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 Termination Order
Returnable December 2, 2025)

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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

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

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

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 Termination Order
Returnable December 2, 2025

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 December 2, 2025 at 8:30 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 Case Centre in these proceedings.

THE MOTION IS FOR:

1. An Order (the "**Termination Order**"), substantially in the form contained in the Motion Record of the Foreign Representative, among other things:

(a) approving the Seventh Report of KSV Restructuring Inc. ("**KSV**"), in its capacity as information officer (the "**Information Officer**") in these proceedings (the "**Recognition Proceedings**") in respect of Paladin and Paladin Labs Canadian Holding Inc. (collectively, the "**Canadian Debtors**") under Part IV of the *Companies' Creditors Arrangement Act* (the "**CCAA**");

(b) approving the fees and disbursements of the Information Officer and its counsel, as set out in the Seventh Report and the fee affidavits attached thereto;

(c) ordering that, effective on the filing (the "**Termination Time**") of a certificate of the Information Officer certifying that all matters to be attended to in connection with the Recognition Proceedings have been completed:

(i) KSV shall be discharged as Information Officer, provided that KSV shall have the authority to address any matters in its role of Information Officer that are ancillary or incidental to the Recognition Proceedings following the Termination Time; and

(ii) the Administration Charge (as defined in the First Supplemental Order) shall be terminated, released and discharged; and

(d) releasing the Information Officer and its counsel (each a "**Released Party**") from any liability that such Released Party may have by reason of its acts or omissions

while acting in its capacity as Information Officer or counsel to the Information Officer, as applicable, save and except for any gross negligence or willful misconduct on the part of the applicable Released Party; 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. Endo Parent and its affiliates (collectively, the "**Endo Group**") operated a global specialty pharmaceutical business that produced and sold generic and branded products.[1]

4. On August 16, 2022, the Debtors, including the Canadian Debtors, commenced the Chapter 11 Cases by filing voluntary petitions with the Bankruptcy Court.

5. 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 Recognition Proceedings.

6. 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) (the "**First**

[1] Capitalized terms used and not defined herein, unless otherwise indicated, have the meanings given to them in the Affidavit of Patrick J. Bartels Jr. sworn November 21, 2025 (the "**Bartels Affidavit**").

Supplemental Order"), among other things, appointing KSV as the Information Officer in these Recognition Proceedings.

B. The Debtors' Chapter 11 Plan

7. During the course of the Chapter 11 Cases and a related mediation process ordered by the Bankruptcy Court, the Debtors achieved nearly unanimous stakeholder consensus for their restructuring plan through negotiated resolutions with a broad cross-section of their secured and unsecured creditor groups. Those resolutions enabled the Debtors to proceed with a chapter 11 plan of reorganization.

8. The *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Docket No. 3849] (the "**Plan**") obtained overwhelming support from voting claimants, with over 99.9% of voting parties by both amount and value voting in favour of the Plan.

9. The Plan and the related Plan Transaction achieved a comprehensive restructuring of the Endo Group, including the Canadian Debtors, and resulted in the acquisition of substantially all of the business and assets of the Endo Group by an entity ("**New Endo**") owned by the Endo Group's first lien lenders. The Plan addressed the Debtors' unsustainable capital structure and reduced the funded indebtedness of the restructured business by approximately US$5.5 billion. The Plan also provided the business with an improved liability profile and a fresh start through the resolution of thousands of lawsuits affecting the Endo Group.

10. On March 22, 2024, the Bankruptcy Court granted the Confirmation Order,[2] among other things, confirming the Plan.

11. On April 16, 2024, this Court granted the Plan Recognition Order, among other things:

(a) recognizing and enforcing the Confirmation Order in Canada;

(b) authorizing the Canadian Debtors and Patrick J. Bartels Jr., in his capacity as administrator of the Plan (the "**Plan Administrator**"), to take all steps and actions necessary or appropriate to implement the Plan and the purchase and sale agreement governing the Plan Transaction;

(c) effective as of the Plan Implementation 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

(d) ordering that, at such time following the Plan Implementation Date as the Plan Administrator or the Canadian Debtors determine appropriate, the Plan Administrator or the Canadian Debtors are authorized to (i) bring a motion before this Court seeking the termination of the Recognition Proceedings; and (ii) make assignments in bankruptcy on behalf of the Canadian Debtors under the *Bankruptcy and Insolvency Act*.

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[2] The Confirmation Order is 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].

12. The Plan was implemented on April 23, 2024 (the "**Plan Implementation Date**").

13. The Canadian Debtors – which were the two principal Canadian entities in the Endo Group – were subject to the Plan. On the Plan Implementation Date: (a) substantially all of the business and assets of the Canadian Debtors were sold and transferred under the Plan Transaction to Paladin Pharma Inc. (the "**Canada Buyer**"), a Quebec corporation indirectly owned by New Endo; and (b) Canadian creditors with allowed claims against the Debtors became entitled to receive recoveries on their unsecured claims pursuant to and in accordance with the terms of the Plan and negotiated settlements reached by the Debtors and/or the Ad Hoc First Lien Group with various creditor groups.

C. Wind-Down of the Canadian Debtors

14. Since the Plan Implementation Date, the Canadian Debtors, with the assistance and oversight of the Plan Administrator and their respective counsel, have undertaken various wind-down activities, including:

(a) filing applications with Health Canada for the transfer to the Canada Buyer of licenses and authorizations required in the operation of the Canadian Business;

(b) finalizing agreements with provincial and territorial health authorities for the transfer of product listing agreements to the Canada Buyer;

(c) attending to corporate governance matters, including in connection with changes to the composition of the boards of directors of the Canadian Debtors taking effect on the Plan Implementation Date;

(d) completing required tax filings and resolving disputed tax matters with the Canada Revenue Agency and Revenue Québec; and

(e) working to obtain the dismissal or discontinuance of the various actions and proceedings comprising the Canadian Litigation.

15. The wind-down of the Canadian Debtors is now substantially complete. Subject to the granting of the Termination Order, the Plan Administrator intends to terminate these Recognition Proceedings and assign the Canadian Debtors into bankruptcy by no later than December 31, 2025.

D. The Proposed Termination Order

16. The Foreign Representative seeks the granting of the proposed Termination Order to effectuate the termination of the Recognition Proceedings and achieve an orderly completion to the wind-down activities of the Canadian Debtors.

17. The relief sought in the proposed Termination Order is within the jurisdiction of the Court and flows directly from relief previously granted by the Court in these Recognition Proceedings.

18. The discharge and release of the Information Officer and its counsel is intended to bring finality to the Canadian Debtors' restructuring process and to facilitate the termination of the Recognition Proceedings.

19. The relief sought in the proposed Termination Order is consistent with termination orders granted in plenary CCAA proceedings and the protections afforded to court-appointed officers in connection with such proceedings.

20. 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.

21. The granting of the Termination Order is appropriate in the circumstances and is in the best interests of the Canadian Debtors and their stakeholders.

E. General

22. The provisions of the CCAA, including Part IV and section 49 thereof; and

23. 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:

24. The Bartels Affidavit; and

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

Date: November 21, 2025

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Court File No. CV-19-00628233-00CL

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

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

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable December 2, 2025)

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Lawyers for the Foreign Representative

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE CHIEF	)	TUESDAY, THE 2ND
	)	
JUSTICE MORAWETZ	)	DAY OF DECEMBER, 2025

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

TERMINATION 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 pursuant to chapter 11 of title 11 of the United States Code, for an Order, among other things, terminating these recognition proceedings under Part IV of the CCAA (the "**Recognition Proceedings**") and granting related relief, was heard this day by videoconference.

ON READING the Notice of Motion, the affidavit of Patrick J. Bartels sworn November 21, 2025 in his capacity as Plan Administrator (as defined in the Plan Recognition Order of this Court dated April 16, 2024 (the "**Plan Recognition Order**")), the seventh report of KSV Restructuring Inc. ("**KSV**"), in its capacity as information officer (the "**Information Officer**"), dated November ●, 2025 (the "**Seventh Report**"), filed, and the affidavits of Noah Goldstein

sworn November ●, 2025 and Sean Zweig sworn November ●, 2025 attached to the Seventh Report (together, the "**Fee Affidavits**"), filed.

AND UPON HEARING the submissions of Goodmans LLP, counsel for the Foreign Representative and the Canadian Debtors, Bennett Jones LLP, counsel for the Information Officer ("**IO Counsel**"), and counsel for such other parties as were present and wished to be heard:

SERVICE AND DEFINITIONS

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

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

APPROVAL OF THE SEVENTH REPORT AND THE FEES OF THE INFORMATION OFFICER AND IO COUNSEL

3. **THIS COURT ORDERS** that the Seventh 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.

4. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and IO Counsel, as set out in the Seventh Report and the Fee Affidavits attached thereto, including the estimated fees and disbursements of the Information Officer and IO Counsel to the date of the Information Officer's discharge up to a maximum aggregate amount of CAD$100,000, plus applicable taxes and disbursements, be and are hereby approved.

TERMINATION OF RECOGNITION PROCEEDINGS

5. **THIS COURT ORDERS** that upon service by the Information Officer of an executed certificate substantially in the form attached hereto as Schedule "A" (the "**Termination Certificate**") on the service list in these Recognition Proceedings (the "**Service List**") certifying that, to the knowledge of the Information Officer, all matters to be attended to in connection with these Recognition Proceedings have been completed, these Recognition Proceedings shall be terminated without any further act or formality (the "**Termination Time**"), provided that the termination of the Recognition Proceedings shall not impact the validity of any Orders made in these Recognition Proceedings or any actions or steps taken by any Person in accordance therewith.

6. **THIS COURT ORDERS** that the Information Officer is hereby directed to file a copy of the Termination Certificate with the Court as soon as reasonably practicable following service thereof on the Service List.

7. **THIS COURT ORDERS** that the Administration Charge shall be terminated, released and discharged as at the Termination Time without any further act or formality.

DISCHARGE OF INFORMATION OFFICER AND RELATED AUTHORIZATIONS

8. **THIS COURT ORDERS** that effective at the Termination Time, KSV shall be and is hereby discharged as the Information Officer in these Recognition Proceedings and shall have no further duties, obligations or responsibilities as Information Officer from and after the Termination Time, provided that, notwithstanding its discharge as Information Officer, KSV shall have the authority to carry out, complete or address any matters in its role as Information Officer that are ancillary or incidental to these Recognition Proceedings following the Termination Time, as may be required (the "**Incidental Matters**").

9. **THIS COURT ORDERS** that notwithstanding any provision of this Order, the Information Officer's discharge or the termination of these Recognition Proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Information Officer shall continue to have the benefit of, the rights, approvals, releases and protections in favour of the Information Officer at law or pursuant to the CCAA, the First Supplemental Order, the Plan Recognition Order, or any other Order of this Court granted in these Recognition Proceedings, all of which are expressly continued and confirmed following the Termination Time, including in connection with any Incidental Matters.

RELEASE

10. **THIS COURT ORDERS** that, effective at the Termination Time, KSV and IO Counsel (each, a "**Released Party**") shall be released and discharged from any and all liability that such Released Party now has or may hereafter have by reason of, or in any way arising out of, its acts or omissions while acting in its capacity as Information Officer or counsel to the Information Officer, as applicable, save and except for any gross negligence or willful misconduct on the part of the applicable Released Party. Without limiting the generality of the foregoing, at the Termination Time, KSV and IO Counsel shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, within the Recognition Proceedings, save and except for any gross negligence or willful misconduct on the part of the applicable Released Party (collectively, the "**Released Claims**").

11. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any Released Party in any way arising from or related to the Released Claims except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the applicable Released Party and upon further order securing, as security for costs, such costs of the applicable Released Party in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

GENERAL

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Canadian Debtors, the 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.

13. **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.

14. **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"
FORM OF TERMINATION CERTIFICATE

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

TERMINATION CERTIFICATE

RECITALS

A. Pursuant to the Supplemental Order (Foreign Main Proceeding) of the Ontario Superior Court (Commercial List) (the "**Court**") dated August 19, 2022, KSV Restructuring Inc. was appointed as information officer of the Court (in such capacity, the "**Information Officer**") in the proceedings (the "**Recognition Proceedings**") commenced by Paladin Labs Inc., in its capacity as foreign representative, under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

B. Pursuant to the Termination Order of the Court granted in the Recognition Proceedings on December 2, 2025 (the "**Termination Order**"), the Court ordered that, upon service by the Information Officer of this certificate (the "**Termination Certificate**") certifying that, to the knowledge of the Information Officer, all matters to be attended to in connection with the Recognition Proceedings have been completed, the Recognition Proceedings shall be terminated effective as of the date and time set forth in this Termination Certificate.

C. Unless otherwise indicated herein, capitalized terms used herein shall have the meanings set out in the Termination Order.

THE INFORMATION OFFICER HEREBY CERTIFIES that, to the knowledge of the Information Officer, all matters to be attended to in connection with the Recognition Proceedings have been completed.

ACCORDINGLY, the Termination Time has occurred.

DATED at Toronto, Ontario this ____ day of _____, 2025.

KSV RESTRUCTURING INC., solely in its capacity as Information Officer and not in its personal or corporate capacity

Per: _____

Name:

Title:

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

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

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Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

TERMINATION ORDER

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

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

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Applicant

AFFIDAVIT OF PATRICK J. BARTELS JR.
(Sworn November 21, 2025)

I, Patrick J. Bartels Jr., of the City of Charlotte, in the State of North Carolina, MAKE OATH AND SAY:

1. I am the plan administrator (the "**Plan Administrator**") in accordance with the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Docket No. 3849] (as amended, supplemented or modified from time to time, the "**Plan**") in the Chapter 11 Cases in respect of Endo International plc ("**Endo Parent**") and certain of its affiliates, including Paladin Labs Inc. ("**Paladin**") and Paladin Labs Canadian Holding Inc. ("**Paladin Holdings**" and, together with Paladin, the "**Canadian Debtors**"). I am also a director of each of the Canadian Debtors. 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. This affidavit is sworn in support of a motion by Paladin, in its capacity as foreign representative of the Chapter 11 Cases (the "**Foreign Representative**"), for an order (the proposed "**Termination Order**") terminating these proceedings in respect of the Canadian Debtors (the "**Recognition Proceedings**") under Part IV of the *Companies' Creditors Arrangement Act* (the "**CCAA**") and granting ancillary relief.

I. BACKGROUND

3. Endo Parent and its affiliates (collectively, the "**Endo Group**") operated a global specialty pharmaceutical business that produced and sold generic and branded products. On August 16, 2022, 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 by filing voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

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

5. The Chapter 11 Cases were recognized by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") as a "foreign main proceeding" under Part IV of the CCAA pursuant to an Initial Recognition Order (Foreign Main Proceeding) of the Court granted

August 19, 2022. The Supplemental Order (Foreign Main Proceeding) of the Court granted on August 19, 2022 (the "**First Supplemental Order**"), appointed KSV Restructuring Inc. ("**KSV**") as information officer in connection with the Recognition Proceedings (in such capacity, the "**Information Officer**").

6. During the course of the Chapter 11 Cases and a related mediation process ordered by the Bankruptcy Court, the Debtors achieved nearly unanimous stakeholder consensus for their restructuring plan through negotiated resolutions with a broad cross-section of their secured and unsecured creditor groups. Those resolutions enabled the Debtors to proceed with a chapter 11 plan of reorganization that obtained overwhelming support from voting claimants, with over 99.9% of voting parties by both amount and value voting in favour of the Plan.

7. The history of the Chapter 11 Cases, the resolutions reached between the Debtors and their key stakeholders, and the structure and terms of the Plan and the related Plan Transaction (as described and defined below) are described in detail in the fifth affidavit of Daniel Vas, the former executive director of finance of Paladin, sworn on April 5, 2024 (the "**Fifth Vas Affidavit**") and filed in these Recognition Proceedings. A copy of the Fifth Vas Affidavit (without exhibits) is attached hereto as Exhibit "A". Capitalized terms used and not otherwise defined herein have the meanings given to them in the Fifth Vas Affidavit or the Plan, as applicable.

8. The Plan and the related Plan Transaction achieved a comprehensive restructuring of the Endo Group, including the Canadian Debtors, and resulted in the acquisition of substantially all of the business and assets of the Endo Group by its first lien lenders. The Plan addressed the Debtors' unsustainable capital structure and reduced the funded indebtedness of the restructured business

by approximately US$5.5 billion. The Plan also provided the business with an improved liability profile and a fresh start through the resolution of thousands of lawsuits affecting the Endo Group.

9. At a high-level, the Plan was structured as follows:

(a) the Plan gave effect to resolutions reached by the Debtors and/or an ad hoc group of their first lien lenders (the "**Ad Hoc First Lien Group**") with various creditor groups (collectively, the "**Plan Settlements**"), established a process for the submission and evaluation of creditor claims and the payment of distributions to creditors, and implemented certain releases and injunctions;

(b) concurrently with and as part of the implementation of the Plan, the Debtors completed a sale transaction (the "**Plan Transaction**") governed by the terms of a Purchase and Sale Agreement (the "**PSA**"), pursuant to which substantially all of the business and assets of certain Debtors located in the United States and Canada were sold and transferred to the applicable Purchaser Entities, free and clear of claims and encumbrances (other than assumed liabilities and permitted encumbrances);

(c) under the Plan, holders of the Debtors' Prepetition First Lien Indebtedness received, among other consideration, 96.30% (subject to certain dilution) of the equity of Endo, Inc. ("**New Endo**"), the parent company of the Purchaser Entities that acquired the restructured Endo Group business under the Plan Transaction; and

(d) under the Plan, unsecured creditors (including holders of deficiency claims in respect of the Prepetition Second Lien Indebtedness) became entitled to receive the

cash and/or other consideration set forth in the Plan and the Plan Settlements in full and final satisfaction of their claims.

10. On March 22, 2024, the Bankruptcy Court granted the Confirmation Order,[1] among other things, confirming the Plan. A copy of the Plan is attached hereto as Exhibit "B".

11. On April 16, 2024, on a motion brought by Paladin in its capacity as Foreign Representative, this Court granted an order (the "**Plan Recognition Order**"), a copy of which is attached hereto as Exhibit "C", among other things:

(a) recognizing and enforcing the Confirmation Order in Canada;

(b) ordering that the Plan and the Plan Supplement (collectively, the "**Confirmed Plan**"), the PSA, the Plan Transaction and the Plan Administrator Agreement (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 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 Plan Implementation Date, discharging and dismissing, without costs, all actions and proceedings in any court or tribunal in Canada in which a

[1] The Confirmation Order is 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].

Canadian Debtor or any other Debtor is a defendant (collectively, the "**Canadian Litigation**") as against the Debtors;

(e) granting certain "bar order" protections in favour of non-settling defendants in the Canadian Provinces Class Action and the Canadian Provinces McKinsey Action;

(f) approving certain reports of the Information Officer and the activities of the Information Officer referred to in such reports;

(g) approving certain fees and disbursements of the Information Officer and its counsel; and

(h) ordering that, at such time following the Plan Implementation Date as the Plan Administrator or the Canadian Debtors determine appropriate, the Plan Administrator or the Canadian Debtors are authorized to (i) bring a motion before this Court seeking the termination of the Recognition Proceedings; and (ii) make assignments in bankruptcy on behalf of the Canadian Debtors under the *Bankruptcy and Insolvency Act* (the "**BIA**").

12. The Plan was implemented and the "Effective Date" (as defined in the Plan) occurred on April 23, 2024 (the "**Plan Implementation Date**"). Attached hereto as Exhibit "D" is a notice filed by the Debtors in the Chapter 11 Cases confirming the occurrence of the Effective Date under the Plan.[2]

[2] *Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) the Administrative Expense Claims Bar Date* [Docket No. 4212].

13. The Canadian Debtors – which were the two principal Canadian entities in the Endo Group – were subject to the proposed Plan. On the Plan Implementation Date: (a) substantially all of the business and assets of the Canadian Debtors were sold and transferred under the Plan Transaction to Paladin Pharma Inc. (the "**Canada Buyer**"), a Quebec corporation indirectly owned by New Endo; and (b) Canadian creditors with allowed claims against the Debtors became entitled to receive recoveries on their unsecured claims pursuant to and in accordance with the terms of the Plan and the Plan Settlements.

14. Since the Plan Implementation Date, the Canadian Debtors, with the assistance and oversight of the Plan Administrator and their respective counsel, have undertaken various wind-down activities in respect of the Canadian Debtors, as described in additional detail below. The wind-down of the Canadian Debtors is now substantially complete and, subject to the granting of the Termination Order, the Plan Administrator intends to terminate these Recognition Proceedings and assign the Canadian Debtors into bankruptcy by no later than December 31, 2025.

II. THE PLAN ADMINISTRATOR AGREEMENT

15. As described at paragraphs 81 to 85 of the Fifth Vas Affidavit, the Plan provided for the appointment of the Plan Administrator to perform certain duties following implementation of the Plan, including effectuating the terms of the Plan on behalf of the Debtor entities that were not acquired by the Purchaser Entities, including the Canadian Debtors (collectively, the "**Remaining Debtors**") and winding-down the Remaining Debtors.

16. The responsibilities of the Plan Administrator are set forth in the Plan Administrator Agreement, which was approved by the Bankruptcy Court pursuant to the Confirmation Order,

including as such Plan Administrator Agreement may be modified, amended or supplemented following execution. Attached hereto as Exhibit "E" is a copy of the Amended Plan Administrator Agreement dated as of June 5, 2024, which constitutes the Plan Administrator Agreement for purposes of the Confirmation Order.

17. The Plan Administrator Agreement authorizes the Plan Administrator to exercise authority over the management and conduct of the affairs of the Remaining Debtors and authorizes the Plan Administrator to take the following actions, among others, consistent with the Plan, the Confirmation Order and other applicable Plan Documents:

(a) to administer any assets of the Remaining Debtors;

(b) to take all corporate action to wind down, dissolve, bankrupt or liquidate the Remaining Debtors;

(c) to prepare and file any necessary filings or pleadings with the Bankruptcy Court or with this Court to carry out the duties of the Plan Administrator; and

(d) to take all actions reasonably necessary or desirable to be granted authority to act for and on behalf of any Remaining Debtor, including acting as a director or officer of a Remaining Debtor.

18. The Plan Recognition Order recognized the Plan Administrator Agreement and authorized the Plan Administrator and the Canadian Debtors to take all 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.

19. At this time, I am the sole director of each of Paladin and Paladin Holdings. The other director of the Canadian Debtors as of the Plan Implementation Date, Livio Di Francesco, resigned as a director of each of Paladin and Paladin Holdings effective June 16, 2025.

III. WIND-DOWN MATTERS IN RELATION TO THE CANADIAN DEBTORS

A. Implementation of the Plan and the Plan Transaction

20. Following the granting of the Plan Recognition Order on April 16, 2024, the Canadian Debtors and their advisors continued their efforts to complete required actions in relation to the implementation of the Plan and the Plan Transaction, including:

(a) filing applications with Health Canada for the transfer to the Canada Buyer of licenses and authorizations required in the operation of the Canadian Business, which process continued on a post-implementation basis;

(b) finalizing agreements with provincial and territorial health authorities for the transfer of product listing agreements to the Canada Buyer, which process continued on a post-implementation basis;

(c) finalizing agreements and instruments for the conveyance of the Transferred Assets (as defined in the PSA) to the Canada Buyer and the implementation of the Plan;

(d) finalizing agreements with other Debtors and entities in the Endo Group in relation to the treatment of intercompany claims and obligations; and

(e) attending to corporate governance matters, including in connection with changes to the composition of the boards of directors of the Canadian Debtors taking effect on the Plan Implementation Date.

21. The Plan Implementation Date occurred on April 23, 2024. Concurrently with implementation of the Plan, the Plan Transaction became effective and substantially all of the business and assets of the Canadian Debtors were transferred to the Canada Buyer.

22. As described in the Fifth Vas Affidavit, the Plan Settlements reached between the Debtors, the Ad Hoc First Lien Group, and the Debtors' secured and unsecured creditor groups were to be implemented through the streaming of creditor claims (the "**Trust Channeled Claims**") to various trusts and sub-trusts established pursuant to the Plan (the "**Trusts**") for review, determination and payment in accordance with the applicable governing documents of such Trusts (the "**Trust Documents**"). The structure of the Trusts, the beneficiaries of the Trusts, and the consideration payable to creditors with Allowed Claims were summarized in the table reproduced at paragraph 64 of the Fifth Vas Affidavit.

23. The process for the submission and evaluation of Trust Channeled Claims was generally to occur following the Plan Implementation Date in accordance with the Trust Documents. The submission and review process with respect to Trust Channeled Claims remains ongoing by each applicable Trust. As noted in the Fifth Vas Affidavit, Canadian creditors with Allowed Claims were entitled to obtain recoveries on their Trust Channeled Claims pursuant to and in accordance with the Plan and the applicable Trust Documents, in each case subject to meeting all eligibility requirements.

24. Since the Plan Implementation Date, the Bankruptcy Court, on motions brought by the Plan Administrator, has closed the Chapter 11 Cases of certain of the Debtors. The Chapter 11 Case of Paladin Holdings was closed pursuant to an order[3] of the Bankruptcy Court granted December 5, 2024, a copy of which is attached hereto as Exhibit "F". The Plan Administrator intends to seek the termination of the Chapter 11 Case of Paladin following the termination of these Recognition Proceedings.

B. Post-Implementation Transactions Involving the Canada Buyer and New Endo

25. As noted above, the Canada Buyer acquired substantially all of the business and assets of the Canadian Debtors on completion of the Plan Transaction on the Plan Implementation Date. Subsequently, on March 11, 2025, Knight Therapeutics Inc. ("**Knight**"), a specialty pharmaceutical company headquartered in Montreal, Canada and listed on the Toronto Stock Exchange, announced that it had entered into a definitive asset purchase agreement with the Canada Buyer and Endo Operations Limited to acquire the business of the Canada Buyer. Knight's acquisition of the business of the Canada Buyer was completed on June 17, 2025.

26. On March 13, 2025, New Endo – the parent company that acquired the business and assets of the Endo Group in connection with the Plan and the Plan Transaction – announced that it had entered into a definitive merger agreement with Mallinckrodt plc ("**Mallinckrodt**") to combine the two companies. Under the transaction, shareholders of New Endo received US$100 million in

[3] *Order (I) Closing Certain Chapter 11 Cases; (II) Granting Final Decrees in Certain Closed Chapter 11 Cases; (III) Amending Caption of Remaining Cases; and (IV) Granting Related Relief* [Docket No. 4808].

cash and 49.9% of Mallinckrodt's equity on a pro forma basis, and New Endo became a wholly-owned subsidiary of Mallinckrodt. The transaction closed on August 1, 2025.

27. The transactions with Knight and Mallinckrodt described above did not involve the Canadian Debtors or their residual estates.

C. Tax Matters Involving the Canadian Debtors

28. Since the Plan Implementation Date, the Canadian Debtors have worked to complete required tax filings and to resolve disputed tax matters. I was informed of the tax matters set forth in this Section C by Annie Belanger, who served as the Tax Director of Paladin until September 19, 2025.

29. Each of Paladin and Paladin Holdings has filed its corporate income tax return for the taxation year ended December 31, 2024.

30. Commencing during the Chapter 11 Cases and continuing after the Plan Implementation Date, Paladin's representatives engaged in discussions with the Canada Revenue Agency ("**CRA**") and Revenue Québec ("**RQ**") with respect to the resolution of disputed tax matters for a number of taxation years predating the commencement of the Chapter 11 Cases. The disputes related to the deductibility of various historical transaction expenses, the availability of certain tax losses and attributes, and other matters. Certain reassessments issued by CRA and RQ had been challenged by Paladin in the Tax Court of Canada and the Quebec Superior Court, respectively.

31. In June 2025, Paladin achieved a resolution with the CRA, as documented in minutes of settlement executed by respective counsel to Paladin and His Majesty the King in right of Canada

as represented by the Attorney General of Canada. Notices of reassessment in respect of the twelve applicable taxation years have been issued by CRA to give effect to the resolution. While the resolution did not give rise to any tax refunds payable to Paladin, it did preserve certain tax attributes used by Paladin to offset income in prior taxation years.

32. In August 2025, Paladin achieved a resolution with RQ, as documented in a settlement agreement executed by respective counsel to Paladin and RQ. It is expected that RQ will issue notices of reassessment in respect of the thirteen taxation years covered by the settlement agreement. In addition to preserving certain tax attributes used by Paladin to offset income in prior taxation years, the resolution with RQ is expected to give rise to a tax refund payable to Paladin of approximately CAD$1.1 million (the "**RQ Refund**"). While the exact timing for the payment of the RQ Refund is not within Paladin's control, it is expected that the refund will be received during the fourth quarter of 2025 or the first quarter of 2026.

33. The Transferred Assets acquired by the Canada Buyer under the Plan Transaction included all tax refunds of Paladin. I understand that Knight did not acquire the entitlement to the RQ Refund under its transaction with Paladin. Accordingly, the RQ Refund, once received by Paladin, will be paid over to the Canada Buyer, which is now an indirect subsidiary of Mallinckrodt.

D. Dismissal of Canadian Litigation

34. As of the commencement of the Chapter 11 Cases, the Canadian Debtors and certain other Endo Group entities were named as defendants in various litigation proceedings in Canada, including certain proposed class action proceedings relating to the manufacturing, distribution and

marketing of opioid products. The Plan effectuated a release of litigation claims against the Debtors in exchange for the consideration set forth in the Plan.

35. Accordingly, the Plan Recognition Order provided that, effective as of the Plan Implementation Date, all Canadian Litigation, including the actions and proceedings set out in Schedule B to the Plan Recognition Order, shall be discharged and dismissed, without costs, as against the Canadian Debtors and any other Debtor that is a defendant in the Canadian Litigation. The Plan Recognition Order also authorized the Canadian Debtors and the Plan Administrator to take all steps and actions necessary or appropriate to obtain or implement such discharges or dismissals.

36. Since the Plan Implementation Date, the Canadian Debtors and their litigation counsel have worked with plaintiffs' counsel towards obtaining the dismissal or discontinuance of the various actions and proceedings comprising the Canadian Litigation. Certain of the actions have been discontinued or dismissed as against the applicable Debtors to date, and appropriate efforts are ongoing to dispose of the remaining actions at the next appropriate juncture in the respective actions.

E. Bankruptcy Assignments

37. The wind-down of the Canadian Debtors is now substantially complete. Subject to the granting of the Termination Order and the finalization of remaining administrative matters, the Plan Administrator intends to terminate the Recognition Proceedings and make bankruptcy assignments in respect of the Canadian Debtors by no later than December 31, 2025, in accordance with the authorization contained at paragraph 12 of the Plan Recognition Order. The Plan

Recognition Order provides that KSV is authorized, but not required, to act as the bankruptcy trustee in respect of the Canadian Debtors. The fees and expenses of the bankruptcy trustee will be paid from funding made available by the Purchaser Entities for the winding-down of the Remaining Debtors in accordance with section 5.7 of the Plan and section 2.10 of the Plan Administrator Agreement.

IV. THE PROPOSED TERMINATION ORDER

38. The Foreign Representative seeks the granting of the proposed Termination Order to effectuate the termination of the Recognition Proceedings and achieve an orderly completion to the wind-down activities of the Canadian Debtors. The proposed Termination Order among other things:

(a) approves the Seventh Report of the Information Officer and the activities of the Information Officer described therein;

(b) approves the fees and disbursements of the Information Officer and its counsel as set out in the Seventh Report and the fee affidavits attached thereto;

(c) orders that, effective on the filing (the "**Termination Time**") of a certificate of the Information Officer certifying that, to the knowledge of the Information Officer, all matters to be attended to in connection with the Recognition Proceedings have been completed (the "**Termination Certificate**"):

(i) KSV shall be discharged as Information Officer, provided that KSV shall have the authority to address any matters in its role of Information Officer

that are ancillary or incidental to the Recognition Proceedings following the Termination Time; and

(ii) the Administration Charge (as defined in the First Supplemental Order) shall be terminated, released and discharged; and

(d) releasing KSV in its capacity as Information Officer, and Bennett Jones LLP in its capacity as counsel to the Information Officer (each a "**Released Party**"), from any and all liability that such Released Party may have by reason of its acts or omissions while acting in its capacity as Information Officer or counsel to the Information Officer, as applicable, save and except for any gross negligence or willful misconduct on the part of the applicable Released Party.

39. The releases in favour of the Information Officer and its counsel are intended to bring finality to the Canadian Debtors' restructuring process and to facilitate the termination of the Recognition Proceedings, including through the release of the Administration Charge granted in the First Supplemental Order (of which the Information Officer and its counsel are the beneficiaries). As described in the prior motions of the Foreign Representative and in the reports of the Information Officer filed in these Recognition Proceedings, the Information Officer and its counsel have meaningfully contributed to the Recognition Proceedings through their engagement with stakeholders, their review of materials filed and orders granted in the Chapter 11 Cases, and their reporting to this Court and to stakeholders of the Canadian Debtors.

V. CONCLUSION

40. The Debtors have implemented the Plan and the related Plan Transaction, and the wind-down of the Canadian Debtors is now substantially complete. I believe that the termination of the Recognition Proceedings and the granting of the ancillary relief sought in the proposed Termination Order is appropriate to bring finality to the Canadian Debtors' restructuring process. I swear this affidavit in support of the Plan Administrator's motion for the Termination Order and for no improper purpose.

SWORN BEFORE ME by videoconference on this 21st day of November, 2025. 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 Charlotte in the State of North Carolina and I was located in the City of Toronto in the Province of Ontario.

Erik Axell

Commissioner for Taking Affidavits
(or as may be)

Name: Erik Axell
LSO #: 85345O

Patrick J. Bartels Jr.

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF PATRICK J. BARTELS JR.
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21ST DAY OF NOVEMBER, 2025

Erik Axell
_____
Commissioner for Taking Affidavits

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

Applicant

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.[1] 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

[1] 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:

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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 Stated 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.[2]

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*

[2] 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".[3]

[3] 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

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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:

Class #	Trust (or Sub-trust)	Beneficiaries[4]	Assets / Treatment	Incremental Distributions[5]
General Unsecured Creditor Trust and Distribution Sub-Trusts				
GUC Trust (*master trust*)		General unsecured creditors (other than those participating in GUC Trust sub-trusts)	• $60 million in cash ($10 million designated for trust/sub-trust operating expenses) • 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) • Certain estate claims and insurance proceeds • Rights to participate in rights offering	-
4(a)	Second Lien Deficiency Claims and Unsecured Notes Claims (*recover from GUC Trust*)	Holders of second lien and unsecured notes	• Up to $23.3 million in cash • Rights to participate in GUC rights offering • Pro rata share of up to 4.02% Purchaser Equity (subject to dilution on account of the Management Incentive Plan) • 93.09% litigation proceeds	4x distribution in exchange for releases
4(b)	Other General Unsecured Claims (*recover from GUC Trust*)	Holders of general unsecured claims (other than those channeled to the GUC Trust sub-trusts)	• Portion of $2 million cash reserve • Up to 1.80% litigation proceeds	4x distribution in exchange for releases
4(c)	Mesh Claims Trust (*sub-trust*)	Personal injury claimants asserting claims resulting from the use of transvaginal surgical mesh products	• Portion of $2 million cash from GUC Trust • Portion of 1.75% of litigation proceeds from GUC Trust • Portion of 50% of insurance proceeds allocable to mesh liability	4x distribution in exchange for releases
4(d)	Ranitidine Claims Trust (*sub-trust*)	Personal injury claimants alleging that ranitidine medications formed a carcinogen	• Portion of $200,000 cash from GUC Trust • Portion of 20% of insurance proceeds allocable to ranitidine liability	4x distribution in exchange for releases
4(e)	Generics Price Fixing Claims Trust (*sub-trust*)	Claimants asserting claims relating to alleged price fixing of generics products	• Portion of $16 million cash from GUC Trust	4x distribution in exchange for releases
4(f)	Reverse Payment Claims Trust (*sub-trust*)	Claimants alleging liability for compensation for delaying entry into, or refraining from entering, market (or similar theory of liability)	• Portion of $6.5 million cash from GUC Trust • Portion of 3.36% litigation proceeds from GUC Trust	4x distribution in exchange for releases
Public and Tribal Opioid Trusts				
6(a)	Public Opioid Trust	Certain states and territories of the United States	• Portion of up to $460,048,000 in cash over 10 years (*note*: 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)	N/A
6(b)	Local Government Claims	Political subdivisions of states and territories of the United States	• Eligible to receive distributions from applicable state in accordance with such state's opioid abatement programs	N/A

[4] In each case, subject to eligibility requirements contained in the applicable governing documents.

[5] Distribution amounts to claimants within certain classes will be based on whether the claimant agreed to provide releases.

Class #	Trust (or Sub-trust)	Beneficiaries[4]	Assets / Treatment	Incremental Distributions[5]
	(*recover through Public Opioid Trust*)			
6(c)	Tribal Opioid Trust	U.S. Tribes	• Portion of up to $15 million in cash over 10 years (subject to full prepayment at 12% discount within 18 months of Effective Date)	N/A
Present Private Opioid Claims Trust and Sub-Trusts				
PPOC Trust (*master trust*)		Present private opioid claimants	• 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)	-
7(a)	PI Trust (*sub-trust*)	Natural persons with injury resulting from exposure to opioids, opioid replacement or treatment medication	• 44.5% of distributions to PPOC Trust	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	• 7.2% of distributions to PPOC Trust	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	• 17.3% of distributions to PPOC Trust	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)	• 28.8% of distributions to PPOC Trust	4x distribution in exchange for releases
7(e)	IERP Trust II (*sub-trust*)	Independent emergency room physicians	• 2.2% of distributions to PPOC Trust	4x distribution in exchange for releases
School District Trust				
8	Opioid School District Recovery Trust	U.S. public schools	• Between $1.5 - $3 million over a period of three years (subject to a prepayment right)	N/A
Canadian Provinces Trust (or other distribution mechanism)				
9	Canadian Provinces Trust (or other distribution mechanism)	Canadian Provinces and the Canadian federal government	• Applicable portion of up to $7.25 million in cash over 10 years (subject to a prepayment right) depending on number of releases	N/A
Future Claims Trust				
N/A	Future PI Trust	Individual future private opioid and mesh claimants	• Up to $11.385 million for individual future private opioid claimants	N/A

Class #	Trust (or Sub-trust)	Beneficiaries[4]	Assets / Treatment	Incremental Distributions[5]
		whose first injury did not manifest until after their applicable bar date and individuals diagnosed with NAS born during a specified period of time	• Up to $495,000 for individual future mesh claimants • Recoveries will not exceed distributions to similarly situated holders of applicable present opioid and mesh claimants	
Other Trusts (or other distribution mechanisms)				
11	Other Opioid Claims Trust (or other distribution mechanism)	Holders of any opioid claims that do not fall into one of the other classes	• Portion of up to $200,000 in cash	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	• Portion of up to $200,000 in cash	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[6] 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

[6] 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:[7]

(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;

[7] 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,[8] 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;

[8] "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[9] 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

[9] "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 5th 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.

Erik Axell

Commissioner for Taking Affidavits
(or as may be)

Name: Erik Axell
LSO #: 85345O



Daniel Vas

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF PATRICK J. BARTELS JR.
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21ST DAY OF NOVEMBER, 2025

Erik Axell

Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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Counsel for Debtors and Debtors-in-Possession

Dated: March 18, 2024

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

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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, hydromorphene, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramodol); *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;[2] *provided*, *however*, *that*, if any such individual is, immediately

[2] 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[3] after the Effective Date and performing services commensurate with such prior position;[4] (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,

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[3] 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.

[4] 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[5]; (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.

[5] 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%[6] 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

[6] 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 FFDCA 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%[7] 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

[7] 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.[8]

1.1.336 "***Net Debt Equity Split Adjustment Form***" means the following form:

	Equity Split Adjustment Form	
	Equity Value	$[•]
	(+) Total Debt	[•]
	(+) Total Preferred Stock	[•]
	(-) Unrestricted Cash	[•]
A	**TEV**	**$[•]**
	(-) Initial Exit Net Debt	(2,500)
	Initial Equity Value	**$[•]**
	(x) Initial Equity Split to Unsecured	4.25%
B	**Initial Equity Value to Unsecured**	**$[•]**
	Adjustment:	
A	TEV	$[•]
	(-) Revised Exit Net Debt	(2,300)
C	**Revised Equity Value**	**$[•]**
B	Initial Equity Value to Unsecured	$[•]
C	(/) Revised Equity Value	[•]
	Adjusted Equity Split to Unsecured	**[•]%**

1.1.337 "***New Takeback Debt***" means, to the extent applicable, new first lien secured takeback debt deemed to be incurred by the Purchaser Obligors 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

[8] 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;[9] *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

[9] 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."[10]

[10] "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%[11] 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,

[11] 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[12] 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.

[12] 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[13] after the Effective Date and performing services commensurate with such prior position;[14] 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

[13] 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.

[14] 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%[15] 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.

[15] 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(l).

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***"[16] 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).

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[16] 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 by 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.

Class	Designation	Impairment	Entitled to Vote
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

Class	Designation	Impairment	Entitled to Vote
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:

First Lien Claim by Debt Instrument	Allowed Amounts (in USD)[17]
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
Total	**$5,862,679,000.00**

[17] 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:

Unsecured Notes Claim by Indenture	Allowed Amounts (in USD)
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
Total	**$1,355,252,195.73**

(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 revest 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.[18]

(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

[18] 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[19] 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.

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[19] 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.[20]

(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

[20] 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 "settlors" 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 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 Oher 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 NDRAs 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 NDRAs 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 revest 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. (dblabey@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 AFFIDAVIT OF PATRICK J. BARTELS JR.
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21ST DAY OF NOVEMBER, 2025

Erik Axell
_____
Commissioner for Taking Affidavits

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Toronto Superior Court of Justice / Cour supérieure de justice

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE CHIEF	)	TUESDAY, THE 16TH
	)	
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 11, 2024 (the "**Sixth Report**"), filed, and the affidavits of Noah Goldstein sworn April 11, 2024 and Joshua Foster sworn April 11, 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.

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Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00685631-00CL

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**
	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");[2]

(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

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

[2] Capitalized terms used but not 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.

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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*

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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.

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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

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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

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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.

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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.

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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.

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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

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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

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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

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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

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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[3]

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

[3] Capitalized terms used in this section but not otherwise defined herein shall have the meanings ascribed to them in the PSA.

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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

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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,

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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

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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

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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,

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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.

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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.

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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.[4] 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

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

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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

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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

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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

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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

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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.**

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(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

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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

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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

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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.

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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

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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

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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.

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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

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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 reasonably efforts to address the potential breach, conflict or violation, or otherwise structure the distribution or take other commercially reasonably 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

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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

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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 depositary 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

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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

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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[5]

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

[5] Capitalized terms used in this section but not otherwise defined herein shall have the meanings ascribed to them in the PSA.

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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

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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

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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

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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

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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

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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

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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

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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.

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(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

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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

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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

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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.

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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

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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.

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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*

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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 Entitites' 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

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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

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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[6] (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 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 (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

[6] 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].

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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

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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."

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68. **Hartford.** The Hartford Objections[7] 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.

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[7] 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.

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(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

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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

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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

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Toronto Superior Court of Justice / Cour supérieure de justice

Exhibit A

Notice of Effective Date

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Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00685631-00CL

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Counsel to Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(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").[2]

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

[2] 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.

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Toronto Superior Court of Justice / Cour supérieure de justice

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

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Toronto Superior Court of Justice / Cour supérieure de justice

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/.

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Toronto Superior Court of Justice / Cour supérieure de justice

Dated: [●], 2024
New York, New York

/s/ DRAFT

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Counsel for the Debtors and Debtors in Possession

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

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Lawyers for the Applicant

THIS IS EXHIBIT "D"
TO THE AFFIDAVIT OF PATRICK J. BARTELS JR.
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21ST DAY OF NOVEMBER, 2025

Erik Axell
_____
Commissioner for Taking Affidavits

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
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Counsel to Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(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 March 22, 2024, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order [Docket No. 3960] (the "Confirmation Order") confirming the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3849] (as modified, amended, or supplemented from time to time, the "Plan").[2]

2. **Effective Date.** On April 23, 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

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

[2] 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.

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 **May 28, 2024** (*i.e.*, 35 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/.

Dated: April 23, 2024
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Paul D. Leake

By: Paul D. Leake
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Counsel to Debtors
and Debtors in Possession

THIS IS EXHIBIT "E"
TO THE AFFIDAVIT OF PATRICK J. BARTELS JR.
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21ST DAY OF NOVEMBER, 2025

Erik Axell
_____
Commissioner for Taking Affidavits

EXECUTION VERSION

AMENDED PLAN ADMINISTRATOR AGREEMENT

This Amended Plan Administrator Agreement (this "Agreement") is made this 5 day of June, 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), Patrick J. Bartels Jr. (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 *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Docket No. 3849], (as has been and may from time to time be amended, supplemented, or modified (the "Plan")).[1]

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 March 22, 2024, (the "Confirmation Date") and the Plan became effective on April 23, 2024 (the "Effective Date"); and

WHEREAS, on the Effective Date, an agreement was entered into in accordance with, and to facilitate the implementation of, the Plan (the "Original Plan Administrator Agreement"); and

WHEREAS, Patrick J. Bartels Jr. 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; and

WHEREAS, the parties hereto have agreed to amend the Original Plan Administrator Agreement; and

WHEREAS, the parties have agreed that this Agreement replaces and supersedes the Original Plan Administrator Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

---

[1] 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. Patrick J. Bartels Jr. (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) subject to the discretion granted in ¶ 18 of the Confirmation Order, 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) as soon as reasonably practicable after the Effective Date and upon the final administration and resolution of the Chapter 11 Cases, request that the Bankruptcy Court enter a final decree closing the Chapter 11 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 Funding.

(a) The estimate attached as **Exhibit 1** hereto (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 estimates 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 is $38 million (such amount, the "PAE Funding"). The PAE Funding will be funded to two segregated bank accounts as of the Effective Date: (i) one for the benefit of the Remaining Debtors that will hold $25 million of the PAE Funding (such amount, the "Initial Funding") and have the Plan Administrator as an authorized signatory; and (ii) one held in the name of a Purchaser Entity that will hold the remaining $13 million of the PAE Funding (such amount, the "PAE Residual Funding"). Any additional 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 in accordance with the provisions of this **Section 2.10**.

(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 amounts in the PAE Funding beyond the Initial Funding, 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 the requested additional PAE Residual Funding.

(e) Upon the Plan Administrator determining funds beyond the PAE Funding are reasonably necessary in accordance with **Section 2.10(b)**, 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 and following consultation with the board of directors of Endo, Inc. (the "Board") or a duly designated committee of the Board, the Purchaser Entities shall make available to the Plan Administrator such additional funds (any and all such additional funds required 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, including

but not limited to the PAE Funding, the "Funding Amount").

(f) The Funding Amount 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 Plan Administrator recovers amounts (net of taxes and other expenses) from entities other than the Purchaser Entities, including, but not limited to, any Estate assets returned to the Remaining Debtors as the result of the Specified Avoidance Actions, such funds shall revert to the Purchaser Entities in accordance with the terms of ¶ 25 of the Confirmation Order.

(g) If there is a good-faith dispute between the Plan Administrator and the Purchaser Entities as to whether or not the portion of the Funding Amount requested in any Additional Funding Notice is 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. The Plan Administrator shall be entitled to reasonable compensation for services rendered and for reimbursement of reasonable out-of-pocket expenses incurred, all of which shall be paid out of the Funding Amount.

(a) The fees of the Plan Administrator will be paid on a monthly basis in the following amounts: (i) $35,000 to be paid as soon as reasonably practicable following the Effective Date (as prorated for any days in the first month prior to the Effective Date); (ii) $35,000 to be paid on the first Business Day of the second month through the seventh month following the Effective Date; (iii) $25,000 to be paid on the first Business Day of the eighth month through the nineteenth month following the Effective Date; and (iv) $17,500 to be paid on the first Business Day of each month thereafter.

(b) The Plan Administrator shall receive a $5,000 per diem for days in which: (i) the Plan Administrator is required to attend a mediation; (ii) the Plan Administrator is deposed or appears in court to provide testimony; or (iii) the Plan Administrator spends more than four hours preparing for an event described in provision (ii) of this **Section 2.11(b)**.

(c) 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 paid from the Funding Amount. The Plan Administrator shall have 10 days to review and raise objections, if any, to invoices submitted by such Professionals.

(d) 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.

(e) 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 ***Reports by Plan Administrator.*** Unless determined otherwise by the Chief Executive Officer, the Chief Financial Officer, and the Chief Legal Officer of Endo, Inc. (the "Officers"), 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 Officers 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.

Section 2.14 ***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 Board may, remove the Plan Administrator: (a) for Cause,[2] 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 Board 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,

[2] 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.

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 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:
c/o Redan Advisors LLC
Redan Advisors
5330 Carmel Crest Ln
Charlotte, NC 28226
Attention: Patrick J. Bartels Jr. (patrick@redanadvisors.com)

The Debtors or Remaining Debtors:
c/o Endo International plc
1400 Atwater Drive

Malvern, Pennsylvania 19335-60179
Attention: Patrick J. Bartels Jr. (patrick@redanadvisors.com)

The Purchaser Entities:
Endo, Inc.
1400 Atwater Driver
Malvern, Pennsylvania, 19355
Attention: Chief Legal Officer

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.

[*Remainder of page intentionally left blank*]

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 ON BEHALF OF ITSELF, ITS AFFILIATED DEBTORS, AND ITS NON-DEBTOR AFFILIATES

By: _____

Name: Patrick J. Bartels Jr.

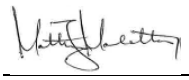
Title: Authorized Representative

PATRICK J. BARTELS JR., AS PLAN ADMINISTRATOR

By: _____

Name: Patrick J. Bartels Jr.

ENDO, INC. ON BEHALF OF ITSELF AND ITS AFFILIATED PURCHASER ENTITIES

By: 

Name: Matthew J. Maletta

Title: EVP, Chief Legal Officer, and Corporate Secretary

EXHIBIT 1
Plan Administration Estimate

PLAN ADMINISTRATION ESTIMATE

OVERVIEW

This Plan Administration Estimate (this "Estimate")[1] has been drafted for purposes of estimating the costs associated with effectuating the Plan confirmed by the Bankruptcy Court on March 22, 2024 and winding down the Remaining Entities (defined below) following the Effective Date of the Plan, which is anticipated to be on or around April 23, 2024.

On the Effective Date, the Debtors and certain Non-Debtors Affiliates will consummate the Plan Transaction under the PSA. The Plan Transaction provides for the: (a) sale of assets from the Remaining Entities to the Purchaser Entities; and (b) transfer, sale, and/or issuance of the Transferred Equity Interests (as defined in the PSA) of the Transferred Debtors and certain Non-Debtor Affiliates to the Purchaser Entities, and, as a result, the go-forward business and operations will be transferred to or assumed by the Purchaser Entities. The Remaining Debtors and their Non-Debtor Affiliates will not be transferred to the Purchaser Entities (collectively, the "Remaining Entities"),[2] and they will effectively be "shells" with no material assets, liabilities, or employees remaining that will be wound down following the Effective Date.

As of the Effective Date, the Plan Administrator will be tasked with fully administering the Estates of the Remaining Debtors and facilitating the orderly winding-down of all Remaining Entities under applicable laws at the appropriate time. For U.S. Remaining Entities, the Plan Administrator will directly facilitate the dissolution and winding down of each entity. The non-U.S. Remaining Entities, however will largely be wound down and dissolved by appointing separate liquidators or the equivalent in accordance with applicable non-U.S. laws. The Debtors have worked with local counsel to develop a "bottom up" sequencing approach where, for the most part, the parent of each entity will begin winding down after having facilitated the winding down of its direct subsidiaries.

The Plan Administrator will also be responsible for the reconciliation, allowance, and the management of distributions in satisfaction of Allowed Secured, Priority, and Administrative Expense Claims ("SPA Claims") in accordance with the Plan. In addition to SPA Claims, the Plan Administrator will be responsible for the administration of EFBD Claims and Other Opioid Claims through segregated accounts.

Further, the Plan Administrator will facilitate pursuing the Specified Avoidance Actions as well as pursuing or defending any outstanding adversary proceedings or contested matters in the Chapter 11 Cases. The Specified Avoidance Actions consist of two preference actions against Florida and Arkansas, which entered into prepetition settlements within the preference period with Endo Pharmaceuticals Inc. and Endo Health Solutions Inc. related to opioid litigation. Recently, both states have reached out to inquire about joining the settlement reached among the Debtors, the Endo EC, and the Ad Hoc First Lien Group, and conversations are ongoing.

Of note, shortly prior to Confirmation, the Creditors' Committee raised issues with the Chapter 11 Cases being closed for certain Remaining Debtors to help effectuate the efficient wind down process. The Creditors' Committee has not been able to give clear guidance on which entities this may impact and have taken the position that all Chapter 11 Cases need to remain open at least until August 16, 2024 (the two-year anniversary of the Petition Date) (the "Section 546 Period") and perhaps longer as they will likely enter into tolling agreements with certain defendants and there may be causes of action that can be brought later than that date. The Debtors and the Purchaser Entities have taken the position that the entities can be put into liquidation and held in liquidation for a period of time if needed before fully dissolving the relevant entities to avoid the need for certain of the Remaining Debtors to prepare new audited accounts prepared under IFRS for year end 2023 (which would otherwise be due in November 2024) that could be costly and distracting for employees of the Purchaser

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Debtor Affiliates* (as may be modified, amended, or supplemented from time to time, the "Plan") or the associated Plan Administrator Agreement (as defined in the Plan). Numbers set forth herein are solely estimated costs and subject to adjustment in accordance with the terms of the Plan, the PSA, and/or the Plan Administrator Agreement. For the avoidance of doubt, the determination of costs associated with the wind down of the Remaining Debtors' Estates are subject to various uncertainties and contingencies beyond the Debtors' control. Accordingly, this Estimate is subject to adjustment, and nothing in this Estimate is or shall be deemed to be a cap on costs to be incurred in association therewith.

[2] A table detailing the jurisdiction of each Remaining Entity is attached hereto as **Exhibit A**.

Entities. The Creditors' Committee is currently considering this proposal but the initial reception was not positive. Absent better clarity from the Creditors' Committee (and ultimately the GUC Trustee) on timing of when causes of action will be brought, and on behalf of which entities, wind down planning will continue to be complicated.

STEPS PLAN AND RELATED ASSUMPTIONS

Notwithstanding the above uncertainty, this Estimate contemplates the following indicative timeline (the "Bottom-Up Steps") and associated assumptions:

Pre-Effective Date[3]	• Company confirms from pro forma entity-by-entity balance sheets all non-U.S. and non-Canadian Remaining Entities will be solvent upon effectuating the anticipated deed of termination and release of intercompany liabilities (the "Deed of Termination") as of the Effective Date. • Resigning directors and officers of the Remaining Entities will tender resignation, effective as of the Effective Date. • Boards of all Remaining Entities approve pre-Effective Date transactions to be entered on the Effective Date and resignation of resigning directors.
April 23, 2024	• Effective Date[4]
August 16, 2024	• Final day for the GUC Trustee to bring GUC Trust Litigation Claims governed by the Section 546 Period.[5]
August 30, 2024	• **Bermuda**, **English**, and **Cyprus** Remaining Entities commence liquidation proceedings.[6]
September 30, 2024	• **Irish**[7] and **Lux**[8] Remaining Entities commence liquidation proceedings.
March 31, 2025	• Commencement of the bankruptcy assignment dissolution of the Canadian Remaining Entities.[9]

While, as discussed above, the Debtors and the Purchaser Entities believe that the Remaining Entities can be put into liquidation and held in liquidation for a period of time if needed before fully dissolving to avoid the need for certain of the Remaining Debtors to do new audited accounts that could be costly and distracting for employees, completion of the liquidation and winding down of the Remaining Entities remains contingent on: (a) the length of time needed to prosecute

[3] Assumes the Plan Administrator will not be responsible for paying professional fees incurred for work performed prior to the Effective Date related to the wind-down; such fees will be paid as Fee Claims or in the ordinary course post-Effective Date by the NewCos.

[4] Assumes: (a) all conditions to the Plan and the PSA are met, and (b) the following key transactions approved are entered: (i) Plan Administrator Agreement; (ii) termination of intercompany agreements and the release of relevant intercompany claims and liabilities; and (iii) share transfers necessary to facilitate post-Plan wind downs.

[5] Assumes that tolling agreements are not entered between the GUC Trustee and defendants of the GUC Trust Litigation Claims.

[6] Assumes that, from a U.S. bankruptcy perspective, Remaining Debtors may commence liquidation or dissolution while their Chapter 11 Cases are still open.

[7] Assumes the PLC Liquidation Resolution is, in due course, approved at the PLC EGM, which will require the cooperation of Cede & Co. as the registered holder of substantially all of PLC's ordinary shares. Note that one Irish Non-Debtor Affiliate without any subsidiaries may be placed into liquidation prior to September 30, 2024.

[8] Assumes that the Lux Remaining Entities wind down under a conventional "three-step" liquidation procedure where the Plan Administrator acts liquidator, utilize existing liability insurance (with reimbursement funded directly by the Purchaser Entities), and engages the same legal counsel and tax advisors already retained in relation to the liquidation proceedings (the "Three-Step Lux Approach"). It may be possible to effectuate the wind down through a "simplified liquidation" which would require less time and cost, but that would depend on the GUC Trustee's position on what entities are required to be in existence to pursue their litigation

[9] Assumes that: (a) all Drug Identification Numbers (DINS) are transferred to NewCo; (b) Canadian tax reporting is completed and all related Non-U.S. Sale Transactions paid by the Buyer; and (c) liquidators appointed in Ireland approve proposed approach to treatment of Canadian Remaining Entities.

the GUC Litigation Claims; and (b) for which Remaining Debtors such actions are brought. With this uncertainty, this Estimate assumes two potential timelines (together, the "Final Step Timelines" and, together with the Bottom-Up Steps, the "Steps Plan"):

(a) **Timeline 1**:[10] assumes that: (i) all Bermuda, English, Cyprus, Irish, Lux, and U.S. Remaining Entities are completely wound down by **March 31, 2025**; and (ii) the Canadian Remaining Entities are completely wound down by **April 30, 2025** ("T1").[11] T1 anticipates that all wind-downs (except for those of the Canadian Remaining Entities) will be completed within **seven months** of the Section 546 Period expiring.

(b) **Timeline 2**:[12] assumes that all Remaining Entities are completely wound down by **August 16, 2026** (including Canadian entities) ("T2"). T2 anticipates that all wind-downs will be completed within **two years** of the Section 546 Period expiring.

OTHER GENERAL ASSUMPTIONS

In addition to the assumptions in the Steps Plan, Overview, and specific assumptions noted below, certain general assumptions in this Estimate are as follows:

- All professionals referenced herein will be retained by the Plan Administrator and/or the Remaining Entities to assist in the Plan Administrator's duties under the Plan and Plan Administrator Agreement.
- No litigation or contested matters associated with the wind down of the non-U.S. Remaining Entities will occur.
- Unless otherwise indicated below, the range of costs below are based on the cost differentials between the Final Step Timelines.
- Unless otherwise indicated, all amounts for individual line items do not account for VAT. This Estimate includes a line item for VAT by applying Ireland's 23% 2024 VAT rate against all professional fees, liquidator costs, and non-U.S. independent director costs.
- The Remaining Entities do not anticipate incurring costs in connection with TSA services, which costs are being assumed by the Purchaser Entities. Any associated costs are therefore not included in this Estimate.
- Post-Effective Date professional fees incurred in connection with preparing final fee applications will be paid out of the Professional Fee Escrow Account, and are not included herein.
- Postpetition fees incurred by professionals other than those retained under section 327 of the Bankruptcy Code that are not paid prior to the Effective Date will be paid directly by the Purchaser Entities in the ordinary course.

[10] The quarterly breakout of the Timeline 1 costs is attached hereto as **Exhibit B**.

[11] Assumes Canadian liquidation proceedings will last for 30 days once commenced.

[12] The quarterly breakout of the Timeline 2 costs is attached hereto as **Exhibit C**.

Endo International plc
Plan Administration Estimate
(USD in $000s, unless otherwise indicated)[13]

	Line Item	Anticipated Costs		Notes / Assumptions
		T 1	T 2	
A.	***General Wind Down Costs***			
1.	**Regulatory Costs**	**$155**	**$155**	• Comprised of post-Effective Date regulatory applications and filings that U.S. and non-U.S. jurisdictions necessary for the go-forward business
(a)	*U.S. Filing Fees*	*$30*	*$30*	• Comprised of estimated filing fees for 48 U.S. state regulatory filings due within 30 days post-Effective Date to obtain new licenses necessary for NewCos • The Plan Administrator will not incur fees in connection with submitting FDA CHOW filings • Assumes regulatory filings due within 15 days post-Effective Date, are paid pre-Effective Date, as requests for checks for these filings have already been made
(b)	*Canadian Filing Fees*	*$125*	*$125*	• Estimates costs for filing DINs and PLAs post-Effective Date
2.	**Plan Administrator Fees**	**$437**	**$812**	• Comprised of monthly rates as identified in the Plan Administrator Agreement: o T1: (a) $27K for first month; (b) $35K a month for months 2-7; (c) $25K a month for: months 8-13; and (d) accrual of $5K *per diem* allowance on 10 occasions o T2: (a) $27K for first month; (b) $35K a month for months 2-7; (c) $25K a month for: months 8-19; (d) $17.5K per moths for months 20-29; and (e) accrual of $5K *per diem* allowance on 20 occasions
3.	**Non-U.S. Independent Directors and Secretaries**	**$210**	**$210**	• Appointed service providers will be engaged as corporate secretaries for all entities in Ireland, Bermuda, Luxembourg, and Cyprus • Assumes that one resident director in Canada, as well as the Plan Administrator, will act as directors until the applicable entities are handed over to a bankruptcy trustee or other equivalent in the jurisdiction • Assumes that the Plan Administrator will serve as sole director of English, Cyprus, certain Irish and, potentially Lux, Remaining Entities • Assumes all Non-U.S. Remaining Entities, except for the Canadian Remaining Entities, will commence liquidation in Q3 of 2024 and that no services off directors and officers are needed at that time • All costs in this section are adjusted by rounding and converting estimates from EUR (€) to USD ($)

[13] All costs provided in currencies other than USD have been converted to USD based on approximated exchange rates calculated as of April 14, 2024. As such, costs provided in EUR have been calculated to the exchange rate of about $1.05 USD, and costs provided in CAD have been calculated to the exchange rate of about $0.75 USD.

	Line Item	Anticipated Costs		Notes / Assumptions
		T 1	T 2	
(a)	*Bermuda*	*$40*	*$40*	• Contemplates that Ocorian Services Limited will act as co-directors with the Plan Administrator and as secretary of the three Bermuda Remaining Entities (two Bermuda Remaining Entities are Irish tax residents) • Assumes $40K for director and $10K secretarial services
(b)	*Cyprus*	*$0*	*$0*	• Contemplates that Inter Jura Cy(Services) Limited will remain as corporate secretary for Cyprus Remaining Entity • Yearly fee of around $900 already paid for 2024
(c)	*Ireland*	*$100*	*$100*	• Contemplates that Cafico will be appointed to act as co-directors with the Plan Administrator and as secretary of Irish Remaining Entities • Additional services which may be required are at hourly rates for further administrative secretarial services such as drafting of board minutes or filing forms with the Irish Companies Registration Office • Fees calculated as follows under both T1 and T2 (a) $42K per year for general corporate administration services on behalf of all Irish and two Bermudan entities that are Irish tax residents; (b) $27K per year for collective fees for directors; (c) $3K per year for registered office services to all Irish entities; (d) a $5K flat initial set-up fee and $22K per year for secretarial services to all Irish entities; and (e) 2K in services, assuming about 10 hours of such work will be performed per year and applies a blended rate of $215 per hour for such services
(d)	*Luxembourg*	*$70*	*$70*	• Contemplates that Intertrust acts as director/manager and corporate secretary for the Lux Remaining Entities • Fees calculated as follows: (a) $12.5K per year per entity for general corporate administration services and to act as corporate secretary; (b) $2K per year per entity to use registered office services; and (c) only in T2, $3K per entity per year to act as director
4.	**Non-U.S. Liquidation Costs**	**$370**	**$420**	• Comprised of fees and expenses for the liquidator, bankruptcy trustee, or other equivalent (as applicable) in Canada, Ireland, Bermuda, England, Luxembourg, and Cyprus to administer wind down and dissolution, and assumes each Debtor is a tax resident in its domiciled country. • For Ireland, Bermuda, England, Luxembourg, and Cyprus, T2 assumes an additional $2K per entity, as KPMG charges an additional €1.5K per entity after an additional 12 months • Except as noted in *A4(b)* below, costs in this section are adjusted by rounding and converting estimates from EUR (€) to USD ($)
(a)	*Bermuda*	*$33*	*$39*	• Comprised of fees and expenses for liquidator facilitating a solvent liquidation in Bermuda for 3 entities • T1 assumes a cost of $11K per entity, and T2 assumes an additional $2K per entity • Liquidation costs for Bermuda entities that are Irish tax residents are calculated in *A.4.(e)*

	Line Item	Anticipated Costs		Notes / Assumptions
		T 1	T 2	
(b)	*Canada*	*$40*	*$40*	• The Canadian Remaining Entities will commence a bankruptcy proceeding and liquidate after the necessary regulatory licenses are transferred, where the Canadian information officer (currently the Debtor appointed officer KVS Restructuring) may act as the Bankruptcy Trustee • Both scenarios assume will cost CAD $50K total, adjusted for USD
(c)	*Cyprus*	*$22*	*$24*	• Comprised of fees and expenses for liquidator facilitating a solvent liquidation in Cyprus for 1 entity • T1 assumes a cost of $22K, and T2 assumes an additional $2K per entity
(d)	*England*	*$15*	*$17*	• Comprised of fees and expenses for liquidator facilitating a solvent liquidation in England for 1 entity • T1 assumes a cost of $15K, and T2 assumes an additional $2K per entity
(e)	*Ireland*	*$260*	*$300*	• Comprised of fees and expenses for liquidator facilitating solvent liquidations for 18 Irish entities and 2 Bermudian entities with Irish tax residency • T1 assumes $11K per Irish company (other than Endo International plc, which is estimated as $51K), and T2 assumes an additional $2K per entity
(f)	*Luxembourg*	*$0*	*$0*	• Assumes the Three-Step Lux Approach, whereby the Plan Administrator acts as liquidator and that PwC can serve as liquidation auditor • Assumes that non-U.S. liquidations are consummated without creditor agitation or creditor-led challenges and that, as liquidator to the Lux Remaining Entities, the Plan Administrator engages the same legal counsel and auditors already retained in relation to the wind down (*see A5 and C.3(d)*)
5.	**Auditor Costs**	**$500**	**$750**	• Comprised of costs to complete the required 2021 and 2022 statutory audits for certain Irish subsidiaries as well as procedures in support of declarations of solvency for all Irish Remaining Debtors
6.	**Fees for Canadian Recognition Information Officer and Counsel**	**$200**	**$200**	• Estimated costs through conclusion of the recognition proceedings, totaling CAD $250K and adjusted for USD
	GENERAL WINDDOWN COST SUBTOTAL	**$1,872**	**$2,547**	
B.	***DISTRIBUTION RESERVE***			
1.	**SPA Claims**[14]	**$27,030**	**$27,030**	• This section is based on the estimated number of proofs of claims submitted and their purported values and not tied to the Final Step Timelines

[14] Amounts included in this section do not include claims to be paid in the ordinary course of business.

	Line Item	Anticipated Costs		Notes / Assumptions
		T 1	T 2	
(a)	*State and Local*	*$15,000*	*$15,000*	• $8 million in state and local taxes related to the Plan Transaction, based on assumption that the fair market value of the global assets sold is $4.65B, and (b) $7 million in estimated prepetition state tax liabilities
(b)	*CAD Taxes*	*$12,000*	*$12,000*	• Comprised of estimated Canadian auditing taxes not related to the Plan Transaction. • The Remaining Entities will not be liable for any non-U.S. taxes arising from the Plan Transaction, which will be paid by the Purchaser Entities pursuant to the PSA and the Plan (and is therefore not included in this Estimate)
(c)	*Reconciled SPA Claims*	*$30*	*$30*	• A&M has reconciled 97 SPA Claims for which objections will need to be filed, and 6 SPA Claims that it has determined should be allowed as filed
(d)	*To be Reconciled SPA Claims*	*TBD*	*TBD*	• A&M has begun reconciling the approximately 750 SPA Claims currently on the claims register maintained by Kroll (as of April 1), but the total amount of such claims that will be eventually allowed is uncertain until the reconciliation is complete • Given that the Administrative Claims Bar Date has not yet passed (35 days after notice of the Effective Date), there may be additional Administrative Expense Claims that will need to be reconciled by the Plan Administrator
	DISTRIBUTION RESERVE SUBTOTAL	**$27,030**	**$27,030**	
C.	***PLAN ADMINISTRATOR PROFESSIONAL FEES***			
1.	**General Advisors**	**$12,900**	**$17,700**	
(a)	*Lead U.S. Legal Counsel and English Counsel*	*$4,500*	*$6,000*	• Contemplates fees to: coordinate comprehensive, efficient closing of the Chapter 11 Cases and subsequent wind down cadence across all jurisdictions; draft and facilitate publication of post-Effective Date announcements and required public disclosures; Coordinate state regulatory licensing transfers and FDA approval; and coordinate steps required in connection with the dismissal of, or withdrawal from, the English or Scottish mesh litigation claims once the recognition order is discharged • Uses blended rate from 18th Monthly Fee Statement and anticipated work to be performed in connection with wind-down
(b)	*Irish Legal Counsel*	*$1,500*	*$1,800*	• Contemplates fees to: coordinate with U.S. and local counsel regarding comprehensive and efficient wind down process; and facilitate local liquidation proceedings in Ireland, including coordination of the PLC EGM and PLC Liquidation Resolutions; assist Company in filing post-Effective Date regulatory applications to avoid interruption to operations and Irish law filings and security perfection requirements for Exit Financing
(c)	*Efficiency Counsel*	*$1,500*	*$2,200*	• Contemplates fees to: prepare and file final prepetition and periodic postpetition reports required in the Chapter 11 Cases, draft and file other administrative

	Line Item	Anticipated Costs		Notes / Assumptions
		T 1	T 2	
				bankruptcy motions, work with financial advisor on claims objections procedures motion and filing of claims objections; litigate, settle, or otherwise resolve postpetition litigation claims pending as of or filed after the Effective Date; effectuate dissolution and subsequent wind down of U.S. entities; and prepare and file Rule 3022 motions for Remaining Debtors to close Chapter 11 Cases • Uses blended rate from 18th Monthly Fee Statement and anticipated work to be performed in connection with wind-down, with spikes in work occurring at the front end and back end of the Chapter 11 Cases post-Effective Date • Assumes no additional hourly fees for litigation of Specified Avoidance Actions, fees for prosecuting Specified Avoidance Actions are assumed to be deducted from actual recovery
(d)	*Financial Advisor*	*$600*	*$900*	• Contemplates fees to: assist Plan Administrator with budget reporting, transfer of any outstanding assets pursuant to the TSA, reconciling administrator counsel fees, UST fees, and other fees, reconciling of SPA Claims, EFBD and Other Opioid Claims, and assisting with disbursements on account of any allowed claims
(e)	*Tax Advisor*	*$2,500*	*$3,500*	• Contemplates fees to: prepare supporting documentation and calculations to support tax positions taken and handling associated interactions with global, federal, and state taxing authorities • Assistance with the preparation of income tax returns required to be filed with taxing authorities • Assumes any post-Effective Date services related to Sarbanes-Oxley support, valuation, and transfer pricing for yearly financial reporting will be paid by separate engagement letter between any such advisor and the Purchaser Entities
(f)	*Claims, Noticing, and Administrative Agent*	*$2,300*	*$3,300*	• Comprised of fees to: coordinate with legal counsel and financial advisor on the claims reconciliation process, facilitate post-Effective Date mailings and service, manage segregated accounts for EFBD Claims and Other Opioid Claims for distributions for allowed claims, and respond to inquiries from claimants and parties in interest • Assumes scale back of communications support three months after the Effective Date
2.	**U.S. Regulatory Counsel**	**$400**	**$400**	
(a)	*State Licensing Transfers*	*$80*	*$80*	• Contemplates fees to advise and assist in preparing, submitting, and facilitating approval for new state regulatory licenses with boards of pharmacy, controlled substances agencies, and other similar U.S. regulatory bodies after the Effective Date
(b)	*CMS Contract Transfers*	*$10*	*$10*	• Contemplates fees to facilitate and advise on assignment and novation process to transfer CMS agreements to the Purchaser Entities
(c)	*General Government Contract Advise and HHS Contract Transfers*	*$300*	*$300*	• Contemplates fees for general government contracts advice and to facilitate and advise on change of control process to transfer HHS agreements to the Purchaser Entities

	Line Item	Anticipated Costs		Notes / Assumptions
		T 1	T 2	
(d)	*VA GAS Schedule Contract Transfers*	*$10*	*$10*	• Contemplates fees to facilitate and advise on novation process of GSA schedule contracts (primarily with the VA) to the Purchaser Entities
3.	**Non-U.S. / Non-Irish Legal Counsel**	**$500**	**$500**	
(a)	*Bermuda*	*$50*	*$50*	• Contemplates fees to assist in Bermuda wind-down proceedings based on the Steps Plan and other assumptions herein • Assumes will incur fees of $5,000 per Bermuda entity under T1 and $7,400 per Bermuda entity under T2
(b)	*Cyprus*	*$10*	*$10*	• Contemplates fees to assist in Cyprus wind-down proceedings based on the Steps Plan and other assumptions herein
(c)	*Canada*	*$300*	*$300*	• Contemplates fees to assist with post-Effective Date transfer of PLAs, assist, as necessary, with DINs applications, and manage coordination of liquidation proceedings and closing of recognition proceedings in Canada
(d)	*Luxembourg*	*$60*	*$60*	• Contemplates fees to assist in Lux Remaining Entities prepare for liquidation proceedings and legal counsel for Plan Administrator as liquidator
(e)	*Australia*	*$80*	*$80*	• Contemplates fees for closing of Australian recognition proceedings and request dismissal of related class action after the Astora Women's Health Limited, LLC is liquidated in the U.S.
	PRO FEES SUBTOTAL	**$13,800**	**$18,600**	
D.	**VAT ESTIMATE**	**$1,300**	**$1,700**	
E.	**U.S. TRUSTEE QUARTERLY FEES**[15]	**$1,028**	**$1,055**	
F.	**CONTINGENCY**	**$2,000**	**$2,000**	
	GRAND TOTAL	**$47,030**	**$52,932**	
	MINUS DISTRIBUTIONS RESERVES	**$20,000**	**$25,902**	

[15] Contemplates disbursements being made from five legal entities.

Exhibit A
Remaining Entities*

Jurisdiction	Entity Name(s)
United States ("U.S. Remaining Entities")	
Delaware U.S. Remaining Entities	• 70 Maple Avenue, LLC • Actient Pharmaceuticals LLC • Actient Therapeutics, LLC • Anchen Pharmaceuticals, Inc. • Astora Women's Health, LLC • Auxilium Pharmaceuticals, LLC • Auxilium US Holdings, LLC • Auxilium International Holdings, LLC • BioSpecifics Technologies LLC • Branded Operations Holdings, Inc. • DAVA Pharmaceuticals, LLC • DAVA International, LLC • Endo LLC • Endo Aesthetics LLC • Endo Finance LLC • Endo Finance Operations LLC • Endo Finco Inc. • Endo Generics Holdings, Inc. • Endo Global Finance LLC • Endo Health Solutions Inc. • Endo Par Innovation Company, LLC • Endo Pharmaceuticals Inc. • Endo Pharmaceuticals Finance LLC • Endo Pharmaceuticals Valera Inc. • Endo Pharmaceuticals Solutions Inc. • Endo U.S. Inc. • Generics Bidco I, LLC • Generics International (US) 2, Inc. • Innoteq, Inc. • JHP Group Holdings, LLC • JPH Acquisitions, LLC • Kali Laboratories 2, Inc. • Moores Mill Properties L.L.C. • Par, LLC • Par Pharmaceutical 2, Inc. • Par Pharmaceutical Companies, Inc. • Par Pharmaceutical Holdings, Inc. • Par Sterile Products, LLC • Quartz Specialty Pharmaceuticals, LLC • Slate Pharmaceuticals, LLC • Timm Medical Holdings, LLC • Vintage Pharmaceuticals, LLC
New York U.S. Remaining Entities	• Anchen Incorporated • Endo Innovation Valera, LLC • Generics International (US), Inc. • Par Pharmaceutical, Inc.
New Jersey U.S. Remaining Entities	• Kali Laboratories, LLC
Pennsylvania U.S. Remaining Entities	• Generics International Ventures Enterprises LLC

* Non-Debtor Affiliate

Jurisdiction	Entity Name(s)
Non-U.S. ("Non-U.S. Remaining Entities")	
Canadian Remaining Entities	• Paladin Labs Canadian Holding Inc. • Paladin Labs Inc
Irish Remaining Entities	• Astora Women's Health Ireland Limited • Astora Women's Health Technologies* • Endo Designated Activity Company • Endo Eurofin Unlimited Company • Endo Finance IV Unlimited Company • Endo Global Aesthetics Limited • Endo Global Biologics Unlimited Company • Endo Global Development Limited • Endo International plc • Endo Ireland Finance II Limited • Endo Management Limited • Endo Procurement Operation Limited • Endo TopFin Limited • Endo Ventures Aesthetics Limited • Endo Ventures Unlimited Company • Hawk Acquisition Ireland Limited • Operand Pharmaceuticals Holdco II Limited • Operand Pharmaceuticals Holdco III Limited
England Remaining Entities	• Par Laboratories Europe Ltd.
Lux Remaining Entities	• Endo Luxembourg Finance Company I Sà r.l. • Endo Luxembourg Holding Company Sà r.l. • Endo Luxembourg International Financing SARL • Luxembourg Endo Specialty Pharmaceuticals Holding I Sà r.l.
Cyprus Remaining Entities	• Endo Ventures Cyprus Limited
Bermuda Remaining Entities	• Astora Women's Health Bermuda ULC* • Bermuda Acquisition Management Limited • Endo Bermuda Finance Limited • Endo Global Ventures • Endo Ventures Bermuda Limited

Exhibit B
Timeline 1 Quarterly Breakout

Endo International plc
Plan Administration Estimate
(USD in $000, unless otherwise indicated)

Subject to Material Change and Continued Analysis
As of 4/23/2024

Timeline 1

	Line Item	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Total
A.	***General Wind Down Costs***						
1	**Regulatory Costs**	**$ 80**	**$ 40**	**$ 35**	**$ -**	**$ -**	**$ 155**
(a)	*U.S. State / FDA Filing Fees*	*$ 30*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 30*
(b)	*Canadian Filing Fees*	*$ 50*	*$ 40*	*$ 35*	*$ -*	*$ -*	*$ 125*
2	**Plan Administrator Fees**	**$ 117**	**$ 120**	**$ 90**	**$ 80**	**$ 30**	**$ 437**
3	**Non-U.S. Independent Directors and Secretaries**	**$ 210**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 210**
(a)	*Bermuda*	*$ 40*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 40*
(b)	*Cyprus*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
(c)	*Ireland*	*$ 100*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 100*
(d)	*Luxembourg*	*$ 70*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 70*
4	**Non-U.S. Liquidation Costs**	**$ -**	**$ 330**	**$ -**	**$ 40**	**$ -**	**$ 370**
(a)	*Bermuda*	*$ -*	*$ 33*	*$ -*	*$ -*	*$ -*	*$ 33*
(b)	*Canada*	*$ -*	*$ -*	*$ -*	*$ 40*	*$ -*	*$ 40*
(c)	*Cyprus*	*$ -*	*$ 22*	*$ -*	*$ -*	*$ -*	*$ 22*
(d)	*England*	*$ -*	*$ 15*	*$ -*	*$ -*	*$ -*	*$ 15*
(e)	*Ireland*	*$ -*	*$ 260*	*$ -*	*$ -*	*$ -*	*$ 260*
(f)	*Luxembourg*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
5	**Auditor Costs**	**$ 150**	**$ 250**	**$ 100**	**$ -**	**$ -**	**$ 500**
6	**Fees for Canadian Recognition Information Officer and Counsel**	**$ 50**	**$ 50**	**$ 50**	**$ 25**	**$ 25**	**$ 200**
	GENERAL WINDDOWN COST SUBTOTAL	**$ 607**	**$ 790**	**$ 275**	**$ 145**	**$ 55**	**$ 1,872**
B.	***Distribution Reserves***						
1	**SPA Claims**	**$ 27,030**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 27,030**
(a)	*State and Local*	*$ 15,000*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 15,000*
(b)	*CAD Taxes*	*$ 12,000*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 12,000*
(c)	*Reconciled SPA Claims*	*$ 30*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 30*
(d)	*To be Reconciled SPA Claims*	*TBD*	*TBD*	*TBD*	*TBD*	*TBD*	*TBD*
	DISTRIBUTION RESERVE SUBTOTAL	**$ 27,030**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 27,030**

	Line Item	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Total
C.	***Plan Administrator Professional Fees***						
1	**General Advisors**	**$ 6,400**	**$ 2,340**	**$ 1,700**	**$ 1,150**	**$ 1,310**	**$ 12,900**
(a)	*Lead U.S. Legal Counsel and English Counsel*	*$ 1,200*	*$ 1,000*	*$ 1,000*	*$ 700*	*$ 600*	*$ 4,500*
(b)	*Irish Legal Counsel*	*$ 550*	*$ 500*	*$ 200*	*$ 150*	*$ 100*	*$ 1,500*
(c)	*Efficiency Counsel*	*$ 650*	*$ 180*	*$ 120*	*$ 120*	*$ 430*	*$ 1,500*
(d)	*Financial Advisor*	*$ 200*	*$ 160*	*$ 80*	*$ 80*	*$ 80*	*$ 600*
(e)	*Tax Advisor*	*$ 2,500*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 2,500*
(f)	*Claims and Noticing Agent; Administrative Agent*	*$ 1,300*	*$ 500*	*$ 300*	*$ 100*	*$ 100*	*$ 2,300*
2	**U.S. Regulatory Counsel**	**$ 200**	**$ 100**	**$ 100**	**$ -**	**$ -**	**$ 400**
(a)	*State Licensing Transfers*	*$ 80*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 80*
(b)	*CMS Contract Transfers*	*$ 10*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 10*
(c)	*HHS Contract Transfers*	*$ 100*	*$ 100*	*$ 100*	*$ -*	*$ -*	*$ 300*
(d)	*VA GAS Schedule Contract Transfers*	*$ 10*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 10*
3	**Non-U.S. / Non-Irish Legal Counsel**	**$ 140**	**$ 100**	**$ 60**	**$ 175**	**$ 25**	**$ 500**
(a)	*Bermuda*	*$ 15*	*$ 15*	*$ 10*	*$ 10*	*$ -*	*$ 50*
(b)	*Cyprus*	*$ 10*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 10*
(c)	*Canada*	*$ 75*	*$ 75*	*$ 50*	*$ 75*	*$ 25*	*$ 300*
(d)	*Luxembourg*	*$ 40*	*$ 10*	*$ -*	*$ 10*	*$ -*	*$ 60*
(e)	*Australia*	*$ -*	*$ -*	*$ -*	*$ 80*	*$ -*	*$ 80*
	PRO FEES SUBTOTAL SUBTOTAL	**$ 6,740**	**$ 2,540**	**$ 1,860**	**$ 1,325**	**$ 1,335**	**$ 13,800**
D.	***VAT Estimate***	**$ 800**	**$ 300**	**$ 90**	**$ 80**	**$ 30**	**$ 1,300**
E.	***U.S. TRUSTEE QUARTERLY FEES***	**$ 340**	**$ 665**	**$ 9**	**$ 7**	**$ 7**	**$ 1,028**
F.	***CONTINGENCY***	**$ 1,000**	**$ 250**	**$ 250**	**$ 250**	**$ 250**	**$ 2,000**
	GRAND TOTAL	**$ 36,532**	**$ 4,517**	**$ 2,486**	**$ 1,814**	**$ 1,682**	**$ 47,030**
	MINUS DISTRIBUTION RESERVES	**$ 9,502**	**$ 4,517**	**$ 2,486**	**$ 1,814**	**$ 1,682**	**$ 20,000**

Exhibit C
Timeline 2 Quarterly Breakout

Endo International plc
Plan Administration Estimate
(USD in $000, unless otherwise indicated)

Subject to Material Change and Continued Analysis
As of 4/23/2024

Timeline 2

	Line Item	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Total
A.	***General Wind Down Costs***											
1	**Regulatory Costs**	$ 80	$ 40	$ 35	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 155
(a)	*U.S. State / FDA Filing Fees*	$ 30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30
(b)	*Canadian Filing Fees*	$ 50	$ 40	$ 35	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 125
2	**Plan Administrator Fees**	$ 117	$ 120	$ 100	$ 90	$ 85	$ 80	$ 65	$ 58	$ 58	$ 40	$ 812
3	**Non-U.S. Independent Directors and Secretaries**	$ 210	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210
(a)	*Bermuda*	$ 40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40
(b)	*Cyprus*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(c)	*Ireland*	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100
(d)	*Luxembourg*	$ 70	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 70
4	**Non-U.S. Liquidation Costs**	$ -	$ 330	$ -	$ -	$ -	$ 50	$ -	$ -	$ 20	$ 20	$ 420
(a)	*Bermuda*	$ -	$ 33	$ -	$ -	$ -	$ 6	$ -	$ -	$ -	$ -	$ 39
(b)	*Canada*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20	$ 20	$ 40
(c)	*Cyprus*	$ -	$ 22	$ -	$ -	$ -	$ 2	$ -	$ -	$ -	$ -	$ 24
(d)	*England*	$ -	$ 15	$ -	$ -	$ -	$ 2	$ -	$ -	$ -	$ -	$ 17
(e)	*Ireland*	$ -	$ 260	$ -	$ -	$ -	$ 40	$ -	$ -	$ -	$ -	$ 300
(f)	*Luxembourg*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	**Auditor Costs**	$ 150	$ 250	$ 100	$ 50	$ 50	$ 50	$ 50	$ 50	$ -	$ -	$ 750
6	**Fees for Canadian Recognition Information Officer and Counsel**	$ 40	$ 20	$ 20	$ 20	$ 20	$ 20	$ -	$ 20	$ 40	$ -	$ 200
	GENERAL WIND DOWN SUBTOTAL	$ 597	$ 760	$ 255	$ 160	$ 155	$ 200	$ 115	$ 128	$ 118	$ 60	$ 2,547
B.	***Distribution Reserves***											
1	**SPA Claims**	$ 27,030	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,030
(a)	*State and Local*	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000
(b)	*CAD Taxes*	$ 12,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,000
(c)	*Reconciled SPA Claims*	$ 30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30
(d)	*To be Reconciled SPA Claims*	*TBD*	*TBD*	*TBD*	*TBD*	*TBD*	*TBD*	*TBD*	*TBD*	*TBD*	*TBD*	*TBD*
	DISTRIBUTION RESERVE SUBTOTAL	$ 27,030	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,030
C.	***Plan Administrator Professional Fees***											
1	**General Advisors**	$ 6,900	$ 2,850	$ 1,630	$ 1,750	$ 650	$ 750	$ 640	$ 690	$ 590	$ 1,250	$ 17,700
(a)	*Lead U.S. Legal Counsel and English Counsel*	$ 1,500	$ 1,500	$ 900	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 600	$ 6,000
(b)	*Irish Legal Counsel*	$ 550	$ 500	$ 200	$ 100	$ 100	$ 100	$ 100	$ 50	$ 50	$ 50	$ 1,800
(c)	*Efficiency Counsel*	$ 650	$ 200	$ 130	$ 130	$ 130	$ 130	$ 130	$ 130	$ 130	$ 440	$ 2,200
(d)	*Financial Advisor*	$ 200	$ 150	$ 100	$ 70	$ 70	$ 70	$ 60	$ 60	$ 60	$ 60	$ 900
(e)	*Tax Advisor*	$ 2,500	$ -	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500
(f)	*Claims and Noticing Agent; Administrative Agent*	$ 1,500	$ 500	$ 300	$ 200	$ 100	$ 200	$ 100	$ 200	$ 100	$ 100	$ 3,300
2	**U.S. Regulatory Counsel**	$ 200	$ 100	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400
(a)	*State Licensing Transfers*	$ 80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 80
(b)	*CMS Contract Transfers*	$ 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10
(c)	*General Advise and HHS Contract Transfers*	$ 100	$ 100	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300
(d)	*VA GAS Schedule Contract Transfers*	$ 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10
3	**Non-U.S. / Non-Irish Legal Counsel**	$ 140	$ 90	$ 40	$ 20	$ 30	$ 20	$ -	$ -	$ 80	$ 80	$ 500
(a)	*Bermuda*	$ 15	$ 15	$ 10	$ -	$ -	$ -	$ -	$ -	$ 10	$ -	$ 50
(b)	*Cyprus*	$ 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10
(c)	*Canada*	$ 75	$ 75	$ 30	$ 20	$ 20	$ 20	$ -	$ -	$ 60	$ -	$ 300
(d)	*Luxembourg*	$ 40	$ -	$ -	$ -	$ 10	$ -	$ -	$ -	$ 10	$ -	$ 60
(e)	*Australia*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 80	$ 80
	PRO FEES SUBTOTAL SUBTOTAL	$ 7,240	$ 3,040	$ 1,770	$ 1,770	$ 680	$ 770	$ 640	$ 690	$ 670	$ 1,330	$ 18,600
D.	***VAT Estimate***	$ 800	$ 260	$ 80	$ 280	$ 40	$ 50	$ 40	$ 50	$ 50	$ 50	$ 1,700
E.	***U.S. TRUSTEE QUARTERLY FEES***	$ 340	$ 665	$ 9	$ 10	$ 5	$ 5	$ 5	$ 5	$ 5	$ 6	$ 1,055
F.	***CONTINGENCY***	$ 1,000	$ 250	$ 250	$ 100	$ 100	$ 100	$ 100	$ 100	$ -	$ -	$ 2,000
	GRAND TOTAL	$ 37,020	$ 4,978	$ 2,365	$ 2,314	$ 986	$ 1,129	$ 895	$ 950	$ 834	$ 1,431	$ 52,932
	MINUS DISTRIBUTION RESERVES	$ 9,990	$ 4,978	$ 2,365	$ 2,314	$ 986	$ 1,129	$ 895	$ 950	$ 834	$ 1,431	$ 25,902

THIS IS EXHIBIT "F"
TO THE AFFIDAVIT OF PATRICK J. BARTELS JR.
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21ST DAY OF NOVEMBER, 2025

Erik Axell
_____
Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**
	Re Docket No. 4686

ORDER (I) CLOSING CERTAIN CHAPTER 11 CASES; (II) GRANTING FINAL DECREES IN CERTAIN CLOSED CHAPTER 11 CASES; (III) AMENDING CAPTION OF REMAINING CASES; AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion") of the Plan Administrator,[2] for entry of an order pursuant to section 350(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 3022 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 3022-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules"): (i) closing certain chapter 11 cases; (ii) granting final decrees in certain closed chapter 11 cases; (iii) amending the caption of the remaining cases; and (iv) granting related relief, all as more fully described in the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and the Confirmation Order; and this Court having reviewed the Motion; and the objection filed to the

[1] The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/Endo. The location of the Debtors' service address for purposes of these chapter 11 cases is: 5330 Carmel Crest Lane, Charlotte, NC 28226.

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

Motion (ECF No. 4694); and the Court, after hearing argument by the parties, having overruled the objection and granted the Motion (ECF No. 4786); and this Court hereby finding and determining that (a) the relief sought in the Motion and granted herein is in the best interests of the above-captioned debtors (the "Debtors"), their estates and creditors, and all parties in interest, (b) due and proper notice of the Motion has been given, and (c) the legal and factual bases set forth in the Motion demonstrate sufficient and just cause for the relief granted herein; and after due deliberation,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted to the extent set forth herein.

2. The cases listed on Schedule 1 hereto (such cases, the "Closing Cases") shall be closed, effective as of the date of entry of this Order.

3. This Order shall serve as a Final Decree in each of the Closing Cases. The Clerk shall enter this Order individually on each of the dockets of the Closing Cases and thereafter such dockets shall be marked as "Closed."

4. Entry of this Order is without prejudice to (a) the rights of any Debtor or other party in interest to seek to reopen any of the Closing Cases for cause pursuant to section 350(b) of the Bankruptcy Code, and (b) the right of the Debtors, the Plan Administrator, or any other parties in interest to dispute, object to or resolve all claims that were filed against the Debtors in the Chapter 11 Cases.

5. The caption in the Chapter 11 Cases of the non-Closing Debtors (the "Remaining Cases") shall be amended as follows:

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re **Branded Operations Holdings, Inc. *et al.*,** [FN1] **Debtors.**	**Chapter 11** **Case No. 22-22608 (JLG)**

[FN1] The last four digits of Debtor Branded Operations Holdings, Inc.'s tax identification number are 6945. 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: 5330 Carmel Crest Lane, Charlotte, NC 28226.

6. **Going forward,** ~~A~~all docket entries ~~original pleadings~~ shall be captioned as indicated in the preceding decretal paragraph, and all ~~original~~ **newly filed** docket entries shall be made in the case of Branded Operations Holdings, Inc., Case No. 22-22608 (JLG). **[JLG]**

7. Docket entries shall be made on the docket of each of the Remaining Cases substantially as follows:

> An order has been entered amending the case caption in the chapter 11 cases of Endo International plc and its jointly administered affiliates. The docket in the chapter 11 case of Branded Operations Holdings, Inc. (6945), Case No. 22-22608 (JLG) should be consulted for all matters affecting the chapter 11 cases. All docket entries and proceedings prior to entry the order can be found on the docket of Endo International plc (3755), Case No. 22-22549 (JLG).

8. All pending and future matters relating to each of the Debtors, including objections to claims, shall be administered and heard in the Remaining Cases.

9. Each Debtor in the Closing Cases, or the Plan Administrator, as applicable, shall remain responsible for making payments in U.S. Trustee fees payable pursuant to 28 U.S.C. § 1930, in accordance with the terms of the Plan, through the date the Closing Cases have been closed.

10. The Debtors shall reserve sufficient funds to pay the Office of the United States Trustee the amount of any quarterly fees due pursuant to 28 U.S.C. § 1930 and any applicable interest due pursuant to 31 U.S.C. § 3717, which fees and interest, if any, shall be paid within twenty (20) days of the entry of this Order of Final Decree (the "Order"). Within fifteen (15) days after the entry of the Order, the Debtors shall provide to the United States Trustee all information indicating cash disbursements for the 3rd quarter of 2024 and for the period from October 1, 2024 to the date that the Order has been entered.

11. Each of the Plan Administrator and the Clerk of the United States Bankruptcy Court for the Southern District of New York is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

12. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: December 5, 2024
New York, New York

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

Schedule 1

70 Maple Avenue, LLC	22-22548
Actient Pharmaceuticals LLC	22-22547
Actient Therapeutics LLC	22-22588
Anchen Incorporated	22-22552
Anchen Pharmaceuticals, Inc.	22-22556
Auxilium International Holdings, LLC	22-22596
Auxilium Pharmaceuticals, LLC	22-22598
Auxilium US Holdings, LLC	22-22601
Bermuda Acquisition Management Limited	22-22603
BioSpecifics Technologies LLC	22-22605
DAVA International, LLC	22-22610
Endo Bermuda Finance Limited	22-22615
Endo Designated Activity Company	22-22551
Endo Eurofin Unlimited Company	22-22553
Endo Finance IV Unlimited Company	22-22555
Endo Finance Operations LLC	22-22559
Endo Global Aesthetics Limited	22-22564
Endo Global Biologics Unlimited Company	22-22566
Endo Global Development Limited	22-22568
Endo Global Finance LLC	22-22570
Endo Global Ventures	22-22571
Endo Innovation Valera, LLC	22-22575
Endo Ireland Finance II Limited	22-22577
Endo LLC	22-22579
Endo Luxembourg Finance Company I S.à r.l.	22-22581
Endo Luxembourg Holding Company S.à r.l.	22-22583
Endo Luxembourg International Financing S.à r.l.	22-22585
Endo Management Limited	22-22587
Endo Par Innovation Company, LLC	22-22561
Endo Pharmaceuticals Finance LLC	22-22589
Endo Pharmaceuticals Solutions Inc.	22-22592
Endo Pharmaceuticals Valera Inc.	22-22593
Endo Procurement Operations Limited	22-22595
Endo TopFin Limited	22-22597
Endo US Holdings Luxembourg I S.à r.l.	22-22600
Endo Ventures Aesthetics Limited	22-22602
Endo Ventures Bermuda Limited	22-22604
Endo Ventures Cyprus Limited	22-22606
Generics International (US) 2, Inc.	22-22607
Generics International (US), Inc.	22-22554
Generics International Ventures Enterprises LLC	22-22609
Innoteq, Inc.	22-22565
JHP Acquisition, LLC	22-22567

JHP Group Holdings, LLC	22-22569
Kali Laboratories 2, Inc.	22-22612
Kali Laboratories, LLC	22-22572
Luxembourg Endo Specialty Pharmaceuticals Holding I S.à r.l.	22-22614
Moores Mill Properties L.L.C.	22-22574
Paladin Labs Canadian Holding Inc.	22-22616
Quartz Specialty Pharmaceuticals, LLC	22-22584
Slate Pharmaceuticals, LLC	22-22620
Operand Pharmaceuticals Holdco II Limited	23-10838
Operand Pharmaceuticals Holdco III Limited	23-10839
Operand Pharmaceuticals II Limited	23-22414
Operand Pharmaceuticals III Limited	23-22415

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

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

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

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF PATRICK BARTELS
(Sworn November 21, 2025)

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Lawyers for the Canadian Debtors

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

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

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

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD
(Returnable December 2, 2025)

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