UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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Nostrum Laboratories, Inc.

Order Filed on April 16, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re:

NOSTRUM LABORATORIES, INC.,

Debtor.

Case No.: 24-19611

Chapter 11

Honorable John K. Sherwood, U.S.B.J.

ORDER PURSUANT TO SECTIONS 105(a), 363 AND 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004 AND 6006 APPROVING THE SALE OF CERTAIN OF THE DEBTOR'S ASSETS TO MPP PHARMA LLC FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES AND THE ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS

The relief set forth on the following page numbered two (2) through thirty-six (36) is hereby **ORDERED**.

DATED: April 16, 2025

Honorable John K. Sherwood
United States Bankruptcy Court

In Re: Nostrum Laboratories, Inc
Case No.: 24-19611
Caption of Order: *Order Pursuant to Sections 105(A), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006 Approving the Sale of Certain of the Debtor's Assets to MPP Pharma LLC Free and Clear of Liens, Claims and Encumbrances and the Assumption and Assignment of Certain Contracts*

Upon the motion [Docket No. 337] (the "Sale Motion"), of the above-captioned debtor and debtor in possession (collectively, the "Debtor"), seeking entry of an order (this "Sale Order"), pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 6004-1, 6004-2 and 6004-3 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), (a) authorizing and approving the Debtor's entry into and performance under the terms and conditions of that certain Asset Purchase Agreement, dated as of April 7, 2025 (together with the schedules and/or exhibits thereto and all related documents, and as may be amended, supplemented or otherwise modified from time to time after the date hereof, the "Purchase Agreement"), which is attached hereto as **Exhibit 1**, by and among Nostrum Laboratories, Inc. (the "Seller") and MPP Pharma, LLC (the "Buyer") pursuant to the terms of the Purchase Agreement, and all other ancillary documents (together with the Purchase Agreement, the "Transaction Documents"), (b) authorizing and approving the sale (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the Purchase Agreement, the "Sale") of the Purchased Assets (as defined in the Purchase Agreement) free and clear of all Liens, Claims and Interests (each as defined herein) and the assumption of the Assumed Liabilities to the extent set forth in the Purchase Agreement upon the closing of the Sale (the "Closing"), (c) authorizing the assumption and assignment of certain of the Seller's (as applicable) executory contracts and

unexpired leases related thereto as set forth on the applicable schedules of the Purchase Agreement (each, a "Buyer Assumed Agreement," and, collectively, the "Buyer Assumed Agreements"), upon the Closing, subject to payment by the Buyer of all costs necessary to cure any defaults as expressly set forth in the Transaction Documents arising under any Buyer Assumed Agreement to the extent required by section 365(b) of the Bankruptcy Code, and (d) granting related relief, all as more fully set forth in the Sale Motion; and this Court having entered the *Order Granting in Part and Denying in Part Motion of Official Committee of Unsecured Creditors for an Order Authorizing the Committee to Market the Debtor's Assets for Sale in a Joint Capacity with the Debtor and Approving Bidding Procedures* [Docket No. 268] (together with the *Notice Of Auction Sale And Amended Bidding Procedures* [Docket No. 299], the "Bidding Procedures Order"); and the Debtor having received no qualified bid to serve as a stalking horse bid conducted an auction on April 1, 2025 in accordance with the Bidding Procedures Order; and on April 3, 2026, the Debtor filed a *Notice of Successful Bidder(s) and Back-Up Bidder(s)* [Docket No. 336]; and the Court having conducted a hearing on the Sale Motion (the "Sale Hearing") on April 8, 2025, at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered the Sale Motion, the Purchase Agreement, and, if any, all objections to the Sale, the Purchase Agreement and the other Transaction Documents filed in accordance with the Sale Motion; and the Court having heard statements of counsel and the evidence presented in support of the relief requested in the Sale Motion at the Sale Hearing; and it

appearing that due notice of the Sale Motion, the Sale Hearing, the Purchase Agreement, and the Sale has been provided; and it appearing that (i) the Buyer's offer is the highest offer for the Purchased Assets and (ii) the relief requested in the Sale Motion is in the best interests of the Debtor, its estate, its stakeholders, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation, it is hereby

FOUND, CONCLUDED AND DETERMINED THAT:

A. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated September 18, 2012 (Simandle, C.J.). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this case in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d) or any other applicable Bankruptcy Rule, and to any extent necessary under Bankruptcy Rule 9014 and Federal Rule of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and the terms

and conditions of this Sale Order should be immediately effective and enforceable upon its entry, and expressly directs entry of judgment as set forth herein.

C. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 9014 of the Bankruptcy Rules. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

D. The statutory and other legal predicates for the relief granted herein are sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rule 6004-1.

Notice of Sale Motion, Auction, Sale Hearing and Sale of the Purchased Assets

E. Proper, timely, adequate and sufficient notice of the Sale Motion has been provided in accordance with 11 U.S.C. §§ 102, 105(a), 363, 365 and Bankruptcy Rules 2002, 6004 and 9014, and the Motion, such notice was good and sufficient, and appropriate under the particular circumstances, and no other or further notice of the Sale Hearing or the Sales, shall be required.

F. In accordance with the Bidding Procedures Order, the Debtor has served a notice of its intent to assume and assign the Buyer Assumed Agreements and of the Cure Costs (as defined in the Bidding Procedures Order) upon each counterparty to a Buyer Assumed Agreement as set forth in the *Notice of Proposed Cure Payment* [Docket No. 280] (the "Cure Notice"). The service of such Cure Notice was good, sufficient, and appropriate under the circumstances and no further

notice need be given in respect to the assumption and assignment of the Buyer Assumed Agreements or establishing a Cure Cost for the respective Buyer Assumed Agreements. Counterparties to the Buyer Assumed Agreements have had an adequate opportunity to object to assumption and assignment of the applicable Buyer Assumed Agreements and the Cure Costs set forth in the Cure Notice. All objections, responses, or requests for adequate assurance in connection with the assumption and assignment of the Buyer Assumed Agreements have been resolved, overruled, or denied, as applicable.

G. A fair and reasonable opportunity to object to, and be heard with respect to, the Sale Motion has been given to all persons entitled to notice, without limitation, the following: (i) all non-Debtor counterparties to executory contracts or unexpired leases, (ii) all parties who have requested notice in this Chapter 11 case pursuant to Bankruptcy Rule 2002, (iii) any known bidders at the auction (the "Auction"), and (iv) the Office of the United States Trustee.

H. The Debtor has conducted the sale process in compliance with the Bankruptcy Code, the Official Committee of Unsecured Creditors (the "Committee"), the Prepetition Lender (as defined herein) and the Buyer has complied with the Bid Procedures Order in all respects. The Buyer was a Successful Bidder (as defined in the Bid Procedures Order) at the Auction for the Purchased Assets in accordance with the Bid Procedures.

I. The Debtor and its advisors, including, without limitation, Raymond James & Associates, Inc., engaged in a robust and extensive marketing and sale process, in accordance with the Bid Procedures Order.

Highest and Best Offer

J. The Debtor conducted a fair and open sale process. The sale process, the Bid Procedures, and the Auction were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any entity that either expressed an interest in acquiring the Purchased Assets, or who the Debtor believed may have had an interest in acquiring the Purchased Assets, to make an offer to purchase the Purchased Assets.

K. The Debtor, the Committee and the Buyer have negotiated and undertaken their respective roles leading to the sale of the Purchased Assets and entry into the Transaction Documents in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtor "resulted in the highest or otherwise best value for the Purchased Assets, was in the best interests of the Debtor, its estate, its creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. There is no legal or equitable reason to delay consummation of the Purchase Agreement, and the transactions contemplated therein.

L. The Purchase Agreement was the sole Qualifying Bid (as defined in the Bidding Procedures) for the Purchased Assets. As a result, the Debtor declared Buyer the Successful Bidder (as defined in the Bidding Procedures).

M. No consents or approvals, other than those expressly set forth herein, are required for the Debtor to consummate the sale of the Purchased Assets.

N. Approval of the Sale Motion and the Transaction Documents, and the sale of the Purchased Assets contemplated thereby, is in the best interests of the Chapter 11 estate, the Debtor's creditors, and all other parties-in-interest.

I. The Debtor has demonstrated both (i) good, sufficient, and sound business purpose and justification; and (ii) compelling circumstances for the sale of the Purchased Assets pursuant to 11 U.S.C. § 363(b).

O. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities in accordance with the Sale Motion.

P. Entry of an order approving the Purchase Agreement is necessary prior to Buyer's consummation of the Sale, as set forth in the Purchase Agreement.

Good Faith of Buyer

Q. The Purchase Price (as defined in the Purchase Agreement) was negotiated, proposed, and entered into by the Debtor and Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor Buyer, have engaged in any conduct that would cause or permit the Sale to be avoided under 11 U.S.C. § 363(n).

R. The consideration to be paid by the Buyer under the Transaction Documents was negotiated at arm's-length, in good faith and without collusion pursuant to section 363(m) of the Bankruptcy Code and constitutes reasonably equivalent value and fair and adequate consideration for the Purchased Assets. Specifically: (i) the Buyer recognized that the Debtor was free to deal with any other party interested in purchasing the Purchased Assets; (ii) the Buyer complied in all respects with the applicable provisions of the Bidding Procedures Order in negotiating and entering into the Purchase Agreement and the other Transaction Documents, and the Purchase Agreement, the other Transaction Documents and the transactions described therein comply with the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bid procedures set forth in the Bidding Procedures Order; (iv) all payments made or to be made by the Buyer in connection with the Sale have been disclosed in the Purchase Agreement; (v) there is no common identity of directors, officers or controlling stockholders existing among the Buyer and the Debtor and Buyer is not an "insider" or "affiliate" of the Debtor, as those terms are defined in the Bankruptcy Code; (vi) the negotiation and execution of the Purchase Agreement and the other Transaction Documents were at arm's-length by parties not affiliated with one another and in good faith, and at all times of the Buyer and the Debtor were represented by competent counsel of their choosing; and (vii) the Buyer has not acted in a collusive manner with any person. The Buyer pursuant to the terms of the Purchase Agreement has at all times acted in good faith within the meaning of section 363(m) of the Bankruptcy Code in negotiating the transactions contemplated

by the Purchase Agreement and the other Transaction Documents, in submitting the Stalking Horse Bid, and in presenting the Purchase Agreement and the other Transaction Documents to the Court for approval. The Buyer pursuant to the terms of the Purchase Agreement will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Purchase Agreement and the other Transaction Documents. The terms and conditions set forth in the Purchase Agreement are fair and reasonable under the circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding the Debtor or its creditors under any applicable laws.

S. The Debtor and the Buyer, and each of their respective management, boards of directors, members, officers, directors, employees, agents, and representatives, have acted in good faith in connection with negotiations and entry into the Purchase Agreement. The Purchase Agreement and the other Transaction Documents, and each of the transactions contemplated therein, were negotiated, proposed, and entered into by the Debtor and the Buyer in good faith, without collusion or fraud, and from arm's-length bargaining positions. The Buyer is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all the protections afforded thereby.

No Fraudulent Transfer

T. The consideration provided by the Buyer pursuant to the Purchase Agreement for its purchase of the Purchased Assets and the assumption of the Assumed Liabilities constitutes

reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia.

U. Neither the Buyer nor its past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns, nor any of its nor their respective directors, managers, officers, employees, shareholders, members, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies or partners (each, a "Buyer Party") is a continuation of the Debtor or its estate and no Buyer Party is holding itself out to the public as a continuation of the Debtor or its estate and the Sale does not amount to a consolidation, merger, or de facto merger of the Buyer (or any other Buyer Party) and the Debtor.

Validity of Transfer

V. The Debtor (i) has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, as applicable, (ii) has all of the power and authority necessary to consummate the Sale, and (iii) has taken all action necessary to authorize and approve the Purchase Agreement and to consummate the Sale, and no further consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtor to consummate the transactions contemplated by the Purchase Agreement, except as otherwise set forth in the Purchase Agreement. The Purchased Asset constitute property

of the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code and title thereto is presently vested in the Debtor's estate.

Section 363(f) Is Satisfied

W. The Sale of the Purchased Assets to the Buyer and the assumption and assignment to the Buyer of the Buyer Assumed Agreements (including payment of any Cure Costs) under the terms of the Purchase Agreement meets the applicable provisions of section 363(f) of the Bankruptcy Code such that the Sale of the Purchased Assets will be free and clear of all Liens, Claims and Interests, and will not subject any Buyer Party to any liability for any Liens, Claims or Interests whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), except as expressly provided in the Purchase Agreement. All holders of Liens, Claims or Interests who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code, and all holders of Liens, Claims or Interests are adequately protected—thus satisfying section 363(e) of the Bankruptcy Code—by having their Liens, Claims or Interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they assert Liens, Claims or Interests, in the same order of priority and with the same validity, force, and effect that such holder had prior to the Sale, subject to any rights, claims, and defenses of the Debtor or its estate, as applicable. Those holders of Liens, Claims or Interests who did object and that have an

interest in the Purchased Assets fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

X. Except for the Assumed Liabilities and other obligations of the Buyer to the extent set forth in the Purchase Agreement, the transfer of the Purchased Assets to the Buyer shall be a legal, valid and effective transfer of the Purchased Assets and shall vest the Buyer at Closing with all right, title and interest of the Debtor in and to the Purchased Assets, free and clear of all claims (as defined in Section 101(5) of the Bankruptcy Code, "Claims"), liens (as defined in Section 101(37) of the Bankruptcy Code, "Liens"), encumbrances and all other interests (collectively including each of the foregoing, "Interests"), including, but not limited to: (1) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal or termination of the Debtor's interest in the Purchased Assets, or any similar rights, including rights under section 365(h) of the Bankruptcy Code; (2) those relating to taxes arising under or out of in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing; and (3) (a) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, rights of setoff or recoupment, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, and (b) all debts arising in any way in connection with any agreements, acts or failures to act of any of the Debtor or any of the Debtor's predecessors or

affiliates, Claims, obligations, liabilities, rights of set off or recoupment, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of this bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, Claims otherwise arising under doctrines of successor liability to the greatest extent permitted by applicable law.

Y. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions, thus adversely purchased affecting the Debtor, its estate and its creditors and other stakeholders, if the transfer of the Purchased Assets to the Buyer and the assumption of the Assumed Liabilities by Buyer were not, except as otherwise expressly provided in the Purchase Agreement with respect to the Assumed Liabilities, free and clear of all Interests of any kind or nature whatsoever, or if the Buyer would, or in the future could, be liable for any of such Interests including, but not limited to: (1) any employment or labor agreements; (2) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtor; (3) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related Claim, including, without limitation, Claims that might otherwise arise under or pursuant to: (a) the Employee Retirement, Income, Security Act of 1974, as amended. (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, the

National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, (i) the Jones Act; (4) any products liability, personal injury or similar Claims, whether pursuant to any state or federal laws or otherwise, including, without limitation, asbestos-related Claims; (5) environmental Claims or Liens arising from conditions or emissions first existing on or prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq*., or similar state or local statutes or ordinances; (6) any bulk sales or similar law; (7) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (8) any theories of successor liability.

Assumption and Assignment of the Buyer Assumed Agreements

Z. The assumption and assignment of the Buyer Assumed Agreements pursuant to the terms of this Sale Order are integral to the Purchase Agreement, are in the best interests of the Debtor and its estate, creditors, and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtor.

AA. The Debtor has met all requirements of section 365(b) and (f) of the Bankruptcy Code for assumption and assignment of each of the Buyer Assumed Agreements. As specifically set forth herein or the Purchase Agreement, the Buyer and/or the Debtor have (i) cured and/or

provided adequate assurance of cure, of any default existing prior to the Closing under all of the Buyer Assumed Agreements, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing under any of the Buyer Assumed Agreements within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and (iii) provided adequate assurance of future performance within the meaning of section 365(b)(1)(C) of the Bankruptcy Code.

BB. Except as provided in the Purchase Agreement, the (i) transfer of the Purchased Assets to the Buyer and (ii) assignment to the Buyer of the Buyer Assumed Agreements, will not subject the Buyer to any liability whatsoever that arises prior to the Closing or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, any theory of antitrust, successor, transferee, derivative, or vicarious liability or any similar theory and/or applicable state or federal law or otherwise.

CC. Purchasers would not have offered the Purchase Prices nor agreed to purchase the relevant Sale Assets and would not consummate the transactions contemplated herein, if the Sales were not free and clear of all liens, claims, encumbrances, and interests of any kind or nature

whatsoever, or if Purchasers would, or in the future could, be liable for any liens, claims, encumbrances or interests.

Prompt Consummation

DD. Time is of the essence in effectuating the Purchase Agreement. As such, the Debtor and the Buyer intend to close the sale of the Purchased Assets as soon as reasonably practicable. The Debtor has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Purchase Agreement. Accordingly, there is sufficient cause to waive the stay provided in Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d) or any other applicable Bankruptcy Rule.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion is **GRANTED**.

2. All objections to or reservation of rights with respect to the Sale Motion or the relief requested therein that have not been withdrawn or resolved as stated on the record of the Sale Hearing are overruled.

3. All persons and entities who did not object or withdraw their objections to the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

4. The Purchase Agreement and the other Transaction Documents, and all terms and conditions thereof, are hereby approved.

Transfer of the Purchased Assets

5. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor and the Buyer are authorized and directed to consummate the Sale, pursuant to and in accordance with the terms of this Sale Order and Transaction Documents.

6. The Debtor is authorized and directed to (a) take any and all actions necessary or appropriate to perform, consummate, implement, and close the Sale in accordance with the terms and conditions set forth in the Transaction Documents and this Sale Order, (b) assume and assign any and all Buyer Assumed Agreements (including payment of any Cure Costs in accordance with this Sale Order and the Purchase Agreement), and (c) take all further actions and execute and deliver the Transaction Documents and any and all additional instruments and documents that may be necessary or appropriate to implement the Purchase Agreement and the other Transaction Documents and consummate the Sale in accordance with the terms thereof, all without further order of the Court.

7. The Buyer is not acquiring any of the Excluded Assets or assuming any of the Excluded Liabilities (as defined in the Purchase Agreement).

8. The Debtor and the Buyer are authorized and empowered to perform under, consummate and implement, the sale, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the transactions contemplated in the Sale Motion, and to take all further actions as may be requested by the Purchasers for the purpose of assigning, transferring, granting, conveying, conferring or reducing to possession the Purchased Assets to the Buyer, or as may be necessary or appropriate to the performance of the obligations

as contemplated by the Sale Motion. The Debtor and the Buyer are hereby authorized to take any and all steps necessary to effectuate, consummate and/or implement the terms of this Sale Order. To the extent of any discrepancies between this Sale Order and the Sale Motion, this Sale Order shall control.

9. The Debtor, together with all parties in possession of property of the Debtor's estate or information necessary to consummate the Sales including, but not limited to, EnEm Nostrum Remedies, Pvt. Ltd., the Debtor and each of their respective representatives including, but not limited to, Nirmal Mulye, Bernard Berk, James Grainer, and Shraddha Dhamankar shall cooperate in all respects with the Debtor, the Committee and Raymond James in order to effectuate a timely closing of the Sale including, but not limited to, by providing all information and property of the Debtor necessary to consummate the Sale.

10. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtor to transfer the Purchased Assets to the Buyer in accordance with the Purchase Agreement, the other Transaction Documents and this Sale Order.

11. At Closing, all of the Debtor's right, title, and interest in and to, and possession of, the Purchased Assets shall be immediately vested in the Buyer pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code. Such transfer shall constitute a legal, valid, enforceable, and effective transfer of the Purchased Assets. All persons or entities, presently or at or after the Closing, in possession of some or all of the Purchased Assets, are directed to surrender possession

of any and all portions of the Purchased Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

12. This Sale Order (a) shall be effective as a determination that, as of the Closing, (i) the Purchased Assets shall have been transferred to the Buyer free and clear of all Liens, Claims and Interests (including but not limited to those described herein), except to the extent set forth in the Purchase Agreement, and (ii) the conveyances described herein have been effected, and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, 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 departments, 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; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and the other Transaction Documents.

13. All Liens, Claims and Interests with respect to the Purchased Assets shall attach to the proceeds of the Sale ultimately attributable to the property against which such Liens, Claims and Interests applied, in the same order of priority and with the same validity, force, and effect that such Liens, Claims and Interests applied prior to the Sale, subject to any rights, claims, and defenses of the Debtor or its estate, as applicable, or as otherwise provided herein.

14. Except as expressly permitted otherwise by this Sale Order or the Purchase Agreement, all persons and entities, including, but not limited to, all debt security holders; equity security holders; governmental, tax and regulatory authorities; lenders; trade creditors; and other creditors holding Interests of any kind or nature whatsoever against or in the Debtor or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with or in any way relating to the Debtor, the Purchased Assets, the operation of the Purchased Assets prior to the Closing are forever barred, estopped and permanently enjoined from asserting against the Buyer, its successors or assigns, their property or the Purchased Assets such persons' or entities' Interests (including without limitation, any right of set-off or recoupment).

15. If any person or entity that has filed financing statements, mortgages, mechanic's claims, lis pendens, or other documents or agreements evidencing claims against the Debtor or in the Purchased Assets shall not have delivered to the Debtor prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and/or releases of all Liens, Claims and Interests that the person or entity has with respect to the Debtor or the Purchased Assets or otherwise, then only with regard to the Purchased Assets that are purchased by the Buyer pursuant to the Purchase Agreement and this Sale Order, (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Purchased Assets, (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive

evidence of the release of all Liens, Claims, and Interests against each Buyer Party and the Purchased Assets, and (c) upon consummation of the Sale, the Buyer may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Liens, Claims and Interests that are extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code, and any other provisions of the Bankruptcy Code, with respect to the Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Sale Order authorizing the Sale and assignment of the Purchased Assets free and clear of Liens, Claims and Interests shall be self-executing and neither the Debtor nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order.

16. The closing of the Sale shall occur on or before the earlier of (such earliest date, the "Closing Date") April 18, 2025 and the date that is fifteen (15) days from the hearing at which the Court granted the Debtor's Sale Motion (the "Closing Window") which Closing shall take place at the offices of Debtor's counsel, or at some other place and manner as agreed by the parties. The Buyer may take title or assignment of the Purchased Assets through one or more designees. All disbursements to be made by Debtor pursuant to the terms of this Sale Order shall be made two (2) days prior to the Closing. To the extent the Debtor is ready willing and able to deliver good

and marketable title to the Purchased Assets and Closing does not occur by the conclusion of the Closing Window and the Closing Window is not extended on the consent of the parties, the Debtor shall be authorized to retain any deposit made by Buyer and to pursue such other remedies available to the Debtor.

No Successor or Transferee Liability

17. No Buyer Party shall be deemed, as a result of any action taken in connection with the Purchase Agreement, the consummation of the Sale contemplated by the Purchase Agreement, or the transfer, operation, or use of the Purchased Assets to (a) be a legal successor, or otherwise be deemed a successor to the Debtor (other than, for the Buyer, with respect to any Assumed Liabilities), (b) have, de facto or otherwise, merged with or into the Debtor, or (c) be an alter ego or a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act of 1974 ("ERISA"), tax law, labor law, products liability law, employment law, environmental law, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules or regulations).

18. Other than as expressly set forth in the Purchase Agreement, no Buyer Party shall have any responsibility for (a) any liability or other obligation of the Debtor or (b) any claims against the Debtor or any of its predecessors or affiliates. Except as expressly provided in the Purchase Agreement with respect to the Buyer, no Buyer Party shall have any liability whatsoever

with respect to the Debtor's (or its predecessors' or affiliates') respective businesses or operations or any of the Debtor's (or its predecessors' or affiliates') obligations ("Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor, or transferee liability, de facto merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including, without limitation, liabilities on account of (a) any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the Purchased Assets or the Assumed Liabilities prior to the Closing or in respect of pre-Closing periods or (b) any plan, agreement, practice, policy, or program, whether written or unwritten, providing for pension, retirement, health, welfare, compensation or other employee benefits which is or has been sponsored, maintained or contributed to by any Debtor or with respect to which any Debtor has any liability, whether or not contingent, including, without limitation, any "multiemployer plan" (as defined in Section 3(37) of ERISA) or "pension plan" (as defined in Section 3(2) of ERISA) to which any Debtor has at any time contributed, or had any obligation to contribute. Except to the extent expressly included in the Assumed Liabilities with respect to the Buyer or as otherwise expressly set forth in the Purchase Agreement, no Buyer Party shall have any liability or obligation under any applicable law, including, without limitation, (a) the WARN Act (29 U.S.C. §§ 2101 et seq.), (b) the Comprehensive Environmental Response Compensation and Liability Act, (c) the Age Discrimination and Employment Act of

1967 (as amended), (d) the Federal Rehabilitation Act of 1973 (as amended), (e) the National Labor Relations Act, 29 U.S.C. § 151 et seq., (f) Section 1927 of the Social Security Act, 42 U.S.C. § 1396r-8 or (g) any foreign, federal, state, or local labor, employment or environmental law, by virtue of the Buyer's purchase of the Purchased Assets, assumption of the Assumed Liabilities, or hiring of certain employees of the Debtor pursuant to the terms of the Purchase Agreement. Without limiting the foregoing, no Buyer Party shall have any liability or obligation with respect to any environmental liabilities of the Debtor or any environmental liabilities associated with the Purchased Assets except to the extent they are Assumed Liabilities set forth in the Purchase Agreement.

19. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against any Buyer Party or their respective assets (including, without limitation, the Purchased Assets), with respect to any Successor or Transferee Liability including, without limitation, the following actions, in each case, with respect to any such Successor or Transferee Liability: (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any lien, claim, interest, or encumbrance; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale

Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, failing, or refusing to renew any license, permit, or authorization to operate any business in connection with the Purchased Assets or conduct any of the businesses operated with respect to such assets.

20. Except as otherwise set forth in the Purchase Agreement, the Buyer shall have no obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under- funding with respect to any and all pension plans) or any other payment with respect to employees or former employees of the Debtor.

21. Except to the extent expressly provided in the Purchase Agreement, the Buyer shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare (including, without limitation, any retiree benefit liabilities or obligations) or retention, benefit and/or incentive plan to which the Debtor or any affiliate is a party and relating to the Purchased Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and the Buyer shall in no way be deemed parties to or assignees of any such agreement, and no employee of the Buyer shall be deemed in any way covered by or a party to any such agreement, and, except for Assumed Liabilities, all parties to any such agreement are hereby permanently enjoined from asserting against the Buyer any and all Claims arising from or relating to such agreement. All notices, if any, required to be given to the Debtor's employees pursuant to the Workers Adjustment and Retraining Notification Act, or any

similar federal or state law, shall be the sole responsibility and obligation of the Debtor, and the Buyer shall have no duties, responsibility or liability therefor.

22. Except as otherwise set forth in the Purchase Agreement, the Buyer's purchase of the Purchased Assets under the Purchase Agreement is free and clear with respect to all workers' compensation obligations or liabilities, including, without limitation, workers' compensation claims or suits of any type, whether now known or unknown, whenever incurred or filed, which have occurred or which arise from work-related injuries, diseases, death, exposures, intentional torts, acts of discrimination or other incidents, acts or injuries prior to the Closing Date, including, but not limited to, any and all workers' compensation claims filed or to be filed, or reopening of those claims, by or on behalf of the Debtor or its affiliates' current or former employees, persons on laid-off, inactive or retired status, or their respective dependents, heirs or assigns, as well as any and all premiums, assessments or other obligations of any nature whatsoever of the Debtor relating in any way to workers' compensation liability.

Good Faith of Buyer

23. The Sale contemplated by the Purchase Agreement is undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including, without limitation, the assumption and assignment of the Buyer Assumed Agreements), unless such authorization and consummation of such Sale are duly and properly stayed pending such appeal.

24. Neither the Debtor nor the Buyer have engaged in any action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Purchased Assets under the Purchase Agreement is fair and reasonable and the Sale may not be avoided, and costs and damages may not be imposed, under section 363(n) of the Bankruptcy Code.

Approval of the Assumptions and Assignments

25. Subject only to the payment of the Cure Costs in accordance with this Sale Order, the Debtor is authorized and directed at the Closing to assume and assign each of the Buyer Assumed Agreements to the Buyer pursuant to sections 105(a) and 365 of the Bankruptcy Code and to execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Buyer Assumed Agreements to the Buyer.

26. With the respect to any amounts due as of Closing to TAK Properties LLC ("TAK") on account of the non-residential commercial lease between TAK and the Debtor, which permits Debtor to occupy and use certain real property located at 1700-1800 North Topping in Kansas City, Missouri (the "Lease"), the Buyer shall only be responsible to pay fifty percent (50%) of any amounts owed as of Closing to TAK, with such amount being capped at two hundred thousand dollars ($200,000). The Debtor shall be responsible for and shall pay on or before Closing the remaining fifty percent (50%) to TAK. In the event Buyer's portion exceeds the $200,000 cap set forth above, the Debtor shall be responsible for and shall pay on or before Closing the amount in excess of the Buyer's $200,000 cap to TAK.

27. Any payment(s) made on account of a Buyer Assumed Agreement in accordance with this Sale Order or Purchase Agreement shall (a) effect a cure of all defaults existing thereunder as of the Closing, and (b) compensate each respective counterparty to a Buyer Assumed Agreement for any actual pecuniary loss to such counterparty resulting from such default.

Additional Provisions

28. Each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Motion.

29. No governmental unit (federal or state) may revoke or suspend any permit or license relating to the Purchased Assets sold, transferred, or conveyed to the Buyer on account of (i) the filing or pendency of this Chapter 11 Case or (ii) the consummation of the Sale contemplated by the Purchase Agreement or the failure of the Debtor to pay any pre-petition claims of such governmental unit.

30. The terms and provisions of the Purchase Agreement, the other Transaction Documents and this Sale Order shall be binding in all respects upon the Debtor, its affiliates, its estate, all creditors of (whether known or unknown) and holders of equity interests in the Debtor, any holders of claims against or on all or any portion of the Purchased Assets, all counterparties to the Buyer Assumed Agreements, the Buyer, and all of their respective successors and assigns

including, but not limited to, any subsequent trustee(s) appointed in any of the Debtor's Chapter 11 Case or upon conversion of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. The Purchase Agreement shall not be subject to rejection or avoidance by the Debtor, its estate, its creditors, its shareholder(s), or any trustee(s).

31. The terms and provisions of this Sale Order and any actions taken pursuant hereto shall survive entry of an order which may be entered: (a) confirming any chapter 11 plan in this Chapter 11 Case; (b) converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code; (c) dismissing the Chapter 11 Case. The terms and provisions of this Sale Order, notwithstanding the entry of any such orders described in (a)-(c) above, shall continue in this Chapter 11 Case, or following dismissal of this Chapter 11 Case and nothing contained in any Chapter 11 plan hereafter confirmed or any order confirming such Chapter 11 plan or any other order of this Court shall conflict with or derogate from the provisions of the Purchase Agreement, any Transaction Document or the terms of this Sale Order.

32. Each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement (including any document requesting a name change or assignment thereof and regardless of whether such agency or department has a Claim against the Debtor.

33. The Purchase Agreement and the Sale contemplated hereunder shall not be subject to any bulk sales laws or any similar law of any state or jurisdiction.

34. The terms of the Purchase Agreement may be waived, modified, amended, or supplemented by the parties thereto in accordance with the terms thereof, without further order of the Court, provided that any such waiver, modification, amendment, or supplement does not, based on the Debtor's business judgment, and in consultation with the Consultation Parties, have an adverse effect on the Debtor's estate or its creditors. The Debtor shall provide the Committee and the Prepetition Lender with reasonable prior written notice (which may be by e-mail to counsel of record for each Consultation Party) under the circumstances of any such waiver, modification, amendment, or supplement of the Purchase Agreement.

35. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

36. Notwithstanding the applicability of Rule 6004 of the Bankruptcy Rules, the terms and conditions of this Sale Order shall be immediately effective and enforceable upon its entry, there shall be no stay of execution or effectiveness of this Sale Order, and the Debtor and the Buyer are authorized to close the Sale immediately upon entry of this Sale Order.

37. To the extent there is any conflict between the terms of this Sale Order and the Purchase Agreement, the terms of this Sale Order shall control.

38. Following the Closing Date, no holder of a claim against, Lien upon or adverse interest in the Sale Assets or against the Debtor shall interfere with any of the Buyer's title to or

use and enjoyment of the Purchased Assets based on or related to such claim, lien or adverse interests, or any actions that the Debtor may take in this Chapter 11 case.

39. This Court retains exclusive jurisdiction to:

A. interpret, implement and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order, and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, and resolve any disputes thereunder except as otherwise provided therein;

B. protect Buyer and the Buyer Assumed Agreements, or Purchased Assets against any Interests or Excluded Liability, including, without limitation, to enjoin the commencement or continuation of any action seeking to impose on the Buyer successor liability;

C. enter orders in furtherance of the contemplated transactions;

D. if necessary, compel delivery of all Purchased Assets to the Buyer; and

E. adjudicate (i) any and all issues relating to the Buyer Assumed Agreements, (ii) all issues relating to any Liens or Interests: and (iii) any and all issues relating to the Purchased Assets, the proceeds of the transactions provided for in accordance with this Sale Order or the Purchase Agreement.

40. Nothing in this Sale Order shall be deemed to waive, release, extinguish, or estop the Debtor, its estate or its creditors from asserting, or impairing or diminishing such rights to assert, any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any Excluded Asset or other assets of the Debtor remaining after the completion of the Closing. On the date of the Closing, all proceeds from the consummation of the Sale shall paid first to fund the Carve-Out, as such term is defined in the *Final Order (I)*

Authorizing the Debtor to Utilize Cash Collateral to (A) Pay Postpetition Associates' Wages, Salaries, Other Compensation and Reimbursable Expenses, (B) Continue the Associate Benefits Programs, and (C) Continue to Pay Key Vendors; and (II) Granting Related Relief [Docket No. 186] (the "Cash Collateral Order") with such funds to be deposited in the Debtor's Counsel's trust account at Closing and earmarked for funding the Carve-Out, whereupon such funding Citizens Bank N.A. (the "Prepetition Lender"), shall have no further obligation to fund the Carve-Out, and second for permanent application against the Prepetition Obligations, accrued Replacement Liens (as defined in the Cash Collateral Order) and the Adequate Protection Superpriority Claims (as defined in the Cash Collateral Order), which payments shall be deemed final and indefeasible. All payments to Prepetition Lender in connection herewith shall not be subject to subordination, defense, counterclaim or offset of any kind and shall otherwise be unavoidable. Notwithstanding the foregoing, $512000 of the proceeds shall be deposited into the Debtor's counsel's trust account at closing and earmarked for the benefit of the Prepetition Lender and Bank of America, jointly and severally, and shall not be and shall not be deemed to be property of the Debtor's estate. Should the Prepetition Lender and Bank of America fail to reach a resolution on the release of the earmarked funds prior to April 25, 2025, either party may file the appropriate pleading with the Court, which may be on short notice, for release and/or allocation of such funds.

41. Solely with respect to any Excluded Asset (as defined in the Purchase Agreement), nothing in this Sale Order shall (i) be deemed a waiver of the rights and remedies of the Prepetition Lender under the Cash Collateral Order or the Prepetition Loan Documents (as such term is defined

in the Cash Collateral Order); (ii) affect in any way the validity, perfection, priority or enforcement of the liens and claims granted to the Prepetition Lender under the Prepetition Loan Documents or in connection with the Cash Collateral Order; or (iii) affect or limit in any way the validity, perfection, priority or enforcement of the Prepetition Liens, the Adequate Protection Superpriority Liens, or Replacement Liens, (each as defined in the Cash Collateral Order), or any other rights and protections granted to the Prepetition Lender under the Cash Collateral Order or under the Prepetition Loan Documents (as defined in the Cash Collateral Order).

42. Notwithstanding any language contained to the contrary herein or hereinafter, with respect to ANDA# 087400 Theophylline, such ANDA is owned by Nostrum Pharmaceuticals, LLC ("Parent") and subject to that certain License Agreement between Parent and Debtor dated as of December 9, 2024 (the "License Agreement") that was approved by this Court by Order dated March 12, 2025 (Docket Entry No. 301), which License Agreement is a Buyer Assumed Agreement. For avoidance of doubt this Order shall not be deemed to modify, limit or alter any of the contractual rights of either party to such License Agreement, and their respective assignee(s), licensee(s) or transferee(s).

43. Notwithstanding any provision to the contrary in this Sale Order, the APA, or any other document related to the Sale, nothing shall:

i. release, nullify, preclude or enjoin the enforcement of any police or regulatory power or any liability that any entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the

date of entry of this Sale Order;

ii. affect the setoff or recoupment rights of the United States;

iii. confer exclusive jurisdiction to the Bankruptcy Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);

iv. authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l) applications, (m) registrations, (n) billing numbers, (o) national provider identifiers, (p) provider transaction access numbers, (q) licenses, (r) permits, (s) covenants, (t) inventory, (u) guarantees, (v) indemnifications, (w) data, (x) records, or (y) any other interests belonging to the United States (collectively, "Federal Interests") without compliance by the Debtor and Purchasers with all terms of the Federal Interests and with all applicable non-bankruptcy law;

v. be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests;

vi. waive, alter or otherwise limit the United States' property rights; or

vii. expand the scope of 11 U.S.C.§ 525.

In the event of an inconsistency or conflict between any provision of the Asset Purchase

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Agreement and any provision of this Sale Order, as to the United States, the provisions of this Sale Order and federal law shall govern.

EXHIBIT 1

ASSET PURCHASE AGREEMENT

by and between

MPP PHARMA LLC, as Purchaser,

and

NOSTRUM LABORATORIES, INC., as Seller

Dated as of April 8, 2025

Table of Contents

Page

ARTICLE 1 DEFINED TERMS 2
1.1 **Defined Terms** 2
1.2 **Other Definitional and Interpretive Matters** 12
ARTICLE 2 THE PURCHASE AND SALE; CLOSING 14
2.1 **Purchase and Sale** 14
2.2 **Excluded Assets** 16
2.3 **Assumption of Liabilities** 18
2.4 **Excluded Liabilities** 18
2.5 **Excluded Contracts** 18
2.6 **Nontransferable Assets and Liabilities** 19
2.7 **Closing** 19
2.8 **Closing** 19
2.9 **Purchase Price; Assumed Liabilities; Deposits** 21
2.10 **Transfer Taxes** 21
2.11 **Allocation of Purchase Price** 21
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLER 22
3.1 **Organization, Good Standing and Other Matters** 22
3.2 **Authority and Enforceability** 22
3.3 **No Conflict; Required Filings and Consents** 22
3.4 **Litigation** 23
3.5 **Brokers and Finders** 23
3.6 23
3.7 **No Other Representations or Warranties** 23
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER 24
4.1 **Organization, Good Standing and Other Matters** 24
4.2 **Authority and Enforceability** 24
4.3 **No Conflict: Required Filings and Consents** 24
4.4 **Financing** 25
4.5 **Brokers and Finders** 25
4.6 **Solvency** 25

4.7 **Litigation** 25
4.8 **Investigation and Agreement by Purchaser; Non-Reliance of Purchaser; No Other Representations and Warranties** 25
4.9 **No Other Representations or Warranties** 26

ARTICLE 5 BANKRUPTCY COURT MATTERS 26
5.1 **Competing Transaction** 26
5.2 **Bankruptcy Court Filings** 27
5.3 **Assumption of Assigned Contracts** 27

ARTICLE 6 PRE-CLOSING COVENANTS 28
6.1 **Conduct of Business** 28
6.2 **Access to Information; Confidentiality** 29
6.3 **Efforts to Consummate** 30
6.4 **Update of Schedules; Knowledge of Breach** 30

ARTICLE 7 POST-CLOSING COVENANTS 31
7.1 **Access to Information; Books and Records** 31
7.2 **Post-Closing Receipt and Possession of Assets** 31
7.3 **Tax Matters** 31

ARTICLE 8 CONDITIONS PRECEDENT 33
8.1 **Conditions to Each Party's Obligation** 33
8.2 **Conditions to Obligation of Purchaser** 34
8.3 **Conditions to Obligations of the Seller** 34
8.4 **Waiver of Condition; Frustration of Conditions** 35
8.5 **Delivery of a Notice of Readiness to Close** 35

ARTICLE 9 TERMINATION 35
9.1 **Events of Termination** 35
9.2 **Effect of Termination** 36

ARTICLE 10 GENERAL PROVISIONS 36
10.1 **Survival of Representations, Warranties and Covenants** 37
10.2 **Entire Agreement** 37
10.3 **Amendment; No Waiver** 37
10.4 **Severability; Specific Versus General Provisions** 38
10.5 **Expenses and Obligations** 38

10.6 **Notices** 38
10.7 **Counterparts** 39
10.8 **Governing Law** 39
10.9 **Submission to Jurisdiction; Consent to Service of Process** 39
10.10 **Waiver of Jury Trial** 40
10.11 **Rights Cumulative** 40
10.12 **Assignment** 40
10.13 **Specific Enforcement; Remedies** 41
10.14 **Third-Party Beneficiaries** 41

EXHIBITS

Exhibit A Bid Procedures Order
Exhibit B Form of Bill of Sale
Form of Sale Order
Exhibit C

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of April 8, 2025 (the "**Agreement Date**") is entered into by and between **MPP Pharma LLC,** a Missouri limited liability company (together with its permitted successors, designees and assigns) ("**Purchaser**") and **NOSTRUM LABORATORIES, INC**., a New Jersey corporation (the "**Seller**").

RECITALS

WHEREAS, on September 30, 2024 (the "**Petition Date**"), Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**"), Case No. 24-19611 (JKS) thereby commencing a chapter 11 case (the "**Bankruptcy Case**"). No trustee has been appointed and the Seller is continuing in the management of its businesses and possession of its property as a debtor and debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, the Seller desires to sell (or cause to be sold) to Purchaser, and Purchaser desires to purchase from the Seller, all of the Purchased Assets Free and Clear, and the Seller desires Purchaser to assume, and Purchaser desires to assume from the Seller, all of the Assumed Liabilities, in each case upon the terms and subject to the conditions hereof, pursuant to a Sale Order and Sections 105(a), 363 and 365 of the Bankruptcy Code and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure;

WHEREAS, the Transactions contemplated by this Agreement are subject to approval by the Bankruptcy Court and will only be consummated pursuant, among other things, to the Sale Order to be entered in the Bankruptcy Case;

WHEREAS, on January 21, 2025, the Official Committee of Unsecured Creditors appointed in the Bankruptcy Case (the **"Committee"**) filed a motion for *Entry of an Order Authorizing the Official Committee of Unsecured Creditors to Market the Debtor's Assets for Sale in a Joint Capacity with the Debtor and Approving Bidding Procedures [D.I. 229]* (the **"Sale Motion**");

WHEREAS, on February 14, 2025, the Bankruptcy Court entered an *ORDER GRANTING IN PART AND DENYING IN PART MOTION OF OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER AUTHORIZING THE COMMITTEE TO MARKET THE DEBTOR'S ASSETS FOR SALE IN A JOINT CAPACITY WITH THE DEBTOR AND APPROVING BIDDING PROCEDURES [D.I. 268]* (the **"Bidding Procedures Order")***;*

WHEREAS, the Bidding Procedures Order approved certain procedures authorizing the Seller and the Committee to seek a sale of certain assets and the assignment of certain contracts to the highest bidder pursuant to Sections 363 and 365 of the Bankruptcy Code and subject to certain rules and procedures that all bidders must comply with as a condition to participating in the bidding process (the "**Bidding Procedures**," copy annexed hereto as Exhibit A);

WHEREAS, in compliance with the Bidding Procedures, an auction was held on April 1, 2025 at which the Purchaser was allowed to participate, and there will occur a hearing in the Bankruptcy Court at which time the sale to the successful bidders shall be approved by the Bankruptcy Court (the "**Sale Hearing**") by order of the Bankruptcy Court;

WHEREAS, in compliance with the Bidding Procedures, Purchaser deposited (or has caused to be deposited) an aggregate amount equal to $700,000 into the trust account of Seller's bankruptcy counsel, Broege, Neumann, Fischer & Shaver, LLC (the "**Deposit Trust Account**"); and

WHEREAS, based on the April 7, 2025 Certification of James Grainer, Chief Operating Officer of the Seller, regarding the ownership of bonds issued on or about June 2021 by the City of Kansas City, Missouri, Purchaser is entering into this Agreement.

NOW, **THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 **Defined Terms**. The following terms shall have the following meanings in this Agreement:

"**Action**" means any action, proceeding, arbitration or litigation (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator.

"**Affiliate**" of any particular Person means any other Person, directly or indirectly, controlling, controlled by, or under common control with, such particular Person. For the purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Agreement Date**" has the meaning set forth in the preamble.

"**Allocation Schedule**" has the meaning set forth in Section 2.11(a).

"**Alternate Transaction**" has the meaning set forth in Section 9.1(b).

"**ANDA**" means Abbreviated New Drug Application.

"**Applicable Law**" means, with respect to any federal, provincial, state, local law, ordinance, principle of common law, code, regulation or statute applicable to any Purchased Assets.

"**Asset Tax Return**" means a Tax Return relating to an obligation to pay Taxes that are determined based upon the ownership or operation of the Purchased Assets (but, for the avoidance of doubt, not including any Tax Returns relating to Transfer Taxes).

"**Asset Taxes**" means any Taxes with respect to the ownership or operation of the Purchased Assets other than (a) Taxes based on net or gross income, and (b) Transfer Taxes.

"**Assigned Contracts**" has the meaning set forth in Section 2.1(d).

"**Assumed Liabilities**" has the meaning set forth in Section 2.3.

"**Assumption Notice**" has the meaning set forth in Section 5.3(a).

"**Auction**" has the meaning set forth in Section 5.2(b).

"**Avoidance Actions**" means any and all avoidance, recovery, subordination, or other claims, actions, rights, or remedies that may be brought by or on behalf of the Seller or its estate or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including, but not limited to, actions or remedies under sections 510, 542, 543, 544, 545, and 547 through and including 553 of the Bankruptcy Code.

"**Back-Up Bid**" means the second highest or otherwise best bid if the successful bidder fails to consummate its bid in accordance with the Bid Procedures.

"**Back-up Termination Date**" means the date that is thirty (30) days from April 18, 2025.

"**Bankruptcy Case**" has the meaning set forth in the Recitals.

"**Bankruptcy Code**" has the meaning set forth in the Recitals.

"**Bankruptcy Court**" has the meaning set forth in the Recitals.

"**Bid Procedures**" means those certain bidding procedures for the Sale of the Seller's assets approved by the Bankruptcy Court.

"**Bid Procedures Order**" means an Order of the Bankruptcy Court approving the Bid Procedures substantially in the form attached hereto as Exhibit A.

"**Bill of Sale and Assignment and Assumption Agreement**" means the bill of sale and assignment and assumption agreement, dated as of the Closing Date, by and between the Seller and Purchaser, in a form reasonably acceptable to counsel for Seller and Purchaser.

"Books and Records" means all books, records, files, invoices, inventory records, product specifications, advertising, marketing, and promotional materials, customer lists, cost and pricing

information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and laboratory books, credit records of customers and audited financial statements (including all books of accounts, ledgers, trial balances, etc. used in the preparation thereof) for the six (6) fiscal years prior to the Closing Date (including all data and other information stored on discs, tapes or other media).

"**Business**" means the business of the Seller as historically or currently conducted at the facility located in Kansas City, Missouri.

"**Business Intellectual Property**" means all Owned Intellectual Property Assets together with all Intellectual Property in-licensed by the Seller and Used in the Business.

"**Business Day**" means any day other than (a) a Saturday, Sunday or federal holiday or (b) a day on which commercial banks in New York City, New York are authorized or required to be closed.

"**Closing**" has the meaning set forth in Section 2.7.

"**Closing Date**" has the meaning set forth in Section 2.7.

"**Code**" means the Internal Revenue Code of 1986, as amended, or any successor law, and regulations issued by the IRS pursuant thereto.

"**Competing Bid**" has the meaning set forth in Section 5.1.

"**Confidentiality Agreement**" means that certain Confidentiality Agreement, dated as of February 20, 2025 by and between the Seller and Purchaser.

"**Consent**" means any consent, approval, authorization, waiver or license.

"**Contract**" means any written agreement, mortgage, indenture, lease (whether for real or personal property), contract or subcontract.

"**Cure Costs**" means any and all costs, expenses or actions that Purchaser is required to pay or perform to assume any of the Assigned Contracts pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code; however, Purchaser shall only be responsible to pay fifty percent (50%) of any amounts owed to TAK Properties LLC and the Seller shall be responsible for and shall pay the remaining fifty percent (50%)to TAK Properties LLC. Additionally, Purchaser's portion of any amount owed to TAK Property LLC shall be capped at two hundred thousand dollars ($200,000).

"Data" means all data, metadata, databases, data collections, and other scientific or technical data and information, in whatever form, whether or not embodying any Intellectual Property, including any data contained in ANDAs and Product NDAs.

"**Deposit Escrow Amount**" means the amount which equals ten percent of the Purchase Price.

"**Deposit Trust Account**" has the meaning set forth in the Recitals.

"**Designated Contracts**" has the meaning set forth in Section 5.3(b).

"**Designation Deadline**" has the meaning set forth in Section 5.3(b).

"**Determined Cure Costs**" means, in the aggregate, all Cure Costs payable in respect of the Assigned Contracts as determined pursuant to the Sale Order or by separate order of the Bankruptcy Court.

"**Enforceability Exceptions**" means applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar Applicable Laws affecting the enforcement of creditors' rights generally and general equitable principles.

"**Environmental Laws**" means any Applicable Law relating to pollution or protection of the environment or worker health and safety (in respect of exposure to Hazardous Substances), including such Applicable Laws relating to the use, treatment, storage, disposal, Release or transportation of Hazardous Substances.

"**Excluded Assets**" has the meaning set forth in Section 2.2.

"**Excluded Books and Records**" means the following originals and copies of those books and records, documents, data and information (in whatever form maintained) of the Seller and the Business: (i) all corporate minute books (and other similar corporate records) and stock records of the Seller, (ii) any books and records relating to the Excluded Assets or (iii) any books, records or other materials that Seller (x) is required by Applicable Law to retain (copies of which, to the extent permitted by Applicable Law, will be made available to Purchaser upon Purchaser's reasonable request), (y) reasonably believes is necessary to enable it to prepare and/or file Tax Returns (copies of which will be made available to Purchaser upon Purchaser's reasonable request) or (z) is prohibited by Applicable Law from delivering to Purchaser or include attorney client communications, work product or other privileged materials.

"**Excluded Contracts**" has the meaning set forth in Section 2.5.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

"**FDA**" means the U.S. Food and Drug Administration.

"**FDA Transfer Letter"** means the letter(s) from the Seller to FDA in form and substance acceptable to Purchaser, in its reasonable discretion, notifying FDA of the transfer from the Seller to Purchaser of all of Seller's rights in the Purchased Assets set forth in Schedule 2.1c) and (d)).

"**Final Order**" means an Order, judgment or other decree of the Bankruptcy Court or any other Governmental Authority of competent jurisdiction that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect; provided, that such Order shall be considered a Final Order only after the time period for third parties seeking appeal has expired without the filing of any appeal or motion for reconsideration.

"**Free and Clear**" means free and clear of all Liens, claims, interests or encumbrances (other than the Assumed Liabilities) to the maximum extent permitted by Section 363(f) of the Bankruptcy Code.

"**GAAP**" means generally accepted accounting principles in the United States as of the Agreement Date.

"**Governmental Authority**" means any domestic or foreign national, provincial, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, any court (including the Bankruptcy Court) or tribunal or any quasi-governmental or private body exercising any regulatory or taxing authority thereunder (including the IRS and the FDA).

"**Hazardous Substances**" means any substances, materials or wastes which are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "pollutants" or "contaminants" under any Environmental Law, including any petroleum or refined petroleum products, radioactive materials, friable asbestos or polychlorinated biphenyls.

"**Intellectual Property**" means any and all intellectual property and proprietary rights in any jurisdiction throughout the world, including rights arising from the following: (i) patents and patent applications, design rights, industrial design registrations and applications therefor, divisions, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, reexaminations, extensions and any provisional applications, and any foreign or international equivalent of any of the foregoing; (ii) trademarks (whether registered, unregistered or applied for), service marks, trade dress, service names, trade names, brand names, product names, slogans, logos, business names, corporate names, and other source or business identifiers, all registrations and applications for registration thereof, and, in each case, together with all of the goodwill associated therewith; (iii) works of authorship, copyrights and all registrations and applications for registration thereof; (iv) trade secrets and know-how; (v) rights in formulae, methods, techniques, processes, assembly procedures, software, software code (in any form, including source code and executable or object code), subroutines, test results, test vectors, user interfaces, protocols, schematics, specifications, drawings, prototypes, molds and models, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing), and (vi) social media accounts, social media identifiers, internet domain name registrations.

"**Intellectual Property Assignment Agreement**" means the assignment agreement assigning the Intellectual Property to Purchaser, in a form reasonably acceptable to Purchaser and the Seller and executed and delivered at Closing.

"**Intellectual Property Registrations**" means, as to any Owned Intellectual Property Assets, any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including domain names, registered trademarks and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"Inventory" means all inventory (including active pharmaceutical ingredients, supplies, raw materials, work in progress, component parts, reference standards, stability samples, excipients, retain samples, and primary and secondary packaging components in 'bright' stock (not-labelled or printed) maintained or held by, stored by or on behalf of, or in transit to, Seller, whether for sale or non-commercial use (e.g., validation) or otherwise, together with any interests therein, including (i) being held by customers pursuant to consignment arrangements or (ii) being held by suppliers or vendors under tolling or similar arrangements. For the avoidance of doubt, Inventory shall not include any finished goods inventory associated with any Product ANDA or Product NDA.

"**IRS**" means the United States Internal Revenue Service.

"IT Systems" means all software, hardware, servers, networks, platforms, peripherals, switches, endpoints, storage, firmware, and all electronic connections between and among them, and similar or related items of information technology networks and systems (including telecommunications networks and systems for voice, data and video) owned, leased, licensed or used (including through cloud-based or other third-party service providers).

"**Knowledge**" means the actual knowledge of Nirmal Mulye, James Grainer, John Foster, Anish Shaikh, Zoia Ploscaru, Bernard Berk, Parth Desai, Khushali Vakharia, Shari Rapposell, Parashram Sabale, Chad Taber, Taneshia Gayle, Bobbie Palsgrove, Nirvi Patel, and Manoj Hanmattekar after due investigation and inquiry of direct reports.

"**Leasehold Interests**" means all of Seller's rights, title and interest in and to all of the following:

(a) the real property leases for all real property pursuant to which Seller lease space as a tenant, subtenant, lessee or sublessee;

(b) the real property leases pursuant to which any Seller is a landlord, sublandlord, lessor or sublessor; and

(c) all of the following owned by Seller and used in connection with the foregoing: all plants, buildings, structures, installments, improvements, permits, hereditaments, easements, fixtures, and real property licenses, betterments, additions and improvements in the progress of construction and situated or located thereon, all air rights, water and water rights, development agreements, permits, conditional use permits, entitlements and authorizations issued by any governmental or quasi-governmental authority, and all plans and specifications including, without limitation, any architectural plans and drawings.

"**Liabilities**" shall mean debts, liabilities, duties, obligations or commitments of any nature whatsoever, whether direct or indirect, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, whenever or however arising (including whether arising out of any Contract or in a tort claim based on negligence or strict liability).

"**Lien**" means all forms of lien (including mechanic's, contractor's or other similar liens arising under or relating to the provision of goods or services on or to any Purchased Assets, and liens arising under the Bankruptcy Code), encumbrance, defect or irregularity in title, pledge, mortgage, deed of trust, deed to secure debt, security interest, charge, transfer restriction or similar agreement or encumbrance, including any dedication under any gathering, transportation, treating, processing, fractionating, purchase, sale or similar agreements, or any other rights granted or consensual as or against any Purchased Assets including but not limited to easements, encroachments, rights of first refusal, options, or any other interest or right in property that constitutes a lien or interest within the definition or adjudication of such terms under Section 101(37) of the Bankruptcy Code.

"Material Adverse Effect" means any event, change, development, or occurrence, (each, an "Effect") that, individually or in the aggregate has, or would reasonably be expected to have, a material adverse effect on the Purchased Assets and Assumed Liabilities, taken as a whole or the ability of Seller to consummate the transactions contemplated by this Agreement; provided that none of the following shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: any Effect arising from or relating (and solely to the extent arising from or relating) to (i) general business or economic conditions affecting the industry in which the Seller operates, (ii) general national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices, (iii) any fire, flood, hurricane, earthquake, tornado, windstorm, or other similar calamity or similar act of God, (iv) any global or national health concern, epidemic, disease outbreak, pandemic (whether or not declared as such by any Governmental Authority and including the "Coronavirus" or "COVID-19") or any Law issued by a Governmental Authority requiring business closures, quarantine or "sheltering-in-place" or similar restrictions that arise out of such health concern, epidemic, disease outbreak or pandemic (including the "Coronavirus" or "COVID-19") or any change in such Law following the date of this Agreement, (v) general financial, banking, or securities market conditions, (vi) the announcement or pendency of this Agreement or the transactions contemplated hereby or the identity, nature or ownership of Purchaser, (vii) changes after the date hereof in GAAP, (viii) changes after the date hereof in Applicable Laws, (ix) any failure, in and of itself, of Seller to achieve any budgets, projections, forecasts, estimates, predictions, or guidance, (x) the Seller ceasing business operations, or (xi) (A) the commencement or pendency of the Bankruptcy Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby or thereby, (2) the reorganization of Seller, (3) the Bidding Procedures Order or (4) the assumption or rejection of any Assigned Contract otherwise in compliance with this Agreement; or (C) any Order of the Bankruptcy Court, or any actions or omissions of Seller required to be taken (or not to be taken) to comply therewith to the extent satisfactory to the Purchaser.

"NDA" means New Drug Application.

"**Non-Transferred Asset**" has the meaning set forth in Section 2.6(a).

"**Order**" means any award, decision, injunction, judgment, ruling or verdict entered, issued, made or rendered by any Governmental Authority or arbitrator.

"**Organizational Documents**" means (a) the articles or certificates of incorporation and the by-laws of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and the certificate of formation of a limited liability company, (e) any charter, joint venture agreement or similar document adopted or filed in connection with the creation, formation or organization of a Person not described in clauses (a) through (d), and (f) any amendment to or equivalent of any of the foregoing.

"**Outside Date**" has the meaning set forth in Section 9.1(g).

"**Owned Intellectual Property**" means the Intellectual Property owned by the Seller that is exclusively used in the Business.

"**Permit**" means all permits, authorizations, certificates, franchises, consents and other approvals from any Governmental Authority.

"**Person**" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or any other entity or Governmental Authority.

"**Personal Information**" means any information in the possession or control of the Seller (solely as related to the Business) about an identifiable individual other than the name, title or business address, business email address or telephone number of any employee of the Seller.

"**Petition Date**" has the meaning set forth in the Recitals.

"Pharmacovigilance Records" means any documents or information related to pharmacovigilance, post-marketing reporting and post-marketing commitment requirements, including, but not limited to, Periodic Adverse Drug Experience Reports (PADER), field alert reports (FAR), 15-Day Alert Reports of Serious and/or Unexpected Adverse Experiences, individual case safety reports (ICSR) and follow-up reports, and any similar record required to be created and/or maintained by any Governmental Authority.

"Pre-Closing Tax Period" means any tax period ending on or prior to the Closing Date.

"**Product ANDA**" means, for each of the Products listed on Schedule 2.1(c), the ANDA for each Product, and any and all submissions, amendments and supplements thereto, that have been filed with (whether or not accepted for filing) and approved by (or filed with) the FDA granting or seeking authorization and approval to manufacture, package, ship and sell such Products, as more fully defined in 21 C.F.R. Part 314. The term "Product ANDA(s)" includes the materials contained in the official ANDA dossier and files, including all ANDA submissions, amendments, correspondence (including correspondence with the FDA field offices, FDA laboratories, FDA compliance offices and OPDP), reports and memoranda of telephone conversations, constituting or reflecting communications regarding any of the Product ANDAs. The term "Product ANDA(s)" also includes such materials in the working regulatory and clinical files of Seller or in the Seller's control pertaining to the conduct of upcoming annual reviews of

the Products and required reports to the FDA that have yet to be filed. The term Product ANDA shall also include any license and/or royalty agreement between the Seller and Nostrum Pharmaceuticals LLC concerning the use by Seller of such ANDAs owned by Nostrum Pharmaceuticals LLC.

"**Product NDA**" means, for each of the Products listed on Schedule 2.1(c), the NDA for each Product, and any and all submissions, amendments and supplements thereto, that have been filed with (whether or not accepted for filing) and approved by (or filed with) the FDA granting or seeking authorization and approval to manufacture, package, ship and sell such Products, as more fully defined in 21 C.F.R. Part 314. The term "Product NDA(s)" includes the materials contained in the official NDA dossier and files, including all NDA submissions, amendments, correspondence (including correspondence with the FDA field offices, FDA laboratories, FDA compliance offices and OPDP), reports and memoranda of telephone conversations, constituting or reflecting communications regarding any of the Product NDAs. The term "Product NDA(s)" also includes such materials in the working regulatory and clinical files of Seller or in the Seller's control pertaining to the conduct of upcoming annual reviews of the Products and required reports to the FDA that have yet to be filed. The term Product NDA shall also include any NDA held by or in the name of Nostrum Pharmaceuticals LLC.

"**Products**" means the approved products, which are manufactured pursuant to a Product ANDA or Product NDA to be purchased pursuant to this Agreement, as listed on Schedule 2.1(c).

"**Public Health Measures**" means any closures, "shelter-in-place," "stay at home," workforce reduction, social distancing, shut down, closure, curfew or other restrictions or any other Applicable Law, Orders, directives, guidelines or recommendations issued by any Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization, or any industry group in connection with COVID-19 or any other epidemic, pandemic, or outbreak of disease, or in connection with or in response to any other public health conditions.

"**Purchased Assets**" has the meaning set forth in Article 2.

"**Purchase Price**" means $2,175,000 (Two Million and One Hundred Seventy-Five Thousand Dollars) which amount shall be increased on a dollar-for-dollar basis for any Assumed Liabilities or Cure Costs.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser Schedules**" has the meaning set forth in Article 4.

"Quality Records" means any documents or information maintained as part of a quality system and/or used to make quality-related decisions, including, but not limited to, procedures or work instructions, batch records for both commercial and exhibit batches, corrective and preventative actions (CAPA), complaint handling reports, non-conformance reports, deviation and/or out-of-specification (OOS) investigations and annual product quality reviews (APQR), and any similar record required to be created and/or maintained by any Governmental Authority.

"**Related Claims**" means all claims or causes of action (whether in contract or tort, in law or in equity, or granted by statute or otherwise) that may be based upon, arise out of or relate to this Agreement, the Related Documents and any other document or instrument delivered pursuant to this Agreement or the Related Documents, or the negotiation, execution, termination, validity, interpretation, construction, enforcement, performance or nonperformance of this Agreement or the Related Documents or otherwise arising from the Transactions or the relationship between the parties (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with, or as an inducement to enter into, this Agreement or the Related Documents).

"**Related Documents**" means the Bill of Sale and Assignment and Assumption Agreement and the Intellectual Property Assignment Agreement; provided, however, that the Bill of Sale and Assignment and Assumption Agreement and the Intellectual Assignment Agreement shall not be a Related Document solely for purposes of applying the provisions in Article 10 to the extent, and only to the extent, that any such document expressly conflicts with Article 10.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Substances.

"Research and Development Records" means any documents or records related to the research and development of drug products, including, but not limited to, clinical trials, process and method development, engineering batches, and any similar record required to be created and/or maintained by any Governmental Authority.

"**Sale Order**" means an Order of the Bankruptcy Court issued pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code substantially in the form of Exhibit C.

"**Schedules**" has the meaning set forth in Article 3.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Tax Claim**" has the meaning set forth in Section 7.3(e).

"**Solvent**" when used with respect to any Person, means that, as of any date of determination, (a) the fair salable value (determined on a going concern basis) of its assets and property will, as of such date, exceed the amounts required to pay its debts as they become absolute and mature, as of such date, (b) such Person will have adequate capital to carry on its business and (c) such Person will be able to pay its debts as they become absolute and mature, in the ordinary course of business, taking into account the timing of and amounts of cash to be received by it and the timing of and amounts of cash to be payable on or in respect of its indebtedness.

"Straddle Period" means any tax period including, but not ending on, the Closing Date.

"**Tax**" means any tax (including any income tax, franchise tax, branch profits tax, capital gains tax, value-added tax, sales tax, use tax, property tax, transfer tax, payroll tax, social security

tax or withholding tax), and any related fine, penalty, interest, or addition to tax with respect thereto, imposed, assessed or collected by or under the authority of any Governmental Authority.

"**Tax Return**" means any return (including any information return), report, statement, schedule, notice, form, or other document or information (whether in tangible, electronic or other form), including any amendments, schedules attachments, supplements, appendices and exhibits thereto, filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment, of any Tax.

"**Transactions**" means the transactions contemplated by this Agreement and the Related Documents.

"**Transfer Taxes**" has the meaning set forth in Section 2.10.

1.2 **Other Definitional and Interpretive Matters**.

(a) Unless otherwise expressly provided, for purposes of this Agreement and the Related Documents, the following rules of interpretation shall apply:

(i) Calculation of Time Period. All references to a day or days shall be deemed to refer to a calendar day or days, as applicable, unless otherwise specifically provided. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference to $ shall mean U.S. dollars, which is the currency used for all purposes in this Agreement and the Related Documents. The specification of any dollar amount in the representations and warranties or otherwise in this Agreement, the Related Documents or the Schedules is not intended and shall not be deemed to be an admission or acknowledgement of the materiality of such amounts or items, nor shall the same be used in any dispute or controversy between the parties hereto to determine whether any obligation, item or matter (whether or not described herein or included in any schedule) is or is not material for purposes of this Agreement, the Related Documents or the Schedules.

(iii) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule. Disclosure of any item on any Schedule shall not constitute an admission or indication that any such item is required to be disclosed, or that such item or matter is material or has resulted in or will result in a Material Adverse Effect or that the included items or actions are not in the ordinary course of business. No disclosure on a Schedule relating to a possible breach or violation of any Contract, Applicable Law or Order shall be construed as an admission or indication that a breach or

violation exists or has actually occurred. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement or Related Documents into articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement or Related Document, as applicable. Unless otherwise specified, all references in this Agreement to any "Section" or other subdivision are to the corresponding section or subdivision of this Agreement, and all references in a Related Document to any "Section" or other subdivision are to the corresponding section or subdivision of such Related Document.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" that are used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. Uses of such words in the Related Documents shall refer to such Related Document as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Or. The word "or" shall be construed in the inclusive sense of "and/or" unless otherwise specified.

(viii) Including. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(ix) Successors. A reference to any party to this Agreement, any Related Document or any other agreement or document shall include such party's successors and permitted assigns.

(x) Legislation. A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(xi) Reflected On or Set Forth In. An item arising with respect to a specific representation or warranty shall be deemed to be "reflected on" or "set forth in" a balance sheet or financial statement, to the extent any such phrase appears in such representation or warranty, if (a) there is a reserve, accrual or other similar item underlying a number on such balance sheet or financial statement that relates to the subject matter of such representation, (b) such item is otherwise specifically set forth on the balance sheet

or financial statement or (c) such item is set forth in the notes to the balance sheet or financial statement.

(xii) Made Available. Any reference in this Agreement to "made available" means a document or other item of information that was provided or made available to Purchaser or its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions.

(b) All representations and warranties set forth in this Agreement or the Related Documents are contractual in nature only and subject to the sole and exclusive remedies set forth herein. No Person is asserting the truth of any representation and warranty set forth in this Agreement or the Related Documents; rather, the parties have agreed that should any representations and warranties of any party prove untrue, the other parties shall have the specific rights and remedies herein specified as the exclusive remedy therefor, but that no other rights, remedies or causes of action (whether in law or in equity or whether in contract or in tort or otherwise) are permitted to any party hereto as a result of the untruth of any such representation and warranty. The phrase "to Seller's Knowledge" and phrases of similar import or effect are used herein to qualify and limit the scope of any representation or warranty in which they appear and are not affirmations of any Person's "superior knowledge" that the representation or warranty in which they are used is true.

(c) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the Related Documents and, in the event an ambiguity or question of intent or interpretation arises, this Agreement and the Related Documents shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement and the Related Documents. The parties hereto agree that changes from earlier drafts to the final version of this Agreement do not necessarily imply that the party agreeing to such change is agreeing to a change in meaning (as the party agreeing to such change may believe the change is stylistic and non-substantive); consequently, no presumption should exist by virtue of a change from a prior draft.

ARTICLE 2
THE PURCHASE AND SALE; CLOSING

2.1 **Purchase and Sale**. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall transfer to Purchaser, and Purchaser shall purchase, acquire, assume and accept from the Seller, to the extent permitted by the Bankruptcy Code, Free and Clear of all Liens and Liabilities (except for any Assumed Liabilities), all of the Seller's right, title and interest in and to the Purchased Assets as set forth or described in Schedules 2.1 attached hereto. In addition to the Purchased Assets set forth or described in Schedule 2.1 Purchased Assets shall also include:

(a) all Inventory associated with the Purchased Assets;

(b) any and all bonds held by the Seller issued by the City of Kansas City, Missouri;

(c) the Product ANDAs and Product NDAs owned by Seller and any ANDA(s) subject to a license or royalty agreement between Nostrum Pharmaceuticals, LLC and the Seller, as set forth in Schedule 2.1;

(d) to the extent transferable, the material Permits (including any applications that are in process) used in the Business related to the Purchased Assets set forth in Schedule 2.1;

(e) all Contracts listed on Schedule 2.1 , excluding Contracts that expire or are terminated prior to the Closing and all Designated Contracts that Purchaser elects to exclude pursuant to Section 5.3(b) (collectively, the "**Assigned Contracts**");

(f) all material original Books and Records, documents, data and information of the Seller solely related to the Business Purchased Assets, including: (i) supplier and vendor lists, (ii) promotional materials, (iii) customer lists, (iv) market research materials, (v) materials used in connection with the sale and promotion of the products, and (vi) other business records required to be transferred to Purchaser under applicable law, other than the Excluded Books and Records; provided, however, that the Seller shall be entitled to retain copies of any such materials;

(g) annual and periodic reports relating to the Product ANDAs and Product NDAs which have been filed by or on behalf of Seller or a prior owner of the Product ANDAs or Product NDAs with the FDA or equivalent Government Authority and adverse event reports pertaining to the Products, in each case as are in Seller's or its Affiliate's possession or control;

(h) all machinery, equipment, and other tangible personal property, including without limitation office furniture and fixtures, computers, security systems, telephone and internet equipment and maintenance equipment and supplies, used in the Business and owned by the Seller listed on Schedule 2.1;

(i) all licenses granted to the Seller as set forth in Schedule 2.1;

(j) all of Seller's Leasehold Interests only to the extent such Leasehold Interest is an Assigned Contract;

(k) all intangible assets, including without limitation, the names, logos and symbols used by Seller in connection with the Business or associated with the Purchased Assets;

(l) computer software, programs, hardware, data processing equipment, manuals and related documents used by Seller in connection with or associated with the Business;

(m) all of the Seller's rights, claims or causes of action against third parties relating to the assets, properties, business or operations of the Seller with respect to the Business, the assets acquired by Purchaser pursuant to this Agreement, the Purchased Assets and the Assumed Liabilities (including all guaranties, warranties, indemnities and similar rights in favor of the Seller or any its Affiliates to the extent solely related to the Business Purchased Assets or the Assumed Liabilities), in each case, whether arising by way of counterclaim or otherwise, and

whether arising out of transactions occurring prior to, on or after the Closing Date, except for such rights, claims and causes of related to the Excluded Assets or Excluded Liabilities; and

(n) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, choses in action, rights of recovery, rights under guarantees, warranties, indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent exclusively used in or held for use for the Business Purchased Assets, listed in clauses (a) through (o) above or the Assumed Liabilities; and

(o) all goodwill associated with or symbolized by any of the Business, the Purchased Assets, or the Assumed Liabilities and Purchased Assets described in clauses (a) through (m) above;

(p) all data and information, modules, amendments and supplements related to the Purchased Assets;

(q) all Quality Records, Research and Development Records, and Pharmacovigilance Records related to drug products covered by the Product ANDAs and Product NDAs and (iii) all correspondences, reports, and submissions to or with any Governmental Authorities related to drug products covered by the Product ANDAs or Product NDAs, in all cases excluding all labeler codes, National Drug Codes, Contracts and statutory entitlements;

(r) All Data owned, used or held for use by or on behalf of Seller in connection with the operation of the Business, including but not limited to, records related to the methods to be used in, and the facilities or controls to be used for, the manufacturing, processing, packing, or holding of any drug products manufactured in the course of Business;

(s) All IT Systems used in the Business or associated with the Purchased Assets; and

(t) Any projects currently in progress or completed, and ready for execution, pertaining to the development of an NDA or ANDA.

The items set forth above in section 2.1 as well as those specifically set forth in Schedule 2 shall collectively hereby be referred to as the "Purchased Assets". For the avoidance of doubt, to the extent any of the Product ANDAs are in the name of or held by Nostrum Pharmaceuticals LLC, then royalty agreements and/or licenses to use those such assets shall also be deemed to be Purchased Assets.

Notwithstanding anything to the contrary, the Purchased Assets shall not include the Seller's right, title and interest in and to any labeler codes, National Drug Codes, Contracts that are not Assigned Contracts or statutory entitlements.

2.2 **Excluded Assets**. Notwithstanding the provisions of Section 2.1 or anything to the contrary herein, any and all assets, rights and properties of the Seller that are not specifically identified in Section 2.1 as Purchased Assets, including the following (collectively, the "**Excluded**

Assets"), shall be retained by the Seller, and Purchaser and its designees shall acquire no right, title or interest in the Excluded Assets in connection with the Transaction:

(a) all (i) cash and cash equivalents, wherever located, including bank balances and bank accounts or safe deposit boxes, monies in the possession of any banks, savings and loans or trust companies and similar cash items, (ii) escrow monies and deposits in the possession of landlords and utility companies, and (iii) investment securities and other short- and medium-term investments;

(b) all records, documents or other information exclusively relating to current or former employees of the Seller that are not hired by Purchaser, and any materials to the extent containing information about any employee, disclosure of which would violate Applicable Law or such employee's reasonable expectation of privacy;

(c) any interest of the Seller under this Agreement or the Related Documents, including, without limitation, the right to receive the Purchase Price and to enforce the Seller's rights and remedies thereunder;

(d) all Excluded Contracts (including all prepaid assets relating to the Excluded Contracts), other than the Assigned Contracts, to which Seller is a party;

(e) any (i) attorney-client work product or communications prior to the Closing Date between Seller (including any one or more officers, directors or stockholders of Seller), on the one hand, and its counsel, on the other hand, and (ii) claims under any director and officer, errors and omissions, fiduciary and commercial crime insurance policies;

(f) any rights of the Seller to Tax refunds or credits for overpayment of Taxes in lieu of a refund attributable to any taxable period (or portion thereof) ending on or before the Closing Date;

(g) all Permits (including applications therefor and any trade or import/export Permits) that are not transferable to Purchaser under Applicable Law;

(h) the Excluded Books and Records;

(i) accounts receivable, intercompany obligations and other amounts receivable by Seller;

(j) any assets not otherwise designated as Purchased Assets or from time to time designated by the parties hereto as Excluded Assets;

(k) the Avoidance Actions; however, for the avoidance of doubt any Avoidance Action against any counter-party to an Assigned Contract shall be deemed a Purchased Asset;

(l) all of the Seller's rights, claims or causes of action against third parties relating to the assets, properties, business or operations of the Seller (including all guaranties, warranties, indemnities and similar rights in favor of the Seller or any of its Affiliates) to the extent arising under the Bankruptcy Code or relating to any of the Excluded Assets or Excluded

Liabilities, or against any third parties that have a familial relationship with any members of the Debtor's management team or entities in which such third parties hold an interest, the Debtor's owners or the Debtor's employees, in each case, whether arising by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date; for the avoidance of doubt and notwithstanding anything else herein to the contrary, all of the Seller's rights, claims and causes of action, including Avoidance Actions, against any of the Seller's affiliates, insiders, subsidiaries, and parents shall be Excluded Assets.

(m) all of the Seller's right, title and interest to any of the assets set forth on Schedule 2.2(l);

(n) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, rights of recovery, rights under guarantees, warranties, indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent exclusively related to or exclusively used in or held for use for the Excluded Assets listed in clauses (a) through (l) above; and

(o) all assets located at Seller's facility in Bryon, Ohio.

Notwithstanding anything to the contrary contained in this Agreement or any of the other Related Documents, Purchaser acknowledges and agrees that all of the following are also Excluded Assets, and all right, title and interest in and to all Excluded Assets shall be retained by the Seller and shall remain the property of the Seller (and shall expressly be excluded from the sale, transfer, assignment and conveyance to Purchaser hereunder), and neither Purchaser nor any of its Affiliates shall have any interest therein: (x) all records and reports prepared or received by the Seller or any of its Affiliates in connection with the sale of the Business and the Transactions, including all analyses relating to the Business or Purchaser so prepared or received; and (y) all confidentiality agreements with prospective purchasers of the Business or any portion thereof and all bids and expressions of interest received from third parties with respect thereto.

2.3 **Assumption of Liabilities**. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, Purchaser shall assume from Seller (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Seller shall convey, transfer, and assign to Purchaser, all liabilities arising out of the Assigned Contracts; provided that, for the avoidance of doubt, Purchaser will not assume any Liability that is not an Assumed Liability, including but not limited to (a) Taxes of Seller, (b) Taxes for any Pre-Closing Tax Period (or portion thereof) or the Pre-Closing Tax Period portion of a Straddle Period, (c) any labeler codes or National Drug Codes or (d) any contracts or statutory entitlements.

2.4 **Excluded Liabilities**. Notwithstanding Section 2.3, Purchaser is assuming only the Assumed Liabilities and will not assume or be liable for any Excluded Liabilities, and the Seller shall retain and shall be responsible for, all Liabilities that are not Assumed Liabilities, including all Liabilities related to Excluded Assets (all such Liabilities not being assumed herein referred to as the "**Excluded Liabilities**").

2.5 **Excluded Contracts**. Pursuant to Section 5.3(b), Purchaser shall be entitled, in its sole discretion, by written notice to the Seller up to three (3) Business Days prior to the Closing Date, to elect not to purchase or assume one or more Assigned Contract, in which case, notwithstanding anything in this Agreement or any Related Document to the contrary, such Assigned Contract shall be considered an excluded contract ("**Excluded Contract**") (and shall constitute an Excluded Asset and not be included in the Purchased Assets) for all purposes of this Agreement and Purchaser shall not have any obligation to satisfy or pay any Cure Costs or other Liabilities with respect to such Excluded Contract. Each assignable Assigned Contract that Purchaser does not elect to remove from the list of Assigned Contracts pursuant to Section 5.3(b) shall be an Assigned Contract.

2.6 **Nontransferable Assets and Liabilities**.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset or any claim, right or benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the Consent of a third party (including any Governmental Authority) (after giving effect to the Sale Order or any other applicable order of the Bankruptcy Court that effects such transfer without any required Consents), would constitute a breach or other contravention thereof or a violation of Applicable Law (each, a "**Non-Transferred Asset**").

(b) If, on the Closing Date, any third-party Consent is not obtained for a Non-Transferred Asset, or if an attempted transfer or assignment thereof would be ineffective or a violation of Applicable Law, then, until any requisite consent is obtained therefor and the same is transferred and assigned to Purchaser or its designee, each such Non-Transferred Asset shall be held by the Seller as agent for the Purchaser, and the Seller shall, to the extent permitted by Applicable Law, provide to Purchaser the benefits and Purchaser shall assume the obligations and bear the economic burdens associated with such Non-Transferred Asset. The Seller and Purchaser shall use commercially reasonable efforts to enter into agreements (including subcontracting, sublicensing or subleasing, if permitted) by which (i) the Seller shall, at Purchaser's sole expense, without interruption of the Business, provide Purchaser with the economic and operational equivalent of obtaining the requisite third-party Consent and assigning the applicable Non-Transferred Asset to Purchaser (including, with the prior written consent of Purchaser, enforcing for the benefit of Purchaser, and at Purchaser's sole expense, all claims or rights arising thereunder) and (ii) Purchaser shall perform, at its sole expense, the obligations and assume the economic burdens of the Seller to be performed after the Closing with respect to such Non-Transferred Asset. Purchaser shall promptly, upon receipt of a written request therefor from the Seller, reimburse the Seller for all monies paid by the Seller on Purchaser's behalf in connection with any Assumed Liability not assigned or transferred to Purchaser pursuant to this Section 2.6.

2.7 **Closing**. The closing of the Transactions (the "**Closing**") will take place remotely by electronic exchange of documents on the date (the "**Closing Date**") that is the second (2nd) Business Day after the date on which all of the conditions set forth in Article 8 (excluding conditions that, by their terms, are to be satisfied at the Closing, but subject to the satisfaction or waiver of all such conditions at the Closing), have been satisfied or waived by the party hereto entitled the benefit of the same, unless another time or date is agreed to in writing by the parties hereto. Except as otherwise set forth herein, all proceedings to be taken and all documents to be

executed and delivered by all parties hereto at the Closing will be deemed to have been taken and executed simultaneously and no proceedings will be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered. The Closing Date shall be no later than April 18, 2025.

2.8 **Closing Deliveries**.

(a) At or prior to the Closing, Seller shall deliver to Purchaser:

(ii) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of the Seller certifying that the conditions set forth in Sections 8.1 and 8.2, have been satisfied;

(iii) possession of all of the Purchased Assets capable of passing by delivery at the location where such Purchased Assets are located with the intent that title in such Purchased Assets shall pass by and upon delivery;

(iv) Seller shall transmit Purchaser's FDA Transfer Letter and Seller's FDA Transfer Letters, respectively, to the FDA and shall take other actions reasonably necessary to effect the transfer of the Purchased Assets from Seller to Purchaser;

(v) the Bill of Sale and Assumption and Assignment Agreement executed by Seller;

(vi) possession of the Purchased Assets;

(vii) documentation satisfactory to the Purchaser evidencing that a license for any Product ANDA held by or in the name of Nostrum Pharmaceutical LLC has been transferred to the Seller such that Seller is legally entitled to transfer such license to Purchaser Free and Clear of any and all liens, claims, interests and encumbrances;

(viii) confirmation of cancellation or rejection of any royalty agreement to which Seller is a counterparty to same;

(ix) Seller shall execute and deliver the Intellectual Property Assignment Agreement, in a form reasonably acceptable to Purchaser and the Seller;

(x) an IRS Form W-9 or a certificate satisfying the requirements of Treasury Regulations Section 1.1445-2(b), duly executed by each Seller of any assets located in the United States (or, if a Seller is a disregarded entity within the meaning of Treasury Regulations Section 1.1445-2(b)(2)(iii), by the entity that is treated as the transferor of the relevant Acquired Assets); and

(i) the Sale Order.

(b) Purchaser shall deliver, or cause to be delivered, to the Seller or the applicable Person each of the following:

(i) a certificate, dated as of the Closing Date, executed by or on behalf of Purchaser as to the satisfaction of the conditions set forth in Section 8.2;

(ii) payment of the closing payments set forth in Section 2.9;

(iii) Seller shall transmit Purchaser's FDA Transfer Letter and Seller's FDA Transfer Letters, respectively, to the FDA and shall take other actions reasonably necessary to effect the transfer of the Purchased Assets from Seller to Purchaser; and

(iv) the Bill of Sale.

2.9 **Purchase Price; Assumed Liabilities; Deposits**.

(a) At the Closing, upon the terms and subject to the conditions set forth herein, in full consideration for the sale, transfer, conveyance, assignment and delivery of the Purchased Assets to Purchaser and assumption of the Assumed Liabilities by Purchaser, Purchaser shall (i) pay to the Seller an aggregate amount equal to the Purchase Price *minus* the Deposit Escrow Amount.,

(b) At the Closing, on the terms and subject to the conditions set forth in this Agreement, Purchaser will assume and become responsible for the Assumed Liabilities. Purchaser agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms hereof, including paying or causing to be paid, at or prior to the Closing, all Determined Cure Costs.

(c) The Deposit Escrow Amount shall be released to Seller or Purchaser in accordance with the applicable terms of this Agreement. Any issue regarding the entitlement to the Deposit Escrow Amount shall be determined by the Bankruptcy Court, and Purchaser consents to the jurisdiction of the Bankruptcy Court for any issue related to this Agreement.

2.10 **Transfer Taxes**. It is the intention of the Purchaser and the Seller that the Transactions be exempt from all transfer, documentary, sales, use, excise, stock transfer, value-added, stamp, recording, registration and other similar taxes, levies and fees (including any penalties, fines and interest), together with any conveyance fees, recording charges and other similar fees and charges, incurred in connection with this Agreement and the Transactions (collectively, "**Transfer Taxes**") pursuant to Bankruptcy Code section 1146(a). Purchaser and the Seller shall cooperate in good faith to minimize, to the extent permissible under Applicable Law, the amount of any Transfer Taxes due with respect to the Transactions. In the event any Transfer Taxes are required to be paid with respect to the Transactions, Seller shall be solely responsible for such Transfer Taxes and shall indemnify, defend and hold harmless the Purchaser against any such Transfer Taxes.

2.11 **Allocation of Purchase Price**.

(a) The Purchase Price (including all other amounts treated as consideration for U.S. federal income tax purposes) and Assumed Liabilities shall be allocated as set forth on

Schedule 2.11 (the "**Preliminary Allocation Schedule**"). Within 90 days following the Closing, Purchaser shall deliver to the Seller a schedule allocating the Purchase Price (and all other amounts treated as consideration for U.S. federal income tax purposes) among the Purchased Assets (the "**Allocation Schedule**"). The Allocation Schedule shall be reasonable and shall be prepared in accordance with the Preliminary Allocation Schedule, and Purchaser and the Seller shall negotiate in good faith to resolve disputed items, if any, in the Allocation Schedule as promptly as practicable. If Purchaser and the Seller are unable to reach agreement with respect to the Allocation Schedule within 30 days after the delivery of the Allocation Schedule by Purchaser to the Seller, the parties shall be entitled to use their own Purchase Price allocations for Tax reporting purposes.

(b) To the extent Purchaser and the Seller agree on the Allocation Schedule pursuant to Section 2.11(a), Purchaser and the Seller shall (i) timely file all Tax Returns required to be filed in connection with the Allocation Schedule, and (ii) prepare and file all Tax Returns and determine all Taxes in a manner consistent with the Allocation Schedule, except as may be required by Applicable Law and except as may be necessary to reflect adjustments to the Allocation Schedule resulting from post-Closing payments or events. Purchaser, on the one hand, and the Seller, on the other hand, shall notify the other if it receives notice that any Governmental Authority proposes any allocation different from Allocation Schedule.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as disclosed in a document herewith delivered by the Seller to Purchaser (the "**Schedules**"), the Seller hereby makes the representations and warranties contained in this Article 3 to Purchaser.

3.1 **Organization, Good Standing and Other Matters**. The Seller is duly organized, validly existing and in good standing under the Applicable Laws of its jurisdiction of organization and has, subject to the necessary authority of the Bankruptcy Court, the requisite corporate power and authority to operate the Business and necessary to own, lease or operate the properties and assets owned, leased or operated by it to carry on the Business as now being conducted, except where the failure to be so duly organized, validly existing and in good standing, or to have such power and authority, would not, individually or in the aggregate, have a Material Adverse Effect. The Seller is duly qualified to do business as a foreign company in each jurisdiction in which the nature of the Business as currently conducted by it or the property owned or leased by it makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect.

3.2 **Authority and Enforceability**. Subject to Bankruptcy Court approval, the Seller has all requisite power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which the Seller is (or at Closing, will be) a party thereto, and the consummation by the Seller of the Transactions, has been duly authorized and approved by all necessary limited liability company action on the part of the Seller and are subject to the approval of the Bankruptcy Court. This Agreement has been, and each Related Document will be, at or prior to the Closing, duly executed and delivered by the Seller and, assuming the due execution and delivery by the other parties hereto or thereto, and subject to the

approval of the Bankruptcy Court, constitutes a valid and binding obligation of the Seller, enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

3.3 **No Conflict; Required Filings and Consents**. Except (a) such filings as may be required in connection with the Transfer Taxes described in Section 2.10 and (b) as otherwise set forth on Schedule 3.3, the execution and delivery of this Agreement by the Seller does not and the execution and delivery of the Related Documents by the Seller will not, and the consummation of the Transactions hereby and thereby will not (i) violate the provisions of the Organizational Documents of the Seller, (ii) subject to the entry of the Sale Order, violate any Applicable Law or Order to which Seller is subject or by which its properties or assets are bound or (iii) require Seller to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date (except as required by the Bankruptcy Code or the Sale Order); excluding from the foregoing clauses (ii) and (iii) any Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, have a Material Adverse Effect.

3.4 **Litigation**. As of the Agreement Date, there is no Action pending or, to the Seller's Knowledge, formally threatened in writing, against Seller before any Governmental Authority that would have a Material Adverse Effect or affect the Purchased Assets in any material respect after the entry of the Sale Order, if determined adversely and after taking into effect applicable insurance coverage.

3.5 **Brokers and Finders**. Except for Raymond James & Associates, Inc. the Seller has not, directly or indirectly, entered into any agreement with any Person that would obligate the Seller to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

3.6 **Title to Assets.**

(a) The Seller owns, leases, has licenses or has the legal right to use all Purchased Assets and has good, legal valid and marketable title to, and the right to transfer (or cause to be transferred in accordance with the terms of this Agreement, all of the Purchased Assets Free and Clear except for any Assumed Liabilities.

(b) Except as set forth on Schedule 2.1, Seller is not a party to, or bound by, any license, royalty agreement, or other agreement relating to the use of any material Purchased Assets.

(c) Other than with respect to Excluded Contracts or Assigned Contracts that Purchaser does not ultimately assume, no current or former Affiliate, partner, director, stockholder, officer, member, manager, employee, consultant or contractor of the Seller will, after giving effect to the Transactions, own, license or retain any Purchased Assets.

(d) To Seller's Knowledge, no interference, opposition, reissue, reexamination, or other proceeding is or has been pending or threatened, in which the scope, validity, or enforceability of any material Assets is being, has been challenged.

3.7 **No Other Representations or Warranties**.

Except for the representations and warranties contained in this Article 3, the Seller does not, nor do any other Persons on behalf of the Seller, make any other express or implied representation or warranty with respect to itself, the Business, the Purchased Assets or the Assumed Liabilities, or with respect to any other information provided to Purchaser or its representatives, and the Seller disclaims any other representations or warranties, whether made by or on behalf of the Seller or any other Person. The Seller will not, and no other Persons will, have or be subject to any Liability to Purchaser or any other Person resulting from the distribution to Purchaser, or Purchaser's use of, any such information, including any information, documents, projections, forecasts or other material made available to Purchaser or its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever (electronic or otherwise) or otherwise in expectation of the Transactions.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as disclosed in a document herewith delivered by Purchaser to the Seller (the "**Purchaser Schedules**"), Purchaser hereby makes the representations and warranties contained in this Article 4 to the Seller.

4.1 **Organization, Good Standing and Other Matters**. Purchaser is duly organized, validly existing and in good standing under the Applicable Laws of its jurisdiction of organization and has all requisite corporate power or other entity power and authority to own its properties and to carry on its business as now being conducted. Purchaser is duly qualified or licensed to conduct its business as currently conducted and is in good standing in each jurisdiction in which the location of the property owned, leased or operated by it or the nature of its business makes such qualification necessary, except where the failure to be so qualified or licensed would not, individually or in the aggregate, materially impair or delay Purchaser's ability to consummate the Transactions.

4.2 **Authority and Enforceability**. Purchaser has all requisite corporate power or other entity power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party, and the consummation of the Transactions, have been duly authorized and approved by its board of directors (or equivalent governing body) and no other action on the part of Purchaser or its [stockholders][members] is necessary to authorize the execution, delivery and performance of this Agreement and the Related Documents by Purchaser and the consummation of the Transactions. This Agreement has been, and each Related Document will be at or prior to Closing, duly executed and delivered by Purchaser and, assuming the due execution and delivery by the other parties hereto or thereto, constitutes a valid and binding obligation of Purchaser enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

4.3 **No Conflict: Required Filings and Consents**. The execution and delivery of this Agreement and of the Related Documents and the consummation of the Transactions by Purchaser will not (i) violate the provisions of its Organizational Documents, (ii) violate any Applicable Law or Order to which it is subject or by which any of its properties or assets are bound or (iii) require it to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date.

4.4 **Financing**. Purchaser has, and at the Closing will have, (a) sufficient internal funds (without giving effect to any unfunded financing regardless of whether any such financing is committed) available to pay the Purchase Price in accordance with the terms hereof and any other payments required hereunder and any expenses incurred or required to be paid by Purchaser in connection with the Transactions, and (b) the resources and capabilities (financial or otherwise) to perform its obligations hereunder and under the Related Documents. Purchaser has not incurred any obligation, commitment, restriction or Liability of any kind, which would impair or adversely affect such resources and capabilities.

4.5 **Brokers and Finders**. None of Purchaser or its Affiliates have, directly or indirectly, entered into any agreement with any Person that would obligate the Seller to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

4.6 **Solvency**. Purchaser is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the Transactions**,** including the making of the payments contemplated by Section 2.9, and assuming satisfaction of the conditions to Purchaser's obligation to consummate the Transactions as set forth herein, the accuracy of the representations and warranties of Purchaser set forth herein and the performance by Purchaser of its obligations hereunder in all material respects, Purchaser will be Solvent.

4.7 **Litigation**. There is no Action pending or, to Purchaser's Knowledge, formally threatened in writing against Purchaser or involving any of its properties or assets that would be reasonably be expected to (a) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (b) otherwise prevent, hinder or delay the consummation of the Transactions.

4.8 **Investigation and Agreement by Purchaser; Non-Reliance of Purchaser; No Other Representations and Warranties**.

(a) Purchaser acknowledges that it and its representatives have received access to such books and records, facilities, equipment, contracts and other assets of the Business which it and its representatives have desired or requested to review. Purchaser acknowledges and agrees that (i) it has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning the Seller, the Business, the Purchased Assets and the Assumed Liabilities and (ii) the Business, the Purchased Assets and the Assumed Liabilities are being transferred and acquired on a "where is" and, as to condition, "as is" and "with all faults" basis.

(b) Except for the specific representations and warranties expressly made by the Seller in Article 3 as further limited by the specifically bargained-for exclusive remedies as set

forth in Article 9 of this Agreement, Purchaser acknowledges and agrees that (i) the Seller is not making and have not made any representation or warranty, expressed or implied, at law or in equity, in respect of the Business, the Purchased Assets, the Assumed Liabilities, or any of its operations, prospects or condition (financial or otherwise), including with respect to merchantability or fitness for any particular purpose of any assets, the nature or extent of any Liabilities, the prospects of the Business, the effectiveness or the success of any operations, or the accuracy or completeness of any confidential information memoranda, documents, projections, material or other information (financial or otherwise) regarding the Business furnished to Purchaser or its representatives or made available to Purchaser and its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever, and (ii) no officer, director, manager, stockholder, agent, Affiliate, advisor, representative or employee of the Seller has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in Article 3 and subject to the limited remedies herein provided.

(c) Other than the specific representations and warranties expressly set forth in Article 3 as further limited by the specifically bargained-for exclusive remedies as set forth in Article 9 of this Agreement, Purchaser specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that the Seller and the Seller's Affiliates have specifically disclaimed and do hereby specifically disclaim, and shall not have or be subject to any Liability for reliance on any such other representation or warranty made by any Person. Purchaser specifically waives any obligation or duty by the Seller or the Seller's Affiliates to make any disclosures of fact not required to be disclosed pursuant to the specific representations and warranties expressly set forth in Article 3 and disclaim reliance on any information not specifically required to be provided or disclosed pursuant to the specific representations and warranties set forth in Article 3.

(d) Purchaser is acquiring the Business, the Purchased Assets and the Assumed Liabilities subject only to the specific representations and warranties expressly set forth in Article 3 as further limited by the specifically bargained-for exclusive remedies as set forth in Section 9 of this Agreement.

4.9 **No Other Representations or Warranties.** Except for the representations and warranties contained in this Article 4, neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to the Seller or its representatives, and Purchaser disclaims any other representations or warranties, whether made by Purchaser or any of its Affiliates, officers, directors, employees, agents or representatives.

ARTICLE 5
BANKRUPTCY COURT MATTERS

5.1 **Competing Transaction**. This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Seller of higher or better competing bids in respect of all or any part of the Purchased Assets (whether in combination with other assets of the Seller or otherwise) in accordance with the terms of the Bid Procedures Order (each, a "**Competing Bid**"). In addition,

the Seller shall have the authority to respond to any inquiries or offers to reorganize, purchase all or any part of the Purchased Assets (whether in combination with other assets of the Seller or otherwise) and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Bid Procedures Order or other Applicable Law, including supplying information relating to the Business and the assets of the Seller to prospective plan sponsors or purchasers.

5.2 **Bankruptcy Court Filings**.

(a) Subject to its right to pursue a Competing Bid in accordance with the Bid Procedures Order, the Seller shall diligently pursue the entry by the Bankruptcy Court of the Sale Order, which Sale Order shall provide for the transfer of the Purchased Assets and the Assumed Liabilities to Purchaser free from all successor or transferee Liability to the fullest extent permitted by Section 363 of the Bankruptcy Code. The Seller shall comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules for the Bankruptcy Court in obtaining the entry of the Sale Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Sale Order, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

(b) The Seller and Purchaser agree that, in the event that Purchaser is not the winning bidder at an auction undertaken pursuant to the Bid Procedures Order (the "**Auction**"), and (i) Purchaser submits the Back-Up Bid at the Auction or (ii) the terms of this Agreement are deemed to constitute a Back-Up Bid, then Purchaser shall be obligated to promptly consummate the Transactions upon the terms and conditions as set forth herein, including the payment of the Purchase Price as the same may be increased by Purchaser at the Auction; provided that, the Seller gives written notice to Purchaser on or before the Back-up Termination Date, stating that the Seller (A) failed to consummate the sale of the Purchased Assets with the winning bidder, and (B) terminated the purchase agreement with the winning bidder. The Back-Up Bids subject to this Agreement are set forth on Schedule 5.2(b).

5.3 **Assumption of Assigned Contracts**.

(a) On or before the date that is five (5) Business Days following the date on which the Bid Procedures Order is entered by the Bankruptcy Court, the Seller shall file (or cause to be filed) a notice of potential assumption (the "**Assumption Notice**") with the Bankruptcy Court and serve such notice on each counterparty to an Assigned Contract listed thereon. The Assumption Notice shall identify all Assigned Contracts that the Seller and Purchaser believe may be assumed and assigned in connection with the sale of the Purchased Assets and set forth a good faith estimate of the amount of Cure Costs applicable to each such Assigned Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Assigned Contract, the amount of such Cure Cost designated for such Assigned Contract shall be "$0.00"). In accordance with the Bid Procedures Order, the Seller reserves the right to supplement such list of Assigned Contracts and provide additional notice of assumption, and to remove an Assigned Contract from

the list of Assigned Contracts, up to five (5) Business Days prior to the hearing by the Bankruptcy Court with respect to the Sale Motion.

(b) On or before the date that is five (5) Business Days before the Closing Date (the "**Designation Deadline**"), Purchaser shall provide to the Seller a list of those Assigned Contracts that it elects to have assumed and assigned to Purchaser on the Closing Date (the "**Designated Contracts**"). Purchaser shall be entitled to remove certain Assigned Contracts from the list of Designated Contracts at any time prior to the Designation Deadline by providing the Seller written notice of such removal. In the event that Purchaser removes any of such Assigned Contracts from such list, the Seller will provide the relevant counterparty written notice that the applicable Assigned Contract is no longer identified as a Designated Contract. For the avoidance of doubt, only those executory Assigned Contracts that remain identified as Designated Contracts as of the Closing Date will constitute Assigned Contracts and will be assumed by the Seller and assigned to Purchaser pursuant to the Sale Order. The Seller shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Assigned Contracts and to determine the amount of the Cure Costs; provided, that nothing herein shall preclude the Seller from filing one or more motion to reject any Contracts that are not Assigned Contracts.

(c) Notwithstanding any provision in this Agreement to the contrary, a Contract shall not be a Designated Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is (i) deemed rejected under Section 365 of the Bankruptcy Code, (ii) the subject of an objection to assignment or assumption or requires the consent of any Governmental Authority or other third party (other than, and in addition to, the Bankruptcy Court) in order to permit the assumption and assignment by the applicable Seller to Purchaser of such Contract pursuant to Section 365 of the Bankruptcy Code, and such objection has not been resolved or such consent has not been obtained prior to the thirtieth day following the Closing Date (as such period may be extended by mutual agreement of Seller and Purchaser), or (iii) is terminated by any party thereto other than Seller, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as a Designated Contract hereunder and is not continued or otherwise extended upon assumption.

(d) Subject to the terms of Section 2.5, Section 2.8, Section 5.3(a) and Section 5.3(b), Purchaser shall make provision for the payment of the Determined Cure Costs in cash at Closing in accordance with the Sale Order.

(e) Notwithstanding any provision in this Agreement to the contrary, from and after the date of the Assumption Notice through the Closing Date, the Seller will not reject or take any action (or fail to take any action that would result in rejection by operation of Applicable Law) to reject, withdraw, repudiate or disclaim any Assigned Contract unless (i) Purchaser has provided its prior written consent or (ii) Purchaser has removed such Assigned Contract from the list of Designated Contracts.

ARTICLE 6
PRE-CLOSING COVENANTS

6.1 **Conduct of Business**.

(a) Except as (i) required by Applicable Law, (ii) required by order of the Bankruptcy Court or required, or authorized or restricted pursuant to the Bankruptcy Code, (iii) expressly contemplated or required by this Agreement or (iv) expressly set forth in Schedule 6.1, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VIII), unless Purchaser otherwise consents in writing, which consent shall not be unreasonably withheld.

(b) Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct the Seller's operations or business prior to the Closing, and nothing contained in this Agreement is intended to give the Seller, directly or indirectly, the right to control or direct Purchaser's operations. Prior to the Closing, each of Purchaser and Seller shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

(c) In furtherance of the provisions of Section 6.1(a) and Section 6.1(b), during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VIII), unless Purchaser otherwise consents in writing, other than as set forth on Schedule 6.1, Seller shall not sell, divest, convey, dispose, distribute, assign, license, mortgage, pledge, encumber, transfer, lease or sublease to any Person any property, right, privilege, interest or any other asset of Seller that would otherwise constitute an Purchased Asset if owned immediately prior to the Closing.

6.2 **Access to Information; Confidentiality**.

(a) From the Agreement Date until the earlier of the Closing Date and the termination of this Agreement, the Seller shall grant Purchaser and its representatives (at Purchaser's sole cost and expense) reasonable access, during normal business hours and upon reasonable notice (and in the event of a facility visit request, at least 48 hours prior notice), and subject to any limitations resulting from any Public Health Measures, to the personnel, facilities, book and records of the Seller related to the Business or the Purchased Assets that are in the possession or under the control of the Seller; provided, however, that (i) all requests for access shall be directed to James Grainer or such other person(s) as the Seller may designate in writing from time to time (the "**Seller Access Contact**"), (ii) such activities do not unreasonably interfere with the ongoing business or operations of the Seller, (iii) the Seller shall have the right to have one or more of its representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 6.2(a), (iv) Purchaser shall have no right to perform invasive or subsurface investigations or conduct any sampling or analysis of environmental media of the nature commonly referred to as a "Phase II Environmental Investigation," such as any soil or groundwater testing, (v) such access or related activities would not cause a violation of any agreement to which the Seller is a party, (vi) no Personal Information shall be disclosed or used other than in compliance with applicable privacy law and (vii) nothing herein shall require Seller or its representatives to furnish to Purchaser or provide Purchaser with access to information that (A) is subject to an attorney-client or an attorney work-product privilege, (B) legal counsel for the Seller reasonably concludes may give rise to antitrust or competition law issues or violate a protective order or otherwise may not be disclosed pursuant to Applicable Law (including any

Public Health Measure) or (C) would cause significant competitive harm to the Seller if the Transactions are not consummated.

(b) From the Agreement Date until the Closing Date, Purchaser shall not, and shall cause its representatives not to, have any contact or discussions concerning Seller, the Business, the Transaction or any other matters with any lender, borrower, creditor, guarantor, business partner, bank, landlord, tenant, supplier, customer, employee, manager, franchisee, distributer, noteholder, independent contractor, consultant or other material business relation of the Seller, in each case, without the prior written consent of the Seller Access Contact (which consent may be withheld in the Seller's sole discretion and, if given, may be conditioned on the Seller Access Contact or his or her designee having the right to participate in any meeting or discussion). Notwithstanding anything contained herein to the contrary, from the Agreement Date until the Closing Date, the Purchaser shall have the ability to contact or communicate with any counterparty to an Assigned Contract.

(c) Any information provided to or obtained by Purchaser or its representatives, including pursuant to this Section 6.2 is confidential information and subject to the terms of, and the restrictions contained in, the Confidentiality Agreement. Purchaser agrees to be bound by and comply with the provisions set forth in the Confidentiality Agreement as if such provisions were set forth herein, and such provisions are hereby incorporated herein by reference. Effective upon (and only upon) the Closing, the Confidentiality Agreement shall automatically terminate and none of the parties thereto shall have any further Liability or obligation thereunder except with respect to any confidential information provided to or obtained by Purchaser or its representatives concerning the Seller, which information shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date. If this Agreement is terminated prior to Closing for any reason, the terms of the Confidentiality Agreement shall remain in full force and effect.

6.3 **Efforts to Consummate.** Except as otherwise provided in this Agreement, each of the parties hereto agrees to use its commercially reasonable efforts to cause the Closing to occur as soon as possible after the Agreement Date, including satisfying the conditions precedent set forth in Article 8 applicable to such party including (a) defending against any Actions, judicial or administrative, challenging this Agreement or the consummation of the Transactions, (b) seeking to have any preliminary injunction, temporary restraining order, stay or other legal restraint or prohibition entered or imposed by any court or other Governmental Authority that is not yet final and nonappealable vacated or reversed, and (c) executing any additional instruments reasonably requested by another party hereto (without cost or expense to the executing party) necessary to carry out the Transactions and to fully carry out the purposes of this Agreement; provided, however, that, for purposes of "commercially reasonable efforts" standard as required by this Section 6.3, Section 6.1(a), or Section 2.6(b) neither the Seller nor its Affiliates or representatives shall be required to offer or grant any accommodation or concession (financial or otherwise) to any third party or to otherwise expend any money or suffer any detriment, to expend any money to remedy any breach of any representation or warranty hereunder, to commence any Action, to waive or surrender any right, to modify any agreement (including any Assigned Contract) or to provide financing to Purchaser for the consummation of the Transactions.

6.4 **Update of Schedules; Knowledge of Breach**. From time to time prior to the Closing, the Seller may supplement or amend the Schedules with respect to any matter hereafter

arising or discovered which if existing or known by the Seller at the Agreement Date would have been required to be set forth or described in such Schedules and also with respect to events or conditions arising after the date hereof and prior to Closing. Any such supplemental or amended disclosure shall not be deemed to have cured any such breach of representation or warranty for purposes of determining whether or not the conditions set forth in Section 8.2(a) have been satisfied. From and after the Closing, references to the Schedules shall be references to the Schedules as supplemented, modified and/or updated. If, prior to the Closing, Purchaser shall have reason to believe that any breach of a representation or warranty of the Seller has occurred (other than through notice from the Seller), Purchaser shall promptly so notify the Seller, in reasonable detail. Nothing in this Agreement, including this Section 6.4, shall imply that the Seller is making any representation or warranty as of any date other than the Closing Date (other than representations and warranties that are expressly made as of an earlier date).

ARTICLE 7
POST-CLOSING COVENANTS

7.1 **Access to Information; Books and Records**. From and after the Closing, and without prejudice to the obligations of Purchaser pursuant to Section 7.3(g), Purchaser and its Affiliates shall (i) afford the Seller and its representatives reasonable access, during normal business hours, upon reasonable advance notice and under reasonable circumstances, to the books and records of Purchaser and the Business shall permit the Seller and its representatives to examine and copy such books and records to the extent reasonably requested by such party and (ii) cause their representatives to furnish all information reasonably requested by the Seller or its representatives in connection with the administration of the Bankruptcy Case, any claims or interests asserted by parties in interest against Seller in the Bankruptcy Case, financial or regulatory reporting whether in the Bankruptcy Case or otherwise, audit, third party litigation, preparing or filing of any Tax Return or the defense of any Tax claim or assessment or any other business purpose; provided, however, that nothing in this Section 7.1 shall require Purchaser or its Affiliates to furnish to the Seller or its representatives any material that is subject to an attorney-client or solicitor-client privilege or an attorney or solicitor work-product privilege or which may not be disclosed pursuant to Applicable Law. For a period of six (6) years following the Closing Date, or such longer period as may be required by Applicable Law or necessitated by applicable statutes of limitations, Purchaser shall, and shall cause its Affiliates to, maintain all such books and records in the jurisdiction in which such books and records were located prior to the Closing Date and shall not destroy, alter or otherwise dispose of any such books and records. On and after the end of such period, Purchaser shall, and shall cause its Affiliates to, provide the Seller with at least ten (10) Business Days prior written notice before destroying, altering or otherwise disposing any such books and records, during which period the Seller may elect to take possession, at its own expense, of such books and records.

7.2 **Post-Closing Receipt and Possession of Assets**.

(a) After the Closing Date, the Seller shall transfer promptly to Purchaser from time to time (but in any event on a monthly basis) any payments constituting Purchased Assets received by the Seller. After the Closing Date, Purchaser shall transfer promptly to the Seller, from time to time (but in any event on a monthly basis), any payments constituting Excluded Assets, received by Purchaser after the Closing.

(b) In the event that, after the Closing Date, Purchaser receives or otherwise is in possession of any Excluded Asset, Purchaser shall promptly notify the Seller of its receipt or possession of such other Excluded Asset and transfer such Excluded Asset to the Seller. In the event that, after the Closing Date, the Seller receives or otherwise is in possession of any other Transferred Asset, the Seller shall promptly notify Purchaser of its receipt or possession of such other Transferred Asset and transfer, at Purchaser's expense, such Transferred Asset to Purchaser.

7.3 **Tax Matters**.

(a) The Seller shall be responsible for preparing or causing to be prepared all Asset Tax Returns for itself for taxable periods ending on or before the Closing Date (each, a "**Pre-Closing Tax Period**") that are required to be filed after the Closing. After the Closing, Purchaser will assist and cooperate with the Seller in preparing such Asset Tax Returns.

(b) Seller shall prepare and timely file or cause to be prepared and timely filed (taking into account all extensions properly obtained) all Tax Returns that are required to be filed for any taxable period that begins on or before the Closing Date and ends after the Closing Date (a "**Straddle Period**") and shall timely pay, or cause to be timely paid, the amount of any Taxes due thereon. Seller shall prepare such Tax Returns in a manner consistent with past practice to the extent relevant and consistent with Applicable Law and shall provide the Purchaser with completed drafts of such Tax Returns for the Purchaser's review and reasonable comment at least thirty days prior to the due date for filing thereof, taking into account extensions (or, if such due date is within thirty days following the Closing Date, as promptly as practicable following the Closing Date) and shall make such revisions to such Tax Returns as are reasonably requested by the Purchaser, provided such requests are consistent with the prior practice of the Purchaser (to the extent relevant) and comply with Applicable Law.

(c) The Seller shall be liable for any Asset Taxes with respect to a Pre-Closing Tax Period and the portion of any Straddle Period ending on the Closing Date ("**Seller Taxes**").

(d) Purchaser and its Affiliates shall not make or change any Tax election, amend, refile or otherwise modify (or grant an extension of any statute of limitation with respect to) any Tax Return, or take any other action that could cause or result in an increase in any Tax Liability or reduce any Tax Benefit in respect of any Pre-Closing Tax Period or Straddle Period relating to the Seller or the Business without the prior written consent of the Seller.

(e) Purchaser shall promptly notify the Seller in writing upon receipt by Purchaser or any of its Affiliates of notice of any pending or threatened federal, state, local or foreign Tax audits, proceedings or assessments relating to Pre-Closing Tax Period, Straddle Period or otherwise relating to a Tax for which the Seller may be liable (a "**Seller Tax Claim**").

(f) The Seller shall have the sole right to control the defense or resolution of any Seller Tax Claim, and to employ counsel of its choice at the Seller's expense; provided, however, that Purchaser and its representatives shall be permitted, at their expense, to observe and participate in any defense or resolution of such Seller Tax Claim. Neither Purchaser nor any of its Affiliates shall be entitled to settle, either administratively or after the commencement of litigation, any Seller Tax Claim without the prior written consent of the Seller, which shall not be

unreasonably conditioned, denied or delayed. Notwithstanding anything to the contrary contained herein, without the prior written consent of Purchaser, which shall not be unreasonably conditioned, denied or delayed, the Seller shall not agree or consent to compromise or settle, either administratively or after the commencement of litigation, any issue or claim in a Tax audit or administrative or court proceeding it controls hereunder to the extent that any such compromise, settlement, consent or agreement may affect the Tax Liability of Purchaser or any of its Affiliates for which the Seller is not responsible hereunder. The provisions of this Section 7.3(f) shall control over any contrary provisions of Section 10.1.

(g) After the Closing, each of the Seller and Purchaser shall (and Purchaser shall cause its Affiliates to):

(i) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns or other reports with respect to, Transfer Taxes;

(ii) cooperate fully in preparing for and defending any audits or proceedings of or disputes with Governmental Authorities regarding any Tax Returns required to be filed by, or Taxes related to the Purchased Assets due from, the Seller for any Pre-Closing Tax Period or Straddle Period;

(iii) maintain and preserve until the expiration of the applicable statutes of limitations, and make available to the other parties as reasonably requested and to any Governmental Authority as reasonably required, all information, records and documents relating to Taxes related to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period, and make employees available to the other parties as reasonably requested during business hours to supplement or explain such information, records and documents; and

(iv) furnish the other parties with copies of all correspondence received from any Governmental Authority in connection with any Tax audit, proceeding, assessment or information request relating to Taxes related to the Purchased Assets for a Pre-Closing Tax Period or Straddle Period, and furnish the other parties with copies of all records and documents relating to Taxes related to the Purchased Assets for a Pre-Closing Tax Period or Straddle Period that are proposed to be destroyed (and not otherwise in the possession of such other party).

(h) Purchaser shall pay, or cause to be paid, to the Seller the amount of any refunds of Taxes related to the Purchased Assets from a Pre-Closing Tax Period or the portion of a Straddle Period ending on the Closing Date to the Seller within five days of receipt of the refund in cash (or through offset against other cash Taxes payable).

ARTICLE 8
CONDITIONS PRECEDENT

8.1 **Conditions to Each Party's Obligation**. The respective obligations of the parties hereto to effect the Transactions are subject to the satisfaction (or, to the extent permitted by

Applicable Law, waiver by the Seller and Purchaser), at or prior to the Closing, of the following conditions:

(a) No Injunctions or Restraints. No Order or Applicable Law preventing the consummation of the Transactions shall be in effect.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall remain in full force and effect and shall not have been stayed.

8.2 **Conditions to Obligation of Purchaser**. The obligations of Purchaser to effect the Transactions is subject to the satisfaction (or, to the extent permitted by Applicable Law, waiver by Purchaser), at or prior to the Closing, of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of the Seller set forth in Article 3 shall be true and correct in all respects (without giving effect to any qualifications or limitations as to "materiality", "Material Adverse Effect" or words of similar import set forth therein) as of the Closing as though made at and as of such time (other than such representations and warranties as are made as of an earlier date, which shall be so true and correct as of such date), except where the failure of such representations and warranties to be so true and correct would not have, individually or in the aggregate, a Material Adverse Effect.

(b) Performance of Covenants and Obligations. The Seller shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing, except to the extent of changes or developments contemplated by the terms of this Agreement or caused by the Transactions.

(c) Closing Deliverables. The Seller shall have delivered to Purchaser the closing deliveries required to be delivered by the Seller pursuant to Section 1.1(a), Section 1.1(a) and Section 1.1(a).

8.3 **Conditions to Obligations of the Seller**. The obligation of the Seller to effect the Transactions is subject to the satisfaction (or, to the extent permitted by Applicable Law, waiver by the Seller), at or prior to the Closing, of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Purchaser set forth in Article 4 shall be true and correct in all respects (without giving effect to any qualifications or limitations as to "materiality" or words of similar import set forth therein) as of the Closing as though made at and as of such time (other than such representations and warranties as are made as of an earlier date, which shall be so true and correct as of such date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, (i) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (ii) otherwise prevent, hinder or delay the consummation of the Transactions.

(b) Performance of Covenants and Obligations of Purchaser. Purchaser shall have performed or complied in all material respects with all obligations and covenants required to

have been performed or complied with by it under this Agreement at or prior to the Closing, except to the extent of changes or developments contemplated by the terms of this Agreement or caused by the Transactions.

(c) Closing Deliverables. Purchaser shall have delivered to the Seller the closing deliveries required to be delivered by Purchaser pursuant to Section 1.1(a), Section 1.1(a) and Section 1.1(a).

8.4 **Waiver of Condition; Frustration of Conditions**. All conditions to the Closing shall be deemed to have been satisfied or waived from and after the Closing. Neither Purchaser nor the Seller may rely on the failure of any condition set forth in this Article 8, as applicable, to be satisfied if such failure was caused by such party's failure to use, as required by this Agreement, its reasonable best efforts to consummate the Transactions.

8.5 **Delivery of a Notice of Readiness to Close**. At any time after the Seller's satisfaction of its conditions to Closing in accordance with the terms of Section 8.1 and Section 8.3 of this Agreement, the Seller may deliver a notice to the Purchaser (a "**Notice of Readiness to Close**"). The Purchaser shall have three (3) Business Days from delivery of a Notice of Readiness to Close to satisfy its conditions to Closing in accordance with the terms of Section 8.1 and Section 8.2 of this Agreement and consummate the Transactions. If Purchaser does not satisfy its conditions to Closing and consummate the Transaction within three (3) Business Days, Purchaser shall forfeit the entire Deposit Escrow Amount to the Seller.

ARTICLE 9
TERMINATION

9.1 **Events of Termination**. Notwithstanding anything to the contrary, this Agreement may be terminated and the Transactions may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Purchaser and the Seller;

(b) automatically, upon the consummation of a sale or other disposition of all or substantially all of the Purchased Assets to a Person other than Purchaser (each, an "**Alternate Transaction**") only as provided under the terms of this Agreement;

(c) by Purchaser or the Seller by written notice to Purchaser or the Seller from the other, if the Bankruptcy Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code;

(d) by Purchaser, by written notice from Purchaser to the Seller, if there has been a breach or inaccuracy of a covenant, representation or warranty made by the Seller in this Agreement, such that the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by the Seller prior to the earlier of (i) 20 Business Days after receipt of written notice from Purchaser requesting such breach be cured or (ii) the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available to Purchaser if the failure of Purchaser to fulfill any of its obligations under this Agreement has been the primary

cause of, or resulted in, such breach, or if the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement;

(e) by the Seller, by written notice from the Seller to Purchaser, if there has been a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement, such that the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by Purchaser prior to the earlier of (i) 20 Business Days after receipt of written notice from the Seller requesting such breach be cured or (ii) the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(e) shall not be available to the Seller if the failure of the Seller to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach, or if the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by the Seller in this Agreement;

(f) by Purchaser or the Seller, by written notice from Purchaser or the Seller to the other, if any Governmental Authority of competent jurisdiction shall have issued an Order, enacted any Applicable Law or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the Transactions and, in the case of Orders and other actions, such Order or other action shall have become Final Orders; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(f) shall not be available to the party seeking to terminate if any action of such party or any failure of such party to act has contributed to such Order or other action and such action or failure constitutes a breach of this Agreement; or

(g) by Purchaser or the Seller, by written notice from Purchaser or the Seller to the other, if the Closing has not occurred on or prior to April 18, 2025 (the "**Outside Date**"); provided, however, that the party exercising the right to terminate this Agreement pursuant to this Section 9.1(g) shall not have been responsible for such failure of the Closing to occur through a breach or inaccuracy of a covenant, representation or warranty contained in this Agreement**.**

9.2 **Effect of Termination**.

(a) In the event that this Agreement shall be terminated pursuant to Section 9.1, (a) Purchaser and its representatives shall promptly return all documents, work papers and other materials of the Seller including any confidential information and (b) all further obligations of the parties hereto under this Agreement shall terminate without further Liability or obligation to the other parties hereto; provided, however, that, notwithstanding the foregoing, the Liabilities and obligations under (i) the Confidentiality Agreement, and (ii) Section 2.9(c), Section 6.2(c), this Section 9.2 and Article 10 shall continue in full force and effect.

(b) Notwithstanding anything to the contrary in this Agreement, in the event of valid termination of this Agreement as it relates to all Purchased Assets except for Product ANDA 203179 – Calcium Acetate Capsule pursuant to Section 9.1(e), Seller shall be entitled to all remedies available at law or in equity, with any such remedies or damages being capped at One Million Nine Hundred Thousand Dollars ($1,900,000). In the event, Purchaser purchases Product ANDA 203179 - Calcium Acetate Capsule, all terms of this Agreement shall apply to such

purchase and the Purchase Price for standalone Product ANDA 203179 - Calcium Acetate Capsule shall be Two Hundred Seventy-Five Thousand Dollars ($275,000) and the cap on damages increased by such amount.

ARTICLE 10
GENERAL PROVISIONS

10.1 **Survival of Representations, Warranties and Covenants.** All covenants and agreements contained in this Agreement that by their term are to be performed in whole or in part, or which prohibit actions, subsequent to Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to Closing, survive the Closing in accordance with their terms until fully performed or satisfied. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder shall not survive Closing and shall therefore terminate, including any Action for damages in respect of any breach or inaccuracy thereof. Notwithstanding the foregoing, the provisions of Section 2.9(c), Section 6.2, Section 9.2 and this Article 10 shall survive the Closing.

10.2 **Entire Agreement**. This Agreement, including the Exhibits and Schedules hereto, the Confidentiality Agreement and the Related Documents, contain the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior and contemporaneous agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (including any letters of intent or term sheets), whether written or oral, among the parties with respect to such subject matter (other than, for the avoidance of doubt, the Confidentiality Agreement and the Related Documents) or any prior course of dealings. The parties hereto have voluntarily agreed to define their rights, Liabilities and obligations respecting the Transactions exclusively in contract pursuant to the express terms and conditions of this Agreement, the Confidentiality Agreement and the Related Documents, and the parties hereto expressly disclaim that they are owed any duties or entitled to any remedies not expressly set forth in this Agreement, the Confidentiality Agreement and the Related Documents. Furthermore, the parties each hereby acknowledge that this Agreement, the Confidentiality Agreement and the Related Documents embody the justifiable expectations of sophisticated parties derived from arm's-length negotiations, and all parties to this Agreement, the Confidentiality Agreement and the Related Documents specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of an ordinary purchaser and an ordinary seller in an arm's-length transaction. The sole and exclusive remedies for any Related Claims shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement); and the parties hereby agree that neither party hereto shall have any remedies or cause of action (whether in contract or in tort or otherwise) of any statements, communications, disclosures, failures to disclose, representations or warranties not set forth in this Agreement.

10.3 **Amendment; No Waiver**. This Agreement and the Related Documents may be amended, supplemented or changed, and any provision hereof or thereof can be waived, only by a written instrument making specific reference to this Agreement (and, if applicable, the Related Documents) executed by the party against whom enforcement of any such amendment,

supplement, modification or waiver is sought. The waiver by any party of a breach of any provision of this Agreement or the Related Documents shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.4 **Severability; Specific Versus General Provisions**. Whenever possible, each provision of this Agreement and the Related Documents shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any term or other provision of this Agreement or the Related Documents is invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other terms or provisions of this Agreement and the Related Documents shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, in whole or in part, such term or provision is hereby deemed modified to give effect to the original written intent of the parties to the greatest extent consistent with being valid and enforceable under Applicable Law. No party hereto shall assert, and Purchaser shall cause its Affiliates or related parties not to assert, that this Agreement or any part hereof is invalid, illegal or unenforceable. Notwithstanding anything to the contrary, to the extent that a representation, warranty, covenant or agreement of the Seller contained in this Agreement or the Schedules (each, a "**Provision**") addresses a particular issue with specificity (a "**Specific Provision**"), and no breach by the Seller exists under such Specific Provision, the Seller shall not be deemed to be in breach of any other Provision (with respect to such issue) that addresses such issue with less specificity than the Specific Provision, and if such Specific Provision is qualified or limited by the Seller's Knowledge, or in any other manner, no other Provision shall supersede or limit such qualification in any manner.

10.5 **Expenses and Obligations**. Except as otherwise provided in this Agreement, all costs and expenses incurred by the parties hereto in connection with the Transactions, including the costs, expenses and disbursements of counsel and accountants, shall be borne solely and entirely by the party that has incurred such expenses.

10.6 **Notices**. All notices, consents, waivers, and other communications under this Agreement or the Related Documents must be in writing and will be deemed to have been duly given (a) if personally delivered, on the date of delivery, (b) if delivered by express courier service of national standing for next day delivery (with charges prepaid), on the Business Day following the date of delivery to such courier service, (c) if delivered by electronic mail (unless the sender receives an automated message that the email has not been delivered) on the date of transmission if on a Business Day before 5:00 p.m. local time of the business address of the recipient party (otherwise on the next succeeding Business Day) and (d) if deposited in the United States mail, first-class postage prepaid, on the date of delivery, in each case to the appropriate addresses or email addresses set forth below (or to such other addresses as a party may designate by notice to the other parties in accordance with this Section 10.6):

If to Seller:

Timothy P. Neumann, Esq.
Broege, Neumann, Fischer & Shaver, LLC
25 Abe Voorhees Drive
Manasquan, New Jersey 08736
(732)223-8484, ext. 214
tneumann@bnfsbankruptcy.com

With a copy to Secured Creditor:

Julie M. Murphy, Esq.
Stradley Ronon Stevens & Young, LLP
457 Haddonfield Rd., Suite 100
Cherry Hill, New Jersey 08002
E-Mail: jmmurphy@stradley.com

With a copy to Official Committee of Unsecured Creditors:

Robert M. Schechter, Esq.
Porzio, Bromberg & Newman, P.C.
100 Southgate Parkway
Morristown, NJ 07962
(973) 889-4127
Email: rmschechter@pbnlaw.com

If to Purchaser:

MPP Pharma LLC
Attn: Siddharth Patel, Member
31 Schalks Crossing Road
Plainsboro, NJ 08536
Email: sid@everest-life.com

10.7 **Counterparts**. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format, or other agreed format shall be sufficient to bind the parties to the terms and conditions of this Agreement. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any Related Document, shall be disregarded in determining the party's intent or the effectiveness of such signature.

10.8 **Governing Law.** This Agreement, the Related Documents and all Related Claims shall be governed by the internal laws of the State of New Jersey (including its statute of limitations), without giving effect to any choice or conflict of law principles or rules that would cause the application of the Applicable Laws of any other jurisdiction.

10.9 **Submission to Jurisdiction; Consent to Service of Process**.

(a) Without limiting any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to interpret and/or enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any Related Document, any breach or default hereunder or thereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.6; provided, however, that if the Bankruptcy Case has closed, the parties agree to irrevocably submit to the exclusive jurisdiction of the of the Superior Court of the State of New Jersey. The parties hereto hereby irrevocably and unconditionally waive, to the fullest extent permitted by Applicable Law, any objection which they may now or hereafter have to the laying of venue of any such Related Claim brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any Related Claim by the delivery of a copy thereof in accordance with the provisions of Section 10.6 (other than by email) along with a notification that service of process is being served in conformance with this Section 10.9(b). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Applicable Law.

10.10 **Waiver of Jury Trial**. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING OR RELATED CLAIM BROUGHT BY OR AGAINST IT, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS.

10.11 **Rights Cumulative**. All rights and remedies of each of the parties under this Agreement and the Related Documents will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement, the Related Documents or Applicable Law.

10.12 **Assignment**. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the parties hereto. No assignment of this Agreement or any of the rights, interests or obligations under this Agreement may be made by any party hereto at any time, whether or not by operation of law, without the prior written consent of the Seller and Purchaser, and any attempted assignment without the required consent shall be void; provided, however, that (a) Purchaser may assign (i) any of its rights or delegate any of its duties under this Agreement to any of its Affiliates, and (ii) its rights, but not its duties, under this Agreement to any of its financing sources and (b) the Seller

may assign any of its rights or delegate any of its duties under this Agreement to any successor thereto, including any liquidating trustee or other agent; provided, further, however, that, in each case, such assignment shall not release Purchaser from its obligations under this Agreement and the Seller shall have no obligation to pursue remedies against any assignee of Purchaser before proceeding against Purchaser for any breach of Purchaser's obligations hereunder.

10.13 **Specific Enforcement; Remedies**. The parties hereto agree that irreparable damage (for which monetary relief, even if available, would not be an adequate remedy) would occur in the event that any of the provisions of this Agreement were not performed by the Purchaser hereto in accordance with their specific terms or were otherwise breached. It is accordingly agreed that (i) the Seller shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction without proof of damages or otherwise and that this shall include the right of the Seller to cause Purchaser to fully perform the terms of this Agreement to the fullest extent permissible pursuant to this Agreement and Applicable Laws and to thereafter cause this Agreement and the Transactions to be consummated on the terms and subject to the conditions thereto set forth in this Agreement, and (ii) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right the Seller would not have entered into this Agreement.

10.14 **Third-Party Beneficiaries**. Except as expressly set forth herein, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the parties hereto any rights or remedies of any nature whatsoever under or by reason of this Agreement.

[*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*
SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PURCHASER:

MPP Pharma LLC

By: _____
Name: Siddharth V Patel
Title: Managing Member

SELLER:

NOSTRUM LABORATORIES, INC.

By:_____
Name:
Title:

Schedule 2.1

[SEE SCHEDULES ATTACHED]

EXHIBIT A

Bid Procedures Order

See attached.

EXHIBIT B

Form of Bill of Sale

See attached.

EXHIBIT C

Form of Sale Order

See attached.

SCHEDULES	
Schedule 2.1 – Purchased Assets	See Attached
Schedule 2.11 - Preliminary Allocation Schedule	See Attached
Schedule 3.3 – Consents Required	See Attached
Schedule 5.2(b) – Back-Up Bid	See Attached

SCHEDULE 2.1

PURCHASED ASSETS

Pending Product ANDAs

Sr. #	ANDA #	Product Name
Nostrum Laboratories, Inc. – Kansas City		
1	074404	Atenolol and Chlorthalidone
2	078149	BAC
3	076138	Ciprofloxacin
4	076486	Enalapril Maleate Hydrochlorothiazide
5	076723	Hydromorphone Hydrochloride
6	090511	Levetiracetam
7	207587	Methylphenidate Tablets
8	090427	Nabumetone
9	203600	Phendimetrazine Tartarate
10	074474	Pindolol
11	203694	Ranitidine
12	203394	Sevelamer Carbonate
13	011722	TENUATE®
14	078778	Tramadol Hydrochloride/Acetaminophen
15	200430	Venlafaxine
16	204691	Acetazolamide
17	207237	Carisoprodol
18	203243	Clarithromycin
19	090359	Mefenamic Acid
20	203832	Metformin (Fortamet)
21	207726	Niacin
22	205415	Pindolol
23	087400	Theophylline – 100 mg, 200 mg, 300 mg and 450 mg
24	040560	Theophylline – 400 mg and 600 mg
25	205468	Venlafaxine
26	203179	Calcium Acetate capsule

Material Permits

Site	State/County	License Type
KC / Ohio	Government	DEA Export
KC	Government	DEA Import
KC / Ohio	Government	DEA Analytical
KC / Ohio	Government	DEA Manufacturing
KC / Ohio	State	EPA Storm Water Permit
KC / Ohio	State	EPA Air Pollution Emissions Permit
KC / Ohio	State	Bureau of Worker's Compensation
KC / Ohio	State	Industrial Alcohol Permit
KC / Ohio	State	Department of Commerce - Boiler
KC / Ohio	County	RCRA Waste Management
KC / Ohio	County	Recycling
KC / Ohio	State	Board of Pharmacy
KC / Ohio	State	Department of Transportation Hazmat Certifications
KC	State	Bureau of Narcotics and Dangerous Goods Manufacturing
KC	State	Bureau of Narcotics and Dangerous Goods Export
KC	State	Bureau of Narcotics and Dangerous Goods Import
KC	State	Bureau of Narcotics and Dangerous Goods Business Research
KC	State	Bureau of Narcotics and Dangerous Goods Manufacturing
KC	State	Occupation Permit

Assigned Contracts

1. Real property lease dated March 30, 1990 for the Debtor's Kansas City facility (the "TAK Lease") between TAK Properties LLC as lessor and the Debtor, together with any and all amendments or extensions thereto.

2. December 9, 2024 license agreement between the Debtor and Nostrum Pharmaceuticals, LLC for the non-exclusive right to manufacture, distribute, and sell Theophylline (as approved by Order of the Court and entered on March 12, 2025 (Docket No. 301)

3. Equipment Lease between the City of Kansas City, MO as lessor and the Debtor as lessee dated as of June 1, 2021

Material Licenses

STATE	License Type	License Number

Illinois	Controlled Substance	304.007996
Iowa	Controlled Substance	2100078
Louisiana	Controlled Substance License	CDS.051033-MFR
Maryland	Controlled Substance	299107
Michigan	Controlled Substance	5315237562
Mississippi	Controlled Substance (Mfg)	CS-17438
Mississippi	Controlled Substance (WHSE)	CS-19827
Missouri	Controlled Substance	1440896265
New Mexico	Controlled Substance	CS00226693
New York	Controlled Substance	01A0325
North Carolina	Controlled Substance	NC-DHHS-1002626
Oklahoma	Controlled Substance	10005563
South Carolina	Controlled Substance	60-18184
South Dakota	Controlled Substance	68394
North Carolina	Controlled Substance	NC-DHHS-1000825
South Carolina	Controlled Substance	60-18194
Utah	Controlled Substance	10645196-8913

Equipment, Systems and Personal Property

1. Kansas City, Missouri

Qty.	Description
MAIN BUILDING	
1-	Glatt Model 120, 120-200 Kg. Stainless Steel Granulator (New 1991), with Fire Suppression System
1-	Quadro Model Comil, Conical Screen Mill
1-	Muller Model SL 150/4, Drum Lift, S/N 96-3-879 (New 1996)
1-	Fette Model 3090, Tablet Press, S/N 0948 (New 1997), with (2) Pharma Flex Deduster & Metal Detection Systems, Flexicon Hopper, Vacuum Feed System, and Donaldson Torit Dust Collection System
1-	Sotax Model HT100, Tablet Testing System, S/N 4026.011 (New 2011), with Mettler Toledo Scale
1-	Keith Machinery 30 Cu. Ft. Stainless Steel V-Type Blender, S/N 0557-B, with Intensifier Bar
1-	Quadro Model Comil, Conical Screen Mill, S/N 196-1234 (New 2004)
1-	MG2 Model G140, Continuous Motion Capsule Filling Machine, S/N 6148 (New 2006), with Max. Capacity 140 Capsules/Hour, Nilfisk 9505 Pneumatic Capsule Conveyor, (5) Vacuum Dust Collection System, Mettler Toledo MG2 Check Weigher, and EIA THS/PH21N Metal Detection System
1-	Sejong Model SWC-150, Automated Capsule Check Weigher, S/N SW-12006 (New 2013)
1-	Bohle Model PM1000, 900-Kg. Stainless Steel Container Blender, S/N 2037283001 (New 2020), with
1-	MG2 Model G140, Continuous Motion Capsule Filling Machine, S/N 6168 (New 2006), with Max. Capacity 140 Capsules/Hour, MG2 CFS Pneumatic Capsule Conveyor,(5) Vacuum Dust Collection System, Mettler Toledo MG2 Check Weigher, and Parma Flex PTGV 1200 Deduster & Metal Detection System
1-	Anritsu Model KW9002AP, Automated Capsule Check Weigher, S/N 4100066242 (New 2005)
1-	Patterson-Kelley 75 Cu. Ft. Stainless Steel V-Type Blender, S/N 254968, with Intensifier Bar
2-	Servolift 330-Lb. Drum Lifts, S/N 930542 (New 2012)
1-	Glatt Model 200, 200-300 Kg. Stainless Steel Granulator (New 1985)

1-	Quadro Model 196S Comil, Conical Screen Mill, S/N 196-0920 (New 1997), with Vacuum Feed System
1-	Sejong Model SM-600, High Speed Stainless Steel Mixer, S/N SM-18192 (New 2018), with Automatic C.I.P System and PLC Controls
1-	Fette Model 3090, Tablet Press, S/N 105 (New 1993), with (2) Pharma Tech Combi 750 Deduster & Metal Detection Systems, Flexicon Hopper, and Jet Dust Collection System
1-	Quadro Model Comil, Conical Screen Mill
1-	Sotax Model HT100, Tablet Testing System, S/N 4022.038, with Mettler Toledo Scale
6-	Vankel Model 45-1000, Friabilator Testers
1-	Fette 600-Kg. Turret Lift, S/N 7718-5H (New 2004)
1-	Patterson-Kelley 3 Cu. Ft. Stainless Steel V-Type Blender, S/N 244217, with Intensifier Bar
1-	Calmec Stainless Steel Granulator, with Comill Machine
1-	Sejong Model SM-100, High Speed Stainless Steel Mixer, S/N SM-11100 (New 2011)
1-	Patterson-Kelley 30 Cu. Ft. Stainless Steel V-Type Blender, S/N 204969, with Intensifier Bar
1-	5 Cu. Ft. Stainless Steel V-Type Blender, S/N 253897, with Intensifier Bar
1-	Patterson-Kelley 10 Cu. Ft. Stainless Steel V-Type Blender, S/N 181092, with Intensifier Bar
1-	Ohara Model LCIII, 36" Tablet Coating System, S/N 3842 (New 2007), with Donaldson Torit 8-Bag Dust Collection System
1-	Kilian Model Synthesis 300, Tablet Press, S/N 707136 (New 2005), with Romaco MTS/500 Turret Unloader
1-	IMA Model Zanasi 40F, Capsule Filling Machine, S/N 440231 (New 2011), with Comil
1-	Quadro Model 197S Comil, Conical Screen Mill, S/N 197-0123
Lot-	Pack Line 1, Consisting of: • Pace Model M300, Bottle Unscrambler, S/N 1331, with Bottle Hopper Feeder and Rubber Belt Out-feed Conveyor • Countec Model DMC-120, Fully Automatic Tablet/Capsule Counting and Filling Machine, S/N CT-24-113 (New 2010), with • 10' x 4" Rubber Type Conveyor

	• Safeline Model PowerPhase, Metal • Detector, with 10' x 4" Infeed Conveyor and 5' x 4" Outfeed Conveyor • Kalish Model 5329, Vibratory Desiccant Bowl Feeder, S/N 25 (New 1995) • CVC Model CVC1204, Fully Automatic Inline Screw Capper, S/N 09603042 (New 2007), with Cap Hopper Feeder • Enercon Model LM5022-206, Induction Sealing Machine, S/N LM5022-2060001 (New 2012) • Kalish Model 7500, Speed Control Rotary Tables (New 1995) • Countec Model CT-RT-120, Cap Retorque Machine, S/N CT-RT-042 (New 2012) • Aesus Model Deltastar/Wrap, Labeler, S/N 429070213, with Dataflex 6420 Thermal Transfer Printer • MGS Model RPP-2210, Rotary Pack N Place Inserter, S/N 6306 (New 1999), with 4' Diameter Accumulation Table • Love Shaw Case Sealer, S/N 468105833, with Roach 5' x 12" Rubber Belt Outfeed Conveyor
1-	Morse Model 520S-124, 800-Lb. Drum Lift, S/N 210768
1-	Uline Model H-2651, 2,200-Lb. Straddle Stacker, S/N 25150800212 (New 2015)
1-	Aeromatic-Fielder Model S/C-2/3, Stainless Steel Granulator, S/N 889064, with Comill Machine
1-	Vanguard Model V-1, 1 Cu. Ft. Stainless Steel V-Type Blender, S/N 0513 (New 2006)
2-	Mohawk Model MS4-5-250, Boilers, S/N 12950 (New1996)
1-	Donaldson Torit Model DF-2DF4, Dust Collector, S/N IG 350665-001
1-	Fielder 1,500-Liter High Sheer Granulator (New 1988)
1-	Aeromatic-Fielder Model T-8A, 200-600 Kg. Stainless Steel Combo Dryer Granulator, S/N 869098 (New 2008), with Vacuum Feed System
Lot-	Caleva Extrusion and Spheronization System, Consisting of: • Caleva Model 35, Extruders, S/N 354505 • Caleva Model 700, Spheronizer Machine
1-	Russell Finex Model 30510, 48" Separator, S/N FS266 (New 2009)

1-	Sotax Model HT100, Tablet Testing System, S/N 4023.051, with Mettler Toledo Scale
1-	Fette Model 3200i, Double Sided Rotary Tablet Press, S/N 290864 (New 2012), with Flexicon Hopper Feeder, (2) Pharma Tech Deduster & Metal Detecting Machines, and Donaldson Torit Dust Collection System
1-	Ohara Model 60FC, 60" Tablet Coating System, S/N3330 (New 1998), with Buffalo Air Handling System and Donaldson Torit Dust Collection System
Lot-	Pack Line 2, Consisting of: • Omega Model LFBP-1W-30/4D-ERP2-15-DFS, Bottle Unscrambler, S/N 06-J36915, with Bottle Hopper Feeder and 10' x 5" Conveyor • Cremer Model CF-1220*2, Fully Automatic Tablet/Capsule Counting and Filling Machine, S/N 19334.004 (New 2008), with Bottle Diverted and 4 Lane Interlock Type Conveyor System • Cremer Model CF-1220*2, Fully Automatic Tablet/Capsule Counting and Filling Machine, S/N 19334.005 (New 2008) • Kaps-All Model A6, 6-Spindle Automatic Capper, S/N 6885, with 10' x 5" Interlock Conveyor • Enercon Model Superseal-DX, Induction Sealing Machine, S/N LM4466-13 • Antares Vision Model VM1300_1439, Print and Check Serialzation System, S/N X02788 (New 2020) • Kaps-All Model FA6, 6 Spindle Cap Tightener Machine, S/N 5935 • Garvey 15' x 5' Accumulation Table, with Indeed And Outfeed Conveyor • WLS Model PVR-1600R, Labeler, S/N 10275, with Domino V230i Printer • Top Inserter, with Nordson ProBlue 10 Glue Machine • Antares Vision Model VM1700_010, Omnivision Station, S/N X00139 (New 2016), with 8" x 20' Outfeed Conveyor • Antares Vision Matrix Station Top View System, S/N X02345 (New 2019), with 8" x 20' Outfeed Conveyor • Little David Model LD7D/60, Case Sealer, S/N 1121257637M/60 • Zebra Model ZE500, Box Printing Station, with 4' x 8' Stainless Steel Table
1-	Atlas Copco Model ZT30FF, 40-HP Air Compressor, S/N AII 702649 (New 2003)

1-	Atlas Copco Model ZT90FF, 135-HP Air Compressor, S/N 194447 (New 2014)
2-	Superior Model 5-5-353, Boilers, S/N 15267 (New 2003)
Lot-	150 Kg/Hour Chilsonator, (New 1999), Consisting of: • 3,600-Lb/Hr Pre Grinder, with Dry Bulk Material Elevator • 3,600-Lb/Hr Main Grinder Separator • Jet Model JCDC-3, Dust Collector
1-	Cousins Model 550PUP, Stretch Wrapper, S/N 240304-550-5013
1-	15' x 30' Walk In Cooler
4-	Caron Model 7000-33-1, Floor Standing Environmental Test Chambers, S/N 7000-33-1-050
1-	Caron Model 6030, Environmental Test Chamber, S/N 101002-6616-01
1-	Atlas Copco Model ZT245-125, 60-HP Air Compressor, S/N 90-2081430-031, with 500-Gallon Tank
1-	Mac Equipment Model MAC/RO-6K-H-MT-X, Water Purification System, S/N 0084 (New 2020), with 700-Gallon Stainless Steel Tank, Associated Piping Pumps, Filters, and Controls
1-	Pro-Cut Model KMG-32, Meat Grinder, S/N K20-067312 (New 2020)
1-	Ellis Model 1600, Dual Mitering Head Band Saw, S/N 16121929
1-	Miller Model Dynasty 350, Welder Generator, S/N MC390182L (New 2012)
Lot-	Support Equipment Throughout Facility, Consisting Of: Scales, Tool Boxes, Motors, Mixers, Testers, Portable Dust Collection Systems, Sanders, Grinders, Hand Tools, Brooms, Miscellaneous Pallet Racking, Ancillary Equipment, Etc.
LAB	
Lot-	Lab Equipment Throughout Facility, Consisting of: • Fisher Scientific Fume Hood • Malvern Model Mastersizer 2000, Particle Size Analyzer, With Scirocco 2000 Dry Powder Feeder and Hydro 2000s Small Volume Wet Sample Dispersion Unit • Malvern Model Mastersizer 3000, Particle Size Analyzer, S/N MAL1243549, With Malvern Aero S Powder Dispenser • VWR Model 1400E, Vacuum Oven, S/N 05084508

	• Cole Palmer Model CPX750, Ultrasonic Processor, S/N 101381AR-04-18 • Varian Tapped Density Tester (New 2023) Koehler Model K23371, Kinematic • Viscosity Bath, S/N R02039038 Agilent Technologies Model 100, • Automated Disintegrator, S/N DL1106C744 Varian Model VK 7000, Dissolution • Tester, S/N 1-0226-0608 • Varian Model VK 8000, Dissolution Sampling Station, S/N DL0805C-182 • Burrell Scientific Model 75, Wrist Action Shaker • Agilent Technologies Model 1260 Infinity II, Liquid Chromatograph, S/N DEACX16020 Agilent Technologies Model 7890A, Gas Chromatograph • Agilent Technologies Model G1888, Network Headspace Sampler, With Agilent SPS 4 Autosampler • Agilent Technologies Model 5110 ICP-OES, Synchronous Vertical Dual View Machine • Peak Scientific Zero Air, Nitrogen and Hydrogen Air Generator • Perkin Elmer Model Aanalyst 200, Atomic Absorption Spectrometer • Labconco Model Flaskscrubber, Glassware Washer • Eberbach Model E6010.00, Fixed Speed Reciprocal Shaker, S/N 111109 • (4) Sanplatec Portable Desiccator Dehumidifiers • Gilson Model GilSonic UltraSiever, Sonic Sifter (New 2023) • Beckman Coulter Model Allegra X-12, Centrifuge (New 2023) • Binder Model ED56, Gravity Convection Oven Oven • Thermo Scientific Model Precision, Oven Thermo Scientific Model Precision, Reciprocal Shaking Bath • Fisher Scientific Isotemp Muffle Furnace • (7) Varian Model VK 7000, Dissolution Testers • (7) Varian Model VK 8000, Dissolution Sampling Stations • (7) Agilent Technologies Model 1200 Series, HPLC Systems

	• Agilent Technologies Model 1200 Infinity II, HPLC System • Agilent Technologies Model 1260 Infinity II, HPLC System • Rudolph Research Analytical Model AUTOPOL V PLUS, Automatic Polarimeter Machine • Perkin Elmer Model Spectrum Two FT-IR, Spectrometer • Agilent Technologies Model 8453, UV-Visible Spectrometer • (6) Distek Model 2100C, Dissolution Test Systems • Distek Model Evolution 4300, Dissoultion Sampler Testers • W.S. Tyler Model RX-29-E, Sieve Shaker Burrell Model 75, Wrist Action Shaker • Metrohm Model 890 Titrando, Titrator, with 803 Ti Stand and 900 Touch Control • Amerex Model SK-777, Shaker, S/N 981111019C • Anton Paar Model Multiwave Pro, Microwave Reaction System • Agilent Technologies Model G1888, Network Headspace Sampler • Agilent Technologies Model 6890N, Network GC System
1-	Power Boss Model Phoenix 30, Floor Scrubber
2-	Raymond Model 8210, 4,500-Lb. Electric Pallet Jacks, S/N 821-20-46943
1-	Raymond Model 425-C50TT, Forklift Truck, S/N 425-12-34679 (New 2012)
1-	Lift-A-Loft Model AMR40-18, Aerial Lift, S/N AMR176
1-	Raymond Model DSS 350, Forklift Truck, S/N DSS-06-06504 (New 2006)
1-	Powerboss Model ADMER32COP, Floor Sweeper, S/N 20070268
1-	Raymond Model R30-C30TT, Forklift Truck, S/N R30-04-06162 (New 2004)
1-	Raymond Model 415-C35TT, Forklift Truck, S/N 415-12-33617 (New 2012)
1-	Raymond Model 8410, Pallet Jack, S/N 841-14-18480 (New 2014)
1750 AREA	
Lot-	Pack Line 3, Consisting of:

	• Omega Model LFBP-1W-30/4D-ERP2-15-DFS, Bottle Unscrambler, S/N 06-J36915, with Bottle Hopper Feeder and 10' x 5" Conveyor • Cremer Model CF-1220*2, Fully Automatic Tablet/Capsule Counting and Filling Machine, S/N 19334.004 (New 2008), with Bottle Diverted and 4 Lane Interlock Type Conveyor System • Cremer Model CF-1220*2, Fully Automatic Tablet/Capsule Counting and Filling Machine, S/N 19334.005 (New 2008) • Kaps-All Model A6, 6-Spindle Automatic Capper, S/N 6885, with 10' x 5" Interlock Conveyor • Enercon Model Superseal-DX, Induction Sealing Machine, S/N LM4466-13 • Antares Vision Model VM1300_1439, Print and Check Serialzation System, S/N X02788 (New 2020) • Kaps-All Model FA6, 6 Spindle Cap Tightener Machine, S/N 5935 • Garvey 15' x 5' Accumulation Table, with Indeed And Outfeed Conveyo • WLS Model PVR-1600R, Labeler, S/N 10275, with Domino V230i Printer • Top Inserter, with Nordson ProBlue 10 Glue Machine • Antares Vision Model VM1700_010, Omnivision Station, S/N X00139 (New 2016), with 8" x 20' Outfeed Conveyor • Antares Vision Matrix Station Top View System, S/N X02345 (New 2019), with 8" x 20' Outfeed Conveyor • Little David Model LD7D/60, Case Sealer, S/N 1121257637M/60 • Zebra Model ZE500, Box Printing Station, with 4' x 8' Stainless Steel Table
1-	Handle IT Model SWM-SA-0800, 4,400-Lb. Semi Automatic Stretch Wrap Machine, S/N C200087M (New 2020)
1-	Fitzmill Model M5A, Comminutor Hammermill, S/N 2053
1-	MG2 Model Planeta 50, 32-Station Capsule Filling Machine, S/N 4668 (New 2011)
1-	Littleford High Sheer Granulator
1-	Glatt Model 60, 31-252 Kg. Stainless Steel Granulator (New 2020), with Fire Suppression System and Camfil Dust Collection System

1-	Caleva Model 700, Spheronizer Machine
1-	Ohara Model LC M10, Tablet Coating System, S/N 4298 (New 2016), with 0.4Kg.-10Kg. of Working Capacity and PLC Controls

Vehicles

2012 Mercedes S550	VIN # WAUBGAFC3CN012014
2018 Mercedes C300	VIN # 55SWF4KB0JU263699
2020 Mercedes GLE 350	VIN # 4JGFB4KB7LA058191
2020 Mercedes GLC300	VIN # WDC0G8EB0LF738798
2020 Lamborghini Urus	VIN # ZPBUA1ZL4LLA08020

SCHEDULE 2.11

PRELIMINARY ALLOCATION SCHEDULE

$275,000	ANDA 203179	Calcium Acetate capsule
$1,900,000	All other Purchased Assets, including other ANDAs, current R&D assets, Inventory, All Machinery, Equipment, etc included in Section 2.1	

SCHEDULE 3.3

REQUIRED CONSENTS

None, except as follows: FDA compliance regarding GDUFA fees which has two parts, facility fee and program fee (ANDAs) which needs to be complied. Seller is FDA compliant with regard to regulations. If transferring asset(s) and inventory for controlled substances, the Purchaser is required to obtain DEA approval.

SCHEDULE 5.2(b)

BACK-UP BID

1. $4,000,000 for ANDA # 074415 Sucralfate

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1

PORZIO, BROMBERG & NEWMAN, P.C.
100 Southgate Parkway
P.O. Box 1997
Morristown, New Jersey 07962
Telephone: (973) 538-4006
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(mfmedved@pbnlaw.com)

Counsel to the Official Committee of Unsecured Creditors

Order Filed on February 14, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re:	Chapter 11
NOSTRUM LABORATORIES, INC.,	Case No. 24-19611 (JKS)
Debtor.	Honorable John K. Sherwood, U.S.B.J.

ORDER GRANTING IN PART AND DENYING IN PART MOTION OF OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER AUTHORIZING THE COMMITTEE TO MARKET THE DEBTORS' ASSETS FOR SALE IN A JOINT CAPACITY WITH THE DEBTOR AND APPROVING BIDDING PROCEDURES

The relief set forth on the following pages, numbered two (2) and three (3) is hereby **ORDERED**.

DATED: February 14, 2025

Honorable John K. Sherwood
United States Bankruptcy Court

Upon the Motion[1] of The Official Committee of Unsecured Creditors (the "Committee") appointed in the chapter 11 case (the "Chapter 11 Case") of the above-captioned debtor (the "Debtor") hereby filed a motion seeking entry of an order, substantially in the form of Exhibit 1 attached hereto, authorizing the (i) Committee to oversee the marketing of the Debtor's assets for sale with the investment banker appointed in this case, Raymond James & Associates, Inc. ("Raymond James") and (ii) approving the Committee's proposed bidding procedures; and this Court having jurisdiction to consider the Motion and the relief requested herein 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409, and due and proper notice of the Motion having been provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion and the record of these chapter 11 cases establish just cause for the certain relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND, CONCLUDED AND DETERMINED THAT:

1. The Motion is denied in part and granted in part, to the extent set forth in this Order.

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[1] Capitalized terms not defined in this Order are used as defined in the Motion or Bidding Procedures, as applicable.

2. All objections to the Motion and the relief granted therein, to the extent not resolved as set forth herein or on the record at the hearing on the Motion, are hereby overruled.

3. The Committee has articulated good and sufficient reason for authorizing the relief set forth herein.

4. The Committee, Debtor's counsel, and Raymond James shall have at least two (2) calls on a weekly basis moving forward and shall additionally confer as necessary in accordance with items that need to be addressed within these Bidding Procedures in order to timely meet milestones in the sales process.

5. Subject to the consultation and other rights of Citizens Bank, N.A. ("Citizens") as provided for herein and in the Cash Collateral Order (hereinafter defined), the Debtor, the Debtor's management team and their employees and advisors, including Raymond James, are authorized and directed to promptly comply with any reasonable requests by the Committee for nonprivileged information in accordance with the Bidding Procedures which shall be provided to the Committee as soon as feasibly possible. The Committee shall share the responses to such requests with Citizens promptly after receipt.

6. The bidding procedures annexed hereto (the "Bidding Procedures") are fair, reasonable, and appropriate under the circumstances and designed to maximize recovery on, and realizable value of, the Assets, as determined by Debtor in the exercise of its business judgment, in consultation with Citizens and the Committee (collectively, the "Consultation Parties"), and the Bidding Procedures are hereby approved and, together with the Cash

Collateral Order entered on December 11, 2024 (Dkt. 186, the "Cash Collateral Order"), shall govern the Debtor's sales process on a going forward basis.

7. In accordance with the Bidding Procedures, in the event there is a dispute between the Debtor and the Committee regarding an action in the sales process, either party shall file a letter with the Court on the docket of this Case requesting a telephonic status conference with the Court (that may be attended by any party in interest of this case) by which the Court, upon receipt of such request, shall issue a time and date for the telephonic status conference whereby the Court will provide direction on how the dispute shall be resolved (the "Dispute Process").

8. For the avoidance of doubt, although the Committee is being provided access to information and increased visibility in the Debtor's sales process, the sale contemplated by the Bidding Procedures is subject to Citizens' reasonable approval as more fully set forth in the Cash Collateral Order. As such, Citizens shall have consultation rights on each material decision made in connection with the sale process, and Citizens will have an opportunity to weigh in on any dispute between the Debtor and the Committee during the Dispute Process, and may avail itself of the Dispute Process in the event there is a dispute between Citizens and the Debtor and/or the Committee regarding the sales process.

9. The Bidding Procedures may be amended as reasonably determined to be necessary without Court approval but subject to Citizens being consulted on any proposed changes to the Bidding Procedures; provided, however, that absent court approval or Citizens' consent, the Bidding Procedures may not be amended in a manner inconsistent with the Cash Collateral

Order. In the event a dispute arises between or among the Committee, the Debtor and/or Citizens on a modification to the Bidding Procedures, the Dispute Process shall apply.

10. The Debtor is authorized to conduct the sale of the Debtor's assets without the necessity of complying with any state or local bulk transfer laws or requirements.

11. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Order shall not diminish or impair the effectiveness or enforceability of such a provision.

12. Nothing in this Order or the Bidding Procedures shall require the Committee or governing body of the Debtor to take any action or refrain from taking any action with respect to the Bidding Procedures if the Committee or the Debtor reasonably determines in good faith, after consultation with their counsel, that taking such action, or refraining from taking such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

13. The Committee is authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion and the Bidding Procedures.

14. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, including, but not limited to, any matter, claim or dispute arising from or relating to the Bidding Procedures.

15. Notwithstanding anything in this order to the contrary, all of the Debtor's rights under the Bankruptcy Code, including but not limited to 11 U.S.C. §§ 363 and 1107, are fully reserved, vest exclusively in the Debtor, and the Debtor may seek relief from the Court if

the Debtor determines the effects of this Order and/or the Bidding Procedures are impeding such rights.

BIDDING PROCEDURES

On September 30, 2024 (the "Petition Date"), the Debtor filed for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") initiating this bankruptcy proceeding [Docket No. 1].

The Bidding Procedures set forth the process by which the Debtor, and in consultation with the Consultation Parties, is authorized to solicit the highest or otherwise better bid for the Debtor's assets culminating in an auction (the "Auction") if competing Qualified Bids (as defined below) are received. The Sale is contemplated to be implemented pursuant to the terms and conditions of either (a) the Stalking Horse Bid (defined below), as applicable, or (b) such other applicable asset purchase agreement upon receipt of a Successful Bid (as defined below) that the Debtor, in consultation with the Consultation Parties, determines in its business judgment is the best or highest bid in accordance with these Bidding Procedures.

Summary of Key Dates Established by Bid Procedures

Date[2]	Event
February 21, 2025	Deadline to File and Serve Notice of Sale and Cure Notice
March 11, 2025	Designation of Stalking Horse Bidder(s) and Execution of Stalking Horse Agreement(s)[3]

[2] All times are prevailing Eastern time. The Debtor, after consultation with the Consultation Parties, may extend the deadlines set forth herein.

[3] Subject to consultation with the Consultation Parties (as defined below).

Date[2]	Event
Per Court Scheduling Order	Deadline to File and Serve Stalking Horse Objections
March 14, 2025 at 5:00 p.m.	Deadline to file Motion to Approve Sale
March 14, 2025 at 5:00 p.m.	Deadline to File and Serve Cure/Assumption Objection
March 24, 2025 at 5:00 p.m.	Deadline to Submit Qualified Bids
March 26, 2025 at 5:00 p.m.	Deadline to Designate Qualified Bids
March 28, 2025 at 5:00 p.m.	Deadline to Select Highest and Best Bid and File Auction Notice
March 28, 2025 at 5:00 p.m.	Deadline to File and Serve Sale Objection, other than Adequate Assurance
April 1, 2025 at 10:00 a.m.	Sale Auction(s)
April 3, 2025 at 10:00 a.m.	Deadline to File Notice of Successful Bidder(s) and Back-Up Bidder(s)
April 7, 2025 at 12:00 p.m.	Adequate Assurance Objection Deadline
April 8, 2025 at 10:00 a.m.	Sale Hearing
April 18, 2025	Deadline to Close Transaction(s)

1. Submissions to the Debtor

All submissions to the Debtor required to be made under these Bidding Procedures shall be directed to each of the following persons via email unless otherwise provided (the "Notice Parties"):

A. Debtor's President/CEO: Dr. Nirmal Mulye, nirmal@nostrumpharma.com
B. Debtor's Counsel: Timothy P. Neumann, Esq., timothy.neumann25@gmail.com
C. Debtor's Investment Banker: Raymond James & Associates, Inc., 320 Park Avenue, New York, NY 10022, Attn: Simon Wein, simon.wein@raymondjames.com; Geoffrey Richards, geoffrey.richards@raymondjames.com
D. Counsel to Citizens Bank, N.A.: Julie M. Murphy, Stradley Ronon Stevens & Young, LLP, 457 Haddonfield Rd., Suite 100, Cherry Hill, NJ 08002 (Attn: Julie M. Murphy, jmmurphy@stradley.com)
E. Counsel to the Committee: Porzio, Bromberg & Newman P.C, 100 Southgate Parkway, Morristown, NJ 07960 (Attn. Robert M. Schechter, Esq., RMSchechter@pbnlaw.com)

2. Participation Requirement.

Any person or entity that wishes to participate in the bidding process for the Assets (each, a "Potential Bidder") must first become a "Qualifying Bidder" in the reasonable discretion of the Debtor, in consultation with Consultation Parties. In order to become a Qualifying Bidder, a Potential Bidder must submit to the Notice Parties the following (collectively, the "Qualification Documents"):

(a) documentation identifying the interested party, its principals, and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated transaction; and

(b) an executed nondisclosure or confidentiality agreement ("NDA") in form and substance reasonably satisfactory to the Debtor.

For the avoidance of doubt those parties that have already been given access to the data room by Raymond James Associates, Inc. "Raymond James" will be deemed to have the above requirements waived for purposes of accessing the data room established for this process but will need to supply the documentation and provide an NDA in order to become a Qualifying Bidder.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtor and the Committee regarding the ability of such Potential Bidder to consummate its contemplated transaction.

The Debtor shall provide regular updates to the Consultation Parties on Potential Bidders and shall specifically identify any Potential Bidder who did not qualify to be a Qualifying Bidder and the Debtor's basis for such determination.

3. Bankruptcy Court Jurisdiction

Any Potential Bidders and Qualifying Bidders shall: (a) be deemed to have waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any actions or proceedings arising from or relating the Bidding Procedures, the Sale, the Auction and the construction and enforcement of the contemplated transaction

documents of such parties, (b) bring any such action or proceeding in the Court, and (c) be deemed to have consented to the Court entering a final judgment determining any such action or proceeding and that such final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

4. Due Diligence

Raymond James shall provide any Qualifying Bidder with reasonable access to the Data Room and any other additional information that the Debtor believe to be reasonable and appropriate under the circumstances. All additional due diligence requests shall be directed to Raymond James: Attn: Simon Wein, simon.wein@raymondjames.com; Geoffrey Richards, geoffrey.richards@raymondjames.com.

Upon receipt of any additional due diligence requests, the Debtor and Raymond James shall make an informed decision on such additional due diligence requests. The due diligence period shall extend through and including the Bid Deadline. The Debtor, reserves the right, in its reasonable discretion, and in consultation with the Consultation Parties, to withhold or limit access to any due diligence information.

Notwithstanding anything to the contrary in these Bidding Procedures, no Potential Bidder or Qualifying Bidder shall communicate with any other Potential Bidder or Qualifying Bidder absent prior written consent from Raymond James.

5. Bid Requirements

(i) In the event that it believes it will be beneficial, the Debtor, in consultation with the Consultation Parties, may select a bid that may or may not include certain incentives or protections if such bid is received on or prior to March 11, 2025 (the "Stalking Horse Bid").

(ii) To be deemed a "Qualified Bid," a bid must be received from a Qualifying Bidder on or before the Bid Deadline and satisfy each of the following requirements (each, a "Bid Requirement"):

(a) be in writing;

(b) fully disclose the identity and equity ownership of the Qualifying Bidder and provide the contact information of the specific person(s) who may be contacted in the event of any questions or discussing the bid submitted by the Qualifying Bidder;

(c) set forth the purchase price to be paid by such Qualifying Bidder;

(d) specify the form of payment (cash is strongly preferred);

(e) state the liabilities proposed to be paid or assumed by such Qualifying Bidder;

(f) specify the Assets that are included in the bid and state that such Qualifying Bidder offers to (i) purchase the Assets, or a number or combination of the Assets, and (ii) assume liabilities;

(g) be accompanied by an asset purchase agreement (a "Modified Agreement") marked to reflect any variations from the asset purchase agreement filed in this case and provided to each Qualifying Bidder (the "Asset Purchase Agreement");

(h) state that such Qualifying Bidder's offer is formal, binding and unconditional and is irrevocable until two (2) business days after the closing of the Sale;

(i) state that such Qualifying Bidder is financially capable of consummating the transactions contemplated by the Modified Agreement and provide sufficient information, as determined by the Debtor, in consultation with the Consultation Parties, demonstrating that the interested party (x) has, or can obtain, the financial wherewithal and any required internal corporate, legal or other authorizations to close a sale transaction, including, but not limited to, current audited financial statements of the interested party (or such other form of financial disclosure acceptable to the Debtor in its discretion, in consultation with the Consultation Parties), and (y) can provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to such bidder, pursuant to section 365 of the Bankruptcy Code, in connection with the Sale;

(j) identify with particularity each and every executory contract and unexpired lease the assumption and assignment of which is a condition to close the transactions contemplated by the Modified Agreement;

(k) a commitment to close the transactions contemplated by the Modified Agreement by no later than April 18, 2025;

(l) not request or entitle such Qualifying Bidder to any break-up fee, termination fee, expense reimbursement or similar type of fee or payment (unless the bidder is a Stalking Horse Bidder);

(m) not contain any contingencies of any kind, including, without limitation, contingencies related to financing, internal approval or due diligence;

(n) contain written evidence satisfactory to the Debtor, in consultation with the Consultation Parties, that the Qualifying Bidder has a commitment for financing or other evidence of the ability to close the transactions contemplated by the Modified Agreement, with appropriate contact information for such financing sources;

(o) contain a written acknowledgement and representation that the Qualifying Bidder (i) has had an opportunity to conduct any and all due diligence regarding the Assets, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and other information in making its Qualified Bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any documents or other information provided in connection with the Bidding Procedures and the Sale;

(p) sets forth any regulatory and third-party approval required for the Qualifying Bidder to close the transactions contemplated by the Modified Agreement, and the time period within which the Qualifying Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than five (5) days following execution and delivery of such Qualifying Bidder's Modified Agreement, those actions the bidder will take to ensure receipt of such approval(s) as promptly as possible); provided that a Qualifying Bidder agrees that its legal counsel will coordinate in good faith with the Debtor's and the Consultation Parties' legal counsel to discuss and explain Qualifying Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Modified Agreement; provided, further that the offer contains a covenant to cooperate with the Debtor and the Consultation Parties to provide pertinent factual information regarding the Qualifying Bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;

(q) provides for the Qualifying Bidder to serve as a backup bidder (the "Back-Up Bidder") if the Qualifying Bidder's bid is the next highest and best bid (the "Back-Up Bid") after the Successful Bid, in accordance with the terms of the Modified Agreement;

(r) includes written evidence of authorization and approval from the Qualifying Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Modified Agreement;

(s) include a representation that the Qualifying Bidder (i) has acted in good faith and (ii) has not and will not engage in any collusion with respect to the bidding;

(t) provides a good faith cash deposit (the "Deposit") in an amount equal to ten percent (10%) of the purchase price provided for in the Modified Agreement (or such additional amount as may be determined by the Debtor, in its reasonable discretion, and in consultation with the Consultation Parties); and

(u) provides that the Deposit shall be forfeited to the estates in the event of the Qualifying Bidder's breach of, or failure to perform under, the Modified Agreement, without prejudice to any and all other rights and remedies of the Debtor and the Committee.

A bid from a Qualifying Bidder satisfying all of the above requirements, as determined by the Debtor, in consultation with the Consultation Parties, shall constitute a Qualified Bid. The Debtor reserves the right to work with any Qualifying Bidder in advance of the Auction to cure any deficiencies in a bid that is not initially deemed a Qualified Bid.

Notwithstanding anything herein to the contrary, the value any Prospective Bidder or Qualifying Bidder assigns to any particular Asset and the allocation of purchase price pursuant to Sections 5(c) or (d) shall be for information purposes only and such allocation of value shall not be binding on the Debtor or otherwise govern the ultimate allocation of purchase price.

For avoidance of doubt, and subject to section 14 below, Citizens shall be entitled to credit bid any portion of its secured obligations pursuant to Section 363(k) of the Bankruptcy Code with respect to any Assets on which it holds liens. Any such credit bid shall be deemed a Qualified Bid and may be submitted at any time prior to or at the Auction.

Each Qualifying Bidder submitting a bid shall be deemed to: (a) acknowledge and represent that it is bound by all of the terms and conditions of the Bidding Procedures; and (b) have waived the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its bid, the Bidding Procedures, and the Sale.

(iii) **Stalking Horse Bidder**

The Debtor may, pursuant to these Bidding Procedures, after consultation with the Consultation Parties, (i) designate one or more Qualifying Bidders that submit a Qualified Bid for all or any portion of the Assets a stalking horse bidder (the "Stalking Horse Bidder"), whose Qualified Bid shall serve as the stalking horse bid ("Stalking Horse Bid"), and (ii) execute, subject to higher or otherwise better offers, one or more purchase agreements memorializing the proposed transaction set forth in the Stalking Horse Bid (a "Stalking Horse Agreement"), which may include: (x) a break-up fee of no more than 3.0% of the total cash consideration payable under such Stalking Horse Agreement (the "Break-Up Fee") plus (y) an expense reimbursement for the Stalking Horse Bidder's actual out-of-pocket costs not to exceed 5.0% of the total cash consideration offered in such Stalking Horse Bid when combined with the Break-Up fee (the "Expense Reimbursement" and, together with the Break-Up Fee, the "Bid Protections") (*i.e.*, the combined Break-Up Fee and Expense Reimbursement together shall not exceed 5% of the total cash consideration); *provided, however*, that if at such time Citizens has provided a Credit Bid (as defined below) to be a Stalking Horse Bidder, Citizens shall not be eligible for a Break-Up Fee or an Expense Reimbursement. For the avoidance of doubt, to the extent the Debtor designates more than one Stalking Horse Bidder pursuant to these Bid Procedures, no two Stalking Horse Bidders will be designated with respect to any of the same Assets; provided, however, if there if two

Potential Bidders submit offers that have overlap, the Debtor and its advisors shall work to fairly allocate the Break-Up Fee accordingly.

To the extent the Debtor, consistent with these Bid Procedures, determines to offer Bid Protections to any Stalking Horse Bidder, the Debtor shall disclose such Bid Protections in a corresponding notice designating such Stalking Horse Bidder (the "Stalking Horse Notice") to be filed with the Court not later than March 14, 2025 (the "Stalking Horse Deadline")and promptly seek Court approval on expedited notice. A Stalking Horse Notice, if filed, shall also include (a) a copy of the Stalking Horse Agreement; (b) an appropriate declaration in support of the proposed Bid Protections (the "Bid Protections Declaration"); and (c) a proposed form of order approving the Bid Protections (the "Stalking Horse Order"). Any objection to (i) the Bid Protections set forth in the Stalking Horse Notice, or (ii) the form of Stalking Horse Order (a "Stalking Horse Objection"), shall be filed in accordance with the order scheduling the hearing on the Stalking Horse Notice.

6. Bid Deadline

A Qualifying Bidder, other than the Stalking Horse Bidder, if any, that desires to make a bid shall deliver a written and electronic copy of its bid in both PDF and MS-WORD format to the Debtor and Committee as to be received on or before March 24, 2025 at 5:00 p.m. (ET) (the "**Bid Deadline**"); provided that the Debtor may extend the Bid Deadline with the consent of Citizens without further order of the Court. Any party that does not submit a bid by the Bid Deadline will not be allowed to (a) submit any offer after the Bid Deadline, or (b) participate in the Auction.

7. Evaluation of Qualified Bids

The Debtor will deliver, within one (1) business day after receipt thereof, copies of all bids from Qualifying Bidders to the Consultation Parties and the U.S. Trustee.[4]

The Debtor, in consultation with the Consultation Parties, shall make a determination regarding whether a timely submitted bid from a Qualifying Bidder is a Qualified Bid.

No later than March 26, 2025, the Debtor shall: (i) notify all Qualifying Bidders whether their bids have been determined to be a Qualified Bid; and (ii) in consultation with Citizens and the Committee, no later than March 28, 2025 determine which of the Qualified Bids, at such time, is the highest or best bid for purposes of constituting the opening bid of the Auction (the "Baseline Bid") and the Qualifying Bidder submitting the Baseline Bid (the "Baseline Bidder"). The Debtor shall promptly notify the Stalking Horse Bidder, if any, and all Qualifying Bidders with Qualified Bids of the Baseline Bid.

8. No Qualified Bids

[4] Citizens should get copies as delivered

If no timely Qualified Bids other than the Stalking Horse Bid, if any, are submitted on or before the Bid Deadline, the Auction shall be canceled and Court approval of the Stalking Horse Bid, if any, and the transactions contemplated thereunder, shall be requested at the Sale Hearing.

9. Auction

If the Debtor receives two or more timely Qualified Bids (including the Stalking Horse Bid, if any), then the Debtor shall conduct the Auction. For the avoidance of doubt, if there are timely Qualified Bids submitted other than the Stalking Horse Bid, if any, the Stalking Horse Bidder, if any, will participate in the Auction. Following the Auction, the Debtor will determine, in consultation with the Consultation Parties, which Qualified Bid is the highest or best bid for the Assets, which will be determined by considering, among other things, the following non-binding factors: (a) the number, type and nature of any changes to the Asset Purchase Agreement requested by each bidder; (b) the extent to which such modifications are likely to delay closing of the Sale and the costs to the estates of such modifications or delay; (c) the total consideration to be received by the estates; (d) the transaction structure and execution risk, including conditions to, timing of and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approval; (e) the net benefit to the Debtor's estates; and (f) any other factors the Debtor, in consultation with the Consultation Parties may reasonably deem relevant.

Subject to Citizens' consent, the Debtor, in consultation with the Consultation Parties, is authorized to move the date of the Auction, as well as any and all other pertinent dates in the sales process without authorization of the Court.

The Auction shall be governed by the following procedures:

(a) the Auction shall be held on April 1, 2025 at 10:00 AM at the offices of Raymond James & Associates., Inc., 320 Park Avenue, New York, NY 10022.

(b) only the Qualifying Bidders with Qualified Bids (the "Auction Bidders"), shall be entitled to make any subsequent bids at the Auction;

(c) each Auction Bidder must attend the Auction, either on its own behalf or through a duly authorized representative with power to bind such Auction Bidder at the Auction;

(d) only the Committee, the Auction Bidders, the Debtor, the U.S. Trustee, Citizens, and all other creditors of the Debtors, together with the professional advisors to each of the foregoing parties, may attend the Auction; provided that any such creditors (other than Citizens) must provide counsel for the Debtor three (3) days' prior written notice of their intent to attend the Auction, including the name, title, contact information, and affiliation of any individual attending on behalf of such creditor; provided that any such creditors (other than Citizens) may only attend the Auction to observe the proceedings and shall not be entitled to participate, communicate with any bidder, disseminate information regarding the Auction to

third parties during the Auction, or object; For the avoidance of doubt, a representative from the Office of the United States Trustee shall be permitted to attend the Auction;

(e) the Debtor, in consultation with the Consultation Parties, shall direct and preside over the Auction, which shall be transcribed;

(0 the Auction Bidders shall confirm on the record that they have not engaged in any collusion with respect to their bid, the Bidding Procedures, the Auction or the Sale;

(g) bidding shall commence at the amount of the Baseline Bid, and subsequently continue in minimum increments of at least $150,000 (each, an "Overbid"), provided that: (i) each Overbid must be a Qualified Bid; and (ii) the Debtor, in consultation with the Consultation Parties, shall retain the right to modify the bid increment requirements at the Auction;

(h) any Overbid must remain open and binding on the Qualifying Bidder until and unless (i) the Debtor recognize a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Back-Up Bid;

(i) the Auction may include separate discussions or negotiations with any of the Auction Bidders, but all bids shall be made on the record and in the presence of the Auction Bidders;

(j) all material terms of the bid that is deemed to be the highest or otherwise best bid for each round of bidding shall be fully disclosed to the Auction Bidders, and the Debtor, the Committee and its advisors shall use reasonable efforts to clarify any and all questions that the Auction Bidders may have regarding the Debtor's announcement of the then-current highest and best bid;

(k) the Debtor, in consultation with the Consultation Parties, may employ and announce at the Auction additional or modified procedural rules that are reasonable under the circumstances *(e.g.,* the amount of time allotted to make subsequent bids) for conducting the Auction, provided that such rules are (i) not materially inconsistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or any applicable order entered in connection with the Chapter 11 Cases, including, without limitation, the Bidding Procedures Order, and (ii) disclosed to the Auction Bidders;

(l) each Auction Bidder shall (i) be deemed to waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any actions or proceedings arising from or relating to the Bidding Procedures, the Sale, the Auction and the construction and enforcement of the contemplated transaction documents of the Auction Bidders, (ii) bring any such

action or proceeding in the Court, and (iii) be deemed to have consented to the Court entering a final judgment determining any such action or proceeding and that such final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law;

(m) the Auction Bidder shall have the right to make additional modifications to the Modified Agreement in conjunction with each Qualified Bid submitted in each round of bidding during the Auction, provided that (i) any such modifications on an aggregate basis and viewed in whole, shall not, in the Debtor's discretion, in consultation with the Consultation Parties, be less favorable to the Debtor's estate than the terms of the Asset Purchase Agreement or Stalking Horse Agreement, as applicable, and (ii) each Qualified Bid shall constitute an irrevocable offer and shall be binding on the Auction Bidder submitting such bid until such party shall have submitted a subsequent Qualified Bid at the Auction or the conclusion of the Sale Hearing, whichever occurs sooner, unless such bid is selected as the Successful Bid or the Back-Up Bid, which shall remain binding as provided for herein;

(n) the Debtor, in consultation with the Consultation Parties, shall have the right to request any additional financial information that will allow a reasonable determination to be made as to an Auction Bidder's financial or other capabilities to consummate the transactions contemplated by the Modified Agreement as may be amended during the Auction, and any further information reasonably necessary to clarify and evaluate any bid made by an Auction Bidder during the Auction;

(o) upon the conclusion of the Auction, the Debtor, in consultation with the Consultation Parties, shall determine subject to Court approval, the offer or offers for the Assets that is or are the highest or otherwise best among the Qualified Bids submitted at the Auction (the "Successful Bid(s)"). In making this decision, the Debtor may consider, among other things, the amount of the purchase price, the likelihood of the bidder's ability to close a transaction and the timing thereof, the number, type and nature of any changes to the Asset Purchase Agreement requested by each bidder, and the net benefit to the Debtor's estate. The bidder(s) submitting such Successful Bid(s) shall become the "Successful Bidder(s)", and shall have such rights and responsibilities of the purchaser as set forth in the applicable Modified Agreement(s). The Debtor, in consultation with the Consultation Parties, may designate one or more Back-Up Bid(s) (and the corresponding Back-Up Bidders(s)) to purchase the Assets in the event that the Successful Bidder(s) do not close the Sale(s); and

(n) prior to the Sale Hearing, the Successful Bidder(s) and any Back-Up Bidder(s) shall complete and execute all agreements, contracts, instruments and other

documents evidencing and containing the terms and conditions upon which the Successful Bid was made.

THE SUCCESSFUL BID(S) AND ANY BACK-UP BID(S) SHALL CONSTITUTE AN IRREVOCABLE OFFER AND BE BINDING ON THE SUCCESSFUL BIDDER(S) AND THE BACK-UP BIDDER(S), RESPECTIVELY, FROM THE TIME THE BID IS SUBMITTED UNTIL TWO (2) BUSINESS DAYS AFTER THE SALE HAS CLOSED. EACH QUALIFIED BID THAT IS NOT DESIGNATED A SUCCESSFUL BID OR BACK-UP BID SHALL BE DEEMED WITHDRAWN AND TERMINATED AT THE CONCLUSION OF THE SALE HEARING.

10. Contract Procedures

No later than February 21, 2025, the Debtor shall file and serve on all counterparties (the "Counterparties") to its executory contracts and unexpired leases (the "Contracts") a notice (the "Cure Notice") of (a) the potential assumption by the Debtor and assignment to the Successful Bidder(s) of the Contracts in accordance with these Bidding Procedures, and (b) the proposed amount necessary, under section 365(b)(1) of the Bankruptcy Code, to cure any outstanding monetary defaults (the "Proposed Cure Amount").

Each Counterparty shall have until the earlier to occur of (x) 5:00 p.m. (prevailing Eastern time) on March 14, 2025, and (y) the Sale Hearing (the "**Contract Objection Deadline**") to object to the assumption and assignment of its Contract on any grounds, including, without limitation, the amount of the Proposed Cure Amount, but excluding any objection as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code or on the basis of the identity of the Successful Bidder. Any such unresolved objections shall be heard at the Sale Hearing, unless otherwise agreed by the parties.

Each Counterparty may raise objections as to adequate assurance of future performance or on the basis of the identity of the Successful Bidder ("**Buyer Specific Objection**") at noon Eastern Time on April 7, 2025 (the "**Buyer Specific Objection Deadline**"). Any such objection must be filed and served on the Debtor, the Committee, Citizens, the applicable Successful Bidder and the U.S. Trustee, and their respective counsel, so as to be actually received by the Buyer Specific Objection Deadline. Any such unresolved objections shall be heard at the Sale Hearing, unless otherwise agreed by the parties.

Date[5]	Event
February 21, 2025	Deadline to File and Serve Cure Notice
March 14, 2025 at 5:00 p.m.	Contract Objection Deadline
April 7, 2025 at 12:00 p.m.	Buyer Specific Objection Deadline

11. Sale Hearing

[5] All times are prevailing Eastern time.

The Successful Bid(s), any Back-Up Bid(s) (or if no Qualified Bid other than the Stalking Horse Bid is received, then the Stalking Horse Bid as the Successful Bid) , and any incentive or bid protection offered to any bidder, will be subject to approval by the Court. The Sale Hearing to approve the Successful Bid(s) and any Back-Up Bid(s) shall take place on or before April 8, 2025, subject to Court availability. With Citizens' and the Committee's consent, the Sale Hearing may be adjourned by the Debtor from time to time without further notice to creditors, except Citizens, or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing, or by filing a hearing agenda or notice on the docket of the Chapter 11 Cases. For the avoidance of doubt, Court approval shall be required to adjourn the Sale Hearing without Citizens' consent.

12. Backup Bidder

Notwithstanding any of the foregoing, in the event that Successful Bidder fails to close the Sale prior to fourteen (14) days after the completion of the Auction (or such date as may be extended by the Debtor with Citizens' consent), the Back-Up Bid will be deemed to be the Successful Bid, the Back-Up Bidder will be deemed to be the Successful Bidder, and the Debtor shall be authorized and directed to close the Sale to the Back-Up Bidder subject to the terms of the Back-Up Bid without the need for further order of the Court and without the need for further notice to any interested parties other than a general notice field on the docket to reflect the Back-Up Bidder became the Successful Bidder.

13. Return of Deposits

All Deposits shall be returned to each bidder not selected by the Debtor, in consultation with the Consultation Parties no later than five (5) business days following the closing of the Sale. The deposit of the Successful Bidder or, if the Sale is closed with the Back-Up Bidder, the deposit of the Back-Up Bidder, shall be applied to the purchase price for the Sale. If the Successful Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then the Back-Up Bidder) fails to consummate the Sale because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the Modified Agreement the Debtor's estates shall be entitled to retain the Deposit of the Successful Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then the Back-Up Bidder) as part of the damages resulting to the Debtor and its estate for such breach or failure to perform unless otherwise ordered by this Court. For the avoidance of doubt, the retention of a Deposit shall not constitute a waiver of the Debtor's estates' equitable rights relating to a Successful Bidder's or Back-Up Bidder's breach or failure to close and all such rights and remedies are preserved.

14. Consultation Parties

The term "**Consultation Parties**" as used in these Bidding Procedures shall mean, unless such party has submitted a bid for Assets, Citizens Bank and the Creditors Committee. For the avoidance of doubt, any consultation rights provided to the Consultation Parties by these Bidding Procedures shall not limit the Debtor's discretion in any way and shall not include the right to veto

any decision made by the Debtor in the exercise of its business judgment. In the event that any Consultation Party or an affiliate of any of the foregoing submits a bid, including a credit bid, in the sales process, any obligation of the Debtor to consult with the bidding party established under these Bidding Procedures will be waived, discharged and released without further action, until such party advises the Debtor that they are irrevocably withdrawing such bid in the sale process at which time such party's consultation rights will be reinstated; provided that the bidding party will have the same rights as any other Qualifying Bidder set forth above.