IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TELIGENT, INC., *et al.*,[1]	Case No. 21-11332 (BLS)
Debtors.	(Jointly Administered)
	Ref. Docket Nos. 209 & 290

ORDER AUTHORIZING (I) THE SALE OF THE BUENA, NEW JERSEY ASSETS OF THE DEBTORS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (II) THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE LEITERS PURCHASE AGREEMENT AND RELATED DOCUMENTS, (III) THE DEBTORS TO ASSUME AND ASSIGN CERTAIN CONTRACTS AND UNEXPIRED LEASES, (IV) WAIVER OF THE STAY PERIODS UNDER BANKRUPTCY RULES 6004(h) AND 6006(d), AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors, pursuant to sections 105(a), 363, 364(c)(1) 365, and 503 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), for the entry of an order (this "Order") authorizing and approving (a) the sale (the "Sale") pursuant to that certain Asset Purchase Agreement, dated as of November 24, 2021, attached hereto as **Exhibit A** (the "Leiters Purchase Agreement"), between the Debtors and Leiters, Inc. (collectively with any Designated Purchaser (as defined in the Leiters Purchase Agreement), the "Purchaser") free and clear of all liens claims, interests, and encumbrances

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Teligent, Inc. (5758); Igen, Inc. (7443); Teligent Pharma, Inc. (1639); and TELIP LLC (8395). The Debtors' mailing address is: c/o Portage Point Partners LLC, 300 North LaSalle Drive, #1420, Chicago, Illinois 60654.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion and the Leiters Purchase Agreement (as defined below), unless otherwise indicated herein.

(except any permitted liens and encumbrances), (b) approving the assumption and assignment of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code in connection with the Sale, and (c) granting related relief; and the Court having entered on December 15, 2021 that certain *Order (I) Approving Bid Procedures In Connection with the Sale of Substantially All of the Debtors' Assets (II) Approving Form and Manner of Notice, (III) Scheduling Auction Sale Hearing; (IV) Authorizing Procedures Governing Assumption and Assignment of Contracts and Unexpired Leases; and (V) Granting Related Relief* [Docket No. 290] (the "Bidding Procedures Order"); and the Debtors, after an extensive marketing and sale process and acting in accordance with the bidding procedures approved by the Bidding Procedures Order, having determined that the highest or otherwise best offer for the Acquired Assets (as defined in the Leiters Purchase Agreement was made by the Purchaser pursuant to the Leiters Purchase Agreement; and the Court having conducted a hearing on the Motion commencing on January 18, 2022 (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, the Leiters Purchase Agreement, the Bidding Procedures Order; and the appearance of all interested parties and all responses and objections to the Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and upon all of the proceedings held before the Court; and all objections and responses to the relief requested in the Motion having been heard and overruled, withdrawn, or resolved on the terms set forth in this Order; and it appearing that due notice of the Motion, the Sale Hearing, the Leiters Purchase Agreement, the purchase and sale of the Acquired Assets pursuant to the terms of the Leiters Purchase Agreement (the "Leiters Transaction"), and the Bidding Procedures Order has

been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon, it is hereby:

FOUND AND CONCLUDED THAT:[3]

Findings of Fact, Conclusions of Law, Jurisdiction, Venue, and Final Order

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014.

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

C. This Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, and to the extent necessary under

[3] All findings of fact and conclusions of law announced by the Bankruptcy Court at the Sale Hearing in relation to the Motion are hereby incorporated to the extent not inconsistent herewith.

Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein which shall not be subject to any stay.

Notice of the Leiters Transaction, Leiters Purchase Agreement, Sale Hearing, Bid Deadline, and Cure Amounts

E. As evidenced by the affidavits or declarations of service and publication previously filed with this Court, [Docket Nos. 245, 323, 354 & 355], proper, timely, adequate, and sufficient notice of the Motion, the Bid Deadline (as defined below), the Sale Hearing, the Leiters Purchase Agreement, and the Leiters Transaction has been provided in accordance with sections 102(1), 363, 364, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014 and Local Rules 2002-1 and 6004-1. The Debtors have complied with all obligations to provide notice of the Motion, the Bid Deadline, the Sale Hearing, the Leiters Purchase Agreement, and the Leiters Transaction as required by the Bidding Procedures Order. The aforementioned notices are good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bid Deadline, the Sale Hearing, the Leiters Purchase Agreement, or the Leiters Transaction is required for the entry of this Order.

F. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

G. In accordance with the Bidding Procedures Order, and as evidenced by the affidavits or declarations of service and publication previously filed with this Court [Docket No. 329], on December 20, 2021, the Debtors filed and have served the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 307] (the "Cure Notice") regarding the potential assumption and assignment of certain of the Assumed

Contracts and of the amount necessary to cure any defaults pursuant to section 365(b) of the Bankruptcy Code (all such amounts in connection with any Assumed Contract, the "Cure Amounts") upon the non-Debtor counterparties to the Assumed Contracts. The service and provision of the Cure Notice was good, sufficient, and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assumed Contracts, including with respect to adequate assurance of future performance or establishing a Cure Amount for the respective Assumed Contracts. All non-Debtor counterparties to each Assumed Contract set forth in the Cure Notice have had an adequate opportunity to object to assumption and assignment of the applicable Assumed Contract and the Cure Amount set forth in the Cure Notice, including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, the Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the assumption and assignment to the Purchaser of any Assumed Contract (a "Contract Objection") has expired, and to the extent any such entity timely filed a Contract Objection, all such Contract Objections have been resolved, withdrawn or overruled. To the extent that any such party did not timely file a Contract Objection by the Contract Objection deadline, such party shall be deemed to have consented to (i) the assumption and assignment of the Assumed Contract and (ii) the proposed Cure Amount set forth on the Contract Notice.

H. This Order relates only to the Acquired Assets, the Leiters Purchase Agreement (as defined below) and the Leiters Transaction contemplated therein. This Order is separate from and unrelated to any other order entered by this Court in connection with the Sale Hearing regarding the sale of the Debtors' other Asset Categories, including the Canadian Assets and the U.S.

Marketing Authorizations (collectively the "Other Asset Categories"). Any order related to the Other Asset Categories shall be equally treated as granting the relief requested in the Motion only as it related to the Other Asset Categories. The relief sought in the Motion relating to the Acquired Assets, the Leiters Purchase Agreement and the Leiters Transaction as to the Assets, Purchase Agreement and the Transaction shall be deemed as severed from all other relief sought in the Motion so that this Order shall constitute a final order for all purposes related to the Acquired Assets, Leiters Purchase Agreement and the Leiters Transaction.

Highest or Otherwise Best Offer

I. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors have complied in all respects with the Bidding Procedures Order. The Sale of the Acquired Assets was duly noticed and conducted in a non-collusive, fair, and good faith manner and the process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to purchase the Acquired Assets. The Bidding Procedures established January 11, 2022 at 5:00 p.m. (prevailing Eastern Time) as the bid deadline (the "Bid Deadline") and January 13, 2022 at 10:00 a.m. (prevailing Eastern Time) as the date on which an Auction shall take place if at least one Qualified Bid is received with regard to the Assets. Upon the expiration of the Bid Deadline, the Debtors had received no additional Qualified Bids.

J. On January 14, 2022, the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, filed a notice designating the Purchaser as the Successful Bidder [Docket No. 373].

K. The Acquired Assets were adequately marketed by the Debtors and their advisors, and the consideration provided by the Purchaser under the Leiters Purchase Agreement, constitutes

the highest or otherwise best offer and provides fair and reasonable consideration to the Debtors for the Sale of the Acquired Assets and the assumption of the Assumed Obligations. The Leiters Purchase Agreement presents the best opportunity to maximize and realize the value of the Acquired Assets for the benefit of the Debtors, their estates, and their creditors. The Debtors' determination that the consideration provided by the Purchaser under the Leiters Purchase Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

L. Approval of the Motion and the Leiters Purchase Agreement, and the consummation of the Leiters Transaction contemplated thereby, are in the best interests of the Debtors, their creditors, their estates, and other parties in interest. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Leiters Transaction and the performance of their obligations under the Leiters Purchase Agreement.

M. Entry of this Order approving the Leiters Purchase Agreement and all of the provisions thereof is a condition precedent to the Purchaser's consummation of the Leiters Transaction.

N. The Leiters Purchase Agreement was not entered into, and neither the Debtors nor the Purchaser has entered into the Leiters Purchase Agreement, or proposes to consummate the Leiters Transaction, for the purpose of hindering, delaying, or defrauding the Debtors' present or future creditors. Neither the Debtors nor the Purchaser is entering into the Leiters Purchase Agreement, or proposing to consummate the Leiters Transaction, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof

or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

O. The terms and conditions set forth in the Leiters Purchase Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Leiters Purchase Agreement: (i) are fair and reasonable; (ii) are in the best interests of the Debtors' creditors and estates; and (iii) constitute fair value, full and adequate consideration, reasonably equivalent value, and reasonable market value for the Acquired Assets (as each of such terms is defined in each of the Uniform Fraudulent Transfer Act, Uniform Voidable Transfer Act (as applicable), Uniform Fraudulent Conveyance, and section 548 of the Bankruptcy Code) under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

P. As part of the consideration for the Acquired Assets, the Purchaser will assume certain Assumed Obligations. The Purchaser's agreement to assume the Assumed Obligations is essential to provide for the payment of other liabilities that would potentially not be satisfied absent consummation of the Leiters Transaction.

Q. The Purchaser is the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures Order. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, proposed and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties. The Purchaser has complied in all respects with the Bidding Procedures Order and any other applicable order of this Court in negotiating and entering into the Leiters Purchase Agreement, and the sale and the Leiters Purchase Agreement likewise comply with the Bidding Procedures Order and any other applicable order of this Court.

Good Faith of the Debtors and the Purchaser

R. The sales process conducted by the Debtors, including, without limitation, the Bidding Procedures set forth in the Bidding Procedures Order, was at arms'-length, non-collusive, and in good faith.

S. The Debtors, the Purchaser, and their respective professionals and advisors have complied in good faith with the Bidding Procedures Order in all respects. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and evidence adduced and representations proffered by counsel at the Bidding Procedures Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted in accordance with the Bidding Procedures Order, the Debtors (a) afforded all creditors and other parties in interest and all potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Acquired Assets, (b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets, and (c) considered any bids submitted on or before the Bid Deadline.

T. The Leiters Purchase Agreement and the Leiters Transaction contemplated thereunder were proposed, negotiated, and entered into by and among the Debtors and the Purchaser without collusion, in good faith, and at arms'-length.

U. Neither the Purchaser nor any of its affiliates, present or contemplated members, officers, directors or shareholders is an "insider" of the Debtors, as the term "insider" is defined in section 101(31) of the Bankruptcy Code. The Purchaser is entering into the Leiters Transaction and purchasing the Acquired Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that

provision, and otherwise has proceeded in good faith in all respects in connection with the Chapter 11 Cases, the sale of the Acquired Assets, the Motion, and the Leiters Transaction. Neither the Debtors, the Purchaser nor any affiliate of either have engaged in any action or inaction that would cause or permit the Leiters Purchase Agreement or the Leiters Transaction to be avoided or impose any costs or damages under section 363(n) of the Bankruptcy Code, and the Leiters Transaction shall not be avoided under section 363(n) of the Bankruptcy Code. All payments made by the Purchaser in connection with the Leiters Transaction have been disclosed.

The Requirements of Section 363 Are Satisfied

V. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring the Debtors to (i) enter into the Leiters Purchase Agreement, (ii) sell the Acquired Assets, and (iii) assume and assign the Assumed Contracts, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estate, and their creditors. Such business reasons include, without limitation, the fact that: (i) the Leiters Purchase Agreement constitutes the highest and best offer for the Acquired Assets; (ii) the Leiters Purchase Agreement presents the best opportunity to maximize and realize the value of the Acquired Assets for the benefit of the Debtors, their estates and their creditors; and (iii) unless the sale is concluded expeditiously, the recoveries of the Debtors' estates and constituencies are likely to be adversely affected and there is a significant risk that a significant amount of liabilities that will be assumed by the Purchaser under the Leiters Purchase Agreement will not be satisfied.

W. The Leiters Purchase Agreement is a valid and binding contract between the Debtors and the Purchaser and shall be enforceable pursuant to its terms.

X. The Acquired Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code and title thereto is presently vested in the Debtors' estates.

Y. The sale of the Acquired Assets to the Purchaser under the terms of the Leiters Purchase Agreement satisfies the applicable provisions of section 363(f) of the Bankruptcy Code, and except as expressly provided in the Leiters Purchase Agreement with respect to the Assumed Liabilities and Permitted Encumbrances, (i) the transfer of the Acquired Assets to the Purchaser and (ii) the assumption or assignment to the Purchaser or its Affiliate of the Assumed Contracts and the Assumed Liabilities, in each case, will be free and clear of all Claims and Liens (as such terms are defined below) and will not subject the Purchaser (or its successors or assigns) or any of the Purchaser's (or its successors' or assigns') assets to, to the greatest extent under applicable law, any liability for any Claims or Liens whatsoever (including, without limitation, under any theory of equitable law, antitrust, setoff (except with respect to setoffs that were effected prior to the Petition Date), or successor or transferee liability).

Z. The Purchaser would not have entered into the Leiters Purchase Agreement and would not consummate the Leiters Transaction, thus adversely affecting the Debtors, their estates, their creditors, their employees, and other parties in interest, if the sale of the Acquired Assets was not free and clear of all Claims and Liens or if the Purchaser would be liable for any Claims or Liens, including, without limitation and as applicable, certain liabilities that constitute Excluded Liabilities as defined in the Leiters Purchase Agreement expressly are not assumed by the Purchaser as set forth in the Leiters Purchase Agreement or in this Order. The Purchaser asserts that it will not consummate the Leiters Transaction unless the Leiters Purchase Agreement specifically provides, and this Court specifically orders, that the Purchaser, its property, its

successors or assigns and their property, and the Acquired Assets will not have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Claim or Lien, or any successor or transferee liability for either of the Debtors, in each case, other than the Assumed Liabilities and the Permitted Encumbrances.

AA. The transfer of the Acquired Assets to the Purchaser under the Leiters Purchase Agreement is a legal, valid, and effective transfer of all of the legal, equitable, and beneficial right, title, and interest in and to the Acquired Assets free and clear of all Claims and Liens (except as provided in the Leiters Purchase Agreement, solely with respect to Assumed Liabilities and Permitted Encumbrances). The Debtors may sell their interests in the Acquired Assets free and clear of all Claims and Liens because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. The transfer of the Acquired Assets to the Purchaser will vest the Purchaser with good and marketable title to the Acquired Assets free and clear of all Claims and Liens (except, as provided in the Leiters Purchase Agreement, solely with respect to Assumed Liabilities and Permitted Encumbrances).

BB. The Purchaser is not and will not be deemed to be a successor to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume or in any way be responsible for any liability or obligation of any of the Debtors or their estates by reason thereof, including without limitation obligations arising from or related to the FDA Advisory Actions (defined below). The Purchaser is not deemed to be a continuation or substantial continuation of the Debtors or their estates, and there is no continuity between the Purchaser and the Debtors. The Purchaser does not have a common identity of incorporators, directors, or equity holders with the Debtors. The Purchaser is not holding itself out to the public as a continuation of

the Debtors or their estates, and the Leiters Transaction does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors.

CC. There is no legal or equitable reason to delay the Leiters Transaction. The Leiters Transaction must be approved and consummated promptly to preserve the value of the Debtors' assets.

DD. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances for the Leiters Transaction pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, absent the immediate consummation of the Leiters Transaction, the value of the Debtors' assets will be harmed. To maximize the value of the Acquired Assets, it is essential that the Leiters Transaction occur within the timeframe set forth in the Leiters Purchase Agreement. Time is of the essence in consummating the Leiters Transaction. Accordingly, there is good cause to waive the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d).

EE. The sale and assignment of the Acquired Assets outside of a chapter 11 plan pursuant to the Leiters Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan for the Debtors. Neither the Leiters Purchase Agreement nor the Leiters Transaction contemplated thereby constitutes a *sub rosa* chapter 11 plan.

Assumption and Assignment of the Assumed Contracts

FF. The assumption and assignment of the Assumed Contracts (as such Assumed Contracts may be amended, supplemented, or otherwise modified prior to assumption and assignment without further order of the Court with the consent of the Debtors, the applicable contract counterparty, and the Purchaser) that are designated for assumption and assignment

pursuant to the terms of this Order, the Bidding Procedures Order and the Leiters Purchase Agreement is integral to the Leiters Purchase Agreement, is in the best interests of the Debtors and their estates, creditors, and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

GG. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code for each of the Assumed Contracts. In accordance with the terms of the Leiters Purchase Agreement, the Debtors will have (i) cured or provided adequate assurance of cure of any default existing prior to the consummation of the Leiters Transaction contemplated by the Leiters Purchase Agreement (the "Closing") under all of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty to an Assumed Contract for actual pecuniary loss to such entity resulting from a default prior to the Closing under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The assignment of each of the Assumed Contracts is free and clear of all Claims and Liens, except as expressly permitted in the Leiters Purchase Agreement and this Order.

HH. The Purchaser has demonstrated adequate assurance of future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assumed Contracts to be assumed and assigned under the Leiters Purchase Agreement shall be assigned and transferred to, and remain in full force and effect for the benefit of, Purchaser notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

II. No defaults exist in the Debtors' performance under the Assumed Contracts as of the date of this Order other than the failure to pay amounts equal to the Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

IT IS HEREBY ORDERED THAT:

General Provisions

1. The Motion as it pertains to the Leiters Transaction is granted and approved as set forth herein. The Debtor is authorized to sell the Acquired Assets to the Purchaser in accordance with the Leiters Purchase Agreement and transfer, assign and convey the Acquired Assets including the Assumed Contracts to Purchaser on the Closing Date (as defined herein).

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing, or by stipulation filed with the Court, or as resolved in this Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice. All non-Debtor counterparties to the Assumed Contracts given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein. All holders of Claims or Liens who did not object, or withdrew their objections to the Leiters Transaction, are deemed to have consented to the Leiters Transaction pursuant to section 363(f)(2) of the Bankruptcy Code, and all holders of Claims or Liens are adequately protected – thus satisfying section 363(e) of the Bankruptcy Code; *provided*, *however*, that setoff rights will be extinguished as to the Acquired Assets and the Purchaser to the extent there is no longer mutuality after the consummation of the Leiters Transaction, except with respect to setoffs that were validly effected prior to the Petition Date; *provided further,* that, subject to the *Order (I) Establishing Bar Dates for Filing Proofs of Prepetition Claims, Including 503(b)(9) Claims and (II) Approving the Form and Manner of Notice Thereof* [Docket No. 288], the right of any party to seek satisfaction of a setoff claim from the proceeds of the sale shall be preserved,

and the defenses and counterclaims of the Debtors and other parties in interest shall likewise be preserved, including the right of any party in interest to contest the validity or priority of any claim that is asserted.

3. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the 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.

Approval of the Leiters Purchase Agreement

4. The Leiters Purchase Agreement, all of the terms and conditions thereof, and the Leiters Transaction contemplated therein are approved in all respects. The failure specifically to include any particular provision of the Leiters Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Leiters Purchase Agreement be authorized and approved in its entirety. The transfer of the Acquired Assets by the Debtors to the Purchaser shall be a legal, valid, and effective transfer of the Acquired Assets. The consummation of the Leiters Transaction is hereby approved and authorized under section 363(b) of the Bankruptcy Code.

5. The Debtors are authorized to (a) take any and all actions necessary or appropriate to perform, consummate, implement, and close the Leiters Transaction, including the sale to the Purchaser of all Acquired Assets, in accordance with the terms and conditions set forth in the Leiters Purchase Agreement and this Order, including, without limitation, executing, acknowledging, and delivering such deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer and taking any action for purposes of assigning,

transferring, granting, conveying, and confirming to the Purchaser, or reducing to possession, any or all of the Acquired Assets, and entering into any other agreements related to implementing the Leiters Transaction, and (b) to assume and assign any and all Assumed Contracts to the Purchaser.

6. All persons and entities are prohibited from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors to transfer the Acquired Assets to the Purchaser in accordance with the Leiters Purchase Agreement and this Order; *provided* that the foregoing shall not prohibit any person or entity from appealing this Order or seeking a stay pending such an appeal**.**

Sale and Transfer Free and Clear of Claims and Liens

7. Except as otherwise expressly provided in the Leiters Purchase Agreement and the terms of this Order solely with respect to Assumed Liabilities and Permitted Encumbrances, the Acquired Assets shall be sold to the Purchaser free and clear of all Claims (as defined and used in the Bankruptcy Code, including section 101(5) thereof), liabilities, interests, rights, and encumbrances, including, without limitation, rights of setoff (except with respect to setoffs that were validly effected prior to the Petition Date), and all other matters of any kind and nature, whether known or unknown, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases (but, for the avoidance of doubt, in each case arising from the ownership or the operation of the Acquired Assets prior to the date of the Closing (the "Closing Date")), and any consensual or nonconsensual lien, statutory lien, real or personal property lien, mechanics' lien, materialmans' lien, warehousemans' lien, tax lien, and any and all other "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof (all of the foregoing, collectively, "Liens"). The Claims and Liens on those assets of the Debtors not subject to the sale to the

Purchaser pursuant to the Leiters Purchase Agreement (or pursuant to any other order of the Court approving the sale of any of the Debtors' other assets free and clear of Claims and Liens) shall remain with the same validity, force, priority, and effect on those other assets. All Liens, Claims, and interests from which the Acquired Assets are sold free and clear shall attach to the proceeds of the sale of the Acquired Assets in the same extent, validity and priority that existed immediately prior to the Closing Date, subject to the terms and conditions set forth in the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Liens and Superpriority Administrative Expense Claims, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 174] (the "Final DIP Order"). For the avoidance of any doubt, any and all of the Debtors' liabilities or obligations (i) owed to the United States Food and Drug Administration (the "FDA"), (ii) under statutes administered by the FDA or regulations promulgated thereunder, and (iii) specifically including representations made to the FDA regarding the Debtors' ongoing corrective actions in response to the 11/26/19 Warning Letter and the FDA Form 483s issued on 8/31/21 and 5/20/19 ((i) – (iii), collectively, the "FDA Advisory Actions"), shall not constitute Assumed Liabilities or Permitted Encumbrances.

8. All proceeds generated from the sale of any Assets shall be paid to the DIP Agents upon the closing of such sale for application against the DIP Obligations and termination of the commitments under the DIP Facilities, in accordance with the terms and conditions of the Final DIP Order and the DIP Documents, until such time as all DIP Obligations have been paid in full in cash in accordance with the terms and conditions of the DIP Documents and the Final DIP Order, as applicable. Notwithstanding the foregoing, and in accordance with the Final DIP Order, the Committee's right to assert any Claims and Defenses (as defined in and to the extent set forth

in the Final DIP Order, and including, for the avoidance of doubt, any challenge described in paragraph 33(a)(1) of the Final DIP Order) is expressly reserved, along with its right to seek disgorgement from the applicable Prepetition Secured Parties to the extent of any successful Claims and Defenses, as determined by final order of the Bankruptcy Court.

9. At Closing, all of the Debtors' right, title, and interest in and to, and possession of, the Acquired Assets shall be immediately vested in the Purchaser pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code free and clear of any and all Claims and Liens except for Assumed Liabilities and Permitted Encumbrances. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Acquired Assets. All persons or entities, presently, or on or after the Closing, in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets directly to the Purchaser or its designees on the Closing or at such time thereafter as the Purchaser may request.

10. The Purchaser is hereby authorized, in connection with the consummation of the Leiters Transaction, to allocate the Acquired Assets, Assumed Liabilities, Permitted Encumbrances, and the Assumed Contracts among its Affiliates, designees, assignees, or successors in a manner as it, in its sole discretion, deems appropriate, and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Acquired Assets or the rights under any Assumed Contract to its Affiliates, designees, assignees, or successors with all of the rights and protections accorded under this Order and the Leiters Purchase Agreement, and the Debtors shall cooperate with and take all actions reasonably requested by the Purchaser to effectuate any of the foregoing.

11. This Order: (i) shall be effective as a determination that, to the greatest extent permitted by law, as of the Closing, (a) no Claims or Liens (other than Assumed Liabilities and

Permitted Encumbrances) will be capable of being asserted against the Purchaser or any of its assets (including the Acquired Assets) or the affiliates of the Purchaser or any of their assets, (b) the Acquired Assets shall have been transferred to the Purchaser free and clear of all Claims and Liens except for Assumed Liabilities and Permitted Encumbrances, and (c) the conveyances described herein have been effected; and (ii) 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 in or to any lease; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Leiters Purchase Agreement. The Acquired Assets are sold free and clear of any reclamation rights as defined by the Uniform Commercial Code and analogous state law.

12. Except as otherwise expressly provided in the Leiters Purchase Agreement solely with respect to the Assumed Liabilities and Permitted Encumbrances, and to the greatest extent under applicable law, all persons and entities (and their respective successors and assigns), including, without limitation, all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Claims or Liens arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership,

sale, or operation of the Acquired Assets prior to Closing or the transfer of the Acquired Assets to the Purchaser, are hereby forever barred and estopped from asserting such Claims or Liens against the Purchaser or its property or its Affiliates, designees, assignees, or successors or their property, or the Acquired Assets. Following the Closing, no holder of any Claim or Lien shall interfere with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Claim or Lien, or based on any action the Debtors may take in the Chapter 11 Cases.

13. If any person or entity that has filed financing statements, mortgages, *lis pendens* or other documents or agreements evidencing Claims or Liens against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Liens that the person or entity has with respect to the Acquired Assets or otherwise, then only with regard to the Acquired Assets that are purchased by the Purchaser pursuant to the Leiters Purchase Agreement and this Order: (i) the Debtors are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Acquired Assets; (ii) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Claims and Liens other than Assumed Liabilities and Permitted Encumbrances against the Purchaser and the applicable Acquired Assets; and (iii) the Purchaser may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Claims and Liens with respect to the Acquired Assets other than Assumed Liabilities and Permitted Encumbrances. This 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 Order authorizing the sale and assignment of the Acquired Assets free and clear of Claims and Liens shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

14. To the maximum extent permitted by applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the "Licenses") of the Debtors with respect to the Acquired Assets, and all Licenses are deemed to have been transferred to the Purchaser as of the Closing Date. To the extent any Licenses cannot be transferred to the Purchaser in accordance with the previous sentence, such Licenses shall be in effect while the Purchaser works promptly and diligently to apply for and secure all necessary government approvals for the transfer or issuance of new Licenses to the Purchaser.

15. Nothing in this Order or the Leiters Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as owner or operator of property sold or transferred pursuant to this Order after the occurrence of the Closing Date (with respect to such property), *provided, however*, that the foregoing shall not limit, diminish or otherwise alter the Debtors' or the Purchaser's defenses, claims, causes of action, or other rights under applicable non-bankruptcy law with respect to any liability that may exist to a governmental unit at such owned or operated property. Nothing in this Order or the Leiters Purchase Agreement: (a) authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (ii) registration, (iv) authorization, or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all

applicable legal requirements and approvals under police or regulatory law; (b) authorizes the assumption, sale, assignment, or other transfer to Purchaser of any Federal (i) grants, (ii) grant funds, (iii) contracts, (iv) property, (v) leases, or (vi) agreements (collectively, "Federal Interests") without compliance by the Debtors and Purchaser with all applicable non-bankruptcy law; (c) shall be interpreted to set cure amounts or require the government to novate, approve or otherwise consent to the assumption, sale, assignment, or other transfer of any Federal Interests; or (d) affects the government's rights to offset or recoup any amounts due under, or relating to, the Federal Interests from the Debtors. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order, subject to the Debtors' and the Purchaser's rights to assert in that forum or before this Court that any such laws are not in fact police or regulatory law or that the matter should be heard by the Bankruptcy Court.

No Successor or Transferee Liability

16. To the greatest extent under applicable law, the Purchaser shall not be deemed, as a result of any action taken in connection with the Leiters Purchase Agreement, the consummation of the Leiters Transaction contemplated by the Leiters Purchase Agreement, or the transfer or operation of the Acquired Assets, including the Assumed Contracts, to: (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Purchaser, with respect to the Assumed Liabilities to be paid after the Closing or any obligations as an assignee under the Assumed Contracts arising after the Closing); (ii) have, *de facto* or otherwise, merged with or into the Debtors; (iii) be an alter ego or a mere continuation or substantial continuation of the Debtors including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus

Budget Reconciliation Act ("COBRA"), the WARN Act (29 U.S.C. §§ 2101 et seq.) ("WARN"), the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* (the "NLRA"); or (iv) be liable for (a) any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (b) any liabilities, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, (c) any liabilities, debts, or obligations of or required to be paid by the Debtors for labor, employment, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine, or (d) any obligations of or actions required to be performed by the Debtors related to or arising from the FDA Advisory Actions.

17. Other than as set forth in the Leiters Purchase Agreement with respect to Assumed Liabilities and Permitted Encumbrances, the Purchaser shall not, to the greatest extent permitted under applicable law, have any responsibility for (i) any liability or other obligation of the Debtors or related to the Acquired Assets, (ii) the FDA Advisory Actions, or (iii) any remaining Claims or Liens against the Debtors. The Purchaser shall not be bound by any of the representations or actions taken by the Debtors related to or arising from the FDA Advisory Actions. Other than as set forth in the Leiters Purchase Agreement with respect to Assumed Liabilities and Permitted Encumbrances, and to the greatest extent permitted under applicable law, the Purchaser shall have

no liability whatsoever with respect to the Debtors' businesses or operations prior to Closing or any of the Debtors' obligations 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 Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including, without limitation, (i) liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing, (ii) liabilities or obligations under WARN, (iii) obligations related to the FDA Advisory Actions, or (iv) liabilities or obligations under CERCLA, or any foreign, federal, state, or local labor, employment, or environmental law whether of similar import or otherwise by virtue of the Purchaser's purchase of the Acquired Assets or assumption of the Assumed Liabilities by the Purchaser or an Affiliate of the Purchaser (all liabilities described in paragraph 16 and paragraph 17 of this Order, "Successor or Transferee Liability").

18. Except as otherwise expressly provided in this Order or the Leiters Purchase Agreement, nothing shall require the Purchaser to: (i) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, welfare, fringe benefit or any other benefit plan, trust arrangement, or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, medical, welfare, and pension benefits payable after retirement or other termination of employment; or (ii) assume any responsibility as a fiduciary, plan sponsor, or otherwise, for making any contribution to, or in respect of the funding, investment, or administration of any employee benefit plan, arrangement,

or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

19. Effective upon the Closing, except with respect to Assumed Liabilities and Permitted Encumbrances, and to the greatest extent under applicable law, all persons and entities are forever prohibited 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 the Purchaser, or its assets (including the Acquired Assets), or its affiliates, designees, assignees, or successors, or their assets, with respect to any (i) Claim or Lien or (ii) Successor or Transferee Liability, including, without limitation, the following actions with respect to clauses (i) and (ii): (a) commencing or continuing any action or other proceeding pending or threatened; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Claim or Lien; (d) except as specified in Paragraph 28 of this Order, asserting any setoff (except with respect to setoffs that were effected prior to the Petition Date), right of subrogation, or recoupment of any kind; (e) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (f) revoking, terminating, or failing or refusing to renew any license, permit, or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith of the Purchaser

20. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Leiters Transaction contemplated by the Leiters Purchase Agreement is

undertaken by the Purchaser 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 Leiters Transaction (including the assumption and assignment of the Assumed Contracts), unless such authorization and consummation of the sale are duly and properly stayed pending such appeal.

21. Neither the Debtors, the Purchaser nor any affiliate of either the Debtors or Purchaser have engaged in any collusion with other bidders or other parties or taken any other action or inaction that would cause or permit the Leiters Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise. The consideration provided by the Purchaser for the Acquired Assets under the Leiters Purchase Agreement is fair and reasonable and is not less than the value of such assets, and the Leiters Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

22. The Purchaser is not an "insider" of any of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

Assumption and Assignment of Assumed Contracts

23. Except as otherwise agreed in writing between the Debtors and the non-Debtor parties to the Assumed Contracts or stated on the record of the Sale Hearing, the Cure Amounts for the Assumed Contracts are hereby fixed at the amounts set forth on **Schedule I** attached to this Order, and the non-Debtor parties to such Assumed Contracts are forever bound by such Cure Amounts. To the extent that any entity did not timely file a Contract Objection by the Contract Objection deadline with respect to any Assumed Contract set forth on the Cure Notice, such entity shall forever be barred and estopped from objecting: (i) to the Cure Amount as the amount to cure all defaults to satisfy section 365 of the Bankruptcy Code and from asserting that any additional

amounts are due or defaults exist; (ii) that any conditions to assumption and assignment must be satisfied under such Contract or Lease before it can be assumed and assigned or that any required consent to assignment has not been given; or (iii) that the Purchaser has not provided adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code.

24. The assumption and assignment of the Assumed Contracts is approved. The Debtors are authorized to assume and assign each of the Assumed Contracts to the Purchaser or its designee upon the Closing of the Leiters Transaction (or thereafter, in accordance with the Leiters Purchase Agreement and this Order), free and clear of all Claims and Liens, other than Assumed Liabilities and Permitted Encumbrances. The payment of the applicable Cure Amounts by the Purchaser in accordance with the Leiters Purchase Agreement shall, in accordance with section 365(b) of the Bankruptcy Code, (i) cure all defaults under the Assumed Contracts as contemplated by section 365 of the Bankruptcy Code as of the Closing Date, (ii) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default, and (iii) together with the assumption of the Assumed Contracts by the Debtors and the assignment of the Assumed Contracts to the Purchaser or its designee, constitute adequate assurance of future performance thereof. The Cure Amounts and any payments made to the counterparties under the Assumed Contracts prior to the assumption of the Assumed Contracts shall be deemed payments that were required to be made in full as part of the obligation to assume and assign the Assigned Contracts under this Order and the Purchase Agreement.

25. Pursuant to section 365(f) of the Bankruptcy Code, subject to the payment of the applicable Cure Amounts, the Assumed Contracts to be assumed and assigned under the Leiters Purchase Agreement shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Purchaser notwithstanding any provision in the contracts or other restrictions

prohibiting their assignment or transfer. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the counterparty to such Assumed Contract to terminate, recapture, impose any penalty or fee, accelerate, increase any rate, condition on renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect. Subject to the payment of the applicable Cure Amounts, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser or its designee of the Assumed Contracts have been satisfied. Subject to the payment of the applicable Cure Amounts, upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title, and interest of the Debtors under the Assumed Contracts, and such Assumed Contracts shall remain in full force and effect for the benefit of the Purchaser. Subject to the payment of the applicable Cure Amounts, each non-Debtor counterparty to the Assumed Contracts shall be forever barred and estopped from (i) asserting against the Debtors or the Purchaser or their respective property any assignment fee, acceleration, default, breach, claim, pecuniary loss, or condition to assignment existing, arising, or accruing as of the Closing Date or arising by reason of the Closing, including any breach related to or arising out of any change-in-control or similar provisions in such Assumed Contracts, or any purported written or oral modification to the Assumed Contracts and (ii) asserting against the Purchaser (or its assets, including the Acquired Assets) or its affiliates, designees, assignees, or successors (or their assets), any Claim or Lien, counterclaim, breach, condition, setoff (except with respect to setoffs that were effected prior to the Petition Date) asserted or capable of being asserted against the Debtors existing as of the

Closing Date or arising by reason of the Closing except for the Assumed Liabilities and Permitted Encumbrances.

26. Upon the Closing and the payment of the relevant Cure Amounts, the Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any and all liability arising under or related to the Assumed Contracts. There shall be no assignment fees, increases, or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Assumed Contracts. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions or of the right of the Debtors or the Purchaser, as the case may be, to enforce every term and condition of such Assumed Contract. The validity of the assumption and assignment of any Assumed Contract to the Purchaser shall not be affected by any existing dispute between the Debtors and any counterparty to such Assumed Contract. Any non-Debtor counterparty that may have had the right to consent to the assignment of any Assumed Contract and that was served with notice of the relief granted herein is deemed to have consented for the purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code.

27. The assignments of each of the Assumed Contracts are made in good faith under sections 363(b) and (m) of the Bankruptcy Code and shall be free and clear of all Claims and Liens pursuant to section 363(f) of the Bankruptcy Code.

28. Notwithstanding anything to the contrary herein or in any notice of assumption, to the extent any of the Acquired Assets include any accounts receivable of any of the Debtors' wholesalers, retailers or pharmacies owing to the Debtors or their non-debtor affiliates, or any claims or causes of action against such wholesalers, retailers or pharmacies, (i) the wholesalers',

retailers' or pharmacies' valid claims and defenses of setoff, deduction, netting and recoupment under any agreement between the Debtors and any wholesaler, retailer or pharmacy or applicable law (if any) with respect to such assets are hereby expressly preserved, along with any claims and defenses of the Sellers and the Purchaser, and (ii) the sale of such assets shall not be free and clear the wholesalers', retailers' or pharmacies' rights, counter-claims or defenses with respect thereto (if any). For the avoidance of doubt, the assumption and assignment of any agreement between the Debtors or and their non-debtor affiliates, on the one hand, and the Debtors' wholesalers, retailers or pharmacies, on the other hand, shall be conditioned on the assumption by the Purchaser of all obligations under such assumed and assigned contracts, including, without limitation, any valid rights of the wholesalers, retailers or pharmacies to setoff, recoup, deduct, return products and apply amounts due under such contracts against the wholesalers', retailers' or pharmacies' obligations thereunder, in accordance with the terms thereof and applicable law.

Other Provisions

29. This Order is binding upon and inures to the benefit of any successors and assigns of the Debtors or the Purchaser, including any trustee appointed in any subsequent case of the Debtors under Chapter 7 of the Bankruptcy Code.

30. The provisions of this Order and the Leiters Purchase Agreement are non-severable and mutually dependent.

31. The Leiters Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

32. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including, without limitation, the Leiters Purchase Agreement and the Leiters Transaction.

33. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Leiters Purchase Agreement, all amendments thereto, and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser or its designees, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Leiters Transaction. This Court retains jurisdiction to compel delivery of the Acquired Assets, to protect the Purchaser (and its assets, including the Acquired Assets) and its affiliates, designees, assignees, or successors (or their assets), against any Claims, Liens, and Successor and Transferee Liability and to enter orders, as appropriate, pursuant to sections 105, 363, or 365 of the Bankruptcy Code (or other applicable provisions) necessary to transfer the Acquired Assets and the Assumed Contracts to the Purchaser.

34. The requirements set forth in Bankruptcy Rules 6003(b), 6004, and 6006 have been satisfied or are otherwise hereby waived.

35. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this Order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d). Time is of the essence in closing the sale and the Debtors and the Purchaser intend to close the sale as soon as possible.

36. This Order and the Leiters Purchase Agreement shall be binding in all respects upon all creditors of (whether known or unknown), and holders of equity interests in, the Debtors, any holders of Claims or Liens in, against, or on all or any portion of the Acquired Assets, all non-

Debtor counterparties to the Assumed Contracts, all successors and assigns of the Purchaser, the Debtors and their Affiliates and subsidiaries, and any subsequent trustees appointed in the Chapter 11 Cases or upon a conversion to Chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any Chapter 11 plan confirmed in the Chapter 11 Cases, any order confirming any such Chapter 11 plan, or any order approving wind-down or dismissal of the Chapter 11 Cases or any subsequent Chapter 7 cases shall conflict with or derogate from the provisions of the Leiters Purchase Agreement or this Order, and to the extent of any conflict or derogation between this Order or the Leiters Purchase Agreement and such future plan or order, the terms of this Order and the Leiters Purchase Agreement shall control.

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

38. To the extent any provisions of this Order conflict with, or are otherwise inconsistent with, the terms and conditions of the Leiters Purchase Agreement or the Bidding Procedures Order, this Order shall govern and control.

39. The Debtors have all necessary authorizations to sell and are hereby permitted to sell to the Purchaser all claims or causes of action of the Debtors against other parties arising out of events occurring prior to the Closing Date that constitute an Acquired Asset. The Purchaser may pursue any claim (i) that the Debtors may have that constitutes an Acquired Asset, or (ii) that the Purchaser may have that arises out of or is related to the Acquired Assets (notwithstanding the foregoing, the Purchaser will not be able to assert rights specifically retained by the Debtors in the Leiters Purchase Agreement).

Dated: January 19th, 2022
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

28842760.5

Schedule I

Assumed Contracts

1. Letter Agreement, dated as of April 7, 2020, between Allied Universal Security Services and Teligent, Inc.
2. Security Professional Service Agreement, dated April 13, 2020, between Universal Protection Service, LP d/b/a Allied Universal Security Services and Teligent, Inc.
3. Agreement (Account # 0092184662), dated October 13, 2021, between Teligent Pharma, Inc. and Evoqua Water Technologies, LLC.
4. Agreement (Account # 0093004641), dated October 13, 2021, between Teligent Pharma, Inc. and Evoqua Water Technologies, LLC.
5. Services Agreement, dated as of January 1, 2020, by and between Training Center Group and Teligent Inc. (and related Service Proposal for 2020-2022), for boiler room monitoring services.
6. Contract Renewal, dated September 14, 2020, by and between Rees Scientific Corporation and Teligent, Inc., for maintenance of environmental (climate control) monitoring systems.

Exhibit A

Leiters Purchase Agreement

EXECUTION VERSION
CONFIDENTIAL

ASSET PURCHASE AGREEMENT

DATED AS OF NOVEMBER 24, 2021

BY AND BETWEEN

LEITERS, INC., AS PURCHASER,

AND

TELIGENT, INC., AS THE COMPANY,

AND

THE OTHER SELLERS NAMED HEREIN

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of November 24, 2021, by and among Leiters, Inc., a Delaware corporation ("Purchaser"), Teligent, Inc., a Delaware corporation (the "Company"), and the Subsidiaries of the Company that are indicated on the signature pages attached hereto (together with the Company, each a "Seller" and collectively "Sellers"). Purchaser and Sellers are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein shall have the meanings set forth herein or in Article XI.

WHEREAS, the Company and its U.S. Subsidiaries, Teligent Pharma, Inc., IGEN, Inc. and TELIP, LLC have filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), to be jointly administered for procedural purposes (collectively, the "Bankruptcy Case");

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement and subject to entry of the Sale Order; and

WHEREAS, the Board of Directors (or similar governing body) of each Seller has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound hereby, Purchaser and Sellers hereby agree as follows.

ARTICLE I

PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets.

(a) On the terms and subject to the conditions set forth herein and in the Sale Order, at the Closing, Sellers shall sell, transfer, assign, convey, and deliver to Purchaser or a Designated Purchaser, and Purchaser or a Designated Purchaser shall purchase, acquire, and accept from Sellers, all of Sellers' right, title and interest in and to the Acquired Assets as of the Closing, free and clear of all Encumbrances other than Permitted Encumbrances.

(b) "Acquired Assets" means the following assets of Sellers, but excluding in all cases, the Excluded Assets:

(i) the Owned Real Property listed on Schedule 1.1(b)(i) (the "Acquired Real Property");

(ii) all tangible assets (including Equipment, accessories, materials, machinery and all other similar items of tangible personal property or capital assets) owned by

Sellers and located at the Acquired Real Property and all vehicles and forklifts used on or around the Acquired Real Property and in the operations of the Acquired Real Property owned by Sellers (and all know how, documentation, warranties and licenses relating exclusively thereto);

(iii) to the extent transferrable under applicable Law, all of the rights, interests and benefits accruing under all Permits and Governmental Authorizations, and all pending applications therefor, with respect to the Acquired Real Property, other than any Distribution Licenses (the "Transferred Permits");

(iv) subject to Section 1.5, the Contracts listed on Schedule 1.1(b)(iv), which schedule may be modified from time to time after the date hereof in accordance with Section 1.5, and all claims and rights arising thereunder (the "Assigned Contracts");

(v) to the extent transferable, all warranties (including Equipment, HVAC equipment and roof warranties) relating to the assets described in the foregoing clauses (i) through (iv);

(vi) all Books and Records that relate exclusively or primarily to the other Acquired Assets (including any information relating to any Taxes imposed in respect of the Acquired Assets), except those: (A) that are subject to any attorney-client privilege and the transfer of which to Purchaser would result in the waiver of any such privilege ("Retained Privileged Materials"), or (B) that Sellers are not permitted to transfer under applicable Law; and

(vii) all (x) claims and causes of action, to the extent transferable, (y) rights to recover and insurance recoveries under insurance policies in respect of claims and potential claims relating to events occurring on or after the date hereof and prior to the Closing and (z) goodwill, in each case ((x), (y), and (z)), associated with the assets described in the foregoing clauses (i) through (vi).

(c) At any time prior to the Closing, Purchaser may, in its sole discretion and by written notice to the Company, designate any of the Acquired Assets (other than any Contracts, the treatment of which are the subject of Section 1.5(b)) as additional Excluded Assets, which notice shall set forth the Acquired Assets so designated. Purchaser acknowledges and agrees that there shall be no reduction in the Purchase Price if it elects to designate any Acquired Assets as Excluded Assets pursuant to the operation of this paragraph. Notwithstanding any other provision hereof to the contrary, the Liabilities of Sellers under or related to any Acquired Asset designated as an Excluded Asset pursuant to this paragraph will constitute Excluded Liabilities.

(d) If any event occurs prior to the Closing that Purchaser determines may give rise to a right to recover under insurance policies of Sellers under circumstances where the recovery would be an Acquired Asset as contemplated by Section 1.1(b)(vii)(y), the Company shall, and shall cause its Subsidiaries to, at Purchaser's expense, use its and their reasonable best efforts to assist Purchaser in pursuing such recovery including by executing and delivering any and all notices and documents reasonably requested by Purchaser in respect of such policies.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, or convey, and Sellers shall retain all right, title and interest to, in and under, all assets of Sellers other than the Acquired Assets, including the following assets, properties, and other interests of the Company and its Subsidiaries (collectively, the "Excluded Assets"):

(a) all Cash (other than Cash received in respect of insurance claims as described in Section 1.1(b)(vii)(y)) and any retainers or similar amounts paid to Advisors or other professional service providers;

(b) all Accounts Receivable;

(c) all Intracompany Receivables;

(d) the Contracts listed on Schedule 1.2(d), which schedule may be modified from time to time after the date hereof in accordance with Section 1.5 (the "Excluded Contracts");

(e) all Distribution Licenses

(f) all refunds, credits and rebates of Taxes of the Company or its Subsidiaries, except to the extent such refunds, credits or rebates relate to Assumed Taxes, and all Tax Returns pertaining to corporate income Taxes of the Company or its Subsidiaries;

(g) all Tax attributes of the Company or its Subsidiaries that are not transferred by the operation of applicable Tax Law;

(h) all rights under and proceeds resulting from the participation of the Company and its Subsidiaries in the 2021 Technology Business Tax Certification Program with the State of New Jersey;

(i) all current and prior insurance policies, including director and officer insurance policies, and all rights and benefits of any nature of the Company or its Subsidiaries with respect thereto, including all insurance recoveries thereunder, credits, refunds and rights to assert claims with respect to any such insurance recoveries under such insurance policies (in each case, other than as described in Section 1.1(b)(vii)(y));

(j) all shares of capital stock or other equity interest of each Seller or any securities convertible into, exchangeable, or exercisable for shares of capital stock or other equity interest of each Seller and their respective Affiliates;

(k) Sellers' claims or other rights under this Agreement, including the right to be paid the Purchase Price hereunder at the Closing in accordance with the terms hereof, or Sellers' rights under any agreement, certificate, instrument, or other document executed and delivered between any Seller and Purchaser in connection with the transactions contemplated hereby entered into on or after the date hereof;

(l) all Organizational Documents, minute books, stock ledgers, member transfer books, corporate seals and stock certificates of the Company and its Subsidiaries and other similar Books and Records that the Company or its Subsidiaries are required by Law to retain or that the Company or its Subsidiaries determine are necessary or advisable to retain, including Tax Returns, financial statements and corporate or other entity filings;

(m) all Books and Records (i) which are personnel records of, or other Books and Records exclusively relating to, employees of Sellers; (ii) in connection with any proceeding, judgment or privilege of any nature available to or being pursued by or on behalf of, asserted against, or otherwise involving the Company or its Subsidiaries, whether arising by counterclaim or otherwise, (iii) that are Retained Privileged Materials, (iv) that relate exclusively or primarily to the products previously manufactured, distributed or sold by the Sellers, products on stability or other research and development

activities of Sellers, the Distribution Licenses or contracts of the Sellers other than the Assigned Contracts, or (v) that the Company or its Subsidiaries are not permitted to transfer under applicable Law;

(n) every asset of Sellers that would otherwise constitute an Acquired Asset (if owned immediately prior to the Closing) if conveyed or otherwise disposed of during the period from the date hereof until the Closing Date (i) in compliance with the terms and conditions of this Agreement (including Section 6.1) or (ii) if Purchaser otherwise agrees, in writing after the date hereof, to such conveyance or other disposition;

(o) equipment owned by third-parties and not freely transferable;

(p) software licenses to the extent not freely assignable;

(q) all post-petition adequate assurance deposits provided to utilities and any deposits provided to suppliers or service providers to a Seller on a prepetition or post-petition basis;

(r) the sponsorship of each Seller Plan and all right, title and interest in any assets thereof or relating thereto; and

(s) all claims and causes of actions, including avoidance actions (including any proceeds thereof), including all claims or causes of action arising under Sections 544 through 553 of the Bankruptcy Code or any analogous state law, except to the extent expressly included in Section 1.1(b) as part of the Acquired Assets.

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, Purchaser or a Designated Purchaser shall assume from Sellers (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Sellers shall convey, transfer, and assign to Purchaser or a Designated Purchaser, only the following Liabilities, without duplication and only to the extent not paid, performed, discharged or otherwise satisfied prior to the Closing (collectively, the "Assumed Liabilities"):

(a) the cure and reinstatement costs or expenses required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (the "Cure Costs"), up to an aggregate maximum amount equal to $150,000 (the "Cure Costs Cap");

(b) all Liabilities of Sellers arising from the Assigned Contracts;

(c) Assumed Taxes;

(d) all ordinary course trade payables incurred post-petition in respect of the maintenance of the Acquired Real Property, up to an aggregate maximum amount equal to $200,000 (the "Assumed Payables");

(e) all Liabilities and obligations of Sellers for compliance with ISRA in New Jersey solely with regard to the transfer of the Owned Real Property to Purchaser in accordance with the terms of this Agreement; and

(f) all Liabilities arising out of the ownership or operation of the Acquired Assets by Purchaser that relate to the period from and after the Closing.

The assumption by Purchaser (or a Designated Purchaser) of any Assumed Liability shall not, in any way, expand the rights of any third party relating thereto.

1.4 Excluded Liabilities. Purchaser and the Designated Purchaser(s) (if any) shall not assume and shall not be deemed to have assumed, nor shall be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Actions against, Sellers, or Liabilities or Actions relating to the Acquired Assets, other than the Assumed Liabilities, including those Liabilities set forth below (collectively, the "Excluded Liabilities"), and to the extent any Excluded Liabilities are associated with the Acquired Assets the Purchaser and the Designated Purchaser(s) (if any) shall take such Acquired Assets "free and clear" of the Excluded Liabilities pursuant to Section 363(f) of the Bankruptcy Code as provided in Sections 1.6 and 3.5 hereof:

(a) all Liabilities of Sellers for Indebtedness;

(b) all Intracompany Payables;

(c) any and all Liabilities in respect of the Excluded Contracts;

(d) any and all (x) Cure Costs to the extent in excess of the Cure Costs Cap (the "Excess Cure Costs"), and (y) trade payables other than the Assumed Payables, whether related to Assigned Contracts or Excluded Contracts;

(e) all Liabilities arising from or related to any Action against the Company or any of its Subsidiaries, pending or threatened or having any other status or with respect to facts, actions, or omissions, including any successor liability claims or that may be owed to or assessed by, any Governmental Body or other Person, and whether commenced, filed, initiated, or threatened prior to, on or following the Closing;

(f) all Liabilities for any Taxes, other than to the extent such Tax is an Assumed Tax;

(g) all Liabilities related to any current or former employee of the Company or of any Subsidiary of the Company; and

(h) other than pursuant to Section 1.3(e), all Liabilities of Sellers arising under or pursuant to Environmental Laws, including with respect to any real property owned, operated, leased or otherwise used by Sellers at any time whatsoever, whether or not used in the Ordinary Course, any operations of Sellers, and any disposal of Hazardous Substances at any location whatsoever, including any Liabilities for noncompliance with Environmental Laws or the Release of Hazardous Substances, to the extent arising as a result of any act, omission, or circumstances taking place on or prior to the Closing, whether known or unknown as of the Closing; and

(i) the sponsorship of, and all Liabilities at any time arising under, pursuant to or in connection with, the Seller Plans, and all Liabilities for compliance with the requirements of Section 4980B of the Code with respect to all individuals who are "M&A qualified beneficiaries" as such term is defined in Treasury Regulations §54.4980B-9.

1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Assigned Contracts. Sellers shall provide timely and proper written notice of the motion seeking entry of the Sale Order to all parties to the Assigned Contracts and take all other actions necessary or otherwise required to cause such Contracts to be assumed

by Sellers and assigned to Purchaser or any other Designated Purchaser pursuant to Section 365 of the Bankruptcy Code (including (x) serving on all non-Seller counterparties to the Assigned Contracts a notice specifically stating (i) that Sellers are or may be seeking the assumption and assignment of the Assigned Contracts, (ii) the deadline for objecting to the Cure Costs or any other aspect of the proposed assumption and assignment of the Assigned Contracts to Purchaser, and (iii) in an exhibit, Sellers' good faith estimate of the amounts necessary to cure any defaults under each of the Assigned Contracts as reasonably determined by Sellers based on Sellers' Books and Records, (y) taking, as promptly as practicable, all other actions reasonably requested by Purchaser to facilitate any negotiations with the counterparties to such Assigned Contracts and to obtain an Order, including a finding that the proposed assumption and assignment of the Assigned Contracts to Purchaser satisfies all applicable requirements of Section 365 of the Bankruptcy Code, and (z) paying all Excess Cure Costs at the Closing). The Sale Order shall provide that as of and conditioned on the occurrence of the Closing, Sellers shall assign or cause to be assigned to Purchaser or a Designated Purchaser, as applicable, the Assigned Contracts, each of which shall be identified in an exhibit to the Sale Order (along with the required cure amount) by the name or appropriate description and date of the Assigned Contract (if available), the other party to the Assigned Contract and the address of such party for notice purposes. At the Closing, subject to Section 1.5(b), Sellers shall, pursuant to the Sale Order and the Assignment and Assumption Agreement, assign to Purchaser or a Designated Purchaser all Assigned Contracts that may be assigned by any such Seller to Purchaser or a Designated Purchaser pursuant to Sections 363 and 365 of the Bankruptcy Code. At the Closing, Purchaser (i) shall pay all Cure Costs (other than the Excess Cure Costs) and (ii) shall assume or cause to be assumed, and thereafter in due course and in accordance with its respective terms pay, fully satisfy, discharge and perform (or cause to be fully satisfied, discharged and performed) all of the obligations under each Assigned Contract pursuant to Section 365 of the Bankruptcy Code and the Assignment and Assumption Agreement, as applicable. Purchaser may request, in its reasonable business judgment, certain modifications and amendments to any Contract as a condition to such Contract becoming an Assigned Contract, and Sellers shall use commercially reasonable efforts to obtain such modifications or amendments; provided, however, that, for so long as Sellers use commercially reasonable efforts to obtain such modifications or amendments, the failure to obtain any such modifications or amendments shall, in and of itself, not be a condition to Purchaser's obligation to consummate the transactions contemplated by this Agreement on the Closing Date.

(b) Excluding Assigned Contracts. Purchaser shall have the right to notify Sellers in writing of any Assigned Contract that it does not wish to assume up to the time of the Auction and any such previously considered Assigned Contract that Purchaser no longer wishes to assume shall be automatically deemed removed from the Schedules related to Assigned Contracts and automatically deemed added to the Schedules related to Excluded Contracts, in each case, without any adjustment to the Purchase Price.

1.6 Bulk Sales Laws.

(a) Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of all Encumbrances (other than Permitted Encumbrances), including any Encumbrance or claims arising out of any bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. Notwithstanding the foregoing, subject to Section 1.6(b), Purchaser and Sellers hereby agree to waive compliance with the requirements and provisions of Article 6 of the Uniform Commercial Code as adopted in any jurisdiction that may be applicable with respect to the sale to Purchaser of any or all of the Acquired Assets.

(b) Notwithstanding Section 1.6(a), within five (5) business days after the execution of this Agreement, Purchaser shall provide the Company with a copy of its proposed New Jersey Form C-9600 – Notification of Sale, Transfer, or Assignment in Bulk or any successor form (the "Form C-9600") for the Company's review and approval. Purchaser shall incorporate any reasonable comments received

from the Company within five (5) calendar days from Purchaser's delivery of its proposed Form C-9600 to the Company; provided, however, the Parties agree that such Form C-9600 shall include and specifically identify each Seller and each Seller's New Jersey tax identification number (if any). Purchaser shall be responsible for filing such Form C-9600, together with an executed copy of this Agreement, with the New Jersey Department of Treasury, Division of Taxation, Bulk Sales Unit (the "Department") within three (3) calendar days after receiving and resolving any open issues with respect to Sellers' comments. Subsequent to such filing, Sellers shall have the right to negotiate directly with the Department as to the amount of the Tax Escrow (as defined below), as well as the ultimate tax liability of any Seller to the State of New Jersey, including right to file a New Jersey Form TTD – Asset Transfer Tax Declaration (the "Declaration"), provided that Seller shall keep Purchaser informed of all developments with respect thereto and permit Purchaser to participate in any such discussions. The parties shall cooperate in good faith to respond to any inquiries from, or requests for information from the Department arising in connection with the filing of the Form C-9600 or the Declaration. If the Department notifies Purchaser or Seller that an amount of the Purchase Price, including a Seller's estimated New Jersey tax liability in connection with the transactions contemplated by this Agreement, is required by the Department to be escrowed at the Closing by Purchaser (the "Tax Escrow"), such amount shall be withheld from the Purchase Price at Closing by Purchaser. After the Closing, any portion of the Tax Escrow that is finally determined to be properly due and owed by a Seller to the Department shall be paid by Purchaser to the Department from the Tax Escrow, and all other remaining funds in the Tax Escrow shall be promptly disbursed by Purchaser to such Seller in accordance with written allocation instructions theretofore received from and executed by such Seller. In the event that the Department determines that the Tax Escrow is not sufficient to satisfy all outstanding amounts required to be paid to such Department pursuant to the applicable jurisdiction's bulk sale law, Sellers agree, jointly and severally, to pay to the Department any further amount necessary to satisfy the Department's determination.

ARTICLE II

CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment.

(a) The aggregate consideration for the purchase of the Acquired Assets (collectively, the "Purchase Price") shall be the sum of the following:

(i) an amount in cash equal to $27,000,000 (the "Cash Amount"); plus

(ii) the assumption of Assumed Liabilities.

(b) Purchaser has delivered to the Escrow Agent, by wire transfer of immediately available funds, the sum of $2,700,000 (the "Deposit") to be held in escrow and deposited in an account pursuant to the terms and provisions hereof and in accordance with the terms and conditions of the Escrow Agreement.

(c) At the Closing, Purchaser shall pay the Cash Amount as follows:

(i) Purchaser and the Company shall direct the Escrow Agent to release the Deposit from escrow and pay it to or for the account of Sellers;

(ii) Purchaser shall pay the Tax Escrow to the Escrow Agent, as security for any amounts owed pursuant to Section 1.6(b), to the extent required by the New Jersey Department of Treasury, Division of Taxation;

(iii) Purchaser shall pay to the Remediation Escrow Agent the Estimated Remediation Amount (if any); and

(iv) Purchaser shall pay to Sellers the Cash Amount, less the Deposit, less the Tax Escrow (if any), less the Estimated Remediation Amount (if any).

(d) Any amounts payable to Sellers shall be made via wire transfer of immediately available funds into the account(s) designated in writing by Sellers not less than two (2) business days before the Closing.

2.2 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the "Closing") will take place by telephone conference and electronic exchange of documents at 10:00 a.m. New York time on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions), or at such other place and time as the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the "Closing Date." The Closing Date shall be no later than March 15, 2022.

2.3 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

(a) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company certifying that the conditions set forth in Sections 7.2(a) and 7.2(b) have been satisfied;

(b) a Bargain & Sale Deed with Covenants against Grantor's Acts substantially in the form of Exhibit C for the Acquired Real Property (i) in proper form for recordation or equivalent in accordance with applicable Law, (ii) sufficient to vest in Purchaser good and marketable title in, and fee simple ownership of, the Acquired Real Property, subject only to the Permitted Encumbrances, together with (iii) any certificates, affidavits, forms and such other documents reasonably requested by Purchaser that are customary for presentation or submission when transferring real property or recording deeds in the jurisdiction where the Acquired Real Property is located (without expanding or supplementing any of the representations and warranties hereunder or Purchaser's remedies with respect thereto, except as customarily required by title insurance companies in connection with the transfer of and insuring title to, in each applicable jurisdiction, commercial real estate or interests therein);

(c) such customary affidavits and indemnities as Purchaser's title insurance company may reasonably require (including a so-called gap indemnity) in order to issue at the Closing owner's (and lender's, if applicable) title insurance policy (or policies) insuring Purchaser's (and lender's, if applicable) fee simple title to (or in the case of a lender, security interest in) the Acquired Real Property, subject to no exceptions other than Permitted Encumbrances (without expanding or supplementing any of the representations and warranties hereunder or Purchaser's remedies with respect thereto, except as customarily required by title insurance companies in connection with the transfer of and insuring title to, in each applicable jurisdiction, commercial real estate or interests therein);

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

(e) a bill of sale substantially in the form of Exhibit A (the "Bill of Sale") duly executed by Sellers;

(f) an assignment and assumption agreement substantially in the form of Exhibit B (the "Assignment and Assumption Agreement") duly executed by Sellers; and

(g) 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).

2.4 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered to (or at the direction of) the Company:

(a) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied; and

(b) the Assignment and Assumption Agreement, duly executed by Purchaser.

2.5 Withholding. Purchaser shall be entitled to deduct and withhold from the consideration payable pursuant to this Agreement, or any other payments required to be made hereunder, such amounts as Purchaser is required to deduct and withhold with respect to the making of such payment under the Code or any applicable provision of state, local or non-U.S. Tax Law. If any amount is so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person with respect to which such deduction or withholding was imposed. Any Person making such withholding, as applicable, shall use commercially reasonable efforts to give the payee at least five (5) Business Days' prior written notification of its intention to make any such deduction or withholding.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the disclosure schedules delivered by the Company concurrently herewith (the "Schedules"), subject to Section 10.10, the Company represents and warrants to Purchaser as follows:

3.1 Organization and Qualification. Each Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization, and has all requisite corporate or similar organizational power and authority necessary to carry on its business as it is now being conducted, subject to the entry of the Sale Order. Each such Seller that is organized in the United States is duly licensed or qualified, in each case, as a "foreign" entity by the applicable Secretary of State or other appropriate Governmental Body to do business in, and is in good standing (where such concept is recognized under applicable Law) in, each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so qualified, licensed, and in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.2 Authorization of Agreement. Subject to the entry of the Sale Order, each Seller has all necessary corporate or similar organizational power and authority to execute and deliver this Agreement and each of the other agreements contemplated hereby (each such agreement, an "Ancillary Agreement") to which it is a party and to perform its obligations hereunder and thereunder and to consummate the

transactions contemplated hereby or thereby. The execution, delivery and performance by each Seller of this Agreement and each of the Ancillary Agreements to which it is a party, and the consummation by such Seller of the transactions contemplated hereby or thereby, subject to requisite Bankruptcy Court approvals as described in this Agreement, have been, or with respect to any Ancillary Agreement to which such Seller is a party, will be prior to the execution and delivery thereof, duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part or on the part of any of its stockholders or other equityholders are, or will be when so executed and delivered, necessary to authorize the execution, delivery and performance by such Seller of this Agreement or any Ancillary Agreement to which it is a party and the consummation by it of the transactions contemplated hereby or thereby. Subject to requisite Bankruptcy Court approvals, this Agreement has been, and at or prior to Closing, each Ancillary Agreement to which it is a party will be, duly executed and delivered by such Seller and, assuming due authorization, execution and delivery hereof by the other parties hereto or thereto, constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (clauses (i) and (ii), collectively, the "Enforceability Exceptions").

3.3 Conflicts; Consents. Assuming that (a) requisite Bankruptcy Court approvals are obtained and (b) the notices, authorizations, registrations, approvals, Orders, permits or consents set forth on Schedule 3.3 are made, given or obtained (as applicable), the execution and delivery by Sellers of this Agreement and each Ancillary Agreement, and the consummation by Sellers of the transactions contemplated hereby or thereby, and the performance and compliance by Sellers with any of the terms or provisions hereof or thereof, do not and will not (i) violate any provision (A) of the Company's certificate of incorporation or bylaws or (B) of the similar Organizational Documents of any other Seller, (ii) violate any Law or Order applicable to Sellers or any of the Acquired Assets or by which Sellers or any of the Acquired Assets may be bound or affected, (iii) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, acceleration or cancelation under, any of the terms or provisions of any Assigned Contract or Transferred Permit (except, in each case described in this clause (iii), to the extent that any such breach or default would be cured and the applicable Assigned Contract or Transferred Permit would be assignable upon payment of the applicable cure amount hereunder), (iv) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of the Company or any other Seller, or (v) require consent from any party in connection with the transfer of any Acquired Real Property, except, in the case of clauses (iii), (iv) and (v), as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets or the Assumed Liabilities, taken as a whole. Except as set forth on Schedule 3.3 or otherwise expressly contemplated herein, and except for the requisite Bankruptcy Court approvals, no filings with, notices or authorizations of any Governmental Bodies are required in connection with the transactions contemplated hereby.

3.4 Real Property.

(a) Schedule 3.4(a) sets forth the address of all real property owned by the Company or one of its Subsidiaries (together with all buildings and other structures, facilities or improvements located thereon, the "Owned Real Property"). Teligent Pharma, Inc. has good title to the Owned Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances and Encumbrances that will be released or otherwise removed pursuant to the Sale Order). Complete and correct copies of any title reports, surveys and appraisals in each Sellers' possession or any policies of title insurance currently in force and in the possession of a Seller with respect to the Owned Real Property have heretofore been delivered by the Sellers to Purchaser.

(b) Except as set forth on Schedule 3.4(b): (i) there are no outstanding options, repurchase rights or rights of first refusal to purchase or lease any Owned Real Property, or any portion thereof or interest therein, to which the Company or its Subsidiaries are a party; (ii) neither the Company nor any of its Subsidiaries is a lessor under, or otherwise a party to, any lease, sublease, license, concession or other agreement pursuant to which the Company or any of its Subsidiaries has granted to any Person the right to use or occupy all or any portion of the Owned Real Property; (iii) neither the Company nor its Subsidiaries has received written notice from any Governmental Body regarding presently pending or, to the Knowledge of Sellers, threatened condemnation or eminent domain proceedings affecting any of the Owned Real Property; and (iv) neither the Company nor its Subsidiaries has received written notice from any Governmental Body that the use and occupancy of any of the Owned Real Property, as currently used and occupied, and the conduct of the business thereon, as currently conducted, violates in any material respect any deed restrictions, contractual obligation, or applicable Law consisting of building codes, zoning, subdivision or other land use or similar Laws.

(c) To the Knowledge of Seller, all buildings, structures, improvements and fixtures located on, under or within the Owned Real Property are in good operating condition and repair, reasonable wear and tear excepted and taking into account the relative ages and/or service period of such assets. The public utilities serving the Owned Real Property, including water, sewer, gas, electric, telephone and drainage facilities, give adequate service to the Owned Real Property.

3.5 Title to Property. Except as set forth on Schedule 3.5 and as provided in Section 3.4 hereof, and subject to the requisite Bankruptcy Court approvals and assumption by the applicable Seller of the applicable Contracts in accordance with applicable Law (including satisfaction of any applicable Cure Costs), and except as a result of the commencement of the Bankruptcy Case, the Sellers own good and valid title to, or hold a valid leasehold interest in, all of the Acquired Assets, whether tangible or intangible, free and clear of all Encumbrances (other than Permitted Encumbrances).

3.6 Contracts.

(a) Schedule 3.6(a) sets forth a list of all Material Contracts as of the date of this Agreement. For purposes of this Agreement, "Material Contract" means any Contract to which, to the Knowledge of Sellers, any Seller is a party or by which any Seller or any of their respective properties or assets is bound (in each case, excluding any Seller Plan) that is:

(i) a Contract with respect to any lease, capital lease or other agreement to which the Company or any of its Subsidiaries is a lessor or a lessee of any personal property or holds or operates any tangible personal property owned by another Person; or

(ii) a service agreement or similar Contract used in the operations or maintenance of the Acquired Real Property (excluding, for the avoidance of doubt, software license agreements).

(b) Subject to requisite Bankruptcy Court approvals and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except with respect to any Contract that has previously expired in accordance with its terms (or, after the date of this Agreement, is terminated, restated or replaced in compliance with this Agreement) (i) each Material Contract that is an Assigned Contract is valid and binding on the Company and/or one or more of its Subsidiaries to the extent such Person is a party thereto, as applicable, and each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions; and (ii) except as a result of the commencement of the Bankruptcy Case, neither the Company nor any such Subsidiary has given or received written notice of the existence of any breach or default on the part of the

Company or such Subsidiary under any Material Contract that is an Assigned Contract, and, to the Knowledge of Sellers, no such breach or default exists (with or without notice or the lapse of time), in each case, except as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets and the Assumed Liabilities, taken as a whole.

3.7 Permits; Compliance with Laws; Litigation. Set forth on Schedule 3.7 is a list of all Permits utilized in the operation of, or that relate to, the Acquired Assets (excluding, for the avoidance of doubt, any Distribution Licenses). The Company and its Subsidiaries are in material compliance with all Laws or Orders applicable to the ownership and operation of the Acquired Assets as operated as of the date hereof. The Company and its Subsidiaries hold all material Permits necessary for the lawful operation of the Acquired Assets and there are no Actions pending or, to the Knowledge of Sellers, threatened by any Governmental Body that seek the revocation, cancellation, suspension or adverse modification thereof. There are no Actions pending or, to the Knowledge of Sellers, threatened that relate to Acquired Assets.

3.8 Health Care Regulatory Matters.

Except as set forth on Schedule 3.8:

(a) the Acquired Real Property is operating in compliance in all material respects with all applicable sections of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §301 et seq. ("FDCA"), and the current Good Manufacturing Practice regulations set forth at 21 C.F.R. Parts 210, 211 or 600 (including 21 CFR 211.42, 211 CFR 211.46, 21 CFR 211.48, 21 CFR 211.56, and 21 CFR 211.58) and all relevant FDA guidance documents as specifically related to the infrastructure and physical integrity of the Acquired Real Property;

(b) to the Knowledge of Sellers, Seller is operating the Acquired Real Property in compliance with all relevant GMP regulations, and in the last five (5) years Seller has not received any written violation or alleged violation of any GMP regulations;

(c) in the last five (5) years, Seller has not received written notice that the Acquired Real Property operations or the manufacture of products at the Acquired Real Property have been the subject of any regulatory enforcement action issued, initiated, threatened in writing or, to the Knowledge of Sellers, otherwise threatened by the FDA or any Governmental Body;

(d) to the Knowledge of Sellers, there is no enforcement action or restriction issued, initiated, or threatened from DEA that would impact the ability of the Acquired Real Property to operate as an analytical lab; and

3.9 Environmental Matters. Except as set forth on Schedule 3.9, (a) neither the Company nor any of its Subsidiaries have received any written notice alleging that the Company or any of its Subsidiaries, or the Acquired Assets, are or were in violation of or have liability under any Environmental Law, in each case to the extent the subject matter of such notice or request relates to the Acquired Assets and is still unresolved or otherwise pending, (b) the Company and its Subsidiaries possess and are in compliance with all Permits required under Environmental Laws for the operation and ownership of their respective businesses and the Acquired Assets ("Environmental Permits"), except where the failure to possess or comply with such Permits would not, individually or in the aggregate, reasonably be expected to result in material liability to the Company or any of its Subsidiaries or the owner of the Acquired Real Property under any Environmental Law; (c) the Environmental Permits are listed on Schedule 3.9, copies of which have been provided to Purchaser, and the Company and its Subsidiaries are and have been in compliance with the Environmental Permits in all material respects except where the failure to comply would not, individually or in the aggregate, reasonably be expected to result in material liability to the Company or

any of its Subsidiaries or the owner of the Acquired Real Property; (d) to the Knowledge of Sellers, the Owned Real Property and the Company and its Subsidiaries with regard to their ownership of, and activities and operations in connection with, the Acquired Assets have been in compliance with Environmental Law in all material respects except where the failure to comply would not, individually or in the aggregate, reasonably be expected to result in material liability to the Company or any of its Subsidiaries or the owner of the Acquired Real Property; (e) neither the Company nor any of its Subsidiaries has received any written notice regarding the revocation, suspension or material amendment of any Environmental Permit that remains unresolved; (f) there is no Action under or pursuant to any Environmental Law or Environmental Permit that is pending or, to the Knowledge of Sellers, threatened in writing, against the Company or any of its Subsidiaries or with regard to the Acquired Assets, (g) neither the Company nor any of its Subsidiaries nor any of the Acquired Assets is subject to any Order imposed by any Governmental Body pursuant to Environmental Laws under which there are uncompleted, outstanding or unresolved material obligations on the part of the Company or its Subsidiaries or with regard to any of the Acquired Assets, (h) to the Knowledge of Sellers, no Hazardous Substances have been Released at the Acquired Real Property or from or at the Acquired Assets, in each case that are reasonably likely to result in any material Liability to the Company or any of its Subsidiaries under Environmental Laws; (i) to the Knowledge of Sellers, the Company has provided to Purchaser all material environmental reports, studies, audits or assessments in the possession of the Company or its Subsidiaries regarding the Acquired Assets; (h) the transfer of the Acquired Assets will not trigger any obligations under ISRA, except with regard to the Owned Real Property; (i) to the Knowledge of Sellers, no facts or circumstances exist that would reasonably be expected to result in a material liability under Environmental Laws for the owner or operator of the Acquired Assets; (j) to the Knowledge of Sellers, no action has been taken with regard to the Owned Real Property that would trigger an obligation under ISRA since the issuance in 2011 of a no further action determination under ISRA for the Owned Real Property; and (k) to the Knowledge of Sellers, no sampling, investigation, remediation or decommissioning work is required for any laboratory on the Owned Real Property because of past cessation of laboratory operations, and no material costs will be required for sampling, investigation, remediation or decommissioning work at cessation of current laboratory operations after Closing. This Section 3.9, and the last sentence of Section 3.3 with regard to the Environmental Permits listed on Schedule 3.9, constitutes the sole and exclusive representations and warranties with respect to Environmental Laws and Environmental Permits.

3.10 Tax Matters.

(a) Each Seller has timely filed all material Tax Returns with respect to the Acquired Assets required to be filed by it, and all such filed Tax Returns (taking into account all amendments thereto) are true, complete and accurate in all material respects and all Taxes required to be paid in respect of the Acquired Assets have been timely paid.

(b) There are no Encumbrances (other than Permitted Encumbrances) for Taxes on any of the Acquired Assets.

(c) No written notice from any Governmental Body of proposed adjustment, deficiency or underpayment of Taxes with respect to the Acquired Assets has been received by any Seller that has not since been satisfied by payment or been finally withdrawn, and no written notification has been provided by any Governmental Body of a current intent to raise such issues.

(d) There are no pending or threatened in writing audits, investigations, disputes, notices of deficiency, assessments or other Actions or proceedings for or relating to any Liability for material Taxes relating to the Acquired Assets.

(e) To the Knowledge of Sellers, no written claim has been made by a Governmental Body in a jurisdiction where a Seller does not file a particular type of Tax Return or pay a particular type of Tax that such Seller is subject to such type of Tax in that jurisdiction with respect to the Acquired Assets.

Notwithstanding anything in this Agreement to the contrary, the representations and warranties in this Section 3.10 (insofar as they relate to Taxes) shall constitute the sole representation and warranties with respect to Taxes. No representation or warranty is made with respect to the validity of any Tax position or the availability of any Tax attribute, in each case, for any Tax period (or any portion thereof) following the Closing.

3.11 Brokers. Except for Raymond James & Associates, Inc. and PharmaBioSource Realty, the fees and expenses of which will be paid by the Company on or prior to the Closing Date, no broker, finder, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Company or any of its Subsidiaries.

3.12 Seller Plans; Employees. Except as would not be reasonably expected to result in material Liability to Purchaser on or following the Closing, (i) all Seller Plans have been maintained in accordance with their terms and are in compliance with the requirements prescribed by applicable Laws, (ii) none of the Sellers, including the Company or any Subsidiary of the Company sponsors, maintains or contributes to (or has any obligation to contribute to), and in the last six (6) years has not sponsored, maintained or contributed to (or been obligated to contribute to), any (x) plan subject to Section 412 of the Code or Title IV of ERISA, (y) multiple employer plan, as defined in Section 413(c) of the Code or (z) multiemployer plan within the meaning of Section 4001(a)(3) or 3(37) of ERISA and (iii) the Sellers, including the Company and its Subsidiaries are in compliance with all applicable Laws relating to employment of labor, including all applicable Laws relating to wages, hours, hiring, discharge or terms of employment, collective bargaining, employment discrimination, harassment or retaliation, worker safety and health, employee leave, plant closures and layoffs, worker classification, workers' compensation, pay equity, classification of employees and independent contractors, work visas or employment authorization (including under the Immigration Reform and Control Act), and the collection and payment of withholding and/or social security Taxes. Neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement or other labor union Contract applicable to employees and, to the Knowledge of Sellers, there are no activities or proceedings of any labor union to organize any employees.

3.13 Insurance. Set forth in Schedule 3.13 is a list of all insurance policies held by the Company or a Subsidiary of the Company that relates to the Acquired Assets. All such policies are in full force and effect and provide the coverage described on Schedule 3.13 and shall be in full force and effect at all times through and including the Closing. To the Knowledge of Sellers, no event has occurred, including the failure by Sellers to give any notice or information, or Sellers giving any inaccurate or erroneous notice or information, which limits or impairs the rights of Sellers under any such insurance policies.

3.14 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) and in any certificates delivered by or on behalf of the Sellers at the Closing (the "Express Representations"), no Seller nor any Person on behalf of any Seller makes any express or implied representation or warranty with respect to the Company or any of its Subsidiaries, the Acquired Assets or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person, including in the Projections, the Confidential Information Memorandum prepared by the Company (the "Information Presentation") or in that certain datasite

administered by Datasite (the "Dataroom") or elsewhere, to Purchaser or any of its Affiliates or Advisors on behalf of the Company or any of its Affiliates or Advisors. Except with respect to the Express Representations, all other representations and warranties, whether express or implied, are hereby expressly disclaimed by Sellers.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Company as follows.

4.1 Organization and Qualification. Purchaser is a corporation, validly existing and in good standing under the laws of State of Delaware and has all requisite power and authority necessary to carry on its business as it is now being conducted.

4.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and each Ancillary Agreement to which it is a party, and the consummation by Purchaser of the transactions contemplated hereby and thereby, subject to requisite Bankruptcy Court approvals, have been, or with respect to any Ancillary Agreement to which Purchaser is a party, will be prior to the execution and delivery thereof, duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are, or will be when so executed and delivered, necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements and the consummation by it of the transactions contemplated hereby and thereby. Subject to requisite Bankruptcy Court approvals, this Agreement has been, and at or prior to the Closing, each Ancillary Agreement to which it is a party will be, duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, this Agreement and each Ancillary Agreement to which it is a party constitutes a legal, valid and binding obligation of Purchaser when so executed, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

4.3 Conflicts; Consents. Assuming that requisite Bankruptcy Court approvals are obtained, neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the transactions contemplated hereby, nor performance or compliance by Purchaser with any of the terms or provisions hereof, will (i) conflict with or violate any provision of Purchaser's articles of incorporation or bylaws or similar Organizational Documents, or (ii) violate any Law or Order applicable to Purchaser.

4.4 Financing. Purchaser has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Cash Amount, to assume the Assumed Liabilities, and to consummate all of the other transactions contemplated by this Agreement. Purchaser is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts and the related Assumed Liabilities.

4.5 Brokers. No broker, finder, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Purchaser.

4.6 No Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against Purchaser that will adversely affect in any material respect Purchaser's ability to consummate the transactions contemplated by this Agreement (other than with respect to any objection, adversary proceeding or other contested matter which may after the date hereof be filed or otherwise arise in connection with the Bankruptcy Case).

4.7 Certain Arrangements. As of the date hereof, there are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, and any member of the management of the Company or any of its Subsidiaries or board of directors (or applicable governing body of any Subsidiary), any holder of equity or debt securities of the Company or its Subsidiaries, or any lender or creditor of the Company or its Subsidiaries, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the transactions contemplated by this Agreement or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of the Company to entertain, negotiate or participate in an Alternative Transaction.

4.8 Acknowledgment by Purchaser.

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted an independent investigation and analysis of the business of the Company and its Subsidiaries, including the financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental compliance, employee matters, regulatory compliance, business risks and prospects of the Company and its Subsidiaries and the Acquired Assets and the Assumed Liabilities, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser and the Purchaser Group have, other than the Express Representations, relied on the results of the Purchaser Group's own independent investigation and analysis and have not relied on, are not relying on, and will not rely on, any Seller, any Subsidiary, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom, the Information Presentation, or the Projections or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made by any Seller Party to Purchaser or any member of the Purchaser Group on which Purchaser or any member of the Purchaser Group may rely in connection with the transactions contemplated by this Agreement; and (ii) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (A) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent set forth in the Express Representations) including in the Dataroom, Information Presentation, Projections, meetings, calls or correspondence with management of the Company and its Subsidiaries, any of the Seller Parties or any other Person on behalf of the Company, its Subsidiaries or any of the Seller Parties or any of their respective Affiliates or Advisors and (B) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental compliance, employee matters, regulatory compliance, business risks and prospects of the Company or any of its Subsidiaries, or the quality, quantity or condition of the Company's or its Subsidiaries' assets, are, in each case, specifically disclaimed by the Company, on its behalf and on behalf of the Seller Parties, and each Seller. Purchaser, on its own behalf and on behalf of the Purchaser Group: (1) disclaims reliance on the items in clause (ii) in the immediately preceding sentence (which do not, for the avoidance of doubt, include Purchaser's and the Purchaser Group's reliance on the Express Representations) and (2) together with Sellers, acknowledges and agrees that Purchaser has relied on, is relying on and will rely on only the Express Representations. Without limiting the generality of the

foregoing, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither the Company nor any other Person (including the Seller Parties) has made, is making or is authorized by or on behalf of any Seller Party to make, and Purchaser, on its own behalf and on behalf of the Purchaser Group, hereby waives all rights and claims it or they may have against any Seller Party with respect to the accuracy of, any omission or concealment of, or any misstatement with respect to, (x) any potentially material information regarding the Company, its Subsidiaries or any of their respective assets (including the Acquired Assets), Liabilities (including the Assumed Liabilities) or operations and (y) any warranty or representation (whether in written, electronic or oral form), express or implied, as to the quality, merchantability, fitness for a particular purpose, or condition of the Company's or its Subsidiaries' business, operations, assets, Liabilities, Contracts, environmental compliance, employee matters, regulatory compliance, business risks and prospects or any portion thereof, except, in each case, solely to the extent expressly set forth in the Express Representations.

(b) Without limiting the generality of the foregoing (including any of the Express Representations), in connection with the investigation by the Purchaser Group of the Company and its Subsidiaries, Purchaser and the members of the Purchaser Group, and the Advisors of each of the foregoing, have received or may receive, from or on behalf of the Company, certain projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the Information Presentation, Dataroom, management meetings, etc.) (collectively, "Projections"). Purchaser acknowledges and agrees, without limiting any of the Express Representations, on its own behalf and on behalf of the Purchaser Group, that (i) such Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of the Company and its Subsidiaries, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv) Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

4.9 As Is and Where Is. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. PURCHASER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ARTICLE V

BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

(a) As promptly as practicable after the date hereof, Sellers shall file with the Bankruptcy Court a motion seeking approval of (y) the Bidding Procedures Order and (z) the Sellers' authority to enter into this Agreement (the "Bidding Procedures Motion"); provided that the Company may modify the Bidding Procedures Motion pursuant to discussions with the United States Trustee assigned to the Bankruptcy Case, the Bankruptcy Court, Sellers' secured lenders, any creditor or statutory committee representing a group of creditors in the Bankruptcy Case, or any other party in interest; provided further that any and all such modifications (to the extent materially adverse to Purchaser) are first approved by Purchaser. The bidding procedures to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Purchaser agrees and acknowledges that Sellers, including through their

representatives, are and may continue soliciting inquiries, proposals or offers from third parties in connection with any Alternative Transaction.

(b) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, Sellers shall diligently pursue the entry of (x) the Bidding Procedures Order and (y) the Sale Order, in each case, by the Bankruptcy Court.

(c) Sellers and Purchaser shall reasonably cooperate with the Company to assist in obtaining the Bankruptcy Court's entry of the Sale Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as reasonably practicable, including furnishing affidavits, non-confidential financial information, or other documents or information for filing with the Bankruptcy Court and making such Advisors of Purchaser and Sellers and their respective Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things, providing adequate assurances of performance by Purchaser as required under Section 365 of the Bankruptcy Code, and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

(d) Each of Sellers and Purchaser shall appear formally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement and keep the other reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by any Seller from the Bankruptcy Court or any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement.

(e) If the prevailing party at the conclusion of the Auction (such prevailing party, the "Successful Bidder") fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the next highest bidder (the "Backup Bidder") will be deemed to have the new prevailing bid, and Sellers shall be required to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement; provided, however, that Purchaser shall only be required to keep Purchaser's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) open and irrevocable until the earlier of (i) the Outside Back-Up Date or (ii) the date of closing of an Alternative Transaction with the Successful Bidder.

(f) Sellers and Purchaser acknowledge that this Agreement and the sale of the Acquired Assets are subject to higher and better bids and Bankruptcy Court approval. Sellers and Purchaser acknowledge that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice thereof to the creditors of Sellers and other interested parties, providing information about Sellers to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an Auction.

(g) Notwithstanding any other provision of this Agreement to the contrary, Purchaser acknowledges that Sellers and their Affiliates and Advisors are and may continue soliciting and/or responding to inquiries, proposals or offers for the Acquired Assets and may furnish any information with respect to, or assist or participate in, or facilitate in any other manner, any effort or attempt by any Person to do or seek to do any of the foregoing in connection with any Alternative Transaction.

(h) Purchaser shall provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code for the Assigned Contracts. Purchaser agrees that it will take actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate

demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Purchaser's Advisors available to testify before the Bankruptcy Court.

5.2 Cure Costs. Subject to entry of the Sale Order and consummation of the Closing, Purchaser shall, on the Closing, pay the Cure Costs (other than the Excess Cure Costs) and cure any and all other defaults and breaches under the Assigned Contracts, and Seller shall pay the Excess Cure Costs, so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement.

5.3 Sale Order. The Sale Order shall be in the form attached as Exhibit D or in such other form as Sellers and Purchaser shall agree to, with such consent not to be unreasonably withheld, conditioned, or delayed. Purchaser agrees that it will promptly take reasonable actions to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (i) demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and (ii) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code; provided that Sellers will pay all Excess Cure Costs.

5.4 Approval. Sellers' obligations under this Agreement and in connection with the transactions contemplated hereby are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Sale Order). Nothing in this Agreement shall require the Company or its Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

ARTICLE VI

COVENANTS AND AGREEMENTS

6.1 Conduct of Business of Sellers.

(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(a), 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), the Company shall use its and cause its Subsidiaries to use their commercially reasonable efforts to preserve the Acquired Assets and, unless Purchaser otherwise consents in writing, which consent shall not be unreasonably withheld, the Company shall, and shall cause each of its Subsidiaries to, pay all of their respective post-petition obligations in the Ordinary Course.

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

(c) Notwithstanding the foregoing, 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(c),

(i) the Company shall not, and shall cause its Subsidiaries not to, sell, divest, distribute, assign, license, mortgage, pledge, encumber, transfer, lease or sublease to any Person (other than the Purchaser) any property, right, privilege, interest or any other asset of Sellers that would otherwise constitute an Acquired Asset if owned immediately prior to the Closing; and

(ii) the Company shall, and shall cause its Subsidiaries to, (x) maintain in full force and effect the insurance policies set forth on Schedule 3.13 (or comparable policies of insurance) at all times through the Closing and (y) use commercially reasonable efforts to perform or cause to be performed, all land and maintenance services as would a reasonably prudent operator to maintain the Acquired Assets.

(d) Prior to the Closing, (A) the Company shall cause all Books and Records of the Company or its Subsidiaries that are Excluded Assets and all products (including but not limited to, products on stability), product samples and other inventory to be removed from the Acquired Real Property and (B) to the extent that the Company has delivered recall notices or market withdrawal notices to third parties indicating that recalled or withdrawn products should be delivered to the Owned Real Property, the Company shall send notices to such third parties indicating that recalled or withdrawn products (as applicable) should instead be delivered to the Company at a different location or to a specified third-party service provider regularly engaged in such activities and engaged by the Company. In the event the Company initiates any product recalls or market withdrawals after the date hereof, it shall engage such a third-party service provider to receive and destroy such product.

6.2 Access to Information.

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Article VIII), the Company will, and will cause its Subsidiaries to, provide Purchaser and its Advisors with reasonable access, upon reasonable advance notice and during regular business hours, to the Books and Records (including work papers, schedules, memoranda, Tax Returns, Tax schedules, Tax rulings, and other Books and Records), documents, data, files, personnel and offices and properties of the Company and its Subsidiaries, in order for Purchaser and its Advisors to access such information regarding the Company and its Subsidiaries as is reasonably necessary in order to consummate the transactions contemplated by this Agreement or otherwise as reasonably requested by Purchaser in connection with Purchaser's actions provided for in this Agreement, as necessary for, or reasonably requested by, Purchaser to obtain title insurance for the Acquired Real Property or as requested by Purchaser in order for Purchaser and its Advisors to conduct the environmental review contemplated in Section 6.3(b); provided that (i) such access does not unreasonably interfere with the normal and Ordinary Course operations of the Company and its Subsidiaries, (ii) all requests for access will be directed to Raymond James and Associates, Inc. or such other Person(s) as the Company may designate in writing from time to time; and (iii) nothing herein will require the Company to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would result in the waiver of any attorney-client, work-product or other legal privilege or accountant privilege, or (B) would reasonably be expected to violate any applicable Laws; provided, further that the Company and its Subsidiaries will use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that is not inconsistent with the foregoing; provided further that no such access shall be required in connection with a proceeding between Purchaser or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand.

(b) The information provided pursuant to this Section 6.2 will be used solely for the purpose of consummating the transactions contemplated hereby or in connection with Purchaser's actions provided for in this Agreement, and will be governed by all the confidentiality terms and conditions of the Confidentiality Agreement. Neither the Company nor any of the Sellers makes any representation or

warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, other than the Express Representations.

(c) From and after the Closing until the closing of the Bankruptcy Case, Purchaser will provide Sellers and their Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the Books and Records, including work papers, schedules, memoranda, and other documents transferred to Purchaser pursuant to this Agreement (for the purpose of examining and copying) relating to the Acquired Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities, in each case, in Purchaser's possession or control and solely to the extent concerning periods or occurrences prior to the Closing Date, and reasonable access, during normal business hours, and upon reasonable advance notice, to personnel, offices and properties of Purchaser, as may be reasonably requested by the Company in connection with the Bankruptcy Case, the wind-down and liquidation of Sellers, to comply with legal, regulatory, stock exchange and financial reporting requirements, or to satisfy any audit, accounting or similar requirement; provided, in each case, that such access does not unreasonably interfere with the normal operations of Purchaser; provided further that nothing herein will require Purchaser to provide access to, or to disclose any information to, Sellers if such access or disclosure (i) would result in the waiver of any attorney-client, work-product or other legal privilege or accountant privilege, (ii) would reasonably be expected to violate any applicable Laws, (iii) would reasonably expected to be in violation of the provisions of any agreement (including any confidentiality obligation) by which Purchaser or any of its Subsidiaries is bound, or (iv) would violate any fiduciary duty; provided that Purchaser and its Subsidiaries will use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that is not inconsistent with the foregoing; provided further that no such access shall be required in connection with a proceeding between Purchaser or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand.

(d) Unless otherwise consented to in writing by the other Parties, no Party, for the period from and after the Closing until the closing of the Bankruptcy Case, shall destroy, alter or otherwise dispose of any of the Books and Records relating to any period occurring on or prior to the Closing without providing reasonable advance notice to such other Party and offering to permit such other Party (at such other Party's sole cost and expense) to make copies of such Books and Records or any portion thereof that such Party may intend to destroy, alter or dispose of. From and after the Closing, Purchaser will, and will cause its employees to, provide Sellers with reasonable assistance, support and cooperation, upon reasonable advance notice and during normal business hours, with Sellers' wind-down and related activities (e.g., helping to locate documents or information related to and assistance with preparation of Tax Returns or prosecution or processing of insurance/benefit claims); provided that such assistance, support and cooperation does not (i) unreasonably interfere with Purchaser's business and operations or (ii) require Purchaser to incur any out of pocket costs or expenses.

(e) Except for contacts in the Ordinary Course unrelated to the transactions contemplated hereby, Purchaser will not, and will not permit any member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of the Company or its Subsidiaries prior to the Closing with respect to the Company, its Subsidiaries, their business or the transactions contemplated by this Agreement without the prior written consent of the Company for each such contact, such consent not to be unreasonably withheld, conditioned or delayed.

(f) From and after the Closing until the closing of the Bankruptcy Case, Sellers will, at Purchaser's expense, provide Purchaser and its Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the Books and Records, including work papers, schedules, memoranda, and other documents relating to the Company or its Subsidiaries (for the purpose of examining and copying) relating to the Acquired Assets, the Excluded Assets, the Assumed Liabilities or the Excluded

Liabilities, in each case, in Sellers' possession or control and solely to the extent concerning periods or occurrences prior to the Closing Date as may be reasonably requested by Purchaser (i) to comply with legal, contractual, regulatory, stock exchange and financial reporting requirements, (ii) to satisfy any audit, accounting or similar requirement, or (iii) to satisfy any other bona fide legal compliance, accounting or tax purpose; provided that nothing herein will require Sellers to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would result in the waiver of any attorney-client, work-product or other legal privilege or accountant privilege, (B) would reasonably be expected to violate any applicable Laws, or (C) would violate any fiduciary duty; provided that Sellers will use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that is not inconsistent with the foregoing; provided further that no such access shall be required in connection with a proceeding between Purchaser or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand.

6.3 Environmental Matters.

(a) Purchaser shall be responsible, at its sole cost and expense, for completing all action required pursuant to ISRA for the transfer of the Owned Real Property pursuant to the terms of this Agreement, including if applicable and required by ISRA, completing the Preliminary Assessments and all other assessments, investigations, and remedial actions required pursuant to ISRA, obtaining Remedial Action Permits for Soil or Groundwater, as necessary, from New Jersey Department of Environmental Protection and completing all remediation and monitoring obligations required by New Jersey Department of Environmental Protection or the Licensed Site Remediation Professional, maintaining the Remediation Funding Source (as that term is defined in ISRA) and the Financial Assurance required pursuant to a Remedial Action Permit for Groundwater, if any, and payment of all fees, surcharges, or oversight costs assessed by the New Jersey Department of Environmental Protection in connection with the foregoing or Licensed Site Remediation Professional, if necessary; provided that the Sellers shall cooperate, at Purchaser's expense for reasonable out-of-pocket costs and expenses (excluding legal costs and expenses), with all reasonable requests of Purchaser for assistance in complying with ISRA, including executing necessary documents and providing necessary information, and provided further that Purchaser shall have sole and absolute discretion regarding how to comply with ISRA; provided, however, that the applicable remediation standard shall be an industrial cleanup standard. Notwithstanding any other provision of this Agreement, Sellers covenant not to take any action that will trigger obligations under ISRA with regard to the Owned Real Property, other than the execution of this Agreement and the transfer of the Owned Real Property contemplated by it.

(b) No later than November 29, 2021, the Company shall provide to Purchaser all documents in its possession, and shall request from its current or former consultants PT Consultants Inc. ("PT Consultants") and React Environmental Professional Services Group, Inc. ("React") and use all commercially reasonable efforts to obtain from PT Consultants and React, and to the extent received by Sellers shall make available to Purchaser's environmental consultant at the Acquired Real Property or through electronic means, all documents in their possession concerning the following: (i) past ISRA-related activities; (ii) operation and/or closure of a septic system; and (iii) groundwater monitoring wells (the foregoing (i)-(iii) are collectively, the "ISRA Documents"). The Company and Purchaser shall share equally the reasonable out-of-pocket costs and expenses charged by PT Consultants and/or React to provide the ISRA Documents. After execution of this Agreement, Purchaser's environmental consultant shall be granted access to the Owned Real Property on December 1, 2021, or shortly thereafter as requested by Purchaser, for the purpose of (y) performing, to the extent feasible, a limited Phase I environmental site assessment in accordance with ASTM Standard E1527-13 and Standard E1527-21 and a Preliminary Assessment (as defined under any New Jersey Environmental Law), and (z) collecting samples from up to twelve (12) soil borings and/or temporary monitoring wells drilled or installed in the ground outside any building, and having a laboratory analyze such samples ("Sampling"), for the presence of Hazardous

Substances for which action would reasonably be expected to be required under ISRA in connection with transfer of the Owned Real Property under this Agreement. Purchaser's environmental consultant shall (i) contact New Jersey One Call to identify utilities before conducting any drilling and (ii) perform the Sampling in accordance with applicable Law (including Environmental Law) and the NJDEP Field Sampling Procedures Manual (August 2005). Within forty-eight (48) hours after the installation of any temporary groundwater monitoring wells, Purchaser's environmental consultant shall be granted access to the Owned Real Property to decommission such wells. Promptly upon receipt of the results of the laboratory analysis of the Sampling, and upon receipt of all and/or part of a Phase I and/or Preliminary Assessment ("Environmental Review") prepared by Purchaser's environmental consultant, Purchaser's environmental consultant shall review the results of the Sampling and Environmental Review and prepare in good faith, an estimate of the cost, if any, reasonably expected for the action needed to investigate and/or remediate any Hazardous Substances in order to comply with ISRA in connection with the transfer of the Owned Real Property under this Agreement (the "Initial Remediation Estimate", and as finally determined, the "Remediation Estimate"). If a complete set of ISRA Documents is not made available to Purchaser by November 29, 2021, the Initial Remediation Estimate will be based, in part, on assumptions reflecting the lack of such ISRA Documents. By December 17, 2021, Purchaser shall provide to the Company a copy of the Initial Remediation Estimate and the basis for the Initial Remediation Estimate.

(c) If the Initial Remediation Estimate is equal to or below $1,000,000 (the "Remediation Threshold"), the Initial Remediation Estimate shall be deemed to be the final Remediation Estimate for the purposes of this Agreement.

(d) If the Company does not provide Purchaser of a written notice disputing the Initial Remediation Estimate within five (5) calendar days following the receipt of the Initial Remediation Estimate (a "Dispute Notice"), the Initial Remediation Estimate shall be deemed to be the final Remediation Estimate for the purposes of this Agreement.

(e) If the Initial Remediation Estimate exceeds the Remediation Threshold and the Company, in good faith, provides a Dispute Notice within five (5) calendar days following delivery of the Initial Remediation Estimate to the Company, the Company and Purchaser shall appoint an independent third party environmental consulting firm with relevant industry experience in the State of New Jersey (the "Independent Firm") to act as an expert to determine, based on the results of the environmental review described in Section 6.3(b) and its own independent review of the Acquired Real Property (among other things), whether the Initial Remediation Estimate is a good faith estimate of the costs reasonably expected for the actions needed to investigate and/or remediate any Hazardous Substances. The costs and expense of the Independent Firm shall be shared equally by the Company and Purchaser. If the Independent Firm determines that:

(i) the Initial Remediation Estimate is a good faith estimate of the costs reasonably expected for the actions needed to investigate and/or remediate any Hazardous Substances, the Initial Remediation Estimate shall be deemed to be the final Remediation Estimate; or

(ii) the Initial Remediation Estimate exceeds the likely maximum costs of the actions needed to investigate and/or remediate any Hazardous Substances, the Independent Firm may revise the Initial Remediation Estimate to reflect such costs, which Initial Remediation Estimate so revised shall be deemed to be the final Remediation Estimate.

(f) To the extent the Initial Remediation Estimate was delivered to the Company on or before December 17, 2021 and the Remediation Estimate exceeds the Remediation Threshold, Purchaser shall be entitled to, at the Closing, deduct an amount equal to the Remediation Estimate less the

Remediation Threshold (the "Estimated Remediation Amount") from the Cash Amount and deliver the Estimated Remediation Amount to the Remediation Escrow Agent, by wire transfer of immediately available funds, to be held in escrow and deposited in an account pursuant to the terms and provisions hereof and in accordance with the terms and conditions of the Remediation Escrow Agreement (the "Remediation Escrow"). In the event the actual cost and expense incurred by or on behalf of Purchaser to investigate and/or remediate any Hazardous Substances in order to comply with ISRA (the "Remediation Cost") exceeds the Remediation Threshold, the Parties shall direct the Remediation Escrow Agent to release the amount by which the Remediation Cost exceeds the Remediation Threshold to the Purchaser (up to the full Estimated Remediation Amount) and the balance (if any) of the Remediation Escrow to the Company. In the event the Remediation Costs do not exceed the Remediation Threshold, the Parties shall direct the Remediation Escrow Agent to release the total amount of the Remediation Escrow to the Company.

6.4 Reasonable Efforts; Cooperation.

(a) Without prejudice to any other term or provision of this Agreement, each Party shall, and shall cause its Subsidiaries and its and their respective Advisors to, use its reasonable best efforts to perform their respective obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things reasonably necessary, proper or advisable to cause the transactions contemplated herein to be effected as soon as reasonably practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to reasonably cooperate with each other Party and its Advisors in connection with any step required to be taken as a part of its obligations hereunder.

(b) The obligations of the Parties pursuant to this Agreement, including this Section 6.4(b), shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case), the obligations under Sellers' debtor-in-possession financing, and each of Sellers' obligations as a debtor-in-possession to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order) and Sellers' duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

6.5 Notification of Certain Matters.

(a) The Company will promptly (and, in any event, within ten (10) days) notify Purchaser in writing of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; and (ii) any notice or other communication from any Governmental Body, or any Action by any Governmental Body, related to or in connection with the transactions contemplated by this Agreement (including that may restrain, enjoin or otherwise prohibit the consummation of the transactions contemplated by this Agreement).

(b) Purchaser will promptly (and, in any event, within ten (10) days) notify the Company in writing of: (i) any notice or other communication from any Governmental Body, or any Action by any Governmental Body, related to or in connection with the transactions contemplated by this Agreement (including that may restrain, enjoin or otherwise prohibit the consummation of the transactions contemplated by this Agreement); and (ii) any Actions relating to or involving or otherwise affecting Purchaser or its Affiliates that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.6.

6.6 Further Assurances. Without prejudice to any other term or provision of this Agreement, from time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments

and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement and the transfer of title to the Acquired Assets to Purchaser or its designee(s) in accordance with the terms of the Agreement; provided that all such actions taken by Seller after the Closing at the request of Purchaser in connection with this Section 6.6 shall be at Purchaser's expense.

6.7 Receipt of Misdirected Assets. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is an Acquired Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by such Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the Company, and such asset will be deemed the property of the Company held in trust by Purchaser for the Company until so transferred.

6.8 Retained Privileged Materials. In the event that Purchaser or any of its Affiliates should discover in its possession after the Closing any Retained Privileged Materials, it will take reasonable steps to preserve the confidentiality thereof and promptly deliver the same to Sellers, keeping no copies, and will not by reason thereof assert any loss of confidentiality or privilege protection. As to any such Retained Privileged Materials, Purchaser and each of its Subsidiaries, together with any of their respective Affiliates, successors or assigns, further agree that none of the foregoing may use or rely on any of the Retained Privileged Materials in any action against or involving any of Sellers. The Retained Privileged Materials may be used by Sellers in connection with any dispute that relates in any way to this Agreement or the transactions contemplated hereby.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Sellers. The respective obligations of each Party to this Agreement to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by each of the Company and Purchaser, in their respective sole discretion) on or prior to the Closing Date, of each of the following conditions:

(a) no court or other Governmental Body has issued, enacted, entered, promulgated or enforced any Law or Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; and

(b) the Bankruptcy Court shall have entered the Bidding Procedures Order and the Sale Order, and such orders shall not have been reversed, modified, amended or stayed, other than as may be mutually agreed by Purchaser and Sellers.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) (I) the representations and warranties made by Sellers in Article III (other than the Fundamental Representations) shall be true and correct, in each case as of the date hereof and the Closing Date with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations and warranties to be true and correct (without giving effect to any limitation as to "materiality", "material adverse effect", "Material Adverse Effect" or similar qualifiers contained therein (other than the word "Material" when used in the instances of the defined term "Material Contract")) has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (II) the Fundamental Representations made by Sellers in Article III shall be true and correct in all material respects, in each case as of the date hereof and the Closing Date with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct in all material respects only as of such other specified date);

(b) Sellers shall have performed or complied with, or caused to be performed or complied with, in all material respects, all of the obligations and covenants required by this Agreement to be performed or complied with by Sellers on or prior to the Closing; and

(c) Sellers shall have delivered, or caused to be delivered, to Purchaser, all of the items set forth in Section 2.3.

7.3 Conditions Precedent to the Obligations of the Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by the Company in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct, in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations or warranties to be so true and correct (without giving effect to any limitation as to "materiality", "material adverse effect", "Material Adverse Effect" or similar qualifiers contained therein) would not materially impair or prevent Purchaser's ability to consummate the transactions contemplated by this Agreement;

(b) Purchaser shall have performed or complied with, or caused to be performed or complied with, in all material respects, all of the obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 2.4.

ARTICLE VIII

TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated only in accordance with this Section 8.1. This Agreement may be terminated, and the transactions contemplated hereby abandoned, at any time prior to the Closing:

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

(b) by written notice of either Purchaser or the Company to the other Party, upon the issuance by any Governmental Body of an Order restraining, enjoining, or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Order was primarily caused by the breach by such Party (including, with respect to the Company, any of its Subsidiaries) with respect to, or action or inaction of such Party (including, with respect to the Company, any of its Subsidiaries) in violation of, any obligation or condition of this Agreement;

(c) by written notice of either Purchaser or the Company to the other Party, if the Closing shall not have occurred on or before March 15, 2022 (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred on or prior to the Outside Date was primarily caused by the breach by such Party (including, with respect to the Company, any of its Subsidiaries) with respect to, or action or inaction of such Party (including, with respect to the Company, any of its Subsidiaries) in violation of, any obligation or condition of this Agreement;

(d) by written notice from Purchaser to the Company, if the Bankruptcy Court enters an Order dismissing, or converting into cases under chapter 7 of the Bankruptcy Code, any of the cases commenced by Sellers under chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Case, and such Order is not reversed or vacated within fourteen (14) days after entry thereof;

(e) by written notice from the Company to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser set forth in this Agreement, or if any representation or warranty of Purchaser set forth herein will have become untrue or incorrect, in each case, such that any condition set forth in Section 7.3(a) or 7.3(b) would not be satisfied at the Closing; provided that (i) Sellers shall have provided notice to Purchaser of such breach at least five (5) Business Days prior to the effectiveness of such termination and, if such breach is curable, then the Company may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) twenty (20) days after such notice is delivered in accordance with Section 10.3, and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to the Company at any time that the Company or any of its Subsidiaries is in material breach of, any covenant, representation or warranty hereunder such that the satisfaction of any condition set forth in Section 7.2(a) or 7.2(b) at the Closing would then be prevented;

(f) by written notice from Purchaser to the Company, upon a breach of any covenant or agreement on the part of any Seller set forth in this Agreement, or if any representation or warranty of any Seller set forth herein will have become untrue or incorrect, in each case, such that any condition set forth in Section 7.2(a) or 7.2(b) would not be satisfied at the Closing; provided that (i) Purchaser shall have provided notice to Sellers of such breach at least five (5) Business Days prior to the effectiveness of such termination and, if such breach is curable by such Seller, then Purchaser may not terminate this Agreement

under this Section 8.1(f) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) twenty (20) days after such notice is delivered in accordance with Section 10.3, and (ii) the right to terminate this Agreement pursuant to this Section 8.1(f) will not be available to Purchaser at any time that Purchaser is in material breach of, any covenant, representation or warranty hereunder such that the satisfaction of any condition set forth in Section 7.3(a) or 7.3(b) at the Closing would then be prevented;

(g) by written notice from Purchaser or the Company to the other Party, if (i) Purchaser is not the Successful Bidder or Backup Bidder at the Auction or (ii) (A) Purchaser is not the Successful Bidder and (B) the Bankruptcy Court approves an Alternative Transaction with the Successful Bidder; provided that if Purchaser is the Backup Bidder at the Auction, the right of Purchaser or the Company to terminate this Agreement pursuant to this Section 8.1(g) shall not be available to Purchaser or the Company until the Outside Back-Up Date;

(h) by written notice from Purchaser to the Company, if the Remediation Estimate exceeds $6,750,000;

(i) by written notice from the Company to Purchaser, if the Remediation Estimate exceeds $6,750,000;

(j) by written notice from either Purchaser or the Company to the other Party, if an Order of the Bankruptcy Court is entered denying approval of the Bidding Procedures Order or the Sale Order; or

(k) by written notice from the Purchaser to the Company if the Bidding Procedures Motion is modified in a manner that is materially adverse to Purchaser without Purchaser's consent.

For the avoidance of doubt, each condition permitting termination of this Agreement set forth in this Section 8.1 shall be considered separate and distinct from each other such condition and, if more than one termination condition set forth in this Section 8.1 is applicable, the Party exercising any such termination right shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated.

8.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become void and there shall be no Liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that this Section 8.2, Section 8.3, Section 8.4, and Article X shall survive any such termination; provided further that, subject to Section 8.3, no termination will relieve any Party from any Liability from any willful breach of this Agreement prior to the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by Purchaser to consummate the Closing if and when it is obligated to do so hereunder).

8.3 Deposit.

(a) In the event of termination of this Agreement pursuant to Section 8.1(e) due to a breach by Purchaser, Sellers shall be entitled to recover from Purchaser all actual damages incurred by Sellers as a result of such breach. In the event of such termination due to a breach by Purchaser, the Parties shall jointly direct the Escrow Agent to hold the Deposit in escrow until the amount of actual damages is determined by a court of competent jurisdiction pursuant to a final, non-appealable order or agreed in writing by the Parties, in which event the Escrow Agent shall pay such amount (or, if the amount of actual damages exceeds the Deposit, the full Deposit), to Sellers and any remaining portion of the Deposit to

Purchaser. Such remedy is in addition to all other rights and remedies available to Sellers hereunder or at law or in equity.

(b) In the event of termination of this Agreement pursuant to Section 8.1 (except pursuant to Section 8.1(e)), the Parties shall jointly direct the Escrow Agent to return the Deposit to Purchaser.

8.4 Break-Up Fee; Expense Reimbursement.

(a) Sellers acknowledge (i) that Purchaser has made a substantial investment in time and incurred substantial out-of-pocket expenses in connection with the negotiation and execution of this Agreement, its due diligence with respect to the Acquired Assets, and its efforts to consummate the transactions contemplated hereby, and (ii) that Purchaser's efforts have substantially benefited Sellers and will benefit Sellers and will benefit the bankruptcy estates of Sellers, as actual and necessary costs of administration, through the submission of the offer reflected in this Agreement, which will serve as a minimum bid on which other potentially interested bidders can rely. Therefore, as compensation for entering into this Agreement, taking action to attempt to consummate the transactions contemplated hereby and incurring the costs and expenses related thereto and other losses and damages, including foregoing other opportunities, Sellers agree to pay to Purchaser promptly and in any event within two (2) Business Days from when due and payable in accordance with the provisions of Section 8.4(b), an amount equal to 3% of the Cash Amount as the Expense Reimbursement and the Break-Up Fee.

(b) Subject to limitations set forth in the Bidding Procedures Order, the Break-Up Fee and the Expense Reimbursement shall become due and payable to Purchaser (and until paid shall have the administrative expense priority status as provided in the Bidding Procedures Order) upon the closing of an Alternative Transaction with a Successful Bidder other than Purchaser, provided that Purchaser has participated in the Auction in accordance with the Bidding Procedures Order and the Company is not then entitled to terminate this Agreement pursuant to Section 8.1(e) hereof. The Break-Up Fee and the Expense Reimbursement shall be payable solely from the proceeds of such Alternative Transaction.

ARTICLE IX

TAXES

9.1 Transfer Taxes.

(a) The Purchase Price is exclusive of any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, value added, motor vehicle registration, excise, documentary, stamp, or other similar Taxes and all filing and recording charges (and any interest, penalties and additions with respect to such Taxes and fees) payable by reason of the consummation of the transactions contemplated by this Agreement, including the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby in any U.S. or foreign jurisdiction (the "Transfer Taxes"). The Transfer Taxes shall be borne by Purchaser, and Purchaser shall pay such Transfer Taxes to the Sellers on Closing or to the relevant Governmental Bodies within the prescribed time, as applicable, regardless of the party on whom liability is imposed under the provisions of the Laws relating to such Transfer Taxes. Sellers and Purchaser shall cooperate in the execution and delivery of all instruments and certificates reasonably necessary to minimize the amount of any Transfer Taxes and to enable any of the foregoing to comply with any Tax Return filing requirements for such Taxes. The Person(s) required by applicable Law to file any necessary Tax Returns and other documentation with respect to any Transfer Taxes shall timely file, or shall cause to be timely filed, with the relevant Governmental Body each such Tax Return and shall timely pay to the relevant Governmental Body all Transfer Taxes due and payable

thereon (subject to reimbursement in accordance with Section 9.1), and, if required by applicable Law, Sellers and Purchasers (as the case may be) will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation. Sellers and Purchaser (as the case may be) shall, as soon as practicable after any payment of any Transfer Taxes to the relevant Governmental Body, deliver to the non-paying Party the original or a certified copy of a receipt issued by the relevant Governmental Body evidencing such payment and any tax certificates or forms in respect of such Transfer Taxes and any other form or other information that could aid in the recovery of any such Transfer Taxes in a form reasonably satisfactory to the non-paying Party. If applicable, Purchaser may provide purchase exemption certificates or its equivalent to the Sellers to exempt the sale of the Acquired Assets from provincial sales taxes.

9.2 Allocation of Purchase Price.

(a) For U.S. federal and applicable state, local and non-U.S. income Tax purposes, Purchaser, Sellers, and their respective Affiliates shall, consistent with the requirements of Section 1060 of the Code and the regulations promulgated thereunder and any similar provision of applicable Law, allocate the Purchase Price (and any Assumed Liabilities or other capitalized costs treated as part of the Purchase Price for applicable income Tax purposes) among the Acquired Assets in accordance with a methodology to be mutually agreed upon by the parties prior to the Closing (the "Allocation Methodology"), each acting reasonably and in good faith.

(b) No later than forty-five (45) days following the Closing Date, Sellers shall provide a proposed allocation to Purchaser setting forth the allocation of the Purchase Price (and any Assumed Liabilities and other amounts treated as Purchase Price for U.S. federal income Tax purposes) among the Acquired Assets in accordance with the Allocation Methodology (the "Allocation"). If Purchaser fails to deliver a written objection in accordance with this Section 9.2, the Allocation will be conclusive and binding on all Parties. If Purchaser delivers a written objection on the grounds that the draft Allocation is inconsistent with the Allocation Methodology, which objection sets forth in reasonable detail Purchaser's objections within twenty (20) days after receipt of the draft Allocation proposed by Sellers, then Purchaser and Sellers shall negotiate in good faith to resolve any such objection, and, if Sellers and Purchaser cannot resolve such dispute within thirty (30) days of Sellers' receipt of Purchaser's objection, then a nationally recognized accounting firm mutually acceptable to Purchaser and Sellers shall resolve such dispute and the resolution of such dispute shall be final and binding on the Parties, with costs being borne by the Party whose position was not sustained.

(c) The Parties and their respective Affiliates shall file all Tax Returns (including filing Forms 8594 with their U.S. federal income Tax Returns and any comparable forms with the appropriate Governmental Body) in accordance with such Allocation (as finally determined under this Section 9.2) and not take any Tax related action inconsistent with the Allocation, in each case, unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Code.

9.3 Cooperation. Purchaser and Sellers shall reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any Action, audit, litigation, or other proceeding with respect to Taxes.

9.4 Preparation of Tax Returns and Payment of Taxes.

(a) Except as otherwise provided by Section 9.1, Sellers shall prepare and timely file (i) all Tax Returns with respect to the Acquired Assets for any Pre-Closing Tax Period, in a manner consistent with past practice and (ii) all Tax Returns of Sellers. Sellers shall be liable and responsible for, and pay any Taxes relating to periods covered by such Tax Returns.

(b) Purchaser shall prepare and timely file all other Tax Returns with respect to the Acquired Assets for any taxable period not addressed by Section 9.4(a).

(c) All real property Taxes, personal property Taxes, ad valorem and similar periodic Taxes and obligations levied on or with respect to the Acquired Assets for any Straddle Period (collectively, the "Apportioned Obligations") shall be apportioned between Sellers, on the one hand, and Purchaser, on the other hand, based on the number of days of such taxable period included in the Pre-Closing Tax Period and the number of days included in the Post-Closing Tax Period. Sellers shall be liable for the proportionate amount of such Taxes that is attributable to the Pre-Closing Tax Period ("Straddle Period Taxes") and Purchaser shall be liable for the proportionate amount of such Taxes that is attributable to the Post-Closing Tax Period. All property Taxes shall be pro-rated based on the period to which such Taxes apply with regard to the date of assessment. The Apportioned Obligations shall be prorated (based on the most recent available Tax statement, latest Tax valuation and latest bills) as of the Closing. If the Closing occurs before the Tax rate is fixed for the then current fiscal or calendar year, whichever is applicable, the proration of the corresponding Taxes shall be on the basis of the tax rate for the last preceding year applied to the latest assessed valuation.

9.5 Reimbursement of Taxes. Sellers, on the one hand, or Purchaser, on the other hand, as the case may be, shall provide reimbursement for any Apportioned Obligation or Transfer Tax payable or paid by one party, all or a portion of which is the responsibility of the other party in accordance with the terms of this Article 9. Not later than thirty (30) calendar days prior to the payment of any such Apportioned Obligation or Transfer Tax, the party paying such Apportioned Obligation or Transfer Tax shall give notice to the other party of the Apportioned Obligation or Transfer Tax payable and the portion which is the liability of each party, although failure to do so will not relieve the other party from its liability hereunder.

9.6 Income Tax Treatment. The Sellers and Purchaser will treat the transactions contemplated hereunder as taxable sales of assets for all federal, state and local income Tax purposes and will not treat such transactions as a transaction described in Code Sections 351 or 368 except to the extent that Purchaser determines to restructure such transactions as a transaction described in any such Code section.

ARTICLE X

MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent (and solely to the extent) such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in Contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that contemplates performance following the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then until the earlier of the time such covenant is fully performed and the one (1) year anniversary of the Closing Date, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Party for breach of any such surviving covenant or agreement. Purchaser and Sellers acknowledge and agree, on their own behalf and on behalf of the Purchaser Group or the Seller Parties, as the case may be, that the agreements contained in this Section 10.1 (a) requiring performance after the Closing will survive the Closing until the earlier of the date that such covenant or agreement, as applicable, is fully performed and the one (1) year anniversary of the Closing Date; (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 10.1, none of

the Parties would enter into this Agreement and (c) for the avoidance of doubt, the Parties (i) intend the time periods contemplated by this Section 10.1 to shorten, replace and supersede (as may be applicable) any statute of limitations that may otherwise be applicable and (ii) acknowledge and agree that such shortening, replacing or supersession of any such statute of limitations is reasonable and appropriate. Purchaser Group and Sellers hereby waive all rights and remedies under Environmental Laws, including ISRA and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, with respect to any environmental, health or safety matters relating to this Agreement or the transactions contemplated hereby; for clarity, the foregoing shall not in any way waive any of the rights and remedies that this Agreement affords to the Purchaser or Sellers.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided in Sections 1.5, 6.2(d), 6.3, 6.6, and 8.2, all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the Ancillary Agreements, the performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby, will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that (a) all Transfer Taxes will be allocated pursuant to Section 9.1 and (b) all Cure Costs will be allocated pursuant to Section 5.2.

10.3 Notices. All notices, requests, permissions, waivers, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail, (c) one (1) Business Day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party from time to time.

Notices to Purchaser:

Leiters Holdings, LLC
13796 Compark Blvd.
Englewood, CO 80112
Telephone number: 720-697-5786
Email: will.shearer@leiters.com
Attention: Will Shearer, General Counsel

with a copy to (which shall not constitute notice):

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019
Attention: Christopher Rile and Ayo Badejo
Email: rile@sidley.com; abadejo@sidley.com

Notices to Sellers:
Teligent, Inc.
105 Lincoln Avenue
Buena, New Jersey 08310
Attention: Vladimir Kasparov, Chief Restructuring Officer
Alyssa Lozynski, Interim Chief Financial Officer
Email: vkasparov@pppllc.com
alozynski@pppllc.com

with a copy to (which shall not constitute notice):

K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
Attention: Whitney J. Smith, Esq.
James A. Wright III, Esq.
Email: whitney.smith@klgates.com
james.wright@klgates.com

and:

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Attention: Michael R. Nestor, Esq.
Matthew B. Lunn, Esq.
Email: mnestor@ycst.com
mlunn@ycst.com

10.4 Assignment.

(a) This Agreement shall be binding upon Purchaser and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Sale Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns; provided that, subject to Section 10.4(b), neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and the Company, and any attempted assignment or delegation without such prior written consent shall be null and void; provided further that Purchaser (subject to Purchaser remaining liable for its obligations hereunder in the event such obligations are not performed in accordance with their terms) may assign any of its rights or obligations hereunder to any of its Affiliates without the consent of any Person.

(b) At any time prior to the Closing, and notwithstanding anything contained herein to the contrary, Purchaser shall be entitled to designate, by written notice to Sellers, one or more Persons to (i) purchase the Acquired Assets (including specified Assigned Contracts) and pay the corresponding Purchase Price amount and required payment of the Cure Costs as contemplated by Section 5.2, as applicable and/or (ii) assume the Assumed Liabilities (any such Person that shall be designated in accordance with this clause, a "Designated Purchaser"). In addition, and for the avoidance of doubt, a Designated Purchaser shall be entitled to perform any other covenants or agreements of Purchaser under this Agreement. Notwithstanding the foregoing, Purchaser's designation of any Designated Purchaser pursuant to this Section 10.4 shall not relieve Purchaser of its obligations under this Agreement in the event such obligations are not performed by any such Designated Purchaser in accordance with their terms.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and the Company or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought or asserted. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except for Section 10.7, this Agreement is for the sole benefit of the Parties (and their permitted successors and assigns) and nothing expressed or referred to in this Agreement shall give or be construed to give any Person other than the Parties (and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party or any Subsidiary of Sellers will have any Liability (whether in Contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Action based upon, arising out of or related to this Agreement.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective, valid and enforceable under applicable Law, but if any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be prohibited by, invalid or unenforceable under applicable Law in any jurisdiction, such provision will be limited or ineffective only to the extent of such prohibition, invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. The table of contents and headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify or affect the meaning or interpretation of any of the terms or provisions hereof.

10.10 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided, however, each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules and each disclosure will be deemed a disclosure against any representation or warranty set forth in this Agreement, in each case, to the extent the relevance of such disclosure to such other section of the Schedules or such other representation or warranty set forth in this Agreement is reasonably apparent on the face of such disclosure. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not material or threatened, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules, or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not material or threatened for purposes of this Agreement. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules and such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement, in each case, solely to the extent made available to Purchaser in accordance with Section 11.3(j). The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any breach or violation of, or default in, Law or any provision of any Contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement, the Ancillary Agreements and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to seek an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this

Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to the Parties pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Party from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with Section 10.12, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus five (5) Business Days or (z) by such other time period established by the court presiding over such action, as the case may be.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court and any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware) ((a) and (b), the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Court, and no Party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to this agreement to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the substantive and procedural Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES

AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER (WHETHER BEFORE, ON OR FOLLOWING THE CLOSING) AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 10.14(b) SHALL NOT APPLY TO ANY CLAIMS THAT PURCHASER OR ITS AFFILIATES MAY HAVE AGAINST ANY THIRD PARTY FOLLOWING THE CLOSING.

10.15 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manners and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of .PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

10.16 Publicity. The Company shall not and shall cause its Subsidiaries not to, and Purchaser shall not, issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld, conditioned or delayed, unless, in the reasonable judgment of Purchaser or the Company, disclosure is required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of the SEC or any stock exchange on which Purchaser or the Company lists securities; provided that the Party intending to make such release shall use its reasonable best efforts to consult in advance with the other Parties with respect to the form and text thereof (and will consider in good faith all reasonable comments of the other Parties thereto).

10.17 No Solicitation. This Agreement and the transactions contemplated herein and therein are the product of negotiations among the Parties. Notwithstanding anything herein to the contrary, this Agreement is not, and shall not be deemed to be, (a) a solicitation of votes for the acceptance of any plan of reorganization for the purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise or (b) an offer for the issuance, purchase, sale, exchange, hypothecation, or other transfer of securities or a solicitation of an offer to purchase or otherwise acquire securities for purposes of the Securities Act or the

Exchange Act and none of the Company, the other Sellers, nor their Subsidiaries will solicit acceptances of a plan from any party until such party has been provided with copies of a disclosure statement containing adequate information as required by section 1125 of the Bankruptcy Code.

ARTICLE XI

ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) "Accounts Receivable" means all accounts receivable and other rights to payment of the Company and its Subsidiaries in respect of goods shipped or products sold or services rendered to customers by the Company and its Subsidiaries, and any claim, remedy or other right of Sellers related to any of the foregoing but excluding any Intracompany Receivables and Assumed Liabilities.

(b) "Action" means any action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, examination or investigation, of any kind whatsoever, regardless of the legal theory under which Liability, if any, or obligation may be sought to be imposed, whether sounding in Contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body.

(c) "Advisors" means, with respect to any Person, any directors, officers, employees, investment bankers, financial or other professional advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(d) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(e) "Alternative Transaction" means the first to occur of (i) any transaction (or series of transactions), whether direct or indirect, constituting a sale of all or any material portion of the Acquired Assets (including a sale or series of sales to secured creditors via credit bids) or (ii) any liquidation, restructuring, or reorganization involving the Acquired Assets pursuant to a plan of reorganization or liquidation confirmed by a United States bankruptcy court, in each of (i) and (ii) excluding the sale of the Acquired Assets by Sellers to Purchaser contemplated by this Agreement.

(f) "Assumed Taxes" means (i) Transfer Taxes, as determined in accordance with Section 9.1, (ii) Purchaser's share of Apportioned Obligations, as determined in accordance with Section 9.4(b), and (iii) Taxes relating to any Acquired Assets or Assumed Liabilities arising after the Closing.

(g) "Auction" shall have the meaning ascribed to such term in the Bidding Procedures Order.

(h) "Bidding Procedures Order" means an Order substantially in the form attached hereto as Exhibit E.

(i) "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).

(j) "Break-Up Fee" means amount (not less than $0) equal to 3% of the Cash Amount less the Expense Reimbursement.

(k) "Business Day" means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(l) "Cash" means all of the Company's and its Subsidiaries' cash (including petty cash and checks received prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held.

(m) "Code" means the United States Internal Revenue Code of 1986, as amended.

(n) "Confidentiality Agreement" means the letter agreement dated as of October 16, 2021, by and between the Company and the Purchaser.

(o) "Consent" means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(p) "Contract" means any written or oral contract, purchase order, service order, sales order, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, license or other agreement, arrangement, instrument or commitment, in each case that is binding upon a Person.

(q) "Copyrights" means copyrights (including such rights in software) and registrations and applications therefor, and works of authorship.

(r) "DEA" means the United States Drug Enforcement Administration.

(s) "Distribution Licenses" means (i) establishment registrations and Product listings submitted to FDA by the Company and its Subsidiaries; (ii) controlled substance registrations issued under the CSA to the Company and its Subsidiaries; and (iii) state licenses, permits, and registrations issued to the Company and its Subsidiaries for the manufacturing, sale, or distribution of pharmaceutical products.

(t) "Encumbrance" means (i) any lien (as defined in Section 101(37) of the Bankruptcy Code), encumbrance, license, charge, mortgage, deed of trust, option, pledge, security interest, restriction or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Orders, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use, or third-party interest of any kind and (ii) solely with respect to Acquired Assets owned by the Sellers that are debtors in the Bankruptcy Case, any claim (as defined in Section 101(5) of the Bankruptcy Code).

(u) "Environmental Laws" means all applicable Laws concerning pollution or protection of the environment, natural resources or concerning public or worker health or safety (with respect to exposure to Hazardous Substances), including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, Release, control, or cleanup of any Hazardous Substances. For the avoidance of doubt, Environmental Laws shall not cover communicable diseases, such as the "Coronavirus" or "COVID-19".

(v) "Equipment" means any and all equipment, computers, machinery, furniture, spare parts, furnishings, fixtures, office supplies, supply inventory, vehicles and all other fixed assets.

(w) "ERISA" means the Employee Retirement Income Security Act of 1974.

(x) "Escrow Agent" means Citibank, N.A.

(y) "Escrow Agreement" means the Escrow Agreement between the Escrow Agent and the Company.

(z) "Exchange Act" means the Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(aa) "Expense Reimbursement" means the actual, reasonable out-of-pocket legal, accounting and other third party advisory or service costs and expenses of Purchaser and its Affiliates in connection with the transactions contemplated hereby, as evidenced by invoice(s) provided to Sellers.

(bb) "FDA" means the United States Food and Drug Administration.

(cc) "Final Order" means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Bankruptcy Case (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari* or motion for new trial, reargument or rehearing shall then be pending or (ii) if an appeal, writ of *certiorari* new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Code, may be filed relating to such order, shall not cause an order not to be a Final Order.

(dd) "Fundamental Representations" means the representations and warranties of the Company in Sections 3.1, 3.2, 3.4(a), 3.4(b) and 3.5.

(ee) "GAAP" means United States generally accepted accounting principles as in effect from time to time.

(ff) "Governmental Authorization" means any permit, license, franchise, certificate, approval, application, registration, drug listing, consent, permission, clearance, waiver, notification, designation, registration, certification, exemption, order, qualification or authorization issued, granted,

given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(gg) "Governmental Body" means any government, quasi-governmental entity, or other governmental, Tax, or regulatory or self-regulatory body, board, bureau, authority agency or political subdivision thereof of any nature, whether supranational, international, foreign, federal, state, local, provincial, territorial, county or municipal, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court, arbitrator, judicial body or tribunal (whether public or private).

(hh) "Hazardous Substance" means any substance, material or waste defined, listed, regulated or characterized as "toxic," "hazardous," a "pollutant" or a "contaminant" under or pursuant to any Environmental Laws or which could form the basis of any liability under Environmental Laws, including petroleum and its by-products, asbestos, polychlorinated biphenyls, per- and polyfluoralkyl substances, explosives, radioactive materials, and solid wastes. For the avoidance of doubt, Hazardous Substances shall not cover communicable diseases, such as the "Coronavirus" or "COVID-19".

(ii) "Indebtedness" means, as to any Person, without duplication, as of the date of determination (i) all obligations of such Person for borrowed money, including accrued and unpaid interest, and any prepayment fees or penalties, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all lease obligations of such Person capitalized on the Books and Records of such Person, (iv) all Indebtedness of others secured by an Encumbrance on property or assets owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (v) all letters of credit or performance bonds issued for the account of such Person, to the extent drawn upon and (vi) all guarantees of such Person of any Indebtedness of any other Person other than a wholly owned subsidiary of such Person.

(jj) "Intracompany Payables" means all accounts, notes or loans payable recorded or required by GAAP to be recorded on the books of any Seller or any Affiliate of any Seller for goods or services purchased by or provided to the Company and its Subsidiaries, or advances (cash or otherwise) or any other extensions of credit to the Company and its Subsidiaries from a Seller, or any Affiliate thereof, whether current or non-current.

(kk) "Intracompany Receivables" means all accounts, notes or loans receivable recorded or required by GAAP to be recorded on the books of Sellers or any of their respective Affiliates for goods or services sold or provided by the Company and its Subsidiaries to a Seller, or any Affiliate thereof, or advances (cash or otherwise) or any other extensions of credit made by the Company and its Subsidiaries to a Seller, or any Affiliate thereof, whether current or non-current.

(ll) "Inventory" means all inventory (including active pharmaceutical ingredients, finished goods, supplies, raw materials, work in progress, and component parts) maintained or held by, stored by or on behalf of, or in transit to, any of Sellers, 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.

(mm) "ISRA" means the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., as amended, and the rules and regulations promulgated thereunder.

(nn) "Knowledge of Sellers" means the actual knowledge of Vladimir Kasparov, Alyssa Lozynski, William Graham, and Dan Ratiu.

(oo) "Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, code, treaty, regulation, or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body anywhere in the world.

(pp) "Liability" means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(qq) "Major Casualty/Condemnation" means any casualty, condemnation proceedings, or eminent domain proceedings if (i) the portion of the Acquired Real Property that is the subject of such casualty or such condemnation or eminent domain proceedings has a value in excess of $6,750,000, as reasonably determined by Purchaser, (ii) such condemnation or eminent domain proceedings would (if adversely decided) result in a loss of any actual and legal public access to the Acquired Real Property, (iii) such event or proceeding would (if adversely decided) prevent Purchaser from using the Acquired Real Property as an FDA-registered human drug compounding outsourcing facility under Section 503B of the federal Food, Drug and Cosmetic Act, or (iv) the repair and restoration of which, with respect to a casualty, cannot reasonably be completed within 180 days.

(rr) "Marketing Authorizations" means any Investigational New Drug Application (as defined by the FDA), New Drug Application (as defined by the FDA), Abbreviated New Drug Application (as defined by the FDA), 510(k) clearance (as defined by the FDA), or similar regulatory application that has been submitted to or approved by the FDA in the United States (other than withdrawn submissions or approvals) or similar regulatory application that has been submitted to or approved by Health Canada (other than withdrawn submissions or approvals), and (ii) any Health Canada marketing authorization, drug identification number, or notice of compliance, but excluding in each case the Distribution Licenses.

(ss) "Material Adverse Effect" means (A) 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 Acquired Assets and Assumed Liabilities, taken as a; 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 Company and its Subsidiaries operate, (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 (provided that such events do not have a materially disproportionate impact on the Owned Real Property relative to other similar facilities in the U.S.), (iii) any fire, flood, hurricane, earthquake, tornado, windstorm, or other similar calamity or similar act of God (provided that such events do not have a materially disproportionate impact on the Owned Real Property relative to other similar facilities in the U.S.), (iv) any global or national health concern, epidemic, disease outbreak, pandemic (whether or not declared as such by any Governmental Body and including the "Coronavirus" or "COVID-19") or any Law issued by a Governmental Body requiring business closures, quarantine or "sheltering-in-place" or similar restrictions that arise out of such health concern, epidemic, disease outbreak or pandemic (including the "Coronavirus" or "COVID-19") or any change in such Law 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 Laws, (ix) any failure, in and of itself, of Sellers to achieve any budgets, projections, forecasts, estimates, predictions, or guidance, (x) the Company 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 Sellers, (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 Sellers or their Subsidiaries required to be taken (or not to be taken) to comply therewith or (B) a Major Casualty/Condemnation.

(tt) "Order" means any award, order, injunction, order, decree, ruling, writ, assessment, judgment, decision, subpoena, mandate, precept, command, directive, consent, approval, award (including any arbitration award) or similar determination or finding entered, issued, made or rendered by any Governmental Body, including any order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

(uu) "Ordinary Course" means the ordinary and usual course of operations of the business of the Company and its Subsidiaries consistent with past practice and taking into account the contemplation, commencement and pendency of the Bankruptcy Case; provided that any action taken, whether before, on or after the date of this Agreement in Sellers' good faith business judgment, to respond to the "Coronavirus" or "COVID-19" (or the Effects thereof) shall be deemed "Ordinary Course" hereunder.

(vv) "Organizational Documents" means (i) the articles or certificates of incorporation and the bylaws of a corporation, (ii) the partnership agreement and any statement of partnership of a general partnership, (iii) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (iv) the operating or limited liability company agreement and the certificate of formation of a limited liability company, (v) 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 (i) through (iv), and (vi) any amendment to or equivalent of any of the foregoing.

(ww) "Outside Back-Up Date" means the date that is sixty (60) days after the date of the Sale Hearing.

(xx) "Patents" means patents and patent applications, including continuations, divisionals, continuations-in-part, reissues or reexaminations and patents issuing thereon.

(yy) "Permits" means licenses, notifications, franchises, permits, certificates, registrations, approvals, consents, waivers, clearances, exemptions, classifications and other authorizations from Governmental Bodies, other than Marketing Authorizations and Distribution Licenses.

(zz) "Permitted Encumbrances" means (i) statutory Encumbrances for Taxes (A) not yet due or payable or (B) that are being contested in good faith by appropriate Actions and, in each case, for which adequate reserves have been established in accordance with GAAP; (ii) with respect to Owned Real Property, easements, rights of way and similar non-monetary Encumbrances which are set forth in the related title policies and do not, individually or in the aggregate, adversely affect the use or occupancy of such Owned Real Property as it relates to the Acquired Assets; and (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not violated by the current use or occupancy, or the current or previous use or occupancy in the Ordinary Course, of such Owned Real Property.

(aaa) "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group, whether or not a legal entity.

(bbb) "Personal Information" means any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual, including name, Social Security Number or other government identifier, or credit card account information and any information defined as "personal data", "personally identifiable information" or "personal information" under any Law relating to privacy, data security, data protection, and collection, storing, use, security, processing and transferring of Personal Information, as applicable.

(ccc) "Post-Closing Tax Period" means all taxable periods beginning after the Closing Date and the portion beginning on the day after the Closing Date of any tax period that includes but does not end on the Closing Date.

(ddd) "Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and with respect to any taxable period that includes but does not end on the Closing Date, the portion thereof ending on the Closing Date.

(eee) "Purchaser Group" means Purchaser, any Affiliate of Purchaser and each of their respective Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(fff) "Release" means any actual or threatened spilling, leaking, pumping, pouring, releasing, emitting, emptying, discharging, injecting, escaping, dumping, disposing, depositing, dispersing, leaching or migrating of any Hazardous Substance into or through the indoor or outdoor environment.

(ggg) "Remediation Escrow Agent" means an escrow agent to be mutually agreed upon by Purchaser and Sellers.

(hhh) "Remediation Escrow Agreement" means an Escrow Agreement among the Remediation Escrow Agent, Purchaser and the Company.

(iii) "Sale Hearing" means the hearing conducted by the Bankruptcy Court to approve the transactions pursuant to the Sale Order.

(jjj) "Sale Order" means an order of the Bankruptcy Court approving and authorizing the sale of the Acquired Assets to Purchaser substantially in the form attached as Exhibit D hereto, with such changes as may be required by the Bankruptcy Court that are in form and substance satisfactory to Purchaser and Sellers.

(kkk) "SEC" means the U.S. Securities and Exchange Commission.

(lll) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(mmm) "Seller Parties" means Sellers and the Company's Subsidiaries and each of their respective former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(nnn) "Seller Plan" means each (i) employee benefit plan within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), (ii) stock option, stock purchase, stock appreciation right or other equity or equity-based plan, program, policy, Contract, agreement or other arrangement, (iii) severance, retention, change in control or other similar plan, program, Contract, or agreement or (iv) bonus, incentive, deferred compensation, profit-sharing, retirement, post- termination health or welfare, vacation, fringe or other compensation or benefit plan, program, policy, Contract, agreement or other arrangement, in each case that is sponsored, maintained or contributed to by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries contributes or is obligated to contribute to or has any Liability, in each case, with respect to any current or former employee or service provider the Company or any of its Subsidiaries.

(ooo) "Straddle Period" means any Tax period beginning before, and ending after, the Closing.

(ppp) "Subsidiary" or "Subsidiaries" means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(qqq) "Tax" or "Taxes" means any federal, state, local, or foreign tax or other duty, fee, assessment or other charge in the nature of taxes of any kind whatsoever (whether imposed directly or through withholding and whether or not disputed) including income, gross receipts, capital gains, capital stock, franchise, profits, withholding, social security, unemployment, disability, escheat and unclaimed property obligations, environmental, real property, ad valorem/personal property, inventory, license, payroll, employment, social security, severance, intangibles, environmental, customs duties, stamp, excise, occupation, sales, provincial sales, use, transfer, registration, value added, import, export, alternative minimum or estimated tax, including any interest, penalty, and including any liability for any of the foregoing taxes or other items arising as a transferee, successor, by Contract or assumption, operation of law, Treasury Regulations Section 1.1502-6(a) (or any analogous or similar provision of law) or otherwise, for which such Person may be liable.

(rrr) "Tax Return" means any return, declaration, estimate, claim for refund, report, statement or information return relating to Taxes filed or required to be filed with a Governmental Body, including any schedule or attachment thereto, and including any amendments thereof.

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11.3 Rules of Interpretation.

Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. 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 capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Where the context permits, the use of the term "or" will be equivalent to the use of the term "and/or."

(d) The words "to the extent" shall mean "the degree by which" and not "if."

(e) 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 will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end at 11:59 p.m. New York time on the next succeeding Business Day.

(f) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(g) The word "will" will be construed to have the same meaning and effect as the word "shall". The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive.

(h) All references to "$" and dollars will be deemed to refer to United States currency.

(i) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable.

(j) Any document or item will be deemed "delivered," "provided" or "made available" by the Company, within the meaning of this Agreement if such document or item is included in the Dataroom or that certain Teligent SharePoint folder titled "Buena Facility" and accessible by Purchaser and its representatives with access to the Dataroom or such folder (as applicable) prior to the date of this Agreement.

(k) Any reference to any agreement, Contract or instrument will be a reference to such agreement, Contract or instrument, as amended, modified, supplemented or waived in accordance with its terms and, if applicable, the terms hereof.

(l) Any reference to any particular Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of determining whether such violation or non-compliance or alleged violation or non-compliance has occurred.

(m) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and permitted assigns.

(n) References to "written" or "in writing" include in electronic form.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LEITERS, INC.

By: _____
Name: Robin Smith Hoke
Title: President and CEO

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

TELIGENT, INC.

By: DocuSigned by: Vladimir Kasparov 90DBF31F1D0C4FA...
Name: Vladimir Kasparov
Title: Chief Restructuring Officer

IGEN, INC.

By: DocuSigned by: Vladimir Kasparov 90DBF31F1D0C4FA...
Name: Vladimir Kasparov
Title: Chief Restructuring Officer

TELIGENT PHARMA, INC.

By: DocuSigned by: Vladimir Kasparov 90DBF31F1D0C4FA...
Name: Vladimir Kasparov
Title: Chief Restructuring Officer

EXHIBIT A

BILL OF SALE

WITH RESPECT TO THE ACQUIRED ASSETS

This BILL OF SALE (this "Bill of Sale") is executed as of [___], 2022 and is by Teligent, Inc., a Delaware corporation, and its Subsidiaries indicated on the signature pages attached hereto (collectively, "Sellers") in favor of [___], a [___] ("Purchaser").

This Bill of Sale is being delivered in connection with the Closing under the Asset Purchase Agreement dated as of [___], by and among Sellers and Leiters, Inc. (the "Asset Purchase Agreement"). Capitalized terms used but not defined in this Bill of Sale have the meanings given such terms in the Asset Purchase Agreement. [It is acknowledged and agreed that Purchaser is a "Designated Purchaser" as defined in, and pursuant to, Section 10.4(b) of the Asset Purchase Agreement.][1]

I.

BILL OF SALE

In accordance with and subject to the terms of the Asset Purchase Agreement and the Sale Order, and for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Sellers and Purchaser hereby acknowledge, Sellers do hereby sell, transfer, assign, convey and deliver to Purchaser, effective as of the Closing, all of each of Sellers' respective right, title and interest in, to and under the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances, as contemplated by Section 1.1 of the Asset Purchase Agreement.

II.

MISCELLANEOUS

2.1. Asset Purchase Agreement. This Bill of Sale is expressly made subject to the terms of the Asset Purchase Agreement. The delivery of this Bill of Sale shall not amend, affect, enlarge, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, terms or provisions of the Asset Purchase Agreement or any of the rights, remedies or obligations of Sellers or Purchaser provided for therein or arising therefrom in any way. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Bill of Sale, the terms of the Asset Purchase Agreement shall control.

2.2. Incorporation By Reference. The terms set forth in Section 10.3 (Notices), Section 10.4 (Assignment), Section 10.5 (Amendment and Waiver), Section 10.6 (Third Party Beneficiaries), Section 10.7 (Non-Recourse), Section 10.8 (Severability), Section 10.9 (Construction), Section 10.13 (Jurisdiction and Exclusive Venue), Section 10.14 (Governing Law;

[1] To be included as applicable.

Waiver of Jury Trial), and Section 10.15 (Counterparts and PDF) of the Asset Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to "this Agreement" shall mean and refer to this Bill of Sale.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale to be effective as of the Closing.

SELLERS:

TELIGENT, INC.

By: _____
Name:
Title:

IGEN, INC.

By: _____
Name:
Title:

TELIGENT PHARMA, INC.

By: _____
Name:
Title:

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is executed as of [___], 2022 by and among Teligent, Inc., a Delaware corporation, and its Subsidiaries indicated on the signature pages attached hereto (collectively, "Assignors") and [___], a [___] ("Assignee"). Assignors and Assignee may be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

This Agreement is being delivered in connection with the Closing under the Asset Purchase Agreement dated as of [___], by and among Assignors, certain affiliates of Assignors and Leiters, Inc. (the "Asset Purchase Agreement"). Capitalized terms used but not defined in this Agreement have the meanings given such terms in the Asset Purchase Agreement. [It is acknowledged and agreed that Assignee is a "Designated Purchaser" as defined in, and pursuant to, Section 10.4(b) of the Asset Purchase Agreement.][1]

I.

ASSIGNMENT AND ASSUMPTION

1.1. Assigned Contracts. In accordance with and subject to the terms of the Asset Purchase Agreement and the Sale Order, and for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Assignors and Assignee hereby acknowledge, Assignors do hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the Closing, all of each Assignor's respective right, title and interest in, to and under the Assigned Contracts, free and clear of all Encumbrances other than Permitted Encumbrances, as contemplated by Section 1.1 and Section 1.5(a) of the Asset Purchase Agreement.

1.2. Excluded Contracts. Assignors do not, and in no event shall Assignors be deemed to, sell, transfer, assign, convey or deliver, and Assignors do hereby retain, all of each Assignor's right, title and interest to, in and under the Excluded Contracts, as provided in Section 1.2 of the Asset Purchase Agreement.

1.3. Assumed Liabilities. In accordance with and subject to the terms of the Asset Purchase Agreement and the Sale Order, effective as of the Closing, Assignee does hereby assume from Assignors (and from and after the Closing agrees to pay, perform, discharge or otherwise satisfy in accordance with their respective terms or as may otherwise be agreed between Assignee and the relevant obligee), and Assignors do hereby irrevocably convey, transfer and assign to Assignee, the Assumed Liabilities of Assignors, as provided in Section 1.3 of the Asset Purchase Agreement.

1.4. Excluded Liabilities. The Parties expressly acknowledge and agree that Assignee is not a successor to any Assignor in respect of, and does not assume, and shall not be deemed to have assumed, and is not liable or obligated to pay, perform or otherwise discharge or in any other manner liable or responsible for, the Excluded Liabilities, as provided in Section 1.4 of the Asset Purchase Agreement.

[1] To be included as applicable.

II.

MISCELLANEOUS

2.1. Asset Purchase Agreement. This Agreement is expressly made subject to the terms of the Asset Purchase Agreement. The delivery of this Agreement shall not amend, affect, enlarge, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, terms or provisions of the Asset Purchase Agreement or any of the rights, remedies or obligations of Assignors or Assignee provided for therein or arising therefrom in any way. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall control.

2.2. Incorporation By Reference. The terms set forth in Section 10.3 (Notices), Section 10.4 (Assignment), Section 10.5 (Amendment and Waiver), Section 10.6 (Third Party Beneficiaries), Section 10.7 (Non-Recourse), Section 10.8 (Severability), Section 10.9 (Construction), Section 10.13 (Jurisdiction and Exclusive Venue), Section 10.14 (Governing Law; Waiver of Jury Trial), and Section 10.15 (Counterparts and PDF) of the Asset Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to "this Agreement" shall mean and refer to this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment and Assumption Agreement to be effective as of the Closing.

ASSIGNORS:

TELIGENT, INC.

By: _____
Name:
Title:

TELIGENT PHARMA, INC.

By: _____
Name:
Title:

EXHIBIT B

ASSIGNEE:

[___]

By: _____
Name:
Title:

EXHIBIT C

Prepared by:

_____
Name:

DEED

This Deed is made on this _____ day of _____, 20___,

BETWEEN

Teligent Pharma, Inc., a _____ corporation, whose address is 105 Lincoln Avenue, Buena Vista Township, NJ 08310, referred to as the Grantor,

AND

_____, whose address is _____, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE DOLLAR ($1.00). The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:26A-3(b)) Lot 23, Block 5501; Tax Map of Township of Buena Vista, County of Atlantic, State of New Jersey.

3. **Property.** The property consists of the land and all the buildings and structures on the land in the Township of Buena Vista, County of Atlantic, State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof as Exhibit A (Check box if applicable.)

BEING commonly known as 105 Lincoln Avenue.

BEING the same premises conveyed to the Grantor by the following Deeds:

(i) Lot Consolidation Deed for Teligent Pharma, Inc., formerly known as IGI Labs, Inc., dated February 19, 2016 and recorded in the Atlantic County Clerk's Office on March 8, 2016 in Deed Book 14036, Page 14833 (Instrument No. 2016014833); and

(ii) Lot Consolidation Deed for Teligent Pharma, Inc., dated May 31, 2017 and recorded in the Atlantic County Clerk's Office on June 27, 2017 in Deed Book 14262, Page 35689 (Instrument No. 2017035689).

Subject to all easements, restrictions, covenants and other matters of record, and such state of facts as an accurate survey would disclose.

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

TELIGENT PHARMA, INC.

By: _____
Name:
Title:

STATE OF)

) ss.:

COUNTY OF)

I CERTIFY that on _____, 20___, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person)

a. was the maker of the attached Deed on behalf of the Grantor;

b. made the Deed for a consideration of $1.00 as the full and actual consideration paid or to be paid, to transfer title.

c. was authorized to and did execute this Deed as _____ of Teligent Pharma, Inc.; and

d. this Deed was signed and made by the corporation as its voluntary act and deed and with the authority of its Board of Directors.

_____

Notary Public

RECORD AND RETURN TO:

RECORD AND RETURN TO:

_____
_____
_____

EXHIBIT A

Legal Description

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Buena Vista, in the County of Atlantic, State of New Jersey:

BEGINNING at a point in the Southeast Line of Lincoln Avenue (variable width), said line being 35 feet at right angles from the centerline of the same, with the intersection of the South line of Wheat Road (variable width), said line being 35 feet at right angles from the centerline of the same, and extending thence

1. North 88 degrees 40 minutes 00 seconds East, along the said line of Wheat Road, a distance of 96.52 feet to a point in the same, being 35 feet at a right angle from the centerline of same; thence

2. South 01 degrees 20 minutes 00 seconds East, along the division line between Lot 23 and Lot 1 in Block 5501 (tax map when next revised), a distance of 609.20 feet to a point; thence

3. South 43 degrees 20 minutes 00 seconds East, still along the division line between Lot 23 and Lot 1 in said Block, a distance of 364.74 feet to a point; thence

4. South 46 degrees 40 minutes 00 seconds West, along the division line between Lot 23 and Lot 6; and between Lot 21.01 and lot 6 in said Block, a distance of 432.82 feet to a point; thence

5. North 43 degrees 20 minutes 00 seconds West, along the division line between Lot 21.01 and Lot 21 in said Block, a distance of 884.05 feet to a point; thence

6. North 46 degrees 40 minutes 00 seconds East, along the aforementioned line of Lincoln Avenue, a distance of 147.82 feet to a point, said point being 33 feet at a right angle from the centerline of same; thence

7. South 43 degrees 20 minutes 00 seconds East, still along Lincoln Avenue, a distance of 2.00 feet to a point in the same; thence

8. North 46 degrees 40 minutes 00 seconds East, still along Lincoln Avenue, a distance of 620.90 feet to the POINT OF BEGINNING.

EXHIBIT D

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TELIGENT, INC., *et al.*,[1]	Case No. 21-11332 (BLS)
Debtors.	(Jointly Administered)
	Ref. Docket Nos. ___

ORDER AUTHORIZING (I) THE SALE OF THE BUENA, NEW JERSEY ASSETS OF THE DEBTORS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (II) THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE LEITERS PURCHASE AGREEMENT AND RELATED DOCUMENTS, (III) THE DEBTORS TO ASSUME AND ASSIGN CERTAIN CONTRACTS AND UNEXPIRED LEASES, (IV) WAIVER OF THE STAY PERIODS UNDER BANKRUPTCY RULES 6004(h) AND 6006(d), AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors, pursuant to sections 105(a), 363, 364(c)(1) 365, and 503 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), for the entry of an order (this "Order") authorizing and approving (a) the sale (the "Sale") pursuant to that certain Asset Purchase Agreement, dated as of January [__], 2022, attached hereto as **Exhibit A** (the "Leiters Purchase Agreement"), between the Debtors and Leiters, Inc. (collectively with any Designated Purchase (as defined in the Leiters Purchase Agreement), the "Purchaser") free and clear of all liens claims, interests, and encumbrances

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Teligent, Inc. (5758); Igen, Inc. (7443); Teligent Pharma, Inc. (1639); and TELIP LLC (8395). The Debtors' corporate headquarters is located at 33 Wood Ave, 7th Floor, Iselin, NJ 08830.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion and the Leiters Purchase Agreement (as defined below), unless otherwise indicated herein.

(except any permitted liens and encumbrances), (b) approving the assumption and assignment of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code in connection with the Sale, and (c) granting related relief; and the Court having entered on December [___], 2021 that certain *Order (I) Approving Bid Procedures In Connection with the Sale of Substantially All of the Debtors' Assets (II) Approving Form and Manner of Notice, (III) Scheduling Auction Sale Hearing; (IV) Authorizing Procedures Governing Assumption and Assignment of Contracts and Unexpired Leases; and (V) Granting Related Relief* [Docket No. ____] (the "Bidding Procedures Order"); and the Debtors, after an extensive marketing and sale process and acting in accordance with the bidding procedures approved by the Bidding Procedures Order, having determined that the highest or otherwise best offer for the Acquired Assets (as defined in the Leiters Purchase Agreement was made by the Purchaser pursuant to the Leiters Purchase Agreement [following the auction held on January [____], 2022 (the "Auction")]; and the Court having conducted a hearing on the Motion commencing on January [●], 2022 (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, the Leiters Purchase Agreement, the Bidding Procedures Order; and the appearance of all interested parties and all responses and objections to the Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and upon all of the proceedings held before the Court; and all objections and responses to the relief requested in the Motion having been heard and overruled, withdrawn, or resolved on the terms set forth in this Order; and it appearing that due notice of the Motion, the Sale Hearing, the Leiters Purchase Agreement, the purchase and sale of the Acquired Assets pursuant to the terms of the Leiters

Purchase Agreement (the "Leiters Transaction"), and the Bidding Procedures Order has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon, it is hereby:

FOUND AND CONCLUDED THAT:[3]

Findings of Fact, Conclusions of Law, Jurisdiction, Venue, and Final Order

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014.

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

C. This Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

[3] All findings of fact and conclusions of law announced by the Bankruptcy Court at the Sale Hearing in relation to the Motion are hereby incorporated to the extent not inconsistent herewith.

D. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein which shall not be subject to any stay.

Notice of the Leiters Transaction, Leiters Purchase Agreement, Sale Hearing, Bid Deadline, and Cure Amounts

E. As evidenced by the affidavits or declarations of service and publication previously filed with this Court, [Docket Nos. ●], proper, timely, adequate, and sufficient notice of the Motion, the Bid Deadline (as defined below), the Sale Hearing, the Leiters Purchase Agreement, and the Leiters Transaction has been provided in accordance with sections 102(1), 363, 364, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014 and Local Rules 2002-1 and 6004-1. The Debtors have complied with all obligations to provide notice of the Motion, the Bid Deadline, the Sale Hearing, the Leiters Purchase Agreement, and the Leiters Transaction as required by the Bidding Procedures Order. The aforementioned notices are good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bid Deadline, the Sale Hearing, the Leiters Purchase Agreement, or the Leiters Transaction is required for the entry of this Order.

F. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

G. In accordance with the Bidding Procedures Order, and as evidenced by the affidavits or declarations of service and publication previously filed with this Court [Docket Nos. ●], on [●], 2021, the Debtors filed and have served the *Notice of Possible Assumption and*

Assignment of Certain Executory Contracts and Unexpired Leases [Docket No. ●] (the "Cure Notice") regarding the potential assumption and assignment of certain of the Assumed Contracts and of the amount necessary to cure any defaults pursuant to section 365(b) of the Bankruptcy Code (all such amounts in connection with any Assumed Contract, the "Cure Amounts") upon the non-Debtor counterparties to the Assumed Contracts. The service and provision of the Cure Notice was good, sufficient, and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assumed Contracts, including with respect to adequate assurance of future performance or establishing a Cure Amount for the respective Assumed Contracts. All non-Debtor counterparties to each Assumed Contract set forth in the Cure Notice have had an adequate opportunity to object to assumption and assignment of the applicable Assumed Contract and the Cure Amount set forth in the Cure Notice, including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, the Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the assumption and assignment to the Purchaser of any Assumed Contract (a "Contract Objection") has expired, and to the extent any such entity timely filed a Contract Objection, all such Contract Objections have been resolved, withdrawn or overruled. To the extent that any such party did not timely file a Contract Objection by the Contract Objection deadline, such party shall be deemed to have consented to (i) the assumption and assignment of the Assumed Contract and (ii) the proposed Cure Amount set forth on the Contract Notice.

H. This Order relates only to the Acquired Assets, the Leiters Purchase Agreement (as defined below) and the Leiters Transaction contemplated therein. This Order is separate from and unrelated to any other order entered by this Court in connection with the Sale Hearing regarding

the sale of the Debtors' other Asset Categories, including the [_____] Asset Category, the [_____] Asset Category, the [_____] Asset Category, and the [_____] Asset Category (collectively the "Other Asset Categories"). Any order related to the Other Asset Categories shall be equally treated as granting the relief requested in the Motion only as it related to the Other Asset Categories. The relief sought in the Motion relating to the Acquired Assets, the Leiters Purchase Agreement and the Leiters Transaction as to the Assets, Purchase Agreement and the Transaction shall be deemed as severed from all other relief sought in the Motion so that this Order shall constitute a final order for all purposes related to the Acquired Assets, Leiters Purchase Agreement and the Leiters Transaction.

Highest or Otherwise Best Offer

I. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors have complied in all respects with the Bidding Procedures Order. The Sale of the Acquired Assets was duly noticed and conducted in a non-collusive, fair, and good faith manner and the process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to purchase the Acquired Assets. The Bidding Procedures established [January 10], 2022 at 5:00 p.m. (prevailing Eastern Time) as the bid deadline (the "Bid Deadline") and [_____], 2022 at [____] as the date on which an Auction shall take place if at least one Qualified Bid is received with regard to the Assets. After the expiration of the Bid Deadline, the Debtors received [●] Qualified Bids[, and the Auction occurred on ___, 2022]. [The Auction was duly noticed and conducted in a non-collusive, fair and good faith manner, and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Acquired Assets.]

J. On _____, 2022, the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, filed a notice designating the Purchaser as the Successful Bidder and ___ as the Backup Bidder [Docket No. ___].

K. The Acquired Assets were adequately marketed by the Debtors and their advisors, and the consideration provided by the Purchaser under the Leiters Purchase Agreement, constitutes the highest or otherwise best offer and provides fair and reasonable consideration to the Debtors for the Sale of the Acquired Assets and the assumption of the Assumed Obligations. The Leiters Purchase Agreement presents the best opportunity to maximize and realize the value of the Acquired Assets for the benefit of the Debtors, their estates, and their creditors. The Debtors' determination that the consideration provided by the Purchaser under the Leiters Purchase Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

L. Approval of the Motion and the Leiters Purchase Agreement, and the consummation of the Leiters Transaction contemplated thereby, are in the best interests of the Debtors, their creditors, their estates, and other parties in interest. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Leiters Transaction and the performance of their obligations under the Leiters Purchase Agreement.

M. Entry of this Order approving the Leiters Purchase Agreement and all of the provisions thereof is a condition precedent to the Purchaser's consummation of the Leiters Transaction.

N. The Leiters Purchase Agreement was not entered into, and neither the Debtors nor the Purchaser has entered into the Leiters Purchase Agreement, or proposes to consummate the Leiters Transaction, for the purpose of hindering, delaying, or defrauding the Debtors' present or

future creditors. Neither the Debtors nor the Purchaser is entering into the Leiters Purchase Agreement, or proposing to consummate the Leiters Transaction, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

O. The terms and conditions set forth in the Leiters Purchase Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Leiters Purchase Agreement: (i) are fair and reasonable; (ii) are in the best interests of the Debtors' creditors and estates; and (iii) constitute fair value, full and adequate consideration, reasonably equivalent value, and reasonable market value for the Acquired Assets (as each of such terms is defined in each of the Uniform Fraudulent Transfer Act, Uniform Voidable Transfer Act (as applicable), Uniform Fraudulent Conveyance, and section 548 of the Bankruptcy Code) under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

P. As part of the consideration for the Acquired Assets, the Purchaser will assume certain Assumed Obligations. The Purchaser's agreement to assume the Assumed Obligations is essential to provide for the payment of other liabilities that would potentially not be satisfied absent consummation of the Leiters Transaction.

Q. The Purchaser is the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures Order. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, proposed and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties. The Purchaser has complied in all respects with the Bidding Procedures Order and any other applicable order of this Court in

negotiating and entering into the Leiters Purchase Agreement, and the sale and the Leiters Purchase Agreement likewise comply with the Bidding Procedures Order and any other applicable order of this Court.

Good Faith of the Debtors and the Purchaser

R. The sales process conducted by the Debtors, including, without limitation, the Bidding Procedures set forth in the Bidding Procedures Order, was at arms'-length, non-collusive, and in good faith.

S. The Debtors, the Purchaser, and their respective professionals and advisors have complied in good faith with the Bidding Procedures Order in all respects. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and evidence adduced and representations proffered by counsel at the Bidding Procedures Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted in accordance with the Bidding Procedures Order, the Debtors (a) afforded all creditors and other parties in interest and all potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Acquired Assets, (b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets, and (c) considered any bids submitted on or before the Bid Deadline.

T. The Leiters Purchase Agreement and the Leiters Transaction contemplated thereunder were proposed, negotiated, and entered into by and among the Debtors and the Purchaser without collusion, in good faith, and at arms'-length.

U. Neither the Purchaser nor any of its affiliates, present or contemplated members, officers, directors or shareholders is an "insider" of the Debtors, as the term "insider" is defined in

section 101(31) of the Bankruptcy Code. The Purchaser is entering into the Leiters Transaction and purchasing the Acquired Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with the Chapter 11 Cases, the sale of the Acquired Assets, the Motion, and the Leiters Transaction. Neither the Debtors, the Purchaser nor any affiliate of either have engaged in any action or inaction that would cause or permit the Leiters Purchase Agreement or the Leiters Transaction to be avoided or impose any costs or damages under section 363(n) of the Bankruptcy Code, and the Leiters Transaction shall not be avoided under section 363(n) of the Bankruptcy Code. All payments made by the Purchaser in connection with the Leiters Transaction have been disclosed.

The Requirements of Section 363 Are Satisfied

V. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring the Debtors to (i) enter into the Leiters Purchase Agreement, (ii) sell the Acquired Assets, and (iii) assume and assign the Assumed Contracts, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estate, and their creditors. Such business reasons include, without limitation, the fact that: (i) the Leiters Purchase Agreement constitutes the highest and best offer for the Acquired Assets; (ii) the Leiters Purchase Agreement presents the best opportunity to maximize and realize the value of the Acquired Assets for the benefit of the Debtors, their estates and their creditors; and (iii) unless the sale is concluded expeditiously, the recoveries of the Debtors' estates and constituencies are likely to be adversely affected and there is a significant risk that a significant amount of liabilities that will be assumed by the Purchaser under the Leiters Purchase Agreement will not be satisfied.

W. The Leiters Purchase Agreement is a valid and binding contract between the Debtors and the Purchaser and shall be enforceable pursuant to its terms.

X. The Acquired Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code and title thereto is presently vested in the Debtors' estates.

Y. The sale of the Acquired Assets to the Purchaser under the terms of the Leiters Purchase Agreement satisfies the applicable provisions of section 363(f) of the Bankruptcy Code, and except as expressly provided in the Leiters Purchase Agreement with respect to the Assumed Liabilities and Permitted Encumbrances, (i) the transfer of the Acquired Assets to the Purchaser and (ii) the assumption or assignment to the Purchaser or its Affiliate of the Assumed Contracts and the Assumed Liabilities, in each case, will be free and clear of all Claims and Liens (as such terms are defined below) and will not subject the Purchaser (or its successors or assigns) or any of the Purchaser's (or its successors' or assigns') assets to, to the greatest extent under applicable law, any liability for any Claims or Liens whatsoever (including, without limitation, under any theory of equitable law, antitrust, setoff (except with respect to setoffs that were effected prior to the Petition Date), or successor or transferee liability).

Z. The Purchaser would not have entered into the Leiters Purchase Agreement and would not consummate the Leiters Transaction, thus adversely affecting the Debtors, their estates, their creditors, their employees, and other parties in interest, if the sale of the Acquired Assets was not free and clear of all Claims and Liens or if the Purchaser would be liable for any Claims or Liens, including, without limitation and as applicable, certain liabilities that constitute Excluded Liabilities as defined in the Leiters Purchase Agreement expressly are not assumed by the Purchaser as set forth in the Leiters Purchase Agreement or in this Order. The Purchaser asserts

that it will not consummate the Leiters Transaction unless the Leiters Purchase Agreement specifically provides, and this Court specifically orders, that the Purchaser, its property, its successors or assigns and their property, and the Acquired Assets will not have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Claim or Lien, or any successor or transferee liability for either of the Debtors, in each case, other than the Assumed Liabilities and the Permitted Encumbrances.

AA. The transfer of the Acquired Assets to the Purchaser under the Leiters Purchase Agreement is a legal, valid, and effective transfer of all of the legal, equitable, and beneficial right, title, and interest in and to the Acquired Assets free and clear of all Claims and Liens (except as provided in the Leiters Purchase Agreement, solely with respect to Assumed Liabilities and Permitted Encumbrances). The Debtors may sell their interests in the Acquired Assets free and clear of all Claims and Liens because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. The transfer of the Acquired Assets to the Purchaser will vest the Purchaser with good and marketable title to the Acquired Assets free and clear of all Claims and Liens (except, as provided in the Leiters Purchase Agreement, solely with respect to Assumed Liabilities and Permitted Encumbrances).

BB. The Purchaser is not and will not be deemed to be a successor to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume or in any way be responsible for any liability or obligation of any of the Debtors or their estates by reason thereof, including without limitation the FDA Claims (defined below). The Purchaser is not deemed to be a continuation or substantial continuation of the Debtors or their estates, and there is no continuity between the Purchaser and the Debtors. The Purchaser does not have a common

identity of incorporators, directors, or equity holders with the Debtors. The Purchaser is not holding itself out to the public as a continuation of the Debtors or their estates, and the Leiters Transaction does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors.

CC. There is no legal or equitable reason to delay the Leiters Transaction. The Leiters Transaction must be approved and consummated promptly to preserve the value of the Debtors' assets.

DD. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances for the Leiters Transaction pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, absent the immediate consummation of the Leiters Transaction, the value of the Debtors' assets will be harmed. To maximize the value of the Acquired Assets, it is essential that the Leiters Transaction occur within the timeframe set forth in the Leiters Purchase Agreement. Time is of the essence in consummating the Leiters Transaction. Accordingly, there is good cause to waive the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d).

EE. The sale and assignment of the Acquired Assets outside of a chapter 11 plan pursuant to the Leiters Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan for the Debtors. Neither the Leiters Purchase Agreement nor the Leiters Transaction contemplated thereby constitutes a *sub rosa* chapter 11 plan.

Assumption and Assignment of the Assumed Contracts

FF. The assumption and assignment of the Assumed Contracts (as such Assumed Contracts may be amended, supplemented, or otherwise modified prior to assumption and

assignment without further order of the Court with the consent of the Debtors, the applicable contract counterparty, and the Purchaser) that are designated for assumption and assignment pursuant to the terms of this Order, the Bidding Procedures Order and the Leiters Purchase Agreement is integral to the Leiters Purchase Agreement, is in the best interests of the Debtors and their estates, creditors, and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

GG. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code for each of the Assumed Contracts. In accordance with the terms of the Leiters Purchase Agreement, the Debtors will have (i) cured or provided adequate assurance of cure of any default existing prior to the consummation of the Leiters Transaction contemplated by the Leiters Purchase Agreement (the "Closing") under all of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty to an Assumed Contract for actual pecuniary loss to such entity resulting from a default prior to the Closing under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The assignment of each of the Assumed Contracts is free and clear of all Claims and Liens, except as expressly permitted in the Leiters Purchase Agreement and this Order.

HH. The Purchaser has demonstrated adequate assurance of future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assumed Contracts to be assumed and assigned under the Leiters Purchase Agreement shall be assigned and transferred to, and remain in full force and effect for the benefit of, Purchaser notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

II. No defaults exist in the Debtors' performance under the Assumed Contracts as of the date of this Order other than the failure to pay amounts equal to the Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

IT IS HEREBY ORDERED THAT:

General Provisions

1. The Motion as it pertains to the Leiters Transaction is granted and approved as set forth herein. The Debtor is authorized to sell the Acquired Assets to the Purchaser in accordance with the Leiters Purchase Agreement and transfer, assign and convey the Acquired Assets including the Assumed Contracts to Purchaser on the Closing Date (as defined herein).

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing, or by stipulation filed with the Court, or as resolved in this Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice. All non-Debtor counterparties to the Assumed Contracts given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein. All holders of Claims or Liens who did not object, or withdrew their objections to the Leiters Transaction, are deemed to have consented to the Leiters Transaction pursuant to section 363(f)(2) of the Bankruptcy Code, and all holders of Claims or Liens are adequately protected – thus satisfying section 363(e) of the Bankruptcy Code; *provided*, *however*, that setoff rights will be extinguished as to the Acquired Assets and the Purchaser to the extent there is no longer mutuality after the consummation of the Leiters Transaction, except with respect to setoffs that were validly effected prior to the Petition Date; *provided further,* that, subject to the *Order (I) Establishing Bar Dates for Filing Proofs of Prepetition Claims, Including 503(b)(9) Claims and (II) Approving the Form and Manner of Notice Thereof* [Docket No. ●], the right of any party to seek satisfaction of a setoff claim from the proceeds of the sale shall be preserved,

and the defenses and counterclaims of the Debtors and other parties in interest shall likewise be preserved, including the right of any party in interest to contest the validity or priority of any claim that is asserted.

3. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the 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.

Approval of the Leiters Purchase Agreement

4. The Leiters Purchase Agreement, all of the terms and conditions thereof, and the Leiters Transaction contemplated therein are approved in all respects. The failure specifically to include any particular provision of the Leiters Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Leiters Purchase Agreement be authorized and approved in its entirety. The transfer of the Acquired Assets by the Debtors to the Purchaser shall be a legal, valid, and effective transfer of the Acquired Assets. The consummation of the Leiters Transaction is hereby approved and authorized under section 363(b) of the Bankruptcy Code.

5. The Debtors are authorized to (a) take any and all actions necessary or appropriate to perform, consummate, implement, and close the Leiters Transaction, including the sale to the Purchaser of all Acquired Assets, in accordance with the terms and conditions set forth in the Leiters Purchase Agreement and this Order, including, without limitation, executing, acknowledging, and delivering such deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer and taking any action for purposes of assigning,

transferring, granting, conveying, and confirming to the Purchaser, or reducing to possession, any or all of the Acquired Assets, and entering into any other agreements related to implementing the Leiters Transaction, and (b) to assume and assign any and all Assumed Contracts to the Purchaser.

6. All persons and entities are prohibited from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors to transfer the Acquired Assets to the Purchaser in accordance with the Leiters Purchase Agreement and this Order; *provided* that the foregoing shall not prohibit any person or entity from appealing this Order or seeking a stay pending such an appeal**.**

Sale and Transfer Free and Clear of Claims and Liens

7. Except as otherwise expressly provided in the Leiters Purchase Agreement and the terms of this Order solely with respect to Assumed Liabilities and Permitted Encumbrances, the Acquired Assets shall be sold to the Purchaser free and clear of all Claims (as defined and used in the Bankruptcy Code, including section 101(5) thereof), liabilities, interests, rights, and encumbrances, including, without limitation, rights of setoff (except with respect to setoffs that were validly effected prior to the Petition Date), and all other matters of any kind and nature, whether known or unknown, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases (but, for the avoidance of doubt, in each case arising from the ownership or the operation of the Acquired Assets prior to the date of the Closing (the "Closing Date")), and any consensual or nonconsensual lien, statutory lien, real or personal property lien, mechanics' lien, materialmans' lien, warehousemans' lien, tax lien, and any and all other "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof (all of the foregoing, collectively, "Liens"). For the avoidance of any doubt, any and all of the Debtors**'** liabilities or obligations

(i) owed to the United States Food and Drug Administration (the "FDA"), (ii) under statutes administered by the FDA or regulations promulgated thereunder, and (iii) specifically including ongoing commitments made to the FDA in response to the 11/26/19 Warning Letter and the FDA Form 483s issued on 8/31/21 and 5/20/19 ((i) – (iii), collectively, the "FDA Claims"), shall constitute Liens and/or Claims and shall not constitute Assumed Liabilities or Permitted Encumbrances; *further*, the Claims and Liens on those assets of the Debtors not subject to the sale to the Purchaser pursuant to the Leiters Purchase Agreement (or pursuant to any other order of the Court approving the sale of any of the Debtors' other assets free and clear of Claims and Liens) shall remain with the same validity, force, priority, and effect on those other assets. All Liens, Claims, and interests from which the Acquired Assets are sold free and clear shall attach to the proceeds of the sale of the Acquired Assets in the same extent, validity and priority that existed immediately prior to the Closing Date, subject to the terms and conditions set forth in the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Liens and Superpriority Administrative Expense Claims, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 174] (the "Final DIP Order").

8. All proceeds generated from the sale of any Assets shall be paid to the DIP Agents upon the closing of such sale for permanent application against the DIP Obligations in accordance with the terms and conditions of the Final DIP Order and the DIP Documents, until such time as all DIP Obligations have been paid in full in cash in accordance with the terms and conditions of the DIP Documents and the Final DIP Order, as applicable.

9. At Closing, all of the Debtors' right, title, and interest in and to, and possession of, the Acquired Assets shall be immediately vested in the Purchaser pursuant to sections 105(a),

363(b), 363(f), and 365 of the Bankruptcy Code free and clear of any and all Claims and Liens except for Assumed Liabilities and Permitted Encumbrances. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Acquired Assets. All persons or entities, presently, or on or after the Closing, in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets directly to the Purchaser or its designees on the Closing or at such time thereafter as the Purchaser may request.

10. The Purchaser is hereby authorized, in connection with the consummation of the Leiters Transaction, to allocate the Acquired Assets, Assumed Liabilities, Permitted Encumbrances, and the Assumed Contracts among its Affiliates, designees, assignees, or successors in a manner as it, in its sole discretion, deems appropriate, and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Acquired Assets or the rights under any Assumed Contract to its Affiliates, designees, assignees, or successors with all of the rights and protections accorded under this Order and the Leiters Purchase Agreement, and the Debtors shall cooperate with and take all actions reasonably requested by the Purchaser to effectuate any of the foregoing.

11. This Order: (i) shall be effective as a determination that, to the greatest extent permitted by law, as of the Closing, (a) no Claims or Liens (other than Assumed Liabilities and Permitted Encumbrances) will be capable of being asserted against the Purchaser or any of its assets (including the Acquired Assets) or the affiliates of the Purchaser or any of their assets, (b) the Acquired Assets shall have been transferred to the Purchaser free and clear of all Claims and Liens except for Assumed Liabilities and Permitted Encumbrances, and (c) the conveyances described herein have been effected; and (ii) 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 in or to any lease; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Leiters Purchase Agreement. The Acquired Assets are sold free and clear of any reclamation rights as defined by the Uniform Commercial Code and analogous state law.

12. Except as otherwise expressly provided in the Leiters Purchase Agreement solely with respect to the Assumed Liabilities and Permitted Encumbrances, and to the greatest extent under applicable law, all persons and entities (and their respective successors and assigns), including, without limitation, all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Claims or Liens arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale, or operation of the Acquired Assets prior to Closing or the transfer of the Acquired Assets to the Purchaser, are hereby forever barred and estopped from asserting such Claims or Liens against the Purchaser or its property or its Affiliates, designees, assignees, or successors or their property, or the Acquired Assets. Following the Closing, no holder of any Claim or Lien shall interfere with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Claim or Lien, or based on any action the Debtors may take in the Chapter 11 Cases.

13. If any person or entity that has filed financing statements, mortgages, *lis pendens* or other documents or agreements evidencing Claims or Liens against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Liens that the person or entity has with respect to the Acquired Assets or otherwise, then only with regard to the Acquired Assets that are purchased by the Purchaser pursuant to the Leiters Purchase Agreement and this Order: (i) the Debtors are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Acquired Assets; (ii) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Claims and Liens other than Assumed Liabilities and Permitted Encumbrances against the Purchaser and the applicable Acquired Assets; and (iii) the Purchaser may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Claims and Liens with respect to the Acquired Assets other than Assumed Liabilities and Permitted Encumbrances. This 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 Order authorizing the sale and assignment of the Acquired Assets free and clear of Claims and Liens shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

14. To the maximum extent permitted by applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the "Licenses") of the Debtors with respect to the Acquired Assets, and all Licenses are deemed to have been transferred to the Purchaser as of the Closing Date. To the extent any Licenses cannot be transferred to the Purchaser in accordance with the previous sentence, such Licenses shall be in effect while the Purchaser works promptly and diligently to apply for and secure all necessary government approvals for the transfer or issuance of new Licenses to the Purchaser.

15. Nothing in this Order or the Leiters Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as owner or operator of property sold or transferred pursuant to this Order after the occurrence of the Closing Date (with respect to such property), *provided, however*, that the foregoing shall not limit, diminish or otherwise alter the Debtors' or the Purchaser's defenses, claims, causes of action, or other rights under applicable non-bankruptcy law with respect to any liability that may exist to a governmental unit at such owned or operated property. Nothing in this Order or the Leiters Purchase Agreement authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (ii) registration, (iv) authorization, or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order, subject to the Debtors' and the Purchaser's rights to assert in that forum or before this Court that any such laws are not in fact police or regulatory law or that the matter should be heard by the Bankruptcy Court.

No Successor or Transferee Liability

16. To the greatest extent under applicable law, the Purchaser shall not be deemed, as a result of any action taken in connection with the Leiters Purchase Agreement, the consummation of the Leiters Transaction contemplated by the Leiters Purchase Agreement, or the transfer or operation of the Acquired Assets, including the Assumed Contracts, to: (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Purchaser, with respect to the Assumed Liabilities to be paid after the Closing or any obligations as an assignee under the Assumed Contracts arising after the Closing); (ii) have, *de facto* or otherwise, merged with or into the Debtors; (iii) be an alter ego or a mere continuation or substantial continuation of the Debtors including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the WARN Act (29 U.S.C. §§ 2101 et seq.) ("WARN"), the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* (the "NLRA"); or (iv) be liable for (a) any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (b) any liabilities, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, (c) any liabilities, debts, or obligations of or required to be paid by the Debtors for labor, employment, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or

under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine, or (d) any liabilities, debts, or obligations of or required to be paid by the Debtors which constitute FDA Claims.

17. Other than as set forth in the Leiters Purchase Agreement with respect to Assumed Liabilities and Permitted Encumbrances, the Purchaser shall not, to the greatest extent permitted under applicable law, have any responsibility for (i) any liability or other obligation of the Debtors or related to the Acquired Assets or (ii) any remaining Claims or Liens against the Debtors. Other than as set forth in the Leiters Purchase Agreement with respect to Assumed Liabilities and Permitted Encumbrances, and to the greatest extent permitted under applicable law, the Purchaser shall have no liability whatsoever with respect to the Debtors' businesses or operations prior to Closing or any of the Debtors' obligations 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 Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including, without limitation, (i) liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing, (ii) liabilities or obligations under WARN, or (iii) liabilities or obligations under CERCLA, or any foreign, federal, state, or local labor, employment, or environmental law whether of similar import or otherwise by virtue of the Purchaser's purchase of the Acquired Assets or assumption of the Assumed Liabilities by the Purchaser or an Affiliate of the Purchaser (all liabilities described in paragraph 16 and paragraph 17 of this Order, "Successor or Transferee Liability").

18. Except as otherwise expressly provided in this Order or the Leiters Purchase Agreement, nothing shall require the Purchaser to: (i) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, welfare, fringe benefit or any other benefit plan, trust arrangement, or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, medical, welfare, and pension benefits payable after retirement or other termination of employment; or (ii) assume any responsibility as a fiduciary, plan sponsor, or otherwise, for making any contribution to, or in respect of the funding, investment, or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

19. Effective upon the Closing, except with respect to Assumed Liabilities and Permitted Encumbrances, and to the greatest extent under applicable law, all persons and entities are forever prohibited 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 the Purchaser, or its assets (including the Acquired Assets), or its affiliates, designees, assignees, or successors, or their assets, with respect to any (i) Claim or Lien or (ii) Successor or Transferee Liability, including, without limitation, the following actions with respect to clauses (i) and (ii): (a) commencing or continuing any action or other proceeding pending or threatened; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Claim or Lien; (d) asserting any setoff (except with respect to setoffs that were effected prior to the Petition Date), right of subrogation, or recoupment of any kind; (e) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of this Court, or

the agreements or actions contemplated or taken in respect hereof; or (f) revoking, terminating, or failing or refusing to renew any license, permit, or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith of the Purchaser

20. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Leiters Transaction contemplated by the Leiters Purchase Agreement is undertaken by the Purchaser 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 Leiters Transaction (including the assumption and assignment of the Assumed Contracts), unless such authorization and consummation of the sale are duly and properly stayed pending such appeal.

21. Neither the Debtors, the Purchaser nor any affiliate of either the Debtors or Purchaser have engaged in any collusion with other bidders or other parties or taken any other action or inaction that would cause or permit the Leiters Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise. The consideration provided by the Purchaser for the Acquired Assets under the Leiters Purchase Agreement is fair and reasonable and is not less than the value of such assets, and the Leiters Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

22. The Purchaser is not an "insider" of any of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

Assumption and Assignment of Assumed Contracts

23. Except as otherwise agreed in writing between the Debtors and the non-Debtor parties to the Assumed Contracts or stated on the record of the Sale Hearing, the Cure Amounts for the Assumed Contracts are hereby fixed at the amounts set forth on **Schedule I** attached to this Order, and the non-Debtor parties to such Assumed Contracts are forever bound by such Cure Amounts. To the extent that any entity did not timely file a Contract Objection by the Contract Objection deadline with respect to any Assumed Contract set forth on the Cure Notice, such entity shall forever be barred and estopped from objecting: (i) to the Cure Amount as the amount to cure all defaults to satisfy section 365 of the Bankruptcy Code and from asserting that any additional amounts are due or defaults exist; (ii) that any conditions to assumption and assignment must be satisfied under such Contract or Lease before it can be assumed and assigned or that any required consent to assignment has not been given; or (iii) that the Purchaser has not provided adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code.

24. The assumption and assignment of the Assumed Contracts is approved. The Debtors are authorized to assume and assign each of the Assumed Contracts to the Purchaser or its designee upon the Closing of the Leiters Transaction (or thereafter, in accordance with the Leiters Purchase Agreement and this Order), free and clear of all Claims and Liens, other than Assumed Liabilities and Permitted Encumbrances. The payment of the applicable Cure Amounts by the Purchaser in accordance with the Leiters Purchase Agreement shall, in accordance with section 365(b) of the Bankruptcy Code, (i) cure all defaults under the Assumed Contracts as contemplated by section 365 of the Bankruptcy Code as of the Closing Date, (ii) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default, and (iii) together with the assumption of the Assumed Contracts by the Debtors and the assignment of the

Assumed Contracts to the Purchaser or its designee, constitute adequate assurance of future performance thereof. The Cure Amounts and any payments made to the counterparties under the Assumed Contracts prior to the assumption of the Assumed Contracts shall be deemed payments that were required to be made in full as part of the obligation to assume and assign the Assigned Contracts under this Order and the Purchase Agreement.

25. Pursuant to section 365(f) of the Bankruptcy Code, subject to the payment of the applicable Cure Amounts, the Assumed Contracts to be assumed and assigned under the Leiters Purchase Agreement shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Purchaser notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the counterparty to such Assumed Contract to terminate, recapture, impose any penalty or fee, accelerate, increase any rate, condition on renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect. Subject to the payment of the applicable Cure Amounts, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser or its designee of the Assumed Contracts have been satisfied. Subject to the payment of the applicable Cure Amounts, upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title, and interest of the Debtors under the Assumed Contracts, and such Assumed Contracts shall remain in full force and effect for the benefit of the Purchaser. Subject to the payment of the applicable Cure Amounts, each non-Debtor counterparty to the Assumed Contracts shall be forever barred and estopped from (i) asserting against the Debtors or the Purchaser or their

respective property any assignment fee, acceleration, default, breach, claim, pecuniary loss, or condition to assignment existing, arising, or accruing as of the Closing Date or arising by reason of the Closing, including any breach related to or arising out of any change-in-control or similar provisions in such Assumed Contracts, or any purported written or oral modification to the Assumed Contracts and (ii) asserting against the Purchaser (or its assets, including the Acquired Assets) or its affiliates, designees, assignees, or successors (or their assets), any Claim or Lien, counterclaim, breach, condition, setoff (except with respect to setoffs that were effected prior to the Petition Date) asserted or capable of being asserted against the Debtors existing as of the Closing Date or arising by reason of the Closing except for the Assumed Liabilities and Permitted Encumbrances.

26. Upon the Closing and the payment of the relevant Cure Amounts, the Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any and all liability arising under or related to the Assumed Contracts. There shall be no assignment fees, increases, or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Assumed Contracts. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions or of the right of the Debtors or the Purchaser, as the case may be, to enforce every term and condition of such Assumed Contract. The validity of the assumption and assignment of any Assumed Contract to the Purchaser shall not be affected by any existing dispute between the Debtors and any counterparty to such Assumed Contract. Any non-Debtor counterparty that may have had the right to consent to the assignment of any Assumed Contract

and that was served with notice of the relief granted herein is deemed to have consented for the purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code.

27. The assignments of each of the Assumed Contracts are made in good faith under sections 363(b) and (m) of the Bankruptcy Code and shall be free and clear of all Claims and Liens pursuant to section 363(f) of the Bankruptcy Code.

Other Provisions

28. This Order is binding upon and inures to the benefit of any successors and assigns of the Debtors or the Purchaser, including any trustee appointed in any subsequent case of the Debtors under Chapter 7 of the Bankruptcy Code.

29. The provisions of this Order and the Leiters Purchase Agreement are non-severable and mutually dependent.

30. The Leiters Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

31. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including, without limitation, the Leiters Purchase Agreement and the Leiters Transaction.

32. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Leiters Purchase Agreement, all amendments thereto, and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser or its designees, and to adjudicate, if necessary, any and

all disputes concerning or relating in any way to the Leiters Transaction. This Court retains jurisdiction to compel delivery of the Acquired Assets, to protect the Purchaser (and its assets, including the Acquired Assets) and its affiliates, designees, assignees, or successors (or their assets), against any Claims, Liens, and Successor and Transferee Liability and to enter orders, as appropriate, pursuant to sections 105, 363, or 365 of the Bankruptcy Code (or other applicable provisions) necessary to transfer the Acquired Assets and the Assumed Contracts to the Purchaser.

33. The requirements set forth in Bankruptcy Rules 6003(b), 6004, and 6006 have been satisfied or are otherwise hereby waived.

34. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this Order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d). Time is of the essence in closing the sale and the Debtors and the Purchaser intend to close the sale as soon as possible.

35. This Order and the Leiters Purchase Agreement shall be binding in all respects upon all creditors of (whether known or unknown), and holders of equity interests in, the Debtors, any holders of Claims or Liens in, against, or on all or any portion of the Acquired Assets, all non-Debtor counterparties to the Assumed Contracts, all successors and assigns of the Purchaser, the Debtors and their Affiliates and subsidiaries, and any subsequent trustees appointed in the Chapter 11 Cases or upon a conversion to Chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any Chapter 11 plan confirmed in the Chapter 11 Cases, any order confirming any such Chapter 11 plan, or any order approving wind-down or dismissal of the Chapter 11 Cases or any subsequent Chapter 7 cases shall conflict with or derogate from the provisions of the Leiters Purchase Agreement or this Order, and to the extent of any conflict or

derogation between this Order or the Leiters Purchase Agreement and such future plan or order, the terms of this Order and the Leiters Purchase Agreement shall control.

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

37. To the extent any provisions of this Order conflict with, or are otherwise inconsistent with, the terms and conditions of the Leiters Purchase Agreement or the Bidding Procedures Order, this Order shall govern and control.

38. The Debtors have all necessary authorizations to sell and are hereby permitted to sell to the Purchaser all claims or causes of action of the Debtors against other parties arising out of events occurring prior to the Closing Date that constitute a [_____] Asset. The Purchaser may pursue any claim (i) that the Debtors may have that constitutes an [_____] Asset, or (ii) that the Purchaser may have that arises out of or is related to the [_____] Asset purchased by Purchaser (notwithstanding the foregoing, the Purchaser will not be able to assert rights specifically retained by the Debtors in the Leiters Purchase Agreement).

Exhibit A

Leiters Purchase Agreement

EXHIBIT E

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TELIGENT, INC., *et al.*,[1]	Case No. 21-11332 (BLS)
Debtors.	(Jointly Administered)
	Ref. Docket No. ___

ORDER (I) APPROVING BIDDING PROCEDURES IN CONNECTION WITH SALE OF ASSETS OF THE DEBTORS, (II) APPROVING FORM AND MANNER OF NOTICE, (III) SCHEDULING AUCTION AND SALE HEARING, (IV) AUTHORIZING PROCEDURES GOVERNING ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS AND UNEXPIRED LEASES, AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors, for the entry of an order: (i) approving bidding procedures, substantially in the form attached as Annex 1 hereto (the "Bidding Procedures"), to govern the marketing and sale of substantially all of the Debtors' assets (the "Assets"), and approving bid protections in connection therewith, (ii) authorizing the Debtors to schedule an auction to sell the Assets (the "Auction") and scheduling the hearing to approve a sale of the Assets (the "Sale Hearing"), (iii) approving the form and manner of notice of the proposed sale transactions, the Bidding Procedures, the Auction, the Sale Hearing, and related dates and deadlines, (iv) authorizing procedures governing the assumption and assignment of certain executory contracts and unexpired leases (the "Assumed Contracts") to the prevailing bidder(s) acquiring the Debtors' assets (each, a "Successful Bidder"), and (v) granting related relief, as more fully described in the Motion; and the Court having reviewed the Motion and the

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Teligent, Inc. (5758); Igen, Inc. (7443); Teligent Pharma, Inc. (1639); and TELIP, LLC (8395). The Debtors' corporate headquarters is located at 33 Wood Ave, 7th Floor, Iselin, NJ 08830.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Stalking Horse Agreements and the Motion, as applicable, and to the extent of any inconsistency in the defined terms, the Stalking Horse Agreements shall govern.

First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter an order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby:

FOUND AND CONCLUDED THAT:[3]

A. The statutory bases for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rules 2002, 3007, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware.

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

B. Good and sufficient notice of the Motion was given and no further notice is required except as otherwise provided for herein. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 2002 and all other interested parties.

C. The Debtors have articulated good and sufficient reasons for the Court to grant the relief requested in the Motion regarding the sales process, including (a) the payment of the Break-Up Fee and Expense Reimbursement, if necessary, to the Stalking Horse Bidders in accordance with the Stalking Horse Agreements, (b) the scheduling of the Bid Deadline (as defined in the Bidding Procedures), the Auction, and the Sale Hearing with respect to the proposed sale of the Assets, (c) the establishment of procedures to fix the Cure Amounts (as defined below) to be paid pursuant section 365 of the Bankruptcy Code in connection with the assumption, assignment, and/or transfer of the Assigned Contracts, and (d) approval and authorization to serve the Sale Notice.

D. The Sale Notice (in substantially the form annexed to the Motion as **Exhibit D**), is reasonably calculated to provide all interested parties with timely and proper notice of the Bidding Procedures, the Auction, the Sale Hearing, and the Sale and any and all objection deadlines related thereto, and no other or further notice is required of the foregoing.

E. The Cure Notice (in substantially the form annexed to the Motion as **Exhibit C**) is reasonably calculated to provide all non-Debtor counterparties (the "Counterparties") to the Debtors' executory contracts and unexpired leases (each, a "Contract" and, collectively, the "Contracts") with reasonable and proper notice of the potential assumption and assignment of their Contract and any cure amounts relating thereto, although the mere listing of any Contract on the Cure Notice does not require or guarantee that such Contract will be assumed and

assigned and all rights of the Debtors and Stalking Horse Bidders with respect to such Contracts are reserved (including, but not limited to, with respect to whether any Contract constitutes an executory contract and whether any Contract shall be an Assumed Contract under the Stalking Horse Agreements).

F. The Stalking Horse Agreements were negotiated by the Debtors, their advisors, and the Stalking Horse Bidders in good faith and at arms-length.

G. The Bidding Procedures are reasonably designed to maximize the value to be achieved for the Assets.

H. The Break-Up Fee and Expense Reimbursement, as approved by this Order are fair and reasonable and provide a benefit to the Debtors' estates and stakeholders.

I. If triggered in accordance with the terms of the Stalking Horse Agreements, payment of the Break-Up Fee and Expense Reimbursement, under this Order and upon the conditions set forth in the Stalking Horse Agreements and the Bidding Procedures, is (i) an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a) of the Bankruptcy Code, (ii) reasonably tailored to encourage, rather than hamper, bidding for the Assets by providing a baseline of value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other potential bidders in the sale process, thereby increasing the likelihood that the Debtors will receive the best possible price and terms for the Assets subject to the Stalking Horse Agreements, (iii) of substantial benefit to the Debtors' estates and stakeholders, (iv) reasonable and appropriate, (v) a material inducement for, and conditions necessary to, ensure that the Stalking Horse Bidders will continue pursuit of the proposed agreement to purchase the Assets subject to the Stalking Horse

Agreements, and (vi) reasonable in relation to the Stalking Horse Bidders' lost opportunities resulting from the time and money spent pursuing such transaction.

J. The entry of this Order is in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Debtors are authorized to enter into the Stalking Horse Agreements, subject to higher or otherwise better offers in accordance with this Order.

Bidding Procedures

3. The Bidding Procedures, substantially in the form attached hereto as **Annex 1**, are hereby approved. The Debtors are authorized, but not directed, to take any and all actions necessary or appropriate to implement the Bidding Procedures.

4. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled except as otherwise set forth herein.

Notice Procedures

5. The Sale Notice, substantially in the form attached to the Motion as **Exhibit D**, is hereby approved and shall be served within three (3) business days of entry of this Order, upon the Notice Parties identified in the Motion and those entities and individuals appearing on the Debtors' creditor matrix. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale and sale process contemplated by this Order with respect to all known interested parties.

6. Within ten (10) business days of entry of this Order, the Debtors shall publish the Publication Notice, in a form substantially similar to the Sale Notice, in *The New York Times.*

Publication of the Publication Notice as described above shall be sufficient and proper notice of the Sale and sale process contemplated by this Order with respect to all unknown parties.

Assignment Procedures

7. The Cure Notice, substantially in the form attached to the Motion as **Exhibit C**, is hereby approved. The Cure Notice shall identify the Contracts of the Debtors that may be assumed and assigned in connection with the sale of the Debtors' Assets and provide the corresponding cure amounts that the Debtors believe must be paid to cure all defaults under each of the Contracts as contemplated by section 365 of the Bankruptcy Code (the "Cure Amounts"). No later than three (3) business days after entry of this Order, the Debtors shall serve the Cure Notice on all Counterparties. If at any time after the issuance of the Cure Notice but prior to the Sale Hearing it is discovered that a Contract should have been listed on the Executory Contracts Schedule but was not (any such Contract, a "Previously Omitted Contract"), the Debtors shall, promptly following discovery thereof (but in no event later than three (3) business days following discovery thereof), file and serve a notice on the non-Debtor counterparty(ies) to such Previously Omitted Contract notifying such counterparties of the Debtors' intention to assume and assign such Previously Omitted Contract to the Successful Bidder, including the proposed Cure Amounts relating thereto (the "Previously Omitted Contract Notice").

8. The Debtors shall provide the counterparties to contracts with non-Debtors which are being sold (the "Non-Debtor Contracts") with notice of the Bidding Procedures and the Sale Motion at the same time as the counterparties to Contracts receive the Cure Notice, and to the fullest extent permitted by law, including Orders of this Court, shall comply with, and cause their subsidiaries to comply with, applicable non-bankruptcy law to effectuate the assignment of the Non-Debtor Contracts identified in a Stalking Horse Purchase Agreement as a purchased Asset.

Objection Procedures

9. Notwithstanding anything to the contrary in the Motion, any objection to any aspect of the relief requested in the Motion must: (i) be in writing and filed with this Court; (ii) comply with the Bankruptcy Rules; (iii) set forth the name of the objecting party, the nature and amount of any claims or interests held or asserted against the Debtors' estates or properties, the basis for the objection, and the specific grounds therefor; and (iv) be served upon (so as to be received by) the following parties (collectively, the "Objection Notice Parties") by the applicable deadline established in this Order:

(a) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Michael R. Nestor, Esq. (mnestor@ycst.com) and Matthew B. Lunn, Esq. (mlunn@ycst.com)), and K&L Gates LLP, 599 Lexington Avenue, New York, NY 10021 (Attn: Whitney J. Smith, Esq. (whitney.smith@klgates.com) and James A. Wright III, Esq. (james.wright@klgates.com));

(b) co-counsel for the Senior DIP Parties and the Prepetition First Lien Parties, Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071 (Attn: Ted A. Dillman, Esq. (ted.dillman@lw.com), Jason R. Bosworth, Esq. (jason.bosworth@lw.com), and Asif Attarwala (asif.attarwala@lw.com));

(c) co-counsel for the DIP Junior Term Loan Parties and the Prepetition Second Lien Parties, Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Frederick F. Eisenbiegler, Esq. (frederick.eisenbiegler@morganlewis.com) and Jennifer Feldsher, Esq. (jennifer.feldsher@morganlewis.com));

(d) local counsel for the DIP Parties and the Prepetition Secured Parties, Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, DE 19899 (Attn: Robert J. Dehney, Esq. (rdehney@morrisnichols.com));

(e) counsel to the Stalking Horse Bidders,

(1) with respect to the Facility, Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Christopher W. Rile, Esq. (crile@sidley.com), Thomas R. Califano

(tom.califano@sidley.com), Ayo Badejo (abadejo@sidley.com), and Jackson T. Garvey (jgarvey@sidley.com));

(2) with respect to the Canadian Assets, Torys LLP, Suite 3000, P.O. Box 270, 79 Wellington Street West, TD South Tower, Toronto, ON M5K 1N2 (Attn: Cheryl Reicin, Esq. (creicin@torys.com)), and

(3) with respect to the U.S. Marketing Authorizations, Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, New Jersey 07068 (Attn: Michael J. Lerner, Esq. (mlerner@lowenstein.com)); and

(f) proposed counsel to the Committee, Jenner & Block LLP, 353 N. Clark Street, Chicago, IL 60654 (Attn: Catherine L. Steege, Esq. (csteege@jenner.com) and Melissa M. Root, Esq. (mroot@jenner.com)) and Saul Ewing Arnstein & Lehr LLP, 1201 North Market Street, Suite 2300, Wilmington, DE 19801 (Attn: Monique Bair DiSabatino, Esq. (monique.disabatino@saul.com)).

10. Objections, if any, to the relief requested in the Motion shall be considered at the Sale Hearing, other than objections expressly described in paragraphs 11 or 12 of this Order, and must be served upon (such as to be received by) the Objection Notice Parties, **on or before 5:00 p.m. (Prevailing Eastern Time) on [•], 2022 (the "Sale Objection Deadline")**.

11. Each Counterparty shall have until the earlier to occur of (x) 5:00 p.m. (prevailing Eastern time) on the date that is fourteen (14) days after the filing and service by the Debtors to the Counterparty of the Cure Notice or the Previously Omitted Contract Notice (as applicable), 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 Cure Amounts, 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.

12. Each Counterparty may raise objections as to adequate assurance of future performance or on the basis of the identity of the Successful Bidder until the earlier to occur of (x) 5:00 p.m. (prevailing Eastern time) on the date that is fourteen (14) days after the filing and service by the Debtors to the Counterparty of a notice identifying the applicable Successful Bidder, which, for the avoidance of doubt, may be provided with the Cure Notice or the Previously Omitted Contract Notice or at any time thereafter with respect to the Stalking Horse Bidders, and (y) the Sale Hearing (the "Buyer Specific Objection Deadline"). Any such objection must be filed and served on the Objection Notice Parties, 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.

13. Unless the Counterparty to any Contract timely files an objection to its Cure Amount or to the assumption and assignment of its Contract and timely serves a copy of such objection upon the Objection Notice Parties in accordance with this Order, such Counterparty shall forever be barred and estopped from objecting (a) to the Cure Amount as the amount to cure all defaults to satisfy section 365 of the Bankruptcy Code and from asserting that any additional amounts are due or defaults exist, (b) that any conditions to assumption and assignment must be satisfied under such Contract before it can be assumed and assigned or that any required consent to assignment has not been given, or (c) that the Successful Bidder has not provided adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code.

14. The inclusion of a Contract or other agreement on the Cure Notice shall not constitute or be deemed a determination or admission by the Debtors and their estates or any other party in interest that such Contract or other agreement is, in fact, an executory contract or

unexpired lease within the meaning of the Bankruptcy Code, and any and all rights of the Debtors and their estates with respect thereto are hereby reserved.

15. Promptly following the Debtors' selection of the Successful Bid(s) (as defined in the Bidding Procedures) and the conclusion of the Auction, the Debtors shall announce the Successful Bid(s), Successful Bidders(s), the Backup Bids, and the Backup Bidders (each as defined in the Bidding Procedures) and shall file with the Bankruptcy Court a notice of the Successful Bid(s) and Successful Bidders(s). If a Counterparty does not timely object to: (a) the Cure Amount for its Contracts; (b) the ability of the Successful Bidders(s) (including the Stalking Horse Bidder(s) or such other Successful Bidders(s)) to provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code; or (c) any other matter pertaining to assumption or assignment, then the Cure Amounts owed to such Counterparty shall be paid as soon as reasonably practicable after the effective date of the assumption and assignment of such Contract or as the Counterparty and Successful Bidder may otherwise agree.

16. In the event of a timely filed objection by a Counterparty regarding: (a) any Cure Amount with respect to any of the Contracts, the Cure Amounts owed to such Counterparty shall be paid as soon as reasonably practicable after the later of (i) the effective date of the assumption and assignment of such Contract, and (ii) the entry of a final order that resolves the dispute and approves the assumption and assignment of such Contract. If any objections to the amount of Cure Amounts remain unresolved as of the date of the Closing of the Sale of any Asset Category, the Debtors may (but are not required to) deposit the disputed amount of Cure Amounts relating to such Asset Category in a segregated account pending resolution of such objections.

Auction and Sale Hearing

17. The Debtors are authorized to conduct the Auction as set forth in the Bidding Procedures.

18. The Debtors are authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

19. Each bidder participating at the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale.

20. No entity, other than the Stalking Horse Bidders, shall be entitled to any expense reimbursement, break-up fee, "topping," termination, contribution, or other similar fee or payment.

21. **The Bid Deadline is January 11, 2022 at 5:00 p.m. (Prevailing Eastern Time). The Auction shall commence on January 13, 2022 at 10:00 a.m. (Prevailing Eastern Time). The Sale Hearing will be conducted on January 18, 2022 at 10:00 a.m. (Prevailing Eastern Time)**. The Debtors may seek the entry of an order of this Court at the Sale Hearing approving and authorizing the Sale to the Stalking Horse Bidders or, if there is an Auction, the highest or otherwise best offer(s) at the Auction, as applicable, on terms and conditions consistent with the applicable purchase agreement. The Sale Hearing may be adjourned or rescheduled without notice other than a notice filed with the Court or by an announcement of the adjourned date at the Sale Hearing.

Approval of Bid Protections

22. The Break-Up Fees are approved in the amount of:

a. $900,000 for the Canadian Assets; and

b. $210,000 for the U.S. Marketing Authorizations.

The Break-Up Fees shall be paid pursuant to the terms of the Stalking Horse Agreements.

23. The Expense Reimbursements are approved in the amount of:

a. $500,000 for the Canadian Assets; and

b. $120,000 for the U.S. Marketing Authorizations.

The Expense Reimbursements shall be paid pursuant to the terms of the Stalking Horse Agreements.

24. The Bid Protections are approved in the aggregate amount of $810,000 for the Facility. The Bid Protections shall be paid pursuant to the terms of the Facility Stalking Horse Agreements.

25. The obligation of the Debtors to pay the Expense Reimbursement and Break-Up Fees: (i) shall be entitled to administrative expense status under sections 503(b) and 507(a)(2) of the Bankruptcy Code, *provided, however*, that, for the avoidance of doubt, such claims shall be junior to the DIP Superpriority Claims and Adequate Protection Superpriority Claims (each as defined in the Final DIP Order (defined below)); *provided further* that the Break-Up Fee and Expense Reimbursement shall be payable directly out of the proceeds of, and as a precondition to an Alternative Transaction;[4] (ii) shall survive the termination of the applicable Stalking Horse Agreement; and (iii) shall be payable in accordance with the terms set forth in the Stalking Horse Agreements.

26. The Debtors' obligations under this Order, the provisions of this Order and the portions of the Stalking Horse Agreements pertaining to the Bidding Procedures, including Expense Reimbursement and Break-Up Fees shall survive conversion of these Chapter 11 cases to cases under Chapter 7 of the Bankruptcy Code, confirmation of any plan of reorganization or liquidation, or discharge of claims thereunder and shall be binding upon the Debtors, any Chapter 7 trustee, the reorganized or reconstituted debtors, as the case may be, after the effective

[4] An "Alternative Transaction" is defined as the first to occur of (a) the closing of a Successful Bid(s) or Backup Bid(s) for the Assets to be sold pursuant to the applicable Stalking Horse Agreement to a buyer other than the applicable Stalking Horse Bidder or (b) any liquidation, restructuring, or reorganization involving the Assets to be sold pursuant to the applicable Stalking Horse Agreement to a buyer other than the applicable Stalking Horse Bidder pursuant to a plan of reorganization or liquidation confirmed by a United States bankruptcy court.

date of a confirmed plan or plans in the Debtors' cases (including any order entered after any conversion of the cases of the Debtors to cases under Chapter 7 of the Bankruptcy Code).

Miscellaneous Provisions

27. Notwithstanding anything to the contrary in the Motion, this Order, or the Bidding Procedures, except as expressly provided in paragraph 16 of the Bidding Procedures, nothing in this Order is intended to, or shall be deemed to, modify, waive or impair any of the provisions of the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Liens and Superpriority Administrative Expense Claims, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 174] (the "Final DIP Order") and the DIP Documents (as defined in the Final DIP Order), or the rights of the Debtors, the DIP Parties and the Prepetition Secured Parties (as defined in the Final DIP Order) or any other party in interest thereunder.

28. Notwithstanding anything to the contrary in the Motion, this Order, or the Bidding Procedures, the rights of the DIP Agents and the Prepetition Agents (as defined in the Final DIP Order) pursuant to section 363(k) to credit bid any portion of the DIP Obligations or the Prepetition Secured Obligations with respect to any assets on which they hold liens are expressly reserved; *provided* that in the event of a credit bid, such credit bid shall contain a cash component sufficient to pay any Break-Up Fee(s) and/or Expense Reimbursement(s) actually required to be paid by the Debtors with respect to the assets subject to such credit bid, which cash component shall be used solely to pay such Break-Up Fee(s) and Expense Reimbursement(s) subject to the terms provided in any applicable Stalking Horse Agreement(s) related to such assets.

29. Subject to paragraph 25 hereof, except as expressly provided in paragraph 12 of the Bidding Procedures with respect to payment of the Bid Protections, all proceeds generated from the sale of any Assets shall be paid to the DIP Agents upon the closing of such sale for permanent application against the DIP Obligations in accordance with the terms and conditions of the Final DIP Order and the DIP Documents, until such time as all DIP Obligations have been paid in full in cash in accordance with the terms and conditions of the DIP Documents and the Final DIP Order, as applicable.

30. Notice of the Motion as provided therein shall be deemed good and sufficient notice, and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice or otherwise deemed waived.

31. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

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

34. Attached hereto as Schedule A is a summary of the key dates established by this Order.

35. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT E

SCHEDULE A

DATE	DEADLINE/EVENT
December [__], 2021	Deadline to File and Serve (i) Sale Notice and (ii) Cure Notice
December [__], 2021	Deadline to Publish Publication Notice
December [__], 2021	Contract Objection Deadline
January [__], 2022	Sale Objection Deadline
January 11, 2022	Bid Deadline
January 13, 2022 at 10:00 a.m. (ET)	Auction
January [__], 2022	Debtors' Deadline to Reply to Sale Objections
January [__], 2022	Deadline to File Proposed Form of Sale Order
January 18, 2022 at 10:00 a.m. (ET)	Sale Hearing
January 31, 2022	Sale Closing

EXHIBIT E

ANNEX 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TELIGENT, INC., *et al.*,[1]	Case No. 21-11332 (BLS)
Debtors.	(Jointly Administered)

BIDDING PROCEDURES FOR THE SALE OF THE DEBTORS' ASSETS

On [•], 2021, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bidding Procedures in Connection with Sale of Assets of the Debtors, (II) Approving Form and Manner of Notice, (III) Scheduling Auction and Sale Hearing, (IV) Authorizing Procedures Governing Assumption and Assignment of Certain Contracts and Unexpired Leases, and (V) Granting Related Relief* [Docket No. •] (the "Bidding Procedures Order"),[2] by which the Court approved the following procedures (the "Bidding Procedures"). These Bidding Procedures set forth the process by which the Debtors are authorized to conduct an auction (the "Auction") for the sale (the "Sale") of substantially all of the Debtors' assets (collectively, the "Assets").

Subject to the terms of these Bidding Procedures, interested parties may bid on the Assets (i) in individual lots, (ii) as a collective whole, or (iii) in any combination. Set forth below are certain categories of specific Assets that comprise, together with all other Assets related to each, the Assets that are subject to sale in accordance with these Bidding Procedures (collectively, the "Asset Categories"; however, for the avoidance of doubt, bidders may submit bids for any Asset(s) or combination of thereof):

A. The Debtors' Buena, New Jersey facility and certain specific service and maintenance agreements and other related assets (the "Facility");

B. The Canadian business Assets (the "Canadian Assets"); and

C. The New Drug Applications and Abbreviated New Drug Applications (the "U.S. Marketing Authorizations").

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Teligent, Inc. (5758); Igen, Inc. (7443); Teligent Pharma, Inc. (1639); and TELIP, LLC (8395). The Debtors' corporate headquarters is located at 33 Wood Ave, 7th Floor, Iselin, NJ 08830.

[2] All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order or the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Liens and Superpriority Administrative Expense Claims, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 174] (the "Final DIP Order"), as applicable.

1. Submissions to the Debtors.

All submissions to the Debtors required to be made under these Bidding Procedures must be directed to each of the following persons unless otherwise provided (collectively, the "Notice Parties"):

A. **Debtors.** Teligent, Inc., c/o Portage Point Partners LLC, 300 North LaSalle Drive, #1420, Chicago, Illinois 60654, Attn: Vladimir Kasparov (vkasparov@pppllc.com).

B. **Debtors' Counsel.** Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Michael R. Nestor, Esq. (mnestor@ycst.com) and Matthew B. Lunn, Esq. (mlunn@ycst.com)), and K&L Gates LLP, 599 Lexington Avenue, New York, NY 10021 (Attn: Whitney J. Smith, Esq. (whitney.smith@klgates.com) and James A. Wright III, Esq. (james.wright@klgates.com)).

C. **Debtors' Investment Bankers.** Raymond James & Associates, Inc., 320 Park Avenue, New York, NY 10022, Attn: Geoffrey Richards (Geoffrey.Richards@RaymondJames.com).

D. **Co-counsel for the Senior DIP Parties and the Prepetition First Lien Parties.** Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071 (Attn: Ted A. Dillman, Esq. (ted.dillman@lw.com), Jason R. Bosworth, Esq. (jason.bosworth@lw.com), and Asif Attarwala (asif.attarwala@lw.com).

E. **Co-counsel for the DIP Junior Term Loan Parties and the Prepetition Second Lien Parties**. Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 (Attn: Frederick F. Eisenbiegler, Esq. (frederick.eisenbiegler@morganlewis.com) and Jennifer Feldsher, Esq. (jennifer.feldsher@morganlewis.com)).

F. **Local Counsel for the DIP Parties and the Prepetition Secured Parties.** Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, DE 19899 (Attn: Robert J. Dehney, Esq. (rdehney@morrisnichols.com)).

G. **Proposed counsel to the Committee**. Jenner & Block LLP, 353 N. Clark Street, Chicago, IL 60654 (Attn: Catherine L. Steege (csteege@jenner.com)) and Saul Ewing Arnstein & Lehr LLP, 1201 North Market Street, Suite 2300, Wilmington, DE 19801 (Attn: Monique Bair DiSabatino (monique.disabatino@saul.com)).

2. Potential Bidders.

To participate in the bidding process or otherwise be considered for any purpose under these Bidding Procedures, a person or entity (other than any Stalking Horse Bidder, DIP Agent, or

Prepetition Agent) interested in consummating a Sale (a "Potential Bidder") must deliver or have previously delivered:

(i) an executed confidentiality agreement on terms acceptable to the Debtors (a "Confidentiality Agreement"), to the extent not already executed; and

(ii) information demonstrating (in the Debtors' reasonable business judgment) that the Potential Bidder has the financial capability to consummate the applicable Sale, including, but not limited to, the most current audited and latest unaudited financial statements (the "Financials") of the Potential Bidder (or such other form of financial disclosure acceptable to the Debtors in their discretion) (or, if the Potential Bidder is an entity formed for the purpose of acquiring the Assets, (x) Financials of the equity holder(s) of the Potential Bidder or such other form of financial disclosure as is acceptable to the Debtors, in consultation with: (a) the DIP Parties, (b) the Prepetition Secured Parties and (c) the advisors to the Committee (collectively, the "Consultation Parties"), and (y) a written funding commitment acceptable to the Debtors and their advisors, in consultation with the Consultation Parties, of the equity holder(s) of the Potential Bidder to be responsible for the Potential Bidder's obligations in connection with the applicable Sale).

3. Stalking Horse Bidders.

The Debtors, with the consent of the DIP Parties, have entered into (in each case, as more fully described in the applicable Stalking Horse Agreement):

- a purchase agreement (the "Facility Stalking Horse Agreement") with Leiters, Inc. ("Leiters"), whereby Leiters will serve as a stalking horse bidder for the Facility;

- a purchase agreement (the "Canadian Assets Stalking Horse Agreement") with SteriMax Inc. ("SteriMax"), whereby SteriMax will serve as a stalking horse bidder for the Canadian Assets; and

- a purchase agreement (the "U.S. Marketing Authorizations Stalking Horse Agreement") with PAI Holdings, LLC ("PAI"), whereby PAI (collectively with Leiters and SteriMax, the "Stalking Horse Bidders") will serve as a stalking horse bidder for the U.S. Marketing Authorizations.

4. Qualified Bidders.

(a) A "Qualified Bidder" is a Potential Bidder whose Financials, or the Financials of its equity holder(s), as applicable, demonstrate the financial capability to consummate the applicable Sale and whose Bid is a Qualified Bid (as defined below), that the Debtors, in consultation with the Consultation Parties, determine should be considered a Qualified Bidder. Within one business day after the Bid Deadline, the Debtors' advisors will notify each Potential Bidder in writing whether such Potential Bidder is a Qualified Bidder. Promptly upon qualifying a Bid, the Debtors' advisors shall provide to the Qualified Bidders for such Asset Category copies

of all Qualified Bids with respect to such Asset Category. Each Stalking Horse Bidder shall be deemed a Qualified Bidder at all times and for all purposes with respect to the Asset Category to which its Bid (each, a "Stalking Horse Bid") relates, and notwithstanding anything in these Bidding Procedures, each Stalking Horse Bid shall be deemed a Qualified Bid for all purposes. In addition, the DIP Agents and the Prepetition Agents shall also be considered Qualified Bidders and their bids (including any credit bids at the Auction) considered Qualified Bids without compliance with the Bid Requirements.

(b) The Debtors 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 Qualified Bidder and the Debtors' basis for such determination. If any Potential Bidder is determined by the Debtors, in consultation with Consultation Parties, not to be a Qualified Bidder, the Debtors will refund such Qualified Bidder's Deposit and all accumulated interest thereon on or within five (5) business days after the Bid Deadline.

(c) Between the date that the Debtors notify a Potential Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Except as otherwise set forth in an applicable Stalking Horse Agreement, without the written consent of the Debtors (with the consent of the DIP Parties and in consultation with the Committee), a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; *provided that* any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

5. Due Diligence.

Potential Bidders shall be eligible to receive due diligence information and access to the Debtors' electronic data room and to additional non-public information regarding the Debtors. In addition, the Debtors will provide to Potential Bidders reasonable due diligence information, as requested by such Potential Bidders in writing, as soon as reasonably practicable after such request, and the Debtors shall post all written due diligence provided to any Potential Bidder to the Debtors' electronic data room. For all Potential Bidders other than the Stalking Horse Bidders, the due diligence period will end on the Bid Deadline, and subsequent to the expiration of the due diligence period, the Debtors shall have no obligation to furnish any due diligence information. Each Stalking Horse Bidder's due diligence period with respect to its Stalking Horse Bid has expired or will expire in accordance with the applicable Stalking Horse Agreement; *provided, however*, that each Stalking Horse Bidder shall retain access to the Debtors' electronic data room and shall receive all other due diligence information provided to any Potential Bidders on the same terms and timing that such electronic data room access and due diligence information are made available to other Potential Bidders.

The Debtors shall not furnish any confidential information relating to the Assets, liabilities of the Debtors, or a Sale to any person except to a Potential Bidder or to such Potential Bidder's duly authorized representatives to the extent expressly permitted by the applicable Confidentiality Agreement. The Debtors and their advisors shall coordinate all reasonable requests from Potential

Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Potential Bidders who, at such time and in the Debtors' reasonable business judgment after consultation with the Consultation Parties, have not established, or who have raised doubt, that such Potential Bidder intends in good faith to, or has the capacity to, consummate the applicable Sale.

The Debtors also reserve the right, subject to the terms of any Stalking Horse Agreement and after consultation with the Consultation Parties, to withhold any diligence materials that the Debtors determine are sensitive after notifying the Potential Bidder requesting such materials of such determination. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Potential Bidder in accordance with these Bidding Procedures.

All due diligence requests must be directed to Raymond James & Associates, Inc., 320 Park Avenue, New York, NY 10022, Attention: Geoffrey Richards (Geoffrey.Richards@RaymondJames.com, 212-885-1885).

(a) Communications with Potential Bidders.

Notwithstanding anything to the contrary in these Bidding Procedures, all direct communications between and amongst Potential Bidders regarding the Debtors or their Assets shall involve the Debtors and the Debtors' advisors. No Potential Bidder shall communicate with any other Potential Bidder absent prior written consent from the Debtors.

(b) Due Diligence from Potential Bidders.

Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors regarding the ability of the Potential Bidder to consummate the applicable Sale. Failure by a Potential Bidder to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine, in consultation with the Consultation Parties, that such bidder is no longer a Potential Bidder or that a bid made by such Potential Bidder is not a Qualified Bid.

The Debtors and each of their respective advisors and representatives shall be obligated to maintain in confidence any such confidential information in accordance with any applicable confidentiality agreement, except as otherwise set forth in these Bidding Procedures or with the prior written consent of such bidder. Each recipient of confidential information agrees to use, and to instruct their advisors and representatives to use, such confidential information only in connection with the evaluation of Bids during the bidding process or in accordance with the terms of any applicable confidentiality agreement.

6. Bid Requirements.

A proposal, solicitation, or offer (each, a "Bid") by a Qualified Bidder that is submitted in writing and satisfies each of the following requirements (the "Bid Requirements") as determined by the Debtors, in consultation with the Consultation Parties, shall constitute a "Qualified Bid"). Each Stalking Horse Bid will be deemed a Qualified Bid for all purposes.

(a) Identification of Bidder. Each Bid must fully disclose the following: (i) the legal identity of each person or entity bidding for the applicable Assets and/or otherwise sponsoring, financing (including through the issuance of debt in connection with such Bid) or participating in (including through license or similar arrangement with respect to the Assets to be acquired in connection with such Bid) the Auction in connection with such Bid and the complete terms of any such participation; and (ii) any past or present connections or agreements with the Debtors or their non-Debtor affiliates, any Stalking Horse Bidder(s), any other known Potential Bidder or Qualified Bidder, the DIP Lenders, or any officer or director of any of the foregoing (including any current or former officer or director of the Debtors or their non-Debtor affiliates).

(b) Assets. Each Bid must clearly state which Assets (including any executory contracts and unexpired leases) and liabilities of the Debtors the Qualified Bidders are agreeing to purchase and assume. For the avoidance of doubt, a Bid may be on the Assets in either (i) individual lots, (ii) as a collective whole, or (iii) in any combination.

(c) Purchase Price. Each Bid must clearly set forth the cash purchase price to be paid for the applicable Asset Category (the "Purchase Price"), *provided*, *however,* that the DIP Agents and the Prepetition Agents shall be entitled to credit bid any portion of their outstanding secured obligations pursuant to section 363(k) of the Bankruptcy Code with respect to any assets on which they hold liens in accordance with Section 7 hereof. Each Bid must also specify how the Purchase Price is allocated among the Assets within the applicable Asset Category and, if the Bid is for Assets in more than one Asset Category, how the Purchase Price is allocated among the applicable Asset Categories.

(d) Minimum Bid.

The Minimum Bid for each Asset Category is below:

- $ 28,060,000 in cash for the Facility
- $ 31,650,000 in cash for the Canadian Assets
- $ 7,580,000 in cash for the U.S. Marketing Authorizations.

(e) Deposit. Each Bid must be accompanied by a cash deposit in the amount equal to 10% of the Purchase Price of the Bid, to be held in a segregated account to be identified and established by the Debtors (the "Deposit"). Except with respect to a Stalking Horse Bid, the Debtors reserve the right to increase the Deposit requirement.

(f) Assumption of Obligations. Each Bid must identify the obligations contemplated to be assumed by such Bid, and be on terms in the aggregate (together with the other consideration contemplated in such Bid) no less favorable to the Debtors than the applicable Stalking Horse Agreement (if any), as determined in the Debtors' business judgment, and after consultation with the Consultation Parties. Other than the obligations to be assumed, the Assets shall be sold free and clear of all liens, claims, interests, and encumbrances (collectively, the "Encumbrances"), and any Encumbrances shall attach to the net proceeds of the Sales after payment of any applicable Bid Protections.

(g) The Same or Better Terms. In addition to meeting or exceeding the applicable Minimum Bid, each Bid must be on terms that are no less favorable in the aggregate (together with the other consideration contemplated in such Bid), in the Debtors' business judgment and after consultation with the Consultation Parties, than the terms of the applicable Stalking Horse Agreement. Each Bid must include duly executed, non-contingent transaction documents necessary to effectuate the transactions contemplated in the Bid and shall include a schedule of assumed contracts to the extent applicable to the Bid. Each Bid should be based on the form of the applicable Stalking Horse Agreement and must include a copy of the applicable Stalking Horse Agreement clearly marked to show all changes requested by the Qualified Bidder, including those relating to the respective Purchase Price and assets to be acquired by such Qualified Bidder, as well as all other material documents integral to such bid, including a form of sale order marked against the applicable sale order (collectively, the "Qualified Bid Documents").

(h) Committed Financing / Adequate Assurance Information. To the extent that a Bid is not accompanied by evidence of the Qualified Bidder's capacity to consummate the Sale set forth in its Bid with cash on hand, each Bid must include committed financing documents to the satisfaction of the Debtors (in consultation with the Consultation Parties) that demonstrate that the Qualified Bidder has: (i) received sufficient debt and/or equity funding commitments to satisfy the Qualified Bidder's Purchase Price and other obligations under its Bid; and (ii) adequate working capital financing or resources to finance going concern operations for the Assets and the proposed transactions. Such funding commitments or other financing must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have only those covenants and conditions acceptable to the Debtors, in consultation with the Consultation Parties. In addition to evidence of financial wherewithal to timely consummate the transaction, a Bid must include adequate assurance information with respect to any executory contracts or unexpired leases included or that may be included in the Bid in a form that allows the Debtors to serve, within one (1) business day after such receipt, such information on any counterparties to any contracts or leases being assumed and assigned in connection with the Sale that have requested, in writing, such information.

(i) Contingencies; No Financing or Diligence Outs. A Bid shall not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy at the closing of specified representations and warranties or the satisfaction at the closing of specified conditions, which shall not be more burdensome, in the Debtors' business judgment, and after consultation with the Consultation Parties, than those set forth in the applicable Stalking Horse Agreement (if any).

(j) Demonstrated Financial Capacity. A Qualified Bidder must have, in the Debtors' business judgment (in consultation with the Consultation Parties) the necessary financial capacity to consummate the proposed transactions required by its Bid (including, if necessary, to obtain transfer of any of the Debtors' permits and to obtain any necessary surety bonds or other financial assurances) and provide adequate assurance of future performance under all contracts proposed to be assumed by such Bid.

(k) Time Frame for Closing. Closing of the Sale as to any Asset related to a Bid by a Qualified Bidder (a "Closing") must be reasonably likely (based on availability of financing,

antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, on or before January 31, 2022.

(l) Binding and Irrevocable. Except as provided herein, a Qualified Bidder's Bid for a particular Asset Category shall be irrevocable unless and until the Debtors (in consultation with the Consultation Parties) accept a higher Bid for such Asset Category and such Qualified Bidder is not selected as the Backup Bidder for such Asset Category. If selected as Backup Bidder, such Bid shall be irrevocable until the Closing of a Successful Bid for such Asset Category.

(m) Expenses; Disclaimer of Fees. Each Bid (other than a Stalking Horse Bid) must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. For the avoidance of doubt, no Qualified Bidder (other than the Stalking Horse Bidders) will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.

(n) Authorization. Each Bid must contain evidence that the Qualified Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors and the DIP Lenders) with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid.

(o) As-Is, Where-Is. Each Bid must include a written acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its 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 information provided in connection therewith or the Auction, except as expressly stated in the Bidder's Bid or accompanying asset purchase agreement.

(p) Adherence to Bid Procedures. By submitting its Bid, each Qualified Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.

(q) Regulatory Approvals and Covenants. A Bid must set forth each regulatory and third-party approval required for the Qualified Bidder to consummate the applicable Sale, if any, and the time period within which the Qualified 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 thirty (30) days following execution and delivery of the asset purchase agreement, those actions the Qualified Bidder will take to ensure receipt of such approvals as promptly as possible) and any undertakings that will be required by the Debtors in connection with such regulatory and third party approvals.

(r) Consent to Jurisdiction. The Qualified Bidder must submit to the jurisdiction of and entry of final orders by the Court and waive any right to a jury trial in connection with any disputes relating to Debtors' qualification of bids, the Auction, the construction and enforcement of these Bidding Procedures, the transaction documents related to the Sale, and the Closing, as applicable.

(s) Bid Deadline. Each Bid must be transmitted via email (in .pdf or similar format) so as to be actually received on or before 5:00 p.m. (prevailing Eastern Time) on January 11, 2022 (the "Bid Deadline") by the Notice Parties.

7. Right to Credit Bid.

For purposes hereof, should the DIP Parties or the Prepetition Secured Parties submit a credit bid for all or a portion of the DIP Obligations or Prepetition Secured Obligations, the applicable DIP Parties and Prepetition Secured Parties shall be deemed to be a Qualified Bidder, and any such credit bid shall be considered a Qualified Bid and may be submitted at any time prior to or at the Auction, *provided*, that, (a) in the case of a credit bid by the DIP Parties or Prepetition Secured Parties, the DIP Parties or Prepetition Secured Parties, as applicable, shall have provided the Debtors with copies of any direction to authorize the submission of such credit bid without otherwise satisfying the requirements of a Qualified Bid, and (b) notwithstanding anything to the contrary in these Bidding Procedures, from and after the submission of such credit bid, the Debtors shall not be required to consult with the applicable DIP Parties or Prepetition Secured Parties submitting such credit bid or obtain the consent of the applicable DIP Parties or Prepetition Secured Parties in connection with the sale of the Assets subject to such credit bid unless and until such credit bid is withdrawn in writing by the DIP Parties or Prepetition Secured Parties, as applicable. The DIP Lenders shall not be entitled to any Bid Protections (as defined in these Bidding Procedures). Credit bids, if any, by the DIP Lenders will not impair or otherwise affect the Stalking Horse Bidders' entitlement to the Bid Protections granted under the Bidding Procedures Order and any credit bid shall contain a cash component sufficient to pay the Bid Protections actually required to be paid by the Debtors with respect to the assets subject to such credit bid in full, which cash component shall be used solely to pay the Bid Protections subject to the terms provided in the applicable Stalking Horse Agreements related to such Assets.

8. Auction.

If the Debtors receive a Qualified Bid for a given Asset Category, other than the Stalking Horse Bid for such Asset Category, if any, the Debtors will conduct the Auction to determine the Successful Bidder with respect to such Asset Category. If the Debtors do not receive a Qualified Bid for a given Asset Category (other than the Stalking Horse Bid for such Asset Category, if applicable), the Debtors will not conduct the Auction as to such Asset Category and shall designate the Stalking Horse Bidder's Bid for such Asset Category, if any, as the Successful Bid for such Asset Category. For the avoidance of doubt, if no Qualified Bid is submitted with respect to a given Asset, the DIP Parties and Prepetition Secured Parties shall be permitted to submit a credit bid to acquire such Asset at the Auction provided they hold liens on such Asset.

No later than one (1) calendar day after the Bid Deadline, the Debtors will notify each Qualified Bidder of the highest or otherwise best Qualified Bid for the Asset Category for which

such Qualified Bidder submitted a Bid, as determined in the Debtors' reasonable business judgment, in consultation with the Consultation Parties (the "Baseline Bid"), and provide copies of the applicable Qualified Bid Documents supporting the applicable Baseline Bid to each Qualified Bidder. The Debtors shall consult with the Consultation Parties and the Stalking Horse Bidder as to how the Debtors are valuing the Bids made by Qualified Bidders during the Auction.

The Auction shall take place at the offices of Raymond James & Associates, Inc., 320 Park Avenue, New York, NY 10022 on January 13, 2022 at 10:00 a.m. (prevailing Eastern Time), or such later date and time as selected by the Debtors, with the consent of the DIP Parties and in consultation with the Committee. The Debtors shall file a notice of the date and time for the Auction no later than 5:00 p.m. (prevailing Eastern time) on [•]. For the avoidance of doubt, so long as the Stalking Horse Bidder has executed the stalking horse agreement, paid its deposit, and not breached the Stalking Horse Agreement as of the date of the Auction, the Stalking Horse Bidder is deemed to have participated in the Auction for all purposes, whether or not the Stalking Horse Bidder makes a bid at the Auction. The Auction shall be conducted in a timely fashion according to the following procedures:

(a) The Debtors Shall Conduct the Auction.

The Debtors and their advisors shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid for each Asset Category. All incremental Bids made thereafter for a given Asset Category shall be Overbids (defined below) for such Asset Category and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Bids on such Asset Category. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid, all applicable Overbids, and the Successful Bid.

Only the Debtors, the Qualified Bidders, the DIP Parties, the Prepetition Secured Parties, members of the Committee, and each such parties' respective legal and financial advisors shall be entitled to attend the Auction, along with any other creditor, and any other party the Debtors deem appropriate (provided, however, that any party other than the Qualified Bidders, the DIP Parties, the Prepetition Secured Parties, members of the Committee, and each such parties' respective legal and financial advisors shall be required to provide notice to the Debtors at least five (5) days prior to the auction by sending an email to Michelle Smith, paralegal for counsel to the Debtors, at msmith@ycst.com; the Debtors will provide copies of any such notices to the Qualified Bidders, the DIP Parties, the Prepetition Secured Parties, members of the Committee, and each such parties' respective legal and financial advisors within two (2) days of receipt). The Qualified Bidders shall appear at the Auction in person and may speak or bid themselves or through duly authorized representatives. Only Qualified Bidders shall be entitled to bid at the Auction.

(b) Terms of Overbids.

"Overbid" means any bid made at the Auction by a Qualified Bidder subsequent to the Debtors' announcement of the Baseline Bid and accepted by the Debtors, in consultation with the Consultation Parties, as a higher or otherwise better bid. Each applicable Overbid must comply with the following conditions:

(i) **Minimum Overbid Increment.** The initial Overbid for a given Asset Category, if any, shall provide for total consideration to the Debtors with a value that exceeds the value of the consideration under the Baseline Bid for such Asset Category, giving effect to the credit for the Bid Protections for any Stalking Horse Bid that is a Baseline Bid (as described below), by an incremental amount that is not less than:

- $250,000 for the Facility;
- $250,000 for the Canadian Assets;
- $250,000 for the U.S. Marketing Authorizations

(each, a "Minimum Overbid Increment"), with any Overbid for multiple Asset Categories incorporating an aggregate incremental amount equal to the sum of each applicable Minimum Overbid Increment; (such initial Overbid, the "Initial Minimum Overbid"); and each successive applicable Overbid for a given Asset Category shall exceed the then-existing Overbid for such Asset Category by an incremental amount that is not less than the Minimum Overbid Increment, with any Overbid for multiple Asset Categories incorporating an aggregate incremental amount equal to the sum of each applicable Minimum Overbid Increment. Except as otherwise provided in any Stalking Horse Agreement, the Debtors reserve the right, after consultation with the Consultation Parties and the applicable Stalking Horse Bidder, to announce reductions in the Minimum Overbid Increment for a given Asset Category at any time during the Auction, other than with respect to the Initial Minimum Overbid. For the avoidance of doubt, if any Overbid is made as to any Asset Category for which there is a Stalking Horse Agreement, the Stalking Horse Bidder shall be entitled to a dollar-for-dollar credit against the Initial Minimum Overbid equal to the amount of the Stalking Horse Bidder's Bid Protections pursuant to the applicable Stalking Horse Agreement to take into account that, if the Stalking Horse Bidder is the Successful Bidder (as defined below), no payment of the Stalking Horse Bidder's Bid Protections will be required. Conversely, if a Bidder other than the Stalking Horse Bidder is the Successful Bidder as to any Asset Category subject to a Stalking Horse Agreement, the net proceeds available to the Debtors for any such Asset Category will be reduced by the amount of the Bid Protections of the applicable Stalking Horse Bidder under the applicable Stalking Horse Agreement.

(ii) **Conclusion of Each Overbid Round.** Upon the solicitation of each round of applicable Overbids, the Debtors, with the consent of the DIP Parties, may announce a deadline (as the Debtors, with the consent of the DIP Parties, may extend from time to time, the "Overbid Round Deadline") by which time any Overbids must be submitted to the Debtors.

(iii) **Overbid Alterations.** An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors' estates than any prior Bid or Overbid, as determined in the Debtors' reasonable business judgment, but shall otherwise comply with the terms of these Bidding Procedures.

(c) Closing the Auction.

(i) The Auction shall continue until there is only one Bid for each Asset Category that the Debtors determine, in their reasonable business judgment, in consultation with the Consultation Parties, to be the highest or otherwise best Bid for such Asset Category. Such Bid shall be declared the "Successful Bid," for such Asset Category and such Qualified Bidder, the "Successful Bidder" for such Asset Category at which point the Auction will be closed as to that Asset Category. Such acceptance by the Debtors of the Successful Bid is conditioned upon approval by the Court of the Successful Bid. Absent consent from the DIP Parties, the combined consideration for all Successful Bids must, at a minimum, be sufficient to satisfy all of the DIP Obligations in full, in cash; provided that such requirement shall not apply to Successful Bids by a Stalking Horse Bidder which are on terms no less favorable to the Debtors than such party's Stalking Horse Bid.

(ii) The Debtors shall have no obligation to consider any Bids or Overbids submitted after the conclusion of the Auction, and any such Bids or Overbids shall be deemed untimely and shall not constitute a Qualified Bid unless the Debtors, in consultation with the DIP Parties, permit such Bid or Overbid.

(iii) As soon as reasonably practicable after closing the Auction, the Debtors shall cause the Qualified Bid Documents for each Successful Bid and Backup Bid to be filed with the Court.

(d) No Collusion; Good-Faith *Bona Fide* Offer.

Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the bidding; and (ii) its Bid is a good-faith *bona fide* offer and it intends to consummate the proposed transaction on the terms of its Qualified Bid if selected as the Successful Bidder.

9. Backup Bidder.

(a) Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction is conducted for a given Asset Category, the Qualified Bidder with the next-highest or otherwise second-best Bid at the Auction for such Asset Category, as determined by the Debtors in the exercise of their reasonable business judgment, and in consultation with the Consultation Parties (the

"Backup Bid"), shall be required to serve as a backup bidder (the "Backup Bidder") for such Asset Category, and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

(b) The identity of the Backup Bidder and the amount and material terms of the Backup Bid shall be announced by the Debtors at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder. The Backup Bidder shall be required to keep its Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until the closing of the transaction with the applicable Successful Bidder or as otherwise provided in the applicable Stalking Horse Agreement. The Backup Bidder's Deposit shall be held in escrow until the closing of the transaction with the applicable Successful Bidder or as otherwise provided in the applicable Stalking Horse Agreement.

(c) If a Successful Bidder fails to consummate the approved transactions contemplated by its Successful Bid, the Debtors may, in consultation with the DIP Parties, select the applicable Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. The Debtors will be authorized, but not required, to consummate all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party. The defaulting Successful Bidder's Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all remedies available against the defaulting Successful Bidder, including specific performance, if applicable, unless otherwise provided in the Stalking Horse Agreement should the Stalking Horse Bidder be the Successful Bidder.

10. Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures in their reasonable business judgment, and in consultation with the Consultation Parties and the Stalking Horse Bidders, and upon notice to the Stalking Horse Bidders, in any manner that will best promote the goals of the bidding process, or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) cancelling the Auction; and (e) rejecting any or all bids or Bids; provided, *however*, that any changes to the dates and deadlines set forth herein shall (i) comply with any milestones contained in the Debtors' DIP financing approved by the Bankruptcy Court in these cases or (ii) be made with the consent of the DIP Parties and the Prepetition Secured Parties; *provided further*, that nothing in this Section shall limit any rights or remedies of the Stalking Horse Bidders under their respective Stalking Horse Agreements with respect to material modifications to these Bidding Procedures, the Bidding Procedures Order or the agreed form of sale order.

11. Sale Hearing.

A hearing to consider approval of each Sale of the Assets to the Successful Bidders (or to approve the Stalking Horse Agreement(s), as applicable, if no Auction is held) (the "Sale Hearing") is currently scheduled to take place at 10:00 a.m. (ET) on January 18, 2022 before the Honorable Brendan Linehan Shannon in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801.

The Sale Hearing may be continued to a later date by the Debtors, with the consent of the DIP Parties, by sending notice prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party (excluding the Stalking Horse Bidder).

At the Sale Hearing, the Debtors shall present the Successful Bids to the Court for approval.

12. Bidding Protections.

To provide an incentive and to compensate the Stalking Horse Bidders for performing the substantial due diligence and incurring the expenses necessary and entering into a Stalking Horse Agreement with the knowledge and risk that arises from participating in the sale and subsequent bidding process, the Debtors have, with the consent of the DIP Parties, agreed to pay the respective Stalking Horse Bidders, under the conditions and in the amount set forth in the Bidding Procedures Order, (a) a break-up fee in the amount of:

- $900,000 for the Canadian Assets; and
- $210,000 for the U.S. Marketing Authorizations

(each, a "Break-Up Fee"), payable pursuant to the terms of each Stalking Horse Agreement, and (b) a reasonable expense reimbursement equal to:

- up to $500,000 for the Canadian Assets; and
- up to $120,000 for the U.S. Marketing Authorizations

(each, an "Expense Reimbursement" and together with each applicable Breakup Fee, the "Bid Protections"), payable pursuant to the terms of each Stalking Horse Agreement. The Debtors have, with the consent of the DIP Parties, agreed to pay Leiters, under the conditions set forth herein and in the Facility Stalking Horse Agreement and in the amount set forth in the Bidding Procedures Order, Bid Protections in the aggregate amount of $810,000 for the Facility.

The obligation of the Debtors to pay the Expense Reimbursement and Break-Up Fees: (i) shall be entitled to administrative expense status under sections 503(b) and 507(a)(2) of the Bankruptcy Code, *provided, however*, that, for the avoidance of doubt, such claims shall be junior to the DIP Superpriority Claims and Adequate Protection Superpriority Claims (each as defined in the Final DIP Order (defined below)); *provided further* that the Break-Up Fee and Expense Reimbursement shall be payable directly out of the proceeds of, and as a precondition to an

Alternative Transaction;[3] (ii) shall survive the termination of the applicable Stalking Horse Agreement; and (iii) shall be payable in accordance with the terms set forth in the Stalking Horse Agreements.

13. Return of Deposit; Remedies.

The Deposit of the Successful Bidder shall be applied to the respective Purchase Price of such transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more interest-bearing escrow accounts on terms acceptable to the Debtors (in consultation with the Consultation Parties) and shall be returned (other than with respect to the Successful Bidder, and the Backup Bidder) on or within three business days after the Auction, including the Deposit of the Stalking Horse Bidder if it is not the Successful Bidder or Backup Bidder. Upon the return of the Deposits, their respective owners shall receive any and all interest that will have accrued thereon.

If a Successful Bidder fails to consummate a proposed transaction because of a breach by such Successful Bidder, and except as otherwise provided in the applicable Stalking Horse Agreement, the Debtors will not have any obligation to return the Deposit deposited by such Successful Bidder, which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors (except, in the case of a Stalking Horse Bidder, as otherwise provided in the Stalking Horse Agreement), and the Debtors shall be free to consummate the proposed transaction with the applicable Backup Bidder without the need for an additional hearing or order of the Court, *provided* that nothing herein shall prohibit any party from seeking an additional hearing or order of the Court.

14. Fiduciary Out.

Nothing in these Bidding Procedures shall require the board of directors, board of managers, or similar governing body of a Debtor to take any action, or to refrain from taking any action, with respect to these Bidding Procedures, to the extent such board of directors, board of managers, or such similar governing body determines, or based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law.

15. Contract Procedures.

Within three (3) business days from the entry of the Bidding Procedures Order, the Debtors shall file and serve on all counterparties (the "Counterparties") to their executory contracts and unexpired leases (the "Contracts") a notice (the "Cure Notice") of (a) the potential assumption by the Debtors and assignment to the Successful Bidder(s) of the Contracts, and (b) the proposed amount necessary, under section 365(b)(1) of the Bankruptcy Code, to cure any outstanding

[3] An "Alternative Transaction" is defined as the first to occur of (a) the closing of a Successful Bid(s) or Backup Bid(s) for the Assets to be sold pursuant to the applicable Stalking Horse Agreement to a buyer other than the applicable Stalking Horse Bidder or (b) any liquidation, restructuring, or reorganization involving the Assets to be sold pursuant to the applicable Stalking Horse Agreement to a buyer other than the applicable Stalking Horse Bidder pursuant to a plan of reorganization or liquidation confirmed by a United States bankruptcy court.

monetary defaults and compensate the Counterparties for any pecuniary losses in connection with such assumption and assignment (the "Proposed Cure Amounts").

If at any time after the issuance of the Cure Notice but prior to the Sale Hearing it is discovered that a Contract should have been listed on the Executory Contracts Schedule but was not (any such Contract, a "Previously Omitted Contract"), the Debtors shall (in consultation with the Consultation Parties), promptly following discovery thereof (but in no event later than three (3) Business Days following discovery thereof), file and serve a notice on the non-Debtor counterparty(ies) to such Previously Omitted Contract notifying such counterparties of the Debtors' intention to assume and assign such Previously Omitted Contract to the Successful Bidder, including the Proposed Cure Amounts relating thereto (the "Previously Omitted Contract Notice").

The Debtors shall provide the counterparties to contracts with non-Debtors which are being sold (the "Non-Debtor Contracts") with notice of the Bidding Procedures and the Sale Motion at the same time as the counterparties to Contracts receive the Cure Notice, and to the fullest extent permitted by law, including Orders of this Court, shall comply with, and cause their subsidiaries to comply with, applicable non-bankruptcy law to effectuate the assignment of the Non-Debtor Contracts identified in a Stalking Horse Purchase Agreement as a purchased Asset.

Each Counterparty shall have until the earlier to occur of (x) 5:00 p.m. (prevailing Eastern time) on the date that is fourteen (14) days after the filing and service by the Debtors to the Counterparty of the Cure Notice or the Previously Omitted Contract Notice (as applicable), 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 Amounts, 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. If any objections to the amount of Proposed Cure Amounts remain unresolved as of the date of the Closing of the Sale of any Asset Category, the Debtors may deposit the disputed amount of Proposed Cure Amounts relating to such Asset Category in a segregated account to hold pending resolution of such objections.

Each Counterparty may raise objections as to adequate assurance of future performance or on the basis of the identity of the Successful Bidder until the earlier to occur of (x) 5:00 p.m. (prevailing Eastern time) on the date that is fourteen (14) days after the filing and service by the Debtors to the Counterparty of a notice identifying the applicable Successful Bidder, which, for the avoidance of doubt, may be provided with the Cure Notice or the Previously Omitted Contract Notice or at any time thereafter with respect to the Stalking Horse Bidders, and (y) the Sale Hearing (the "Buyer Specific Objection Deadline"). Any such objection must be filed and served on the Debtors and their counsel, the DIP Lenders and its counsel, the Committee and its counsel and the applicable Successful Bidder or Stalking Horse Bidder (if any), as applicable, and its 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.

16. Final DIP Order.

Notwithstanding anything to the contrary contained in these Bidding Procedures or otherwise: (i) the rights of the DIP Agents and Prepetition Agents to consent to the sale of any portion of their collateral, including, without limitation, any Assets, on terms and conditions acceptable to the Agents, are hereby expressly reserved and not modified, waived or impaired in any way by these Bidding Procedures, (ii) except as expressly provided in paragraph 12 hereof with respect to payment of the Bid Protections, all proceeds generated from the sale of any Assets shall be paid to the DIP Agents upon the closing of such sale for permanent application against the DIP Obligations in accordance with the terms and conditions of the Final DIP Order and the DIP Documents, until such time as all DIP Obligations have been paid in full in cash in accordance with the terms and conditions of the DIP Documents and the Final DIP Order, as applicable; and (iii) except as expressly provided in this paragraph 16, nothing in these Bidding Procedures shall amend, modify, or impair any provision of any order with respect to the DIP financing (including, but not limited to the Final DIP Order) entered by the Bankruptcy Court in these cases, or the rights of the Debtors, the DIP Parties or the Prepetition Secured Parties thereunder; provided that, for the avoidance of doubt, the DIP Agents and Prepetition Agents have consented to the sale of the Acquired Assets (as defined in each Stalking Horse Agreement) to the corresponding Stalking Horse Bidder on the terms described in the applicable Stalking Horse Agreement as such terms may be improved in connection with the Auction, subject to the Auction and Sale procedures (including the rights under Section 7 hereunder).

SCHEDULES

TO THE

ASSET PURCHASE AGREEMENT

DATED AS OF NOVEMBER 24, 2021

BY AND BETWEEN

LEITERS, INC., AS PURCHASER,

AND

TELIGENT, INC., AS THE COMPANY,

AND

THE OTHER SELLERS NAMED THEREIN

Reference is made to the Asset Purchase Agreement (the "Agreement"), dated as of November 24, 2021, by and among Leiters, Inc., as Purchaser, Teligent, Inc., as the Company, and the other Sellers named therein. The schedules set forth herein constitute the Schedules referred to in the Agreement and shall be deemed to be part of the Agreement. All capitalized terms used but not otherwise defined in these Schedules shall have the respective meanings ascribed to such terms in the Agreement.

These Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of the Agreement; provided, however, each section of these Schedules will be deemed to incorporate by reference all information disclosed in any other section of these Schedules and each disclosure will be deemed a disclosure against any representation or warranty set forth in the Agreement, in each case, to the extent the relevance of such disclosure to such other section of these Schedules or such other representation or warranty set forth in the Agreement is reasonably apparent on the face of such disclosure. Capitalized terms used in these Schedules and not otherwise defined herein have the meanings given to them in the Agreement. The specification of any dollar amount or the inclusion of any item in these Schedules is not

intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not material or threatened, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in these Schedules in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in these Schedules is or is not material or threatened for purposes of the Agreement. In addition, matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Schedules and such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of the Agreement, in each case, solely to the extent made available to Purchaser in accordance with Section 11.3(j) of the Agreement. The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any breach or violation of, or default in, Law or any provision of any Contract.

Schedule 1.1(b)(i)
Acquired Real Property

Address	Owner
101 - 105 Lincoln Avenue, Buena Vista Township, NJ 08310	Teligent Pharma, Inc.

Schedule 1.1(b)(iv)
Assigned Contracts[1]

Service Agreements (Buena Facility)

1. Letter Agreement, dated as of April 7, 2020, between Allied Universal Security Services and Teligent, Inc.
2. Security Professional Service Agreement, dated April 13, 2020, between Universal Protection Service, LP d/b/a Allied Universal Security Services and Teligent, Inc.
3. Agreement (Account # 0092184662), dated October 13, 2021, between Teligent Pharma, Inc. and Evoqua Water Technologies, LLC.
4. Agreement (Account # 0093004641), dated October 13, 2021, between Teligent Pharma, Inc. and Evoqua Water Technologies, LLC.
5. Services Agreement, dated as of January 1, 2020, by and between Training Center Group and Teligent Inc. (and related Service Proposal for 2020-2022), for boiler room monitoring services.
6. Contract Renewal, dated September 14, 2020, by and between Rees Scientific Corporation and Teligent, Inc., for maintenance of environmental (climate control) monitoring systems.

[1] Purchaser may update this schedule in accordance with the Agreement.

Schedule 1.2(d)
Excluded Contracts

1. None.

Schedule 3.3
Conflicts; Consents

1. With regard to the New Jersey Pollutant Discharge Elimination System wastewater discharge permit, prior to change in ownership, N.J.A.C. 7:14A-16.2 is applicable.

Schedule 3.4(a)
Owned Real Property

Address	Record Title Holder
101 - 105 Lincoln Avenue, Buena Vista Township, NJ 08310	Teligent Pharma, Inc.

The Owned Real Property is subject to the following Encumbrances:

1. Utility Easements to Atlantic City Electric Company as set forth in Deed Book 2189 Page 186 and Deed Book 3694 Page 178.
2. Road Easement to Atlantic County as set forth in Deed Book 5092 Page 336.
3. Sight Easement to Atlantic County as set forth in Deed Book 5092 Page 340.
4. Declaration of Covenants and Restrictions for Drainage Structures as set forth in Deed Book 5092 Page 344.
5. Easement for Driveway and Parking Access as set forth in Deed Book 5494 Page 55.
6. Easement for Drainage Basin and Drainage Facilities as set forth in Deed Book 5494 Page 65.
7. Declaration of Covenants and Restrictions for Drainage Structures and Facilities as set forth in Deed Book 5669 Page 81.
8. Utility Easement to Atlantic City Electric Company and New Jersey Bell Telephone Company as set forth in Deed Book 5738 Page 105.
9. Sight Triangle Easements as set forth in Book 7144 CFN 2013814 and Book 7144 CFN 2013815.
10. Declaration of Cross Easements as set forth in Book 7153 CFN 2017743 and Book 7153 CFN 2017744.
11. Utility Easement to Atlantic City Electric Company and Verizon New Jersey, Inc. as set forth in Book 11963 CFN 2005023704.
12. Road Easement to Atlantic County as set forth in Book 14052 CFN 2016022320.
13. ACF FINCO I LP and Ares Capital Corporation have security interests in substantially all of the assets of the Company, including the Owned Real Property; provided, however, that all such security interests shall be removed or released pursuant to the Sale Order.

Schedule 3.4(b)
Real Property Matters

None.

Schedule 3.5
Title to Property

1. ACF FINCO I LP and Ares Capital Corporation have security interests in substantially all of the assets of the Company and its Subsidiaries and in the equity interests of the Company's Subsidiaries, provided, however, that all such security interests shall be removed or released pursuant to the Sale Order.

Schedule 3.6(a)
Material Contracts

(i)

1. Master Lease Agreement No. 9864729, dated May 5, 2016, between HYG Financial Services, Inc. and Teligent Pharma, Inc. (a copy of which has not been provided to Purchaser); and Equipment Schedule No. 9864729004, dated November 13, 2017, between HYG Financial Services, Inc. and Teligent Pharma, Inc.
2. FMV Lease Agreement, dated November 5, 2018, between Toshiba Financial Services and Teligent, Inc.
3. FMV Lease Agreement, dated February 22, 2018, between Toshiba Business Solutions and Teligent, Inc.
4. AIMS Maintenance Contract, dated February 22, 2018, between Toshiba Business Solutions and Teligent, Inc.
5. Lease with Maintenance Agreement, dated June 15, 2021, between Toshiba Financial Services and Teligent, Inc.
6. Lease Agreement, dated March 28, 2019, between Teligent Pharma, Inc. and Pitney Bowes Inc.
7. Lease Agreement, dated April 20, 2016, between Teligent Pharma, Inc. and Pitney Bowes Inc.

(ii)

1. Service Agreement, dated December 24, 2018, between Aramark Uniform Services and Teligent, Inc.
2. Standard Uniform Rental Service Agreement, dated November 20, 2017, between Cintas Corporation and Teligent, Inc.
3. Agreement between K&R Vending Services and Teligent, Inc.
4. Master Service Agreement, dated February 8, 2021, between LACOSTA, Inc. d/b/a/ LACOSTA Facility Support Services and Teligent, Inc.
5. Service Agreement, dated December 12, 2017, between Waste Management of New Jersey, Inc. and Teligent, Inc.
6. Cylinder Product Sale Agreement, dated as of January 28, 2019, between Airgas USA, LLC and Teligent, Inc.; Rider to Cylinder Product Sale Agreement, dated January 24, 2019, between Airgas USA, LLC and Teligent, Inc.
7. Letter Agreement, dated as of April 7, 2020, between Allied Universal Security Services and Teligent, Inc.

8. Security Professional Service Agreement, dated April 13, 2020, between Universal Protection Service, LP d/b/a Allied Universal Security Services and Teligent, Inc.
9. Consulting Services Agreement, dated February 25, 2021, between Teligent, Inc. and Riverview Quality, LLC
10. Direct Hire Staffing Agreement, dated April 7, 2021, between Teligent, Inc. and Synerfac Technical Staffing.
11. Risk Mitigating Direct Hire Agreement, dated April 7, 2021, between Teligent, Inc. and Synerfac Technical Staffing.
12. Consulting Services Agreement, dated March 25, 2019, between Teligent, Inc. and Oxford Global Resources, LLC; and Statement of Services, dated March 25, 2019, between Teligent, Inc. and Oxford Global Resources, LLC
13. Client Agreement, dated August 6, 2021, between ALKU Technologies LLC and Teligent, Inc.; Engagement Schedule, dated August 6, 2021, between ALKU Technologies LLC and Teligent, Inc.
14. Staffing Agreement, dated September 12, 2018, between Lyneer Staffing Solutions, LLC and Teligent, Inc.
15. Consulting Services Agreement, dated October 2, 2020, between RHO, Inc. and Teligent, Inc.
16. Full-Time Placement Agreement, dated as of May 5, 2017, between RHO, Inc. and Teligent, Inc.
17. Service and License Agreement, dated as of September 4, 2015 between Certara USA Inc. (as successor to GlobalSubmit Inc.) and Teligent, Inc. (f/k/a IGI Laboratories, Inc.); Sales Order, dated October 31, 2020, between Certara USA Inc. and Teligent, Inc.
18. Document Destruction Agreement, dated as of November 30, 2015, between Docuvault Delaware Valley, LLC and Teligent, Inc.
19. Records Management and Service Agreement, dated as of August 25, 2015, between DocuVault Delaware LLC and Teligent, Inc. (f/k/a IGI Laboratories, Inc.).
20. Master Services Agreement, between Navex Global, Inc. and Teligent Inc.; Order Form, dated June 24, 2021, between Navex Global, Inc. and Teligent Inc.
21. Client Services Agreement, dated as of February 1, 2020, between York International Agency, LLC (York) and Teligent Inc.
22. Agreement (Account # 0092184662), dated October 13, 2021, between Teligent Pharma, Inc. and Evoqua Water Technologies, LLC.

23. Agreement (Account # 0093004641), dated October 13, 2021, between Teligent Pharma, Inc. and Evoqua Water Technologies, LLC.

24. Service Agreement, dated March 23, 2021, between Shimadzu Scientific Instruments, Inc. and Teligent, Inc.

25. Statement of Work, dated September 10, 2018, between Teligent, Inc. and 4C Pharma Solutions LLC.

26. Services Agreement, dated as of January 1, 2020, by and between Training Center Group and Teligent Inc. (and related Service Proposal for 2020-2022), for boiler room monitoring services.

27. Contract Renewal, dated September 14, 2020, by and between Rees Scientific Corporation and Teligent, Inc. for maintenance of environmental (climate control) monitoring systems.

Schedule 3.7
Permits; Compliance with Laws

1. State of New Jersey Regulated Medical Waste Permit
2. Hazardous Waste Generator Identification Number
3. State of New Jersey Pollutant Discharge Elimination System Waste Discharge Permit -- Sellers currently have a temporary permit and have submitted an application for a new permit but have not yet received it.

Schedule 3.8
Health Care Regulatory Matters

(a)

1. FDA inspection of Buena, NJ facility ending on 6/24/2009
2. FDA inspection of Buena, NJ facility ending on 07/28/2009
3. FDA inspection of Buena, NJ facility ending on 03/08/2011
4. FDA inspection of Buena, NJ facility ending on 02/02/2012
5. FDA inspection of Buena, NJ facility ending on 12/19/2013
6. FDA inspection of Buena, NJ facility ending on 01/22/2016
7. FDA inspection of Buena, NJ facility ending on 10/19/2017
8. FDA inspection of Buena, NJ facility ending on 5/20/2019
9. FDA inspection of Buena, NJ facility ending on 09/16/2019
10. FDA inspection of Buena, NJ facility ending on 8/31/2021
11. FDA Establishment Inspection Reports in respect of each of the foregoing
12. FDA Warning Letter issued to Teligent, Pharma Inc. on 11/26/2019
13. FDA Form 483 issued on 9/16/2016
14. FDA Form 483 issued on 10/19/2017
15. FDA Form 483 issued on 5/20/2019
16. FDA Form 483 issued on 8/31/2021
17. DEA Letter of Admonition issued on 11/2/2020

The Company conducted voluntary recalls of the following products in 2021:

a. Betamethasone Dipropionate Lotion 0.05%
b. Betamethasone Dipropionate Ointment 0.05%
c. Clobetasol Propionate Gel 0.05% 15g
d. Diclofenac Sodium Topical Solution, USP 1.5%
e. Diflorasone Diacetate Ointment 0.05%, 15g and 30g.
f. Econazole Nitrate Cream 1%
g. Erythromicin Topical Gel 2%
h. Erythromicin Topical Solution, USP 2%
i. Fluocinonide Topical Solution USP 0.05%
j. Flurandrenolide Ointment 0.05%, 60g
k. Lidocaine and Prilocaine Cream 2.5% / 2.5%
l. Lidocaine Hydrochloride Topical Solution, USP 4%
m. Lidocaine Ointment USP, 5%

n. Triamcinolone Acetonide Ointment USP 0.1%

(b)

1. Schedule 3.8(a) is incorporated herein by reference.

(c)

1. Schedule 3.8(a) is incorporated herein by reference.

(d)

1. Schedule 3.8(a) is incorporated herein by reference.

Schedule 3.9
Environmental Matters

(a) None.
(b) None.
(c)

1. State of New Jersey Regulated Medical Waste Permit – Sellers have not provided a copy to Purchaser.
2. Hazardous Waste Generator Identification Number.
3. State of New Jersey Discharge Elimination System Wastewater Discharge Permit -- Sellers currently have a temporary permit and have submitted an application for a new permit but have not yet received it.

(d) None.
(e) None.
(f) None.
(g) None.
(h) None.
(i) None.
(j) None.
(k) None.

Schedule 3.14

Insurance

Policy Number	Coverage	Insurer	Limits
630-9H696317	Commercial Package; Property; General Liability	The Charter Oak Fire Insurance Company (Travelers)	- Each occurrence: $1,000,000 - Damage to rented premises: $1,000,000 - Medical Expenses: $10,000 - Personal & Adv. Injury: $1,000,000 - General Aggregate: $2,000,000
BME-10J713463	Boiler and Machinery	Travelers	- Total Limit - $84,976,029 - Property Damage: 73,976,029 - Business Income: $11,000,000
CUP-9H715220	Umbrella	The Charter Oak Fire Insurance Company (Travelers)	- $5,000,000
BA-2L9150022	Commercial Auto	Travelers	- $1,000,000

Schedule 6.1
Conduct of Business of Sellers

(a) The Company and its Subsidiaries have ceased manufacturing goods at the Owned Real Property.

(c) None.