

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

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Counsel for and Debtor and Debtor-in-Possession

In re:

NOSTRUM LABORATORIES, INC.,

Debtor.

Case No.: 24-19611/JKS

Chapter 11

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

**CERTIFICATION CONCERNING
PROPOSED AMENDED ORDER**

I, Timothy Neumann, certify that with respect to the proposed order submitted to the court, the following is true and correct to the best of my knowledge.

For the matter titled *Motion to Sell Property Free and Clear of Liens under Section 363(f)*, filed on April 4, 2025 (Dkt. 337):

- 1.) A hearing was held and the matter was marked “Order to be submitted.” All parties to the matter have reviewed the proposed AMENDED order (copy annexed hereto as Exhibit A) and agree that the proposed AMENDED order comports with the Court’s ruling and may be entered without being held for 7 days under D.N.J. LBR 9013-4(d).

OR

- 2.) A pending matter has been resolved. All parties to the matter have reviewed the proposed order and agree it may be entered without being held for 7 days under D.N.J. LBR 9013-4(d).

Consent Orders

- 3.) A proposed consent order relating to a pending matter has been submitted. All parties to the matter have reviewed the proposed consent order and agree it may be entered under D.N.J. LBR 9019-4(a).

OR

- 4.) An application and proposed consent order not relating to a pending matter has been filed under D.N.J. LBR 9019-4(b). All parties to the matter have reviewed the proposed consent order and agree it may be entered without being held for 7 days under D.N.J. LBR 9019-4(b). Final paragraph options:
- 5.) If submitting the consent order and this certification to the Court conventionally, I acknowledge the signing of same for all purposes, including those under Fed. R. Bankr. P. 9011.

OR

- 6.) If submitting or filing the consent order and this certification to the Court electronically, I will simultaneously electronically file this certification, thereby signing same for all purposes including those under Fed. R. Bankr. P 9011.

A copy of the proposed order has been provided to:

| Name | Relationship to the Case |
|--|--|
| Dipesh Patel, Esq. dpatel@dpillc.com | Attorney for MPP, LLC and Everest Lif Sciences, LLC |
| Robert M. Schechter, Esq. Email: RMSchechter@pbnlaw.com | Attorney for the Official Committee of Unsecured Creditors |
| Michael F. Medved, Esq, Email: MFMedved@pbnlaw.com | Attorney for the Official Committee of Unsecured Creditors |
| Julie M. Murphy, Esq. Email: Jmmurphy@stradley.com | Attorney for Citizens Bank, National Association |
| Eric R. von Helms, Esq. evonhelms@kmksc.com | Attorney for Bank of America |
| Leah Lerman, Esq. Leah.V.Lerman@usdoj.gov | Attorney for FDA |

I certify under penalty of perjury that the foregoing is true.

Date: April 21, 2025

/s/ Timothy P. Neumann, Esq.
Timothy P. Neumann, Esq.

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

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*Counsel for Debtor-in-Possession
Nostrum Laboratories, Inc.*

In re:

NOSTRUM LABORATORIES, INC.,

Debtor.

Case No.: 24-19611

Chapter 11

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

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

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

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Upon the motion [Docket No. 337] (the "Sale Motion"), of the above-captioned debtor and debtor in possession (collectively, the "Debtor"), seeking entry of an order (this "Sale Order"), pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 6004-1, 6004-2 and 6004-3 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), (a) authorizing and approving the Debtor's entry into and performance under the terms and conditions of that certain Asset Purchase Agreement, dated as of April 8, 2025 (together with the schedules and/or exhibits thereto and all related documents, and as may be amended, supplemented or otherwise modified from time to time after the date hereof, the "Purchase Agreement"), which is attached hereto as **Exhibit 1**, by and among Nostrum Laboratories, Inc. (the "Seller") and MPP Pharma, LLC (the "Buyer") pursuant to the terms of the Purchase Agreement, and all other ancillary documents (together with the Purchase Agreement, the "Transaction Documents"), (b) authorizing and approving the sale (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the Purchase Agreement, the "Sale") of the Purchased Assets (as defined in the Purchase Agreement) free and clear of all Liens, Claims and Interests (each as defined herein) and the assumption of the Assumed Liabilities to the extent set forth in the Purchase Agreement upon the closing of the Sale (the "Closing"), (c) authorizing the assumption and assignment of certain of the Seller's (as applicable) executory contracts and

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

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

FOUND, CONCLUDED AND DETERMINED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

Highest and Best Offer

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

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

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

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

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

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

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

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

Good Faith of Buyer

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

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

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

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

No Fraudulent Transfer

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

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

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

Validity of Transfer

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

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

Section 363(f) Is Satisfied

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

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

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

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

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

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

Assumption and Assignment of the Buyer Assumed Agreements

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

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

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

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

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

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In Re: Nostrum Laboratories, Inc

Case No.: 24-19611

Caption of Order: *Order Pursuant to Sections 105(A), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006 Approving the Sale of Certain of the Debtor's Assets to MPP Pharma LLC Free and Clear of Liens, Claims and Encumbrances and the Assumption and Assignment of Certain Contracts*

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

Prompt Consummation

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

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

1. The Sale Motion is **GRANTED**.
2. All objections to or reservation of rights with respect to the Sale Motion or the relief requested therein that have not been withdrawn or resolved as stated on the record of the Sale Hearing are overruled.
3. All persons and entities who did not object or withdraw their objections to the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.
4. The Purchase Agreement and the other Transaction Documents, and all terms and conditions thereof, are hereby approved.

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Transfer of the Purchased Assets

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

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

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

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

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

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

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

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

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

12. This Sale Order (a) shall be effective as a determination that, as of the Closing, (i) the Purchased Assets shall have been transferred to the Buyer free and clear of all Liens, Claims and Interests (including but not limited to those described herein), except to the extent set forth in the Purchase Agreement, and (ii) the conveyances described herein have been effected, and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and the other Transaction Documents.

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

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

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

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

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

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

No Successor or Transferee Liability

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

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

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

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

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

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

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

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

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

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

Good Faith of Buyer

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

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

Approval of the Assumptions and Assignments

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

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

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

Additional Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

39. This Court retains exclusive jurisdiction to:

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

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

C. enter orders in furtherance of the contemplated transactions;

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

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

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

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Authorizing the Debtor to Utilize Cash Collateral to (A) Pay Postpetition Associates' Wages, Salaries, Other Compensation and Reimbursable Expenses, (B) Continue the Associate Benefits Programs, and (C) Continue to Pay Key Vendors; and (II) Granting Related Relief [Docket No. 186] (the "Cash Collateral Order") with such funds to be deposited in the Debtor's Counsel's trust account at Closing and earmarked for funding the Carve-Out, whereupon such funding Citizens Bank N.A. (the "Prepetition Lender"), shall have no further obligation to fund the Carve-Out, and second for permanent application against the Prepetition Obligations, accrued Replacement Liens (as defined in the Cash Collateral Order) and the Adequate Protection Superpriority Claims (as defined in the Cash Collateral Order), which payments shall be deemed final and indefeasible. All payments to Prepetition Lender in connection herewith, including the earmarked payment to it and to Bank of America, as described below, shall not be subject to subordination, defense, counterclaim or offset of any kind and shall otherwise be unavoidable. Notwithstanding the foregoing, \$512,519.88 of the proceeds shall be deposited into the Debtor's counsel trust account at closing and earmarked for the benefit of the Prepetition Lender and Bank of America, N.A., jointly and severally, and shall not be deemed to be property of the Debtor's estate. Should the Prepetition Lender and Bank of America, N.A. fail to reach a resolution as to the allocation between them of the \$512,519.88 in earmarked funds deposited in the Debtor's counsel trust account at closing prior to April 30, 2025, either party may thereafter file the appropriate pleading with the Court, which may be on short notice, for release and/or allocation of such funds.

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In Re: Nostrum Laboratories, Inc

Case No.: 24-19611

Caption of Order: *Order Pursuant to Sections 105(A), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006 Approving the Sale of Certain of the Debtor's Assets to MPP Pharma LLC Free and Clear of Liens, Claims and Encumbrances and the Assumption and Assignment of Certain Contracts*

41. Solely with respect to any Excluded Asset (as defined in the Purchase Agreement), nothing in this Sale Order shall (i) be deemed a waiver of the rights and remedies of the Prepetition Lender under the Cash Collateral Order or the Prepetition Loan Documents (as such term is defined in the Cash Collateral Order); (ii) affect in any way the validity, perfection, priority or enforcement of the liens and claims granted to the Prepetition Lender under the Prepetition Loan Documents or in connection with the Cash Collateral Order; or (iii) affect or limit in any way the validity, perfection, priority or enforcement of the Prepetition Liens, the Adequate Protection Superpriority Liens, or Replacement Liens, (each as defined in the Cash Collateral Order), or any other rights and protections granted to the Prepetition Lender under the Cash Collateral Order or under the Prepetition Loan Documents (as defined in the Cash Collateral Order).

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

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

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- i. release, nullify, preclude or enjoin the enforcement of any police or regulatory power or any liability that any entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the date of entry of this Sale Order;
- ii. affect the setoff or recoupment rights of the United States;
- iii. confer exclusive jurisdiction to the Bankruptcy Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);
- iv. authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l) applications, (m) registrations, (n) billing numbers, (o) national provider identifiers, (p) provider transaction access numbers, (q) licenses, (r) permits, (s) covenants, (t) inventory, (u) guarantees, (v) indemnifications, (w) data, (x) records, or (y) any other interests belonging to the United States (collectively, “Federal Interests”) without compliance by the Debtor and Buyer with all terms of the Federal Interests and with all applicable non-bankruptcy law;
- v. be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests;

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- vi. waive, alter or otherwise limit the United States' property rights; or
- vii. expand the scope of 11 U.S.C. § 525.

In the event of an inconsistency or conflict between any provision of the Purchase Agreement and any provision of this Sale Order, as to the United States, the provisions of this Sale Order and federal law shall govern.