

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

TELIGENT, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 21-11332 (BLS)

(Jointly Administered)

Re: Docket Nos. 209, 290 and 374

**NOTICE OF FILING OF ASSET PURCHASE AGREEMENT
WITH RESPECT TO SUCCESSFUL BIDDER OF CANADIAN ASSETS**

PLEASE TAKE NOTICE that, on December 15, 2021, the United States Bankruptcy Court for the District of Delaware entered that certain *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. 290] (the “Bidding Procedures Order”)² establishing certain procedures that govern the sale and auction of the Debtors’ assets.

PLEASE TAKE FURTHER NOTICE that on January 14, 2022, in accordance with the Bidding Procedures Order, the Debtors filed the *Notice of Successful Bidder and Backup Bidder Regarding Debtors’ Canadian Assets* [Docket No. 374] (the “Notice of Successful Bidder”). The Notice of Successful Bidder designated Hikma Canada Limited as the Successful Bidder with respect to the Debtors’ Canadian business assets (the “Canadian Assets”).

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit 1 is a final copy of the asset purchase agreement with respect to the Canadian Assets, excluding all exhibits and schedules thereto.

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 All capitalized terms used but not otherwise defined herein shall be given the meanings ascribed to them in the Bidding Procedures Order (including the Bidding Procedures).

Dated: January 17, 2022
Wilmington, Delaware

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EXHIBIT 1

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT
DATED AS OF JANUARY 18, 2022
BY AND BETWEEN
HIKMA CANADA LIMITED, 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 January 18, 2022, by and among Hikma Canada Limited, an entity organized under the laws of Canada (“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 (each, a “Debtor” and collectively the “Debtors”) 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) all Marketing Authorizations, Regulatory Documentation, and other data and information regarding the development, manufacture and commercialization of the pharmaceutical products listed on Schedule 1.1(b)(i) (the "Canadian Products" or the "Products"), including all safety and efficacy databases, clinical data, and non-clinical data exclusively related thereto;

(ii) the Lease listed on Schedule 1.1(b)(ii) (the "Assumed Canadian Lease") and any Leasehold Improvements and all permanent fixtures, improvements and appurtenances owned by Sellers in respect of the real property subject to the Assumed Canadian Lease;

(iii) 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 Leased Real Property subject to the Assumed Canadian Lease;

(iv) all Registered Intellectual Property set forth on Schedule 1.1(b)(iv), all Sellers' rights to collect royalties and proceeds in connection therewith (including any earned and uncollected royalties) and all Sellers' rights to sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, such Registered Intellectual Property in Canada (the "Canadian Intellectual Property" or the "Acquired Intellectual Property");

(v) all Inventory of the Canadian Products;

(vi) subject to Section 1.5, the Contracts listed on Schedule 1.1(b)(vi), which Schedule may be modified from time to time after the date hereof in accordance with Section 1.5, and all purchase orders thereunder (the "Canadian Supply Contracts");

(vii) subject to Section 1.5, the Contracts listed on Schedule 1.1(b)(vii), which Schedule may be modified from time to time after the date hereof in accordance with Section 1.5, and all purchase orders thereunder (the "Canadian Customer Contracts");

(viii) subject to Section 1.5, the Contracts listed on Schedule 1.1(b)(viii), which Schedule may be modified from time to time after the date hereof in accordance with Section 1.5 and all purchase orders thereunder (the "Canadian Ancillary Contracts");

and together with the Canadian Supply Contracts, and the Canadian Customer Contracts, the “Assigned Contracts”);

(ix) all non-disclosure, confidentiality, and similar arrangements with (or for the benefit of) employees and agents of Sellers or with third parties exclusively related to Canadian Products (the “Canadian Confidentiality Agreements” or the “Assigned Confidentiality Agreements”);

(x) all Books and Records that exclusively relate to the Acquired Assets, except those: (A) which are personnel records of, or other Books and Records exclusively relating to, employees of Sellers who are not Transferred Employees; (B) 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 any Seller, whether arising by counterclaim or otherwise, (C) 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 (D) that Sellers are not permitted to transfer under applicable Law;

(xi) all Accounts Receivable;

(xii) all goodwill associated with the foregoing clauses 1.1(b)(i) through 1.1(b)(xi);

(xiii) all avoidance actions pursuant to sections 544-553 of the Bankruptcy Code and/or other applicable Law against TELIP, LLC, Teligent Pharma Inc. and Teligent Canada Inc. to the extent related to the Acquired Assets; and

(xiv) all avoidance actions pursuant to sections 544-553 of the Bankruptcy Code and/or other applicable Law against customers and suppliers of Teligent Canada Inc. or customers and suppliers of Teligent Pharma Inc. related to the Canadian Business, in each case to the extent agreements with such customers and suppliers are Acquired Assets.

(c) At any time at least fourteen (14) days 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 in reasonable detail 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.

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 and any retainers or similar amounts paid to Advisors or other professional service providers;

(b) all Intracompany Receivables;

(c) each Contract of any Seller that is not an Assigned Contract, including the Contracts listed on Schedule 1.2(c), which Schedule may be modified from time to time after the date hereof in accordance with Section 1.5 (the “Excluded Contracts”);

(d) all Distribution Licenses;

(e) all refunds, credits and rebates of Taxes of the Company or its Subsidiaries and all Tax Returns pertaining to corporate income taxes of the Company or its Subsidiaries;

(f) all Tax attributes that are not transferred by the operation of applicable Tax Law;

(g) 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;

(h) subject to Section 6.16, 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;

(i) 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;

(j) all Books and Records (i) which are personnel records of, or other Books and Records exclusively relating to, employees of Sellers who are not Transferred Employees; (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, or (iv) that the Company or its Subsidiaries are not permitted to transfer under applicable Law;

(k) 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;

(l) 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;

(m) 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;

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

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

(p) 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; and

(q) 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 (other than avoidance actions acquired in Section 1.1(b)(xiii) and Section 1.1(b)(xiv)) or any analogous state law, except to the extent included in the Acquired Intellectual Property.

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 Current Liabilities, including all cure costs 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”) and all Ordinary Course trade payables incurred post-petition;

(b) all Liabilities of Sellers arising from the Assigned Contracts (including open purchase orders thereunder) and the Assigned Confidentiality Agreements;

(c) Assumed Taxes;

(d) all Liabilities arising out of the ownership or operation of the Acquired Assets by Purchaser to the extent arising 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”):

(a) all Liabilities of Sellers or any Subsidiaries for Indebtedness;

(b) all Intracompany Payables;

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

(d) 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;

(e) all Liabilities related to real property of the Sellers (other than pursuant to the Assumed Canadian Lease);

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

(g) without prejudice to Section 6.3, all Liabilities related to any current or former employee of the Company or of any Subsidiary of the Company, including Liabilities related to employee benefit plans or similar plans of the Company or any of its Subsidiaries, other than all Liabilities related to the employees arising on or after the date on which any Transferred Employee becomes employed by Purchaser or any of its Affiliates; and

(h) 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, whether or not used in the Ordinary Course, 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.

1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Assigned Contracts. Each Seller and its Subsidiaries shall provide timely and proper written notice, in form and substance reasonably satisfactory to Purchaser, 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 either Section 365 of the Bankruptcy Code or applicable non-bankruptcy law, as the case may be (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 determined by Sellers based on Sellers' Books and Records, and (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 from a Seller who is a Debtor under Chapter 11 of the Bankruptcy Code to Purchaser satisfies all applicable requirements of Section 365 of the Bankruptcy Code). 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, as well as the Assigned Contracts which are being assigned pursuant to non-bankruptcy law from a non-Debtor Seller. At the Closing, Purchaser (i) shall pay all 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; provided, that with respect to any Contract that becomes an Assigned Contract following the Closing pursuant to this Section 1.5, Purchaser shall pay the applicable Cure Costs with respect to such additional Assigned Contract on or prior to the Designation Deadline; provided, further, that with respect to any disputed Cure Costs, Purchaser shall pay such Cure Costs as soon as practicable following the final determination by the Bankruptcy Court of such disputed Cure Costs. Notwithstanding the foregoing, Purchaser may, with the consent of the Sellers (which consent shall not be unreasonably withheld, conditioned or delayed) and with the presence of a representative of Sellers, participate in negotiations with a counterparty to an Assigned Contract with respect to the amount of the applicable Cure Cost. 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) Adding and Excluding Assigned Contracts. From and after the date hereof, at any time until the Designation Deadline, Purchaser shall have the right to notify Sellers in writing of (i) any Assigned Contract that has not yet been assumed by the Debtors (other than any purchase order, unless such purchase order was (x) entered into in connection with, or is otherwise governed by, any Excluded Contract, or (y) entered into in breach of this Agreement after the date hereof) that it does not wish to assume 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 or (ii) any Contract that it wishes to assume as an Assigned Contract which has not been rejected by Sellers pursuant to an Order of the Bankruptcy Court (provided, that prior to the Designation Deadline, Sellers shall notify Purchaser prior to making any motion before the Bankruptcy Court to reject any Excluded Contracts and shall give Purchaser a reasonable opportunity to elect to assume such Excluded Contract as an Assigned Contract pursuant to this

Section 1.5(b) before making any such motion) and any such previously considered Excluded Contract that Purchaser wishes to assume shall be automatically deemed removed from the Schedules related to Excluded Contracts and automatically deemed added to the Schedules related to Assigned Contracts, in each case of clauses (i) or (ii), without any adjustment to the Purchase Price.

(c) Undisclosed Contracts. If, at any time prior to the Designation Deadline, Sellers or Purchaser identify any Contract to which any Seller is a party (other than an Assigned Contract) that (x) was required to have been disclosed under Section 3.8(a) as a Material Contract or (y) is otherwise necessary for or primarily used or held for use in connection with the Canadian Business, and in each case was not previously identified to Purchaser (an “Undisclosed Contract”), the applicable Seller shall promptly notify Purchaser of the existence of such Undisclosed Contract and provide Purchaser with such information and access (including communication with the applicable counterparties) as may be reasonably requested by Purchaser concerning such Undisclosed Contract. Purchaser shall have the right (but not the obligation) to designate any Undisclosed Contract as an Assigned Contract for all purposes of the Agreement in accordance with Section 1.5(b).

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), if Purchaser and Sellers mutually agree that a filing under Form C9600 – Notification of Sale, Transfer or Assignment in Bulk (the “Form C-9600”) is necessary or legally required, within five (5) calendar days after the execution of this Agreement, Purchaser shall provide the Company with a copy of its proposed 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 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”). 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 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 \$45,750,000 (the “Cash Amount”); plus
- (ii) the amount, if any, by which the Closing Date Working Capital is greater than the Target Working Capital; minus
- (iii) the amount, if any, by which the Closing Date Working Capital is less than the Target Working Capital; plus
- (iv) the assumption of Assumed Liabilities.

(b) Purchaser has delivered to the Escrow Agent, by wire transfer of immediately available funds, the sum of \$4,575,000 (the “Deposit”) to be held in escrow and deposited with Citibank, N.A. pursuant to the terms and provisions hereof and released only upon a joint direction of the Company and Purchaser as set forth herein or an order of the Bankruptcy

Court, with any interest or income accruing for the benefit of the party to which the funds are dispersed. If Citibank, N.A. requests, the Deposit will be moved to another escrow agent mutually agreeable to the Company and the Purchaser.

(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 Sellers the Cash Amount, less the Deposit, less the Tax Escrow (if any), less the Holdback Amount, plus the amount, if any, by which the Estimated Closing Date Working Capital is greater than the Target Working Capital; less the amount, if any, by which the Estimated Closing Date Working Capital is less than the Target Working Capital; and

(iv) Purchaser shall deliver to Sellers a promissory note in the principal amount equal to the Holdback Amount (the "Holdback Note") in the form attached hereto as Exhibit H.

(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 before the Closing.

2.2 Working Capital Adjustment

(a) The Company and Purchaser shall cooperate with the Independent Accountant (as defined below) to schedule a physical inventory count for the Canadian Business (the "Physical Inventory") as closely as reasonably practicable to the Closing Date, but no more than five (5) Business Days and no less than three (3) Business Days prior thereto. A mutually-appointed, impartial team of a nationally recognized firm of independent accountants other than a team used by a Seller or the Purchaser (the "Independent Accountant") shall be instructed to deliver to the Company and Purchaser, as soon as reasonably practicable after conducting the Physical Inventory, a report (the "Inventory Report") that sets forth the Inventory identified at the Physical Inventory as well as the value of such Inventory. The Inventory Report shall be prepared in a manner consistent with the definitions of the terms "Inventory" and "Current Assets" herein and the calculation of the Target Working Capital. Absent manifest error, the Inventory Report, as determined by the Independent Accountant, shall be conclusive for purposes of determining the

value of the Inventory included in the Estimated Closing Date Working Capital and the Closing Date Working Capital.

(b) As soon as practicable prior to the Closing, but in no event less than two (2) days prior to the Closing, Sellers shall deliver a statement to Purchaser setting out Sellers' good faith estimate of the Closing Date Working Capital of the Canadian Business (without giving effect to the transactions contemplated herein) (the "Estimated Closing Date Working Capital").

(c) Within thirty (30) days after the Closing, Purchaser shall prepare and deliver a statement (the "Closing Date Statement") to Sellers which will contain the Purchaser's calculation of the Closing Date Working Capital of the Canadian Business (without giving effect to the transactions contemplated herein).

(d) After receipt of the Closing Date Statement, Sellers shall have thirty (30) days (the "Review Period") to review the Closing Date Statement.

(e) On or before the last day of the Review Period, Sellers may object to the Closing Date Statement, or any calculations included in the Closing Date Statement including, without limitation, the valuation of the Inventory in the Inventory Report, by delivering to Purchaser a written statement setting forth Sellers' objections in reasonable detail, indicating each disputed item or amount and the basis for Sellers' objection (the "Statement of Objections"). If Sellers fail to deliver the Statement of Objections before the expiration of the Review Period, the Closing Date Statement shall be deemed to have been accepted by Sellers.

(f) If Sellers and the Purchaser fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before the expiration of thirty (30) days after the Review Period, then any amounts remaining in dispute (the "Disputed Amounts") shall be submitted for resolution to the Independent Accountant (or, if either Party is disputing the valuation of the Inventory in the Inventory Report, then an alternate mutually-appointed, impartial team of a nationally recognized firm of independent accountants other than a team used by a Seller or the Purchaser's accountant) (the "Alternate Independent Accountant") who, acting as expert and not arbitrator, shall resolve the Disputed Amounts and make any adjustments to the Closing Date Statement. The Parties agree that all adjustments shall be made without regard to materiality. The Independent Accountant or the Alternate Independent Accountant shall only decide the specific items under dispute by the Parties and its decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Date Statement and the Statement of Objections, respectively.

(g) The fees and expenses of the Independent Accountant and the Alternate Independent Accountant, if any, shall be paid by the Purchaser; provided, that the principal amount

of the Holdback Note shall be reduced by 50% of the fees and expenses of the Independent Accountant and the Alternate Independent Accountant, if any.

(h) The Independent Accountant's or the Alternate Independent Accountant's, if any, resolution of the Disputed Amounts and its adjustments to the Closing Date Statement shall be conclusive and binding upon the Parties hereto.

(i) Within five (5) Business Days following the date on which the Closing Date Statement is finalized in accordance herewith, as applicable (the "Post-Closing Adjustment Payment Date"), the payments contemplated in this Section 2.2 shall be made by Purchaser to Sellers or by Sellers on a joint and several basis to Purchaser, as applicable (the "Post-Closing Adjustment Payments"):

(i) if the Closing Date Working Capital is less than the Estimated Closing Date Working Capital (a "Deficit"), Sellers shall pay to Purchaser the Deficit via a reduction in the principal amount of the Holdback Note by an amount equal to the Deficit (up to the total principal amount of the Holdback Note) and the difference between the Holdback Amount and the Deficit, if any, shall be immediately paid to Sellers via wire transfer of immediately available funds into the account(s) designated in writing by Sellers; and

(ii) if the Closing Date Working Capital is more than the Estimated Closing Date Working Capital (an "Excess"), Purchaser shall pay to Sellers the Excess and shall pay to Sellers the full principal amount of the Holdback Note, in each case, via wire transfer of immediately available funds into the account(s) designated by Sellers.

2.3 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."

2.4 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 and a schedule that sets forth any changes in the Schedules hereto from the date hereof until the Closing Date;

(b) as assignment and assumption of leases substantially in the form of Exhibit E (the “Assignment and Assumption of Leases”), duly executed by Sellers;

(c) physical or electronic 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;

(d) the election referenced in Section 9.1(b);

(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;

(g) a short-form patent assignment agreement substantially in the form of Exhibit C, duly executed by Sellers;

(h) a short-form trademark assignment agreement substantially in the form of Exhibit D, duly executed by Sellers;

(i) the Transition Services Agreement, duly executed by Sellers;

(j) evidence reasonably satisfactory to the Purchaser that Sellers have submitted the purchase orders contemplated under Section 6.14;

(k) evidence satisfactory to Purchaser that all pre- and post-petition lenders to the Company and its Subsidiaries have released all liens and claims against the Acquired Assets of the non-Debtor Sellers related to the Canadian Business;

(l) a letter signed by an officer or other signing authority of Teligent Canada Inc. authorizing the Purchaser to use the GMP evidence previously submitted by the Sellers in support of the Purchaser’s amendment application for the Purchaser’s drug establishment license;

(m) letters of authorizations from each of Teligent Canada Inc. and TELIP LLC to transfer the Marketing Authorizations to the Purchaser;

(n) 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);

(o) evidence that each of the Encumbrances set forth on Schedule 3.5 have been released effective as of the Closing; and

(p) a copy of the court order approving the Sale Order accompanied by a certificate from an officer of the Company that such order has not been revoked, modified, reversed, or stayed and is in full force and effect.

2.5 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;

(b) the Assignment and Assumption of Leases, duly executed by Purchaser;

(c) the Assignment and Assumption Agreement, duly executed by Purchaser;

(d) the Transition Services Agreement, duly executed by Purchaser; and

(e) the election referenced in Section 9.1(b).

2.6 No Withholding. Based on and relying in part upon Section 3.12(i), Purchaser agrees that it shall pay all consideration payable pursuant to this Agreement free and clear of any withholding or other Tax.

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 Sections 6.7 and 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 (where such concept is recognized under applicable Law) 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, including the Transition Services Agreement (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, 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 cancellation under, any of the terms or provisions of any Assigned Contract (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 would be assignable upon payment of the applicable cure amount hereunder), or (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, except, in the case of clauses (iii) and (iv), 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 and/or (v) violate or constitute a breach or default of (with or without notice or lapse of time or both) under any of the terms or conditions of the Sellers' debtor-in-possession financing or any court order relating thereto.

3.4 Real Property. Schedule 3.4 sets forth a true, correct and complete list of (i) all real property leased by the Company or one of its Subsidiaries in Canada (the "Leased Real Property") and (ii) all leases, licenses, subleases and other written use agreements with respect to such Leased Real Property, and all amendments, supplements, addendums and guarantees thereto (each a "Lease" and, collectively, the "Leases"). To the Knowledge of Sellers, the Company or one of its Subsidiaries, as applicable, has a valid leasehold interest to the Leased Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances). The Company has made available to Purchaser true, correct and complete copies (in all material respects) of the Leases and any estoppels or subordination, non-disturbance and attornment agreements relating thereto. To the Knowledge of Sellers, each Lease is in full force and effect as of the date hereof. Except pursuant to the Leases, to the Knowledge of Sellers, neither the Company nor any of its Subsidiaries lease, sublease, license, own or occupy any real property primarily used in or held for use in connection with the Canadian Business.

3.5 Title to Property. Except as set forth on Schedule 3.5, subject to 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 (other than Inventory sold in the Ordinary Course or otherwise in accordance with this Agreement), free and clear of all Encumbrances (other than Permitted Encumbrances), except where the failure to have such good title or valid leasehold interest would not reasonably be expected to have a Material Adverse Effect.

3.6 Intellectual Property.

(a) Schedule 3.6(a)(i) sets forth a list of the Registered Intellectual Property. Except as set forth on Schedule 3.6(a)(ii), to the Knowledge of Seller, no material Intellectual Property other than Registered Intellectual Property is necessary to permit the Purchaser to carry on the Canadian Business immediately following the Closing in substantially the same manner as conducted by Sellers during 2021.

(b) Except as set forth on Schedule 3.6(b), all applications for registration of the Registered Intellectual Property are in good standing, have been filed in a timely manner within the appropriate offices to preserve the rights thereto, and the Sellers have maintained or caused to be maintained the rights to any of its Registered Intellectual Property in full force and effect and, without limiting the generality of the foregoing, has renewed or has made application for renewal of any Registered Intellectual Property.

(c) Except as set forth on Schedule 3.6(c), to the Knowledge of Sellers, (i) for the last three (3) years, no Action has been made or, as of the date hereof, threatened in writing against the Company or any of its Subsidiaries alleging that the business of the Company or any of its Subsidiaries infringes any Intellectual Property rights of any third party and (ii) neither the Company nor any of its Subsidiaries has brought any action for infringement of Registered Intellectual Property against any third party.

3.7 Customers and Suppliers. Schedule 3.7 sets forth a true, complete and correct list of (i) the ten (10) largest customers of the Canadian Business (measured by dollar volume of sales to such customers) for the first nine (9) months of 2021 (such customers collectively referred to as the “Material Canadian Customers”, or the “Material Customers”); and (ii) the ten (10) largest suppliers (excluding any professional Advisors) of materials, supplies, services or other goods for the Canadian Business (measured by dollar volume of purchases from such suppliers) for the first nine (9) months of 2021 (such suppliers collectively referred to as “Material Canadian Suppliers” or the “Material Suppliers”), and the amount each such Material Canadian Supplier was paid by the Company and its Subsidiaries during such period. Except as set forth on Schedule 3.7, to the Knowledge of Sellers, as of the date hereof, neither the Company nor any of its Subsidiaries has received any notice from any Material Customer or Material Supplier that such Person intends to terminate, or not renew, any Contract with the Company or such Subsidiary.

3.8 Contracts.

(a) Schedule 3.8(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 directly relating to the Canadian Business 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 a Material Customer;
- (ii) a Contract with a third party manufacturer of any Canadian Product or other Material Supplier;
- (iii) 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 with respect to the Canadian Business;
- (iv) a Contract that imposes a material restriction on the Canadian Business relating to the geographies in which the Company or any of its Subsidiaries may operate, except for restrictions that would not materially affect the ability of the Company or such Subsidiary (as applicable) to conduct its business; or
- (v) a Contract (A) providing for the Company or any of its Subsidiaries to be the exclusive provider of any product or service to any Person or the exclusive recipient of any product or service of any Person or (B) containing a provision of the type commonly referred to as “most favored nation” provision for the benefit of a Person other than the Company or any of its Subsidiaries.

(b) Except as set forth on Schedule 3.8(b), to the Knowledge of Sellers, as of the date hereof, subject to requisite Bankruptcy Court approvals and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction by Purchaser 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; (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 material breach or material default on the part of the Company or such Subsidiary under any Material Contract that is an Assigned Contract; and (iii) to the Knowledge of Sellers, the Company has not received any notice from any Person that such Person intends to terminate, or not renew, any Material Contract, except as would not, individually or in the aggregate, reasonably be material to the Canadian Business, taken as a whole.

3.9 Permits; Compliance with Laws. Except as set forth on Schedule 3.9, the Company and its Subsidiaries are in compliance with all Laws or Orders applicable to the ownership and operation of the Acquired Assets as operated as of the date hereof, except for any non-compliance that would not reasonably be expected to have a Material Adverse Effect. The Company and its

Subsidiaries hold all Permits necessary for the lawful conduct of their respective businesses, except where the failure to hold the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.10 Health Care Regulatory Matters. Except as set forth on Schedule 3.10:

(a) since January 1, 2021, none of the Products have been recalled or subject to correction or removal requirements of, Health Canada or any other Governmental Body, and neither the Company nor any of its Subsidiaries has received written notice from any such Governmental Body of any proceeding seeking a recall, removal or seizure of any Products;

(b) TELIP, LLC and Teligent Canada Inc., hold or have the right to use all material Marketing Authorizations and Distribution Licenses required for the conduct of their business related to the Products as presently conducted. TELIP, LLC (and its Affiliates that have previously held Marketing Authorizations) and Teligent Canada Inc., are, in all material respects, performing their obligations with respect to the Marketing Authorizations and Distribution Licenses related to the Products;

(c) TELIP, LLC and Teligent Canada Inc. are the sole and exclusive owners of the Marketing Authorizations related to the Products and have not granted a right of reference with respect to them to any third party;

(d) no Seller has received, or to the Knowledge of Sellers, none of their Affiliates have received, any written notice from any Governmental Body with jurisdiction over the importation, marketing, sale, use, distribution, handling and control, safety, efficacy, reliability, labelling or manufacturing of the Products which would reasonably be expected to lead to the revocation of the Marketing Authorization for any Product or the Distribution Licenses, except to the extent that such revocation would not reasonably be expected to have a Material Adverse Effect;

(e) to the Knowledge of Sellers, the operations of Sellers, and the sale and distribution of the Products, comply in all material respects with the applicable requirements of the Health Care Laws, including the current Good Manufacturing Practice (“cGMP”) requirements of the applicable Governmental Body, and in accordance with the terms and conditions of the Distribution Licenses except to the extent that such noncompliance would not reasonably be expected to have a Material Adverse Effect;

(f) no Seller has received, or to the Knowledge of Sellers, none of their Affiliates have received, from Health Canada, or any other Governmental Body any notice of adverse findings, notices of violations, warning letters, clinical holds, civil or criminal proceeding notices, ratings of noncompliance or notices of investigation or other similar communication from

Health Canada, or any other Governmental Body regarding the Products, Marketing Authorizations or the Distribution Licenses, and there have been no seizures or suspensions conducted or threatened by Health Canada or any other Governmental Body, except to the extent that such receipt, seizure, or suspension would not reasonably be expected to have a Material Adverse Effect;

(g) all Inventory included in the Acquired Assets were manufactured, packaged, tested, and stored in material compliance with the applicable Health Care Laws, including the applicable cGMPs, and the applicable Marketing Authorizations and Distribution Licenses, and are not adulterated or misbranded, except to the extent that such noncompliance would not reasonably be expected to have a Material Adverse Effect;

(h) all Marketing Authorizations and Distribution Licenses, including the Drug Establishment License and each of its annexes are active and in good standing prior to the Closing Date;

(i) to the Knowledge of Sellers, Sellers and TELIP, LLC (and its Affiliates that have previously held Marketing Authorizations) have made all material notifications, submissions and reports required by Health Canada, or any other Governmental Body in respect of the Products, Marketing Authorizations and Distribution Licenses including any such obligation arising under any adverse event reporting regulatory requirement, and to the Knowledge of Sellers, all such notifications, submissions and reports were true, complete and correct in all material respects; and

(j) as of the date hereof, no Seller nor, to the Knowledge of Sellers, any individual employed by Sellers, has been determined to be ineligible or suspended under Canada's Ineligibility and Suspension Policy, debarred under 21 U.S.C. § 335a or any Canadian provincial debarment process, excluded under 42 U.S.C. § 1320a-7, or convicted of an offence that will, or may, result in ineligibility or suspension under the Ineligibility and Suspension Policy or debarred under a provincial debarment process.

This Section 3.10 constitutes the sole and exclusive representations and warranties with respect to Health Care Laws, Marketing Authorizations, and Distribution Licenses.

3.11 Environmental Matters. Except as set forth on Schedule 3.11, (a) neither the Company nor any of its Subsidiaries have received any written notice alleging and is not aware that the Company or any of its Subsidiaries is or was in material violation of or has material liability under any Environmental Law, in each case to the extent the subject matter of such notice or request 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 of their respective businesses ("Environmental Permits"), except where the failure to possess or comply with such Permits would not, individually or in the aggregate, reasonably be expected to have a

Material Adverse Effect, (c) 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 would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (d) 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 that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (e) neither the Company nor any of its Subsidiaries 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, and (f) to the Knowledge of Sellers, no Hazardous Substances have been Released by the Company or any of its Subsidiaries, in each case that are reasonably likely to result in any material Liability to the Company or any of its Subsidiaries under Environmental Laws. This Section 3.11 constitutes the sole and exclusive representations and warranties with respect to Environmental Laws and Environmental Permits.

3.12 Tax Matters.

(a) Each Seller has 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.

(b) Each Seller has duly and timely withheld and paid, or caused to be paid, all Taxes relating to the Canadian Business required to have been withheld and paid in connection with any amounts paid or owing to any Person and all IRS Forms W-2 and Forms 1099 (or any other applicable form) with respect thereto have been properly and timely distributed.

(c) There are no Encumbrances (other than Permitted Encumbrances) for Taxes on any of the Acquired Assets. No failure, if any, of the Sellers to duly and timely pay all Taxes, including all instalments on account of Taxes for the current year, that are due and payable by it prior to Closing will result in an Encumbrance on the Acquired Assets.

(d) 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, been finally adjudicated by a court of competent jurisdiction or been finally withdrawn, and no written notification has been provided by any Governmental Body of a current intent to raise such issues.

(e) 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 that would result in any valid Encumbrance for Taxes on the Acquired Assets.

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

(g) Teligent Canada Inc. is registered for GST/HST purposes under Part IX of the *Excise Tax Act* (Canada) and its registration number is 798052494RT0001. Each of the Company, Igen, Inc., Teligent Pharma, Inc., and TELIP, LLC is a non-resident of Canada that is not registered for GST/HST purposes.

(h) None of the Acquired Assets includes any stock, partnership interests, limited liability company interests, legal, or beneficial interests or any other equity interests in or of any Person, and there is no joint venture, co-tenancy, contract, or other similar arrangement involving the Acquired Assets for which an election is in effect under Section 761(a) of the Code or that could be treated as a partnership under Subchapter K of Chapter 1 of Subtitle A of the Code if no such election has been made.

(i) None of the Acquired Assets being sold by Sellers other than Teligent Canada Inc. hereunder are “taxable Canadian property” within the meaning of the *Income Tax Act* (Canada) or “taxable Quebec property” within the meaning of the *Taxation Act* (Quebec). Teligent Canada Inc. is not a nonresident of Canada for purposes of the *Income Tax Act* (Canada).

Notwithstanding anything in this Agreement to the contrary, the representations and warranties in this Section 3.12 (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.

3.13 Litigation. Except as set forth in Schedule 3.13, there are, and to the Knowledge of Sellers, for the past three years have been, no Actions related to the Canadian Business pending, or to the Knowledge of Sellers, threatened against Teligent Canada Inc. or TELIP, LLC or any Seller. As of the date hereof, to the Knowledge of Sellers, Schedule 3.13 sets forth a complete and correct list of each Order to which any Seller is or has during the past three years been subject or by which any of the Acquired Assets is or has during the past three years been bound and each Contract that is a settlement agreement with respect to any of the Actions disclosed or required to be disclosed on Schedule 3.13.

3.14 Financial Statements. Schedule 3.14 contains a true and correct copy of the unaudited consolidated balance sheet and income statement of the Company and its Subsidiaries as of September 30, 2021. Such financial statements present fairly, in all material respects, the financial position and result of operations of the Company on a consolidated basis with its

Subsidiaries, as of the dates and for the periods indicated (except as may be indicated in the footnotes thereto).

3.15 Sufficiency of Assets. The Acquired Assets, together with the rights, services and benefits granted to the Purchaser pursuant to the Transition Services Agreement, constitute all of the material assets, properties, consents and rights, tangible and intangible, of any nature whatsoever (other than Cash, bank accounts, and employees), that are necessary to permit the Purchaser to carry on the Canadian Business immediately following the Closing in substantially the same manner as conducted by Sellers during 2021.

3.16 Inventory. Schedule 3.16 contains a true and correct representation of the Inventory of each Canadian Product and the expiration dates of each Canadian Product as of January 10, 2022. The Sellers have good and marketable title to the Inventory of the Canadian Products free and clear of all Encumbrances (other than Permitted Encumbrances). The Inventory of the Canadian Products have and will have been manufactured, tested, packaged, labelled and stored in material compliance with applicable Laws and binding guidelines, including applicable current good manufacturing practices as prescribed by Law, from time to time, and the relevant product specifications Canadian Products. All Inventory of the Canadian Products is in good condition and useable for the purposes for which it is being held and, for greater certainty, finished Products are in good and merchantable condition and are of a quality and quantity generally presently usable or saleable by the Sellers. The Inventory levels have been maintained at the amounts required for the operations of the Canadian Business as historically conducted and such Inventory levels are adequate for such operations.

3.17 Brokers. Except for Raymond James & Associates, Inc., 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.

3.18 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified or supplemented by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (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 Canada 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, subject to the Enforceability Exceptions.

4.3 Conflicts; Consents. Assuming that (a) requisite Bankruptcy Court approvals are obtained, and (b) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 4.3 are made, given or obtained (as applicable), 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 GST/HST Registration. Purchaser is registered for GST/HST purposes under Part IX of the Excise Tax Act (Canada) and its registration number is 707525481RT0001.

4.9 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 Canadian Business, 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).

4.10 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, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, 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) Sellers shall provide Purchaser with drafts of any and all filings and proposed orders to be filed or submitted in connection with the Agreement and the transactions contemplated hereby sufficiently in advance of the proposed filing date, to the extent practicable under the circumstances, so as to permit Purchaser sufficient time to review and comment on such drafts, and such filings and proposed orders shall be in form and substance reasonably acceptable to Purchaser.

(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 the Sale Order 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) 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. Purchaser may, with the consent of the Sellers (which consent shall not be unreasonably withheld, conditioned or delayed) and with the presence of a representative of Sellers, participate in negotiations with a counterparty to an Assigned Contract with respect to the amount of the applicable Cure Cost.

5.3 Sale Order. The Sale Order shall be in the form attached as Exhibit F 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.

5.4 Approval. Sellers’ and Purchaser’s 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), unless Purchaser otherwise consents in writing, which consent shall not be unreasonably withheld, the Company shall, and shall cause each of its Subsidiaries to, (A) carry on the Canadian Business and pay all of their respective post-petition obligations, in each case, in the Ordinary Course, (B) use its and their commercially reasonable efforts to preserve the Acquired Assets and minimize the Assumed Liabilities, (C) not engage in an inventory liquidation program with respect to the Inventory, and (D) not solicit or induce customers to increase the amounts of their purchase orders above their respective normal customary usage, including without limitation, not providing any incremental price discounts.

(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) In furtherance of the provisions of Section 6.1(a) and Section 6.1(b), it is the intent of the Parties that, 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), Sellers shall not, and Sellers shall cause their Subsidiaries not to, sell, divest, distribute, assign, license, mortgage, pledge, encumber, transfer, lease or sublease to any Subsidiary that is not a Seller 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.

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; 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, (iii) nothing herein will require the Company to provide access to any properties, plants or facilities for the purposes of conducting any subsurface or invasive environmental sampling or testing and (iv) 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, (B) would reasonably be expected to violate any applicable Laws, or (C) would violate any fiduciary duty; 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 governed by all the confidentiality terms and conditions of the Confidentiality Agreement; provided, that Purchaser's obligations under the Confidentiality Agreement with respect to information that is included within the Acquired Assets will terminate automatically and be of no further force or effect from and after the Closing. 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, at Sellers' expense, 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 be 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 and except as otherwise expressly contemplated herein, 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; provided, however, that the Purchaser may, with the consent of the Sellers (which consent shall not be unreasonably withheld, conditioned or delayed) and with the presence of a representative of Sellers, contact Health Canada, and contact counsel with respect to any litigation affecting TELIP, LLC, Teligent Canada Inc. and/or the Canadian Business for the sole purpose of understanding potential liabilities resulting from said litigation.

(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 Employee Matters.

(a) Purchaser shall extend an offer of employment to all employees of Sellers listed on Schedule 6.3 (the "Offered Employees") on terms and conditions that are substantially similar in the aggregate to the terms and conditions which are in effect for each such Offered Employee immediately prior to the Closing ("Transfer Offer") that, if accepted, shall become effective immediately after, and conditional upon, the Closing. Offered Employees who accept such Transfer Offers with Purchaser in accordance with this Section 6.3(a) and commence

employment with the Purchaser shall be referred to herein as “Transferred Employees.” Nothing herein shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any or all of the Offered Employees will accept the offer of employment from Purchaser or will continue in employment with Purchaser following the Closing. Purchaser shall carry out all actions necessary under applicable Law to effect the transfer of employment to it of each such Transferred Employee who has accepted the Transfer Offer. Effective as of the Closing, each Transferred Employee shall cease to be an employee of Sellers or their Affiliates. Sellers shall be solely responsible for, and shall pay, perform and satisfy all liabilities and obligations with respect to (i) all employees of the Sellers who are not Offered Employees, (ii) all Offered Employees who do not accept the Transfer Offer and/or do not become a Transferred Employee, and (iii) all salaries, expenses, vacation pay, holiday pay, overtime, bonuses, incentive compensation and other payments and benefits accrued or owing to Transferred Employees incurred prior to the Closing.

(b) For purposes of eligibility under the benefit plans and programs maintained by Purchaser or any of its Affiliates after the Closing Date in which Transferred Employees are eligible to participate (the “Purchaser Plans”), each Transferred Employee who is so eligible shall be credited with his or her years of service with Sellers or any of their respective Subsidiaries before the Closing Date to the same extent as such Transferred Employee was entitled, before the Closing Date, to credit for such service under substantially similar Seller Plans in which such Transferred Employees participated before the Closing Date, except to the extent such credit would result in a duplication of benefits.

(c) Purchaser shall use commercially reasonable efforts to cause all waiting periods, pre-existing condition exclusions and actively-at-work requirements of such Purchaser Plan to be waived for such Transferred Employee and his or her covered dependents (unless such exclusions or requirements were applicable under comparable Seller Plans).

(d) Subject, in all respects, to compliance with applicable data privacy and protection and employment Laws, Sellers shall reasonably cooperate in providing, pursuant to Section 6.2, to Purchaser all information reasonably requested by Purchaser with respect to Purchaser’s compliance with its obligations under this Section 6.3.

(e) The provisions of this Section 6.3 are for the sole benefit of the Parties to this Agreement and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any Offered Employees, Transferred Employees or other employees of the Sellers), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 6.3 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied:

(i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement,

(ii) shall, subject to compliance with the other provisions of this Section 6.3, alter or limit Purchaser's or Sellers' ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement, or

(iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

(f) Effective as of the Closing, Purchaser and Purchaser's Affiliates shall assume all obligations, Liabilities and commitments in respect of claims made by any Transferred Employee for severance or other termination benefits (including claims for wrongful dismissal, notice of termination of employment, pay in lieu of notice or breach of Contract) arising out of, relating to or in connection with any failure of Purchaser to offer employment to, or to continue the employment of, any such Transferred Employee on terms and conditions consistent with Purchaser's obligations under this Section 6.3(f).

6.4 Transfer of Marketing Authorizations.

(a) On or as promptly as practicable after the Closing Date, Purchaser shall submit to Health Canada all documents and take all other actions reasonably necessary to effect the transfer of such Marketing Authorizations and related Regulatory Documentation to Purchaser which shall include the appropriate parties among the Sellers (TELIP, LLC and Teligent Canada Inc.) submitting to Purchaser an executed Health Canada Letter of Authorization.

(b) With respect to those Products regulated by Health Canada, from and after the date hereof and until the effective transfer of such Marketing Authorizations and Regulatory Documentation to Purchaser, Sellers shall (A) maintain in full force and effect all such Marketing Authorizations, and shall not voluntarily amend, cancel or surrender any such Marketing Authorizations unless requested to do so in writing by Purchaser or required to do so by applicable Law or any Governmental Body (provided Sellers have notified Purchaser thereof in writing and have consulted with Purchaser with respect to such requirement); (B) as directed by Purchaser, continue any registrations, variations or renewals to such Marketing Authorizations and Regulatory Documentation initiated by Purchaser before Closing, or withdraw them upon the written request of Purchaser; (C) as an agent for Purchaser and as directed by Purchaser, comply with the terms of each such Marketing Authorization and perform (or cause to be performed) those rights and obligations which according to applicable Law must be performed by or on behalf of the holder of each such Marketing Authorization (except to the extent applicable Law permits, and Sellers and Purchaser agree, that the performance of such rights and obligations is delegated to

Purchaser, in which case Purchaser shall perform the same); and (D) as directed by Purchaser and as Purchaser's agent, conduct all communications and meetings with Governmental Bodies in respect of each such Marketing Authorization and Regulatory Documentation, provided that Sellers shall notify Purchaser as early as practicable in advance of any such communication or meeting and forward to Purchaser copies of written communications (in case of written communications to Governmental Bodies, promptly before submission thereof, and in case of written communications from Governmental Bodies, promptly upon receipt thereof).

(c) With respect to those Products regulated by Health Canada, from and after the Closing and until the transfer date of each such Marketing Authorization and Regulatory Documentation to Purchaser, Purchaser shall perform the following actions on behalf of Sellers in accordance with Law applicable to Sellers and Purchaser: (A) communication with third parties in respect of such Products (whether sold before or after the Closing), including responding to all complaints in respect thereof and all medical information requests, such as complaints related to tampering or contamination; (B) all facility and establishment licensing requirements; (C) investigating all complaints, adverse reactions, and adverse events in respect of such Products sold after the Closing; and (D) conducting, handling or processing, at its sole cost and expense, all recalls, stop sales or market withdrawals of units of such Products, including recalls required by any Governmental Body or voluntary recalls by Purchaser based on safety, efficacy or similar concerns, with respect to such Products, regardless of whether such Products were sold before or after the Closing.

(d) Prior to the Closing, the actions taken by Sellers pursuant to Section 6.4 shall be at the sole cost and expense of Sellers. All documented and out-of-pocket costs and expenses incurred by Sellers after the Closing at the request of Purchaser in connection with this Section 6.4 shall be reimbursed by Purchaser.

6.5 Tail Insurance Policy. At Purchaser's request, prior to the Closing, the Sellers will use commercially reasonable efforts, with Purchaser's cooperation, to acquire, at Purchaser's cost, a seven-year tail insurance policy for which Purchaser is listed as an additional insured with respect to product liability relating to the Canadian Products.

6.6 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 Sellers pursuant to this Agreement, including this Section 6.6(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.

6.7 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; (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) and (iii) the existence or occurrence of any event, fact or circumstance arising after the execution of this Agreement that would reasonably be expected to cause any condition set forth in Article VII not to be satisfied; provided that the delivery of any notice pursuant to this Section 6.7(a) will not limit the remedies available to Purchaser under or with respect to 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); (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; and (iii) any breach or inaccuracy of any representation or warranty contained in Article IV of this Agreement that would reasonably be expected to cause the conditions set forth in Article VII not to be satisfied; provided that the delivery of any notice pursuant to this Section 6.7(b) will not limit the remedies available to Sellers under or with respect to this Agreement.

6.8 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 6.8 shall be at Purchaser's expense.

6.9 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.

6.10 Change of Name. Promptly (and, in any event, within thirty (30) Business Days) following the Closing, each Seller shall, and shall cause their Subsidiaries to, discontinue the use of their current name (and any other trade names or "d/b/a" names currently utilized by each Seller or their Subsidiaries) and shall not subsequently change any of their names to or otherwise use or employ any name which includes the words "Teligent" without the prior written consent of Purchaser, and each Seller shall cause the name of Sellers in the caption of the Bankruptcy Case to be changed to the new names of each Seller.

6.11 Communications with Customers and Suppliers. Subject to Section 6.2(e), prior to the Closing, the Parties shall reasonably cooperate with each other in coordinating their communications with any customer, supplier or other contractual counterparty of Sellers in relation to this Agreement and the transactions contemplated hereby.

6.12 Exclusive License. With respect to each Product that is an Acquired Asset whose title is not transferred to Purchaser as of the Closing Date, Sellers hereby grant to Purchaser an irrevocable, exclusive, royalty-free, fully paid-up, sublicensable, transferable license under Sellers' rights in the applicable Marketing Authorizations to sell, distribute and otherwise commercialize or exploit such Product. For the avoidance of doubt, following the Closing, Purchaser will have full and exclusive rights to commercialize such Products and retain all profits and other benefits with respect thereto in accordance with the Transition Services Agreement.

6.13 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.

6.14 Purchase Orders. Prior to the Closing, the Sellers shall have submitted the purchase orders listed on Schedule 6.14.

6.15 Contract Manufacturers. Purchaser shall promptly provide all information regarding Purchaser reasonably requested by B. Braun Melsungen AG, Sterinova Inc., Panpharma S.A., Laboratoires Panpharma GmbH, and Sintetica SA for purposes of such parties' respective credit approval processes.

6.16 Insurance Matters. Purchaser acknowledges that, upon Closing, all nontransferable insurance coverage provided in relation to Sellers and the Acquired Assets that is maintained by any Seller or its Affiliates (whether such policies are maintained with third party insurers or with such Seller or its Affiliates) shall cease to provide any coverage to Purchaser and the Acquired Assets and no further coverage shall be available to Purchaser or the Acquired Assets under any such policies; provided, however, that Purchaser shall have the right to make claims and the right to proceeds with respect to any matter related to the Assumed Liabilities under any insurance policies for occurrence-based claims pertaining to, arising out of and inuring to the benefit of any Seller for all periods prior to the Closing, and Seller shall use commercially reasonable efforts to seek the maximum recovery or allow Purchaser to seek recovery under such insurance policies, in each case, at Purchaser's sole cost and expense, and Seller shall use commercially reasonable efforts to cooperate with Purchaser if it seeks recovery, with respect to such matters and shall remit any insurance proceeds actually obtained therefrom (net of such Seller's reasonable and documented costs and expenses of seeking such recovery, to the extent not otherwise paid or reimbursed by Purchaser) to Purchaser or its designee.

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 (that is final and non-appealable and has not been vacated, withdrawn or overturned) 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) the representations and warranties made by Sellers in Article III 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 terms “Material Contract”, “Material Customer” and “Material Supplier”)) has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(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;

(c) the Sale Order shall provide that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code, that Purchaser shall have no successor liability with respect to any of the Debtors and that all of the assets purchased from the Debtors shall be free of all liens, claims and Encumbrances;

(d) all pre- and post-petition lenders to the Company and its Subsidiaries shall have delivered a release of all pre- and post-petition liens and claims which it may have against any of the Acquired Assets being acquired from a Seller which is not a Debtor under Chapter 11 of the Bankruptcy Code in form and substance reasonably satisfactory to Purchaser;

(e) Sellers have not experienced a Material Adverse Effect after the date hereof;
and

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

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 2.5.

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, or appointing a trustee or examiner with respect to 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 either Purchaser or the Company to the other Party, if an Order of the Bankruptcy Court is entered denying approval of the Sale Order.

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 8.4, and Article X shall survive any such termination; provided further that 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 Breach by Purchaser. 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 damages incurred by Sellers as a result of such breach. Such remedy is in addition to all other rights and remedies available to Sellers hereunder or at law or in equity.

8.4 Deposit.

(a) In the event of a valid termination of this Agreement pursuant to Section 8.1(e) due to a breach by Purchaser, Sellers shall be entitled to receive the Deposit. In the event of such termination, the Parties shall direct the Escrow Agent to pay the Deposit to Sellers. The Sellers' receipt of the Deposit pursuant to this Section 8.4 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 direct the Escrow Agent to promptly return the Deposit to Purchaser.

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, GST/HST, provincial sales, 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”). Subject to Section 9.1(b) below, 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 this 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.

(b) If applicable, on Closing, Purchaser and Teligent Canada Inc. shall jointly execute an election under section 167 of the *Excise Tax Act* (Canada) so that no GST/HST will be payable in respect of the transactions contemplated by this Agreement. Purchaser shall file such election no later than the filing date for its GST/HST return for the reporting period in which the sale of the Acquired Assets takes place. Notwithstanding anything to the contrary in this Agreement, Purchaser shall indemnify and hold harmless the Sellers in respect of any GST/HST,

penalties, interest and any other amounts which may be assessed against the Sellers as a result of the transactions under this Agreement not being eligible for such election or as a result of the Purchaser's failure to file the election within the prescribed time. If any payment made by Purchaser or the Sellers as the result of a breach, modification or termination of this Agreement is deemed by the *Excise Tax Act* (Canada) to include GST/HST or is deemed by any applicable provincial or territorial legislation to include a similar value added or multi-staged tax, the amount of such payment shall be increased accordingly.

(c) At the request of Teligent Canada Inc., Purchaser and Teligent Canada Inc. shall, if applicable, jointly execute and file an election under subsection 20(24) of the *Income Tax Act* (Canada) and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed forms and within the time period permitted under the *Income Tax Act* (Canada) and under any other applicable provincial or territorial statute, as to such amount paid by Teligent Canada Inc. to the Purchaser for assuming future obligations. In this regard, the Purchaser and Teligent Canada Inc. acknowledge that a portion of the Acquired Assets transferred by Teligent Canada Inc. pursuant to this Agreement and having a value equal to the amount elected under subsection 20(24) of the *Income Tax Act* (Canada) and the equivalent provisions of any applicable provincial or territorial statute, is being transferred by Teligent Canada Inc. as a payment for the assumption of such future obligations by Purchaser.

9.2 Allocation of Purchase Price.

(a) For U.S. federal and applicable state and local income tax purposes, and for purposes of the *Income Tax Act* (Canada), Purchaser, Sellers, and their respective Affiliates shall, within forty-five (45) days following the Closing Date, allocate the Purchase Price (and the agreed value of any Assumed Liabilities or other capitalized costs treated as part of the Purchase Price for applicable income Tax purposes) among the Acquired Assets, and between Teligent Canada Inc. and the Seller(s) of the Acquired Assets other than Teligent Canada Inc. (and on a basis consistent with the foregoing shall allocate the agreed value of any Assumed Liabilities or other capitalized costs treated as part of the Purchase Price for applicable income Tax purposes among the Assumed Liabilities) in accordance with a methodology to be mutually agreed upon by the Parties (the "Allocation Methodology") and consistent with the requirements of Section 1060 of the Code and the regulations promulgated thereunder and any similar provision of applicable Law.

(b) 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 Methodology (as finally determined under this Section 9.2) and not take any Tax related action inconsistent with the Allocation Methodology, in each case, unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Code.

(c) Solely for purposes of calculating any applicable GST/HST and provincial sales taxes payable by the Purchaser under Section 9.1(a), if any, the Parties shall, no later than seven (7) days prior to the Closing Date, mutually agree on a preliminary allocation of the Purchase Price among the relevant categories of Acquired Assets, including an allocation of such Acquired Assets to be supplied in each province.

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 all Tax Returns with respect to the Acquired Assets for any Pre-Closing Tax Period. Except to the extent any Tax reflected on a Tax Return required to be prepared and filed by Sellers pursuant to this Section 9.4 is otherwise reflected as an adjustment to Purchase Price or constitutes an Assumed Liability, 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.

(d) Unless required by Law, Purchaser shall not file any Tax Return, file an amendment to any previously-filed Tax Return, or otherwise take any Tax position that has the effect of increasing any Tax due for a Pre-Closing Tax Period or portion of a Straddle Period

ending on the Closing Date and shall provide no less than five (5) days' notice of its position to the Company before filing any such Tax Return.

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.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided in this Agreement (including pursuant to Sections 1.5, 6.2(d), 6.4, 6.8, 8.2, and 8.4), 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, or (c) one (1) Business Day following the day on which the same has been delivered prepaid to a reputable international overnight air courier service, 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:

Hikma Canada Limited
c/o Hikma Pharmaceuticals USA Inc.
200 Connell Drive
Berkeley Heights, New Jersey 07922
Attention: Legal Department
E-mail: USLegal@Hikma.com

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

Hikma Canada Limited
Suite 1500
2 Queen Street East
Toronto, ON M5C 3G5
Canada

Troutman Pepper Hamilton Sanders LLP
400 Berwyn Park
899 Cassatt Road
Berwyn, PA 19312
Attention: Christopher S. Miller
Email: christopher.miller@troutman.com

and

Troutman Pepper Hamilton Sanders LLP
4000 Town Center, Suite 1800
Southfield, MI 48075
Attention: Deborah Kovsky-Apap
Email: deborah.kovsky@troutman.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 or any successor to the Canadian Business or any of the Acquired Assets (whether by merger, sale of assets or otherwise) 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 employ any of the Transferred Employees on and after the Closing Date (otherwise in accordance with Section 6.3) and 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 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 or otherwise, 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 other such 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 with respect to the Canadian Business 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.

(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 any transaction (or series of transactions), whether direct or indirect, constituting a sale of all or any material portion of the Acquired Assets.

(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 on or after the Closing Date.

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

(h) “Bidding Procedures Order” means that certain *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. 290] entered by the Bankruptcy Court on December 15, 2021.

(i) “Books and Records” means all of the Canadian Business’s current or historical books, records, files, invoices, inventory records, product specifications, advertising, marketing, and promotional materials, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, and documents, Tax Returns, ledgers, journals, title policies, 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 financial statements (including all books of accounts, ledgers, trial balances, etc. used in the preparation thereof), regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures,

flyers, pamphlets, web pages, etc.), consulting materials, opinions and other documents commissioned by or on behalf of the Canadian Business, development, quality control, quality assurance, regulatory, and pharmacovigilance records, in each case, owned by and in the possession or control of Sellers (whether or not in electronic form and including all data and other information stored on discs, tapes or other media).

(j) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in either Toronto, Ontario or New York City, New York are authorized or required by Law to be closed.

(k) “Canadian Business” means the generic pharmaceutical research, development, manufacturing, commercialization and distribution business for the Canadian market conducted by the Company and its Subsidiaries.

(l) “Canadian Distribution Licenses” means (i) the Drug Establishment License; and (ii) provincial licenses, permits, and registrations issued to Teligent Canada Inc. for the manufacturing, sale, or distribution of the Canadian Products, including any narcotics licenses, precursor licenses or dealer’s licenses.

(m) “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.

(n) “Closing Date Working Capital” means the amount of Working Capital as of 12:01 a.m. on the Closing Date.

(o) “Code” means the United States Internal Revenue Code of 1986, as amended.

(p) “Confidentiality Agreement” means the letter agreement dated as of October 12, 2021, by and between Raymond James & Associates, Inc. and the Purchaser.

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

(r) “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.

(s) “Copyrights” means copyrights (including such rights in software) and registrations and applications therefor, and works of authorship.

(t) “Current Assets” means (i) trade accounts receivable with respect to the Canadian Business with less than 60 days aging excluding any Intracompany Receivables, (ii) Inventory net of inventory reserve and excluding intercompany transfer price and (iii) prepaid expenses, in each case determined in accordance with GAAP and, to the extent consistent therewith, past practices.

(u) “Current Liabilities” means (i) trade accounts payable with respect to the Canadian Business excluding any Intracompany Payables and (ii) accrued discounts, backorder or other penalties and rebates payable to customers, in each case determined in accordance with GAAP and past practices. For clarity, the Current Liabilities include the Cure Costs.

(v) “Designation Deadline” means the date that is 30 calendar days after the Closing Date.

(w) “Distribution Licenses” means the Canadian Distribution Licenses.

(x) “Drug Establishment License” means the Drug Establishment License and its applicable annexes issued to Teligent Canada Inc. under Food and Drugs Act (Canada) and the Food and Drug Regulations made pursuant thereto, and all facility licenses and permits issued to Teligent Canada Inc. under the Canadian Controlled Drugs and Substances Act and the regulations made pursuant thereto.

(y) “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 and (ii) solely with respect to Acquired Assets owned by the Debtors, any claim (as defined in Section 101(5) of the Bankruptcy Code).

(z) “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”.

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

(bb) “ERISA” means the Employee Retirement Income Security Act of 1974.

(cc) “Escrow Agent” means Citibank, N.A. or any successor escrow agent mutually agreeable between the Company and the Purchaser.

(dd) “Exchange Act” means the Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(ee) “FDA” means the United States Food and Drug Administration.

(ff) “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.

(gg) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(hh) “Governmental Authorization” means any permit, license, franchise, certificate, approval, application, registration, drug listing, consent, permission, clearance, waiver, notification, designation, registration, certification, exemption, order, qualification authorization, Distribution License, or Marketing Authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law, including any Health Care Law.

(ii) “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).

(jj) “GST/HST” means any goods and services tax/harmonized sales tax imposed under Part IX of the Excise Tax Act (Canada).

(kk) “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 because of its dangerous or deleterious properties or characteristics, including petroleum and its by-products, asbestos, polychlorinated biphenyls, per- and polyfluoralkyl substances, explosives, radioactive materials, and solid wastes that pose imminent and substantial endangerment to health or the environment. For the avoidance of doubt, Hazardous Substances shall not cover communicable diseases, such as the “Coronavirus” or “COVID-19”.

(ll) “Health Canada Letters of Authorization” means the letters from the applicable holders of Canadian drug identification numbers notifying Health Canada of a change in Product ownership.

(mm) “Health Care Laws” include, but are not limited to the following: the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.) (“FDCA”); the Prescription Drug Marketing Act, as amended by the Drug Supply Chain Security Act; the Food and Drugs Act (Canada); and Food and Drugs Regulations (Canada); the Public Health Service Act (42 U.S.C. § 201 et seq.); the Federal Trade Commission Act (15 U.S.C. § 41 et seq.); the Controlled Substances Act (21 U.S.C. § 801 et seq.) (“CSA”); the Controlled Drugs and Substances Act (Canada); the Precursor Control Regulations (Canada); the Criminal Health Care Fraud Statute (18 U.S.C. § 1347); the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); the civil monetary penalties law (42 U.S.C. § 1320a-7a); the criminal False Claims Act (18 U.S.C. § 287); the civil False Claims Act (31 U.S.C. § 3729 et seq.); the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)); any regulations promulgated pursuant to such laws; and any other state, federal or ex-U.S. laws or regulations, including Canadian federal and provincial laws, governing the manufacturing, packaging, labeling, advertising, marketing, storage, import, export, promotion, distribution, or sale of Products, to the extent applicable to Sellers.

(nn) “Holdback Amount” means \$2,000,000.

(oo) “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.

(pp) “Intellectual Property” means all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) Copyrights; (iv) registrations and applications for any of the foregoing; (v) trade secrets; (vi) computer software; (vii) drawings, schematics and other technical plans; and (viii) all other intellectual property.

(qq) “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.

(rr) “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.

(ss) “Inventory” means all inventory with respect to the Canadian Products (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.

(tt) “Knowledge of Sellers” means the actual knowledge or knowledge which one would have after due inquiry of Mark Mantel, Vladimir Kasparov, Alyssa Lozynski, William Graham, and Dan Ratiu.

(uu) “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.

(vv) “Leasehold Improvements” means all buildings, structures, improvements and fixtures which are owned by a Seller and located on any Leased Real Property.

(ww) “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.

(xx) “Marketing Authorizations” means (i) 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 with respect to the Canadian Products 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 for the Canadian Products, but excluding in each case the Distribution Licenses.

(yy) “Marks” mean trademarks, service marks, trade dress, logos, corporate names, trade names and Internet domain names, and all applications and registrations therefor.

(zz) “Material Adverse Effect” means any event, change, development, or occurrence, (each, an “Effect”) that, individually or in the aggregate has, or would reasonably be expected to have, a material adverse effect on the Acquired Assets and Assumed Liabilities, taken as a whole; 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, (iii) any fire, flood, hurricane, earthquake, tornado, windstorm, or other similar calamity or similar act of God, (iv) any global or national health concern, epidemic, disease outbreak, pandemic (whether or

not declared as such by any Governmental 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) effects resulting from the Debtors filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code or the Company ceasing business operations (but, for clarity, the Canadian Business ceasing business operations may still be deemed a Material Adverse Effect), 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.

(aaa) “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).

(bbb) “Ordinary Course” means the ordinary and usual course of operations of the Canadian Business as operated by 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.

(ccc) “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.

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

(eee) “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.

(fff) “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 for which adequate reserves have been established in accordance with GAAP; (ii) with respect to Leased Real Property, easements, rights of way and similar non-monetary Encumbrances which do not, individually or in the aggregate, adversely affect the use or occupancy of such Leased Real Property as it relates to the Acquired Assets; (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 Leased Real Property, as applicable; and (iv) non-exclusive licenses of Intellectual Property granted in the Ordinary Course.

(ggg) “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.

(hhh) “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.

(iii) “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 Straddle Period.

(jjj) “Pre-Closing Tax Period” means any Tax period ending on or before the Closing Date and with respect to any Straddle Period, the portion thereof ending on the Closing Date.

(kkk) “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.

(lll) “Registered Intellectual Property” means all rights to registered Marks in Canada, and all Canadian pending applications for registration of Marks, any Canadian rights to registered Copyrights and applications for Copyright registration, and issued Patents and applications for Patents in Canada owned by any Seller and material to or useful in the Canadian Business.

(mmm) “Regulatory Documentation” means (i) all regulatory filings, underlying material data, datasets and supporting documents (including copies of all material correspondence between any of Sellers or their Affiliates and the applicable Governmental Body), GMP, material CMC and any pharmacovigilance data and documentation, preclinical and clinical studies and tests, (ii) any 510(k) clearance application or foreign equivalent, and all regulatory files related thereto, current approved packaging and any other existing files and dossiers, including the underlying data, datasets or information used to support, maintain or obtain marketing authorization, (iii) all records maintained under record keeping or reporting Laws of Health Canada, or any other Governmental Body, including all marketing applications, annual and safety reports, master files, warning letters, notices of adverse finding letters, Health Canada audit reports (including any responses to such reports), periodic safety update reports, complaint files, and annual product quality reviews, and (iv) the complete complaint, adverse event or adverse reaction reporting and medical inquiry filings with respect to any product line as required by applicable Health Care Laws.

(nnn) “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.

(ooo) “Sale Hearing” means the hearing conducted by the Bankruptcy Court to approve the transactions pursuant to the Sale Order.

(ppp) “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 F hereto, with such changes as may be required by the Bankruptcy Court that are in form and substance satisfactory to Purchaser and Sellers.

(qqq) “SEC” means the U.S. Securities and Exchange Commission.

(rrr) “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(sss) “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.

(ttt) “Seller Plan” means each 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.

(uuu) “Straddle Period” means any Tax period beginning before, and ending after, the Closing.

(vvv) “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.

(www) “Target Working Capital” means \$2,350,000.

(xxx) “Tax” or “Taxes” means any federal, provincial, 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, capital stock, franchise, profits, withholding, social security, unemployment, disability, 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, value added, GST/HST, import, export, alternative minimum or estimated tax, including any interest, penalty, additions to tax or additional amounts with respect thereto (or attributable to the nonpayment thereof), whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

(yyy) “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.

(zzz) “Transition Services Agreement” means a transition services agreement in substantially the form attached hereto as Exhibit G.

(aaaa) “Working Capital” means Current Assets minus Current Liabilities. For clarity, the following liabilities are not included in Working Capital: cash, taxes payable/receivable, employee related items, professional services and consulting services incurred by Sellers, Intracompany Payables and Intracompany Receivables.

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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 and accessible by Purchaser and its representatives with access to the Dataroom 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 noncompliance 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.

HIKMA CANADA LIMITED

By: _____
Name: Riad Mechlaoui
Title: Authorized Signatory

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: _____
Name:
Title:

IGEN, INC.

By: _____
Name:
Title:

TELIGENT PHARMA, INC.

By: _____
Name:
Title:

TELIGENT CANADA INC.

By: _____
Name:
Title:

TELIP, LLC

By: _____
Name:
Title: