government Settlement Agreement” and, together with the Civil Settlement Agreement and the Plea Agreement, the “U.S. Government Resolution Documents”). I understand that each of the settlements under the Plan comprising the global U.S. Government Resolution are essential to the Debtors’ restructuring.

29. Based on the heavily negotiated global settlement terms between the Debtors and the U.S. Government, I am aware that EHSI is the Debtor-entity that is a party to the Civil Settlement Agreement and the Plea Agreement. I and the other member of the EHSI board of directors were well informed and advised regarding the settlement agreements. We understood and considered, for example, the potential ramifications of a criminal misdemeanor conviction for EHSI, which could include the exclusion of EHSI from participation in federal healthcare programs and other state-level regulatory consequences, as well as the eventual winding down and liquidation of EHSI’s operations. We also understood, however, that a global resolution with the U.S. Government was necessary in order to confirm the Plan, and a global resolution could not be reached without a criminal conviction of a member of the Debtor group. Additionally, the EHSI board of directors considered the input of the board of its parent company, Endo International plc, as well as guidance and advice from outside advisors.

30. Considering the relevant facts and circumstances, including the financial and operational aspects of EHSI’s business, both individually and in the context of the Debtor group’s performance, and the best course of action to maximize value for the benefit of all of the Debtors’ stakeholders, EHSI determined in its sound business judgment, based upon its own evaluation and the recommendations of its advisors, to proceed with the pursuit of confirmation of

the Plan and entry into the U.S. Government Resolution, including the Civil Agreement and the Plea Agreement.

## **VII. MATTERS RAISED IN CERTAIN OBJECTIONS TO CONFIRMATION**

### **A. Shareholder Objections**

31. I have reviewed and am familiar with certain of the as-filed confirmation objections, including several shareholder objections (the “Shareholder Objections”) which allege that the Plan undervalues the Debtors’ business.<sup>9</sup> I also understand that certain of those Shareholder Objections incorrectly allege that certain figures in the Debtors’ monthly operating reports and financial statements—including, *e.g.*, “total assets”—purportedly demonstrate that the Debtors’ assets are significantly undervalued for purposes of the Plan, such that the Plan should be denied confirmation unless it provides recoveries for existing equity interests.

32. These Shareholder Objections misconstrue the Debtors’ monthly operating reports and financial statements and I believe the objections are without merit. Specifically, the Shareholder Objections conflate market or actual value, on the one hand, and standard accounting metrics, on the other hand. The “assets” figures referenced in the Debtors’ monthly operating reports and financial statements do not represent actual or market value of the Debtors’ assets, but, instead, reflect the Debtors’ utilization of standard accounting practices in connection with the Debtors’ intercompany transactions. In reality, the intercompany transactions cited by the Shareholder Objections are subject to elimination on a consolidated accounting basis – *i.e.*, the intercompany transaction amounts, in the aggregate, net out to zero. Therefore, the “assets” balances or other figures cited by the Shareholder Objections are not indicative of any realistic measure of asset values and should be disregarded.

---

<sup>9</sup> See, *e.g.*, Dkt. Nos. 3373, 3375-77, 3380-84, 3386-89, 3493-98, 3505-09, 3733.

**B. Objections Challenging Debtors' Good Faith in Proposing the Plan**

33. I have reviewed and am familiar with certain objections to confirmation alleging that the Debtors have not proposed the Plan in good faith,<sup>10</sup> including allegations with respect to the Debtors' prepetition consideration of liability management and certain prepetition restructuring transactions.

34. I am also familiar with, and was personally involved in, the Debtors' prepetition consideration of liability management and prepetition restructuring transactions, including as early as 2018 and in connection with "Project Zed" – the Debtors' confidential internal reference for their prepetition consideration of various liability management and restructuring alternatives with their professional advisors. The Debtors explored various liability management transactions in the years leading up to the chapter 11 filing including, among other things, the negotiation of potential resolutions with numerous key stakeholders including public opioid claimants, and the payment of hundreds of millions of dollars in opioid-related settlements as the Debtors sought to achieve a comprehensive out-of-court resolution.

35. In connection with management of their liabilities and debt maturities, I am aware that the Debtors also engaged in certain prepetition restructuring and financing transactions that increased the amount of secured debt in the Debtors' capital structure. I was involved in the consideration and implementation of these transactions, and I am aware that the Debtors at the time were taking advantage of existing market conditions that allowed the Debtors to obtain refinancing on favorable terms, reduce pressures on their capital structure, extend their debt maturities, and allow for additional time and flexibility for the Debtors to seek comprehensive out-

---

<sup>10</sup> See, e.g., the *Objection of Jean-François Bourassa to the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Dkt. No. 3710].

of-court resolutions with key constituents including opioid plaintiffs. To the extent that the objectors allege that the purpose of the Debtors' prepetition conduct in connection with these transactions was to harm opioid claimants by driving down their potential recoveries in a bankruptcy, that is not true and does not reflect the reality of the Debtors' consideration and pursuit of a variety of prepetition restructuring alternatives in furtherance of potential comprehensive out-of-court resolutions. I am familiar with, and have been personally involved in, the Debtors' formulation and proposal of the Plan, including with respect to the lengthy court-ordered Mediation process and associated extensive arm's length negotiations between and among the Debtors' key constituents culminating in the achievement of the Plan Settlements and formulation of the Plan. Based on my knowledge and involvement, I believe the Debtors have proposed the Plan in good faith.

I declare under penalty of perjury that the foregoing is true and correct, to the best of my ability.

Dated: March 7, 2024  
Malvern, Pennsylvania

By: Mark Bradley  
Name: Mark Bradley  
Title: Chief Financial Officer & Member of  
the Board of Directors of EHSI

**EXHIBIT A**

**Financial Projections**

## FINANCIAL PROJECTIONS

### **A. Introduction**

The Debtors have prepared the Projections (as defined below) to assist the Bankruptcy Court in determining whether the Plan meets the “feasibility” requirements of section 1129(a)(11) of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors believe that the Plan meets such requirements. In connection with the negotiation and development of the Plan and for the purpose of determining whether the Plan meets the feasibility standard outlined in the Bankruptcy Code, the Debtors analyzed the Purchaser Entities’ (as the post-emergence owner of the Debtors’ principal business segments) ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources during the Projection Period (as defined below). With this consideration in mind, the Debtors’ management, with assistance from their financial advisors, prepared these consolidated financial projections (the “Projections”) based on the business plan as presented in the Debtors’ Form 8-K filed on November 6, 2023, for the fiscal year ending December 31, 2024 through the fiscal year ending December 31, 2028 (the “Projection Period”). The Projections have been prepared on a consolidated basis, consistent with the Company’s non-GAAP financial reporting practices, and include all Purchaser Entities (hereafter defined as the “Company”).

The Debtors do not, as a matter of course, publish their projections, strategies, or forward-looking projections of the financial position, results of operations, and cash flows. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated projections to the holders of Claims or equity interests after the date of this Disclosure Statement, or to include such information in documents required to be filed with the Securities and Exchange Commission (“SEC”) or to otherwise make such information public. The assumptions disclosed herein are those that the Debtors believe to be significant to the Projections and, along with the Projections, are “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. The Company’s actual results may differ from its expectations, estimates and projections and consequently, readers should not rely on these forward-looking statements as predictions of future events. Forward-looking statements also include, but are not limited to, statements regarding the Company or expectations, hopes, beliefs, intentions or strategies regarding the future. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words “anticipate,” “believe,” “budget,” “forecast,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “could,” “strive,” “will,” “would” and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. The Projections and other forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Readers should carefully consider the risks and uncertainties described in the “Risk Factors” section of the Debtors’ annual report and other documents filed from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the Projections and other forward-looking statements. Most of these factors are outside the Debtors’ control and are difficult to predict. The Projections and other forward-looking statements are predictions about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Readers are cautioned not to put undue reliance on the Projections and other forward-looking statements, and no person assumes any obligation and no person intends to update or revise the Projections or other forward-looking statements, whether as a result of new information, future events, or otherwise.

The Projections present, to the best of the Debtors’ knowledge and belief, the Purchaser Entities’ projected balance sheet, results of operations, and cash flows for the Projection Period, all on an adjusted and non-GAAP basis, and reflect the Debtors’ assumptions and judgments of the projections based on an assumed emergence date of March 31, 2024 (the “Emergence Date”). The impact of the restructuring transaction and the recapitalization of the Debtors’ capital structure is shown on the balance sheet for the Purchaser Entities, as of March 31, 2024. However, The Projections do not reflect any adjustments that would be necessary to implement fresh-start accounting on the Emergence Date pursuant to ASC 852-10, including but not limited to detailed asset valuations and reassessment of the useful lives of depreciable and amortizable assets.

Although the Debtors believe these assumptions are reasonable under current circumstances, such assumptions are subject to inherent uncertainties, including but not limited to, material changes to the economic environment, pricing pressure on certain products due to potential legislative changes, potential legal challenges, changes in health insurers’ and governmental health administration authorities’ reimbursement practices, changes in the competitive environment, pipeline drug developments, and other factors affecting the Company’s businesses. The likelihood, and related financial impact, of a change in any of these factors cannot be predicted with certainty. Consequently, actual financial results could differ materially from the Projections. The Projections assume the Plan will be implemented in accordance with its stated terms. The Projections should be read in conjunction with the assumptions and qualifications contained herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in either the Disclosure Statement or the Plan, as applicable.

THE PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (“GAAP”) IN THE UNITED STATES. FURTHERMORE, THE PROJECTIONS HAVE NOT BEEN AUDITED OR REVIEWED BY A REGISTERED INDEPENDENT PUBLIC ACCOUNTING FIRM.

THE PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE BASED UPON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH MAY NOT BE REALIZED AND ARE SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES WHICH ARE BEYOND THE CONTROL OF THE DEBTORS. CONSEQUENTLY, THE PROJECTIONS SHOULD NOT BE REGARDED AS A REPRESENTATION OR WARRANTY BY THE DEBTORS, THE PURCHASER ENTITIES, OR ANY OTHER PERSON, AS TO THE ACCURACY OR PRECISION OF THE PROJECTIONS OR THAT THE PROJECTIONS WILL BE REALIZED. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THOSE PRESENTED IN THE PROJECTIONS. HOLDERS OF CLAIMS OR EQUITY INTERESTS MUST MAKE THEIR OWN ASSESSMENT AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE PROJECTIONS IN MAKING THEIR DETERMINATION OF WHETHER TO ACCEPT OR REJECT THE PLAN.

### **B. Summary of Significant Assumptions**

The Projections were developed by the Debtors’ management using detailed assumptions for revenue and costs, which were developed using a combination of both “bottoms-up” and “top-down” estimation techniques for each of the Company’s business segments: Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals and International Pharmaceuticals. In developing the Projections, the Debtors considered several factors including, but not limited to:

- Current and projected market conditions for key products within each of the Company’s respective business segments;
- Commercial, R&D and capital investments required to support current on-market and pipeline product growth assumptions;
- Working capital levels necessary to support the Projections based on historical trends and expected future on-market growth and pipeline product launch assumptions; and
- The Debtors’ emergence from chapter 11 on the Emergence Date

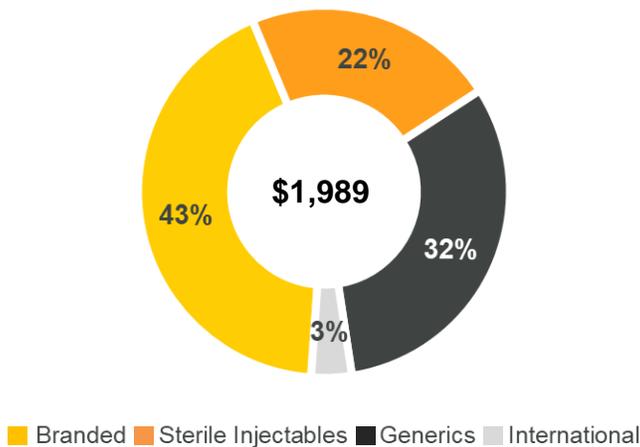
The Projections are intended to reflect the inclusion of all Purchaser Entities. Additionally, the Projections do not contemplate any new product licenses, acquisitions or divestitures.

The Projections have been presented using accounting policies and practices that are consistent with those applied in the Debtors’ historical non-GAAP financial statements. For the avoidance of doubt, the accounting policies and assumptions described below do not purport to be a comprehensive set of accounting policies that would be applied by the Company in the preparation of its consolidated financial statements in accordance with U.S. GAAP. Furthermore, the Projections do not reflect any adjustments that would be necessary to implement fresh-start accounting on the Emergence Date pursuant to ASC 852-10, including but not limited to detailed asset valuations and reassessment of the useful lives of depreciable and amortizable assets.

**C. The Company’s Business Operations**

Post-emergence the Company will be a global business consisting of multiple wholly owned subsidiaries that develop, manufacture, market, and distribute specialty pharmaceutical products across four reportable segments: Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals and International Pharmaceuticals. All products, except for those in the International Pharmaceuticals segment, will be sold in the U.S. only. The following chart depicts the estimated revenue distribution by segment for fiscal year 2023.

**2023E Revenue by Segment  
 (UNAUDITED)  
 (\$ million)**



**Branded Pharmaceuticals**

The Branded Pharmaceuticals 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 Branded Pharmaceuticals segment includes a variety of branded products across two portfolio categories: Specialty Products and Established Products. The charts below show estimated fiscal year 2023 revenue for certain key products in the Branded Pharmaceuticals segment.

*Specialty Products*

The Specialty Products portfolio includes products in the areas of urology, orthopedics, endocrinology and bariatrics, among others. The Specialty Products include XIAFLEX® and SUPPRELIN® LA, among others.

Product	Description	2023E Revenue \$ million
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). Additional pipeline indications that are in clinical development include plantar fibromatosis and plantar fasciitis.	\$475
SUPPRELIN® LA	A soft, flexible 12-month hydrogel implant based on the Company’s hydrogel polymer technology that delivers histrelin acetate, a gonadotropin-releasing hormone agonist, and is indicated for the treatment of central precocious puberty in children.	\$97

*Established Products*

The Established Products portfolio includes approximately ten products across diverse areas that are not actively promoted. The Established Products portfolio includes PERCOCET® and TESTOPEL®, among others. The Company’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.

<b>Product</b>	<b>Description</b>	<b>2023E Revenue</b> <i>\$ million</i>
PERCOCET®	This product is indicated for the management of pain severe enough to require an opioid analgesic and for which alternative treatments are inadequate.	\$104
TESTOPEL®	A long-acting implantable pellet indicated for testosterone replacement therapies in conditions associated with a deficiency or absence of endogenous testosterone.	\$41

**Sterile Injectables**

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 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. The Company’s sterile injectables products are manufactured in sterile facilities and are administered at hospitals, clinics and long-term care facilities. The Sterile Injectables segment consists primarily of branded sterile injectable products such as VASOSTRICT® and ADRENALIN® among others, and certain generic sterile injectable products, including etrapenem for injection (the authorized generic of Merck’s Invanz®), among others. The chart below shows estimated fiscal year 2023 revenue for certain key products in the Sterile Injectables segment.

<b>Product</b>	<b>Description</b>	<b>2023E Revenue</b> <i>\$ million</i>
ADRENALIN®	A non-selective alpha- and beta-adrenergic agonist indicated for emergency treatment of certain allergic reactions, including anaphylaxis.	\$105
VASOSTRICT®	This product is indicated to increase blood pressure in adults with vasodilatory shock who remain hypotensive despite fluids and catecholamines. Vasostriect was the first vasopressin injection with an NDA approved by the FDA	\$86

**Generic Pharmaceuticals**

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. The Generic Pharmaceuticals segment consists of a portfolio of solid oral extended-release products, solid oral immediate-release products, liquids, semi-solids, patches, powders, ophthalmics, and sprays and includes products that treat and manage a wide variety of medical conditions. This segment includes approximately 100 generic product families.

The Company’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. The Company’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®). The chart below shows estimated fiscal year 2023 revenue for certain key products in the Generic Pharmaceuticals segment.

Product	Description	2023E Revenue \$ million
Varenicline Tablets	A selective alpha4-beta2 neuronal nicotinic acetylcholine receptor partial agonist approved as an aid to smoking cessation therapy. It is the generic equivalent of the brand Chantix® that was previous sold by Pfizer.	\$160
Dexlansoprazole DR Caps	An oral capsule that is used to treat heartburn, stomach ulcers, reflux disease, or other conditions caused by too much stomach acid. It works by reducing the amount of acid in the stomach. It is the generic equivalent of the brand Dexilant® sold by Takeda Pharmaceuticals U.S.A., Inc.	\$108

**International Pharmaceuticals**

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. Revenue from the International Pharmaceuticals segment is expected to be less than 5% of consolidated total revenue.

## Income Statement Assumptions

### A. Revenue

The Projections project revenue by product in each segment. Products in each of the business segments operate in competitive marketplaces with unique challenges and opportunities. To develop these portions of the Projections, the Debtors evaluated market conditions, surveyed the competitive landscape, assessed price and volume dynamics, and applied specific knowledge of trends to the products in each segment. Key factors considered in determining the revenue projections include, but are not limited to:

- Overall trends and changing dynamics in the broader markets for key products in each segment;
- Historical performance of existing on-market product and portfolio performance;
- The impact of anticipated competitive entrants and changes in the expected number of competitors and the corresponding impact on pricing and market shares; and
- An assessment of the current and projected competitive landscape, development timelines and commercial readiness for pipeline products.

As is typical for pharmaceutical products, the Company's revenues are based on its gross product revenues, less estimated amounts of various government-mandated and/or privately-negotiated rebates, sales incentives, chargebacks, distribution service agreements fees, returns, fees for services, and administration fees and discounts, among other adjustments. These "gross-to-net" adjustments differ across products and product categories.

#### *Branded Pharmaceuticals*

Branded Pharmaceutical segment revenue growth is expected to be driven by continued growth in Xiaflex on-market and pipeline indications that are expected late in the Projection Period. Xiaflex growth is expected to be partially offset by the impact of the loss of exclusivity on other Specialty products including Aveed. Additionally, the Established Brands portfolio is expected to continue to erode from competitive and pricing pressures.

#### *Sterile Injectables*

Sterile Injectables segment revenue growth is expected to be driven by a robust pipeline of ready-to-use and other differentiated product candidates that are in development and expected to launch over the Projection Period. The strong growth from new product launches is expected to be partially offset by erosion of on-market products due to the impact of continued competition on key products (e.g., Adrenalin and Vasostrict), coupled with continuing competitive and pricing pressures on other products in the portfolio.

#### *Generic Pharmaceuticals*

Generic Pharmaceutical revenue is expected to decline over the Projection Period as existing key products (i.e., Varenicline and Dexlansoprazole) lose exclusivity and face competition. Limited additional opportunities exist within the current generic pipeline to offset expected continued erosion from competitive and pricing pressures. Accordingly, the Generic Pharmaceuticals segment is primarily focused on optimizing portfolio profitability while continuing to pursue opportunistic new product launches over time.

#### *International Pharmaceuticals*

International Pharmaceuticals revenue is expected to remain relatively flat through 2024 and then grow over the Projection Period due to growth in recent product approvals and launches. The International Pharmaceuticals segment has historically relied heavily on product acquisition and licensing agreements to sustain and grow revenue and, as such, the number of planned future new product launches is limited.

### B. Cost of Goods Sold

The Company's cost of goods sold ("COGS") includes costs such as raw materials and manufacturing costs associated with the processing of materials to convert them into finished goods, royalty expenses, handling costs (costs incurred to store, move, and prepare product for shipment), and other plant costs.

Manufacturing costs include wages and benefit costs, processing costs, maintenance costs, utility costs and other costs that are directly attributable to the production of products. Manufacturing costs have both fixed and variable cost components.

COGS as a percentage of revenue is expected to decrease from approximately 33% to 31% over the Projection Period driven by changes in product mix over time coupled with impact from on-going manufacturing network optimization initiatives.

### **C. Selling, General and Administrative**

Selling, General and Administrative (“SG&A”) expenses include all direct and indirect selling, marketing, and administrative costs. Selling expense includes marketing expense, employee wages and benefits for the various commercial teams, commissions, and office expenses. General and administrative expense includes administrative employee wages and benefits, legal, travel, rents, corporate overhead, insurance, information technology costs, office-related expenses, stock compensation expense, and other expenses. SG&A excludes restructuring and reorganization expenses.

SG&A expense as a percentage of net sales is expected to decrease from approximately 28% to 24% over the Projection Period as revenue is expected to grow twice as fast as the growth in SG&A expenses.

### **D. Research & Development**

Research & Development (“R&D”) expenses consist of internal research and development costs. These expenses include salary and benefits, allocated overhead and occupancy costs, clinical trial and related clinical manufacturing costs, contract services, and other related costs.

From time to time, the Company may enter into licensing or collaborative agreements with third parties to develop a new drug candidate or intellectual property asset. These agreements may include R&D, marketing, promotion and selling activities to be performed by one or all parties involved. These collaborations generally include upfront, milestone and royalty or profit-sharing payments contingent upon future events tied to the developmental and commercial success of the asset. In general, upfront and development milestone payments made to third parties under these agreements are expensed as incurred up to the point of regulatory approval of the product and reflected in R&D expense. However, the Projections do not contemplate any new licensing or collaborative agreements with third parties.

R&D expense is expected to remain relatively stable at approximately 7% of revenue over the Projection Period.

### **E. Interest Expense**

Interest expense reflects interest on post-emergence funded debt and estimated refinancing fees. The Projections do not include debt-related financing fees paid at emergence. Funded debt interest expense post-emergence is based upon projected debt levels and assumed interest rates for funded debt obligations, including forecasts of SOFR (see Debt Obligations below), and is assumed to be paid in cash as incurred. For the avoidance of doubt, 2024 only reflects interest expense for the 9 months ending December 31, 2024.

### **F. Taxes**

The Projections forecast taxes for the Company after the Effective Date that are payable in several taxing jurisdictions, most notably in the U.S. and Ireland, based upon the anticipated capital structure and the elimination of U.S. tax attributes that are expected to be utilized directly in the implementation of the Plan. Taxable income projections include deductions for certain depreciable and amortizable assets subject to limitations.

## Balance Sheet Assumptions

### A. Cash & Cash Equivalents

The Company classifies cash on hand and deposits in banks, including money market accounts with original maturities of three months or less when purchased and other investments it may hold from time to time, as cash and cash equivalents.

### B. Restricted Cash

The Company classifies cash and cash equivalents that are restricted as to withdrawal or use under the terms of certain contractual agreements as restricted cash and cash equivalents.

### C. Accounts Receivable

Trade accounts receivable are presented net of an allowance for expected credit losses. The allowance for expected credit losses reflects an estimate of losses inherent in the Company's accounts receivable portfolio and is determined based several factors, including but not limited to historical loss experience and expected potential future losses. Accounts receivable balances are generally written off when management determines they are uncollectible. Trade accounts receivable are also presented net of reserves related to certain sales deductions where we have the right of offset with the customer.

### D. Inventory

Inventories are recorded at the lower of cost or net realizable value, using the first-in, first-out convention. Inventory that is in excess of the amount expected to be sold within one year is classified as long-term inventory. The Company reduces the carrying value of inventories for those items that are potentially excess, obsolete, or slow-moving based on changes in customer demand, technology developments or other economic factors.

### E. Prepaids and Other Current Assets

Prepaids and other current assets primarily include prepaid expenses, miscellaneous accounts receivable, royalties receivable, insurance receivable, and deposits.

### F. Property, Plant & Equipment

Property, plant, and equipment is stated at cost less accumulated depreciation. Major renewals and improvements are capitalized, while routine maintenance and repairs are expensed as incurred.

Depreciation for property, plant, and equipment, other than land and construction in process, is generally based upon the following estimated useful lives, using the straight-line method:

- Buildings: 1 - 30 years
- Machinery and Equipment: 1 - 15 years
- Computer equipment and software: 1 - 10 years
- Furniture and fixtures: 1 - 10 years

The carrying value of property, plant and equipment and related depreciation expense do not reflect the adjustments necessary to implement fresh-start accounting on the Emergence Date pursuant to ASC 852-10, including but not limited to detailed asset valuations and reassessment of the useful lives of depreciable assets.

### G. Other Non-Current Assets

Other non-current assets primarily include right of use operating lease assets, long-term investments, certain inventories in excess of the amount expected to be sold in one-year, non-current insurance receivable, and certain restricted cash balances.

## **H. Intangible Assets**

For purposes of these Projections, Intangible Assets includes Goodwill and other intangible assets. The carrying values do not reflect the adjustments necessary to implement fresh-start accounting on the Emergence Date pursuant to ASC 852-10, including but not limited to detailed asset valuations and reassessment of the useful lives of amortizable assets.

Amortization for intangible assets with a finite life are amortized according to the pattern in which the economic benefit of the asset is realized over their estimated useful lives. Amortization does not reflect any adjustments necessary to implement fresh-start accounting on the Emergence Date pursuant to ASC 852-10, including but not limited to detailed asset valuations and reassessment of the useful lives of amortizable assets.

For purposes of these Projections and consistent with the Debtors' historical adjusted non-GAAP financial statements, amortization has not been reflected in the non-GAAP income statement.

## **I. Accounts Payable**

For purposes of these Projections, the days payable are assumed to remain relatively stable at the Emergence Date and throughout the Projection Period.

## **J. Accrued Expenses and Other Liabilities**

Accrued Expenses and Other Liabilities primarily include accrued trade payables, accrued gross-to-net adjustments where the Company does not have the right of offset with the customer, accrued employee payroll and payroll-related costs, accrued utility expense, and accrued taxes, among others.

## **K. Debt Obligations**

Upon consummation of the Plan and for purposes of these Projections only, the Company is assumed to have \$2,500 million of new or take-back debt in the form of a term loan at an annual interest rate of SOFR + 500 bps. For purposes of these Projections, all cash in excess of \$200 million is illustratively assumed to be used to pay down debt each year over the Projection Period.

## **L. Other Non-current Liabilities**

Other Liabilities includes deferred tax liabilities and other non-current liabilities.

## **M. Shareholder Equity**

Shareholder equity at the Emergence Date includes the effect of the conversion of debt into new equity. Shareholder equity does not reflect any adjustments necessary to implement fresh-start accounting on the Emergence Date pursuant to ASC 852-10, including but not limited to detailed asset valuations and reassessment of the useful lives of amortizable assets.

### **Cash Flow Assumptions**

#### **A. Cash Flow from Operations Activities**

The Company is expected to generate stable cash from operations during the Projection Period. Net working capital is projected to be a use of cash over the course of the Projection Period driven by increasing accounts receivable due to increasing revenue and a gradual build-up in inventory, slightly offset by increased accounts payable consistent with the trend in revenue and operating expenses. Cash interest expense and cash taxes are also expected to be a use of cash over the course of the Projection Period.

#### **B. Cash Flow from Investing Activities**

Cash usage from investing activities over the Projection Period is expected to be primarily related to capital spending to support routine and customary maintenance of manufacturing operations and for information technology and other miscellaneous investments in enabling functions.

#### **C. Cash Flow from Financing Activities**

Cash usage from financing activities over the Projection Period reflects repayment of funded debt.

**Pro Forma Estimated  
 Non-GAAP Cash Sources and Uses  
 (UNAUDITED)**

The unaudited Pro Forma Estimated Non-GAAP Cash Sources and Uses at the Emergence Date set forth below presents the estimated sources and uses of funds for the consummation of the restructuring transactions contemplated in the Plan (the “Restructuring Transactions”). These amounts are subject to adjustment and may differ at the time of the consummation of the Restructuring Transactions depending on several factors, including but not limited to, differences in estimated transaction fees and expenses, differences between actual and projected operating results and any differences in the contemplated debt financing when consummated.

Sources of Cash	\$ million	Uses of Cash	\$ million
Cash From Balance Sheet	\$ 561	Trust payments [b]	\$ 381
Restricted cash release [a]	31	DOJ settlement [c]	200
Proceeds from Rights Offerings	500	UCC cash settlement [c]	60
New/take-back Debt	2,500	Professional and other fees [d]	155
		Plan administration	38
		Exit financing fees/OID [e]	[TBD]
		Cash to Balance Sheet	200
		Paydown 1L Claims	2,557
<b>Total</b>	<b>\$ 3,591</b>	<b>Total</b>	<b>\$ 3,591</b>

Notes:

- [a] Represents certain professional fee holdbacks that are expected to be released upon emergence. Up to approximately \$135 million of restricted cash is also expected to be released into unrestricted cash before or shortly after emergence.
- [b] Represents settlements with the public, private and tribal opioid claimants; FCR; public school districts and the Canadian government; assumes amounts are fully funded upon emergence.
- [c] Illustratively assumes amounts are fully funded upon emergence.
- [d] Represents estimated carried professional fees, professional fee holdbacks, and certain contingent professional and other fees expected to be paid upon emergence.
- [e] Exit financing fees, including any OID, will be subject to exit financing process.

**Projected Non-GAAP Pro Forma  
 Consolidated Balance Sheet  
 (UNAUDITED)**

The Projected Non-GAAP Pro Forma Consolidated Balance Sheet as of the Emergence Date set forth below presents (a) the projected consolidated financial position of the Company as of March 31, 2024, prior to the consummation of the transactions contemplated in the Plan; (b) the pro forma adjustments to such projected consolidated financial position required to reflect the Restructuring Transactions; and (c) the pro forma projected consolidated financial position of Company as of the assumed Emergence Date, after giving effect to the Restructuring Transactions. The Restructuring Transactions set forth in the columns captioned “Plan Effects” and “New Capital” reflect the anticipated and assumed effects of the Restructuring Transactions. The Projected Pro Forma Consolidated Balance Sheet does not reflect any adjustments that would be necessary to implement fresh-start accounting on the Emergence Date pursuant to ASC 852-10, including but not limited to detailed asset valuations and reassessment of the useful lives of depreciable and amortizable assets.

<i>\$ million</i>	3/31/2024E Pre-emerg [a]	Plan Effects [b]	New Capital [c]	3/31/2024PF Post-emerg
Cash and equivalents	\$ 561	\$ (861)	\$ 500	\$ 200
Restricted cash	168	(31)	-	137
Accounts receivable	428	-	-	428
Inventory	288	-	-	288
Prepays & other current assets	101	-	-	101
<b>Current assets</b>	<b>\$ 1,546</b>	<b>\$ (891)</b>	<b>\$ 500</b>	<b>\$ 1,155</b>
PP&E	\$ 463	\$ -	\$ -	\$ 463
Intangibles	2,768	-	-	2,768
Other Assets	150	-	-	150
<b>Total assets</b>	<b>\$ 4,927</b>	<b>\$ (891)</b>	<b>\$ 500</b>	<b>\$ 4,535</b>
Accounts payable	\$ 226	\$ -	\$ -	\$ 226
Accrued expenses and other	296	50	-	346
<b>Current liabilities</b>	<b>\$ 523</b>	<b>\$ 50</b>	<b>\$ -</b>	<b>\$ 573</b>
LSTC	\$ 8,859	\$ (1,762)	\$ (7,096)	\$ -
New/take-back debt	-	-	2,500	2,500
Other non-current liabilities	64	62	-	126
<b>Total liabilities</b>	<b>\$ 9,445</b>	<b>\$ (1,650)</b>	<b>\$ (4,596)</b>	<b>\$ 3,198</b>
<b>Equity</b>	<b>\$ (4,518)</b>	<b>\$ 759</b>	<b>\$ 5,096</b>	<b>\$ 1,337</b>
<b>Total liabilities and equity</b>	<b>\$ 4,927</b>	<b>\$ (891)</b>	<b>\$ 500</b>	<b>\$ 4,535</b>

Notes:

- [a] The pre-emergence balance sheet is an illustrative view as of March 31, 2024, and prior to the execution of the transactions contemplated in the Plan. For purposes of this analysis, LSTC reflects the gross, undiscounted obligations associated with the recently announced preliminary economic settlement agreement in principle between the Ad Hoc First Lien Group and the Department of Justice (DOJ). Such amounts are preliminary and may be subject to further adjustment as additional information becomes available and is contingent upon the final resolution of certain remaining matters related to such agreement in principle or otherwise.
- [b] Plan effects includes cash payments pursuant to the Plan, including (i) opioid trust settlements, (ii) DOJ cash settlement, (iii) UCC and OCC cash settlements, (iv) estimated contingent professional fees, (v) TBD exit financing fees and (vi) the anticipated discharge of certain general unsecured obligations of the Debtors.
- [c] Reflects settlement of funded debtholder claims with a combination of cash from the Equity Rights Offering, new debt and new equity.

**Projected Non-GAAP Pro Forma  
 Consolidated Income Statement  
 (UNAUDITED)**

The Projected Non-GAAP Pro Forma Consolidated Income Statement set forth below presents the projected consolidated results of operations of the Company on an adjusted basis for the fiscal years ending 2024, 2025, 2026, 2027 and 2028.

<i>\$ million</i>	<u>2024E</u>	<u>2025E</u>	<u>2026E</u>	<u>2027E</u>	<u>2028E</u>
<b>Revenue</b>	<b>\$ 1,728</b>	<b>\$ 1,867</b>	<b>\$ 2,035</b>	<b>\$ 2,166</b>	<b>\$ 2,217</b>
YoY % Δ	-13%	8%	9%	6%	2%
<b>Gross Profit</b>	<b>\$ 1,154</b>	<b>\$ 1,285</b>	<b>\$ 1,399</b>	<b>\$ 1,484</b>	<b>\$ 1,524</b>
GM%	67%	69%	69%	69%	69%
SG&A	478	487	504	515	540
R&D	120	135	137	137	140
<b>OPEX</b>	<b>\$ 598</b>	<b>\$ 622</b>	<b>\$ 641</b>	<b>\$ 652</b>	<b>\$ 680</b>
OPEX%	35%	33%	31%	30%	31%
<b>EBITDA</b>	<b>\$ 630</b>	<b>\$ 745</b>	<b>\$ 845</b>	<b>\$ 922</b>	<b>\$ 946</b>
(-) Depreciation	(52)	(58)	(60)	(62)	(73)
(-) Stock Based Compensation	(22)	(25)	(26)	(28)	(29)
(-) Interest Expense	(195)	(230)	(193)	(147)	(123)
(-) Income Taxes	(93)	(108)	(128)	(152)	(165)
<b>Net Income</b>	<b>\$ 267</b>	<b>\$ 325</b>	<b>\$ 438</b>	<b>\$ 533</b>	<b>\$ 556</b>

**Projected Non-GAAP Pro Forma  
 Consolidated Balance Sheet  
 (UNAUDITED)**

The Projected Non-GAAP Pro Forma Consolidated Balance Sheet set forth below presents the projected consolidated financial position of the Company as of March 31, 2024, after giving effect to the Restructuring Transactions, and as of each fiscal year ending 2024, 2025, 2026, 2027 and 2028.

<i>\$ million</i>	<b>3/31/24PF</b>	<b>2024E</b>	<b>2025E</b>	<b>2026E</b>	<b>2027E</b>	<b>2028E</b>
Cash and equivalents [a]	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
Restricted cash	137	137	137	137	137	137
Accounts receivable	428	392	412	435	457	468
Inventory	288	294	306	313	315	318
Prepays and other current assets	101	105	124	137	148	159
<b>Current assets</b>	<b>\$ 1,155</b>	<b>\$ 1,128</b>	<b>\$ 1,179</b>	<b>\$ 1,222</b>	<b>\$ 1,258</b>	<b>\$ 1,282</b>
PP&E	\$ 463	\$ 465	\$ 455	\$ 441	\$ 426	\$ 407
Intangibles	2,768	2,583	2,351	2,141	2,007	1,894
Other assets	150	150	150	150	150	150
<b>Total assets</b>	<b>\$ 4,535</b>	<b>\$ 4,326</b>	<b>\$ 4,135</b>	<b>\$ 3,954</b>	<b>\$ 3,840</b>	<b>\$ 3,733</b>
Accounts payable	\$ 226	\$ 200	\$ 213	\$ 234	\$ 243	\$ 248
Accrued expenses and other	346	346	346	346	346	346
<b>Current liabilities</b>	<b>\$ 573</b>	<b>\$ 547</b>	<b>\$ 559</b>	<b>\$ 580</b>	<b>\$ 590</b>	<b>\$ 594</b>
New debt	\$ 2,500	\$ 2,302	\$ 1,981	\$ 1,524	\$ 974	\$ 388
Other non-current liabilities	126	126	126	126	126	126
<b>Total liabilities</b>	<b>\$ 3,198</b>	<b>\$ 2,974</b>	<b>\$ 2,666</b>	<b>\$ 2,230</b>	<b>\$ 1,689</b>	<b>\$ 1,109</b>
<b>Equity</b>	<b>\$ 1,337</b>	<b>\$ 1,352</b>	<b>\$ 1,469</b>	<b>\$ 1,724</b>	<b>\$ 2,151</b>	<b>\$ 2,624</b>
<b>Total liabilities and equity</b>	<b>\$ 4,535</b>	<b>\$ 4,326</b>	<b>\$ 4,135</b>	<b>\$ 3,954</b>	<b>\$ 3,840</b>	<b>\$ 3,733</b>

Notes:

[a] Assumes all cash in excess of \$200 million is used to pay down funded debt.

**Projected Non-GAAP Pro Forma  
 Consolidated Cash Flow Statement  
 (UNAUDITED)**

The Projected Non-GAAP Pro Forma Consolidated Cash Flow Statement set forth below presents the projected cash flows of the Company for the year ending December 31, 2024, after giving effect to the Restructuring Transactions, and for the fiscal years ending 2025, 2026, 2027 and 2028.

<i>\$ million</i>	<u>2024E</u>	<u>2025E</u>	<u>2026E</u>	<u>2027E</u>	<u>2028E</u>
Net Income	\$ 267	\$ 325	\$ 438	\$ 533	\$ 556
Depreciation	52	58	60	62	73
SBC	22	25	26	28	29
Δ NWC	(5)	(19)	(9)	(16)	(8)
Other [a]	(941)	(19)	(13)	(11)	(11)
<b>Cash From Operations</b>	<b>\$ (604)</b>	<b>\$ 369</b>	<b>\$ 503</b>	<b>\$ 597</b>	<b>\$ 640</b>
CAPEX	(52)	(48)	(46)	(47)	(54)
Other	-	-	-	-	-
<b>Cash From Investing</b>	<b>\$ (52)</b>	<b>\$ (48)</b>	<b>\$ (46)</b>	<b>\$ (47)</b>	<b>\$ (54)</b>
Debt payments	(198)	(321)	(457)	(550)	(585)
Other [b]	352	-	-	-	-
<b>Cash From Financing</b>	<b>\$ 154</b>	<b>\$ (321)</b>	<b>\$ (457)</b>	<b>\$ (550)</b>	<b>\$ (585)</b>
<b>Net Δ Cash</b>	<b>\$ (501)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Cash</b>	<b>\$ 701</b>	<b>\$ 200</b>	<b>\$ 200</b>	<b>\$ 200</b>	<b>\$ 200</b>
<b>Ending Cash</b>	<b>\$ 200</b>				

Notes:

- [a] Includes changes in other assets and liabilities and miscellaneous one-time and contingent payments; 2024E includes cash flows associated with the Plan Effects described above.
- [b] 2024E includes pre-emergence adequate protection payments and proceeds from the Rights Offerings.

**THIS IS EXHIBIT "O"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Apell*

---

Commissioner for Taking Affidavits

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

*In re*

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

**Chapter 11**

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

**(Jointly Administered)**

**DECLARATION OF MARK G. BARBERIO IN SUPPORT OF CONFIRMATION OF  
THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF  
ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS**

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

1. I am the Chairman of the Board of Directors of Endo International plc which, with its debtor affiliates, are 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.

2. I was appointed to the Board of Directors (the “Board”) in February 2020 and, in June 2021, was appointed as the independent, non-executive Chairman of the Board. I am also Chair of Endo’s Strategic Planning Committee and a member of Endo’s Audit & Finance Committee, the Compensation & Human Capital Committee, the Nominating, Governance &

---

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

Corporate Responsibility Committee, and the Compliance Committee. I have been a Principal of Markapital, LLC since 2013. Prior to then, I held numerous leadership roles at Mark IV, LLC, most recently having served as a director from 2011 to 2013, Co-Chief Executive Officer from 2009 to 2013, and Chief Financial Officer from 2004 to 2013. I have served as a director of Gibraltar Industries, Inc. since June 2018 and Life Storage, Inc. from January 2015 to July 2023, where I was Non-Executive Chairman from May 2018. Since the July 2023 merger of Extra Space Storage, Inc. and Life Storage, Inc., I have been a director of Extra Space Storage, Inc. I previously served as a director of Paragon Offshore Limited from July 2017 to April 2018 and Exide Technologies from April 2015 to October 2020. I hold a Bachelor of Science in Business-Accounting from Rochester Institute of Technology and a Master of Business Administration from State University of New York at Buffalo.

3. I submit this declaration (the “Declaration”) in support of confirmation of the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Dkt. No. 3695] (the “Plan”).<sup>2</sup>

4. As a result of my time as a member or the Chairman of the Board and as a member or the Chairman of the Strategic Planning Committee, my review of relevant documents, and my discussions with other members of the Debtors’ management team and the Debtors’ advisors, I am familiar with the events leading to confirmation, the subject matters of the Plan, and the other matters addressed herein. Except as otherwise indicated, the statements in this Declaration are based on: (a) my personal knowledge of the Declaration’s subject matter; (b) my review of relevant documents; (c) information provided to me by the Debtors’ advisors working

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Dkt. No. 3554] (as may be subsequently supplemented, amended, or modified from time to time, the “Disclosure Statement”), as applicable.

under my supervision; (d) information provided to me by, or discussions with, other members of the Debtors' management team or other employees; and/or (e) my general experience and knowledge. I am authorized to submit this Declaration. If called upon to testify, I can and will testify competently as to the facts set forth herein.

**I. THE DEBTORS HAVE BEEN WELL INFORMED AND ADVISED IN CONNECTION WITH THE CHAPTER 11 CASES**

5. In my role with the Debtors, I have personally observed that the Debtors' Board, Strategic Planning Committee, and management team have been well informed and comprehensively advised by the Debtors' professional advisors both before and after the commencement of these Chapter 11 Cases, including with respect to strategic alternatives and the process that culminated in the proposed Plan. For example, Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden") and PJT Partners LP ("PJT") were engaged and advising the Debtors on restructuring matters, including those relating to the Debtors' opioid lawsuits and potential liabilities, as early as February 2018, and Alvarez & Marsal ("A&M") was engaged in May 2021 to serve as financial advisor to the Debtors. Each of those professionals continues to advise the Debtors and the Board today.

6. As further described in the First Day Declaration,<sup>3</sup> and as I have personally observed and experienced, in the years leading up to the chapter 11 filing the Debtors considered a variety of strategic alternatives to address a confluence of factors that increased uncertainty and put downward pressure on the Debtors' financial performance. This included efforts to resolve enterprise-threatening nationwide opioid-related litigation, exploration of a formal marketing process for the sale of all or parts of the Debtors in September 2021 led by PJT, and active

---

<sup>3</sup> *Declaration Of Mark Bradley In Support Of Chapter 11 Petitions And First Day Papers* [D.I. 38] (the "First Day Declaration").

discussions regarding potential restructuring frameworks with advisors for the Ad Hoc Cross-Holder Group and the Ad Hoc First Lien Group in the months prior to the commencement of the Chapter 11 Cases.

7. Ultimately, with the assistance of their advisors and after evaluating proposals from the Ad Hoc First Lien Group and the Ad Hoc Cross-Holder Group, the Debtors determined in their business judgment to pursue a restructuring support agreement (the “RSA”) with the Ad Hoc First Lien Group setting forth the framework for an in-court sale to the Stalking Horse Bidder, subject to higher or otherwise better bids to be solicited through a marketing and auction process. Accordingly, in August 2022 the Debtors commenced these Chapter 11 Cases.

8. Since the commencement of the Chapter 11 Cases, I have observed that the Debtors’ Board, Strategic Planning Committee, and management team have continued to be well informed and comprehensively advised by the Debtors’ professional advisors, including with respect to (i) the post-petition sale process led by PJT and conducted pursuant to the Bidding Procedures Order, (ii) the mediation efforts led by the Hon. Shelley C. Chapman (Ret.) (the “Mediation”) which facilitated a series of critical inter-related settlements negotiated among the Debtors’ key stakeholders (together, the “Plan Settlements”), (iii) the Mediation and negotiations that resulted in a global settlement reached with the United States of America (the “U.S. Government”) addressing, among other matters, the U.S. Government’s billions of dollars of claims related to certain tax disputes and the U.S. Government’s civil, criminal and administrative investigations of Endo’s historical opioid marketing and sales, and (iv) the Debtors’ pivot from a standalone 363 sale process to confirmation of the Plan, which I understand will implement the sale transaction as well as the Plan Settlements.

9. I and the other members of the Board and Strategic Planning Committee have continued to receive regular updates from the Debtors' management and professional advisors throughout the Chapter 11 Cases, including with respect to these critical matters.

## **II. THE DEBTORS' POST-PETITION SALE PROCESS, MEDIATED PLAN SETTLEMENTS, AND CONSIDERATION OF A CHAPTER 11 PLAN PROCESS**

### **A. The Debtors' Initial Determination to Pursue a Sale Process**

10. In connection with the Debtors' initial determination to pursue a sale process, the factors relevant to the Debtors' deliberations included the significant uncertainty, litigation risk, execution risk, delay, and expense that would have been associated with the pursuit of an alternative restructuring through confirmation and consummation of a chapter 11 plan. At the outset of the Chapter 11 Cases, before the Mediation and Plan Settlements that have now cleared the path for confirmation, I and the other members of the Strategic Planning Committee and the Board understood, based upon the advice of the Debtors' advisors and our own consideration of these matters, that the pursuit of a plan of reorganization would likely involve prolonged litigation with an uncertain conclusion, enormous professional fees, and potential risks to the Debtors' business. Among the most significant potential disputes at that time were likely litigations with the Internal Revenue Service (the "IRS") regarding billions of dollars of potential priority claims related to certain tax disputes and the U.S. Government's billions of dollars of claims relating to the Department of Justice's civil, criminal and administrative investigations of Endo's historical opioid marketing and sales.

11. Considering the then-current facts and circumstances, including those discussed above, the Debtors determined in their sound business judgment and acting in the interest of their estates, based upon their own evaluation and the recommendations of their advisors, to pursue a value-maximizing sale process that would, among other things, avoid the significant

uncertainty, litigation risk, delay, and substantial professional fees, litigation costs and administrative expenses associated with pursuit of a chapter 11 plan process.

**B. The Mediation and Plan Settlements**

12. I am informed and understand that subsequent to the appointment of the Official Committee of Unsecured Creditors (“UCC”), the Official Committee of Opioid Claimants (“OCC” and, together with the UCC, the “Committees”), and the Future Claimants’ Representative (“FCR”) in the Chapter 11 Cases, each of those parties, as well as the Ad Hoc Cross-Holder Group and the Non-RSA 1Ls, were involved in ongoing disputed matters with the Debtors and the Ad Hoc First Lien Group that threatened to cause significant impediments and delays in the progress of the Chapter 11 Cases, as well as the expenditure of substantial sums of professional fees and other litigation expenses that would be borne by, and would diminish, the Debtors’ estates.

13. I and the other members of the Strategic Planning Committee and the Board received regular updates and advice from the Debtors’ professional advisors with respect to those disputes, including those regarding (i) objections to the proposed sale process, (ii) the extension and/or termination of the Debtors’ exclusive periods to propose and solicit acceptances to a chapter 11 plan, and (iii) the Committees’ Standing Motion.<sup>4</sup>

14. In light of the wide-ranging disputes that threatened to push the parties into intractable litigation postures, I understand that on January 27, 2023, the Court appointed the Hon. Shelley C. Chapman (Ret.) as mediator (the “Mediator”) to conduct confidential negotiations among the parties regarding the various disputes. I am informed and understand that, over time, the subject matters of the Mediation and the number and identity of the parties participating in the

---

<sup>4</sup> See Motion of the Official Committee of Unsecured Creditors and the Official Committee of Opioid Claimants for (I) Entry of an Order Granting Leave, Standing, and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors and (II) Settlement Authority in Respect of Such Claims [D.I. 1243] (the “Standing Motion”).

Mediation evolved as the Mediator assisted the Debtors and their stakeholders in achieving a series of inter-related Plan Settlements that have cleared the path toward confirmation of a chapter 11 plan. During the entirety of the Mediation proceedings, I and the other members of the Strategic Planning Committee and the Board received regular updates and advice from the Debtors' management and professional advisors with respect to the progress of the Mediation and related matters.

**C. The Debtors and PJT Conducted a Value-Maximizing Sale Process**

15. Following the resolution of certain disputes with the Committees and the Ad Hoc Cross-Holder Group, which I understand were facilitated by the Mediator, the Debtors sought and obtained the Court's approval of the Bidding Procedures and entry of the Bidding Procedures Order.<sup>5</sup> This set forth the process in which one or more entities formed in a manner acceptable to the Ad Hoc First Lien Group would serve as the Stalking Horse Bidder in connection with a marketing process for the sale of substantially all of the Debtors' assets.

16. After the Court's entry of the Bidding Procedures Order, the Debtors and their advisors – principally the Debtors' investment bankers at PJT – conducted the marketing process contemplated by that order and the associated Bidding Procedures. I and the other members of the Strategic Planning Committee and the Board received regular updates and advice from the Debtors' professional advisors, including PJT, during the course of the sale process.

17. As further set forth in the *Declaration of Mark Buschmann in Support of Confirmation of the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International Plc and Its Affiliated Debtors*, the Debtors' advisors contacted more than 150 parties during the robust process, including both strategic and nonstrategic/sponsor potential bidders.

---

<sup>5</sup> See Docket No. 1765.

Approximately 40 potential bidders executed non-disclosure agreements and proceeded with diligence, and 19 parties submitted non-binding offers or Indications of Interest pursuant to the Bidding Procedures.

18. With the assistance of their advisors, the Debtors considered each of the non-binding offers or Indications of Interest that were submitted during the process. Among other things, I and the other members of the Strategic Planning Committee and the Board received and reviewed materials prepared by the Debtors' advisors summarizing the Indications of Interest on a bid-by-bid basis, and also on an amalgamated basis in order to consider the highest and best potential group of parts bids that might, together, be comparable to a competing WholeCo bid. I am also informed and understand that the Debtors' management team worked closely with the Debtors' professional advisors to comprehensively consider each non-binding Indication of Interest that the Debtors received. I and the other members of the Strategic Planning Committee and the Board met with the Debtors' management team and advisors and engaged in relevant discussions with respect to the sale process and consideration of the Indications of Interest that were received by the Debtors.

19. After the deadline for submissions of Indications of Interest, but before reaching any determination, the Debtors consulted with the Consultation Parties – including the UCC, OCC, and FCR – as well as the Multi-State Endo Executive Committee, regarding the Debtors' preliminary view that none of the Indications of Interest, whether viewed individually or collectively, were likely to result in the submission of a bid that was higher than the Stalking Horse Bid if the sale process continued. None of the Consultation Parties or the Multi-State Endo Executive Committee expressed disagreement with the Debtors' preliminary views.

20. In the end, with the assistance and advice of the Debtors' management and advisors, I and the other members of the Strategic Planning Committee and the Board concluded that the results of the sale process were clear and unambiguous. Whether viewed individually or collectively as an approximation for a WholeCo bid, none of the Indications of Interest were likely to result in the submission of a bid that was higher than the Stalking Horse Bid. In a best case scenario, for instance, the implied gross WholeCo value of an amalgamation of parts bids was more than \$1 billion lower than the value of the Stalking Horse Bid. Accordingly, I and the other members of the Strategic Planning Committee and the Board identified the Stalking Horse Bid as the highest-and-best offer, and the Debtors prepared to go forward with a sale hearing where the Stalking Horse Bidder would be the sole Successful Bidder.

21. I am aware that throughout this process the Debtors, on the one hand, and the Ad Hoc First Lien Group, on the other hand, were each represented by their own sophisticated counsel, investment bankers, and financial advisors. I and the other members of the Strategic Planning Committee and the Board have been well informed and advised by the Debtors' advisors regarding the parties' negotiations throughout the process, and I have observed that each party's advisors and counsel have negotiated against one another – and in the best interests of their respective clients – throughout the process.

**D. Continuing Mediation Efforts and Debtors' Consideration of a Chapter 11 Plan Process**

22. I am aware and understand that while the Debtors were working to advance toward the sale hearing, the Debtors and their key stakeholders also continued to engage in Mediation – under the continuing oversight of the Mediator – in an effort to achieve a global resolution with the Debtors' remaining stakeholders, including the U.S. Government. I and the other members of the Strategic Planning Committee and the Board received regular updates and

advice from the Debtors' management and professional advisors with respect to the progress of the Mediation and related matters. For instance, I understand that during the summer and fall months of 2023, the Debtors and their stakeholders continued to resolve a number of potential sale hearing objections, including those put forward by a group of the Debtors' critical distributors, an ad hoc group of public schools, and an ad hoc group of Canadian governmental entities.

23. I am aware and understand that during this same time period, the Mediation also facilitated productive discussions with the U.S. Government, including with respect to its tax, criminal and civil liability claims, which the Debtors and their professional advisors previously recognized as potentially significant impediments to the pursuit or confirmation of a chapter 11 plan. I and the other members of the Strategic Planning Committee and the Board received regular updates and advice from the Debtors' management and professional advisors with respect to the progress of the Mediation with the Ad Hoc First Lien Group and the U.S. Government, including its impact on the Debtors' consideration of the possibility of implementing a consensual restructuring through a chapter 11 plan of reorganization rather than a 363 sale. Considering the significant progress that was being made in connection with Mediation and negotiations with the U.S. Government, the Debtors determined to further adjourn the sale hearing in order to allow the Mediation efforts to continue.

24. On November 20, 2023, the Ad Hoc First Lien Group filed a term sheet<sup>6</sup> in the Chapter 11 Cases setting forth the key terms of an economic resolution in principle of the U.S. Government's claims against the Debtors. I understand that the term sheet was negotiated between the Ad Hoc First Lien Group and the U.S. Government in the context of a standalone sale, but the term sheet also contemplated a possible chapter 11 plan scenario in which the terms of the

---

<sup>6</sup> See Docket No. 3118.

resolution would be implemented through a chapter 11 plan. The term sheet was subject to further approvals and also conditioned upon the resolution of the U.S. Government's civil and criminal investigations of Endo's historical opioid marketing and sales and related claims. Nevertheless, I understood that the term sheet and economic resolution of the U.S. Government's claims represented a significant advancement toward the possibility of a consensual restructuring through a chapter 11 plan of reorganization. I and the other members of the Strategic Planning Committee and the Board also understood, based on regular updates and advice from the Debtors' management and professional advisors, that the Debtors and the U.S. Government were, at the same time, engaged in advanced negotiations with respect to the potential resolution of the U.S. Government's civil and criminal investigations of Endo's historical opioid marketing and sales and related claims.

### **III. THE PLAN AND PLAN SETTLEMENTS ARE IN THE BEST INTERESTS OF THE DEBTORS' ESTATES**

#### **A. The Debtors Exercised Sound Business Judgment in Pursuing Confirmation of Their Chapter 11 Plan of Reorganization**

25. At a meeting of the Board in early December 2023, the Board considered whether to authorize the filing of the proposed Plan and Disclosure Statement. I and the other members of the Strategic Planning Committee and the Board, along with management, received regular updates and advice from the Debtors' professional advisors – and we provided our own feedback and views to the Debtors' professional advisors – regarding the negotiation and formulation of the Plan. I observed that the Debtors (including their management team and professional advisors) and their key stakeholders negotiated the Plan and participated in the Plan formulation process at arm's length and in good faith. The Board reviewed and discussed the Plan with the Debtors' management and professional advisors, and I am familiar with its core terms.

26. The Plan contemplates a going concern sale of Endo's business to newly formed Purchaser Entities owned by certain of the Debtors' creditors. I understand that all of Endo's current employees will be offered employment with the Purchaser Entities on terms no less favorable than their current employment, and substantially all of Endo's contracts will be cured, assumed and assigned.

27. The Plan also incorporates several inter-related Plan Settlements that are, collectively, a fundamental element of the Debtors' restructuring. I and the other members of the Strategic Planning Committee and the Board received regular updates and advice from the Debtors' management and professional advisors during the Mediation and in connection with the many Plan Settlements that cleared the path toward confirmation of the Plan. I understand that each of the Plan Settlements has broad support from the Debtors' key stakeholders and that a majority of them are the result of the court-ordered Mediation process. I am informed and understand that the key parties supportive of the Plan include (a) the UCC, (b) the OCC, (c) the FCR, (d) the Ad Hoc First Lien Group, (e) forty-five states and several U.S. territories, (f) the United States of America, (g) representatives of fourteen Canadian provinces and territories and (h) an ad hoc group of public school districts. The Office of the United States Trustee does not object to the Plan Settlements.

28. From the Debtors' perspective, I believe the Plan Settlements are integral to the Debtors' restructuring and provide significant benefits to the Debtors' estates and stakeholders. For example, among other benefits, the Plan Settlements allow the Debtors and a disparate set of constituent groups to avoid the likelihood of years-long litigation over myriad issues that would diminish the value of the Debtors' estates. I understand that the Plan Settlements also allow for the provision of Plan recoveries to creditors, including opioid claimants, who

otherwise would likely receive nothing under a chapter 11 plan based on strict application of the bankruptcy priority scheme. Additionally, the Plan Settlements resolve thousands of pending lawsuits against the Debtors, and they resolve legal issues and disputes with the U.S. Government that otherwise might interfere with go-forward business operations, thus allowing the Debtors and their successors to continue developing and delivering quality life-enhancing therapies and products to the public. I am also informed and understand that the resolutions achieved in connection with the Plan Settlements, which have garnered the support of the U.S. Government, eliminate or substantially reduce the risk that an order of this Court confirming the Plan might be repeatedly appealed and thereby delay or tie up the Debtors' restructuring for, potentially, a period of years – as I understand has occurred in at least one recent opioid-related chapter 11 case.

29. I understand that distributions under the Plan will be made from (i) the Debtors' cash on hand; (ii) up to \$2.5 billion in Exit Financing; (iii) equity in the parent company of the go-forward enterprise, (iv) the net proceeds of the First Lien Rights Offering and the GUC Rights Offerings; and (v) the GUC Trust Litigation Consideration. Based on my discussions with the Debtors' management and professional advisors, I understand that these sources will be sufficient to allow the Debtors to implement the terms of the Plan and Plan Settlements if the Plan is confirmed.

30. After careful consideration of the facts and circumstances relating to a potential restructuring of the Debtors' through confirmation of the Plan, including those discussed above, the Debtors determined in their sound business judgment and acting in the interest of their estates, based upon their own evaluation and the recommendations of their advisors, to authorize the filing of the Plan and Disclosure Statement subject to, among other things, the Debtors'

continuing negotiations with the U.S. Government to finalize a global resolution in connection with the Plan.

**B. The Plan was Proposed in Good Faith**

31. The Debtors entered these Chapter 11 Cases focusing their restructuring efforts on pursuit of a 363 sale process pursuant to an RSA with the Ad Hoc First Lien Group. I and the other members of the Strategic Planning Committee and the Board, however, with the advice and input of the Debtors' management and professional advisors, remained open to considering other potential restructuring alternatives. To that end, the Debtors and their advisors conducted a robust sale process which confirmed that a sale of the Company's business to a stalking horse bidder formed by the Ad Hoc First Lien Group would maximize value for the Debtors' estates. I believe the Court-ordered Mediation in the context of that sale process, and the associated appointment of an experienced and effective Mediator, altered the trajectory of the cases.

32. Over the course of many months, effectively all of the Debtors' key stakeholders engaged in rigorous, arm's-length negotiations under the oversight of the Mediator, addressing a series of complex legal and financial disputes and related value-destructive litigation scenarios, among a multitude of interested parties. The Board was regularly updated and advised regarding the progress of the Mediation, including with respect to negotiations among the Ad Hoc First Lien Group and other key constituents including the UCC, OCC, and the U.S. Government, as well as the Mediation's potential implications regarding the possibility of implementing a consensual restructuring through a chapter 11 plan of reorganization rather than a 363 sale.

33. The Plan and Plan Settlements are the product of tireless negotiations and a series of hard-fought, inter-related compromises achieved among the Debtors' key stakeholders, and I understand that the Plan has nearly global support among the Debtors' constituents and

creditors. I believe the Plan was proposed in good faith and reflects a comprehensive and viable resolution to the Debtors' liabilities, while maximizing recoveries for the Debtors' diverse group of creditors, including opioid and other personal injury claimants.

**C. The Plan Settlements Are Fundamental to the Debtors' Reorganization and Are in the Best Interests of the Debtors' Estates**

34. As discussed above, I believe the Plan Settlements are integral to the Debtors' restructuring and provide significant benefits to the Debtors' estates and stakeholders. I also believe that without the Plan Settlements, the Debtors would not be in position today to propose and confirm a chapter 11 plan. The Plan Settlements reflect a multitude of integrated compromises and accommodations between and among the Debtors' principal stakeholders which have the support of effectively every major constituency in these Chapter 11 Cases, and I believe the resolutions documented in the Plan Settlements reflect reasonable and fair outcomes driven by, and rising from, the Mediation process and its oversight by an experienced and effective Mediator.

35. *The Committee Settlements.* The settlements reached with the UCC and OCC (the "Committee Settlements") provide substantial benefits to the Debtors' estates and are integral to the Debtors' restructuring. I am aware, for instance, that the Committee Settlements resolve the Committees' joint Standing Motion that sought standing and authority to investigate, prosecute, and/or settle certain proposed alleged claims on behalf of the Debtors. I and the other members of the Strategic Planning Committee and the Board received regular updates and advice from the Debtors' management and professional advisors regarding these matters. The Debtors do not believe that pursuing the alleged claims would be a worthwhile use of limited estate resources. Among other things, I am informed and understand that even if the Committees were to successfully prosecute some of their claims, there would be little benefit to the estates because (a) any successful lien challenge would likely only alter the distributions among creditors, not

bring additional value into the estates, and (b) any available unencumbered value resulting from those claims would likely be utilized to fund administrative expenses rather than subsidize recoveries to other creditors. Nevertheless, I understand that the matters raised by the Committees threatened to push the Debtors and other stakeholders into protracted and value-destructive litigation that might take years to resolve and could substantially delay or disrupt the Debtors' restructuring efforts. The resolution of these matters in connection with the Committee Settlements provides substantial value and significant benefits to the Debtors.

36. The Committee Settlements also provide value and recoveries to the Debtors' creditors—including opioid, mesh and ranitidine personal injury claimants—who otherwise would likely receive nothing under a chapter 11 plan. Additionally, as a result of the Committee Settlements, the Debtors' restructuring efforts are supported by the Committees and their constituents. I am aware, for instance, that each of the Committees distributed letters to their constituents, along with the Plan solicitation materials, encouraging claimants to vote in favor of the Plan.

37. I understand that the mechanism for implementing the Committee Settlements, as well as the other Plan Settlements, comprises a series of trusts and sub-trusts as provided for in the respective settlements. I and the other members of the Strategic Planning Committee and the Board received updates and advice from the Debtors' management and professional advisors with respect to the Plan Settlements and their implementation via the trust mechanisms. I also understand that the various trusts and sub-trusts to be established as part of the Committee Settlements will be funded with a combined hundreds of millions of dollars in the form of cash, equity and other settlement consideration.

38. Importantly, I understand that dividing into separate trusts the recovery pools for the Debtors' diverse creditor groups, as called for in the settlements, will increase the efficiency of implementing the Plan Settlements and getting distributions out to creditors, and also will help avoid potential inter-creditor disputes and challenges, including with respect to allocation issues, that otherwise might delay the Debtors' ability to implement the Plan Settlements and conclude the Debtors' restructuring. In that regard, I believe the utilization of trusts and sub-trusts as mechanisms to implement the Plan and Plan Settlements is important to the Debtors' restructuring efforts and provides meaningful benefits to the Debtors' estates.

39. ***The FCR Settlement.*** The settlement reached with the FCR (the "FCR Settlement") provides important benefits to the Debtors, as I understand that it allows the Debtors to consider and provide for potential "future claimants" that are not currently contemplated, while also allowing the Debtors to limit and channel any such future claims in a way that brings much needed certainty to the Debtors' restructuring efforts. Thus, certain parties who are unable to timely file claims in these Chapter 11 Cases, as specified in the FCR Settlement, will nevertheless have recourse under the Plan to potentially obtain recoveries in the future on account of their alleged injuries. At the same time, I understand that the channeling of future claims provided under the Plan also substantially reduces the chance that such future claims may present a risk to the Debtors' go-forward business operations. The FCR Settlement also resolves potentially significant and value-destructive litigation the FCR had begun to pursue in the Chapter 11 Cases.

40. ***The Public Opioid Settlements.*** The Public Opioid Settlements resolve thousands of pending lawsuits and deliver substantial benefits to the States, U.S. territories, tribes, and local governments. Additionally, as a result of the heavily-negotiated settlements, I have observed that the Multi-State Endo Executive Committee and supporting states have provided a

critical level of support for, and benefit to, the Debtors' restructuring since the outset of these Chapter 11 Cases. At least forty-five states and several U.S. territories now support the Public Opioid Settlements, which are a cornerstone of the Debtors' restructuring. This resolution also results in local governments that have opioid claims against the Debtors retaining their rights to seek payment from their respective state opioid abatement programs. Importantly, I am aware that the trusts established pursuant to the Public Opioid Settlements will deliver substantial benefits to the settling states, U.S. territories, and tribes, including a combined hundreds of millions of dollars to public opioid creditors in order to help curtail the opioid epidemic. The Public Opioid Settlements also avoid potentially complex and value-destructive litigation among a wide range of parties, and provide necessary support for the Debtors' restructuring.

41. ***The U.S. Government Settlement.*** The U.S. Government Settlement (as defined below) provides significant value and benefit to the Debtors' estates, as I understand that, among other things, it resolves material obstacles to confirming a chapter 11 plan of reorganization and provides the Debtors with an operational fresh start without the overhang of federal civil and criminal claims and associated risks to the go-forward business operations. I am informed and understand that the Debtors and the U.S. Government have documented their global resolution in three separate agreements: a civil settlement agreement (the "Civil Settlement Agreement"), a criminal plea agreement (the "Plea Agreement") and a global U.S. government settlement agreement (addressing, *inter alia*, the economic terms for all the settlements with the U.S. government) (the "U.S. Government Settlement Agreement" and, together with the Civil Settlement Agreement and the Plea Agreement, the "U.S. Government Resolution Documents" or "U.S. Government Settlement"). Each of the settlements under the Plan comprising the global U.S. Government Settlement are essential to the Debtors' restructuring.

42. As discussed in the *Declaration of Mark Bradley in Support of Confirmation of the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International Plc and Its Affiliated Debtors*, I am informed and understand that Debtor Endo Health Solutions Inc., a wholly-owned subsidiary of Endo International plc, is the Debtor-entity that is a party to the Civil Settlement Agreement and the Plea Agreement. I further understand that the board of directors of Endo Health Solutions Inc.<sup>7</sup> was well informed and comprehensively advised in connection with the decision to enter into those agreements.

43. With respect to the board of directors of Endo International plc, I and the other members of the Strategic Planning Committee and the Board understood, based upon the advice of the Debtors' advisors and our own consideration of these matters, that resolution of the U.S. Government matters was crucial to creating a path to confirmation of a chapter 11 plan of reorganization for all of the Debtors. For example, I am informed and understand that U.S. Government agencies including the IRS and Department of Justice asserted billions of dollars of claims against the Debtors related to certain tax disputes and the U.S. Government's civil, criminal and administrative investigations of Endo's historical opioid marketing and sales. The U.S. Government Settlement resolves significant restructuring obstacles relating to those issues, including potential litigation regarding whether massive, disputed tax liabilities would potentially need to be paid in full to the IRS on a priority basis, and whether certain claims asserted by governmental entities might raise potential non-dischargeability issues that could jeopardize any potential chapter 11 plan of reorganization. I believe the U.S. Government Settlement avoids value-destructive litigation and potentially years-long delays and disruption of the Debtors'

---

<sup>7</sup> The members of the board of directors of Endo Health Solutions Inc. are Blaise Coleman and Mark Bradley.

restructuring efforts, eliminates material impediments to the pursuit of a chapter 11 plan process, and provides a path to confirmation of a largely consensual plan of reorganization.

44. Upon consideration of the facts and circumstances relating to the proposed global resolution of matters with the U.S. Government, including the matters discussed above as well the financial and operational aspects of each of the Debtors both individually and in the context of the Debtor group's performance, and the best course of action to maximize value for the benefit of all of the Debtors' stakeholders, the Debtors determined in their sound business judgment and acting in the interest of their estates, based upon their own evaluation and the recommendations of their advisors, to proceed with the global resolution of matters with the U.S. Government including Endo International plc's entry into the U.S. Government Settlement Agreement.

45. *Other Settlements.* I believe the remaining settlements contained in the Plan are beneficial to the Debtors and in the best interests of the Debtors' estates. For example, the settlements incorporated through the Plan for the benefit of public schools and Canadian provinces – both groups comprised of opioid claimants – will result in recoveries for their constituents who otherwise would likely receive nothing under the Plan. I am also aware that these settlements resolve and avoid potential Debtor litigation with these parties in connection with the Plan confirmation process, which would be expensive for the Debtors' estates and increase the uncertainty of potential outcomes, to every stakeholders' detriment. For these good reasons, the Debtors view these many carefully constructed settlements as inter-related and, collectively, essential to the Debtors' restructuring. It was only by virtue of the coordinated Mediation efforts in these Chapter 11 Cases that the many interdependent settlements were achieved, and thereby cleared the path for the Debtors' to pursue confirmation of their Plan.

**D. The Release, Exculpation, and Injunction Provisions Are Integral Elements of the Plan and Plan Settlements and Are in the Best Interest of the Debtors' Estates**

46. Based on my involvement in these cases and my discussions with the Debtors' management and professional advisors, I believe the releases, exculpations, and injunctions contemplated by the Plan and Plan Settlements are reasonable, necessary, and supported by the circumstances of these cases. I understand that the inter-related Plan Settlements, and the contributions and commitments made under the Plan by the multiple constituents that are parties to the Plan Settlements, likely would not have been achieved without the Plan's release, exculpation, and injunction provisions. I also understand these provisions are an important component of the broad Plan support from the Debtors' stakeholders.

47. *The Debtors' Release of Claims.* I am aware that Section 10.2 of the Plan provides that the Debtors will release certain parties – the Debtor Released Parties – from Claims and Causes of Action that the Debtors' estates may have (the "Debtor Releases"), in accordance with the terms and exclusions set forth therein. The Debtor Releases will be granted in exchange for, among other things, the critical role the Debtor Released Parties played in these Chapter 11 Cases, including their contributions and commitments made in the Plan Settlements and under the Plan, which will facilitate a value-maximizing resolution for the benefit of the Debtors' estates and creditors. I understand that the Debtor Released Parties expected and required releases in exchange for their contributions and commitments and their support for the Plan, and I believe the releases are integral to the Plan and the Plan Settlements included therein.

48. I am also aware that the scope of the Debtor Releases was negotiated and designed to be reasonably tailored. For example, I understand that neither the Debtors nor the GUC Trust are releasing claims against certain former directors and officers who will not be involved in the go-forward business, and any such potential claims will be transferred to the GUC

Trust, subject to a Covenant Not To Collect as defined in the Plan. Additionally, based on my discussions with the Debtors' management and professional advisors, I understand that the costs of litigation against the Debtor Released Parties and the uncertainty of recoveries would outweigh any potential benefit when compared to the favorable outcome achieved by the consensual Plan and Plan Settlements. Accordingly, I believe the Debtor Releases are reasonable and appropriate under the circumstances of these Chapter 11 Cases, and their inclusion in the Plan represents an appropriate exercise of the Debtors' business judgment.

49. *The Consensual Non-Debtor Releases of Third Parties.* In addition to the Debtor Releases, I am aware that sections 10.3 and 10.4 of the Plan also provide consensual third-party releases (the "Third Party Releases") to various parties who have played a critical role in these Chapter 11 Cases.<sup>8</sup> I understand that the parties who are beneficiaries of the consensual Third Party Releases will also be granting releases under Article X of the Plan. I understand that the Third Party Releases were heavily negotiated and are essential to the Debtors' restructuring efforts and a crucial part of the Plan Settlements. I am informed and understand that all of the Third Party Releases are consensual.

50. I am informed by the Debtors' advisors and understand that the customized release mechanics contemplated by the Plan—which vary on a class-by-class basis to account for the nature of the claimants in each particular class—reflect a construct that is not objected to by the Office of the United States Trustee. In recognition of the broad demographics comprising their many constituents with varied levels of sophistication and familiarity with the bankruptcy process, I understand that the Debtors expended extra efforts to ensure that consent for the Third Party

---

<sup>8</sup> See Section 1.1.471 of the Plan for a complete list of the third parties obtaining releases pursuant to the Plan, including the "GUC Released Parties" and the "Non-GUC Released Parties."

Releases would be obtained through a sound process. For example, I understand that while sophisticated holders of the Debtors' funded debt are deemed to grant the Third Party Releases unless they affirmatively "opt out" of the releases, less sophisticated general unsecured creditors and private personal injury claimants will not be considered to grant the Third Party Releases unless they vote in favor of the Plan or specifically "opt in" to the Third Party Releases. I believe the Third Party Releases as designed and proposed in the Plan are necessary and appropriate under the circumstances of these Chapter 11 Cases.

51. ***Exculpation.*** I am aware that section 10.12 of the Plan provides for a customary exculpation of claimants for claims in connection with, or arising out of, the administration of the chapter 11 cases ("Exculpation"). I understand that the purpose of the Exculpation is to protect estate fiduciaries and parties that have participated in good faith in the Debtors' chapter 11 cases and restructuring. Importantly, the Exculpation expressly excludes from its scope any claim against an Exculpated Party arising from gross negligence, intentional fraud, or willful misconduct. I believe the Plan Settlements and the Plan were achieved and formulated after extensive good faith negotiations between and among the Debtors and the Exculpated Parties, and the exculpation provisions were specifically negotiated as part of that process. I further believe that the liability protections afforded by the Exculpation contributed significantly to the success of those negotiations and the formulation of the Plan. Accordingly, I believe that the Exculpation is necessary and appropriate under the circumstances of these Chapter 11 Cases.

52. ***Plan and Channeling Injunctions.*** I am aware that section 10.8 of the Plan generally enjoins all persons that have held, hold or may hold any Claims or Interests that have been released, discharged or exculpated under the Plan from commencing or continuing any action or other proceeding related to such Claims or Interests against the Debtors, the Estates, the

Exculpated Parties, or their successors (“Plan Injunction”). I am also aware that, in order to facilitate the Plan Settlements and promote equitable distributions to creditors from the trusts established pursuant to the Plan, section 10.9 the Plan provides that all persons that have held or asserted, that hold or assert, or that may in the future hold or assert, any Trust Channeled Claim are deemed to release such claims against the Debtors and their successors and are enjoined from taking any action on account of such claim against the Debtors or their successors (the “Channeling Injunction”). Additionally, Section 10.10 of the Plan provides for an injunction relating to certain of the Debtors’ rights to and claims under their insurance policies that will be transferred to the GUC Trust, in order to protect those assets for the benefit of the holders of claims channeled to the GUC Trust (the “Specified Debtor Insurance Injunction”).

53. I understand that the Plan Injunction, Channeling Injunction, and Specified Debtor Insurance Injunction are necessary to preserve and enforce the Debtor Releases, the Third Party Releases, and the exculpation provisions, and to implement and enforce key terms of the heavily negotiated Plan resolutions contemplating the channeling of creditor claims to trusts that will administer claims and issue distributions. I also understand that the injunctions have been appropriately tailored to accomplish those purposes. Accordingly, I believe the Plan Injunction, Channeling Injunction, and Specified Debtor Insurance Injunction are necessary and appropriate under the circumstances of these Chapter 11 Cases.

54. ***The Voluntary Opioid Operating Injunction.*** In connection with the Public Opioid Settlements, I am aware that certain of the Debtors agreed during the pendency of the Chapter 11 Cases to abide by, and be bound by, a Court-ordered Voluntary Opioid Operating Injunction. The Voluntary Opioid Operating Injunction enjoins these Debtors from engaging in various activities relating to opioids, including with respect to the promotion of opioids or opioid

products subject to certain exceptions, as set forth in the Voluntary Opioid Operating Injunction. Under the Plan, the VOI-Specific Debtors and/or VOI-Specific Post-Emergence Entities have agreed to remain (or become) subject to the terms of the Voluntary Opioid Operating Injunction, as set forth in the Plan Documents. Based on my involvement in these Chapter 11 Cases and my discussions with the Debtors' management and advisors, I am aware that the Voluntary Opioid Operating Injunction is a key part of the Debtors' efforts to abate the opioid crisis, and it also is an integral and necessary component of the intensely negotiated Public Opioid Settlements and the VOI Specific Debtors' and/or VOI-Specific Post-Emergence Entities' restructuring.

**[Remainder of Page Left Intentionally Blank]**

I declare under penalty of perjury that the foregoing is true and correct, to the best of my ability.

Dated: March 7, 2024  
Williamsville, New York

By: /s/ Mark G. Barberio  
Name: Mark G. Barberio  
Title: Chairman of the Board of Directors

**THIS IS EXHIBIT "P"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**DECLARATION OF MARK BUSCHMANN IN SUPPORT OF CONFIRMATION OF  
THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF  
ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS**

I, Mark Buschmann, pursuant to 28 U.S.C. § 1746, declare that the following is true to the best of my knowledge, information and belief:

1. I am a Partner in the Restructuring & Special Situations Group at PJT Partners LP (“PJT”), a global investment banking firm listed on the New York Stock Exchange with its principal offices located at 280 Park Avenue, New York, New York 10017. PJT has been retained as investment banker to the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors” and together with their non-Debtor affiliates, the “Company” or “Endo”) pursuant to the *Order Authorizing the Retention and Employment of PJT Partners LP as Investment Banker for the Debtors and Debtors in Possession Nunc Pro Tunc to the Petition Date* [Docket No. 503].

---

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

2. I submit this declaration (this “Declaration”) in support of confirmation of the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Dkt. No. 3695] (the “Plan”).<sup>2</sup>

3. Unless otherwise indicated herein, all of the statements set forth in this Declaration are based upon (i) my personal knowledge, (ii) my discussions with the Debtors’ senior management, other members of the PJT team, other professional advisors to the Debtors or other interested parties, (iii) information learned from my review of relevant documents, and/or (iv) my opinion based upon my professional experience and knowledge. If called upon, I would and could testify competently to the statements set forth herein.

#### **I. EXPERTISE AND QUALIFICATIONS**

4. PJT is a leading global financial advisory firm with more than 900 employees in 11 offices in the U.S., Europe, and Asia. The firm offers integrated advisory services for merges and acquisitions, restructuring and special situations, and fund placement. PJT is an industry leader in advising companies and creditors in all aspects of complex restructurings and bankruptcies. The firm has extensive experience providing financial advisory and investment banking services to financially distressed companies, including representing both debtors and lenders in the procurement and provision of postpetition financing. PJT is a registered broker-dealer with the United States Securities and Exchange Commission and is a member of the Securities Investor Protection Corporation and is regulated by the Financial Industry Regulatory Authority.

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Dkt. No. 3554] (as may be subsequently supplemented, amended, or modified from time to time, the “Disclosure Statement”), as applicable.

5. I have over 22 years of experience advising companies, boards of directors, creditors, and other stakeholders across a broad range of industries in connection with restructuring transactions and chapter 11 cases. My publicly disclosed restructuring and financial advisory engagements include representations involving the following companies: 21<sup>st</sup> Century Oncology, Aceto, Akorn, Angiotech, API Heat Transfer, Arch Coal, Cable & Wireless America, CEDC, Delta Air Lines, Excite@Home, Graceway Pharmaceuticals, Homer City, IAP, Los Angeles Dodgers, Magnetation, Mallinckrodt, Mattress Discounters, McDermott, Noranda, Nortek, Patriot Coal, Peabody, Philadelphia Newspapers, Pinnacle Airlines, REFCO, Russell-Stanley, Six Flags, Taro Pharmaceuticals, Tribune, TridentUSA, Ultra Petroleum, Westinghouse Electric Company, Williams Communication Group, and WorldStrides among many others.

6. Prior to joining PJT, I was a Senior Managing Director in the Restructuring and Reorganization Group at The Blackstone Group Inc., where I worked for fourteen years. I hold a Bachelor of Arts in Economics and German Literature from Dartmouth College and a Master of Business Administration from the Kellogg Graduate School of Management at Northwestern University.

## II. THE COURT-APPROVED SALE PROCESS

7. As more fully described in the *Declaration of Tarek elAguizy in Support of Entry of the Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief* [Docket No. 2517], the Debtors conducted a well-considered and robust sales and marketing process, pursuant to the Court-approved Bidding Procedures Order and Bidding Procedures (each as defined below).<sup>3</sup>

---

<sup>3</sup> See the *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, and (III) Granting Related Relief* [Docket No. 1765] (the “Bidding Procedures”).

8. The sale process, as set forth in the Bidding Procedures, facilitated broad and inclusive outreach to both strategic buyers and financial sponsors with potential interest in the Debtors' Assets in order to contact the broadest possible set of potential Prospective Bidders that might have submitted attractive bids for the Debtors' Assets. Following approval of the Bidding Procedures, PJT initiated formal outreach to a large number of potential acquirers spanning a broad range of participant types in order to maximize the potential interest and competitive tension of the sale process. It is my understanding that (a) PJT communicated with a total of 152 potentially interested parties, including 77 financial sponsors and 75 strategic buyers, and (b) of the parties contacted, 40 parties (13 financial sponsors and 27 strategic buyers) executed an NDA and received access to a data room that contained due diligence information about the Debtors. Ultimately, 19 parties submitted IOIs (3 from financial sponsors and 16 from strategic buyers). Pursuant to the Bidding Procedures Order and the Bidding Procedures, all IOIs that were submitted by the Indication of Interest Deadline were nonbinding and conditional. All 19 IOIs represented Parts Bids for various elements of the Debtors' Assets (*i.e.*, bids for business segments or for product groupings smaller than the segments) and, viewed collectively, covered all of the Debtors' Assets except for the Legacy Opioid Assets (which, at the time of the sale process, comprised less than 5% of the revenues of the Debtors). The Debtors reviewed the 19 IOIs, and analyzed the highest bids received for each of the Debtors' business segments and product groupings. Combining the highest Parts Bids received resulted in a range<sup>4</sup> of implied cumulative gross

---

Order"), approving, among other things, certain bidding procedures attached thereto as Exhibit 1 (the "Bidding Procedures"). Capitalized terms not otherwise defined herein, the Plan or Disclosure Statement shall have the meaning ascribed to such terms in the Bidding Procedures Order and/or the Bidding Procedures, as applicable.

<sup>4</sup> Certain of the bids included a range of estimated bid values, instead of one bid value, resulting in a range of total estimated value when the Debtors combined the various bids.

WholeCo value for the Debtors' core business assets estimated to be approximately \$3.515 billion to approximately \$3.715 billion, with a midpoint of approximately \$3.615 billion.

9. I am aware that Endo's management and Board carefully reviewed the IOIs received, and considered the input of the Debtors' advisors, including PJT, and perspectives of Consultation Parties. Subsequently, the Debtors' Board, in consultation with the Consultation Parties and the Multi-State Endo Executive Committee, determined that viewed collectively, the IOIs received were not reasonably likely to result in the submission of a Qualified Bid higher than the Stalking Horse Bid. I understand that, based on this determination, and in consultation with the Consultation Parties, the Board determined in its business judgment that it would proceed to an Accelerated Sale Hearing.<sup>5</sup>

**A. The Debtors' Pivot To The Plan Confirmation Process**

10. As a result of the Court-ordered Mediation, I understand that the Ad Hoc First Lien Group, as the prospective owners of the Debtors' business in connection with the Sale to the Stalking Horse Bidder, reached various resolutions with certain parties in interest in the Chapter 11 Cases. I further understand that certain of the resolutions were largely negotiated between the Ad Hoc First Lien Group and the applicable parties in interest in the context of the Debtors' proposed Sale, which contemplated the Stalking Horse Bidder as the prospective purchaser.

11. In light of significant progress made in the Mediation process during the summer and fall of 2023, which I understand included the resolution of significant issues that would have otherwise impeded the Debtors' ability to successfully pursue a chapter 11 plan, the

---

<sup>5</sup> See Notice of (I) Debtors' Termination of the Sale and Marketing Process, (II) Naming the Stalking Horse Bidder as the Successful Bidder, and (III) Scheduling of the Accelerated Sale Hearing [D.I. 2240].

Debtors made the determination to implement those resolutions and the Sale transaction pursuant to the Plan, rather than pursuant to a stand-alone 363 sale.

12. The fact that the Sale transaction will now be implemented through confirmation of the Plan, rather than a stand-alone 363 sale, does not alter PJT's views on the sale process conducted by the Debtors in these Chapter 11 Cases or the results of that process. The sale process was fair and reasonable, and was designed to, and did, maximize value for all of the Debtors' stakeholders. Based on PJT's participation in and my observation of the sale process, I believe the process was conducted in good faith, without collusion, and pursuant to the Court-approved Bidding Procedures Order and Bidding Procedures.

### **III. SALE PROCESS INDICATIVE BIDS ESTABLISH ASSUMED RANGE OF VALUES FOR PURPOSES OF THE LIQUIDATION ANALYSIS**

13. I am aware that the Debtors are proffering a Liquidation Analysis in connection with the confirmation process, as further discussed in the *Declaration of Ray Dombrowski in Support of Confirmation of the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (the "Dombrowski Declaration").

14. I am also aware that the Liquidation Analysis offered by the Debtors, working in consultation with the Debtors' financial advisors at Alvarez and Marsal, assumes a range of estimated values to compare recoveries in a hypothetical liquidation against recoveries under the Plan. The range of estimated Plan values used in the comparison is based on, at the low end, the implied cumulative gross WholeCo value of the nonbinding, indicative third-party bids received by the Debtors during the 363 sale process conducted in the Chapter 11 Cases as described above, and at the high end, the implied value of the Debtors' assets based on the Stalking Horse Bid. I understand that the Debtors, working with Alvarez and Marsal, for purposes of preparing

the Liquidation Analysis, subsequently applied a range of discounts to the estimated value of the indicative third-party bids in order to account for the accelerated and distressed nature of a hypothetical Chapter 7 liquidation.

15. The Debtors' sale process reflected a true third-party market check on the value of the Debtors' assets in an orderly sale, and I believe the range of implied values established in that process is the best indication of estimated value available in a sale under the circumstances of these Chapter 11 Cases. Therefore, I believe the Debtors' utilization of the indicative third-party bids as an input into the Liquidation Analysis is reasonable and appropriate.

#### **IV. THE DEBTORS' PROPOSED EXIT FINANCING IS REASONABLE AND APPROPRIATE UNDER THE CIRCUMSTANCES**

16. I am aware that, on the Effective Date, after giving effect to the transactions contemplated by the Plan, the Purchaser Entities may have approximately \$2.5 billion in secured funded indebtedness. I also understand that the proposed Exit Financing constitutes an essential element of the Plan, was integral to the achievement of the many Plan Settlements that cleared the path to allow for confirmation of the Plan, and is integral to the implementation of the Plan and Plan Settlements. For example, I understand that the Debtors contemplate that the net proceeds from the Exit Financing, the net proceeds from the Rights Offerings, and the Debtors' cash on hand will provide the necessary liquidity to fund the Debtors' cash distributions under the Plan and the Purchaser Entities' business operations upon emergence from bankruptcy.

17. To date, certain members of the PJT team have coordinated an extensive RFP process with potential arrangers of the Syndicated Exit Financing and the Debtors have selected certain banks to lead and participate in a revolving credit facility, syndicated term loan and/or high yield bond offering in connection with the Syndicated Exit Financing. This work remains ongoing and is currently on track to culminate in a launch of the Syndicated Exit Financing

as early as the beginning of April, with an anticipated closing of the transaction to follow in mid to late April. Based on information made available to PJT during the course of the RFP process, including from the lead arrangers, I believe that the indicative size, structure and economic terms received from the potential arrangers are reasonable and appropriate for the Purchaser Entities. For instance, I believe that the anticipated capital structure metrics are within a range of those of comparable companies in the same industry and that these capital structures helped inform the lead arrangers' view of the anticipated terms of the Syndicated Exit Financing. Further, the Debtors' financial projections proffered in connection with confirmation indicate that the Purchaser Entities anticipate generating sufficient cash flow to service the debt raised in the Exit Financing as demonstrated by the projected repayment of ~\$2.1 billion (or ~85%) of the debt principal over the projection period (in addition to servicing the indicative cash interest). Based on the above, I believe that the Purchaser Entities likely have sufficient excess capacity to service the debt incurred pursuant to the Exit Financing even if the final terms are somewhat less favorable than the terms the Debtors' currently anticipate.

18. In light of the foregoing, I believe that the Debtors have exercised sound business judgment in deciding to enter into the proposed Exit Financing.

## **V. CONCLUSION**

19. For the reasons set forth herein, I believe that approval and consummation of the proposed Plan is in the best interests of the Debtors and their estates, and that the Debtors' request for the confirmation of the proposed Plan and entry of the Confirmation Order reflects a sound exercise of the Debtors' business judgment.

*[Remainder of Page Intentionally Left Blank]*

I declare under penalty of perjury that the foregoing is true and correct, to the best of my information, knowledge and belief.

Dated: March 7, 2024  
New York, New York

By: /s/ Mark Buschmann  
Name: Mark Buschmann

**THIS IS EXHIBIT "Q"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

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

*In re*

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

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

**Chapter 11**

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

**(Jointly Administered)**

**DECLARATION OF RAY DOMBROWSKI IN SUPPORT OF CONFIRMATION OF  
THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF  
ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS**

I, Ray Dombrowski, hereby declare under penalty of perjury, as follows:

1. I am a Managing Director with Alvarez & Marsal North America, LLC (together with employees of its affiliates (all of which are wholly owned by its parent company and employees), its wholly-owned subsidiaries and independent contractors, “A&M”), a restructuring advisory services firm with numerous offices in both the United States and internationally.

2. I submit this declaration (the “Declaration”) in support of confirmation of the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Dkt. No. 3695] (the “Plan”).<sup>2</sup>

3. Except as otherwise indicated, the statements in this Declaration are based on: (a) my personal knowledge of the Declaration’s subject matter; (b) my review of relevant documents; (c) information provided to me by employees of A&M working under my supervision;

---

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Dkt. No. 3554] (as may be subsequently supplemented, amended, or modified from time to time, the “Disclosure Statement”), as applicable.

(d) information provided to me by, or discussions with, other members of the Debtors' management team, other employees, or the Debtors' other advisors; and/or (e) my general experience and knowledge. If called upon to testify, I can and will testify competently as to the statements set forth herein.

## **I. BACKGROUND AND QUALIFICATIONS**

4. I have been a Managing Director with A&M North American Corporate Restructuring in New York since 2001. I have more than 25 years of financial restructuring experience, and specialize in assisting corporations in developing and implementing financial turnaround strategies.

5. I have served in interim roles as Chief Financial Officer, Chief Executive Officer, and Chief Restructuring Officer, and have advised large and mid-size companies in and out of bankruptcy. For example, I served as Chief Restructuring Officer of Chemtura Corporation, for which I received the TMA Mega Turnaround of the Year Award, and Chief Restructuring Officer of Patriot Coal Corporation, for which I received the TMA Transaction of the Year – Mega Company award. I also served as Chief Executive Officer and Chief Restructuring Officer of OW Bunker for which I received M&A Advisors Transaction of the Year. Some of my other clients have included SIRVA, SLI, Allegheny Energy, VecTour, Dresser Rand, APR, Verestar, General Electric, Great Basin Gold, Oxford Resources, Triumph Group, Horizon Lines, Maritime Equity Partners, and Marchon Eyewear, as well as the unsecured creditors' committees of Kodak, Westinghouse and SunEdison.

6. Prior to joining A&M, I served as Senior Vice President and Chief Financial Officer of Ogden Corp., and as a senior executive with Bell Atlantic Corporation in various roles. I hold a bachelor's degree from the U.S. Merchant Marine Academy, as well as a J.D. and an LLM in taxation from Temple University.

7. A&M specializes in interim management, crisis management, turnaround consulting, operational due diligence, creditor advisory services and financial and operational restructuring. A&M's debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company's financial position, including developing or validating forecasts, business plans, and related assessments of a business's strategic position; monitoring and managing cash, cash flow and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages. Since its inception in 1983, A&M has been a global provider of turnaround advisory services to companies in crisis or those in need of performance improvement in specific financial and operational areas.

8. A&M has served as one of the principal advisors to the Debtors. As an advisor to the Debtors, I have been working with Skadden, Arps, Slate, Meagher & Flom LLP and PJT Partners LP ("PJT") to advise the Debtors on their business operations, including with respect to tax and accounting matters, cash management, treasury operations, strategic alternatives, and restructuring matters including in connection with the these Chapter 11 Cases. In that role, my team and I have engaged extensively with the Debtors' management and key employees on a day-to-day basis.

## **II. OVERVIEW OF THE PLAN**

9. The Plan contemplates a going concern sale of Endo's business to newly-formed entities (the "Purchaser Entities"). The transaction will be effectuated through a combination of asset and equity transfers.<sup>3</sup> As part of the Plan distributions, I understand that 96.30% of the newly formed parent entity (subject to specified dilution mechanics) will be owned by the Debtors' first

---

<sup>3</sup> See Plan § 5.11(a).

lien creditors. The remaining equity (subject to different, specified dilution mechanics)<sup>4</sup> will be held by a portion of the Debtors' general unsecured creditors. I further understand that all of the Debtors' current employees will be offered employment with the Purchaser Entities on terms no less favorable than their current employment, and substantially all of the Debtors' contracts will be cured, assumed and assigned.<sup>5</sup>

10. The Plan reflects a number of interrelated settlements negotiated among the Debtors' key stakeholders (together, the "Plan Settlements"), which I understand were achieved during a series of Court-ordered mediation sessions with the Hon. Shelley C. Chapman (Ret.) during the Chapter 11 Cases. Those successful mediation efforts among the Debtors' key stakeholders culminated in the plan of reorganization that the Debtors now seek to confirm. I understand that most of the settlements contemplate the establishment of trusts and/or sub-trusts as a means for efficiently administering creditor claims and distributing recoveries to eligible stakeholders.

11. The Plan also reflects a global settlement reached with the United States of America (the "Government"). The Government filed numerous claims against certain of the Debtors related to certain tax disputes and the Government's civil, criminal and administrative investigations of the Debtors' historical opioid marketing and sales.

### **III. THE PLAN SATISFIES THE "BEST INTEREST" TEST PURSUANT TO BANKRUPTCY CODE SECTION 1129(a)(7)**

12. I am advised and understand that to satisfy the "best interests" test under section 1129(a)(7) of the Bankruptcy Code, a debtor must demonstrate that each holder of a claim or

---

<sup>4</sup> It is my understanding that pursuant to section 4.3(d)(1) of the Plan, the equity to be distributed to first lien creditors under the Plan will be subject to dilution by any issuances of Purchaser Equity under or pursuant to (1) the Rights Offerings or Backstop Commitments Agreements; and (2) the Management Incentive Plan. Pursuant to sections 1.1.125 and 1.1.242, the equity to be distributed to general unsecured creditors under the Plan will only be subject to dilution by any issuances under the Management Incentive Plan.

<sup>5</sup> *Id.* at §§ 5.18(b), 7.1.

interest in an impaired class either (a) has accepted or is deemed to have accepted the plan or (b) will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of such plan, that is not less than the amount such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

13. To demonstrate the Plan's compliance with section 1129(a)(7) of the Bankruptcy Code, the Debtors, with the assistance of A&M's professionals working under my direction and the Debtors' other professionals, prepared the Liquidation Analysis which was attached to the Disclosure Statement at Exhibit D. The Liquidation Analysis contains various estimates, assumptions and qualifications, all of which are incorporated herein by reference. The information used by the Debtors in the Liquidation Analysis is information that debtors typically rely upon in conducting analyses of this type. A true and correct copy of the Liquidation Analysis is attached hereto as **Exhibit A**.

14. In formulating the Liquidation Analysis, it was assumed that, upon conversion of the Debtors' chapter 11 cases to cases under chapter 7 on or around March 31, 2024 (the "Conversion Date"), a trustee (the "Trustee") would be appointed to convert all of the Debtors' and the Non-Debtors' assets to cash. The Trustee would satisfy claims through cash held by the Debtors as of the Conversion Date and proceeds resulting from the disposition of the assets and properties of the Debtors.

15. The Liquidation Analysis provides for an initial 90-day period post-conversion for the rapid, distressed sales of the Debtors' four major business units. The Liquidation Analysis further assumes an additional three to nine month period to fully wind-down the estates under the supervision of the Trustee to allow for the monetization of assets and assessment of Claims, which could take longer than three to nine months. It is also assumed that the Trustee has unrestricted

access to cash and proceeds from asset sales held by foreign Debtors, and the Trustee is able to repatriate proceeds.

16. The Liquidation Analysis assumes limited proceeds from potential Causes of Action that might be asserted by any Debtor's estate after taking into account the significant costs of such litigation that would be paid in full ahead of any recovery to general unsecured creditors.

17. To estimate what members of each Class of Claims and Interests under the Plan would receive if the Debtors were to liquidate under chapter 7, the Debtors' investment bankers at PJT, as well as A&M, assisted the Debtors in determining the net proceeds from the monetization of the Debtors' core business assets. As further described in the *Declaration of Mark Buschmann in Support of Confirmation of the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (the "Buschmann Declaration"), the range of values assumed in the Liquidation Analysis is based on the non-binding, indicative third-party bids received during the Debtors' post-petition 363 sale process. Those bid values were then discounted 33% to 50% to account for the accelerated and distressed nature of a Chapter 7 liquidation.

18. The Liquidation Analysis presents "Low" and "High" estimates of liquidation proceeds, thus representing a range of the Debtors' assumptions relating to the assets in the estates and recoverable by the Debtors. The net proceeds available for distribution in a hypothetical liquidation scenario reflects proceeds available to creditors after reductions for costs likely to be incurred in a chapter 7 case, including Chapter 7 Trustee Fees, Chapter 7 Commission Fees, Chapter 7 Trustee Professional Fees, and plan administration costs.

19. The Liquidation Analysis assumes that the net proceeds from the sale of assets in a hypothetical chapter 7 would be distributed following the absolute priority rule provided in section 1129(b)(2) and in accordance with section 726 of the Bankruptcy Code. Proceeds generated by the

Trustee with respect to assets encumbered by prepetition liens would first go to pay the costs of disposing of such assets, with the balance of the proceeds used to satisfy the Carve-Out Claims outlined in the Cash Collateral Order in full,<sup>6</sup> followed by distributions to satisfy the Secured Claims of the applicable lienholders. Assets not encumbered by prepetition liens are made available to satisfy Administrative Claims and Priority Claims.

20. Based on my experience, it is my belief that the methodology used to prepare the Liquidation Analysis and the assumptions and conclusions set forth therein are fair and reasonable under the circumstances and represent a reasonable exercise of the Debtors' business judgment with respect to such matters.

21. Estimated creditor recoveries under the Plan are based upon the methodology reflected in the Liquidation Analysis. As further described in the Buschmann Declaration, the low end Plan scenario range is based on the mid-point of the non-binding, third-party indications of interest received during the post-petition 363 sale process.<sup>7</sup> The high end of the Plan scenario range is based on the Stalking Horse Bid amount.<sup>8</sup>

22. Based on the foregoing, I believe that the overall values that may be realized by the holders of claims in hypothetical chapter 7 cases would not be greater than the value of the recoveries to these holders under the Plan under the "Low" or "High" scenarios, as illustrated by the Liquidation Analysis. In fact, as the Liquidation Analysis demonstrates, no prepetition creditors other than first lien creditors would receive any recoveries on account of their claims in

---

<sup>6</sup> See Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief [Dkt. No. 535] (the "Cash Collateral Order") ¶ 6.

<sup>7</sup> See Buschmann Declaration ¶ 8 ("Combining the highest Parts Bids received resulted in a range of implied cumulative gross WholeCo value for the Debtors' core business assets estimated to be approximately \$3.515 billion to approximately \$3.715 billion, with a midpoint of approximately \$3.615 billion.").

<sup>8</sup> The Debtors are not submitting the Stalking Horse Bid amount as representative of the Debtors' enterprise value.

a chapter 7 liquidation. Similarly, the first lien creditors are receiving greater recoveries under the Plan than would be expected in a chapter 7 liquidation. Therefore, I believe that the Plan complies with section 1129(a)(7) of the Bankruptcy Code.

**IV. THE PLAN COMPLIES WITH APPLICABLE CONFIRMATION REQUIREMENTS OF SECTION 1129 OF THE BANKRUPTCY CODE: SECTION 1129(a)(1).<sup>9</sup>**

23. I am advised and understand that in order to confirm the Plan, the Court must find that both the Plan and the Debtors are in compliance with the requirements of section 1129(a) of the Bankruptcy Code. Based on my involvement in the Chapter 11 Cases, the record developed during the Chapter 11 Cases, my understanding of the Plan proposed by the Debtors, and my understanding as informed by the Debtors and their advisors, I believe the Plan and the Debtors are in compliance with applicable requirements of Section 1129 of the Bankruptcy Code, as set forth below.

**A. The Plan Satisfies the Classification Requirements of Section 1122**

24. It is my understanding that the Plan's classification scheme satisfies the requirements of section 1122. Under the Plan, Claims and Interests are classified into 16 classes, including 14 separate sub-classes.<sup>10</sup> I am informed by the Debtors' advisors and understand that the Claims or Interests in each particular class are substantially similar to the other Claims or Interests in such class. Other Claims and Interests were separately classified based on legitimate justifications such as the unequal priorities, rights and attributes of the respective claimants and to

---

<sup>9</sup> Certain of the plan confirmation requirements under section 1129 of the Bankruptcy Code are not addressed in this Declaration, but may be addressed in other declarations in support of confirmation of the Plan.

<sup>10</sup> See Plan § 3.3.

facilitate the provision of different negotiated treatments (*i.e.*, equity, cash and other forms of consideration) to specified stakeholders as agreed to in connection with the Plan Settlements.<sup>11</sup>

25. I believe that the Plan's classification of similar litigation claims into separate classes is reasonable. I understand that classification framework is the result of the Mediation which led to the Plan Settlements.<sup>12</sup> I am informed by the Debtors' advisors and understand that this approach is consistent with numerous mass tort and other large-scale chapter 11 plans involving multi-trust distribution frameworks.<sup>13</sup> Accordingly, I believe the Plan satisfies section 1122 of the Bankruptcy Code.

**B. The Plan Satisfies the Requirements of Section 1123(b) of the Bankruptcy Code Regarding the Plan's Discretionary Provisions With Respect to the Assumption and Assignment of Executory Contracts and Unexpired Leases**

26. Article VII of the Plan pertains to the assumption and rejection of the Debtors' Executory Contracts and Unexpired Leases. Section 7.1 of the Plan provides that, except as otherwise provided under the Plan, in the PSA, or any document entered into in connection with the Plan, each Executory Contract and Unexpired Lease of the Debtors shall be deemed assumed or assumed and assigned (subject to certain exceptions, including those contracts that (i) were previously assumed or rejected by the Debtors pursuant to a final order of the Court; (ii) had previously expired or terminated pursuant their its own terms or by agreement of the parties thereto;

---

<sup>11</sup> See Plan § 5.2.

<sup>12</sup> See Disclosure Statement Art. V. M.

<sup>13</sup> See Confirmed Fourth Am. Plan of Reorganization, *In re Mallinckrodt plc.*, No. 30-12522 (Bank. D. Del. June 21, 2022), Dkt. No. 7670 (classifying separately unsecured creditors whose recoveries were to come from different trusts); Confirmed Plan of Reorganization, *In re PG&E Corp.*, No. 19-30088 (Bankr. N.D. Cal. Mar. 17, 2020), Dkt. No. 6340 (same); Confirmed Second Am. Plan of Reorganization, *In re Insys Therapeutics, Inc.*, No. 19-11292 (Bankr. D. Del. Jan. 16, 2020), Dkt. No. 1115 (same); Confirmed Fifth Am. Plan of Reorganization, *In re TK Holdings Inc.*, No. 17-11375 (Bankr. D. Del. Feb. 21, 2018), Dkt. No. 2120 (same); Confirmed Second Am. Plan of Reorganization, *In re Motors Liquidation Co.*, No. 09-50026 (Bankr. S.D.N.Y. Mar. 29, 2011), Dkt. No. 9941 (same).

(iii) are the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; or (iv) are identified for rejection on the Rejection Schedule).

27. The Debtors have worked with their advisors, including A&M, to conduct a thorough review of their contracts and leases in order to determine which contracts should be assumed pursuant to Section 7.1 of the Plan. As a result of that analysis, I believe it is within the Debtors' reasonable business judgment to effectuate the automatic assumption provisions with respect to Executory Contracts and Unexpired Leases, and to select and reject only those contracts and leases that will not be of value to the Purchaser Entities.

28. I am aware that the Debtors served the Cure Notice<sup>14</sup> listing the amount the Debtors propose as the cure amount for each Executory Contract and Unexpired Lease to be assumed or assumed and assigned. Based on my own work and the work of my team at my direction, and as further set forth in the *Declaration of Mark Bradley in Support of Confirmation of the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*, including with respect to the Financial Projections attached as Exhibit E to the Disclosure Statement, I believe that the Debtors and the Purchaser Entities (as the post-emergence owner of the Debtors' principal business segments) have sufficient assets and liquidity to make all required payments with respect to any Executory Contracts and Unexpired Leases assumed pursuant to Section 7.1 of the Plan, including upon the Effective Date and on a go-forward basis.

---

<sup>14</sup> See Plan § 1.1.81.

**V. THE PLAN COMPLIES WITH OTHER APPLICABLE CONFIRMATION REQUIREMENTS OF SECTION 1129 OF THE BANKRUPTCY CODE**

**A. The Plan Satisfies Section 1129(a)(3).**

29. I have been informed by the Debtors' advisors and understand that, pursuant to Section 1129(a)(3) of the Bankruptcy Code, the Plan must be proposed in good faith. As detailed herein and in the Disclosure Statement, the Plan (including the Plan Settlements incorporated therein) is the product of tireless arm's-length negotiations and a nearly year-long court-supervised mediation process involving all of the Debtors' key stakeholders.

30. I believe that the Plan Settlements that are embodied in the Plan and the resulting support that has been garnered to date from every key player in the cases are a testament to the overall fairness of the Plan and reflect that the Plan has been proposed in good faith and for proper purposes. These settlements would not have materialized without extensive negotiations conducted in good faith and at arm's length, often under the purview of the Mediation, and they reflect the considerable effort the Debtors expended over the course of these Chapter 11 Cases to maximize recoveries for the Debtors' diverse group of creditors, including opioid and other personal injury claimants. Accordingly, I believe that the Plan is proposed by the Debtors in good faith.

**B. The Plan Satisfies Section 1129(a)(11).**

31. I have been advised that under section 1129(a)(11) of the Bankruptcy Code, a Chapter 11 plan may be confirmed only if it is feasible, *i.e.*, confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors, or any successor to the Debtors, unless such liquidation or reorganization is contemplated in the Plan. I am informed by the Debtors' advisors and understand that, in support of plan feasibility, the Debtors are proffering Financial Projections in connection with the confirmation process, as

further set forth and provided in the *Declaration of Mark Bradley in Support of Confirmation of the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (the “Bradley Declaration”).

32. A&M assisted the Debtors’ management team with preparing a sources and uses analysis as part of the Financial Projections, which presents the estimated sources and uses of funds for the consummation of the restructuring transactions contemplated in the Plan (the “Restructuring Transactions”). As illustrated by the sources and uses analysis included in the Financial Projections, the Debtors project that they and the Purchaser Entities will have sufficient funds to satisfy all anticipated trust and settlement payments, estimated professional and other fees, plan administration costs, and other amounts due and payable on or about the Effective Date. While the amounts used in the sources and uses analysis are subject to adjustment and may differ at the time of the consummation of the Restructuring Transactions depending on several factors, including, among other things, differences in estimated transaction fees and expenses, I believe the amounts used therein are reasonable estimates.

33. I further understand that the Purchaser Entities will emerge from chapter 11 with a substantially deleveraged balance sheet and approximately \$200 million of cash. The Financial Projections forecast a sufficient level of cash flow for the go-forward business to satisfy all of the Purchaser Entities’ future obligations during the Projection Period, including funding operational expenses and capital expenditures and servicing approximately \$2.5 billion of debt obligations.

34. Based on my financial restructuring experience and my knowledge of the Debtors’ operations and business affairs, I believe that the assumptions identified and set forth in the Financial Projections, as further described in the Bradley Declaration, are sound and reasonable under the circumstances of these Chapter 11 Cases and with respect to these Debtors.

**VI. THE PLAN SATISFIES THE “CRAMDOWN” REQUIREMENTS FOR THE DEEMED REJECTING CLASSES UNDER SECTION 1129(b) OF THE BANKRUPTCY CODE**

35. I am informed by Debtors’ counsel and am aware that Section 1129(b) of the Bankruptcy Code permits confirmation of a plan, in spite of the rejection of the plan by an impaired class, if, among other things, the plan does not “discriminate unfairly” and is “fair and equitable” with respect to the non-accepting impaired classes.

36. I understand that, while every class entitled to vote on the Plan has voted to accept the Plan, Class 15 (Subordinated, Recharacterized, or Disallowed Claims) and Class 16 (Existing Equity Interests), and, to the extent that they are not reinstated and do not otherwise receive any distributions under the Plan, Class 13 (Intercompany Claims) and Class 14 (Intercompany Interests) (collectively, as applicable, the “Deemed Rejecting Classes”) are deemed to reject the Plan because there is insufficient value to provide them with a recovery. However, I believe that the Plan (i) does not discriminate unfairly and (ii) is fair and equitable with respect to the Deemed Rejecting Classes. There is no unfair discrimination against the Deemed Rejecting Classes because there are no other similarly situated Classes to the Deemed Rejecting Classes, given each Class’s distinct legal nature and/or priority of the underlying obligations of claimants in those Classes. In addition, the Plan provides the Deemed Rejecting Classes with fair and equitable treatment, as there are no Holders of Claims or Interests junior to the Deemed Rejecting Classes who are receiving or retaining any property under the Plan.

***[Remainder of Page Intentionally Left Blank]***

I declare under penalty of perjury that the foregoing is true and correct, to the best of my ability.

Dated: March 7, 2024  
New York, New York

By: /s/ Ray Dombrowski  
Ray Dombrowski

**EXHIBIT A**

**Liquidation Analysis**

## LIQUIDATION ANALYSIS

### INTRODUCTION

Under the “best interests” of creditors test (“Best Interests Test”) set forth in section 1129(a)(7) of the Bankruptcy Code, the Bankruptcy Court may not confirm a plan of reorganization unless the plan provides each holder of a Claim or Interest who does not otherwise vote in favor of the plan with property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code. See 11 U.S.C. § 1129(a)(7). Accordingly, to demonstrate that the Debtors’ Plan satisfies the Best Interests Test, the Debtors have prepared this hypothetical liquidation analysis (“Liquidation Analysis”) presenting recoveries that may be obtained by Holders of Claims and Interests upon a disposition of assets in a hypothetical chapter 7 liquidation as an alternative to recoveries provided under the Plan.

The Liquidation Analysis presents information based on, among other information, the Debtors’ books and records and good-faith estimates regarding asset recoveries and Claims resulting from a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The determination of the proceeds from the hypothetical liquidation of assets involves the use of estimates and assumptions. Although the Debtors consider the estimates and assumptions underlying the Liquidation Analysis to be reasonable under the circumstances, such estimates and assumptions are subject to business, economic, competitive, political, and regulatory uncertainties and contingencies beyond the Debtors’ control. Accordingly, the forecasted results set forth by the Liquidation Analysis may not be realized if the Debtors were liquidated. Actual results in such a case could vary from those presented herein, which could result in distributions (if any) to members of applicable Classes of Claims that differ from those set forth in this Liquidation Analysis.

The Liquidation Analysis indicates an estimated range of recovery values which may be realized by the Classes of Claims upon disposition of the Debtors’ assets and their non-Debtor affiliates (“Non-Debtors”) pursuant to a liquidation if the Debtors’ current Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code, as an alternative to the Debtors’ proposed Plan. As illustrated by the Liquidation Analysis, no holder of a Claim or Interest would receive or retain property under the Plan of a value that is less than such holder would receive in a chapter 7 liquidation scenario as illustrated by the Liquidation Analysis. Therefore, the Debtors believe that the Plan satisfies the Best Interests Test as set forth in section 1129(a)(7) of the Bankruptcy Code.

The Debtors, with the assistance of their legal and financial advisors, have prepared this Liquidation Analysis in connection with the Debtors’ Plan and Disclosure Statement pursuant to chapter 11 of the Bankruptcy Code. The Liquidation Analysis has been prepared assuming that the Debtors’ chapter 7 liquidation would commence on or around March 31, 2024 (the “Conversion Date”) and a chapter 7 trustee (the “Trustee”) would be appointed to convert all of the Debtors’ and Non-Debtors’ assets into cash. Unless stated otherwise, the Liquidation Analysis is based on net book values as of June 30, 2023, which is assumed to be representative of the Debtors’ and Non-Debtors’ assets as of the Conversion Date.

**The Liquidation Analysis is a hypothetical exercise that has been prepared for the sole purpose of presenting a reasonable good-faith estimate of the proceeds that would be realized if the Debtors were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended and should not be used for any other purpose. The Liquidation Analysis does not purport to be a valuation of the Debtors’ assets in the context of a holistic reorganization, and there may be a difference between the Liquidation Analysis and the values that may be realized, the going concern value, or Claims generated in an actual liquidation. The Liquidation Analysis should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety as well as the notes and assumptions set forth below.**

Nothing contained in the Liquidation Analysis is intended to be, or constitutes, a concession, admission, waiver, or allowance of or related to any Claim by the Debtors. The actual amount or priority of Allowed Claims in the Chapter 11 Cases could differ from the estimated amounts set forth and used in the Liquidation Analysis. The Debtors reserve all rights to supplement, modify, or amend the analysis set forth herein.

Nothing contained in this Liquidation Analysis is intended to be, or constitutes, a concession, admission, waiver, or endorsement by the Ad Hoc First Lien Group with respect to the likely recoveries for holders of Allowed First Lien Claims in a liquidation of the Debtors. The realizable value and the application of recoveries through a debtor-by-debtor waterfall could materially differ from the estimated amounts set forth and used in the Liquidation Analysis. The Ad Hoc First Lien Group reserves all of its rights, including its right to contest the statements and calculations set forth in the Liquidation Analysis, in the event the Plan is not consummated.

Nothing contained in this Liquidation Analysis is intended to be, or constitutes, a concession, admission, waiver, or endorsement by the Committees with respect to the likely recoveries for any general unsecured creditors in a liquidation of the Debtors. The realizable value, the resolution of the myriad litigation (including the litigation contemplated by the Joint Standing Motion and litigation with respect to intercompany claims) and the application of recoveries through a debtor-by-debtor waterfall could materially differ from the estimated amounts set forth and used in the Liquidation Analysis. The Committees reserve all rights to contest the statements and calculations set forth in the Liquidation Analysis in the event the Plan is not consummated.

**NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTORS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES OR PROJECTED RESULTS SET FORTH HEREIN. THE ACTUAL LIQUIDATION VALUE OF THE DEBTORS IS SPECULATIVE AND RESULTS COULD VARY MATERIALLY FROM ESTIMATES PROVIDED HEREIN.**

#### **METHODOLOGY AND RELATED KEY ASSUMPTIONS**

This Liquidation Analysis assumes that proceeds available to creditors would be distributed in accordance with sections 726 and 1129(b) of the Bankruptcy Code. Proceeds available for distribution that would be available for satisfaction of Claims would consist of the proceeds resulting from the disposition of the assets and properties of the Debtors in addition to cash held by the Debtors, as of the Conversion Date. The Debtors operate a highly complex and regulated business that includes various foreign operations. Debtors organized under foreign laws and Non-Debtor foreign affiliates are all assumed to be liquidated in a similar order of priority for distribution of value as described herein, although differing priorities may govern under applicable foreign law. Value from Non-Debtor affiliates may be available to the Debtors through the equity ownership of these entities as well as through collection of intercompany receivables to the extent available, as demonstrated under a high case scenario. The Debtors prepared this Liquidation Analysis and reviewed recoveries on a Debtor-by-Debtor basis.

This Liquidation Analysis assumes: (i) rapid, distressed sales of the Debtors' Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals, and International Pharmaceuticals assets within 90 days post-conversion with certain operations being sold as operating business units; (ii) Non-Debtor affiliates will wind-down and liquidate in conjunction with the Debtors' liquidation; (iii) during the liquidation sales period, the Trustee will attempt to maintain operations related to the Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals, and International Pharmaceuticals segments in an effort to maximize recoveries; (iv) an additional three (3) to nine (9) months to wind-down the estates under the supervision of the Trustee to allow for monetization of assets and assessment of Claims which could take longer; (v) the continuation and cooperation of any accounting, treasury, tax, information technology support, and other corporate services necessary to wind-down the estates; and (vi) the Trustee has unrestricted access to cash and proceeds from asset sales held by foreign Debtors, and the Trustee is able to repatriate proceeds. If there are foreign proceedings across non-U.S. jurisdictions and the Trustee is unable to access cash and sale proceeds generated at foreign entities, recoveries to creditors will be negatively impacted.

The Debtors face various litigation Claims, including Opioid-related, mesh-related, generics pricing, and other antitrust Claims. Various litigation creditors have asserted Claims against the Debtors in amounts totalling billions of dollars and such Claims are alleged to be at several or all Debtors in many instances. Allowed unliquidated or contingent Claims could meaningfully reduce recoveries to Holders of other General Unsecured Claims at the respective Debtors where these Claims are asserted. Under chapter 7, the Claims asserted by the United States government, including the IRS Priority Tax Claims and Opioid-related Claims, or any portion of such Claims, would need to be resolved through litigation and the Trustee would need to engage litigation counsel to defend and liquidate those Claims. As such, litigation in a chapter 7 liquidation is likely to be meaningfully more costly and time-consuming than resolving all such Claims through the Resolutions incorporated in the Plan and the Trusts established

under the Plan. Litigation with respect to these Claims could extend beyond the contemplated wind-down period and could result in significant costs that would further dilute recoveries in a chapter 7 liquidation. All such litigation expenses would be paid in full ahead of any recovery to general unsecured creditors in a chapter 7 liquidation.

Upon conversion to a chapter 7 liquidation, the Resolutions reached with various key stakeholders are assumed to be null and void, and the RSA terminated.

Proceeds from potential preference, fraudulent conveyance, or other Causes of Action, if any, may be available for distribution to holders of claims in accordance with the Bankruptcy Code's priority scheme. However, litigation with respect to these Causes of Action would likely be extremely contentious, involve numerous parties and issues, and could extend for many years beyond the contemplated wind-down period. This would result in significant costs that would be paid in full ahead of any recovery to general unsecured creditors in a chapter 7 liquidation. Accordingly, the Liquidation Analysis reflects limited proceeds from potential Causes of Action that might be asserted by any Debtor's estate.

Upon conversion to chapter 7, a Trustee would be appointed to manage the Debtors' affairs, conduct a sale of the Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals, and International Pharmaceuticals segments and wind-down the Debtors' operations. Given the specialized nature of the Debtors' business that operates in a highly regulated environment, the Trustee would continue to rely upon existing management as well as specialized professionals to conduct the sale of the assets. Current employees and professionals will also need to be retained to assist with the wind-down of the estates. The Debtors conduct their manufacturing and distribution of pharmaceuticals drugs not only in the U.S., but also have significant operations and assets in various foreign jurisdictions. The Liquidation Analysis assumes the liquidation process is administered under the Bankruptcy Court in the U.S.; however, foreign jurisdictions may require separate foreign proceedings which could delay the liquidation process and reduce potential recoveries to creditors.

In order to maximize value from the liquidation of assets, the Debtors assume the Trustee will continue ordinary course operations of manufacturing and distributing product for certain of the Debtors' products. The Trustee will rely on continuing arrangements with Non-Debtor affiliates that manage certain manufacturing capabilities and administer key personnel.

The sale of the Debtors' business operations includes the intellectual property or product know-how, a normalized working capital, and the Debtor-owned manufacturing facilities used to manufacture products (the "Liquidated Operations"). For the remaining assets, which include Non-Debtor manufacturing facilities, a range of liquidation values has been estimated assuming distressed sales. Furthermore, the Debtors reviewed their product pipeline and included no recoverable value for certain developmental products. The Liquidation Analysis assumes that existing commercial arrangements are maintained as well as all regulatory authorizations, acknowledging the inherent challenges. If the commercial relationships are not maintained or regulatory authorizations are impeded, recoveries to creditors will be negatively impacted. The estimated net sales proceeds realized take into consideration, among other factors, the distressed nature of such a sales process, the likely negative press coverage and market reaction associated with conversion to chapter 7 liquidation, the difficulty of transferring marketing authorization or assigning contract manufacturing arrangements, and the Trustee's limited ability to provide adequate representations, warranties, and indemnities to a buyer.

Furthermore, the Debtors believe there are additional factors that could negatively impact proceeds realized and recoveries to creditors as set forth in the Liquidation Analysis, which include, but are not limited to (a) turnover of key personnel; (b) challenging economic conditions; (c) delays in the liquidation process; (d) withdrawal of marketing authorizations by regulatory bodies due to the chapter 7 proceedings; (e) termination of manufacturing contracts limiting the Debtors' ability to maintain continuity of supply; (f) termination of distribution arrangements or loss of customers; (g) negative impact from the termination of the Resolutions with various key stakeholders; (h) complications related to assets and business operations held in foreign jurisdictions; and (i) possible negative impacts from litigation related to opioid products. These factors may limit the amount of the liquidation proceeds available to the Trustee to satisfy Allowed Claims under this hypothetical liquidation as well as delay the Trustee's ability to distribute funds to the respective creditors in an orderly and timely manner.

For the avoidance of doubt and as stated above, the Liquidation Analysis does not include estimated proceeds from insurance or indemnity recoveries.

### **PROCEEDS FROM LIQUIDATED OPERATIONS**

1. **Proceeds from Core Business Assets (Liquidated Operations)** include proceeds from the distressed sales of the Liquidated Operations. These sales include the applicable intellectual property, owned manufacturing facilities, machinery & equipment, as well as a normalized working capital. These individual assets are held by different entities and the estimated value realized is allocated to the respective Debtors or Non-Debtors. Proceeds from Liquidated Operations include proceeds from Non-Debtor operations, which are assumed to be liquidated with some residual proceeds in a high case scenario, while they do not include proceeds from Non-Debtor operations in a low case scenario. Debtors assume that the vast majority of assets are assumed by potential buyers through the sale of Liquidated Operations. Range of values assumed in the Liquidation Analysis is based on the non-binding, indicative third-party part bids received during 363 sale process conducted during the Chapter 11 Cases, with a discount of 33% to 50% applied due to the accelerated and distressed nature of a Chapter 7 liquidation.

### **ASSET RECOVERIES**

2. **Cash & Cash Equivalents** includes cash held in the Debtors and Non-Debtors' domestic and foreign bank accounts, cash equivalents, and money market accounts. The Debtors' cash is estimated as of the Conversion Date.<sup>1</sup> Estimated recovery of cash and cash equivalents is 100%.

3. **Accounts Receivable, net of reserves** includes all third-party trade accounts receivable, net of chargebacks, rebates, allowances and bad debt reserves. The liquidation of accounts receivable assumes that the Trustee will retain certain personnel from the Debtors and foreign Non-Debtors to oversee collection of outstanding trade accounts receivable. Recoveries are estimated for certain accounts receivables not included in the proceeds from Liquidated Operations. The estimated recoveries used in this Liquidation Analysis take into consideration the inevitable difficulty of collections during a liquidation process, and related concessions that might be required to facilitate the collection of certain receivables. The estimated recovery range for accounts receivable is 45% to 85% of net book value. Collections of trade receivables during a liquidation could be significantly compromised as customers attempt to set off outstanding amounts owed to the Debtors and Non-Debtors against alleged damage, breach of contract, and other Claims, which could reduce recoveries.

4. **Prepaid Expenses** consist of various expenses such as prepaid rent, prepaid maintenance and prepaid insurance. The Debtors estimate that there would be no recoverable value related to prepaid expenses because any prepayment would likely be depleted.

5. **Other Current Assets** includes VAT/sales tax receivables, insurance receivables, deposits, operating leases ROU assets and other receivables. Restricted cash, also included, are controlled by third-parties and include, among others, the Professional Fee Reserve, qualified settlement funds related to mesh Claims, and insurance accounts. These funds may not be considered property of the Debtors' estates and may otherwise be difficult to recoup and recoverable value is estimated to be 0% of book value, except for recovery of certain of the qualified settlement funds to the extent approved by the Bankruptcy Court pursuant to the *Motion of the Debtors for an Order (I) Confirming that (A) the Automatic Stay Does Not Apply to Payments to Certain Claimants Under Certain Qualified Settlement Funds and (B) the Debtors are Authorized to Request the Return of Funds Subject to Reversionary Interests to Their Estates, and (II) Granting Related Relief* [Docket No. 2351]. The estimated range of recovery for all Other Current Assets, including Current Restricted Cash, is 6% to 7%. Recoveries are estimated for certain Other Current Assets not included in the proceeds from Liquidated Operations.

6. **Property, Plant, and Equipment, net** includes the Debtors' land, building & building improvements, manufacturing machinery & equipment, furniture & fixtures, leasehold improvements, and capitalized

---

<sup>1</sup> Cash at Conversion Date is assumed to be in line with cash as of March 31, 2024 as per the financial projections reflected in the Financial Projections in **Exhibit E**.

software. The owned manufacturing machinery & equipment, land, and buildings related to the Liquidated Operations are included in the Proceeds from Liquidated Operations. Given the difficulty and cost of liquidating the remaining property, plant and equipment assets in a compressed timeframe, the Debtors assume the blended recovery range of 19% to 29%.

7. **Other Non-Current Assets** includes long-term deposits, investments, insurances, restricted cash, and other non-current assets. The Debtors assume that the restricted cash relating to a reserve held for the benefit of a contract counterparty would be fully recoverable in a high case scenario only for purposes of the Liquidation Analysis. The estimated range of recovery for all Other Non-Current Assets, including Non-Current Restricted Cash, is 0% to 96%. Recoveries are estimated for certain Other Non-Current Assets not included in the proceeds from Liquidated Operations.

8. **Intercompany Receivables** include intercompany transactions both between Debtors and with Non-Debtor affiliates. Intercompany transactions relate to trade activities from the sale and purchase of goods and services amongst entities, payment for management and corporate services, cash pooling arrangements and intercompany loans. Intercompany transactions are governed by distribution and supply agreements (primarily for cross-border activities), service agreements, cash management agreements, and intercompany loan documents. Transfer pricing used for product transfers and services comply with the Debtors' debt document requirements. Any transfer pricing used is monitored and documented regularly. In a low case scenario, Debtors assume no recovery on intercompany receivables, either debt or trade related. In a high case scenario, the Debtors assume only intercompany debt transactions are settled only as between Debtors and Non-Debtors.

9. **Investment in Subsidiary** includes any potential value available for distribution to parent entities after satisfying all creditors at the respective legal entity. Any potential distribution to multiple parent entities is based on the equity percentage ownership. Debtors assume no recovery on investment in subsidiaries.

10. **Net Operating Cash Flow – Conversion Through Sale** includes the net operating cash flows generated during the 90-day liquidation sales period. Upon conversion to chapter 7, the Trustee maintains ordinary course operations for 90 days in order to maximize potential recoveries to creditors. During the 90 days after the Conversion Date, the Debtors are estimated to generate no positive free cash flow after assuming loss of sales, minimal vendor payment terms given the risks of continuing to do business with a company in a liquidation, as well as payment of adequate protection in accordance with Debtors' Cash Collateral Order.<sup>2</sup>

11. **Avoidance Actions** recoveries are given no value in the Liquidation analysis given the uncertainties around such recoveries or any potential preference, fraudulent transfer, or other litigation action.

## **CHAPTER 7 LIQUIDATION COSTS**

The conversion of these Chapter 11 Cases to chapter 7 under the Bankruptcy Code will result in additional costs to the Debtors, including compensation of the Trustee, as well as retained counsel and other professionals, to oversee the wind-down of the Debtors' and Non-Debtors' estates in both domestic and foreign jurisdictions. The chapter 7 costs include the following:

12. **Chapter 7 Trustee Fees** include fees associated with the appointment of the Trustee in accordance with section 326 of the Bankruptcy Code. Chapter 7 Trustee Fees are assumed to be 3.0%, in accordance to Section 326 of the Bankruptcy Code which provides for statutory Trustee fees of 3.0% for liquidation proceeds in excess of \$1,000,000, excluding recoveries related to cash on hand. Chapter 7 Trustee Fees are allocated to the Debtor entities based on their pro-rata share of "Gross Proceeds Available for Distribution."

---

<sup>2</sup> The Debtors assume for purposes of this Liquidation Analysis that the Prepetition First Lien Secured Parties do not exercise their rights to terminate the Cash Collateral Order and that the Cash Collateral Order survives conversion pursuant to paragraph 14 of the Cash Collateral Order.

13. **Chapter 7 Commission Fees** include fees associated with the appointment of potential intermediary agents to support the sale of assets and Liquidated Operations. Chapter 7 Commission Fees are assumed to be 1.5%.

14. **Chapter 7 Trustee Professional Fees** include the cost of financial advisors, attorneys, and other professionals retained by the Trustee in connection with the wind-down of the Debtors' domestic and foreign operations. The fees represent tax, legal, accounting, claims reconciliation, regulatory and other related services to support the Trustee in this complex, expansive liquidation. The Debtors estimate the chapter 7 Trustee professionals will be retained up to a 12-month period to not only manage the liquidation of the Debtors' assets but also wind-down the corporate estates both in the U.S. and in foreign jurisdictions, including Ireland, England & Wales, Cyprus, Bermuda, Luxembourg, India, and Canada. The fees are estimated to cover the monetization of the various assets as well as up to an additional nine (9) months to wind-down the U.S. and foreign operations with fees scaling down during the period. The Debtors estimate Chapter 7 Trustee Professional Fees are estimated to be approximately \$27 million to \$54 million, excluding commission and transaction fees incurred as part of liquidating the Debtors' assets.

Absent resolutions with the Ad Hoc First Lien Group, DOJ, the public and private opioid plaintiffs, and other unsecured creditors, litigation amongst the creditor constituents could take many years and lead to a significant cost to the estates. The Liquidation Analysis assumes litigation could take up to three years or longer. The Trustee will need to retain professionals to assist with litigation related to issues that may include the validity of liens, claims allowance, estimation, and allocation of recoveries, and to the extent such litigation implicates any of the Debtors' secured creditors, the estate may also be required to bear such parties' legal expenses. Such litigation will likely delay the Trustee's ability to distribute proceeds to creditors. The chapter 7 litigation professional fee costs are estimated to be approximately \$125 million to \$150 million. Litigation-related fees could be materially higher and further reduce recoveries to creditors. Total Chapter 7 Trustee Professional Fees are allocated to the Debtor entities based on their pro-rata share of "Gross Proceeds Available for Distribution."

15. **Plan Administration Estimate** includes retention costs and expenses associated with the wind-down of the Debtors' remaining estates, including the Non-Debtors affiliates, after completing the sale of the Debtors' assets. Costs include additional retention compensation necessary to preserve the sales organization, supply chain, manufacturing, regulatory, clinical services and other functions during the liquidation sales process. The Debtors assume all sales, marketing, clinical services, manufacturing, supply chain, and other operating costs will essentially cease upon the completion of the asset sales. However, given the complex nature of the Debtors' business operations across various domestic and foreign jurisdictions, additional costs will be incurred to wind-down the corporate affairs, including legal, tax, accounting, claims reconciliation, compliance, and other necessary functions. The Trustee will retain a number of corporate employees to assist with facilitating the liquidation of the Debtors' assets, providing historical knowledge and insight to the Trustee regarding the Debtors' complex business and the Chapter 11 Cases, and concluding the administrative wind-down of the organization in the various foreign jurisdictions where the Debtors have domiciled entities.

The estimated wind-down costs are based on a reduction to the current monthly run-rate operating expenses by department with further reductions throughout the wind-down period to complete the necessary wind-down activities. Wind-down costs for the nine (9) month period after the initial asset sale period are estimated to be approximately \$140 million to \$175 million, including employee retention costs, federal U.S., Canadian, and state and local taxes. In addition, the estimated wind-down costs include and assume incremental retention programs are initiated to retain necessary key employees with institutional knowledge to assist the Trustee in facilitating an efficient wind-down process.

### **DISTRIBUTION OF PROCEEDS**

The Liquidation Analysis assumes that net proceeds from the sale of the assets will be distributed following the absolute priority rule provided in section 1129(b)(2) and in accordance with section 726 of the Bankruptcy Code, and no distributions will be made to holders of equity Interests until all creditors are satisfied in full.

---

**SECURED CLAIMS**

The recoveries related to Secured Claims can be found in the table below:

Summary of Recoveries to Secured Claims  
(*\$ in 000s*)

	Estimated Allowed Claims		Estimated Recovery			
	Lower	Higher	Lower		Higher	
<b>Secured Carve Out Claims</b>						
Carve Out Claims	\$ 68	\$ 55	\$ 68	100%	\$ 55	100%
<b>Secured Debt Claims</b>						
First Lien Revolving Credit Facility Claims	\$ 278	\$ 278	\$ 84	30%	\$ 125	45%
First Lien Term Loan Facility Claims	\$ 1,985	\$ 1,985	\$ 601	30%	\$ 893	45%
First Lien Senior Secure Notes Claims	\$ 3,703	\$ 3,703	\$ 1,122	30%	\$ 1,666	45%
Letters of Credit	\$ 2	\$ 2	\$ 1	30%	\$ 1	45%
	<b>\$ 6,036</b>	<b>\$ 6,024</b>	<b>\$ 1,876</b>		<b>\$ 2,740</b>	

16. **Carve Out** includes certain unpaid holdback and accrued professional fees and costs entitled to priority above Secured Claims as outlined in the Cash Collateral Order. The Cash Collateral Order provides for a “Carve Out” (as defined therein) that is senior to all liens and Claims (including any Adequate Protection Superpriority Claims (as defined in the Cash Collateral Order)) held by the Prepetition First Lien Secured Parties. For purposes of the Liquidation Analysis, the Debtors assumed that the “Carve Out Trigger Notice” (as defined in the Cash Collateral Order) is delivered on the Conversion Date, requiring the Debtors to fund a reserve from the Debtors’ cash on hand in the amount equal to the then unpaid amounts of Allowed Professional Fees (as defined in the Cash Collateral Order) plus reasonably estimated fees and expenses not yet allowed for the period through and including the Conversion Date. The Carve Out costs are estimated to be approximately \$55 million to \$68 million. This total includes accrued but unpaid fees and expenses incurred by the chapter 11 retained Professionals, in addition to fees payable to the U.S. Trustee. Carve Out Claims are assumed to be paid from encumbered asset proceeds; however, such payments can be made out of unencumbered asset proceeds which would reduce recoveries to unsecured creditors.

17. **Class 2 – Other Secured Claims** include estimated Claims of \$0.7 million of Secured Claims against the Debtors that are not First Lien Claims relating to the Debtors’ surety bonds.

18. **Class 3 - First Lien Claims** include estimated Claims of \$278 million for the First Lien Revolving Credit Facility Claims, \$1,985 million for the First Lien Term Loan Facility Claims, \$3,703 million for the First Lien Senior Secured Notes Claims, and \$2 million for the Letters of Credit. First Lien Claims amounts include accrued interest using the pre-petition interest rate. The First Lien Revolving Credit Facility Claims and First Lien Term Loan Claims are allocated amongst the obligor and issuer entities pro rata based on the respective obligor entities’ “Net Estimated Proceeds Available for Distribution”. Secured contribution claims are asserted on a joint and several liability basis at obligor and issuer entities as specified in the Credit Agreement.

**ADMINISTRATIVE AND PRIORITY CLAIMS**

19. **Administrative Expense and Priority Claims**<sup>3</sup> include Administrative Expense Claims, Non-IRS Priority Tax Claims, IRS Priority Tax Claims, state and local Priority Tax Claims, and Priority Non-Tax Claims, asserted at certain Debtors based on the Debtors’ books and records. With respect to the IRS Priority Tax Claims, the Liquidation Analysis assumes that the DOJ Resolution is null and void, and that the full amount asserted by the IRS would need to be litigated, to the extent there is value available to be distributed for such amount. The Debtors assume that there will be no employment-related Claims (including under the “WARN Act”) as of the Conversion Date, and, following the Conversion Date, that potential buyers will assume related employee obligations as part of any sale. Administrative Expense Claims include certain estimated expenses that are not expected to be assumed by the potential buyers as part of the normalized working capital of the Liquidated Operations. To the extent any such Claims arise,

<sup>3</sup> Classification of the Claims asserted by the IRS is illustrative, and the Debtors are not conceding that such Claims are entitled to priority even if the analysis herein may present them as such.

recoveries to General Unsecured Claims at certain Debtor entities would be reduced. The Liquidation Analysis also assumes that there are no Priority Non-Tax Claims.

### **UNSECURED CLAIMS**

Unsecured Claims consist of all unsecured, non-priority Claims arising prior to the Petition Date. Estimates of such Claims are based on the Debtors' books and records and a preliminary review of the Proofs of Claim filed against the Debtors in these Chapter 11 Cases. The Liquidation Analysis includes known estimated contract rejection damage Claims. To the extent additional contract rejection damage Claims exist, the recovery to unsecured creditors at the respective Debtors where these Claims arise could be less.

Below are the various categories of Claims, described according to their Classes under the Plan, that would all be *pari passu* in chapter 7. The Liquidation Analysis reflects only liquidated Claims at the respective Debtors, as amounts associated with unliquidated claims, such as litigation Claims, are unknown. As previously described, the Debtors face various litigations Claims including Opioid-related, generics pricing, mesh-related, and antitrust Claims. Various litigation creditors have asserted Claims against the Debtors in amounts totalling billions of dollars, and such Claims are alleged to be at several or all Debtors, in many instances. In the event there are any recoveries for unsecured Claims, Allowed unliquidated or contingent Claims could meaningfully reduce recoveries to other unsecured creditors at the respective Debtors where these Claims are asserted.

20. **Class 4(A) – Second Lien Deficiency and Unsecured Notes Claims** include estimated Claims of approximately \$989 million of Second Lien Notes that are not secured and constitutes a deficiency Claim pursuant to section 506(a) of the Bankruptcy Code and approximately \$1,355 million of Unsecured Notes on the Conversion Date.

21. **Classes 4(B)-(F)** includes unsecured non-opioid-related Claims, certain of which Claims are unliquidated, contingent, and/or disputed, and the aggregate amount of such Claims is undetermined.

22. **Classes 6(A)-(C), 7(A)-(E), 8-11** – includes unsecured opioid-related Claims that are unliquidated, contingent, and/or disputed, and the aggregate amount of such Claims is undetermined. The opioid-related Claims are further discussed in Article I of the Disclosure Statement.

23. **Class 5 – U.S. Government Claims** include unsecured Claims asserted in each of the Proofs of Claim filed by the U.S. Government and any other Claims of the U.S. Government (but excluding (a) any Statutory Fees or expenses owed to the U.S. Trustee and (b) any Claim held by any State, Territory, Local Government, Tribe, or any Non-U.S. federal Governmental Authority), in each case, against any of the Debtors.

24. **Class 12 – Intercompany Claims** includes prepetition intercompany payables assertable by a Debtor against another Debtor or a Non-Debtor Affiliate.

### **SUBORDINATED UNSECURED & EQUITY CLASSES OF CLAIMS**

25. **Class 13 - Intercompany Interests** include any value available for distribution to parent entities after satisfying all creditors at the respective legal entities.

26. **Class 14 – Subordinated, Reclassified, or Disallowed Claims** include Claims (a) subject to subordination under section 509(c) or 510 of the Bankruptcy Code; (b) recharacterized as equity by an order of the Bankruptcy Court; or (c) as of the relevant time, Disallowed under section 502(e) of the Bankruptcy Code (subject, however, to section 502(j) of the Bankruptcy Code). These Subordinated, Reclassified, or Disallowed Claims are unliquidated, contingent, and/or disputed and the aggregate amount of such Claims are unknown. No recoverable value is available for Subordinated, Reclassified, or Disallowed Claims.

27. **Class 15 – Existing Equity Interests** include any value available for distribution to the holders of the equity Interest in Endo International plc. In the Liquidation Analysis, there is no recoverable value available to holders of the Existing Equity Interests.

## OTHER CONSIDERATIONS

Under chapter 7, the Claims in Classes 4 to 11, to the extent there is value available to be distributed to such Claims, would be resolved through litigation, and the Trustee would need to engage litigation counsel to defend and litigate these Claims. Claim estimates for unliquidated, contingent, or disputed Claims are unknown at the time the Disclosure Statement was filed. The Debtors do not have sufficient information to properly estimate the amount of these Claims for purposes of this analysis, and therefore, no value has been assigned to Claims in Classes 4, 6, 7, 8, 9, 10, and 11; and thus no recovery value is projected.

## PLAN OF REORGANIZATION COMPARISON

28. **An Estimate of Distributable Value** under the low end Plan scenario range is based on the mid-point of the non-binding, third-party indications of interest received during the 363 sale process conducted during the Chapter 11 Cases. Such indications of interest were non-binding, conditional in nature, and not pursued following the Debtors' termination of their 363 sale process. The high end of the Plan scenario range is the Stalking Horse Bid amount, which is primarily based on the principal amount of the Debtors' Prepetition First Lien Indebtedness and was not a product of the Debtors' previously conducted Sale Process. The Debtors are not submitting the Stalking Horse Bid amount as representative of the Debtors' enterprise value. Remaining assumptions for Proceeds from Liquidated Operations are consistent with Liquidation Analysis, reference Note 1.

29. **Asset Recoveries** under Plan assumed at High estimate recovery range. Remaining assumptions for Asset Recoveries are consistent with Liquidation Analysis, reference Note 2-7.

30. **Net Operating Cash Flow - Conversion Through Sale** assumed to be \$0 as under a Plan there would not be a gap between Conversion Date and Effective Date.

31. **Avoidance Actions** under Plan are assumed to be waived, as such, no recovery is ascribed.

32. **Chapter 7 Trustee Fees and Chapter 7 Commission Fees** under Plan are not applicable and reflected as \$0.

33. **Plan Administration Estimate** under Plan is currently estimated to be about \$38 million. The estimate is based on the transaction structure as of December 28, 2023. The costs set forth in the Plan Administration Estimate are subject to various uncertainties and contingencies beyond the Debtors' control. Accordingly, the Plan Administration Estimate is subject to adjustment, and nothing in the Plan Administration Estimate is or shall be deemed to be a cap on costs to be incurred in association therewith. Any subsequent changes to the structure and anticipated, but not quantifiable, expenses will require adjustments to the Plan Administration Estimate.

34. **Carve-Out Claims and Other Fees and Implementation Costs** are shown as accrued and unpaid professional fees and transaction fees for all professionals involved in the Chapter 11 Cases. These Claims also include anticipated transaction costs related to the Rights Offerings, including under any backstop commitment agreements. Such transaction costs are greater in the high end of the Plan scenario than in the low end of the Plan scenario because certain of such costs are based upon the equity value of the post-reorganization business. In addition, the Carve-Out Claims incorporate an estimate of the Escrowed Equity agreed to as part of the UCC Resolution.

35. **Class 3 - First Lien Claims** under Plan are consistent with Liquidation Analysis assumptions in Note 18. Recoveries are reflected as distributable value remaining net of all Resolutions with the DOJ, the Committees, the FCR, the Multi-State Endo Executive Committee, the Public School District Creditors, and the Canadian Governments.

36. **Administrative Expense and IRS Priority Tax Claims** recoveries under the Plan, respectively, are (a) assumed, to the extent not already covered elsewhere, in connection with the implementation of the Plan and recoveries are therefore not reflected in the Plan scenario and (b) are comprised in the Net Present Value of negotiated U.S. Government Resolution. With respect to the IRS Priority Tax Claims, as the U.S. Government Resolution does not provide an allocation of settlement amounts between IRS and other U.S. Government Claims, for illustrative purposes, 100% of the recoveries are shown under General Unsecured Recoveries in Note 37.

37. **General Unsecured Recoveries** under Plan include the Net Present Value of all negotiated Settlements with the DOJ, the Committees, the FCR, the Multi-State Endo Executive Committee, the Public School District Creditors, and the Canadian Governments. Recovery for the general unsecured creditors does not include certain causes of action that are assignable to the GUC Trust in accordance with the UCC Resolution.



**THIS IS EXHIBIT "R"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

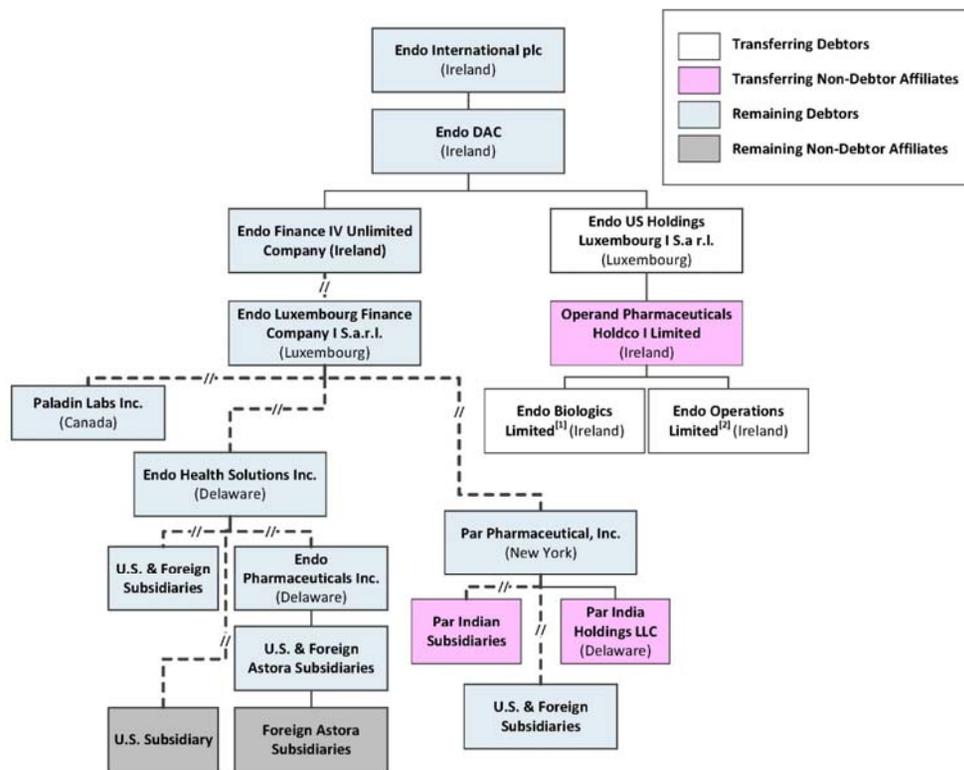
*Erik Afell*

---

Commissioner for Taking Affidavits

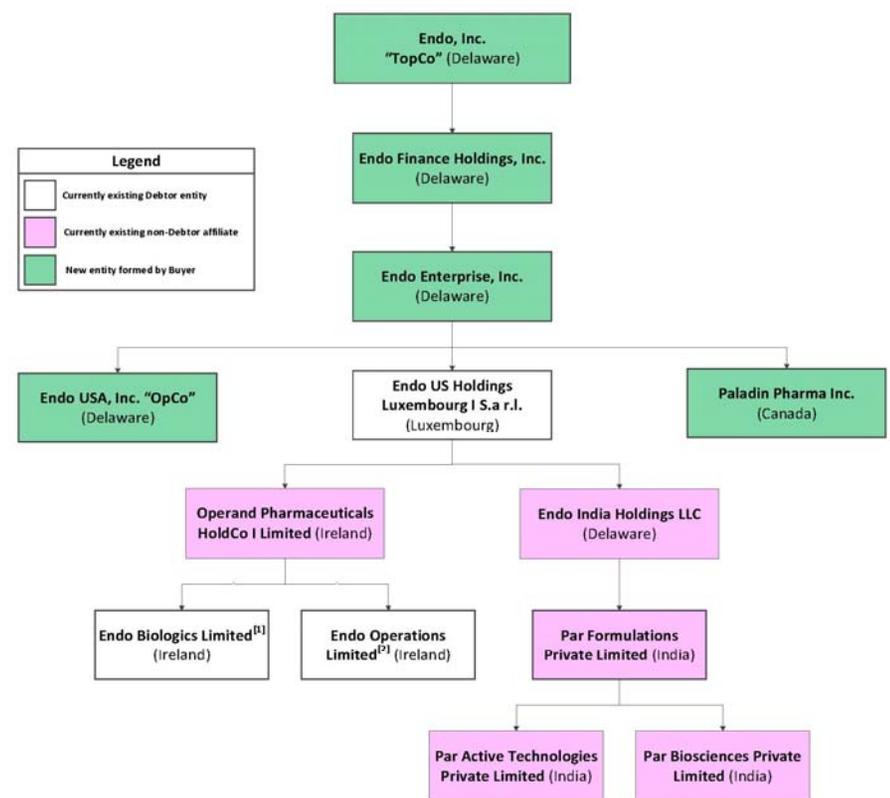


## SIMPLIFIED PRE-EMERGENCE ORGANIZATIONAL CHART



1 Formerly Operand Pharmaceuticals III Limited.  
2 Formerly Operand Pharmaceuticals II Limited.

## SIMPLIFIED POST-EMERGENCE ORGANIZATIONAL CHART



1 Formerly Operand Pharmaceuticals II Limited.  
2 Formerly Operand Pharmaceuticals III Limited.



EQUITY

DEBT

**PREPETITION  
CAPITAL  
STRUCTURE**

Common Stock (**100%**)

**DEBTORS**

**\$5.91 B** (First Lien Secured)  
**\$900 M** (Second Lien Secured)  
**\$1.34 B** (Unsecured)

**POST-  
EMERGENCE  
CAPITAL  
STRUCTURE**

First Lien Creditors  
Purchaser Equity (**96.3%**)<sup>1</sup>  
 GUC Trust Purchaser  
Equity (**3.7%**)<sup>1</sup>

**PURCHASER  
ENTITIES**

**\$2.5 B** (Secured)

<sup>1</sup> Newly issued Purchaser Equity subject to dilution as set forth in the Plan. GUC Trust Purchaser Equity subject to upward adjustment as set forth in the Plan.

## SUMMARY OF PLAN TREATMENT



Class	Treatment	Class	Treatment
<b>1 – Priority Non-Tax Claim (Unimpaired)</b>	Payment on Effective Date or within 30 days of Claim being Allowed.	<b>7(A) – PI Opioid Claims (Impaired)</b>	~\$39.9 M prepaid PI Trust.
<b>2 – Other Secured Claims (Unimpaired)</b>	Cash or collateral on the Effective Date, within 30 days of Claim being Allowed, or as otherwise agreed.	<b>7(B) – NAS PI Claims (Impaired)</b>	~\$6.46 M prepaid NAS PI Trust.
<b>3 – First Lien Claims (Impaired)</b>	96.3% Purchaser Equity; certain Cash payments; proceeds of Exit Financing; First Lien Rights Offering.	<b>7(C) – Hospital Opioid Claims (Impaired)</b>	~\$15.5 M prepaid Hospital Trust.
<b>4(A) – Second Lien Deficiency Claims &amp; Unsecured Notes Claims (Impaired)</b>	GUC Trust Purchaser Equity (3.7% Purchaser Equity); ~\$23.3 M Cash; 93.09% GUC Trust litigation proceeds; GUC Rights Offering.	<b>7(D) – TPP Claims (Impaired)</b>	~\$25.8 M prepaid TPP Trust.
<b>4(B) – Other General Unsecured Claims (Impaired)</b>	Up to \$2 M Cash reserve; 1.80% GUC Trust litigation proceeds.	<b>7(E) – IERP II Claims (Impaired)</b>	~\$1.97 M prepaid IERP Trust II.
<b>4(C) – Mesh Claims (Impaired)</b>	\$2 M Cash; 50% mesh insurance recovery; 1.75% GUC Trust litigation proceeds.	<b>8 – Public School District Claims (Impaired)</b>	Up to \$3 M funded to Opioid School District Recovery Trust.
<b>4(D) – Ranitidine Claims (Impaired)</b>	\$200,000 Cash; 20% ranitidine insurance recovery.	<b>9 – Canadian Provinces Claims (Impaired)</b>	\$7.25 M funded to Canadian Opioid Trust (or escrow account).
<b>4(E) – Generics Price Fixing Claims (Impaired)</b>	\$16 M Cash.	<b>10 – Settling Co-Defendant Claims (Impaired)</b>	Treatment agreed in DMP Stipulation.
<b>4(F) – Reverse Payment Claims (Impaired)</b>	\$6.5 M Cash; 3.36% GUC Trust litigation proceeds.	<b>11 – Other Opioid Claims (Impaired)</b>	Up to \$200,000 Other Opioid Claims Trust (subject to Purchaser Parent reversionary interest).
<b>5 – U.S. Government Claims (Impaired)</b>	\$200 M prepaid; up to \$100 M contingent payment; Civil Settlement Agreement; Criminal Plea Agreement.	<b>12 – EFBD Claims (Impaired)</b>	Up to \$200,000 EFBD Claims Trust or escrow account (subject to Purchaser Parent reversionary interest).
<b>6(A) – State Opioid Claims (Impaired)</b>	~\$274 M prepaid Public Opioid Trust.	<b>13 – Intercompany Claims (Impaired / Unimpaired)</b>	Reinstated, settled, or deemed cancelled, extinguished, and discharged at Debtors' discretion (with consent of Required Consenting Global First Lien Creditors).
<b>6(B) – Local Government Opioid Claims (Impaired)</b>	Rights to applicable State abatement programs preserved.	<b>14 – Intercompany Interests (Impaired / Unimpaired)</b>	Transferred to Purchaser Entities, reinstated, or deemed cancelled, extinguished, or discharged at Debtors' discretion (with consent of Required Consenting Global First Lien Creditors).
<b>6(C) – Tribal Opioid Claims (Impaired)</b>	\$9 M prepaid Tribal Opioid Trust.	<b>15 – Subordinated, Recharacterized, or Disallowed Claims (Impaired)</b>	Cancelled, extinguished, or disallowed (subject to section 509(j) of Bankruptcy Code).
		<b>16 – Existing Equity Interests (Impaired)</b>	Cancelled, extinguished, and discharged.

*Not Classified: Future PI Trust: \$11.835 M to Future Opioid PI / NAS PI Claims over 10 years; \$485,000 to Future Mesh Claims over 2 years.*



1 Debtor Releases

2 Consensual Third-Party Releases

GUC Releases	Non-GUC Releases
<ul style="list-style-type: none"> <li>▲ Class 4(A) – Second Lien Deficiency Claims and Unsecured Notes Claims</li> <li>★▲ Class 4(B) – Other General Unsecured Claims</li> <li>★▲ Class 4(C) – Mesh Claims</li> <li>★▲ Class 4(D) – Ranitidine Claims</li> <li>▲ Class 4(E) – Generics Price Fixing Claims</li> <li>▲ Class 4(F) – Reverse Payment Claims</li> </ul>	<ul style="list-style-type: none"> <li>Class 1 – Priority Non-Tax Claims</li> <li>Class 2 – Other Secured Claims</li> <li>Class 3 – First Lien Claims</li> <li>Class 6(B) – Local Government Opioid Claims</li> <li>Class 6(C) – Tribal Opioid Claims</li> <li>★▲ Class 7(A) – PI Opioid Claims</li> <li>★▲ Class 7(B) – NAS PI Claims</li> <li>▲ Class 7(C) – Hospital Opioid Claims</li> <li>▲ Class 7(D) – TPP Claims</li> <li>★▲ Class 7(E) – IERP II Claims</li> <li>Class 8 – Public School District Claims</li> <li>Class 9 – Canadian Provinces Claims</li> <li>★▲ Class 11 – Other Opioid Claims</li> <li>★▲ Class 12 – EFBD Claims</li> <li>Class 15 – Subordinated, Recharacterized, or Disallowed Claims</li> <li>Class 16 – Existing Equity Interests</li> </ul>
<p>★ Class members must <b>affirmatively opt-in</b> to grant the applicable releases. Members of other classes must <b>affirmatively opt-out</b> if they do not wish to grant the applicable releases.</p>	
<p>▲ Class members receive <b>additional 4x payment</b> in exchange for granting the applicable releases.</p>	

3 Other Consensual Releases

Class 5 – U.S. Government	Class 6(A) – States	Class 10 – Settling Co-Defendants	Future PI Claimants
Agreed releases in resolution documents	Agreed releases in Plan	Agreed releases in resolution documents	Agreed releases in Plan

## VOTING RESULTS

### Resolution Parties

#### Ad Hoc First Lien Group

#### UCC

#### States, Local Governments, and Tribes

#### OCC

#### Public Schools

#### Canadian Provinces

Class	Plan Class Name	Total Voting Parties	Total Voting Amount	# Accepting	Percent of # Accepting	Percent of \$ Accepting	Vote on Plan
3	First Lien Claims	961	\$5,420,305,937.76	961	100.00%	100.00%	ACCEPT
4(A)	Second Lien Deficiency and Unsecured Notes Claims	422	\$2,195,267,000.00	422	100.00%	100.00%	ACCEPT
4(B)	Other General Unsecured Claims	357294	\$249,339,498.94	357289	99.99%+	99.91%	ACCEPT
4(C)	Mesh Claims	7700	\$7,702.00	7673	99.65%	99.65%	ACCEPT
4(D)	Ranitidine Claims	568	\$569.00	541	95.25%	95.25%	ACCEPT
4(E)	Generics Price Fixing Claims	119	\$119.00	115	96.64%	96.64%	ACCEPT
4(F)	Reverse Payment Claims	47	\$47.00	47	100.00%	100.00%	ACCEPT
6(A)	State Opioid Claims	51	\$51.00	51	100.00%	100.00%	ACCEPT
6(B)	Local Government Opioid Claims	1768	\$1,864.00	1745	98.70%	98.68%	ACCEPT
6(C)	Tribal Opioid Claims	23	\$24.00	22	95.65%	95.83%	ACCEPT
7(A)	PI Opioid Claims	35581	\$36,518.00	35106	98.67%	98.66%	ACCEPT
7(B)	NAS PI Claims	3363	\$4,194.00	3353	99.70%	99.74%	ACCEPT
7(C)	Hospital Opioid Claims	739	\$739.00	739	100.00%	100.00%	ACCEPT
7(D)	TPP Claims	354091	\$356,307.00	354089	99.99%+	100.00%	ACCEPT
7(E)	IERP II Claims	1	\$1.00	1	100.00%	100.00%	ACCEPT
8	Public School District Claims	470	\$489.00	459	97.66%	97.55%	ACCEPT
9	Canadian Provinces Claims	13	\$13.00	13	100.00%	100.00%	ACCEPT
10	Settling Co-Defendant Claims	3	\$4.00	3	100.00%	100.00%	ACCEPT
12	EFBD Claims	2	\$2.00	2	100.00%	100.00%	ACCEPT

**THIS IS EXHIBIT "S"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

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

In re:	)	Chapter 11
	)	
ENDO INTERNATIONAL PLC, <i>et al.</i> ,	)	Case No. 22-22549 (JLG)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	

---

**DECLARATION OF MICHAEL ATKINSON IN SUPPORT OF  
THE STATEMENT OF THE OFFICIAL COMMITTEE OF OPIOID  
CLAIMANTS IN SUPPORT OF CONFIRMATION OF THE THIRD  
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF  
ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS  
AND IN RESPONSE TO CERTAIN OBJECTIONS THERETO**

Under 28 U.S.C. § 1746, I, MICHAEL ATKINSON, declare under the penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

1. I submit this declaration (the “Declaration”) in support of the *Statement of the Official Committee of Opioid Claimants in Support of Confirmation of the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors and In Response to Certain Objections Thereto* (and the plan of reorganization discussed herein, as modified, amended or supplemented from time to time, the “Plan”).<sup>2</sup>

2. I am a Principal at Province, LLC (“Province”), financial advisor to the Official Committee of Opioid Claimants (the “OCC”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) of Endo International plc and its debtor affiliates (collectively, the “Debtors”) and, together with their non-debtor affiliates, the “Company” or “Endo”). Except as otherwise

---

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

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

indicated herein, all facts set forth in this Declaration are based upon my personal knowledge and on my review of documents and information that I have considered in my capacity as an advisor to the OCC. If called upon to testify, I could and would testify competently to the facts and opinions set forth herein.

3. In this Declaration I offer information in support of the Plan, including information that supports the conclusion that the OCC Resolution (including all documentation in connection therewith) incorporated in the Plan and the allocation of consideration among Present Private Opioid Claimants<sup>3</sup> were negotiated in good faith and at arm's length; are fair, equitable and reasonable; and are in the best interests of Endo's opioid claimants (the "Opioid Claimants"), taken as a whole, considering the facts and circumstances of these Cases. This Declaration will include information concerning:

- i. Province's and my credentials, and Province's role, under my leadership, as advisor to official committees in each of the other bankruptcy cases of opioid manufacturers, beginning with the bankruptcy cases of Insys Therapeutics Inc., *et al.* ("Insys") in 2019, and continuing with those of Purdue Pharma L.P., *et al.* ("Purdue") and Mallinckrodt plc, *et al.* ("Mallinckrodt"), as well as the instant matter;
- ii. certain significant diligence activities in these Chapter 11 Cases that Province undertook, including (i) understanding the negotiation and resolution reached

---

<sup>3</sup> Present Private Opioid Claimants or "PPOCs" are defined in the OCC Resolution as "holder[s] of an Opioid Claim that is not (i) a Public Opioid Claimant, in its capacity as such, (ii) a Tribal Opioid Claimant, in its capacity as such, or (iii) any other domestic or foreign governmental unit (as such term is defined in section 101(27) of the Bankruptcy Code)" but not including "Putative Future Claimants, no Co-Defendants, nor any distributor, manufacturer or pharmacy engaged in the distribution, manufacture, or dispensing/sale of opioids or opioid products . . . *provided that* no hospital shall be excluded from being a deemed a PPOC solely as a result of such hospital operating a pharmacy that distributed, dispensed or sold opioids or opioid products." OCC Resolution at 19. Only Private Opioid Claimants are eligible to participate in the PPOC Trust and will receive consideration as part of the OCC Resolution.

- between the Endo EC (as defined below) and the Ad Hoc First Lien Group (as defined in the OCC Resolution) prior to the Petition Date, (ii) exploring potential sources of value for the benefit of Opioid Claimants in these Chapter 11 Cases and (iii) the OCC's investigation and analysis of potential claims for the benefit of Endo's Opioid Claimants;
- iii. certain non-confidential aspects of the mediation and arm's length negotiations in these Chapter 11 Cases that resulted in:
- a. the *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters*, dated March 24, 2023 [ECF No. 1505] (the "Resolution Stipulation") and Exhibit 2 to the Resolution Stipulation, as subsequently amended in Exhibit B to the *Notice of Filing of Stalking Horse Bidder-FCR Term Sheet and Amended OCC Resolution Term Sheet*, dated July 12, 2023 [ECF No. 2415] (the "OCC Resolution") and the OCC's determination to support the Plan; and
- b. the resolution regarding allocation between and among the different groups of PPOCs as incorporated in the Plan;
- iv. the types and value of the consideration being offered to Public and Private Opioid Claimants<sup>4</sup> in these cases in the Plan (through resolution of their

---

<sup>4</sup> The OCC Resolution defines "Public Opioid Claimant" to have "the meaning ascribed to such terms in the Amended Voluntary Public/Tribal Opioid Trust Term Sheet," and "Private Opioid Claimant" as "[a] holder of an Opioid Claim that is not (i) a Public Opioid Claimant, in its capacity as such, (ii) a Tribal Opioid Claimants, in its capacity as such, or (iii) any other domestic or foreign governmental unit (as such term is defined in section 101(27) of the Bankruptcy Code)." OCC Resolution at 20.

potential objections and the potential objections and other issues raised by the OCC in these Chapter 11 Cases), and how that compares to the proposed resolution reached in the bankruptcy case of Purdue and the resolution approved in both bankruptcy cases of Mallinckrodt; and

v. additional observations regarding the Plan and the OCC Resolution.

**I. Professional Background and Education**

4. Province was engaged by the OCC at the outset of these Chapter 11 Cases. I lead Province's work on behalf of the OCC and have participated in almost all aspects of these Chapter 11 Cases in which the OCC has had a role, including but not limited to the OCC's investigation and analysis of potential estate claims and causes of action, and the negotiations that led to the OCC Resolution. I have worked closely with the OCC's lead counsel, Cooley LLP, and special counsel, Akin Gump Strauss Hauer & Feld LLP ("Akin"), in connection with this engagement.

5. I received my Masters of Business Administration from Loyola University in 1992, and I am a Certified Public Accountant in the state of Maryland. I have more than 30 years of experience advising companies and creditors' committees in connection with restructuring transactions and chapter 11 cases.

6. Prior to joining Province, I was a Managing Director and Head of the Creditors' Rights Group for Protiviti, Inc. from 2007 to 2017. I was also a Managing Director at Navigant Consulting from 2001 to 2005. In addition, I was a founding member and Managing Director of Penta Advisory Services from 1997 to 2000 and from 2005 to 2007.

7. To date, I have led engagements on behalf of creditors' committees and debtors in connection with more than 100 cases and have served, or am currently serving, as a financial advisor in connection with, but not limited to, the bankruptcies of Mallinckrodt, Purdue, Insys, Rite Aid Corporation, Aearo Technologies, Kidde-Fenwal Inc., Whittaker, Clark & Daniels, Inc.,

HONX, Inc., Revlon, Boy Scouts of America, Cyprus Mines Corporation, True Religion Apparel Inc., Toys “R” Us Property Company I LLC, Gymboree, Achaogen, Aegerion Pharmaceuticals, Pernix Therapeutics, Samuels Jewelers, Z Gallerie, Heritage Home Group, American Tire Distributors, Nine West Holdings, Alpha Natural Resources, Health Diagnostic Laboratory, Papa Gino’s, Circuit City, Linens ‘n Things, Erikson Retirement Communities and Metromedia Steakhouses. I have also represented more than 30 post-confirmation trusts, including those of Toys “R” Us Property Company I LLC, Chi-Chi’s, ATA Airlines, Murray’s Inc. and United Petroleum. I am also serving as a trustee of the Opioid Master Distribution Trust II that was formed pursuant to Mallinckrodt’s plan of reorganization. My experience also includes advising boards, individual creditors and other stakeholders across a broad range of industries.

8. Province and its senior professionals also have extensive experience with respect to reorganizations and restructuring of distressed companies, both out of court and in chapter 11 proceedings. Province has extensive experience representing official creditors’ committees, debtors, creditors, trustees and others in a wide variety of bankruptcy cases, including, as financial advisor to (i) the official committees of unsecured creditors in FTD, Sizmek, Brookstone, J&M Stores (Fallas), The Rockport Company, Claire’s Stores, Inc., The Walking Company, Patriot National, Mac Acquisition LLC (Romano’s Macaroni Grill), Payless ShoeSource, Inc., Eastern Outfitters LLC, Inc., Performance Sports Group, Golfsmith International Holdings, Inc., Aéropostale, Inc., Pacific Sunwear, Inc., Fresh & Easy, LLC, National Air Cargo, Inc., Magnetation, LLC and KSL Media Inc. matters, (ii) the debtors in Woodbridge Group of Companies, LLC, Penthouse Global Media, Focus Property Group, Superior Linen, Argosy Casino (Penn National) and American West Homes and (iii) the trustee in Maxus Energy, Avaya, Inc., La

Paloma Generating Company LLC, RadioShack Corporation, Coldwater Creek, Inc., Loehmann's Inc. and Eddie Bauer.

9. For the last four years, my work has focused almost exclusively on mass tort bankruptcy cases. I have served or am serving as financial advisor to official committees in each of the opioid manufacturer bankruptcies to file in the United States: the Official Committee of Unsecured Creditors of Insys, the Official Committee of Unsecured Creditors of Purdue, the Official Committee of Opioid Claimants of Mallinckrodt and the Official Committee of Opioid Claimants in these Chapter 11 Cases. I am also serving as financial advisor to the Official Committee of Tort Claimants in the chapter 11 cases of Rite Aid Corporation, *et al.* ("Rite Aid"), which was one of the pharmacies alleged to have engaged in inappropriate opioid-related activity and which has been named as a defendant in numerous opioid-related lawsuits.<sup>5</sup> I am also representing or have represented the Official Committee of Unsecured Creditors in Kidde-Fenwal, Inc., the Official Committee of Unsecured Creditors for Tort Claimants – Related to Use of Combat Arms Version 2 Earplugs in Aearo Technologies LLC, the Official Committee of Unsecured Creditors in HONX, Inc., the Official Committee of Tort Claimants as well as the Future Claimants' Representative in Cyprus Mines Corporation, the Coalition of Abused Scouts for Justice in Boy Scouts of America and the Official Committee of Unsecured Creditors in Revlon. I also provided litigation consulting services to the former trustee of the PG&E Fire Victim Trust and am serving as claims evaluation and financial consultant to the Future Claimants' Representative in Whittaker, Clark, & Daniels, Inc. These cases are diverse and have involved

---

<sup>5</sup> In the prior or other current opioid (or opioid-related) cases in which I served as financial advisor to the Official Committee of Unsecured Creditors, the Official Committee of Opioid Claimants or the Official Committee of Tort Claimants, Akin served as counsel to the Official Committee of Unsecured Creditors of Insys, the Official Committee of Unsecured Creditors of Purdue (the "Purdue UCC"), the Official Committee of Opioid Claimants of Mallinckrodt (the "Mallinckrodt OCC") and the Official Committee of Tort Claimants of Rite Aid Corporation, *et al.*. As such, in each of those opioid bankruptcy cases, I worked closely with Akin throughout the engagements.

mass tort claims related to hearing loss, respirator, per- and polyfluoroalkyl substances (PFAS), asbestos, talc, sexual abuse, hair straightener products, opioids and wildfires.

10. In my role as financial advisor to creditors in mass tort cases, I have performed extensive litigation and investigational work, prepared analyses related to claims estimation, participated in mediations related to intra-creditor allocations and other settlement negotiations, negotiated plans of reorganization and conducted other extensive analyses to maximize recoveries to creditors.

## **II. The Endo EC's Pre-Petition Negotiations with the Ad Hoc First Lien Group and the OCC's Diligence Activities**

### **A. Pre-Petition Negotiations with the Endo EC**

11. Prior to the commencement of these Chapter 11 Cases, Endo reported that negotiations had been ongoing with a multi-state executive committee (the "Endo EC")<sup>6</sup> regarding potential issues that certain Public Opioid Claimants had both regarding the Company as well as in connection with any potential restructuring. Those negotiations resulted in a resolution with the Endo EC (the "Endo EC Resolution") shortly before the Petition Date.<sup>7</sup> The documents that the OCC obtained and reviewed in these Chapter 11 Cases indicated that negotiations with the Endo EC commenced in early 2020.<sup>8</sup> According to the Debtors, the Endo EC "coordinated extensively with the [opioid multidistrict litigation] Plaintiffs' Executive Committee ('PEC'), the Multi-State

---

<sup>6</sup> The Endo EC is a steering committee comprising a number of states' attorneys general selected to represent a larger group of states with claims against Endo, including to lead settlement discussions on behalf of the states with Endo. *See Declaration of Mark Bradley in Support of Chapter 11 Petitions and First Day Papers*, dated August 17, 2022 [ECF No. 38] (the "Bradley Decl.") ¶¶ 67, 69. The Endo EC currently comprises the attorneys general of Maine, Massachusetts, New Hampshire, Pennsylvania, Tennessee, Vermont and Virginia. *Second Amended Verified Statement of the Multi-State Endo Executive Committee Pursuant to Bankruptcy Rule 2019*, dated June 22, 2023 [ECF No. 2247] ¶ 2.

<sup>7</sup> *Bradley Decl.* ¶ 81; *see also Restructuring Support Agreement*, dated August 17, 2022, Ex. 1 to *Notice of Filing of Restructuring Support Agreement*, dated August 17, 2022 [ECF No. 20].

<sup>8</sup> Initially, these negotiations were between the Debtors and the Endo EC. At some point thereafter, these negotiations were between the Ad Hoc First Lien Group and the Endo EC, and, according to the Debtors, the Endo EC Resolution was agreed to between the Ad Hoc First Lien Group and the Endo EC.

Governmental Entities Group (‘MSGE’) and the Native American Tribe Group (‘Tribes’), which, collectively, represent thousands of public and tribal opioid claimants, in an effort to minimize multiple interactions and preserve estate resources.”<sup>9</sup> Because the Endo EC did not and does not represent the interests of Private Opioid Claimants, however, the Endo EC Resolution did not reflect any advocacy by the Endo EC (or any other party) on behalf of the PPOCs, and it is my understanding that the initial “open offer”<sup>10</sup> made by the Ad Hoc First Lien Group to Private Opioid Claimants on the Petition Date was not the result of a negotiated resolution between the Endo EC and the Ad Hoc First Lien Group.

**B. The Potential Sources of Value Available in These Chapter 11 Cases**

12. The OCC’s advisors concluded during these Chapter 11 Cases that any value that could be available for distribution to Endo’s Opioid Claimants would potentially come from the following sources, among others:

- i. The value of the Company’s business operations.
- ii. The Debtors’ cash balance as of the Petition Date.
- iii. Potential claims and causes of action for the benefit of the estate, including but not limited to claims to recover from the Debtors’ insurance policies and claims against fiduciaries and other third parties.

13. The OCC’s advisors also came to understand that unlocking portions of this value may have depended on avoiding the alleged liens held by certain of the Debtors’ secured creditors.

---

<sup>9</sup> *Motion of Debtors to Assume the Fee Agreements for the Endo EC Professionals and To Pay the Endo EC Professionals’ Reasonable and Documented Fees and Expenses*, dated December 30, 2022 [ECF No. 1112] ¶ 7.

<sup>10</sup> The “open offer” consisted of a term sheet (the so-called “Voluntary Opioid Term Sheet”) filed on the Petition Date pursuant to which, among other things, the Stalking Horse Bidder openly “offered” to any Private Opioid Claimant the opportunity to receive its allocated portion of \$85 million paid ten years after the Closing Date in exchange for such Private Opioid Claimant, among other things, releasing various claims and causes of action against the Stalking Horse Bidder and other third parties. The “open offer” was not negotiated between any parties, to my knowledge. The net present value of the “open offer” was approximately \$27.4 million based on a 12% discount rate applied to the proposed prepayment option.

**C. The OCC’s Investigation of Potential Claims, Consideration of Potential Sources of Value for the Benefit of Opioid Claimants, and Disputes Throughout These Chapter 11 Cases**

14. At the outset of these Chapter 11 Cases, together with counsel, Province commenced an investigation of, among other things, claims that could be asserted to bring value into the Debtors’ estates and/or make value available for the benefit of Opioid Claimants, as well as other potential sources of value for the benefit of Opioid Claimants. This included an investigation concerning the existence of potential claims and causes of action, the likelihood of success of any such claims and the likely recovery associated with any such claims, and the likelihood of collecting on any judgment rendered in favor of such claims. This also included an investigation as to the validity of the liens of the First Lien Secured Parties.<sup>11</sup> The OCC coordinated with the Official Committee of Unsecured Creditors in these Chapter 11 Cases (the “UCC”) on the investigation and analysis of some of these claims.

15. The OCC sought and obtained extensive discovery to conduct its investigation, as reflected in the *Stipulation and Agreed Order Between the Official Committee of Opioid Claimants and the Debtors Regarding Discovery in the Chapter 11 Cases*, dated December 22, 2022 [ECF No. 1003].

16. On October 27, 2022, the Court entered the Cash Collateral Order<sup>12</sup> which, as later supplemented and amended, provided a deadline of January 23, 2023 (the “Challenge Period Termination Date”) for the UCC and the OCC to file a standing motion seeking authority to

---

<sup>11</sup> As defined in the *Proposed Complaint of the Official Committee of Unsecured Creditors and the Official Committee of Opioid Claimants*, dated January 23, 2023, Ex. C to *Motion of the Official Committee of Unsecured Creditors and the Official Committee of Opioid Claimants for (I) Entry of an Order Granting Leave, Standing, and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors and (II) Settlement Authority in Respect of Such Claims*, dated January 23, 2023) [ECF No. 1243] (the “Joint Standing Motion”).

<sup>12</sup> See *Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [ECF No. 535] (the “Cash Collateral Order”).

commence an adversary proceeding to challenge the purported liens and claims of the First Lien Secured Parties.<sup>13</sup>

17. The OCC diligently pursued its investigations and, on January 23, 2023, prior to the Challenge Period Termination Date, jointly with the UCC filed a standing motion seeking (i) authority to commence and prosecute certain claims on behalf of the Debtors and (ii) settlement authority with respect to such claims.<sup>14</sup> The Joint Standing Motion attached four challenge complaints. Three of the complaints allege claims related to the validity of the asserted liens of the First Lien Secured Parties, among other matters,<sup>15</sup> and the fourth complaint asserts claims related to the prepetition compensation of the Debtors' executives and other personnel.<sup>16</sup> The Court did not adjudicate the Joint Standing Motion because of the terms of the resolutions reached by the OCC and the UCC, as discussed below.

18. In addition to the four challenge complaints attached to the Joint Standing Motion, the OCC also investigated additional claims and causes of action, including claims and causes of action against certain third parties.

19. The advisors to the OCC also conducted extensive diligence regarding the Debtors' insurance assets, and in particular the Debtors' access to products liability insurance stemming from their manufacture, marketing and sale of opioid products. As a result of such diligence, the OCC also considered the strengths and weaknesses of any claims against such insurance, as well as potential estate causes of action relating to such insurance.

---

<sup>13</sup> The particular "Challenges" subject to the deadline are defined in the Cash Collateral Order.

<sup>14</sup> See generally Joint Standing Motion.

<sup>15</sup> See Joint Standing Motion, Exs. B, C, E.

<sup>16</sup> See Joint Standing Motion, Ex. D.

20. In addition to the investigation of the foregoing claims, the OCC also actively voiced its views throughout these Chapter 11 Cases to maximize the outcomes for Opioid Claimants in these Chapter 11 Cases.

21. For instance, on November 23, 2022, the Debtors filed a motion setting forth a proposed process for the sale of substantially all of the Debtors' assets.<sup>17</sup> Subsequently, on December 14, 2022, the Debtors filed a motion seeking to extend the exclusive periods during which only the Debtors may file a chapter 11 plan and solicit acceptances thereof.<sup>18</sup> The OCC objected to the Debtors' Sale Motion on January 6, 2023,<sup>19</sup> and filed a limited objection to the Debtors' Exclusivity Motion on January 12, 2023 (collectively, the "Objections").<sup>20</sup> Both Objections ultimately were resolved as part of the OCC Resolution.

### **III. The Arm's Length Negotiations and Mediation That Resulted in the OCC Resolution**<sup>21</sup>

#### **A. Mediation and Agreement with Ad Hoc First Lien Group**

22. On January 27, 2023, the Court ordered that certain parties (the "Mediation Parties") participate in mediation, and appointed Judge Shelley C. Chapman (Ret.) as mediator.<sup>22</sup>

The Mediation Parties consisted of (i) the Debtors, (ii) the Ad Hoc First Lien Group, (iii) the Ad

---

<sup>17</sup> See *Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors' Assets and (IV) Granting Related Relief* [ECF No. 728] (the "Sale Motion").

<sup>18</sup> See *Motion of Debtors for an Order Pursuant to Bankruptcy Code Section 1121(d) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* [ECF No. 979] (the "Exclusivity Motion").

<sup>19</sup> See *Objection of the Official Committee of Opioid Claimants to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [ECF No. 1145].

<sup>20</sup> See *Limited Objection of the Official Committee of Opioid Claimants of Endo International plc, et al., to the Motion of Debtors for an Order Pursuant to Bankruptcy Code Section 1121(d) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* [ECF No. 1181].

<sup>21</sup> The summary of the OCC Resolution contained in this Declaration is subject entirely to the express terms of the OCC Resolution. If there are any inconsistencies between this summary and the OCC Resolution, the terms of the OCC Resolution shall control.

<sup>22</sup> See *Stipulation and Order (A) Granting Mediation and (B) Referring Matters to Mediation* [ECF No. 1257] (the "Mediation Order").

Hoc Cross-Holder Group, (iv) the Non-RSA 1Ls, (v) the UCC, (vi) the OCC, (vii) the future claims' representative, (viii) the Endo EC and (ix) the United States of America.<sup>23</sup>

23. In fact, the OCC had already begun negotiations with parties-in-interest months prior to the Mediation Order. At the end of October 2022, I began to engage in discussions with Evercore Partners (“Evercore”), the Ad Hoc First Lien Group’s investment banker, to discuss a potential resolution of the OCC’s issues. Initially, I shared relevant non-confidential public information about the various resolutions reached by public and private opioid claimants (both with other parties and amongst themselves) in the Purdue<sup>24</sup> and Mallinckrodt chapter 11 cases. Following that, and leading up to Mediation, Evercore and I (on behalf of the OCC) began discussing proposals on behalf of our respective clients and had a number of calls to discuss.

24. Following multiple rounds of arm’s length and often contentious negotiations, both before and after mediation commenced, the OCC eventually entered into an agreement in principle with the Ad Hoc First Lien Group to resolve any and all disputes between the parties, which was subsequently reflected in the *Voluntary Present Private Opioid Claimant Trust Term Sheet* attached as Exhibit 2 to the Resolution Stipulation.<sup>25</sup>

25. As now embodied in the Plan, the OCC Resolution provides for the establishment of a PPOC Trust to be funded by the Ad Hoc First Lien Group with cash consideration in the aggregate amount of \$119,700,000, which is to be paid within no more than two years of closing (as opposed to one payment in ten years, per the original “open offer”), and which, as now agreed will be paid in full in the amount of \$89.7 million on the Effective Date. The Plan provides that

---

<sup>23</sup> Each as defined in the Mediation Order.

<sup>24</sup> My reference in this Declaration to any resolution reached in the Purdue bankruptcy case is to the resolutions that were included in the plan of reorganization that was confirmed by the Bankruptcy Court in September 2021.

<sup>25</sup> The *Voluntary Present Private Opioid Claimant Trust Term Sheet* has since been amended to account for various clarifications and non-substantive modifications, as reflected in the *Amended Voluntary Present Private Opioid Claimant Trust Term Sheet* attached as Exhibit B to the Amended OCC Resolution Term Sheet.

each PPOC will: (i) have its opioid claim channeled to the PPOC Trust to be established under the Plan to administer the claims of five separate and distinct groups of Present Private Opioid Claims; (ii) obtain payment, if any, from the applicable PPOC Sub-Trust in accordance with trust distribution procedures (“TDPs”); and (iii) have the opportunity to release certain third parties from related claims in exchange for a right to a greater recovery by either voting in favor of the plan or opting in to the various third party releases (i.e., an additional payment of four times the base amount for their Present Private Opioid Claim). The Plan contemplates the establishment of sub-trusts (the “PPOC Sub-Trusts”) created for specific Private Opioid Claimant constituencies, including: (i) personal injury claimants, (ii) NAS personal injury claimants, (iii) third party payors, (iv) independent emergency room physicians and (v) hospitals—in each case available to both domestic and foreign claimants. The Plan further provides for the PPOC Trust to be the initial recipient of all assets to be distributed on account of Present Private Opioid Claims, and for the PPOC Trust to then forward this money, less administrative costs, to the various PPOC Sub-Trusts. Each of the PPOC Sub-Trusts will, in turn, distribute its share of the consideration to the relevant group of PPOCs in accordance with its TDPs. Importantly, each Present Private Opioid Claimant holding a valid claim under their PPOC Sub-Trust’s TDPs will be entitled to receive an additional distribution totaling four times the amount of any distribution to be made to the PPOC under such TDPs, if they have elected or otherwise were deemed to grant the Non-GUC Releases pursuant to the Debtors’ solicitation and voting process.

26. The allocation of consideration between the various PPOC Sub-Trusts is set forth below:

Trust	Allocation Percentage <sup>26</sup>	Nominal Allocation Assuming:	
		No Prepayment	Prepayment at Emergence
Hospital Trust	17.3%	\$20,621,600.00	\$15,431,600.00
IERP Trust II	2.2%	\$2,622,400.00	\$1,962,400.00
NAS PI Trust	7.2%	\$9,082,400.00	\$6,922,400.00
PI Trust	44.5%	\$53,044,000.00	\$39,694,000.00
TPP Trust	28.8%	\$34,329,600.00	\$25,689,600.00
<b>TOTAL:</b>	<b>100.0%</b>	<b>\$119,700,000.00</b>	<b>\$89,700,000.00</b>

27. In arriving at the OCC Resolution, the OCC and the Ad Hoc First Lien Group referenced both (i) the allocated aggregate split between public opioid claimants and private opioid claimants in Purdue and Mallinckrodt and (ii) the relative size of the resolution reached with the Endo EC, to resolve the issues raised by the OCC and in consideration of the releases being provided by Opioid Claimants to various parties. In arriving at the allocation of the PPOC Trust Consideration among Private Opioid Claimants, the OCC referenced the relative allocations to each sub-group as against each other sub-group in Purdue and Mallinckrodt, subject to the adjustments noted herein (as discussed below) and as applicable.

28. The OCC Resolution prioritizes certainty of cash in the near term over the receipt of more speculative, non-cash and contingent assets, such as the right to seek to recover insurance assets and prosecute causes of action against certain third parties. Notably, PPOCs are not parties to the settlements negotiated outside of bankruptcy by certain Public Opioid Claimants (including the Federal government, states, political subdivisions and Native American Tribes) with other opioid defendants (*i.e.*, companies not in bankruptcy such as Teva, McKesson and CVS) in opioid litigation and, accordingly, PPOCs have received almost none of the cash distributed to date in

---

<sup>26</sup> In connection with the overall settlement of allocation of the consideration to be contributed to the PPOC Trust among the PPOC Sub-Trusts, certain third parties agreed to contribute an additional \$500,000 to the PPOC Trust, which will be directly reallocated to the NAS PI Trust. This amount is included within the third and fourth columns, respectively.

connection with those extra-bankruptcy settlements, and there is no indication that they will receive any in the future. Additionally, to date, private opioid claimants have received only limited distributions in connection with just two bankruptcy cases because the Purdue, Rite Aid and Endo cases are still pending: Insys and Mallinckrodt.

29. The OCC Resolution also reduces the risk that can come with deferred payments to private opioid claimants. In Mallinckrodt, for example, the settlement for opioid claimants originally provided for an eight-year payment stream. In light of reorganized Mallinckrodt's widely-reported financial distress,<sup>27</sup> it renegotiated terms of payment with multiple creditors, including the trusts created on behalf of public and private opioid claimants, resulting in an over \$1 billion reduction in the funding for those trusts. In Purdue, as a result of the appellate process driven by the United States Department of Justice (the "DOJ") and the Office of the United States Trustee, opioid claimants other than the DOJ have not received any settlement monies since Purdue filed for bankruptcy in September 2019, despite confirmation of the Purdue plan of reorganization by the bankruptcy court in the fall of 2021.<sup>28</sup> The OCC Resolution now requires that all payments be made on the Effective Date.

30. Finally, by negotiating for cash payments in the near term in lieu of the right to prosecute causes of action or pursue insurance assets, the OCC Resolution avoids the significant costs and delays associated with the pursuit of insurance and litigation assets. The OCC's advisors performed a comprehensive analysis of the insurance assets and informed the OCC about such insurance assets.

---

<sup>27</sup> Mallinckrodt delayed making the periodic opioid settlement payment that was due June 16, 2023 before filing a second bankruptcy on August 28, 2023.

<sup>28</sup> The United States Supreme Court granted the DOJ's petition for a writ of certiorari, and the matter having been fully briefed, oral argument was heard on December 4, 2023. A decision is currently pending.

31. Province, along with the OCC's other advisors, negotiated on the OCC's behalf with the Ad Hoc First Lien Group and their respective independent advisors vigorously and in good faith.

32. The procedures set forth in the OCC Resolution for the creation and funding of certain trusts for the benefit of PPOCs and the documents relating to these trusts, particularly the PPOC Trust Documents and PPOC Sub-Trust Documents and the trust distribution procedures, and including the mechanisms, criteria and procedures for operating the PPOC Trust and PPOC Sub-Trust(s), are designed to ensure that PPOCs will be treated fairly, reasonably and appropriately. All of these features of the OCC Resolution are critical and necessary to the OCC's continuing support of the Plan.

**B. Mediation and Agreement Concerning Intra-Private Opioid Claimant Allocation**

33. Mediation to determine allocation among Endo's various Private Opioid Claimants of the consideration offered as part of the OCC Resolution to resolve the OCC's issues was overseen by Judge Shelley Chapman (Ret.) as mediator and included representatives of the following PPOC groups: (i) hospitals, (ii) various third-party payors and health insurance carrier claimants (the "Endo TPPs"), (iii) non-NAS personal injury claimants (iv) children experiencing adverse effects from fetal opioid exposure, including being diagnosed at birth with Neonatal Abstinence Syndrome and experiencing Neonatal Opioid Withdrawal Syndrome (the "Endo NAS PIs") and (v) independent emergency room physicians. The representatives were selected by the OCC members (and/or their counsel) that held claims in each claimant category.<sup>29</sup>

---

<sup>29</sup> The OCC, acting in accordance with its fiduciary duties, determined not to include (a) a putative class of insurance ratepayers and (b) a putative class to medically monitor NAS, in the mediation (the "Excluded Claims"). The putative class of insurance ratepayers had negotiated for *de minimis* consideration in Purdue and Mallinckrodt and is required in both of those cases to donate any value it receives to charitable organizations. Representatives of Endo NAS PIs

34. Mediation took place over two days. By the end of the second day of mediation, the parties had agreed to receive roughly the same percentage of the consideration that went to the corresponding category of private opioid claimants in Mallinckrodt, with some very slight adjustments to foster a resolution in light of the lower total amount of dollars available to all of Endo's Opioid Claimants relative to Mallinckrodt and Purdue.<sup>30</sup> The agreed-upon allocations are incorporated into the Plan.

#### **IV. The Plan, Including the OCC Resolution, Is Fair and Equitable to Opioid Claimants**

##### **A. Background**

35. Absent the OCC Resolution, the OCC would have sought standing to pursue estate causes of action and objected to confirmation of the Plan, and numerous other matters throughout the cases, resulting in lengthy and costly litigation that could have been value-destructive for Opioid Claimants. The OCC considered its legal arguments and weighed the strength of those legal arguments and the potential recoveries for Opioid Claimants if the OCC were successful in pursuing a variety of issues and claims, against the OCC Resolution and the associated factors discussed herein. The OCC included in that analysis the risks, costs and delay associated with bringing any such litigation. The OCC concluded that the OCC Resolution was preferable, given all of the facts and circumstances of these Cases.

36. Importantly, the OCC reached the OCC Resolution without being involved in the negotiations between the UCC and the Ad Hoc First Lien Group (and the Debtors) regarding the terms of the UCC Resolution. The OCC did review the basic contours of that resolution after it

---

determined that any value that would otherwise be allocated to the putative class to medically monitor NAS would instead be given to the Endo NAS PIs. No claimant holding Excluded Claims has objected to the Plan.

<sup>30</sup> As an example, and while a final count of timely filed claims is still pending as of today, it is my understanding from discussions with the Debtors' claims agent, Kroll, that there may be up to 90,000 personal injury opioid claims, in which case each individual personal injury claimant can hope to receive only a fraction of what a comparable claimant could potentially receive in the Purdue case, on average.

was agreed to and before finalizing the OCC Resolution.

**B. The Allocation Under the Plan Is Fair, Equitable and Consistent with Those Reached in Other Opioid Bankruptcies**

37. Based on my experience in other opioid liability-related bankruptcies, the allocations between the various Opioid Claimants are fair and equitable, both as amongst the Private and Public Opioid Claimants and as amongst each of the Private Opioid Claimants. This Declaration will not provide a detailed discussion of those cases. However, I would note that on August 5, 2021, I submitted a declaration in support of the Purdue UCC's statement in support of plan confirmation that covered, among other things, the mediation that resulted in the inter-creditor allocations in that case.<sup>31</sup> I testified at the plan confirmation hearing, and my declaration was submitted and accepted as evidence at the hearing without issue. In addition, on October 26, 2021, I submitted a declaration in support of the Mallinckrodt OCC's statement in support of plan confirmation.<sup>32</sup> I testified at the plan confirmation hearing, and my declaration was submitted and accepted as evidence at the hearing without issue.

**C. The Treatment of the Quebec Class Action Claimants Under the Plan Is Fair and Equitable**

38. I am aware that Jean-François Bourassa, plaintiff in Quebec Superior Court file #500-06-001004-197, has filed an objection to the Plan.<sup>33</sup>

39. Under the Plan, all Private Opioid Claimants are treated the same regardless of where they reside, and the OCC has advocated for all Private Opioid Claimants as a whole. All

---

<sup>31</sup> See Declaration of Michael Atkinson in Support of the Statement of the Official Committee of Unsecured Creditors in Support of Confirmation of the Sixth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors, *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. Aug. 5, 2021) [ECF No. 3460].

<sup>32</sup> See Declaration of Michael Atkinson in Support of the Statement of the Official Committee of Opioid Related Claimants in Support of Confirmation of the First Amended Joint Plan of Reorganization of Mallinckrodt plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, *In re Mallinckrodt plc*, No. 20-12522 (JTD) (Bankr. D. Del. Oct. 26, 2021) [ECF No. 5011].

<sup>33</sup> *Objection to the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International Plc and Its Affiliated Debtors*, dated February 22, 2024 [ECF No. 3710].

claimants—whether located in the United States, Canada or elsewhere—in Class 7(a) are entitled to equal treatment in that class, pursuant to the terms of the Plan.

40. Further, I am confident that the OCC has fulfilled its fiduciary obligations in all respects, and will continue to do so.

**VI. Additional Observations Regarding the Plan and OCC Resolution**

41. The OCC and its advisors carefully bargained for all of the provisions related to the PPOCs reflected in the Plan and the OCC would not support the Plan if any of those provisions were excised from the Plan.

42. Overall, pursuant to the Plan (including various settlements in the Plan) and various prepetition settlements with Endo, Opioid Claimants have received or will have the opportunity to receive close to \$600 million (net present value) and \$800 million (nominal value) in compensation and abatement funds. Given the facts and circumstances of these cases and across the opioid space, I believe this is a positive result and is fair and reasonable for Opioid Claimants, taken as a whole.

43. Further, based on my knowledge, the PPOC Trust Documents and PPOC Sub-Trust Documents and the mechanisms, criteria and procedures therein for operating the PPOC Trust and the PPOC Sub-Trusts are fair and reasonable with respect to the PPOCs and were negotiated in good faith, at arm's length and without collusion or fraud.

\* \* \*

The foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 7, 2024  
Annapolis, Maryland

/s/ Michael Atkinson  
Name: Michael Atkinson

**THIS IS EXHIBIT "T"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

**CITATION:** Paladin Labs Canadian Holding Inc., 2024 ONSC 219  
**COURT FILE NO.:** 22-00685631-00CL  
**DATE:** 2024-01-17

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE: 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**

**BEFORE:** Chief Justice Geoffrey B. Morawetz

**COUNSEL:** *Robert J. Chadwick, Bradley Wiffen and Erik Axell*, for Paladin Labs Canadian  
holdings Inc. and Paladin Labs Inc.

*Guneer Bhinder*, for Mylan Pharmaceuticals ULC and BGP Pharma ULC

*Viktor Nikolov*, for Sanis Health Inc., Shoppers Drug Mart Inc. and Loblaw  
Companies Limited

*Joseph Reynaud and Guy Martel*, for Ad Hoc First Lien Group

*Joshua Foster and Sean Zweig*, for KSV Restructuring Inc.

*Natalie Renner*, for McKesson Canada Corp.

*Margo Siminovitch and Avram Fishman*, CCAA Counsel

**HEARD:** December 4, 2023

**DETERMINED:** December 6, 2023

**REASONS:** January 17, 2024

**ENDORSEMENT**

[1] This motion was heard on December 4, 2023.

[2] On December 6, 2023, the motion was dismissed with reasons to follow. These are the  
reasons.

[3] Counsel for the plaintiff in Québec Superior Court File No. 500-06-001004-197 (the Québec Opioid Class Action”), Jean-François Bourassa (the “Québec Plaintiff”) brought a motion for:

1. A CCAA Representation Order, among other things:
  - (a) appointing the Québec Plaintiff (the “CCAA Representative”) to represent the interests of all Canadian Personal Injury Claimants in the Foreign Recognition Proceedings, initiated by Paladin Labs Inc. (“Paladin Labs”), as foreign representative, in this proceeding and, as necessary, in the related Chapter 11 proceedings;
  - (b) appointing the law firms of Fishman Flanz Meland Paquin LLP and Trudel Johnston & Lespérance (“CCAA Representative Counsel”) as co-counsel to the Canadian Personal Injury Claimants in these proceedings and, as necessary, in the Chapter 11 proceedings; and
  - (c) ordering that the reasonable fees and disbursements of the CCAA Representative Counsel be borne by the Canadian Debtors;

[4] The evidence filed in support of the motion consists of the Affidavit of Margo Siminovitch sworn October 16, 2023 (the “Siminovitch Affidavit”) and the Supplemental Affidavit of Margo Siminovitch sworn November 17, 2023 (the “Supplemental Siminovitch Affidavit”).

[5] The motion was opposed by Paladin Labs Inc. (“Paladin Labs”), as Foreign Representative, by KSV Restructuring Inc., as Information Officer of Paladin Labs, Paladin Labs Canadian Holding Inc. (Paladin Labs and Paladin Labs Canadian Holdings Inc., are collectively referred to as the “Canadian Debtors”) and by the *Ad Hoc* First Lien Group.

[6] The evidence filed by the opposing parties consists of the Affidavit of Daniel Vas sworn August 17, 2022 (the “First Vas Affidavit”), the Affidavit of Daniel Vas sworn April 18, 2023 (the “Third Vas Affidavit”), and the Affidavit of Erik Axell sworn November 27, 2023.

[7] Reports have also been filed by the Information Officer.

### **ISSUES**

[8] The Québec Plaintiff states that the issues are as follows:

- (i) Are the interests of the Canadian Personal Injury Claimants represented in the CCAA proceedings and in the Chapter 11 proceedings?
- (ii) Is it appropriate for this court to appoint the Québec Plaintiff as CCAA Representative plaintiff and to appoint the proposed CCAA Representative Counsel to represent the Canadian Personal Injury Claimants in the CCAA proceedings, and, as necessary in the Chapter 11 proceedings?

- (iii) In the circumstances, should the fees of the CCAA Representative be paid by the Canadian Debtors?

[9] On these issues, I conclude as follows:

- (i) the interests of the Canadian Personal Injury Claimants are represented in the CCAA proceedings and in the Chapter 11 proceedings;
- (ii) it is not necessary or appropriate to appoint the Québec Plaintiff as CCAA Representative and to appoint the proposed CCAA Representative Counsel to represent the Canadian Personal Injury Claimants in the CCAA proceedings and, as necessary, in the Chapter 11 proceedings; and
- (iii) the fees of the CCAA Representative Counsel should not be paid by the Canadian Debtors.

### **BACKGROUND**

[10] The Endo Group operates a global specialty pharmaceutical business that develops, manufactures and sells branded and generic products to customers.

[11] Endo Parent is headquartered in Ireland. The majority of Endo Group's business is conducted in the United States.

[12] The Canadian Debtors are members of the Endo Group. Paladin Labs, the Canadian operating company, sells products that it owns, licences or distributes to a variety of customers.

[13] The Endo Group states that the Chapter 11 Cases were necessitated by a number of factors, including a highly leveraged capital structure that became unsustainable due to declining financial performance. The Endo Group also sought to obtain a stay of thousands of lawsuits relating to the Endo Group's marketing and sale of opioid products.

[14] The Endo Group's capital structure consists of funded debt obligations in the principal amount of US\$8.15 billion, which obligations are guaranteed by the Canadian Debtors. The debt obligations includes US\$5.9 billion in Prepetition First Lien Indebtedness and US\$941 million in Prepetition Second Lien Note Indebtedness. The Prepetition First Lien Indebtedness and Prepetition Second Lien Note Indebtedness are secured against substantially all of the Endo Group's assets, including the asset of the Canadian Debtors.

[15] The complaints of the Québec Plaintiff are as follows:

- (i) issues with respect to the conduct of Endo Parent and certain of its affiliates at a time when they were exposed to a number of lawsuits related to their opioid products. The Québec Plaintiff contends that the filing for bankruptcy protection was deliberately delayed until August 2022 in order to implement a strategic plan whereby inter-company transactions were effected to insulate the Endo Group from opioid-related claims and to intentionally reduce the assets available to Opioid Claimants. The CCAA

Initial Recognition Application alleged that the Canadian Debtors are guarantors of the US\$8.15 billion of funded indebtedness of certain members of the Endo Group. The Québec Plaintiff contends that it appears that the intercompany transactions with the Canadian Debtors were structured and had the same *modus operandi* as the alleged fraudulent transactions described in the OCC (defined below) proceeding;

- (ii) two directors of the Canadian Debtors awarded themselves prepaid executive bonuses in contemplation of the filing for bankruptcy protection;
- (iii) despite the allegations of wrongdoing, in March 2023, an agreement was reached with the Debtors (the "OCC Agreement"). By entering into the OCC Agreement, the OCC's investigation into the Debtors' affairs ended without pursuing the issues referenced in (i) above;
- (iv) issues with the Bidding Procedure Order and the Bar Date Order. On April 25, 2023, Paladin Labs, in its capacity as Foreign Representative, requested recognition of the Bidding Procedure Order and the Bar Date Order (the "Fourth Motion"). The Québec Plaintiff contends that counsel for the Québec Plaintiff were advised by the OCC on July 24, 2023 that the proof of claim filed by the Québec Plaintiff will not be accepted. Individual claims had to be filed. In addition, in order to participate in the trust and receive any recovery, opioid victims must opt in and provide contractual releases of their claims in favour of, *inter alia*, the Stalking Horse Bidder, the Endo Group and its directors and officers; and
- (v) even assuming that their claims are accepted, the projected recovery pursuant to this claims process for Canadian Personal Injury Claimants is negligible. Of the maximum amount of US\$119.2 million available to fund the trust being established for personal injury claimants, in July 2, 2023, counsel to the OCC advised that only half of the trust funds will be distributed among direct personal injury victims (i.e. a little less than US\$60 million). The projected recovery for each personal injury victim and is less than US\$700 each. This is in comparison to the amounts sought in the Québec opioid class action of damages of Cdn. \$30,000 to be paid to each class member as well as the amount of Cdn. \$25 million in punitive damages.

[16] In order to address these complaints, it is necessary to consider the status of the Chapter 11 proceedings in the United States and the recognition proceedings in Canada.

[17] On August 16, 2022, Endo International PLC ("Endo Parent") and certain of its affiliates (collectively, the "Debtors"), including Paladin Labs, commenced voluntary cases under Chapter 11 of the United States Bankruptcy Code (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

[18] Paladin Labs, in its capacity as Foreign Representative of the Chapter 11 Cases (the “Foreign Representative”), then brought an application seeking recognition of the Chapter 11 Cases in proceedings under Part IV of the CCAA.

[19] The Initial Recognition Order was granted by this court on August 19, 2022, and recognized Paladin Labs as the Foreign Representative and the Chapter 11 Cases as a “Foreign Main Proceeding”. A Supplemental Order (Foreign Main Proceeding), among other things, appointed KSV Restructuring Inc. as the Information Officer (the “Information Officer”).

[20] The Initial Recognition Order and the Supplemental Order were granted pursuant to the provisions of sections 47 – 50 of the CCAA.

[21] The granting of the Initial Recognition Order has the effect of triggering s. 52(1) of the CCAA which provides:

52(1) if an order recognizing a foreign proceeding is made, the court shall cooperate, to the maximum extent possible, with the Foreign Representative and the foreign court involved in the foreign proceeding.

[22] On September 2, 2022, the US Trustee appointed the Official Committee of Opioid Claimants (the “OCC”), a statutory committee, as fiduciary for all holders of current claims arising from alleged harm suffered due to the Debtors’ opioid products and practices, regardless of where they reside (the “Opioid Claimants”). The Canadian Personal Injury Claimants form part of the constituency of the OCC.

[23] On October 27, 2022, the Bankruptcy Court entered the Cash Collateral Order. The Cash Collateral Order was recognized by this Court on November 29, 2022 pursuant to the Third Supplemental Order.

[24] The Cash Collateral Order contains certain “Debtors’ Stipulations” relating to the Prepetition First Liens – which are liens over the assets of the Debtors (including the Canadian Debtors) securing the Prepetition First Lien Indebtedness – including the following:

- (a) “the Prepetition First Liens are valid, binding, properly perfected, enforceable, non-avoidable liens on and security interests in the Prepetition Collateral”;
- (b) “the Prepetition First Liens were granted... for fair consideration and reasonably equivalent value”; and
- (c) no portion of the Prepetition First Liens or Prepetition First Lien Indebtedness is subject to any challenge, cause of action, or defence, including... re-characterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defence, counterclaim... pursuant to the Bankruptcy Code or nonbankruptcy law.”

[25] Section 19(a) of the Cash Collateral Order provides that the Debtors’ Stipulations are binding upon all parties in interest unless and to the extent that a party in interest has timely and properly filed an adversary proceeding or contested matter under the bankruptcy rules by the

“Challenge Period”. For all parties in interest other than the Committees and the FCR, the challenge period was 75 calendar days after entry of the Cash Collateral Order (i.e. January 10, 2023).

[26] Section 19(b) of the Cash Collateral Order states that, upon the expiry of the challenge period without the filing of a Challenge (or if any such Challenge is filed and overruled), *inter alia*:

- (a) “any and all such Challenges by any party... shall be deemed to be forever barred”;
- (b) “the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured liens, not subject to recharacterization...”; and
- (c) “all of the Debtors’ stipulations and admissions contained in this [Cash Collateral Order], including the Debtors’ Stipulations... and all other stipulations as to the priority, extent, and validity as to the Prepetition Secured Parties’ claims, liens, and interests contained in this [Cash Collateral 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.”

[27] The Québec Plaintiff did not object to the Cash Collateral Order in the Chapter 11 Cases or to the recognition of the Cash Collateral Order in the Canadian Recognition Proceedings.

[28] The Québec Plaintiff did not file any objection to the Debtors’ Stipulations (including those relating to the Prepetition First Liens granted by the Canadian Debtors) before the Challenge Period. The Québec Plaintiff has never challenged the Debtors’ Stipulations in the Chapter 11 Cases.

[29] On January 27, 2023, the Bankruptcy Court entered the Mediation Order ordering the Debtors and certain of their key stakeholders to participate in the Mediation to attempt to resolve objections to the Debtors’ Sale Process and issues relating to the Joint Standing Motion. The mediation was conducted by the Honorable Shelley C. Chapman, a retired judge of the Bankruptcy Court. Ultimately the Committees reached a resolution with the *Ad Hoc* First Lien Group in March 2023 as memorialized in the Resolution Stipulation. Further details of the Resolution Stipulation are discussed below.

[30] On April 3, 2023, the Bankruptcy Court entered (a) the Bidding Procedures Order, authorizing the Debtors to conduct the Sale Process; and (b) the Bar Date Order, establishing a process and procedures for the filing of claims against the Debtors and setting related deadlines. The Bidding Procedures Order and the Bar Date Order were recognized by this Court pursuant to the Fourth Supplemental Order on April 25, 2023.

[31] The Bidding Procedure Order provided that all of the Debtors' assets would be sold to the successful bidder and the Bar Date Order, *inter alia*, authorized the procedures for filing proofs of claim, the forms and the notice plan.

[32] The Third Vas Affidavit, filed in support of the request for the Fourth Supplemental Order states that on March 3, 2023, the U.S. Bankruptcy Court was informed that agreements in principle had been reached between the Debtors and various stakeholders, including the OCC.

[33] The Québec Plaintiff complains that the Bar Date Order does not permit the Québec Plaintiff to file a proof of claim on a class basis.

[34] The Québec Plaintiff did not object to, or seek a modification, of the Bar Date Order in the Chapter 11 Cases, nor did it raise any issues when the Bidding Procedures Order and the Bar Date Order were recognized by this Court.

[35] The Bidding Procedures Order and the Bar Date Order approved a plan for providing notice to known and unknown claimants and parties in the interest (the "Notice Plan") of (a) the proposed sale of substantially all of the Debtors' assets and critical dates related thereto; and (b) deadlines for all entities and persons to file a proof of claim against any of the Debtors.

[36] In Canada, the Notice Plan included notices in English and French-language magazines and newspapers, online display advertising, social media advertising and press releases.

[37] Pursuant to the Bidding Procedures Order, objections to the Sale were required to be filed by July 14, 2023. The Québec Plaintiff did not file an objection to the Sale in the Chapter 11 Cases.

[38] Commencing in April 2023, the Debtors conducted extensive sale process (the "Sale Process"), and any sale identified therein, (a "Sale") pursuant to the Bidding Procedures Order, underpinned by a stalking horse bid by the *Ad Hoc* First Lien Group (the "Stalking Horse Bid") pursuant to which Tensor Limited (the "Buyer"), an entity formed by the *Ad Hoc* First Lien Group, would acquire substantially all of the Debtors' assets in exchange for a credit bid of the Prepetition First Lien Indebtedness and certain additional cash and non-cash consideration. As noted above, the Prepetition First Lien Indebtedness is guaranteed by, and secured against the assets of, the Canadian Debtors. The Sale Process did not identify any superior bids, which would be capable of repaying in full the US\$5.9 billion principal amount of the Prepetition First Lien Indebtedness.

[39] The Foreign Representative points out that the Sale is supported by key unsecured stakeholder groups of the Debtors, including the OCC, the Official Committee of Unsecured Creditors (the "UCC"), the representative for future claimants appointed by the Bankruptcy Court (the "FCR"), and his Majesty the King in Right of the Province of British Columbia in each of the other Canadian provinces and territories (collectively the "Canadian Governments").

[40] The Debtor has since adjourned the Sale Hearing several times while it attempts to resolve a limited number of objections

[41] The Foreign Representative points out that the OCC has served as a fiduciary for the interests of all Opioid Claimants, including the Canadian Personal Injury Claimants, throughout the Chapter 11 Cases. In January 2023, the OCC and the UCC (collectively, the "Committees")

jointly filed the Joint Standing Motion seeking standing to commence and prosecute for complaints, certain of which related to the validity and extent of the lien securing the Prepetition First Lien Indebtedness. The Joint Standing Motion was the culmination of efforts by the Committees since their September 2022 appointment to investigate “the Debtors’ prepetition conduct, capital structure, secured debt obligations and asset base to determine whether certain of the Debtors’ assets are unencumbered and whether causes of action exist that may serve to return value to the Debtors’ estates and provide a recovery for unsecured creditors.”

[42] As noted at [30] above, after much negotiation, a resolution was reached as memorialized in the Resolution Stipulation.

[43] Pursuant to the Resolution Stipulation and the accompanying OCC Resolution Term Sheet, the *Ad Hoc* First Lien Group agreed to, *inter alia*, establish a trust for the benefit of present private opioid claimants (the “PPOC Trust”) on closing of the Sale and fund it with aggregate cash consideration of US\$119.2 million. In exchange, the Committees agree to hold in abeyance their prosecution of the Joint Standing Motion and to withdraw their objection to the Proposed Sale.

[44] The Foreign Representative points out that if implemented, the PPOC Trust will deliver a significant recovery for Opioid Claimants who voluntarily elect to participate in the trust exchange by providing a consensual, contractual release of the Debtors, the Buyer and other interested parties. The individual Opioid Claimants will receive a recovery on their unsecured claims – despite the Sale Process not identifying any bid sufficient to pay in full the US\$5.9 billion in Prepetition First Lien Indebtedness.

[45] Further, Canadian Personal Injury Claimants who have timely filed a proof of claim are entitled to participate in the sub-trust of the PPOC Trust (the “Personal Injury Sub-Trust”), subject to its terms and approval by the Bankruptcy Court. The Foreign Representative points out that the Canadian Personal Injury Claimants are expected to be treated exactly the same as similarly situated Opioid Claimants in the United States.

## **DISCUSSION**

[46] For the following reasons, I find that the complaints referenced by the Québec Plaintiff in [15] above have been fully addressed in the Chapter 11 Cases and through the recognition proceedings in this Court.

[47] The Chapter 11 Cases are being administered in the Bankruptcy Court. The U.S. Court is the forum for the Foreign Main Proceeding and the primary forum for the restructuring of the Debtors, including the Canadian Debtors. The role of this Court is significantly different from the Bankruptcy Court.

[48] In this proceeding, the foreign representative applied to this Court and received recognition of the foreign proceeding as a Foreign Main Proceeding. This order was not challenged and remains in effect.

[49] In CCAA recognition proceedings, such as this proceeding, it is not the role of this Court to second guess or to conduct an initial assessment of the merits. Rather, the appropriate inquiry

is to consider whether the orders made in the Chapter 11 Cases should be recognized. This issue was considered and the orders in question have been recognized in this CCAA Part IV proceeding.

[50] A number of long-standing orders have been granted by the Bankruptcy Court – which contain important processes and deadlines and the Debtors and all of their stakeholders have observed these orders in the course of advancing the Chapter 11 Cases.

[51] Section 52(1) of the CCAA requires this Court to cooperate, to the maximum extent possible, with the foreign representative and the Bankruptcy Court. This has occurred as evidenced by the number and scope of the orders of the Bankruptcy Court that have been recognized by this Court.

[52] The relief sought by the Québec Plaintiff, if granted, would have a significant impact on many stakeholders and a number of matters already addressed in the Chapter 11 Cases.

[53] The OCC has advanced the interest of Opioid Claimants. They have been involved during all stages of this restructuring. This is to be contrasted with the participation of the Québec Plaintiff and Plaintiff's Counsel. Plaintiff's Counsel was advised of the commencement of the Chapter 11 Cases and the Canadian Recognition Proceedings on August 23, 2022. The Québec Plaintiff did not raise any objections in the Chapter 11 Cases or the Canadian Recognition Proceedings until the filing of this motion. In particular,

- (a) the Québec Plaintiff did not challenge the appointment of the OCC to represent the interests of all Opioid Claimants, including the interests of Canadian Personal Injury Claimants;
- (b) the Québec Plaintiff has not brought a motion before the Bankruptcy Court for its appointment as a class representative;
- (c) although the Québec Plaintiff states that the purported absence of representation of Canadian Personal Injury Claimants “only started to become apparent after late July 2023” when the Joint Standing Motion was provided to Plaintiff's Counsel by counsel to the OCC, the Joint Standing Motion was filed in the Chapter 11 Cases on January 23, 2023 and described in the Third Vas Affidavit filed by the Foreign Representative in these proceedings in April 2023 and in the Third Report of the Information Officer dated April 20, 2023;
- (d) the Québec Plaintiff did not raise any objection to the Bar Date Order entered by the Bankruptcy Court on April 3, 2023 or to its recognition by this Court pursuant to the Fourth Supplemental Order dated April 25, 2023;
- (e) the Québec Plaintiff did not challenge the lien securing the Prepetition First Lien Indebtedness or the prepetition Second Lien Notes Indebtedness prior to January 10, 2023 as required pursuant to the Cash Collateral Order. This addresses the complaints of the Québec Plaintiff outlined at [15](i) above;

- (f) the Québec Plaintiff did not request to participate in the Mediation, which commenced in January 2023 and resulted in the resolution of the Joint Standing Motion; and
- (g) the Québec Plaintiff did not file any objection to the Sale in the Chapter 11 Cases by the July 14, 2023 deadline.

[54] The Québec Plaintiff's motion suffers from a lack of timeliness. The case started in August 2022. The OCC has acted as a fiduciary for all Opioid Claimants throughout the proceedings. The OCC investigated the lien securing the Prepetition First Lien Indebtedness and engaged in the Mediation on behalf of its constituents, which include the Canadian Personal Injury Claimants. The Québec Plaintiff references allegations raised by the OCC in its investigation of the Prepetition First Lien Indebtedness. These allegations were never tested in court and were subsequently resolved through a settlement. The OCC was part of the settlement. The Mediation resulted in a resolution in March 2023 that will enable Present Private Opioid Claimants, including Canadian Personal Injury Claimants, who filed timely proofs of claim, to obtain a recovery on their unsecured claims despite the significant deficiency on the Prepetition First Lien Indebtedness. The Québec Plaintiff and the Canadian Personal Injury Claimants will receive the same treatment in the Chapter 11 Cases as other like claimants in the Chapter 11 Cases.

[55] It is also apparent that the Québec Plaintiff is precluded by several orders entered by both the Bankruptcy Court and this Court from undertaking its stated objectives if it is appointed CCAA Representative – namely to investigate and invalidate the guarantees and lands granted by the Canadian Debtors; to file a class wide proof of claim; and to petition this Court to revoke recognition of the Chapter 11 Cases as the Foreign Main Proceeding . The investigation to invalidate the guarantees and liens is precluded pursuant to the terms of the Cash Collateral Order. Issues relating to a class wide proof of claim have been addressed and are not permitted under the Bar Date Order.

[56] Further, any attempt to revoke recognition of the Chapter 11 Cases as the Foreign Main Proceeding is nothing more than a collateral attack on this Court's Initial Recognition Order.

[57] In addition, I am satisfied that there are no public policy issues that would engage s. 61(2) of the CCAA.

[58] In my view, it would be unfair and prejudicial to the Debtors and their stakeholders if the Québec Plaintiff could, at this point, ignore the existing process and timelines in the Chapter 11 Cases and bring this motion and obtain the requested relief in its attempt to reopen settled matters in the Chapter 11 Cases.

[59] The Québec Plaintiff takes issue with the projected recovery for Canadian Personal Injury Claimants negotiated by the OCC. The Québec Plaintiff may question the projected recovery, but the projected recovery for Canadian Personal Injury Claimants is expected to be exactly the same as Opioid Personal Injury Claimants in the United States. There will be a recovery, notwithstanding that there is insufficient value to repay in full the Prepetition First Lien Indebtedness or any value to repay the prepetition second lien notes indebtedness. Both liens rank in priority to the unsecured claims of Opioid Claimants.

[60] At all times, it is important to remember that these Chapter 11 Cases have been recognized by this Court as a Foreign Main Proceeding . The primary proceedings are being adjudicated in the Chapter 11 Cases. It was open to the Québec Plaintiff to seek relief from the Bankruptcy Court and/or to object to the Bankruptcy Court approval of the Debtors' restructuring in the Chapter 11 Cases. The Québec Plaintiff declined to get involved. The attempt to obtain such relief in this Court is not appropriate in the circumstances.

[61] The same conclusion was reached in *Re Voyager Digital Ltd.*, CV-22-00683820-00CL, August 11, 2022, where Cavanagh J. stated:

The U.S. Proceeding has been recognized as the foreign main proceedings and it is the plenary proceeding. The U.S. Bankruptcy Court is the forum in which the restructuring of VDL and the other debtors will take place. The requested order, even if it were granted, would still require a motion to the U.S. Bankruptcy Court for the appointment of representative counsel to represent the interests of the VDL shareholders in relation to the U.S. Proceeding, including any restructuring plan, so any efficiencies in having this motion heard in this Court are limited.

In my view, given that the U.S. Bankruptcy Court is presiding over the plenary proceeding, and this Court has recognized the U.S. Proceeding as the foreign main proceedings under Part IV of the CCAA, the requested order to appoint representative counsel should be sought from the U.S. Bankruptcy court and not from this Court. This is consistent with the scheme of Part IV of the CCAA. It is open to the U.S. Bankruptcy Court to seek the assistance and cooperation of this Court in respect of any such request, including recognition of any Order made in the U.S. Proceeding and a request for consideration of any ancillary Order in the Canadian proceeding that may be needed to give effect in Canada to such an Order.

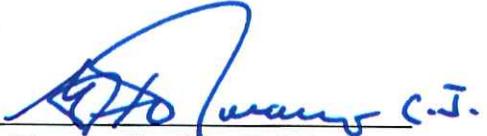
[62] The same analysis and conclusion is applicable in this case.

### DISPOSITION

[63] The relief sought herein should have been brought in the Chapter 11 Cases.

[64] It is also open to the Québec Plaintiff to oppose any future recognition of the Debtors restructuring in these proceedings. However, I have not been persuaded that the Québec Plaintiff needs to be appointed CCAA Representative on behalf of all Canadian Personal Injury Claimants in order to advance their arguments. It follows that the appointment of CCAA Representative Counsel is not required nor should an order be made to pay the fees of Representative Counsel.

[65] The motion is dismissed.

  
Chief Justice Geoffrey B. Morawetz

**Date:** January 17, 2024

**THIS IS EXHIBIT "U"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Apell*

---

Commissioner for Taking Affidavits

Joel Shafferman, Esq.  
**Shafferman & Feldman, LLP**  
Local counsel for Quebec Plaintiff, Jean-François  
Bourassa, on behalf of the Quebec Class Action  
Claimants  
137 5<sup>th</sup> Avenue, 9<sup>th</sup> Floor  
New York, New York 10010  
Telephone: (212) 509-1802  
Facsimile: (212) 509-1831  
E-mail: [shaffermanjoel@gmail.com](mailto:shaffermanjoel@gmail.com)

**Hearing Date: March 19, 2024 at  
10:00 a.m. (ET)**  
**Objection Deadline: February  
22, 2024 at 4:00 p.m. (ET)**

Margo R. Siminovitch and Betlehem L. Endale  
**Fishman Flanz Meland Paquin LLP**  
Quebec Counsel  
4100-1250 René-Lévesque Blvd. West  
Montréal, Québec H3B 4W8  
Telephone: 1 (514) 932-4100  
Facsimile : 1 (514) 932-4170  
E-mail: [msiminovitch@ffmp.ca](mailto:msiminovitch@ffmp.ca), [bendale@ffmp.ca](mailto:bendale@ffmp.ca)

André Lespérance  
**Trudel Johnston & Lespérance**  
90-750 Côte de la Place d'Armes  
Montréal, Québec H2Y 2X8  
Telephone: 1 (514) 871-8385  
Facsimile : 1 (514) 871-8800  
E-mail: [andre@tjl.quebec](mailto:andre@tjl.quebec)

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

*In re:*

ENDO INTERNATIONAL PLC, *et al.*,

Debtors<sup>1</sup>

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

**OBJECTION TO THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ENDO INTERNATIONAL PLC AND ITS AFFILIATED  
DEBTORS**

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

**TABLE OF CONTENTS**

PRELIMINARY STATEMENT ..... 1

    A. The Quebec Opioid Class Action..... 4

    B. The Opioid Crisis in Canada and the Impact on the Quebec Class Action Claimants... 6

    C. The Claim of the Quebec Plaintiff as Compared to Other Personal Injury Opioid  
    Claims..... 7

    D. Recognition of U.S. Bankruptcy Court Orders in Canada ..... 11

    E. The Alleged Conduct of the Debtors to Intentionally Harm Opioid Claimants,  
    including the Quebec Class Action Claimants..... 12

ARGUMENT ..... 18

    I. THE PROPOSED PLAN SHOULD NOT BE CONFIRMED ..... 18

        A. A Plan that is the Result of the Debtors’ Specific Intent to Evade Compensating  
        the Victims of their Opioid Products Transgresses Equitable Standards ..... 19

        B. The Plan Unfairly Prejudices the Quebec Plaintiff and the Quebec Class Action  
        Claimants..... 21

RESERVATION OF RIGHTS ..... 28

CONCLUSION..... 28

**TABLE OF AUTHORITIES**

<b>Cases from US</b>	<b>Pages</b>
<i>Ad Hoc. Comm. of Non-Consenting Creditors v. Peabody Energy Corp. (In re Peabody Energy Corp.)</i> , No. 18-1302 (8 <sup>th</sup> Cir. Aug. 9, 2019).....	19
<i>Fulton County Dept. of Human Services v. Dodd (In re Dodd)</i> , 276 B.R. 817 (Bankr. N.D. Ohio 2001) .....	20
<i>Gugino v. Kerslake (In re Clark)</i> , 543 B.R. 16 (Bankr. D. Idaho 2015) .....	20
<i>In re Ditech Holding Corp.</i> , 606 B.R. 544 (Bankr. S.D.N.Y. 2019) .....	19
<i>In re Dow Corning Corp.</i> , 280 F.3d 648 (6 <sup>th</sup> Cir. 2002).....	19, 25, 26
<i>In re Global Indus. Technologies, Inc.</i> , 645 F.3d 201 (3d Cir. 2011) .....	18
<i>In re Purdue Pharma L.P.</i> , 633 B.R. 53 (Bankr. S.D.N.Y 2021).....	24, 25, 26, 27
 <b>Cases from Canada (for reference purposes only)</b>	
<i>Imperial Tobacco Canada ltée c. Conseil Québécois sur le tabac et la santé</i> , 2019 QCCA 358 (Unofficial English Translation of the Judgment of the Court is available at <a href="https://www.canlii.org/en/qc/qcca/doc/2019/2019qcca358/2019qcca358.html">https://www.canlii.org/en/qc/qcca/doc/2019/2019qcca358/2019qcca358.html</a> .....	8
<i>Labourers’ Pension Fund of Central and Eastern Canada v. Sino-Forest Corporation</i> , 2013 ONSC 1078, leave to the Court of Appeal dismissed (2013 ONCA 456), leave to the Supreme Court of Canada dismissed (2014 CanLII 11054 (SCC) .....	10
<i>Létourneau c. JTI-MacDonald Corp.</i> , 2015 QCCS 2382 .....	8
 <b>Statutes</b>	
11 U.S.C. § 105(a) .....	19
11 U.S.C. § 501.....	21
11 U.S.C. § 1109(b) .....	18
11 U.S.C. § 1122.....	25
11 U.S.C. § 1128(b).....	18
11 U.S.C. § 1129.....	18
11 U.S.C. § 1129(a) .....	19
11 U.S.C. § 1129(b) .....	21

*Charter of Human Rights and Freedoms* CQLR c C-12 ..... 8  
*Charter of the French Language*, CQLR c C-11 ..... 8, 28  
*Civil Code of Quebec*, CQLR c CCQ-1991 ..... 7  
*Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 ..... 11  
*Opioid-related Damages and Health Care Costs Recovery Act*, chapter R-2.2.0.0.01 ..... 7, 9, 23  
*Tobacco-Related Damages and Health Care Costs Recovery Act*, Chapter R-2.2.0.0.1 ..... 9

**Other Authorities**

E.J. Simpson, *Chapter 11 Reorganization: Modification & Confirmation of the Plan*, 3 Bankr. Dev. J. 407 (1986)..... 19  
Nicholas A. Mirkay III, *Bankruptcy and Class Actions: The Continuing Conflict over Class Proofs of Claim*, 56 MO. L. REV. (1991)..... 22  
Tori Remington, *Bankruptcy's Class Act: Class Proofs of Claim in Chapter 11*, 124 DICK. L. REV. 203 (2019) ..... 22

The firms Fishman Flanz Meland Paquin LLP and Trudel Johnston Lespérance (“**Quebec Class Counsel**”) are co-counsel for the plaintiff Jean-François Bourassa (the “**Quebec Plaintiff**”) in Quebec Superior Court file #500-06-001004-197 (the “**Quebec Opioid Class Action**”). The action was instituted on a class basis on behalf of residents of the Province of Quebec who were prescribed opioid drugs (the “**Quebec Class Action Claimants**”), including the products of Paladin Labs Inc. (“**Paladin Labs**”), and suffered or are suffering from opioid use disorder. By his local New York attorneys, Shafferman & Feldman LLP, the Quebec Plaintiff respectfully files this objection to the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International Plc and its Affiliated Debtors* filed on February 20, 2024 (the “**Objection**”)<sup>2</sup> and, in support of this Objection, states the following:

### **PRELIMINARY STATEMENT**

1. The Quebec Plaintiff objects to confirmation of the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and Its Affiliated Debtors* [Docket No. 3695] (the “**Plan**”<sup>3</sup>) on the basis that the Plan: (i) has not been proposed in good faith; and (ii) is predicated on a claims process that ignores the procedural and substantive rights of the Quebec Class Action Claimants who have been harmed by the opioid products manufactured, marketed, sold and/or distributed by Paladin Labs, one of the Canadian Debtors (defined below).
  
2. The Quebec Plaintiff filed a “without prejudice” Proof of Claim on behalf of the Quebec Class Action Claimants, claiming CDN\$25 million for punitive damages and CDN\$30 million,

---

<sup>2</sup> Capitalized terms used but not defined in this Objection shall have the meanings given to such terms in the Plan (as defined herein) and in the Endale Declaration.

<sup>3</sup> The Plan, which was initially filed on December 19, 2023, was amended a few times: Docket Nos. 3355, 3523, 3535, 3695.

being the estimated compensatory damages suffered by class members, subject to adjustment based notably on class size and market share. (Endale Declaration ¶12).

3. To ensure that the Proof of Claim was submitted within the delay for filing, it was communicated both by FedEx and e-mail. Two confirmations were sent to Quebec Class Counsel, indicating that the Proof of Claim form was received on July 6, 2023. The fact that the Proof of Claim concerned a single claim was apparently not discerned and two claim numbers were assigned, being claim numbers 70841 and 91730. (Endale Declaration ¶13).

4. Although Quebec Class Counsel summarily tracked the evolution of the Chapter 11 Proceedings, the absence of any representative from Quebec or even Canada in the process only started to become apparent after late July 2023. At that time, Quebec Class Counsel was provided with the redacted OCC Complaint (defined below) and was advised on an informal basis that the Quebec Plaintiff's Proof of Claim would not be accepted as the claim had been filed on a class basis. (Endale Declaration ¶14).

5. The disparity between the number of proofs of claim filed in the Chapter 11 Proceedings by Canadians and the actual number of Quebec residents that have been harmed by opioids, including Paladin Labs' products, illustrates the prejudicial impact of a process that: (i) did not include an advocate for Quebec residents in the discussions and negotiations that led to a Plan that is not the product of good faith dealings; (ii) ignored the distinct character of the Quebec civil law in the classification of claims; and (iii) would reject the Proof of Claim on the basis that it was filed on behalf of a class.

6. As well, following an investigation into the Debtors' affairs, serious allegations were made to the effect that: (i) at least as early as 2018, the Debtors' conceived and effected a complex inter-

company scheme code-named “Project Zed” for the specific purpose of depriving opioid claimants of the recoveries that they would otherwise have been entitled to in a bankruptcy; and (ii) illegally prepaid insiders and directors, including the directors of the Canadian Debtors, millions of dollars in “bonuses” in anticipation of the filing for bankruptcy protection. The investigation was never completed and these allegations have been set aside by the parties who purportedly were responsible for representing the interests of all personal injury opioid claimants (“**PI Opioid Claimants**”).

7. The Disclosure Statement [Docket No. 3554] asserts that the Plan is the product of extensive arms’-length negotiations conducted among key stakeholders and that the Plan is in the best interests of all holders of claims and interests. (Endale Declaration ¶19). However, the Plan was developed in the absence of any consultation with the Quebec Plaintiff or Quebec Class Counsel and is not in the best interests of the Quebec Class Action Claimants.

8. In Canada, on January 17, 2024, the CCAA Court refused to appoint the Quebec Class Counsel as representative counsel for all Canadians harmed by the Debtors’ opioid products, on the bases that the request should have been made earlier and that the relief sought should have been brought in the U.S. Bankruptcy Court. The CCAA Court held that it is open to the Quebec Plaintiff to oppose any future recognition of the Debtors’ restructuring in these proceedings. (Endale Declaration ¶16).

9. The Quebec Plaintiff submits that the Plan should not be confirmed by this Court or, if this Court were to confirm the proposed Plan, the Court should grant any and all such other relief that it considers necessary and appropriate to ensure that the rights of the Quebec Plaintiff and the Quebec Class Action Claimants are protected.

10. The Quebec Plaintiff intends to oppose recognition in Canada of an Order by this Court confirming the Plan on the basis that the Plan is prejudicial to the rights and interests of the Quebec Plaintiff and the Quebec Class Action Claimants.

**A. The Quebec Opioid Class Action**

11. On May 23, 2019, the Quebec Opioid Class Action was instituted in the Quebec Superior Court (the “**Quebec Court**”) against more than thirty pharmaceutical entities (the “**Quebec Defendants**”), including Paladin Labs, seeking compensatory damages of CDN\$30,000 (with interest and additional indemnity) to be paid to each class member as well as the amount of CDN\$25 million in punitive damages to be paid by each of the Quebec Defendants which manufactured, marketed, distributed and/or sold opioids (Endale Declaration ¶3, Exhibit A).

12. Paladin Labs manufactured, sold, marketed and/or distributed opioid drugs, including Abstral (fentanyl), Fiorinal (codeine), Metadol (methadone), Nucynta (tapentadol), Statex (morphine) and Tridural (tramadol) in the Province of Quebec. (Endale Declaration ¶4).

13. While Paladin Labs participated in all of the previous management conferences and hearings, the authorization (certification) hearing did not proceed against Paladin Labs in view of the stay of proceedings issued by the CCAA Court on August 17, 2022. (Endale Declaration ¶8).

14. The Canadian Debtors are among the Debtors (collectively, the “**Endo Group**”) who filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the “**Chapter 11 Proceedings**”) before this Court. Paladin Labs is the only entity in the Endo Group that is a Quebec Defendant. (Endale Declaration ¶9).

15. As appears on its website, Paladin Labs is headquartered in Montreal (Province of Quebec) and holds itself out to be “*one of Canada’s pioneering specialty pharmaceutical companies.*”

(Endale Declaration ¶5). Indeed, Paladin Labs was an extremely successful and profitable Canadian enterprise, having produced a 4,600% increase in value for its shareholders over the 19 years of its operation prior to its ultimate acquisition by Endo Group in 2014, in a deal estimated to be worth approximately CDN \$3.1 billion. (Endale Declaration ¶6). In the Debtors' Disclosure Statement, it is asserted that "*Endo's International Pharmaceuticals segment sells a variety of specialty pharmaceutical products outside the U.S., primarily in Canada through Debtor Paladin Labs Inc. (...) Revenues generated by this segment are primarily attributable to consumers located in Canada.*" [Emphasis added] [Docket No. 3554, page 31 of 202].

16. As early as January 2018, the Debtors retained legal counsel to consider strategic alternatives to address a tsunami of lawsuits, mostly related to the Debtors' opioid products and engaged restructuring advisors a month later. (Bradley Declaration ¶65 [Docket No. 38]). The Bradley Declaration acknowledges that the Canadian opioid-related lawsuits were filed as class actions and, like the opioid claims made in the United States, are generally based on allegations that the Debtors made misrepresentations and/or omissions in connection with their sale and marketing of prescription opioid medications. (Bradley Declaration ¶51).

17. The Official Committee of Opioid Claimants (the "OCC") was appointed in the Chapter 11 Proceedings and describes its role as a fiduciary for all holders of claims arising from harm caused by the Debtors' opioid products and practices in recognition of (...) "*the importance of providing thousands of Opioid Claimants with the ability to participate in the Chapter 11 Cases by and through an official committee.*" [Emphasis added] [Docket no. 237 ¶1].

18. Indeed, since 2019, the Debtors were negotiating with the Opioid Committees to attempt to resolve the opioid claims and, since March 2020, they (a) held many calls, (b) exchanged

hundreds of emails, (c) exchanged voluminous documents, and (d) discussed various constructs for a potential global settlement. (Bradley Declaration ¶69).

19. However, although the Quebec Opioid Class Action was instituted in May 2019, no such calls, emails, documents or discussions included the Quebec Plaintiff or Quebec Class Counsel. In fact, the Quebec Class Counsel became aware that the Canadian Debtors were involved in the Debtors' bankruptcy filing on August 23, 2022, when counsel for Paladin Labs wrote to the Quebec Court advising the Quebec Court that the CCAA Court had issued an interim order staying all proceedings in Canada against Paladin Labs. (Endale Declaration ¶18).

**B. The Opioid Crisis in Canada and the Impact on the Quebec Class Action Claimants**

20. Canadians are the second highest consumers of prescription opioids in the world (after the United States) and opioid addiction in Canada has been declared a major public health crisis. (Endale Declaration ¶23).

21. The Quebec Opioid Class Action proceedings (Exhibit A to the Endale Declaration), describe the Canadian opioid crisis which, like in the United States, was largely caused by the marked increase in the practice of prescribing opioids to alleviate pain. Traditionally, the medical use of opioids was very restricted, generally being prescribed only for palliative care and short-term acute pain. This changed in the mid-1990s when pharmaceutical companies began to downplay the risks associated with opioid drugs, particularly for the treatment of chronic pain, in the absence of independent scientific evidence to support the information they communicated to healthcare professionals and the public about the benefits and risks associated with opioids. As alleged in Exhibit A, the widespread harm to individuals caused by opioid use was the foreseeable consequence of the pharmaceutical industry's actions.

22. A study on opioid-related deaths in Quebec found, *inter alia*, that fatal poisoning caused by opioids increased by more than 40% between 2005 and 2009 and more than 90% of such fatalities were due to prescription opioids. (Endale Declaration ¶24, Exhibit A ¶2.136).

23. In response to the devastating impact that opioid drugs have had on the health of Canadians, the federal and provincial governments introduced legislation directed at the pharmaceutical industry. By way of illustration, in 2018, the Canadian federal government mandated that all opioid products carry the explicit warning that “*opioids can cause dependence, addiction and overdose*”. (Endale Declaration ¶25, Exhibit A ¶¶2.144-2.145).

24. In Quebec, the Opioid-Related Act came into force in late 2023. (Endale Declaration ¶26). In commentary about the background of this legislation, the following explanation was provided at the Quebec National Assembly on October 5, 2023: “*This [the Opioid-Related Act] is the equivalent of the bill that was adopted a few years ago, when there were legal actions against tobacco companies in order to address the consequences of smoking on the health of Quebecers. So this concerns opioids. This is a subject that is extremely serious. And there are legal proceedings that are currently underway*”. [Unofficial translation] (Endale Declaration ¶27).

### **C. The Claim of the Quebec Plaintiff as Compared to Other Personal Injury Opioid Claims**

25. The factual allegations underlying the Quebec Opioid Class Action against Paladin Labs do not significantly differ from the allegations of misrepresentations and omissions advanced in other jurisdictions against entities in the Endo Group with respect to their opioid products. However, the legal basis underlying the litigation is completely different.

26. As appears from Exhibit A, the Quebec Plaintiff alleges that the actions of the Quebec Defendants, including Paladin Labs, contravene the provisions of the *Civil Code of Quebec*, CQLR

c CCQ-1991 (the “CCQ”) and the Quebec *Charter of Human Rights and Freedoms* CQLR c C-12 (the “Quebec Charter”). (Endale Declaration ¶28).

27. The Quebec Plaintiff also alleges that the process employed by the Debtors in these Chapter 11 Proceedings violates the provisions of the Quebec *Charter of the French Language*, CQLR c C-11. (Endale Declaration ¶29).

28. The Province of Quebec is a civil law jurisdiction. Both procedurally and substantively, Quebec law differs from the laws of common law jurisdictions in how it facilitates access to justice through the mechanism of the class action and through the presumptions of liability set out in the CCQ’s provisions on manufacturer’s liability. (Endale Declaration ¶30).

29. As well, the *Charter of the French Language* provides that residents of Quebec have the fundamental right to have all enterprises doing business in Quebec communicate to them in French. (Endale Declaration ¶29). Clearly, this obligation is imposed upon the Debtors who operate in Quebec through Paladin Labs.

30. The importance of Quebec’s distinct legal environment is best illustrated by the success of the litigation in the tobacco-related class actions in the Quebec courts. Like prescription opioids, tobacco is a legal product, regulated by Health Canada, which is consumed by users. In 2015 the three largest tobacco companies operating in Canada were held to be liable for the damages suffered by the members of the class actions pursuant to the provisions of the CCQ, the Quebec *Consumer Protection Act*, CQLR c P-40.1 and the Quebec Charter. The total amount of the award was close to **CDN \$15.5 billion** (including the additional indemnity and interest). (*Létourneau c. JTI-MacDonald Corp.*, 2015 QCCS 2382). This landmark decision was unanimously upheld by the appellate court, with minor modifications. (*Imperial Tobacco Canada ltée c. Conseil québécois*

*sur le tabac et la santé*, 2019 QCCA 358). No action instituted in a common-law jurisdiction against the tobacco industry has come close to achieving such a result. (Endale Declaration ¶33).

31. After the Quebec Court of Appeal decision was released, the tobacco companies filed for insolvency protection in the CCAA Court in Ontario. There is no dispute about the fact that the class members' claim has been made on their behalf in the names of the representative plaintiffs. (Endale Declaration ¶34).

32. The Opioid-Related Act is analogous to the *Tobacco-Related Damages and Health Care Costs Recovery Act, Chapter R-2.2.0.0.1* (the "TRDA") which survived a constitutional challenge. (Endale Declaration ¶35). Like the TRDA, the Opioid-Related Act facilitates, both procedurally and substantively, the exercise of class members' rights against the targeted industry, as both laws render moot any issue of prescription (the statute of limitations) and allow proof of causation to be demonstrated on the basis of statistical evidence alone. The Opioid-Related Act applies without distinction to all opioids regardless of whether the drug is a generic or a brand-name, its formulation, or whether it is an immediate-release or a slow-release drug. (Endale Declaration ¶36).

33. Given this unique legal environment, the litigation risk that the Quebec Opioid Class Action will succeed on the merits should not be assimilated into the assessment of litigation risk for the opioid-related personal injury actions instituted in common-law jurisdictions. The failure to conduct such an independent assessment has highly prejudiced the Quebec Plaintiff and the Quebec Class Action Claimants in the resolutions that were arrived at with the Debtors and that underpin the proposed Plan.

34. As appears from Exhibit A to the Endale Declaration, the class size in the Quebec Opioid Class Action is estimated to be in the thousands. As described above, Paladin Labs was a very successful entity operating in Quebec since the mid-1990s and, although not all class members will have consumed Paladin Labs' opioid products, the number of claimants from Quebec in these Chapter 11 Proceedings should be significant. However, Quebec Class Counsel was advised that less than 200 proofs of claim were filed by Canadians. As Quebec's population of 8.8 million (in 2023) accounts for approximate 23% percent of the country's population, it is reasonable to estimate that fewer than 50 proofs of claim were filed by Quebecers in these Chapter 11 Proceedings. (Endale Declaration ¶38).

35. In the context of Canadian insolvencies, claims are routinely permitted to be filed on a class-wide basis as this mechanism helps to level the playing field between creditors and debtors by providing claimants with a powerful voice in the process. For example, in the *Sino-Forest* insolvency proceedings, the claims procedure provided for only one proof of claim to be filed in respect of the Quebec-based class action and another one with respect to the Ontario-based class action (*Labourers' Pension Fund of Central and Eastern Canada v Sino-Forest Corporation*, 2013 ONSC 1078 at para. 35 [*Sino-Forest*], leave to the Court of Appeal dismissed (2013 ONCA 456), leave to the Supreme Court of Canada dismissed (2014 CanLII 11054 (SCC)). Similarly, as noted above, the class-based claims mechanism is being employed in the resolution of the tobacco-related litigation. The refusal of the Proof of Claim, on the basis that it was filed for the benefit of a class, would be prejudicial for the Quebec Class Action Claimants.

#### **D. Recognition of U.S. Bankruptcy Court Orders in Canada**

36. On August 19, 2022, the CCAA Court entered the CCAA Recognition Order pursuant to Part IV of the CCAA which recognized Paladin Labs as the foreign representative of the Chapter 11 Proceedings. (Endale Declaration ¶10).

37. As described in the CCAA Initial Application, the Canadian Debtors are guarantors of the US\$8.15 billion of funded indebtedness of certain members of the Endo Group of which approximately US\$6.8 billion is secured and assert that such indebtedness “*will be a primary focus of the Company’s [i.e., the Endo Group’s] restructuring efforts in the Chapter 11 Cases.*” Notably, almost none of the allegedly secured debt matures before April 2027. (Endale Declaration ¶11).

38. In the Fourth Vas Affidavit, filed in support of the motion of the Foreign Representative requesting that the CCAA Court recognize and enforce this Court’s Disclosure Statement Order (the “**Fifth Supplemental Order**”), Mr. Vas describes the Court-ordered mediation process and the resolution of certain objections to the sale reached between the Debtors and “*key stakeholders*”. He also refers to a potential resolution of all US Government claims with the caveat that “*certain other terms that are integral to a settlement with the U.S. Government remain under discussion*”. (Endale Declaration ¶20).

39. Mr. Vas also described the impact of the completion of Plan transaction on Canadian stakeholders as resulting: “*in the transfer of substantially all of the business and assets of the Canadian Debtors to a Purchaser Entity incorporated under the laws of Quebec (the “Canadian Purchaser”), which will be owned by Purchaser Parent on the Effective Date.*” (Endale Declaration ¶21).

40. By Endorsement dated January 26, 2024, the CCAA Court recognized this Court’s Fifth Supplemental Order, noting that such Order, conditionally approving the Disclosure Statement, is procedural in nature and that “[M]atters relating to the content of the proposed Plan, and the terms and conditions of any requested recognition order in respect of such Plan, will be addressed at a future hearing before this [CCAA] Court.” (Endale Declaration ¶22).

**E. The Alleged Conduct of the Debtors to Intentionally Harm Opioid Claimants, including the Quebec Class Action Claimants**

41. After their appointment, the Official Committees, including the OCC, investigated the Debtors’ pre-petition conduct, secured obligations and asset base of the Endo Group. This investigation led to the filing of the OCC Complaint in January 2023. [Docket No. 1243].

42. In respect of the “secured debt” of the Endo Group, the redacted OCC Complaint, provided to Quebec Class Counsel on July 28, 2023, alleges that: (Endale Declaration ¶40).

- (i) in and around 2014-2015, after opioid litigation against the Endo Parent and certain of its affiliates had commenced, a number of pharmaceutical companies were acquired which guaranteed the Endo Parent’s debt and provided liens in support of the guaranteed debt, even though these entities apparently did not receive value for the guarantees and liens provided. Later inter-company re-financings with these pharmaceutical companies are characterized as fraudulent transactions;
- (ii) as early as April 2018, materials prepared for the Endo Parent’s board of directors revealed a program code-named “**Project Zed**”, which was intended to mitigate the Endo Group’s financial exposure to opioid litigation through “*structural optimization*” of its debts and “*to drive down opioid claimants’ potential recoveries in a bankruptcy*” [Emphasis added];

- (iii) as part of the Project Zed scheme, in March 2019 and June 2020, the Endo Parent's board of directors authorized the conversion of a total of US\$2.96 billion of pre-existing unsecured debt (which did not mature for several years) into secured debt which was then both guaranteed and secured by the Endo Parent's subsidiaries, including the Canadian Debtors;
- (iv) these inter-company transactions represented an overpayment of US\$550 million in market value to noteholders, and increased the interest obligations in respect of such debt by US\$53 million per year; and
- (v) in the initial refinancing effected in April 2017, the Canadian Debtors, as well as other subsidiaries, gave secured guarantees for the debts of the Endo Parent and certain of its affiliates, thereby refinancing existing US\$3.415 billion of what had been unsecured term loans. Almost none of the allegedly secured debt matures before April 2027.

43. The development of the Project Zed scheme was memorialized in the board of directors' materials shortly after the Debtors retained legal counsel in January 2018 in order to consider strategic alternatives. In April 2018, a strategic planning committee was formed to be responsible for Project Zed, which included outside legal and financial advisors. (Endale Declaration ¶41).

44. While nothing in the OCC Complaint indicates that the OCC considered the transactions involving the Canadian Debtors, it appears that the inter-company transactions with the Canadian Debtors were structured and had the same *modus operandi* as the alleged fraudulent transactions described in the OCC Complaint. (Endale Declaration ¶43).

45. The OCC Complaint also revealed that Daniel Vas and Livio Di Francesco, directors of the Canadian Debtors, awarded themselves prepaid executive bonuses in contemplation of the filing for bankruptcy protection. The OCC specifically asserted that these payments were “*the proximate cause, and a substantial factor, causing Paladin Labs (and the creditors of Paladin Labs) to suffer losses of more than [US]\$2.1 million*” [Emphasis added]. As alleged, in the aggregate, a number of executives and/or insiders of the Endo Group were paid approximately US\$95 million of executive bonuses characterized by the OCC as “*fraudulent transactions and/or transfers*”. (Endale Declaration ¶44).

46. Mr. Vas has sworn, and filed in the CCAA Court, a number of affidavits. However, he has never denied or addressed the allegation that he and his co-director paid themselves more than US\$2 million in anticipation of the Endo Group’s filing for bankruptcy, nor has he identified any role he and/or Mr. Di Francesco may assume in a new Purchaser Entity if the Plan is confirmed. (Endale Declaration ¶45).

47. Despite the egregious allegations of wrongdoing described in the OCC Complaint, the OCC Agreement was reached in late March 2023. The OCC Agreement settled, *inter alia*, the OCC’s objections to the proposed sale of Endo Group’s assets. [Docket No. 1505]. (Endale Declaration ¶46). By entering into the OCC Agreement, the OCC’s investigation into the Debtors’ affairs ended without pursuing the issues affecting the rights of the Quebec Plaintiff and the Quebec Class Action Claimants. (Endale Declaration ¶47).

48. On May 12, 2023, Quebec Class Counsel received, by mail, information about the Chapter 11 Proceedings, the proposed sale of the Endo Group’s assets, and the claims process. Although some of the documents, including the Notices were provided in both French and English, the proof

of claim forms were provided in English only. While claimants, including the francophone claimants, were directed to a website for obtaining additional information about the Chapter 11 Proceedings, the information on the website is in English only. Although the website provides an option to select different languages, including French, the option does not function. (Endale Declaration ¶48).

49. The Disclosure Statement, filed on January 16, 2024, states that the composition of the board of directors or managers of each Purchaser Entity will be disclosed prior to the Confirmation Hearing [Docket No. 3554, p. 46 of 202]. From the definitions employed in the Plan (sections 1.1.131 and 1.1.341), and in the Plan Supplement [Docket No. 3687, p. 144 of 1044] (e.g. for “Released Party”), it appears at least some of the directors and officers of the Endo Group may continue on in their roles in the new Purchaser Entities.

50. On January 25, 2024, a Solicitation Package was posted on the Debtors’ Solicitation Agent’s website. The information provided therein is in English only. After a number of calls to the Solicitation Agent (as defined in the Solicitation Package), Quebec Class Counsel was informed on February 8, 2024 of the Unique E-Ballot ID# required by each claimant for voting for or against confirmation of the proposed Plan. (Endale Declaration ¶49). The Solicitation Package includes the OCC Letter addressed to opioid claimants from the OCC’s counsel, recommending that claimants vote to accept the Plan and grant the third party releases. (Endale Declaration ¶51).

51. The OCC Letter identifies the members of the committee who were appointed by the Office of the United States Trustee to serve on the OCC and the parties to the Court-ordered mediation, none of whom are from the Province of Quebec. The OCC Letter also identifies the OCC’s lead and general bankruptcy counsel, both being U.S. firms. (Endale Declaration ¶52).

52. Although the OCC Letter states that the “*opioid epidemic is the single worst man-made public health crisis of our time*”, the authors grossly understate the inadequacy of the proposed Plan when they acknowledge that “*the OCC Resolution included in the Plan (...) is not perfect ...*” (Endale Declaration ¶53).

53. The OCC Letter informs claimants that the OCC Resolution will result in the payment of US\$119.7 million over two years to PI Opioid Claimants with valid claims (or US\$89.7 million if paid entirely on the Effective Date of the Plan). This Resolution is in exchange for the OCC’s agreement to resolve all disputed matters and for broad releases to be provided by the PI Opioid Claimants to, *inter alia*, the first lienholders’ group and to “*certain of Endo’s [Endo Group’s] directors and officers*” (p. 8 at ¶4). Elsewhere in the OCC Letter (pp. 9-10), it appears to state that *all* of the Debtors’ current and former officers and directors will be getting a release. There is no explanation for this apparent inconsistency. (Endale Declaration ¶54).

54. Summarized in the OCC Letter are the factors that purportedly justify the OCC’s support for the Plan. Notably, upon considering the strength of its legal arguments, the OCC concluded that the Resolution was preferable to pursuing litigation against the Debtors. (Endale Declaration ¶55).

55. The OCC Letter briefly refers to the OCC’s Complaint. As described more fully above, the OCC Complaint was in the form of a motion requesting standing to bring a number of causes of action, attaching complaints seeking, *inter alia*, to invalidate certain liens of the secured creditors and to unwind approximately US\$90 million in bonus payments made to Endo’s officers prior to filing for bankruptcy. (Endale Declaration ¶56).

56. In July 2023, Quebec Class Counsel were advised by counsel to the OCC that only half of the funds purported allocated for the PI Opioid Claimants will be distributed to claimants (i.e., a little less than US\$60 million or about US\$45 million if paid in full on the Effective Date) and that nearly 90,000 Personal Injury Proofs of Claim were filed in these proceedings (although the population of the U.S. alone was 336 million in 2023). The projected recovery is therefore estimated to amount to **less than US\$700** per individual claimant (or about **US\$500** per claimant if the monies are paid in full on the Effective Date). This significant information is not disclosed in the OCC Letter. (Endale Declaration ¶57).

57. The OCC Letter also does not mention that: (Endale Declaration ¶58)

- the amount of the alleged fraudulent transfers (about US\$90 million) made to the Debtors' directors and insiders in anticipation of the bankruptcy **exceeds** the US\$45 or \$60 million (i.e., about 50% of US\$89.7 or \$119.7 million) to be made available to "compensate" thousands of personal injury opioid claimants;
- the beneficiaries of these "bonuses" may be released from any liability relating to these payments and may be continuing on in their roles in the new Purchaser Entities if the Plan is confirmed;
- the Project Zed scheme was devised **intentionally** by the Debtors to "drive down" the recoveries available to opioid victims in a bankruptcy; and
- no consideration was given to Quebec law in assessing the strength of the legal arguments against Paladin Labs relevant to the Proof of Claim filed by the Quebec Plaintiff.

58. On February 14, 2024, Quebec Class Counsel received (by regular mail) the voting form/ballot, together with a cover letter from the Debtors and the OCC's Letter. These documents are in English only. (Endale Declaration ¶60). Through his counsel, the Quebec Plaintiff, on behalf of the Quebec Class Action Claimants, has voted not to accept the Plan and has elected to opt-out of any Releases under the Plan. (Endale Declaration ¶61). The Quebec Plaintiff is of the view that the Plan has not been proposed in good faith and is not fair and equitable vis-à-vis PI Opioid Claimants resident in the Province of Quebec.

## ARGUMENT

### **I. THE PROPOSED PLAN SHOULD NOT BE CONFIRMED**

59. Section 1128(b) of the Bankruptcy Code states that a "party in interest" may object to confirmation of a plan. A non-limitative list of who constitutes a "party in interest", including "a creditor" is provided by section 1109(b) of the Bankruptcy Code. The courts have confirmed that anyone with a financial interest in the case, or, in some cases, a legal interest is a "party in interest". (*In re Global Indus. Technologies, Inc.*, 645 F.3d 201, 210-11 (3d Cir. 2011)). The Quebec Plaintiff, having filed a Proof of Claim on a timely basis, and who has a financial interest in the case, is a party in interest. On the voting ballot, the Quebec Plaintiff's Proof of Claim is identified as a Class 7(a) claim, i.e., a PI Opioid Claimant. Class 7(a) claims are impaired and entitled to vote.

60. Section 1129 of the Bankruptcy Code sets out a non-exhaustive list of the requirements to be met for the Court to confirm a Plan, including that the Plan is proposed in good faith and is fair and equitable. The Debtors bear the burden of establishing by a preponderance of evidence that

the Plan satisfies the confirmation standards in section 1129(a) of the Bankruptcy Code (*In re Ditech Holding Corp.*, 606 B.R. 544 (Bankr. S.D.N.Y. 2019)).

61. The Quebec Plaintiff submits that, if this Plan is confirmed, the first lienholders will simply replace the Endo Group's current ownership and it will be business as usual, simply under the new Purchasers' name(s), possibly with the same management team, and the transaction will have been accomplished by putting into place the Project Zed scheme designed specifically to victimize, a second time, claimants who were already victimized as a result using the Debtors' opioid products.

**A. A Plan that is the Result of the Debtors' Specific Intent to Evade Compensating the Victims of their Opioid Products Transgresses Equitable Standards**

62. Pursuant to section 105(a) of the Bankruptcy Code, “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. ...”

It is well established that this section codifies the Court's equitable powers. As courts of equity, bankruptcy courts have broad authority to modify creditor-debtor relationships (*In re Dow Corning Corp.*, 280 F.3d 648, 656 (6th Cir. 2002)).

63. Section 1129(a) of the Bankruptcy Code provides that confirmation of a plan requires, *inter alia*, that it has been proposed in good faith. To determine whether a plan has been proposed in good faith, the totality of the circumstances surrounding the creation of the plan must be considered (*Ad Hoc. Comm. of Non-Consenting Creditors v. Energy Corp. (In re Peabody Energy Corp.)*, No. 18-1302, p. 12 (8th Cir. Aug. 9, 2019) as well as whether the plan represents “a fundamental fairness in dealing with one's creditors” (E.J. Simpson, *Chapter 11 Reorganization: Modification & Confirmation of the Plan*, 3 Bankr. Dev. J. 407 (1986), pp. 423-424).

64. Any intentional act which concerns the cause of action and which rightfully can be said to transgress equitable standards is sufficient to trigger application of the “clean hands” doctrine:

*Fulton County Dept. of Human Services v. Dodd (In re Dodd)*, 276 B.R. 817, 820-822 (Bankr. N.D. Ohio 2001). As referenced by T. Myers, Chief U.S. Bankruptcy Judge for the District of Idaho, in a decision granting equitable relief dated December 11, 2015 (*Gugino v. Kerslake (In re Clark)*, 543 B.R. 16, 24-25 (Bankr. D. Idaho 2015)): “*The governing principle is ‘that whenever a party who, as actor, seeks to set the judicial machinery in motion and obtain some remedy, has violated conscience, or good faith, or other equitable principle, in his prior conduct, then the doors of the court will be shut against him in limine[.]’*” (citations omitted).

65. As alleged in the OCC Complaint, the Project Zed scheme devised and effected by the Debtors was for the express purpose of driving down the recoveries to be paid to opioid claimants in a bankruptcy. Moreover, although by early 2018 the Debtors were aware of their exposure to a myriad of opioid-related lawsuits, they deliberately delayed until August 16, 2022 to file voluntary petitions for Chapter 11 relief in order to continue to profit from the sale of opioid products while effecting the Project Zed scheme. (Endale Declaration ¶42).

66. It is estimated that the amount of monetary compensation paid to a PI Opioid Claimant, if their proof of claim is accepted, will be approximately US\$700 (or \$500 if the payment being allocated for these claimants is made in full on the Effective Date). This Court should consider the good faith requirement by comparing the amount of “compensation” for people who have suffered horrifically from opioid addiction and dependence caused by the use of the Debtors’ opioid products to, by way of example only, the alleged pre-payment of “bonuses” of more than US\$2 million made by two directors of Paladin Labs (in Quebec) to themselves in anticipation of the bankruptcy, directors who may assume the same well-compensated roles in the new Purchaser Entities.

67. This Court should not confirm a Plan that is the result of the Debtors' specific, cynical scheme to reduce compensation for the very individuals that were harmed by their products. This conduct, as well as the allegations of "bonuses" paid to the Debtors' directors and insiders on the eve of filing for protection, transgress equitable standards and violate the principle of good faith.

**B. The Plan Unfairly Prejudices the Quebec Plaintiff and the Quebec Class Action Claimants**

68. Section 1129(b) of the Bankruptcy Code provides that, for a plan to be confirmed, it must *"not discriminate unfairly and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the plan."*

**B.1 To Reject a Proof of Claim filed on a Class Basis is Unfair and Inequitable**

69. The claims process put into place in these Chapter 11 Proceedings is highly prejudicial for claimants from the Province of Quebec. As explained above, the Quebec Plaintiff's Proof of Claim may be rejected because it was filed on a class basis although, in Canada, proofs of claim made collectively on behalf of class members are routine.

70. Collective representation through the mechanism of a class action provides access to justice, particularly for those lacking the means to litigate or even negotiate in complex bankruptcy proceedings, and an individual's interests can be overwhelmed by the competing interests of other deep-pocketed and sophisticated parties. In the current context, the physical and psychological impairment to individual claimants caused by their opioid use increases the obstacles they face. Unilingual francophone claimants, like the Quebec Plaintiff, have the additional barrier of language.

71. Unlike Canada, the question as to whether a class proof of claim may be filed against debtors in a U.S. bankruptcy remains unclear. The inconsistency appears to stem from certain

courts interpreting section 501 of the Bankruptcy Code literally (the section provides that “a creditor” may file a proof of claim). However, the objective of bankruptcy proceedings in facilitating a debtor’s fresh start may be in direct opposition to the objective of allowing more creditors to be repaid which is facilitated through class-based proofs of claim. Author N. Mirkay III observes that the reality is “*that small claims are less likely to be filed on an individual basis than they are if aggregated with other similar claims.*” (Nicholas A. Mirkay III, *Bankruptcy and Class Actions: The Continuing Conflict over Class Proofs of Claim*, 56 MO. L. REV. (1991), pp. 749-750). The author states that, since 1988, many courts have allowed the filing of proofs of claim on a class basis and notes that such approach satisfies a number of the public policy objectives of bankruptcy proceedings, including allowing small claims to be aggregated that otherwise would not be heard, thereby providing the “*broadest relief in the bankruptcy court.*” (pp. 765-776).

72. Similarly, in a 2019 commentary reviewing the use of class proof of claims, author T. Remington concludes that, in Chapter 11 proceedings, “*...courts should not, and cannot, reject the class proof. It must remain a viable procedural mechanism that creditors can wield against the debtor.*” As explained in this commentary (Tori Remington, *Bankruptcy’s Class Act: Class Proofs of Claim in Chapter 11*, 124 DICK. L. REV. 203 (2019), at p. 223):

*(...) large claims in bankruptcy often “squeeze” out smaller claims. Creditors with smaller claims may lack the resources to assert their claims. Because of such cost considerations, creditors with smaller claims may be unavailable to participate in bankruptcy proceedings. **If allowed [to reject class proofs of claim], the bankruptcy court would “serve as a haven of reprieve for debtors evading pending class action suits.”** Including the class proof suggests to creditors that small claims can be just as powerful a tool as large claims.*

[Emphasis added, citations omitted]

73. Moreover, a class proof of claim holds no more weight than an individual claim and would not disadvantage creditors holding individual claims. (Tori Remington, *Bankruptcy's Class Act: Class Proofs of Claim in Chapter 11*, 124 DICK. L. REV. 203 (2019), pp. 223-224).

74. There is no equitable rationale for rejecting a class proof of claim in the context of a bankruptcy. No prejudice to any party would result by allowing a proof of claim from a Quebec resident to be made on a class basis, a right that exists under Canadian law, apart from the possibility that more victims from Quebec will receive some compensation for the devastating harm caused to them by Paladin Labs' opioid products. Indeed, the minimal number of proofs of claim that have been filed from Canada supports drawing an inference that the Debtors' reason to reject class-based proofs of claim is to reduce the number of claimants and to maintain an unequal playing field.

75. This Court should not confirm a Plan that would reject a Proof of Claim that would be considered valid but for the fact that it was filed on a class basis.

## **B.2 The Plan Fails to Provide a Separate Classification for Proofs of Claim from the Province of Quebec**

76. The Plan provides for a single class to encompass all PI Opioid Claimants, although the Quebec legal system is significantly different from that in the U.S. and from common-law jurisdictions generally.

77. The Quebec civil law alleviates much of the burden for plaintiffs in actions alleging manufacturers' liability, such as in the Quebec Opioid Class Action, and that burden is further eased by the recent enactment of the Opioid-Related Act.

78. In the proposed Plan, the Debtors do not designate Canadians as “foreign”, as appears from the definitions of the terms “Exclusively Foreign Claims” (Section 1.1.133) and “Foreign Claimants” (Section 1.1.176), which specifically exclude claimants and claims from Canada as being considered “foreign”. However, the practical impact of these terms appears to be in relation to extending the Bar Date rather than in consideration of the proper classification of claims.

79. The OCC was to act on behalf of all opioid claimants and to provide an opportunity for their participation in the Chapter 11 Proceedings and the negotiations between the OCC and the Debtors were ostensibly to seek a global settlement on behalf of all opioid claimants. However, the negotiations that took place were anything but global.

80. Similarly, although the Plan purports to be a global resolution of the numerous opioid cases instituted against the Debtors, the discussions, negotiations and mediation relative to PI Opioid Claimants has been entirely US-centric. No attempt has been made to ensure participation by anyone from Quebec or to consider the nature and import of the laws relevant to Quebecers.

81. While the failure of a claimant to participate in mediation does not necessarily render the results of the mediation improper or in bad faith, the factual circumstances must be taken into account. For example, where the committee created to represent personal injury claims aligns with all personal injury claimants, the fact that a claimant did not participate in the process does not render the process improper. (*In re Purdue Pharma L.P.*, 633 B.R. 53, 68 (Bankr. S.D.N.Y. 2021)). However, in the present case, the OCC did not meaningfully represent claimants from the Province of Quebec and the OCC’s interests did not align with the interests of the Quebec Class Action Claimants.

82. As appears from the OCC Complaint, the investigation into the Debtors' affairs failed to either consider or to extend to, in more than a cursory fashion, the activities of the Debtors with respect to Quebec and Canada. However, the OCC resolved its Objection without ever completing its investigations. Moreover, although the Debtors and the OCC were well aware of the Quebec Opioid Class Action, no consideration was given as to whether the dissimilarity of the legal regimes justified classifying the claims from Quebec residents independently from personal injury opioid claims from common-law jurisdictions

83. Section 1122 of the Bankruptcy Code governs the classification of claims in plans. Claims or interests may only be placed in a particular class if such claims or interests are substantially similar to the other claims or interests of such class. While the term "substantially similar" is not defined in the Bankruptcy Code, the courts have construed the term to mean similar in legal character or effect as a claim against the debtor's assets or as an interest in the debtor. (*In re Purdue Pharma L.P.*, 633 B.R. 53, 70, 72 and 74 (Bankr. S.D.N.Y. 2021)).

84. However, the Bankruptcy Code does not require that all substantially similar claims be placed into a single class. Instead, substantially similar claims may be divided into separate classes if separate classification is reasonable. *Id.* at p. 74.

85. The Bankruptcy Court has considerable discretion with regard to the proper classification of claims. The appellate court in *re Dow Corning Corp.* confirmed that "... *the bankruptcy court has substantial discretion to place similar claims in different classes. We have observed that "Congress incorporated into section 1122 ... broad discretion to determine proper classification according to the factual circumstances of each individual case."*" (*In re Dow Corning Corp.*, 280 F.3d 648, 661 (6th Cir. 2002)). (citations omitted).

86. A plan may properly classify foreign claimants separately from domestic claimants. Indeed, a number of U.S. bankruptcy courts have held that U.S. and Canadian claimants were properly classified separately in Chapter 11 proceedings (see for example: *In re Purdue Pharma L.P.*, 633 B.R. 53, 70 (Bankr. S.D.N.Y. 2021)).

87. While the factual basis underlying the Quebec Plaintiff's claim against Paladin Labs is similar to other personal injury opioid-related litigation, the dissimilarity in the legal regimes justifies this Court exercising its discretion to place the claims from Quebec in a different class from the other PI Opioid Claimants.

88. In *re Dow Corning Corp.*, in the context of breast implant litigation, the proposed plan essentially defined a foreign claimant as a non-U.S. citizen. In that case, two classes were created for foreign claimants, one of which included, *inter alia*, claimants with a common-law tort system. The Court found that the separate classification for foreign and domestic claimants was not clearly erroneous.

89. Presumably, if a class can be created to include foreign claimants from common-law jurisdictions, it is not unreasonable or improper to create a separate class for foreign claimants from jurisdictions with a civil law system.

90. In addition, there does not appear to have been much thought given by the Debtors to reaching a population that is predominately non-English speaking, although Paladin Labs is headquartered in Montreal, Quebec.

91. As stated above, the information provided in the Solicitation Package is provided in English only. Paragraph 6 of the Statement Disclosure Order [Docket No. 3549] states that the

Debtors shall submit the Publication Notice for publication in a number of English language publications. (Endale Declaration ¶50).

92. The Certificate of Publication filed on February 2, 2024 [Docket No. 3603] provides sworn statements that the Notices of the above referenced Combined Hearing were published in late January. With regard to non-U.S. publications, Mr. D’Souza’s sworn statement indicates that the Notices were published in a UK paper, two Irish papers and an English-language Canadian paper on January 25, 2024 (no images of the published Notices are provided). Images of the published Notices are included with respect to the U.S.-based publications, such as the New York Times, but the text is so small and dense it is virtually incomprehensible and should not be considered to constitute adequate notice even to anglophones. No explanation appears in the publicly available materials as to why there was no Notice of the Combined Hearing published in a French language publication.

93. Residents in Quebec may not realize that the Canadian Debtors are part of the Endo Group or even be aware of these Chapter 11 Proceedings, given the particular circumstances that most Quebecers are francophone and those that are suffering from opioid use disorder (and the related issues of addiction and dependence) may have great difficulty in understanding the complexity of the text used in the Notices. There is no evidence that the Notice program has been effective in reaching these individuals, whereas, the debtors’ noticing program in the context of the confirmation hearing for the Purdue debtors’ bankruptcy reached, *inter alia*, “an estimated 82 percent of all Canadian adults, with an average message frequency of six times.” (*In re Purdue Pharma L.P.*, 633 B.R. 53, 59 (Bankr. S.D.N.Y. 2021)).

94. To be fair and equitable, noticing programs should be designed to make it likely that the intended recipients will receive information in a meaningful way, taking into account the context and the situation of the recipients. Moreover, businesses operating in Quebec are obligated to communicate with Quebecers in French.

95. The failure to consider Quebec's distinct legal system resulted in a classification of personal injury claims that is discriminatory and prejudices personal injury opioid claimants from the Province of Quebec. Moreover, the Debtors' Notice of the Confirmation Hearing was insufficient and the failure to communicate all materials relevant to PI Opioid Claimants in Quebec violates the *Charter of the French Language*.

#### **RESERVATION OF RIGHTS**

96. The Quebec Plaintiff reserves all rights with respect to the Objection and all other pending pleadings and claims in these Chapter 11 Proceedings, including among other things, the right to amend or supplement the Objection, including, without limitation, the right to object to the confirmation of any other proposed plan filed by the Debtors.

#### **CONCLUSION**

97. Accordingly, the Quebec Plaintiff requests that the Court sustain the Objection and, in the alternative, if this Court were to confirm the Plan, that the Court grant any and all such other relief that it considers necessary and appropriate to ensure that the rights of the Quebec Plaintiff and the Quebec Class Action Claimants are protected.

Dated: February 22, 2024  
New York, New York

Respectfully submitted,

**SHAFFERMAN & FELDMAN, LLP**

By: /S/Joel Shafferman

---

Joel Shafferman, Esq.  
Local counsel for the Quebec Plaintiff, Jean-  
François Bourassa, on behalf of the Quebec Class  
Action Claimants  
137 5<sup>th</sup> Avenue, 9<sup>th</sup> Floor  
New York, New York 10010  
Telephone: (212) 509-1802  
Facsimile: (212) 509-1831  
E-mail: [shaffermanjoel@gmail.com](mailto:shaffermanjoel@gmail.com)

Quebec co-counsel for the Quebec Plaintiff, Jean-  
François Bourassa, on behalf of the Quebec Class  
Action Claimants:

Margo R. Siminovitch  
Bethlehem Endale  
**Fishman Flanz Meland Paquin LLP**  
4100-1250 René-Lévesque Blvd. West  
Montréal, Québec H3B 4W8  
Telephone: 1 (514) 932-4100  
Facsimile: 1 (514) 932-4170  
E-mail: [msiminovitch@ffmp.ca](mailto:msiminovitch@ffmp.ca),  
[bendale@ffmp.ca](mailto:bendale@ffmp.ca)

And

André Lespérance  
**Trudel Johnston & Lespérance**  
90-750 Côte de la Place d'Armes  
Montréal, Québec H2Y 2X8  
Telephone: 1 (514) 871-8385  
Facsimile: 1 (514) 871-8800  
E-mail: [andre@tjl.quebec](mailto:andre@tjl.quebec)

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on February 22, 2024, (a) he caused the foregoing to be electronically filed with the Clerk of the court using the ECF system that will send notification of such filing to the parties indicated on the Notice of Electronic Filing, and (b) he caused the foregoing to be served by email or regular mail on the Objection Notice Parties at the applicable addresses indicated below.

*Debtors*

Endo International plc  
Attn: Matthew Maletta, Esq. and Brian Morrissey, Esq.  
1400 Atwater Drive  
Malvern, PA 19355

*Counsel for Debtors*

Skadden, Arps, Slate Meagher & Flom LLP  
Attn: Paul D. Leake ([Paul.Leake@skadden.com](mailto:Paul.Leake@skadden.com))  
Lisa Laukitis ([Lisa.Laukitis@skadden.com](mailto:Lisa.Laukitis@skadden.com))  
Shana A. Elberg ([Shana.Elberg@skadden.com](mailto:Shana.Elberg@skadden.com))  
Evan A. Hill ([evan.hill@skadden.com](mailto:evan.hill@skadden.com))  
One Manhattan West  
New York, New York 10001

*Counsel for Ad Hoc First Lien Group*

Gibson, Dunn & Crutcher LLP  
Attn: Scott Greenberg ([SGreenberg@gibsondunn.com](mailto:SGreenberg@gibsondunn.com))  
Michael J. Cohen ([MCohen@gibsondunn.com](mailto:MCohen@gibsondunn.com))  
Joshua K. Brody ([JBrody@gibsondunn.com](mailto:JBrody@gibsondunn.com))  
Christina M. Brown ([christina.brown@gibsondunn.com](mailto:christina.brown@gibsondunn.com))  
200 Park Ave  
New York, New York 10166

*United States Trustee*

Office of the U.S. Trustee for Region 2  
Alexander Hamilton Custom House  
Attn: Paul Schwartzberg ([paul.schwartzberg@usdoj.gov](mailto:paul.schwartzberg@usdoj.gov))  
Tara Tiantian ([tara.tiantian@usdoj.gov](mailto:tara.tiantian@usdoj.gov))  
One Bowling Green, Room 534  
New York, NY 10004-1408

*Counsel for the Ad Hoc Cross-Holder Group*

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
Attn: Andrew N. Rosenberg ([arosenberg@paulweiss.com](mailto:arosenberg@paulweiss.com))  
Alice B. Eaton ([aeaton@paulweiss.com](mailto:aeaton@paulweiss.com))  
Andrew Parlen ([aparlen@paulweiss.com](mailto:aparlen@paulweiss.com))  
1285 Avenue of the Americas  
New York, NY 10019

*Counsel for the Creditors' Committee*

Kramer Levin Naftalis & Frankel LLP  
Attn: Kenneth H. Eckstein ([keckstein@kramerlevin.com](mailto:keckstein@kramerlevin.com))  
Rachael L. Ringer ([rringer@kramerlevin.com](mailto:rringer@kramerlevin.com))  
David E. Blabey, Jr. ([dblabe@kramerlevin.com](mailto:dblabe@kramerlevin.com))  
Megan Wasson ([mwasson@kramerlevin.com](mailto:mwasson@kramerlevin.com))  
1177 Avenue of the Americas  
New York, NY 10036

*Lead Counsel for the Opioid Claimants' Committee*

Cooley LLP  
Attn: Cullen D. Speckhart ([cspeckhart@cooley.com](mailto:cspeckhart@cooley.com))  
Summer McKee ([smckee@cooley.com](mailto:smckee@cooley.com))  
Evan Lazerowitz ([elazerowitz@cooley.com](mailto:elazerowitz@cooley.com))  
55 Hudson Yards  
New York, NY 10001

*Special Counsel for the Opioid Claimants' Committee*

Akin Gump Strauss Hauer & Feld LLP  
Attn: Arik Preis ([apreis@akingump.com](mailto:apreis@akingump.com))  
Mitchell P. Hurley ([mhurley@akingump.com](mailto:mhurley@akingump.com))  
Kate Doorley ([kdoorley@akingump.com](mailto:kdoorley@akingump.com))  
Theodore James Salwen ([jsalwen@akingump.com](mailto:jsalwen@akingump.com))  
Brooks Barker ([bbarker@akingump.com](mailto:bbarker@akingump.com))  
One Bryant Park  
New York, NY 10036

*The FCR in the Chapter 11 Cases*

Attn: Roger Frankel ([rfrankel@frankelwyron.com](mailto:rfrankel@frankelwyron.com))

*Co-Counsel to the FCR*

Young Conaway Stargatt & Taylor, LLP  
Attn: James L. Patton, Jr. ([jpatton@ycst.com](mailto:jpatton@ycst.com))  
Robert S. Brady ([rbrady@ycst.com](mailto:rbrady@ycst.com))  
Edwin J. Harron ([eharron@ycst.com](mailto:eharron@ycst.com))  
Sean T. Greecher ([sgreecher@ycst.com](mailto:sgreecher@ycst.com))  
Rodney Square, 1000 North King Street  
Wilmington, DE 19801

-and-

Frankel Wyron LLP  
Attn: Richard H. Wyron ([rwyron@frankelwyron.com](mailto:rwyron@frankelwyron.com))  
2101 L Street, NW, Suite 800  
Washington, DC 20037

*Counsel for the Multi-State Endo Executive Committee*  
Pillsbury Winthrop Shaw Pittman LLP  
Attn: Andrew M. Troop ([andrew.troop@pillsburylaw.com](mailto:andrew.troop@pillsburylaw.com))  
Hugh M. McDonald ([hugh.mcdonald@pillsburylaw.com](mailto:hugh.mcdonald@pillsburylaw.com))  
Andrew V. Alfano ([andrew.alfano@pillsburylaw.com](mailto:andrew.alfano@pillsburylaw.com))  
31 West 52nd Street  
New York, New York 10019

---

**THIS IS EXHIBIT "V"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

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

**In re**

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

**Chapter 11**

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

**(Jointly Administered)**

**Related Docket Nos. 3695, 3355, 3356,  
3357, 3523, 3524, 3535, 3536, 3548, &  
3695**

**JOINT RESERVATION OF RIGHTS OF CERTAIN CANADIAN DISTRIBUTORS,  
MANUFACTURERS AND PHARMACIES TO THE DEBTORS' THIRD AMENDED  
JOINT CHAPTER 11 PLAN OF REORGANIZATION  
OF ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS**

The distributors, manufacturers and pharmacies listed on the attached Exhibit A (collectively, the “Canadian DMPs”), respectfully submit their Joint Reservation of Rights to the *Debtors' Third Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and Its Affiliated Debtors* [Dkt. 3695], and state:

1. The Canadian DMPs filed this Joint Reservation of Rights to ensure that the DMP Defensive Rights as defined in the *Amended Stipulation Among the Debtors and the DMPs Resolving the DMPs' Objection to the Bidding Procedures and Sale Motion* as approved by the Bankruptcy Court in its *Order Granting Debtor's Motion for an Order Approving the Amended*

---

<sup>1</sup> The last four digits of 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.

*Stipulation Among the Debtors and the DMPs Resolving the DMPs' Objection to the Bidding Procedures and Sale Motion* [Dkt. 2574] are preserved in connection with any recognition proceedings in Canada.

2. The Canadian DMPs do not oppose confirmation of the Proposed plan, subject to the Canadian DMPs expressly reserving all rights to make any submission or argument to the Canadian Court, including in respect of the DMPs Defensive Rights, in support of such Canadian Court imposing terms and conditions in any order recognizing an order of the US Bankruptcy Court confirming the proposed Plan.

***[SIGNATURE PAGES FOLLOW]***

Dated: February 22, 2024

Respectfully submitted,

**JENNER & BLOCK LLP**

/s/ Catherine Steege

Catherine Steege (*admitted pro hac vice*)  
353 N. Clark Street  
Chicago, IL 60654-3456  
Telephone: (312) 923-2952  
Fax: (312) 840- 7352

- and -

**BUCHALTER**

Jeffrey K. Garfinkle  
18400 Von Karman Avenue, Suite 800  
Irvine, California 92612-0514  
Telephone: (949) 760-121

*Counsel for McKesson Corporation and  
Certain Affiliates*

**O'MELVENY & MYERS LLP**

s/ Evan M. Jones

Evan M. Jones (*admitted pro hac vice*)  
Jordan A. Weber (*admitted pro hac vice*)  
400 South Hope Street  
Los Angeles, California 90071  
Telephone: (213) 430-6000

*Counsel for Johnson & Johnson and  
Certain Affiliates*

**KLEHR HARRISON HARVEY  
BRANZBURG LLP**

/s/ Morton R. Branzburg

Morton R. Branzburg  
1835 Market Street, Suite 1400  
Philadelphia, PA 19103  
Telephone: (215) 569-2700  
Fax: (215) 568-6603

*Counsel for AmerisourceBergen Drug  
Corporation and Related Entities*

**OSLER, HOSKIN & HARCOURT LLP**

/s/ Robert Lando

Robert Lando (NY Bar # 2387066)  
1325 Avenue of the Americas  
20th Floor  
New York, NY 10019  
Telephone: (212) 991-2504

*Counsel for Loblaw Companies Ltd.,  
Shoppers Drug Mart Inc., and Sanis Health  
Inc*

**EXHIBIT A**

**Distributors, Manufacturers, and Pharmacies**

**McKesson**

McKesson Corporation  
McKesson Canada Corporation  
McKesson Medical Surgical Inc.  
McKesson Specialty Care Distribution Corporation  
McKesson Specialty Distribution LLC  
McKesson Medical Surgical Minnesota Supply Inc.  
Health Mart Systems, Inc.  
McKesson Medical-Surgical Top Holdings Inc.  
RxC Acquisition Company  
Relay Health Corporation

**Johnson & Johnson**

Johnson & Johnson  
Janssen Pharmaceuticals, Inc.  
Ortho-McNeil-Janssen Pharmaceuticals, Inc., n/k/a Janssen Pharmaceuticals, Inc.  
Janssen Pharmaceutica, Inc., n/k/a Janssen Pharmaceuticals, Inc.  
Alza Corporation  
Janssen Ortho LLC  
Janssen Inc.  
Ortho-McNeil Pharmaceutical, Inc.  
Actelion Pharmaceuticals Ltd  
Actelion Pharmaceuticals Australia PTY LTD  
Janssen Supply Chain Division of ALZA Corporation  
Janssen Scientific Affairs, LLC  
Actelion Clinical Research, Inc., n/k/a Janssen Scientific Affairs, LLC  
Johnson & Johnson Health and Wellness Solutions

**Teva**

Sun Pharma Canada Inc.  
Pharamascience Inc.  
Teva Canada Limited  
Teva Canada Innovation G.P. - S.E.N.C

**AmerisourceBergen**

AmerisourceBergen Canada Corporation  
Kohl & Frisch Limited  
Kohl & Frisch Distribution Inc.  
United Pharmacists Manitoba Inc.  
Procurity Inc.  
Procurity Pharmacy Services Inc.  
uniPHARM Wholesale Drugs Ltd.

**Sandoz**

Sandoz Canada Inc.

**THIS IS EXHIBIT "W"  
TO THE FOURTH AFFIDAVIT OF DANIEL VAS  
SWORN BEFORE ME OVER VIDEOCONFERENCE  
THIS 5<sup>TH</sup> DAY OF APRIL, 2024**

*Erik Afell*

---

Commissioner for Taking Affidavits

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

*In re*

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

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

**Chapter 11**

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

**Jointly Administered**

**Related Docket Nos. 728, 1133, 1765,  
2466, 2544, 2546**

**ORDER GRANTING DEBTORS' MOTION FOR AN ORDER APPROVING THE  
AMENDED STIPULATION AMONG THE DEBTORS AND THE DMPS RESOLVING  
THE DMPS' OBJECTION TO THE BIDDING PROCEDURES AND SALE MOTION**

Upon the motion (the "Motion") of Endo International plc and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") and, together with their non-debtor affiliates, the "Company") for an order in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), under sections 105 and 363(b) of title 11 of the United States Code (the "Bankruptcy Code"), and Rules 6004 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") approving the entry into that certain Amended Stipulation attached hereto as Exhibit 1 (the "Stipulation") among the Debtors and the DMPs (collectively, the "Stipulation Parties") to resolve objections filed by the DMPs regarding the *Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 728] (the motion seeking approval

---

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

of the Stipulation, the “Motion”); and upon the Declaration of Mark Bradley in Support of the Motion (the “Company Declaration”); and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and the Court having held a hearing on August 1, 2023 (the “Hearing”) to consider the relief requested by the Motion; and it appearing that the relief requested by the Motion is in the best interests of the Debtors, their creditors, their stakeholders, and other parties in interest; and after due deliberation thereon, and sufficient cause appearing therefor, it is hereby,

**ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is **GRANTED** to the extent set forth herein and any objections to the Motion are overruled.
2. The Debtors are authorized to enter into and perform under the Stipulation, including to grant the releases set forth therein, which Stipulation is incorporated by reference into this Order. This Stipulation controls the rights of the original signatories thereto, any person listed in Exhibit C to the Stipulation that executes and delivers Exhibit D within 15 days of the entry of this Order, and any person that joins the Stipulation pursuant to paragraph 13 as to the subject matter of the Stipulation and will not be further modified by any sale order, plan or confirmation order absent the written consent of the Parties to such modification.
3. Any settlement or compromise by the Debtors contained within the Stipulation is approved under Bankruptcy Rule 9019.
4. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.
5. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Motion.

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

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

Dated: August 2, 2023  
New York, New York

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

**Exhibit 1**

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

*In re*

**ENDO INTERNATIONAL plc, et al.,  
Debtors.<sup>2</sup>**

**Chapter 11**

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

**(Jointly Administered)**

**Related Docket Nos. 728, 1133, 1765**

**AMENDED STIPULATION AMONG THE DEBTORS  
AND THE DMPS RESOLVING THE DMPS' OBJECTION TO  
THE BIDDING PROCEDURES AND SALE MOTION**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") and the distributors, manufacturers, and pharmacies listed on the attached **Exhibit A** (collectively and as may be supplemented in accordance with paragraph 13 hereof, the "DMPs") and, together with the Debtors, the "Parties") enter into this Amended Stipulation (this "Stipulation") to set forth a resolution of the Parties' respective disputes related to the Bidding Procedures and Sale Motion (as defined below),<sup>3</sup> and the Parties stipulate and agree as follows:

**RECITALS**

**WHEREAS**, on August 16, 2022 (the "Petition Date"), the Debtors filed voluntary petitions commencing cases (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States

---

<sup>2</sup> The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these Chapter 11 Cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors' service address for purposes of these Chapter 11 Cases is: 1400 Atwater Drive, Malvern, PA 19355.

<sup>3</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Bidding Procedures and Sale Motion.

Bankruptcy Court for the Southern District of New York (the “Court”), which Chapter 11 Cases are being jointly administered pursuant to the *Order (I) Directing Joint Administration of Chapter 11 Cases Pursuant to Bankruptcy Rule 1015(b); (II) Waiving the Requirements of Section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rule 2002(n); and (III) Granting Related Relief* [Docket No. 45] entered by the Court on August 17, 2022;

**WHEREAS**, on November 23, 2022, the Debtors filed the *Debtors’ Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief* [Docket No. 728] (the “Bidding Procedures and Sale Motion”);

**WHEREAS**, on January 6, 2023, the DMPs filed the *Joint Limited Objection And Reservation Of Rights Of Certain Distributors, Manufacturers, And Pharmacies To The Debtors’ Motion For An Order (I) Establishing Bidding, Noticing, And Assumption And Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving The Sale Of Substantially All Of The Debtors’ Assets And (IV) Granting Related Relief* [Docket No. 1133] (the “DMP Objection”);

**WHEREAS**, on April 3, 2023, the Court entered the *Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors’ Assets and (IV) Granting Related Relief* [Docket No. 1765] (the “Bidding Procedures Order”);

**WHEREAS**, prior to entry of the Bidding Procedures Order, the Parties entered into negotiations regarding the DMP Objection and the Bidding Procedures and Sale Motion and now desire to memorialize the resolution of the DMP Objection and any further objections of the DMPs

to the Bidding Procedures and Sale Motion by entering into this Stipulation on the terms and conditions set forth herein; and

**WHEREAS**, the undersigned hereby represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of, and have consented to, this Stipulation.

**NOW, THEREFORE, IT IS STIPULATED AND AGREED BY THE PARTIES THAT:**

1. Withdrawal of DMP Objection. The DMP Objection and any objection to entry of the Sale Order filed by the DMPs will be deemed withdrawn upon the Court's approval of this Stipulation, pursuant to a separately filed motion under Bankruptcy Rule 9019. The terms of this Stipulation shall be deemed incorporated by reference into: (i) any final Sale Order; (ii) any sale related documentation including the final asset purchase agreement(s) with any Purchaser(s) (which, for the avoidance of doubt, may include or consist solely of (but is not limited to) the Stalking Horse Bidder); (iii) any plan of reorganization; and (iv) any other orders entered in connection with the foregoing and the Debtors shall include a provision in the final Sale Order incorporating the terms of this Stipulation by reference and providing that with respect to the DMPs, the terms of the Stipulation control over any contrary provisions in the final Sale Order. The incorporation of this Stipulation into such documentation will not alter the scope of the discharge, if any, under any chapter 11 plan that may hereafter be confirmed; *provided*, however, that any such discharge shall be consistent with all of the terms of this Stipulation and shall not alter in any way the rights of the Parties under this Stipulation. In the event that the Closing Date does not occur, the Parties hereto shall be returned to the positions they were in prior to the Court's approval of this Stipulation, with all rights, remedies and objections preserved. Pending approval of this Stipulation, all objections of the DMPs to the Bidding Procedures Order that were not

previously resolved by the Bidding Procedures Order, including those raised in the DMP Objection, are preserved.

2. Release. As of the Closing Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the DMPs on the one hand, and the Debtors, on the other hand, shall conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently release each other and each of their respective Related Parties solely in such Related Party's respective capacity as such, from any and all Claims and Causes of Action, including any derivative claims asserted or assertible by or on behalf of any Debtor or any of their Estates or by or on behalf of any of the DMPs and including any Claims that any Debtor or any of their Estates or any DMP, or that any other Person or Entity claiming under or through any Debtor or any of their Estates or any DMP, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates, any DMP or any other Person or Entity claiming under or through any Debtor or any of their Estates or any DMP, whether known or unknown, notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable, or equivalent thereto (which shall conclusively be deemed to be waived), whether existing or hereafter arising, from in whole or in part, related to (a) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, the manufacture, marketing and sale of opioid Products, interactions with regulators concerning Opioid-Related Activities or opioid Products, involvement in the subject matter of the Pending Opioid Actions, and any past, present, or future use or misuse of any opioid sold by the Debtors prior to the Closing Date), (b) the Estates, or (c) the Chapter 11 Cases (the foregoing Claims and Causes of Action collectively, the "Released Claims"). The Debtors, the Purchaser(s), any reorganized debtor pursuant to any

plan of reorganization, and the DMPs shall be bound by the releases set forth in this paragraph. Notwithstanding the foregoing, nothing in this paragraph shall release the Debtors from any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims or DMP Surviving Pre-Closing Date Litigation Claims or release any DMP from any Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims. For the avoidance of doubt, the releases set forth in this paragraph do not constitute a release by any DMP of any other DMP.

3. No Transfer of Causes of Action or Claims. Neither the Debtors nor the DMPs shall transfer, assign, or allocate any Causes of Action or Claims that would be subject to the releases under this Stipulation, including to the Voluntary GUC Creditor Trust or any other trust anticipated to be created for the benefit of creditors; provided, however, that Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims may be transferred to the Purchasers. Each of the DMPs and the Debtors represent that they have not and shall not transfer any Claims that would be subject to the releases under this Stipulation to any Entity.

4. Treatment of Executory Contracts and Unexpired Leases. The Debtors' assumption or assumption and assignment of any executory contract or unexpired lease with a DMP (collectively, such contracts or leases, the "DMP Contracts") shall (a) release such DMP's DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract; and (b) constitute (i) a release of DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract by each party to the assumed or assumed and assigned DMP Contract of each other counterparty thereto (including any assignee or successor thereto) and a release of DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract by each non-Debtor party to a DMP Contract (including any assignee or successor thereto) of all Debtor Insurers; and (ii) an agreement by each non-Debtor

party to a DMP Contract (including any assignee or successor thereof) and its Related Parties to release any and all DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract held by such parties against any Protected Parties; provided that the foregoing shall not release (x) any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims, (y) any DMP Surviving Pre-Closing Date Litigation Claims, or (z) any other Claims arising under the assumed or assumed and assigned DMP Contract based on actions, omissions, or events occurring after the Closing Date (including those involving the sale of opioid Products). On the Closing Date, all DMP Opioid Reimbursement Claims arising under the assumed or assumed and assigned DMP Contract shall be released and all proofs of claim solely to the extent of any DMP Opioid Reimbursement Claims asserted therein shall be deemed expunged, without further notice, or action, order or approval of the Court or any other Person. Nothing in this Paragraph 4 shall limit the release in Paragraph 2, which shall release any and all Released Claims against all of the Debtors and each of their respective Related Parties solely in such Related Party's respective capacity as such, whether or not the Released Claims arise under any assumed or assumed and assigned contracts. Purchaser is not assuming any of the DMP Opioid Reimbursement Claims as the assignee of the assumed and assigned contracts. Unless otherwise agreed by such affected party, the foregoing shall not release or otherwise modify any term or provision of such DMP Contract to the extent of (i) any Claim or indemnification or reimbursement rights accruing after the Closing Date for conduct occurring after the Closing Date (including those involving the sale of opioid Products), (ii) any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim, or (iii) any DMP Surviving Pre-Closing Date Litigation Claim. To the extent that a DMP's Contract(s) is assumed or assumed and assigned, such DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim shall be satisfied in the

ordinary course, when and if such DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim comes due and shall be considered part of the cure in connection with any assumption of the DMP Contract(s). Any (i) DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim that is not associated with a DMP Contract that has been assumed or assumed and assigned, and (ii) any DMP Surviving Pre-Closing Date Litigation Claim shall be paid solely from the Voluntary GUC Creditor Trust (subject to and in accordance with the trust distribution procedures and/or other terms of the Voluntary GUC Creditor Trust) or such other trust or payment that is provided to the Holders of general unsecured claims (subject to and in accordance with the trust distribution procedures and/or other terms governing such trust or payment obligation), and no buyer, including the Stalking Horse Bidder, shall be liable for any DMP Surviving Pre-Closing Date Litigation Claim on any ground, including, without limitation, successor liability. Notwithstanding the foregoing release, a DMP retains its DMP Defensive Rights which includes the ability to recover from (i) Persons that are not Protected Parties and (ii) the Debtor Insurance Contracts or other Insurance Contracts of Protected Parties if and only to the extent that the DMP has a direct interest and not a derivative claim under such Insurance Contract. The counterparty to such assumed or assumed and assigned DMP Contract and all other applicable Persons shall be bound by the terms set forth in this paragraph. The DMP Contracts, effective as of assumption or assumption and assignment thereof, shall be deemed amended *mutadis mutandis* to incorporate the foregoing agreement in this paragraph 4; provided that the applicable parties to DMP Contracts shall use commercially reasonable efforts to execute written amendments of the DMP Contract to incorporate the foregoing agreement in this paragraph. For the avoidance of doubt, except as provided in this paragraph 4, the DMP Contracts are not otherwise modified or amended by this Stipulation. For the further avoidance of doubt, each DMP retains all of its rights

to object to the cure amounts associated with its DMP Contract(s) and/or to oppose the assumption or assumption and assignment of its DMP Contract(s); provided, however, that (a) any party to any DMP Contract that the Debtors are seeking to assume or assume and assign must file and serve any objection to the cure amount submitted to that party by the Debtors prior to the execution of this Stipulation not later than five business days following the entry of the Order approving this Stipulation; and (b) each DMP agrees that if its DMP Contract(s) is assumed or assumed and assigned, such assumption or assumption and assignment shall be subject to the terms of this paragraph 4. The Debtors and each DMP shall make a good faith effort to agree on the amount of any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim prior to the closing of any sale or effective date of any chapter 11 plan, subject to subsequent events that might trigger additional DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims.

5. Preservation of DMP Defensive Rights. Nothing in the Bidding Procedures Order, Sale Order, any Sale-related documentation (including the Reconstruction Steps), any plan of reorganization, or any other orders in connection with the foregoing (a) will release, bar, enjoin, impair, alter, modify, amend, limit, prohibit, restrict, reduce, improve or enhance any of the DMP Defensive Rights as such rights exist or might in the future exist under applicable non-bankruptcy law; (b) shall preclude, operate to impair, or have the effect of impairing any of the DMPs from asserting in any proceeding any and all DMP Defensive Rights that they have or may have under applicable law; (c) shall be deemed to waive any of the DMP Defensive Rights; or (d) may be used as evidence of any determination regarding any of the DMP Defensive Rights. Under no circumstances shall any Person be permitted to assert issue preclusion or claim preclusion, waiver, estoppel, or consent in response to the assertion of any DMP Defensive Rights.

6. Permissible Uses for DMP Defensive Rights. DMP Defensive Rights (a) may be used to offset, set-off, recoup, allocate or apportion fault, liability, or damages, or seek judgment reduction or otherwise to defend against any Cause of Action or Claim brought by any Person against any DMP based in whole or in part on Opioid-Related Activities; and (b) shall in no case be used to seek any affirmative monetary recovery from any Protected Party or any asset of any Protected Party (including from any Insurance Contract in which the DMP would have only a derivative interest and not a direct claim) on account of any Claim or Cause of Action released pursuant to this Stipulation, and (c) shall in no case be used to seek an affirmative recovery from any trust, or any asset of any trust (including from any Insurance Contract) created by the Stalking Horse Bidder as well as any trust created by any other Purchaser(s).

7. Preservation of Interests in Insurance. Notwithstanding anything else to the contrary herein, (a) any sale or transfer of the Debtors' Insurance Contracts shall be subject to and shall not affect, expand or diminish in any way any direct interests or rights the DMPs have or may in the future have to pursue insurance coverage under or insurance recoveries from any Debtor Insurance Contracts solely as additional or named insureds or co-insureds (the "DMP Direct Insurance Interests") and (b) such DMP Direct Insurance Interests, if any, are not being released. Nothing in this Stipulation or the Sale Order shall determine whether any Claim, interest, or right under any of the Debtors' Insurance Contracts is either derivative or a DMP Direct Insurance Interest, or otherwise would be disallowed or subordinated under the Bankruptcy Code, which determination shall be made, as necessary, to the extent such Claim or right is not otherwise released, in accordance with applicable law.

8. Preservation of Documents Relevant to Canadian Actions.

(a) Confirmation of Legal Hold. The Debtors have taken appropriate steps to meet their legal preservation obligations related to the Canadian Actions, including issuing and complying with a legal hold that covers the documents and data set forth in Exhibit C (the “Legal Hold”). The Debtors and any Purchaser (including, for the avoidance of doubt, any Affiliate that receives possession or control of documents subject to the Legal Hold if Purchaser does not retain copies of such documents) will continue to abide by the Debtors’ Legal Hold until the resolution of the Canadian Actions or such other time as it would be legally appropriate to release the Legal Hold. To the extent that the Debtors or any Purchaser determine that it is appropriate to suspend the Legal Hold prior to the resolution of the Canadian Actions, it will provide advance written notice to the DMPs and the counsel for any additional Canadian parties identified in Exhibit C who execute an undertaking, in the form of Exhibit D within 15 business days of the execution of this Stipulation agreeing to be bound by this paragraph 8 and do not object (or have not previously objected) to the proposed sale of Debtors’ assets to Purchaser (collectively, with the DMPs, the “Canadian Parties”). Further, the Debtors and Purchaser will not suspend the Legal Hold until and unless the Canadian Parties provide written authorization or until a court of competent jurisdiction authorizes suspension of the Legal Hold.

(b) No Objection to Application of Canadian Law and Canadian Jurisdiction Solely For Document Discovery in Canadian Actions After Sale Closes or Bankruptcy Court Terminates the Automatic Stay. After (i) the sale closing, if documents are being sought from the Purchaser or (ii) the automatic stay in the chapter 11 cases terminating if documents are being sought from the Debtors, the Debtors and any Purchaser will not object to the application of Canadian law, including applicable rules of civil procedure, to any requests for discovery of documents in any Canadian Action, including to the adjudication of any dispute or issue relating to such discovery

requests. The Debtors and any Purchaser will not object to the submission of any dispute over document discovery to the Ontario Superior Court of Justice (Commercial List) where the Debtors' Companies' Creditors Arrangement Act proceedings are pending (the "CCAA Court") or, if the CCAA Court declines to determine any dispute over document discovery, to the Provincial Superior Court with jurisdiction over the Canadian Action in which the document discovery dispute arises. The provisions of this paragraph 8(b) shall not take effect (i) as to the Debtors prior to the termination of the automatic stay in their chapter 11 cases or (ii) as to any Purchaser prior to the closing of the Sale. For the avoidance of doubt: (a) the Debtors' and any Purchaser's agreement under this paragraph is solely for the purposes of document discovery in the Canadian Actions, (b) such agreement does not constitute a general attornment to the jurisdiction of any Canadian court and shall not be relied upon as a basis for requesting any non-document discovery from Debtors or the Purchaser, and (c) nothing contained in this Stipulation modifies the automatic stay arising under Bankruptcy Code § 362(a) as the result of the Debtors' chapter 11 petitions.

(c) No Objection to Document Discovery in the Canadian Actions. The Purchaser is not a party to the Canadian Actions and the Canadian Actions are stayed as to the Debtors, but the Purchaser and the Debtors agree that they (1) will not object on jurisdictional grounds to document discovery directed to the Purchaser or the Debtors and (2) will not require the Canadian Parties to bring a motion for production from a non-party or to serve letters rogatory or letters of request in order to obtain document discovery, subject only to the following provisions and the scope objections preserved by the Debtors and Purchaser in paragraph 8(d): (i) no document discovery will be requested from the Purchaser or the Debtors in any Canadian Action until all parties to such Canadian Action have produced documents in the applicable phase of such Canadian Action and such documents have been reviewed by the party requesting such discovery, (ii) any party to

the applicable Canadian Action who seeks document discovery from the Purchaser or the Debtors will seek documents first from all parties to such Canadian Action and will only seek documents from the Purchaser or the Debtors that were not provided by the parties to such Canadian Action after exhaustion of reasonable efforts to compel such production from the parties to such Canadian Action; (iii) any requests for documents from the Purchaser or the Debtors shall be reasonable and identify specific categories of documents to be produced; and (iv) the party requesting such document discovery from the Purchaser or the Debtors shall commit to pay the reasonable fees and expenses incurred by the Purchaser or the Debtors, as applicable, in responding to such document discovery, including, but not limited to, third-party e-discovery vendor fees and attorneys' fees (but excluding costs (attorneys' fees and disbursements) incurred with respect to any legal proceeding required to resolve any dispute related to document discovery, with the costs of any such proceeding to be awarded at the discretion of the court resolving the dispute pursuant to applicable Canadian law).

(d) Objections to Scope of Discovery Preserved. Except as expressly agreed above, this Stipulation does not waive and is without prejudice to any objections the Debtors or any Purchaser may have to the scope of any discovery requests in the Canadian Actions.

(e) Canadian Parties' Access to U.S. Public Document Repository. For the avoidance of doubt, Debtors and Purchaser agree that the Canadian Parties will have access to documents produced by the Debtors into the public document repository pursuant to Section VI of the voluntary operating injunction in respect of the Debtors approved by an order of the Bankruptcy Court dated November 15, 2022 [Adv. Docket No. 63] (the "Repository"). The obligation under this paragraph 8(e) shall be satisfied by the Debtors and Purchaser providing the Canadian Parties, at reasonable actual cost, either (i) a copy of the actual productions in the U.S. multi-district

litigation, subject to entry of a protective order by an appropriate court or (ii) a copy of the actual production of documents to the Repository, in each case, produced in a format ingestible into a standard e-discovery platform and including standard litigation metadata fields.

9. Trust-Related Provisions. Purchaser agrees that any trust election form or similar document required to receive a distribution from the Voluntary GUC Creditor Trust or similar trust or distribution mechanism to be established if and after the sale closes (a “Trust Election Form”) that includes a release of the Purchaser and any Related Parties to the Purchaser shall not release the Purchaser or its present or future subsidiaries (collectively, the “Purchaser Group”) from any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claims or any Claims arising under any DMP Contracts assumed and assigned to the Purchaser and shall consent to a modification of any Trust Election Form or similar document to remove the Purchaser Group from any release contained in the Trust Election Form or similar document; provided, however, that nothing contained in this Paragraph limits the scope of the release of Released Claims in Paragraph 2, above.

10. Defined Terms.

(a) “Affiliates” means, with respect to any Entity, all Entities that would fall within the definition of an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

(b) “Canadian Actions” means any judicial, administrative, or other action or Claim that has been filed in Canada by a governmental entity or private party in Canada against any of the Debtors in respect of Opioid Claims as at the date of this Stipulation, including those identified in Exhibit C.

(c) “Causes of Action” means any claims, causes of action, demands, actions, suits, obligations, liabilities, cross-claims, counterclaims, defenses, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or noncontingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third-party action, action for indemnity or contribution or otherwise.

(d) “Claim” means any claim, as defined in section 101(5) of the Bankruptcy Code.

(e) “Closing Date” means the earlier of (i) the date of the closing of a Sale pursuant to the Bidding Procedures Order and Sale Order, or (ii) the effective date of a chapter 11 plan incorporating the terms of this Stipulation.

(f) “Debtor Insurer” means any Person that issued or entered into an Insurance Contract (including any third-party administrator) and any respective predecessors and/or Affiliates thereof.

(g) “DMP Defensive Rights” means any and all direct, or indirect, rights, remedies, protections, immunities, objections, defenses, assertions, claims, Causes of Action, and, in each case, of any kind, character, or nature, whether legal, equitable, or contractual, contingent or noncontingent, liquidated or unliquidated, disputed or undisputed, including, without limitation, all rights, remedies, defenses, assertions, and claims against liability, rights to setoff, offset, recoupment, counterclaims, cross-claims, rights to allocation or apportionment of fault and judgment reduction, apportionment of damages, any other defenses, affirmative defenses, or

judgment reduction mechanisms or rights similar to the foregoing, and any steps necessary to assert the foregoing, in each case, solely to reduce the liability, judgment, obligation or fault to any other Person that asserts any Claim or Cause of Action based in whole or in part on Opioid-Related Activities.

(h) “DMP Opioid Reimbursement Claims” means any and all Claims and Causes of Action that (i) either (A) are or could be asserted against any Debtor, the Stalking Horse Bidder or any of its direct or indirect subsidiaries, or any other Purchaser or any such Purchaser’s direct or indirect subsidiaries, including, without limitation, any and all claims that would otherwise be a cure cost of a DMP Contract or (B) seek to recover from any property of any Debtor or its Estate, the Stalking Horse Bidder or any of its direct or indirect subsidiaries, any other Purchaser or any such Purchaser’s direct or indirect subsidiaries, or any Insurance Contract, and (ii) either (A) are for or based upon or arise from contribution, indemnification, reimbursement, setoff or recoupment or any other similar Cause of Action (other than indemnification obligations expressly assumed pursuant to this Stipulation or an order of the Bankruptcy Court) or (B) are for or based upon or arise from any alleged right, claim, or interest of any DMPs under any Insurance Contract; provided that such right is derivative, as opposed to direct, in nature, and (iii) seek to recover, directly or indirectly, any costs, losses, damages, fees, expenses or any other amounts whatsoever, actually or potentially imposed upon the Holder of such claims, in each case based upon, arising from, or attributable to any actual or potential litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or asserted hereafter based on, arising under, or attributable to, in whole or in part, Opioid-Related Activities, any Opioid Claim or any Opioid Demand (including those asserted by any manufacturer, distributor, pharmacy, pharmacy-benefit manager, group purchasing organization or physician or

other contract counterparty or business partner of any Debtor). For the avoidance of doubt, DMP Opioid Reimbursement Claims (i) shall not include any claims of DMPs against Debtor Insurers under Insurance Contracts in which DMPs hold an interest that is not derivative in nature, (ii) shall not include any DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim or any DMP Surviving Pre-Closing Date Litigation Claims, and (iii) shall not include Claims related to Opioid-Related Activities or the manufacture, marketing and sale of opioid Products that arise after the Closing Date based solely on actions or omissions occurring after the Closing Date. For the further avoidance of doubt, a DMP Opioid Reimbursement Claim includes a Claim that is held by an insurance company (including a Debtor Insurer) in its capacity as subrogee of a Holder of a DMP Opioid Reimbursement Claim.

(i) “DMP Surviving Pre-Closing Date Litigation Claims” means Claims of DMPs arising from the conduct alleged in the following lawsuits, without regard to whether the DMPs are existing plaintiffs or the Debtors’ are existing defendants, or alleging Claims or Causes of Action substantially similar to the lawsuits identified below are DMP Surviving Pre-Closing Date Litigation Claims:

- (i) *In re Opana ER Antitrust Litigation* (N.D. Ill., Judge Lenenweber), Case No. 1:14-cvg-10150;
- (ii) *King Drug Company of Florence v. Abbott Laboratories, et al.*, (E.D. Pa, Judge Bartle), Case No. 2:19-cv-03565;
- (iii) *FWK Holdings v. Takeda* (D. Mass., Judge George O’Toole), Case No. 1:21-cv-11057;
- (iv) *Value Drug v. Takeda* (E.D. Pa. Judge Kearney), Case No. 21-cv-3500;
- (v) *In re Seroquel XR Antitrust Litigation* (D. Del. Judge Connolly), Case No. 1:20-cv-01076; and
- (vi) *In re Generic Pharmaceuticals Pricing Antitrust Litigation* (E.D. Pa., Judge Rufe), Case No. 2:16-md-02724

(j) “DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim” means any Claim or Cause of Action arising under an executory contract between a DMP and one or more of the Debtors, solely to the extent that such Claim: (i) arose in the ordinary course of business or as a result of actions or omissions that are not Opioid-Related Activities or a DMP Surviving Pre-Closing Date Litigation Claim, (ii) is not arising out of, in connection with, or related to Opioid-Related Activities, an Opioid Claim, an Opioid Demand, or a DMP Surviving Pre-Closing Date Litigation Claim, and (iii) concerns conduct occurring before the Closing Date. For the avoidance of doubt, a DMP Surviving Pre-Closing Ordinary Course And/Or Contract Claim includes Claims or Causes of Action for rebates, credits, payments, returns, recalls, charge-backs, handling fees, or other amounts due in the ordinary course, including any such claims arising in connection with the sale or purchase of opioid Products, held by a DMP arising under an executory contract between a DMP and one or more of the Debtors, but does not include DMP Opioid Reimbursement Claims or DMP Surviving Pre-Closing Date Litigation Claims.

(k) “Entity” means any entity as defined in section 101(15) of the Bankruptcy Code.

(l) “Estate” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

(m) “Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim” means any Claim or Cause of Action or defense to a DMP Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim held by the Estate or transferred by the Estate to the Stalking Horse Bidder or any of its direct or indirect subsidiaries, or any other Purchaser or any such Purchaser’s direct or indirect subsidiaries, that (i) arose in the ordinary course of business or as a result of actions or omissions that are not Opioid-Related Activities, (ii) is not arising out of,

in connection with, or related to Opioid-Related Activities, an Opioid Claim or an Opioid Demand, and (iii) concerns conduct occurring before the Closing Date; provided, however, that an Estate Surviving Pre-Closing Date Ordinary Course And/Or Contract Claim shall not include any Claims or Causes of Action alleging Claims under chapter 5 of the Bankruptcy Code.

(n) “Holder” means any Entity holding a Claim, as applicable.

(o) “Insurance Contract” means any and all insurance policies that are proposed to be sold to the Purchaser (or vested in the debtors or other party under a chapter 11 plan) issued at any time to, or that otherwise may provide or may have provided coverage to, any of the Debtors, regardless of whether the insurance policies were issued to a Debtor or to a Debtor’s prior affiliates, subsidiaries, or parents or otherwise, or to any of their predecessors, successors, or assigns, and any and all agreements, documents or instruments relating thereto, including any and all agreements with a third-party administrator for claims handling, risk control or related services.

(p) “Opioid Claim” means a Claim or Cause of Action, whether existing now or arising in the future, based in whole or in part on any conduct or circumstance occurring or existing on or before the Closing Date and arising out of, relating to, or in connection with any opioid Product or opioid-related substance, and any and all Opioid Demands related thereto, including, for the avoidance of doubt, claims for indemnification, contribution, or reimbursement on account of payments or losses in any way arising out of, relating to, or in connection with any such conduct or circumstances and DMP Opioid Reimbursement Claims. For the avoidance of doubt, Opioid Claims do not include any liability solely to the extent premised on allegations regarding conduct undertaken by the Debtors, any successor to the Debtors, the Stalking Horse Bidder, or any other Purchaser(s) after the Closing Date.

(q) “Opioid Demand” means any present or future demand for payment against a Debtor that (i) was not a Claim during the Chapter 11 Cases prior to the Closing Date; (ii) is based in whole or in part on any conduct or circumstance occurring or existing on or before the Closing Date; and (iii) arises out of, relates to, or is in connection with the same or similar conduct or events that gave rise to an Opioid Claim. For the avoidance of doubt, an Opioid Demand does not include any liability solely to the extent premised on allegations regarding conduct undertaken after the Closing Date.

(r) “Opioid-Related Activities” means the development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of opioid Products or the use or receipt of any proceeds therefrom, or the use of opioids, including opioids that are not Products, or any other activities that form the basis of an Opioid Claim.

(s) “Pending Opioid Actions” means the Opioid Claims or Opioid Demands that were or could have been commenced before the Closing Date against any of the Debtors, DMPs, or Protected Parties.

(t) “Person” means an individual, firm, corporation (including any non-profit corporation), partnership, limited partnership, limited liability company, joint venture, association, trust, governmental entity, or other entity or organization.

(u) “PPOC Trust” means the “PPOC Trust” as such term is defined in Exhibit 2 of the *Stipulation Among The Debtors, Official Committee Of Unsecured Creditors, Official Committee Of Opioid Claimants, And Ad Hoc First Lien Group Regarding Resolution Of Joint Standing Motion And Related Matters* [Docket 1505].

(v) “Products” means any and all products developed, designed, manufactured, marketed or sold, in research or development, or supported by the Debtors, whether work in progress or in final form.

(w) “Protected Party” means (i) the Debtors and each of their direct and indirect subsidiaries, (ii) the Purchaser(s) (which, for the avoidance of doubt, may include or consist solely of (but is not limited to) the Stalking Horse Bidder), (iii) with respect to each of the foregoing Persons in clauses (i) and (ii), such Persons’ predecessors, successors, permitted assigns, subsidiaries, and controlled affiliates, respective heirs, executors, estates, and nominees, in each case solely in their capacity as such, and (iv) with respect to each of the foregoing Persons in clauses (i) through (iii), such Person’s respective current and former officers and directors, managers, principals, members, partners, employees, agents, advisors (including financial advisors), attorneys, accountants, investment bankers, consultants, experts and other professionals or other representatives of the Persons described in clauses (i) through (iii), in each case solely in their capacity as such.

(x) “Purchaser(s)” means the ultimate buyer(s) of the Debtors’ assets in any future Sale Order or plan of reorganization that close(s) on such purchase(s). For the avoidance of doubt, to the extent it is a Successful Bidder pursuant to the Bidding Procedures Order, the Stalking Horse Bidder will be a Purchaser.

(y) “Reconstruction Steps” means the “Reconstruction Steps” as that term is used in the Bidding Procedures Order.

(z) “Related Parties” means, with respect to any Person, (i) such Person’s predecessors, successors, assigns, subsidiaries, Affiliates, or managed accounts or funds, in each case in their respective capacities as such; (ii) its and their respective past, present and

future officers, board members, directors, principals, agents, servants, independent contractors, co-promoters, third-party sales representatives, medical liaisons, members, partners (general or limited), managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys and legal representatives, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals and advisors, trusts (including trusts established for the benefit of such Person), trustees, protectors, beneficiaries, direct or indirect owners and/or equityholders, parents, transferees, heirs, executors, estates, nominees, administrators, and legatees, in each case solely in their respective capacities as such; and (iii) any insurer of any DMP solely in its capacity as such and specifically excluding any Debtor Insurer, solely in its capacity as a Debtor Insurer.

(aa) “Sale Order” means an order of the Bankruptcy Court approving the sale of substantially all assets by the Debtor.

(bb) “Stalking Horse Bidder” means Tensor Limited, or one or more of its designees (but only if it is named as a Purchaser).

(cc) “UCC Resolution Term Sheet” means the term sheet attached as Exhibit 1 to the Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters [Docket No. 1505].

(dd) “Voluntary GUC Creditor Trust” means the trust provided for in the UCC Resolution Term Sheet.

11. Stipulation Binding on the Parties. Once this Stipulation is approved by the Bankruptcy Court it will control the rights of the Parties as to the subject matter of this Stipulation

and will not be further modified by any sale order, plan or confirmation order absent the written consent of the Parties to such modifications.

12. Headings. The headings in this Stipulation are for purposes of reference only and shall not limit or otherwise affect the meaning of this Stipulation.

13. Joinder. With the consent of the Debtors, and subject to providing the Official Committee of Unsecured Creditors with sufficient notice and an opportunity to object, any Person may execute a joinder to this Stipulation in the form of **Exhibit B** (and/or such other form to which the Debtors consent) and be deemed a “DMP” hereunder.

14. Retention of Jurisdiction. The Parties agree that the Court shall retain jurisdiction with respect to all matters arising from or related to this Stipulation.

**Agreed:**

**SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP**

/s/ Paul D. Leake

Paul D. Leake  
Lisa Laukitis  
Shana A. Elberg  
Evan A. Hill  
One Manhattan West  
New York, New York 10001  
Telephone: (212) 735-3000  
Fax: (212) 735-2000

*Counsel for the Debtors and Debtors in  
Possession*

**CHIESA SHAHINIAN & GIANTOMASI PC**

/s/ Scott A. Zuber

Scott A. Zuber (admitted *pro hac vice*)  
Terri Jane Freedman (admitted *pro hac vice*)  
105 Eisenhower Parkway  
Roseland, New Jersey 07068  
Telephone: (973) 530-2046

- and -

**WACHTELL LIPTON ROSEN & KATZ**

Angela K. Herring  
51 West 52nd Street  
New York, New York 10019  
Telephone: (212) 403-1000

*Counsel for Cardinal Health, Inc. and Related  
Entities*

**O'MELVENY & MYERS LLP**

/s/ Evan M. Jones

Evan M. Jones (admitted *pro hac vice*)  
Jordan A. Weber (admitted *pro hac vice*)  
400 South Hope Street  
Los Angeles, California 90071  
Telephone: (213) 430-6000

- and -

Laura L. Smith (admitted *pro hac vice*)  
2501 North Harwood Street, Suite 1700  
Dallas, Texas 75201  
Telephone: (972) 360-1933

*Counsel for Johnson & Johnson and Certain  
Affiliates*

**KLEHR HARRISON HARVEY  
BRANZBURG LLP**

/s/ Morton R. Branzburg

Morton R. Branzburg  
1835 Market Street, Suite 1400  
Philadelphia, PA 19103  
Telephone: (215) 569-2700  
Fax: (215) 568-6603

- and -

**NOVOADVISORS**

Claudia Z. Springer  
1310 Meetinghouse Road  
Gwynedd, PA 19436  
Telephone: (215) 896- 3775

*Counsel for AmerisourceBergen Drug  
Corporation and Related Entities*

**HOGAN LOVELLS US LLP**

/s/ Christopher R. Bryant

Christopher R. Bryant  
Jennifer Y. Lee  
390 Madison Avenue  
New York, NY 10017  
Telephone: (212) 918-3000  
Fax: (212) 918-3100

*Counsel for Viatris Inc., Mylan Inc., Mylan  
Pharmaceuticals Inc., Mylan Institutional Inc.,  
Mylan Technologies Inc., Mylan Specialty, L.P.,  
and Mylan Bertek Pharmaceuticals Inc.*

**JENNER & BLOCK LLP**

/s/ Catherine Steege

Catherine Steege (*admitted pro hac vice*)  
353 N. Clark Street  
Chicago, IL 60654-3456  
Telephone: (312) 923-2952  
Fax: (312) 840- 7352  
- and -

**BUCHALTER**

Jeffrey K. Garfinkle  
18400 Von Karman Avenue, Suite 800  
Irvine, California 92612-0514  
Telephone: (949) 760-121

*Counsel for McKesson Corporation and Certain  
Affiliates*

**LOCKE LORD LLP**

/s/ John P. McDonald

John P. McDonald (*admitted pro hac vice*)  
Brandan Montminy (*admitted pro hac vice*)  
Nicholas S. Graber (*admitted pro hac vice*)  
2200 Ross Avenue, Suite 2800  
Dallas, Texas 75201  
Telephone: (214) 740-8000  
Facsimile: (214) 740-8800  
jpmcdonald@lockelord.com  
brandan.montminy@lockelord.com  
nick.graber@lockelord.com  
katie.wright@lockelord.com

*Counsel for Henry Schein, Inc. and Related  
Entities*

**WHITE & CASE LLP**

/s/ Matthew E. Linder

Mathew E. Linder (admitted *pro hac vice*)  
111 South Wacker Drive, Suite 5100  
Chicago, Illinois 60606  
Telephone: (312) 881-5400

-and-

Jessica C. Lauria (admitted *pro hac vice*)  
1221 Avenue of the Americas  
New York, New York 10020  
Telephone: (212) 819-8200

-and-

Amanda Parra Christie (admitted *pro hac vice*)  
200 South Biscayne Boulevard, Suite 4900  
Miami, Florida 33131  
Telephone: (305) 371-2700

*Counsel for Teva Pharmaceuticals USA, Inc. and  
Certain Affiliates*

**OSLER, HOSKIN & HARCOURT LLP**

/s/ Robert Lando

Robert Lando (NY Bar # 23870166)  
1325 Avenue of the Americas  
20th Floor  
New York, NY 10019  
Telephone: (212) 991-2504

*Counsel for Loblaw Companies Ltd., Shoppers  
Drug Mart Inc., and Sanis Health Inc*

**Agreed, but Not A Party Hereto:**

**GIBSON, DUNN & CRUTCHER LLP**

*/s/ Michael J. Cohen*

---

Scott J. Greenberg  
Michael J. Cohen  
Joshua K. Brody  
Mary Beth Maloney  
Christina M. Brown  
200 Park Avenue  
New York, New York 10116  
Telephone: (212) 351-4000  
Fax: (212) 351-4035

*Counsel to the Ad Hoc First Lien Group*

**EXHIBIT A**

**Distributors, Manufacturers, and Pharmacies<sup>4</sup>**

**AmerisourceBergen Drug Corporation**

AmerisourceBergen Drug Corporation, in its individual capacity  
AmerisourceBergen Drug Corporation, as successor in interest to Bellco Drug Corp.,  
H.D. Smith Holdings LLC, H.D. Smith, LLC, and Valley Wholesale Drug Co., LLC  
Integrated Commercialization Solutions, Inc.  
American Medical Distributors, Inc.  
AmerisourceBergen Corporation  
J.M. Blanco, Inc.  
MWI Veterinary Supply, Inc.  
ASD Specialty Healthcare, LLC  
PharMEDium Services, LLC

**Cardinal Health**

Cardinal Health, Inc. ("CHI")  
Cardinal Health 3, LLC  
Cardinal Health 3, Inc.<sup>5</sup>  
Cardinal Health 104, LP  
Cardinal Health 107, Inc.<sup>6</sup>  
Cardinal Health 108, LLC (f/k/a Cardinal Health 108, Inc.)  
Cardinal Health 110, LLC (d/b/a Gen-Source RX) (f/k/a Cardinal Health 110, Inc.)  
Cardinal Health 112, LLC  
Cardinal Health 113, LLC  
Cardinal Health 411, Inc.<sup>7</sup>  
Cardinal Health P.R. 120, Inc. (f/k/a Borschow Hospital & Medical Supplies, Inc.)  
Kinray, LLC (f/k/a Kinray, Inc.)<sup>8</sup>  
Cardinal Health 127, Inc.  
Cardinal Syracuse, Inc., a New York corporation (Syracuse, New York)<sup>9</sup>  
Marmac Distributors, Inc., a Connecticut corporation (Hartford, Connecticut)<sup>10</sup>

---

<sup>4</sup> Information regarding the claims filed by each DMP can be found in the DMPs' respective proofs of claim.

<sup>5</sup> Cardinal Health 3, Inc. merged into Cardinal Health 3, LLC on July 1, 2005.

<sup>6</sup> Cardinal Health 107, Inc. is known as Cardinal Health 107, LLC.

<sup>7</sup> Cardinal Health 411, Inc. merged into Cardinal Health 110, LLC on January 1, 2016.

<sup>8</sup> Kinray, Inc. merged into Kinray, LLC on January 1, 2014. Thereafter, Kinray, LLC merged into Cardinal Health 110, LLC on January 1, 2017.

<sup>9</sup> Cardinal Syracuse, Inc. merged into Cardinal Health 110, LLC on September 30, 2001.

<sup>10</sup> Marmac Distributors, Inc. merged into Cardinal Health 200, LLC as of June 30, 2000.

James W. Daly, Inc., a Massachusetts corporation (Peabody, Massachusetts)<sup>11</sup>  
Ohio Valley-Clarksburg, Inc., a Delaware corporation (Wheeling, West Virginia)<sup>12</sup>  
Chapman Drug Company, a Tennessee corporation (Knoxville, Tennessee)<sup>13</sup>  
Cardinal Florida, Inc., a Florida corporation (Lakeland, Florida)<sup>14</sup>  
Cardinal Mississippi, Inc., a Mississippi corporation (Richland, Mississippi)<sup>15</sup>  
Solomons Company, a Georgia corporation (Savannah, Georgia)<sup>16</sup>  
Whitmire Distribution Corporation, a Delaware corporation (Folsom, California)<sup>17</sup>  
Humiston-Keeling, Inc., an Illinois corporation (Calumet City, Illinois)<sup>18</sup>  
Behrens Inc., a Texas corporation (Waco, Texas)<sup>19</sup>  
Parmed Pharmaceuticals, Inc. (f/k/a Parmed Pharmaceuticals, Inc.)<sup>20</sup>  
Red Key, Inc., an Ohio corporation  
Red Oak Sourcing, LLC, as agent for Cardinal Health  
Any other subsidiary of CHI, an Ohio corporation, as may be designated by CHI

**Henry Schein**

Henry Schein, Inc.  
Henry Schein Medical Systems, Inc.  
Insource, Inc.  
General Injectables & Vaccines, Inc.

**Johnson & Johnson**

Johnson & Johnson

---

<sup>11</sup> James W. Daly, Inc. changed its name to Cardinal Health 106, Inc. Cardinal Health 106, Inc. then merged into Cardinal Health 103, Inc. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>12</sup> Ohio Valley-Clarksburg, Inc. merged into Cardinal Health 110, LLC on September 31, 2001.

<sup>13</sup> Chapman Drug Company Merged into Cardinal Health 103, Inc. on December 31, 1998. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>14</sup> Cardinal Florida, Inc. merged into Cardinal Health 103, Inc. on September 30, 1998. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>15</sup> Cardinal Mississippi, Inc. merged into Cardinal Health 103, Inc. on September 30, 1998. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>16</sup> Solomons Company merged into Cardinal Health 103, Inc. on September 23, 1998. Thereafter, Cardinal Health 103, Inc. merged into Cardinal Health 110, LLC on May 31, 2005.

<sup>17</sup> Whitmire Distribution Corporation is the former name of Cardinal Health 110, LLC.

<sup>18</sup> Humiston-Keeling, Inc. merged into Cardinal Health 110, LLC on July 1, 1994.

<sup>19</sup> Behrens Inc. merged into Cardinal Health 110, LLC on June 30, 1998.

<sup>20</sup> Parmed Pharmaceuticals, Inc. converted to Parmed Pharmaceuticals, LLC on January 1, 2014. Parmed Pharmaceuticals, LLC merged into Cardinal Health 110, LLC on January 1, 2016.

Janssen Pharmaceuticals, Inc.  
Ortho-McNeil-Janssen Pharmaceuticals, Inc., n/k/a Janssen Pharmaceuticals, Inc.  
Janssen Pharmaceutica, Inc., n/k/a Janssen Pharmaceuticals, Inc.  
Alza Corporation  
Janssen Ortho LLC  
Janssen Inc.  
Ortho-McNeil Pharmaceutical, Inc.  
Actelion Pharmaceuticals Ltd  
Actelion Pharmaceuticals Australia PTY LTD  
Janssen Supply Chain Division of ALZA Corporation  
Janssen Scientific Affairs, LLC  
Actelion Clinical Research, Inc., n/k/a Janssen Scientific Affairs, LLC  
Johnson & Johnson Health and Wellness Solutions

**McKesson**

McKesson Corporation  
McKesson Canada Corporation  
McKesson Medical Surgical Inc.  
McKesson Specialty Care Distribution Corporation  
McKesson Specialty Distribution LLC  
McKesson Medical Surgical Minnesota Supply Inc.  
Health Mart Systems, Inc.  
McKesson Medical-Surgical Top Holdings Inc.  
RxC Acquisition Company  
Relay Health Corporation

**Mylan**

Viartis Inc.  
Mylan Inc.  
Mylan Pharmaceuticals Inc.  
Mylan Institutional Inc.  
Mylan Technologies Inc.  
Mylan Specialty, L.P.  
Mylan Bertek Pharmaceuticals Inc.

**Teva**

Actavis, Inc.  
Actavis Elizabeth LLC  
Actavis Laboratories FL, Inc.  
Actavis Pharmaceuticals NJ, Inc.  
Actavis South Atlantic LLC  
Anda, Inc.  
Barr Laboratories Inc  
Cephalon, Inc.  
Ivax Pharmaceuticals LLC  
Teva API, Inc  
Teva Pharmaceuticals, Inc  
Teva Pharmaceuticals USA, Inc.  
Watson Laboratories, Inc.  
Actavis Pharma, Inc.

Actavis Laboratories UT, Inc.  
Actavis Mid Atlantic LLC  
Actavis LLC  
Actavis Totowa LLC  
Actavis Kadian LLC  
Teva Puerto Rico LLC (f/k/a Warner Chilcott Company LLC)  
Cephalon, Inc. (n/k/a Cephalon LLC)  
Cupric Holding Co., Inc. (n/k/a Cupric Holding Co. LLC)  
Cobalt Pharmaceuticals Inc. (n/k/a Cobalt Laboratories LLC)  
Teva Pharmaceutical Holdings Coöperatieve U.A  
Teva Pharmaceuticals Europe B.V.  
Teva Sales and Marketing, Inc.  
Teva Branded Pharmaceutical Products R&D, Inc.  
Anda Pharmaceuticals, Inc.  
Anesta LLC  
Barr Laboratories Inc.  
Teva Biopharmaceuticals USA, Inc.  
Anda Marketing Inc  
Teva Pharmaceutical Industries Ltd.  
Abrika Pharmaceuticals, Inc.  
Amide Pharmaceutical, Inc.  
Arrow International Limited  
Breath Limited  
Teva Women's Health, LLC  
Lotus Labs Pvt. Limited  
Pliva Hrvatska d.o.o.  
Pliva, Inc.  
Teva API B.V.  
Teva Czech Industries S.R.O.  
Teva Pharmaceuticals Curacao N.V.  
Plantex Ltd.  
Assia Chemical Industries Ltd.

**Sanis**

Loblaw Companies Ltd.  
Shoppers Drug Mart Inc.  
Sanis Health Inc.

**EXHIBIT B**  
**Form Joinder to the Stipulation**

This joinder agreement (this “Joinder Agreement”) to the Stipulation Resolving the DMPs’ Objection to the Bidding Procedures and Sale Motion, dated as of July [•], 2023 (the “Stipulation”) among Endo International plc and its debtor affiliates party thereto (collectively, the “Debtors”) and certain distributors, manufacturers, and pharmacies (collectively, as listed on Exhibit A to the Stipulation, the “DMPs”) is executed and delivered by the undersigned party (the “Joining Party”). Capitalized terms used but not defined herein have the meanings set forth in the Stipulation.

The Joining Party hereby agrees to be bound by all of the terms of the Stipulation. The Joining Party shall hereafter be deemed to be a “DMP” and a “Party” for all purposes under the Stipulation.

All notices and other communications given or made pursuant to the Stipulation shall be sent to the Joining Party at:

[JOINING PARTY]  
[ADDRESS]  
Attention:  
E-mail:

IN WITNESS WHEREOF, the Joining Party has caused this Joinder Agreement to be executed as of the date provided below.

Date Executed: \_\_\_\_\_, 20

By: [JOINING PARTY]  
\_\_\_\_\_  
Name:  
Title:

**EXHIBIT C**  
**Requirements for Canadian Document Preservation**

1. Legal Hold Obligation. The Legal Hold obligation related to the Canadian Actions shall include all documents that may be relevant to the Canadian Actions, including, for the avoidance of doubt, the following documents:

(a) documents concerning the development and manufacture of opioids, including: (1) any internal documents or communications regarding the rationale to develop the opioids manufactured by the Debtors; (2) any documents regarding the anticipated and/or actual cost of developing or manufacturing opioids; and (3) any supply agreements with respect to obtaining active pharmaceutical ingredients for manufacturing opioids;

(b) documents relevant to any tests and studies the Debtors conducted, or that were conducted by any of the Debtors, including all studies that were in connection with the development, testing and marketing of opioids, or were conducted to determine the risk of disease, injury or illness resulting from use or exposure to opioids as well as the effectiveness of opioids;

(c) documents relevant to the development, sale, manufacturing, testing, and marketing of abuse deterrent formulations of opioids;

(d) documents relevant to the market share that the Debtors had from 1996 to the present with respect to opioids that are alleged in any of the Canadian Actions to have caused or contributed to the risk of disease, injury or illness;

(e) documents relevant to the sale and marketing of opioids in Canada by the Debtors, including: (1) documents relevant to the amount spent by the Debtors on such marketing; (2) all marketing plans, sales targets, sales forecasts and communications to the public and medical practitioners with respect to opioids; (3) all marketing documents regarding the

treatment of chronic pain; (4) all communications with the Debtors' Canadian salesforce regarding opioids and/or chronic pain; and (5) any communications with, or documents received from, any advisors of the Debtors (to the extent those documents/communications were shared with the Canadian Defendants) with respect to the marketing of opioids;

(f) documents relevant to the Debtors' communications with medical students or pharmacy students in Canada regarding opioids, chronic pain, or pain management, including: (1) documents relevant to any funding or other compensation provided by the Debtors to faculty/instructors in Canada; and (2) any textbooks, pamphlets, or other instructional materials funded, developed, or copyrighted by the Debtors that were distributed in Canada, and communications with third parties regarding the development or publication of such materials and records of any and all payments made in connection with those activities;

(g) documents relevant to the Debtors' communications with medical practitioners or other professionals in Canada regarding opioids, chronic pain, or pain management, including: (1) any communications with, or funding provided to, lectures and key opinion leaders in Canada by any of the Debtors; (2) any communications with, or funding provided to, Canadian medical practitioners by any of the Debtors; (3) all letters, brochures and other materials delivered to the public and medical practitioners which discuss the benefits and/or potential side-effects or adverse reactions associated with opioids (including abuse deterrent formulations of opioids); (4) any information regarding coupon programs or drug samples provided to medical practitioners by any of the Debtors; (5) all records of the costs of marketing activities directed at medical practitioners, including receipts for meals, travel, or any other promotional activities; and (6) documents regarding the preparation of studies surrounding pain

management and/or the use of opioids, and records of any and all payments made in connection with the preparation of those studies;

(h) any and all communications with marketing or advertising agencies regarding the development of any Opioid promotional, marketing or sales materials or messaging, including any market research focus group studies or similar analysis;

(i) all data collected by Intercontinental Marketing Services Health Inc., IQVIA Pharma Inc., or any other research or consulting company during the time period that opioids were marketed or distributed by the Debtors;

(j) any and all documents regarding: (1) the remuneration of sales representatives in connection with the sale or distribution of opioids manufactured or distributed by the Debtors, including compensation structure, targets, and annual results; (2) internal training or policy materials or communications regarding the promotion and or sales of opioids; and (3) all call notes recorded by sales representatives regarding the promotion and or sales of opioids;

(k) all communications and records regarding the formation and operation of policy advisory boards with respect to the marketing and sale of opioids;

(l) any and all communications regarding the decision to sponsor or facilitate lectures, courses or professional retreats where the issue of pain management was expected to be discussed, and records of any and all payments made in the course of those activities;

(m) any and all communications with patient advocacy groups, professional groups, policy groups, independent organizations or other associations or organizations dedicated either to pain management or to conditions which were expected to require

pain management (such as cancer), and records of any and all payments made to those groups, associations or organizations;

(n) any and all communications with publishers, authors or others regarding the development or publication of manuals, reference books, booklets or other material dedicated, in whole or in part, to the management of pain, and records of any and all payments made to those groups, associations or organizations;

(o) all of the Debtors' correspondence, studies, or reports (including drafts) to or from Health Canada or other governing regulatory authorities with respect to opioids, including all information required pursuant to subsection 9(1) of the *Narcotic Control Regulations*, CRC, c. 1041, applications to Health Canada seeking approval of any opioids, New Drug Submissions or Supplemental New Drug Submissions, inspection reports, deficiency notices, descriptions of incidents, untitled letters, warning letters, notices of violation, administrative monetary penalties, adverse reaction reports, information or allegations concerning serious side effects or failure of any opioids to produce their desired effects, or other allegations of regulatory noncompliance that refer to any of the Debtors, as well as responses to such correspondence from any of the Debtors, Health Canada or any other governing regulatory authority and any associated corrective and preventive actions initiated thereto, as well as all communications with respect to the documents referred to in this paragraph, including internally among the Debtors;

(p) all versions of product monographs in relation to opioids manufactured or distributed by the Debtors, and to the extent that there were variations over time, or that any variations were considered (even if not implemented), any and all communications regarding the need to make those modifications;

(q) any and all investigations conducted pursuant to subsection C.01.012(a) of the *Food and Drug Regulations*, CRC, c. 870;

(r) any and all information regarding clinical trials and investigational tests that were made public pursuant to subsection 30(1.2)(c) of the *Food and Drugs Act*, RSC 1985, c. F-27;

(s) all draft and submitted applications to any publicly funded drug programs seeking to have any opioids included as funded drugs in any drug plan (including any listings on formularies), as well as all communications with respect to such applications, including internally, with the Debtors, and with such funded drug programs;

(t) all communications between any of the Debtors and Health Canada or other governing regulatory authorities with respect to opioids, including any communications regarding marketing opioids, all studies submitted and any all reports of adverse effects or contra-indications submitted to Health Canada or other governing regulatory authorities in connection with the sale of opioids or use of opioids manufactured and distributed by the Debtors, including documents referenced in subsections C.01.017, C.01.018(1) and C.01.109(1) of the *Food and Drug Regulations*, CRX, c. 870;

(u) any and all communications and documents submitted in connection with the process for inclusion of opioids developed or manufactured by the Debtors in provincial or territorial drug formularies;

(v) sales or distribution records and reports in relation to the opioids manufactured or distributed by the Debtors in Canada;

(w) any adverse drug experience or similar post-market report that was provided to Health Canada, other governing regulatory authorities or other authorities with respect to any of the opioids manufactured or distributed by the Debtors;

(x) all internal memos, directives, or guidelines issued by the Debtors with respect to the new Health Canada licensing conditions issued in November 2012;

(y) any documents or reports that indicate the potential abuse or diversion of opioids including: (1) any reports or communications received from medical practitioners expressing concerns with respect to the use or perceived abuse of opioids; (2) all reports regarding unusual activity given to Health Canada or other governing regulatory authorities; (3) all documents generated in connection with a post-market monitoring system, if any, in relation to the use of opioids; (4) documents and reports concerning theft of opioids and any reporting documents given to regulatory agencies, police or third parties concerning theft, including all communications pursuant to section 20 of the *Narcotic Control Regulations*, CRC, c. 1041; and (5) any investigations, mitigations or remedial steps take in response to the foregoing documents or reports;

(z) to the extent that any sales of opioids were made pursuant to subsections 24(2) to (5) of the *Narcotic Control Regulations*, CRC, c. 104, any and all documents relating to compliance with the requirements in subsection 27(1) of such regulation, including documents that indicate whether or not appropriate systems were put into place and audited;

(aa) all documents and communications by the Debtors with any of their affiliated or associated corporations, companies, partnerships and other entities, including, without limitation, the Canadian Defendants, and their respective employees, officers and directors regarding opioids;

(bb) documents relevant to the considerations set out in paragraph 7(3) of the *Opioid Damages and Health Care Costs Recovery Act*, SBC 2018, c. 35, with respect to apportionment of liability;

(cc) all other documents relevant to Debtors' proportionate share of liability in respect of the claims for the tort of public nuisance asserted in any of the Canadian Actions; and

(dd) all documents relevant to (1) the organization, structure, and legal and beneficial ownership (including through any trusts) of the Debtors, (2) the relationship of the Canadian Defendants to each other and the other Debtors, and (3) the joint management and/or control of the Debtors.

2. Counsel for Additional Canadian Parties.

<b>Party</b>	<b>Counsel</b>	<b>Counsel Email</b>	<b>Counsel Address</b>
Apotex Inc.  Apotex Pharmaceutical Holdings Inc.	Harry Radomski  Nando De Luca	<a href="mailto:hradomski@goodmans.ca">hradomski@goodmans.ca</a>  <a href="mailto:ndeluca@goodmans.ca">ndeluca@goodmans.ca</a>	<b>GOODMANS LLP</b> Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
Nu-Quest Distribution Inc.	Keith Morgan	<a href="mailto:kmorgan@bfma-law.com">kmorgan@bfma-law.com</a>	<b>BROWNE FITZGERALD MORGAN &amp; AVIS</b> PO Box 23135 Terrace on the Square St. John's, NL A1B 4J9
Imperial Distributors Canada Inc.	Marko Vesely  Craig Ferris	<a href="mailto:mvesely@lawsonlundell.com">mvesely@lawsonlundell.com</a>  cferris@lawsonlundell.com	<b>LAWSON LUNDELL LLP</b> Suite 1600 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2
Actavis Pharma Company Pharmascience Inc. Sun Pharma Canada Inc. (formerly Ranbaxy	Laura Fric  Craig Lockwood  Robert Carson	<a href="mailto:lfric@osler.com">lfric@osler.com</a>  <a href="mailto:clockwood@osler.com">clockwood@osler.com</a>  <a href="mailto:rcarson@osler.com">rcarson@osler.com</a>	<b>OSLER, HOSKIN &amp; HARCOURT LLP</b> 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto ON M5X 1B8

Party	Counsel	Counsel Email	Counsel Address
Pharmaceuticals Canada Inc.) Teva Canada Innovation G.P. — S.E.N.C Teva Canada Limited			
LPG Inventory Solutions	Craig P. Dennis, QC  Owen James	<a href="mailto:cdennis@djacounsel.com">cdennis@djacounsel.com</a>  <a href="mailto:ojames@djacounsel.com">ojames@djacounsel.com</a>	<b>DENNIS JAMES AITKEN LLP</b> 800 – 543 Granville Street Vancouver, BC V6C 1X8
Pro Doc Limitee	Kelsey Sheriff	<a href="mailto:ksherriff@millertomson.com">ksherriff@millertomson.com</a>	<b>MILLER THOMSON LLP</b> 725 Granville Street Suite 400 Vancouver, BC V7Y 1G5
The Jean Coutu Group (PJC) Inc.	Geoffrey Shaw  Derek Ronde  Danielle DiPardo	<a href="mailto:gshaw@cassels.com">gshaw@cassels.com</a>  <a href="mailto:dronde@cassels.com">dronde@cassels.com</a>  <a href="mailto:ddipardo@cassels.com">ddipardo@cassels.com</a>	<b>CASSELS BROCK &amp; BLACKWELL LLP</b> HSBC Building 885 West Georgia Street Suite 2200 Vancouver, BC V6C 3E8  - and -  <b>CASSELS BROCK &amp; BLACKWELL LLP</b> Scotia Plaza 40 King Street West Suite 2100 Toronto, ON M5H 3C2
Mylan Pharmaceuticals ULC	Scott Maidment  Joan Young  Jennifer Dent	<a href="mailto:scott.maidment@mcmillan.ca">scott.maidment@mcmillan.ca</a>  <a href="mailto:joan.young@mcmillan.ca">joan.young@mcmillan.ca</a>  <a href="mailto:jennifer.dent@mcmillan.ca">jennifer.dent@mcmillan.ca</a>	<b>McMillan LLP</b> Royal Centre 1055 West Georgia Street Suite 1500, PO Box 11117 Vancouver, BC V6E 4N7
Sandoz Canada Inc.	Peter Pliszka  Stuart Brotman	<a href="mailto:ppliszka@fasken.com">ppliszka@fasken.com</a>  <a href="mailto:sbrotman@fasken.com">sbrotman@fasken.com</a>	<b>FASKEN MARTINEAU DuMOULIN LLP</b>  333 Bay Street, Suite 2400, Toronto, ON M5H 2T6

Party	Counsel	Counsel Email	Counsel Address
Valeant Canada LP / Valeant Canada S.E.C.  Bausch Health Companies Inc.	James Sullivan, Q.C.  Andrew Skodyn  Melanie Baird	<a href="mailto:james.sullivan@blakes.com">james.sullivan@blakes.com</a>  <a href="mailto:andrew.skodyn@blakes.com">andrew.skodyn@blakes.com</a>  <a href="mailto:melanie.baird@blakes.com">melanie.baird@blakes.com</a>	<b>BLAKE, CASSELS &amp;                      GRAYDON LLP</b> 595 Burrard Street, P.O. Box 49314 Suite 2600, Three Bentall Centre Vancouver, BC V7X 1 L3
Bristol-Myers Squibb Canada  Bristol-Myers Squibb Company	Rebecca von Rüti  David Neave	<a href="mailto:rebecca.vonruti@dlapiper.com">rebecca.vonruti@dlapiper.com</a>  <a href="mailto:david.neave@dlapiper.com">david.neave@dlapiper.com</a>	<b>DLA PIPER (CANADA)                      LLP</b> 1133 Melville Street, Suite 2700 Vancouver, BC V6E 4E5

3. Pending Canadian Actions.

Jurisdiction	Claim Filed	Proposed Representative Plaintiff	Applicable Debtors	Court File No.
British Columbia	August 29, 2018	Her Majesty the Queen in Right of the Province of British Columbia (the “ <b>Province of British Columbia</b> ”) as representative plaintiff on behalf of all federal, provincial and territorial governments and agencies	“Paladin Labs” Paladin Labs Canadian Holdings Inc. Endo International plc (“ <b>Endo Parent</b> ”) Endo Pharmaceuticals Inc. (“ <b>EPI</b> ”) Endo Ventures Ltd. (“ <b>Endo Ventures</b> ”)	No: S189395 (Vancouver Registry)
British Columbia	December 2019	The individual “MW”	“Paladin Labs” EPI	
Alberta	June 2020	The City of Grande Prairie and the City of Brantford as representative plaintiffs on behalf of all local or municipal governments in Canada	“Paladin Labs” Endo Parent EPI Endo Ventures	
Saskatchewan	March 2021	Peter Ballantyne Cree Nation and Lac La Ronge Indian Band as representative plaintiffs on behalf of all First Nations communities and local or municipal governments in Canada	“Paladin Labs” Endo Parent EPI	
Ontario	May 2019	Darryl Gebien	Paladin Endo Parent EPI	CV-19-00620048-00CP CV-19-00630389-00CP
Quebec	May 2019	Jean-Francois Bourassa	Paladin	

**EXHIBIT D**  
**Form of Canadian Undertaking**

This undertaking agreement (this “Undertaking”) to the Stipulation Resolving the DMPs’ Objection to the Bidding Procedures and Sale Motion, dated as of July [•], 2023 (as amended, modified, or otherwise supplemented from time to time, the “Stipulation”) among Endo International plc and its debtor affiliates party thereto (collectively, the “Debtors”) and certain distributors, manufacturers, and pharmacies (collectively, as listed on Exhibit A to the Stipulation, the “DMPs”) is executed and delivered by the undersigned party (the “Undertaking Party”). Capitalized terms used but not defined herein shall have the meanings set forth in the Stipulation.

The Undertaking Party hereby agrees to be bound by paragraphs 8 and 11-14 of the Stipulation. For the avoidance of doubt, the Undertaking Party shall not be treated as a DMP under or Party to the Stipulation for any other purpose.

The Undertaking Party hereby represents and warrants that it has not previously objected to the proposed sale of Debtors’ assets and agrees that it will not object to any proposed sale of the Debtors’ assets to the Purchaser or to any ultimate buyer(s) of the Debtors’ assets in any future Sale Order or plan of reorganization for the Debtors provided that it includes the relief provided in paragraph 8 of the Stipulation. In the event that the Closing Date does not occur, the Parties hereto shall be returned to the positions they were in prior to the Court’s approval of this Stipulation, with all rights, remedies and objections preserved.

All notices and other communications given or made pursuant to the Agreement shall be sent to the Undertaking Party at:

[UNDERTAKING PARTY]  
[ADDRESS]  
Attention:  
E-mail:

IN WITNESS WHEREOF, the Undertaking Party has caused this Undertaking to be executed as of the date provided below.

Date Executed: \_\_\_\_\_, 20\_\_

By: [UNDERTAKING PARTY]  
\_\_\_\_\_  
Name:  
Title:

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

**FIFTH AFFIDAVIT OF DANIEL VAS  
(Sworn April 5, 2024)**

**GOODMANS LLP**

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

**Robert J. Chadwick LSO#: 35165K**

[rchadwick@goodmans.ca](mailto:rchadwick@goodmans.ca)

**Bradley Wiffen LSO#: 64279L**

[bwiffen@goodmans.ca](mailto:bwiffen@goodmans.ca)

**Andrew Harmes LSO#: 73221A**

[aharmes@goodmans.ca](mailto:aharmes@goodmans.ca)

Tel: 416.979.2211

Fax: 416.979.1234

Lawyers for the Applicant

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

**MOTION RECORD  
(Returnable April 16, 2024)**

**GOODMANS LLP**

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

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

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

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

**Erik Axell LSO#: 85345O**  
eaxell@goodmans.ca

Tel: 416.979.2211  
Fax: 416.979.1234

Lawyers for the Applicant