IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TELIGENT, INC., *et al.*,[1]	Case No. 21-11332 (BLS)
Debtors.	(Jointly Administered)
	Re: Docket Nos. 209, 290 and 373

NOTICE OF FILING OF ASSET PURCHASE AGREEMENT
WITH RESPECT TO SUCCESSFUL BIDDER OF FACILITY 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 Regarding Debtors' Facility Assets* [Docket No. 373] (the "Notice of Successful Bidder"). The Notice of Successful Bidder designated Leiters, Inc. as the Successful Bidder with respect to the Debtors' Buena, New Jersey facility and certain specific service and maintenance agreements and other related assets (the "Facility Assets").

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit 1 is a final copy of the asset purchase agreement with respect to the Facility 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

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Counsel to the Debtors and Debtors in Possession

EXHIBIT 1

Asset Purchase Agreement

EXECUTION VERSION
CONFIDENTIAL

ASSET PURCHASE AGREEMENT

DATED AS OF NOVEMBER 24, 2021

BY AND BETWEEN

LEITERS, INC., AS PURCHASER,

AND

TELIGENT, INC., AS THE COMPANY,

AND

THE OTHER SELLERS NAMED HEREIN

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ASSET PURCHASE AGREEMENT

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

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

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

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

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

ARTICLE I

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

1.1 Purchase and Sale of the Acquired Assets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) all Accounts Receivable;

(c) all Intracompany Receivables;

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

(e) all Distribution Licenses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Assumed Taxes;

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

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

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

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

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

(a) all Liabilities of Sellers for Indebtedness;

(b) all Intracompany Payables;

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

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

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

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

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

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

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

1.5 Assumption/Rejection of Certain Contracts.

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

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

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

1.6 Bulk Sales Laws.

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

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

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

ARTICLE II

CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment.

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

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

(ii) the assumption of Assumed Liabilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

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

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

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

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

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

3.4 Real Property.

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

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

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

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

3.6 Contracts.

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

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

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

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

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

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

3.8 Health Care Regulatory Matters.

Except as set forth on Schedule 3.8:

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

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

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

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

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

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

3.10 Tax Matters.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Company as follows.

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

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

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

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

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

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

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

4.8 Acknowledgment by Purchaser.

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

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

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

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

ARTICLE V

BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

COVENANTS AND AGREEMENTS

6.1 Conduct of Business of Sellers.

(a) Except as (i) required by applicable Law, (ii) required by order of the Bankruptcy Court or required, or authorized or restricted pursuant to the Bankruptcy Code, (iii) expressly contemplated or required by this Agreement or (iv) expressly set forth in Schedule 6.1(a), during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VIII), the Company shall use its and cause its Subsidiaries to use their commercially reasonable efforts to preserve the Acquired Assets and, unless Purchaser otherwise consents in writing, which consent shall not be unreasonably withheld, the Company shall, and shall cause each of its Subsidiaries to, pay all of their respective post-petition obligations in the Ordinary Course.

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

(c) Notwithstanding the foregoing, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VIII), unless Purchaser otherwise consents in writing, other than as set forth on Schedule 6.1(c),

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

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

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

6.2 Access to Information.

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

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

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

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

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

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

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

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

6.3 Environmental Matters.

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

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

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

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

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

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

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

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

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

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

6.4 Reasonable Efforts; Cooperation.

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

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

6.5 Notification of Certain Matters.

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

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

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

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

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

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

ARTICLE VII

CONDITIONS TO CLOSING

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3 Deposit.

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

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

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

8.4 Break-Up Fee; Expense Reimbursement.

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

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

ARTICLE IX

TAXES

9.1 Transfer Taxes.

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

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

9.2 Allocation of Purchase Price.

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

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

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

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

9.4 Preparation of Tax Returns and Payment of Taxes.

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

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

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

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

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

ARTICLE X

MISCELLANEOUS

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

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

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

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

Notices to Purchaser:

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

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

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

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

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

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

and:

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

10.4 Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

10.14 Governing Law; Waiver of Jury Trial.

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

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

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

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

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

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

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

ARTICLE XI

ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

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

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

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

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

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

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

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

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

(i) "Books and Records" means all books, records, files, invoices, inventory records, product specifications, advertising, marketing, and promotional materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and laboratory books, credit records of customers and audited financial statements (including all books of accounts, ledgers, trial balances, etc. used in the preparation thereof) for the six (6) fiscal years prior to the Closing Date (including all data and other information stored on discs, tapes or other media).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ll) "Inventory" means all inventory (including active pharmaceutical ingredients, finished goods, supplies, raw materials, work in progress, and component parts) maintained or held by, stored by or on behalf of, or in transit to, any of Sellers, whether for sale or non-commercial use (e.g., validation) or otherwise, together with any interests therein, including (i) being held by customers pursuant to consignment arrangements or (ii) being held by suppliers or vendors under tolling or similar arrangements.

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

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

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

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

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

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

(ss) "Material Adverse Effect" means (A) any event, change, development, or occurrence, (each, an "Effect") that, individually or in the aggregate has, or would reasonably be expected to have, a material adverse effect on the Acquired Assets and Assumed Liabilities, taken as a; provided that none of the following shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: any Effect arising from or relating (and solely to the extent arising from or relating) to (i) general business or economic conditions affecting the industry in which the Company and its Subsidiaries operate, (ii) general national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices (provided that such events do not have a materially disproportionate impact on the Owned Real Property relative to other similar facilities in the U.S.), (iii) any fire, flood, hurricane, earthquake, tornado, windstorm, or other similar calamity or similar act of God (provided that such events do not have a materially disproportionate impact on the Owned Real Property relative to other similar facilities in the U.S.), (iv) any global or national health concern, epidemic, disease outbreak, pandemic (whether or not declared as such by any Governmental Body and including the "Coronavirus" or "COVID-19") or any Law issued by a Governmental Body requiring business closures, quarantine or "sheltering-in-place" or similar restrictions that arise out of such health concern, epidemic, disease outbreak or pandemic (including the "Coronavirus" or "COVID-19") or any change in such Law following the date of this Agreement, (v) general financial, banking, or securities market conditions, (vi) the announcement or pendency of this

Agreement or the transactions contemplated hereby or the identity, nature or ownership of Purchaser, (vii) changes after the date hereof in GAAP, (viii) changes after the date hereof in Laws, (ix) any failure, in and of itself, of Sellers to achieve any budgets, projections, forecasts, estimates, predictions, or guidance, (x) the Company ceasing business operations, or (xi) (A) the commencement or pendency of the Bankruptcy Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby or thereby, (2) the reorganization of Sellers, (3) the Bidding Procedures Order or (4) the assumption or rejection of any Assigned Contract otherwise in compliance with this Agreement; or (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Subsidiaries required to be taken (or not to be taken) to comply therewith or (B) a Major Casualty/Condemnation.

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

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

(vv) "Organizational Documents" means (i) the articles or certificates of incorporation and the bylaws of a corporation, (ii) the partnership agreement and any statement of partnership of a general partnership, (iii) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (iv) the operating or limited liability company agreement and the certificate of formation of a limited liability company, (v) any charter, joint venture agreement or similar document adopted or filed in connection with the creation, formation or organization of a Person not described in clauses (i) through (iv), and (vi) any amendment to or equivalent of any of the foregoing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Sampling	6.3(b)
Schedules	Article III
SEC	11.1(kkk)
Securities Act	11.1(lll)
Seller	Preamble
Seller Fundamental Representations	7.2(a)
Seller Parties	11.1(mmm)
Seller Plan	11.1(nnn)
Sellers	Preamble
Straddle Period	11.1(ooo)
Straddle Period Taxes	9.4(c)
Subsidiaries	11.1(ppp)
Subsidiary	11.1(ppp)
Successful Bidder	5.1(e)
Tax	11.1(qqq)
Tax Escrow	1.6(b)
Tax Return	11.1(rrr)
Taxes	11.1(qqq)
Transfer Taxes	9.1

11.3 Rules of Interpretation.

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

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

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

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

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

(e) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in

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

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

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

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

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

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

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

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

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

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

[*Signature pages follow*.]

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

LEITERS, INC.

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

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

TELIGENT, INC.

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

IGEN, INC.

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

TELIGENT PHARMA, INC.

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