IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AKORN, INC., *et al.*,[1]	)	Case No. 20-11177 (KBO)
Debtors.	)	(Jointly Administered)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF CERTAIN EQUITY INTERESTS IN NON-DEBTOR AKORN INDIA PRIVATE LIMITED PURSUANT TO 11 U.S.C. § 363 OF THE BANKRUPTCY CODE, (II) AUTHORIZING THE RETENTION AND EMPLOYMENT OF PRICEWATERHOUSECOOPERS CORPORATE FINANCE LLC IN CONNECTION THEREWITH, EFFECTIVE AS OF THE PETITION DATE, AND (III) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state as follows in support of this motion:[2]

Relief Requested

1. The Debtors seek entry of an order (the "Order"), attached hereto as **Exhibit A**, (a) pursuant to the terms and conditions of that certain Share Purchase Agreement, substantially in the form attached hereto as **Exhibit B** (the "Share Purchase Agreement"), by and among Debtor

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if any, are: Akorn, Inc. (7400); 10 Edison Street LLC (7890); 13 Edison Street LLC; Advanced Vision Research, Inc. (9046); Akorn (New Jersey), Inc. (1474); Akorn Animal Health, Inc. (6645); Akorn Ophthalmics, Inc. (6266); Akorn Sales, Inc. (7866); Clover Pharmaceuticals Corp. (3735); Covenant Pharma, Inc. (0115); Hi-Tech Pharmacal Co., Inc. (8720); Inspire Pharmaceuticals, Inc. (9022); Oak Pharmaceuticals, Inc. (6647); Olta Pharmaceuticals Corp. (3621); VersaPharm Incorporated (6739); VPI Holdings Corp. (6716); and VPI Holdings Sub, LLC. The location of the Debtors' service address is: 1925 W. Field Court, Suite 300, Lake Forest, Illinois 60045.

[2] A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Duane Portwood in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 15] (the "First Day Declaration"), filed contemporaneously with the Debtors' voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), on May 20, 2020 (the "Petition Date"). Capitalized terms used but not otherwise defined in this motion shall have the meanings ascribed to them in the First Day Declaration.

Akorn Inc. ("Akorn"), non-Debtor WorldAkorn Pharma Mauritius ("Akorn Mauritius"), non-Debtor Akorn India Private Limited ("AIPL"), and Biological E. Limited (the "Purchaser"), authorizing Akorn (together with Akorn Mauritius, the "Sellers") to sell its equity interests (the "Interests") in AIPL, free and clear of all liens, claims, and encumbrances (collectively, the "Liens"), with such Liens attaching only to the sale proceeds with the same validity, priority, force and effect such Liens had on the Interests immediately prior to the sale, (b) authorizing the retention of PricewaterhouseCoopers Corporate Finance LLC ("PwC CF") in connection therewith, and (c) granting related relief.

2. In support of this motion, the Debtors respectfully submit the declaration of Jennifer Bowles (the "Bowles Declaration"), a copy of which is attached hereto as **Exhibit C**, and the declaration of Howard DeGraff Wolfe III (the "Wolfe Declaration"), a copy of which is attached hereto as **Exhibit D**.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are sections 105, 327(a), 328, 363, and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 6004 and 2014, and Local Rules 2014-1(a), 2016-1, 6004-1, and 9013 -1.

Background

6. Akorn, Inc., together with its Debtor and non-Debtor subsidiaries (collectively, the "Company") is a specialty pharmaceutical company that develops, manufactures, and markets generic and branded prescription pharmaceuticals, branded as well as private-label over-the-counter consumer health products, and animal health pharmaceuticals. The Company is an industry leader in the development, manufacturing, and marketing of specialized generic pharmaceutical products in alternative dosage forms. Headquartered in Lake Forest, Illinois, the Company has approximately 2,180 employees worldwide and maintains a global manufacturing presence, with pharmaceutical manufacturing facilities located in Illinois, New Jersey, New York, Switzerland, and India. The Company's operations generated approximately $682 million in revenue and approximately $124 million of Adjusted EBITDA in 2019. The Debtors commenced these chapter 11 cases to conduct an orderly sale process that will position the Debtors for sustained future success by right-sizing their balance sheet and addressing their litigation overhangs.

7. On the Petition Date, each of the Debtors filed a voluntary petition with the Court under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 57]. On June 3, 2020, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee")

[Docket No. 125]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

Share Purchase Agreement

I. The Sellers' Interest in AIPL.

8. AIPL is an Indian private limited company with a manufacturing facility for sterile injectable products for use in the pharmaceutical industry. AIPL has 4,852,377 equity securities issued and outstanding, of which Akorn owns just 1,000 (or 0.02%). Akorn Mauritius owns the remaining 4,851,377 (or 99.98%) of the equity securities in AIPL.[3]

9. Prior to the commencement of these chapter 11 cases, Akorn determined that AIPL's operations were no longer part of Akorn's core, go-forward business strategy. To facilitate the exit of its investment in AIPL's operations, Akorn, with the assistance of PwC CF, launched a process to market AIPL's operations for potential sale to third parties. As discussed further herein, this led to hard-fought, arms'-length negotiations with multiple bidders, ultimately culminating in an agreement to convey the Interests to the Purchaser in exchange for $10 million in cash, subject to withholding taxes, if any, and adjustment for certain net working capital items, as specified in the Share Purchase Agreement (the "Purchase Consideration"). The terms and conditions of the sale (the "Sale Transaction") are set forth in the Share Purchase Agreement, and Akorn now, in an exercise of its sound business judgment, seeks to perform all obligations under the Share Purchase

[3] Non-Debtor Akorn Mauritius is a subsidiary of Akorn and non-Debtor Akorn AG. The property of a debtor's estates "does not include the property of the debtor's non-filing subsidiaries." *In re Am. Int'l Refinery*, 402 B.R. 728, 742 (Bankr. W.D. La. 2008). This applies even if the debtor wholly owns the subsidiary. *See id.* (quoting *Regency Holdings (Cayman), Inc. v. Microcap Fund, Inc. (In re Regency Holdings (Cayman), Inc.)*, 216 B.R. 371, 375 (Bankr. S.D.N.Y. 1998)). In addition, a non-filing subsidiary of a debtor is not prohibited from selling its assets simply because it would decrease the value of the debtor's shares in the subsidiary. *See Kreisler v. Goldberg*, 478 F.3d 209, 214 (4th Cir. 2007) (citing *In re Calvert*, 135 B.R. 398, 402 (Bankr. S.D. Cal.1991)); *see also Spring Real Estate, LLC v. Echo/RT Holdings, LLC*, No. CV 7994-VCN, 2016 WL 769586, at *3 (Del. Ch. Feb. 18, 2016) ("Further, an act of a subsidiary that decreases the value of the shares of the subsidiary owned by its parent does not confer to a trustee of the parent standing to challenge the subsidiary's transfer.").

Agreement, including the disposition of its 0.02% of AIPL Interests. The Debtors believe that it is beneficial to their reorganization to consummate the Sale Transaction as expeditiously as possible to minimize any further costs to the estate associated with its continued investment in AIPL's operations.

II. The Retention of PricewaterhouseCoopers Corporate Finance LLC.

10. Following its decision to divest its AIPL operations, Akorn determined that a private sale following a competitive marketing process would be the most efficient and effective method by which to sell AIPL's operations. *See* Bowles Decl. ¶ 3. Through a private sales process, Akorn was able to conduct a comprehensive and thorough market-test of the Purchase Consideration without the high transaction costs and lack of certainty regarding financing and timing that are unavoidable in a public auction. In addition, Akorn was able to evaluate and consider offers to purchase the assets of AIPL and offers to purchase the Interests of AIPL. *See id*. This gave Akorn additional flexibility to achieve the best outcome and highest purchase price. To run the private sale, the Debtors retained PwC CF as financial advisor pursuant to engagement letter dated as of the April 25, 2019 (the "Engagement Letter"), a copy of which is attached hereto as **Exhibit 1** to **Exhibit D**.[4]

11. Pursuant to the Engagement Letter, PwC CF is entitled to a $250,000 advisory fee (the "Advisory Fee") and a success fee (the "Success Fee"). The Advisory Fee is paid in two parts—$150,000 upon signing of the Engagement Letter, which has been paid, and $100,000 upon the signing of the Share Purchase Agreement, which is yet to be paid. The Success Fee is owed

[4] Any summary of or reference to the terms and conditions of the Engagement Letter provided in this Application is for the Court's convenience. To the extent that any such summary or reference conflicts with the actual terms and conditions of the Engagement Letter, as the same may be limited or modified herein or by the Proposed Order, as entered by the Court, the actual terms and conditions of the Engagement Letter shall control. The term "Sale" is specifically defined in the Engagement Letter.

upon the closing of the Sale (as defined in the Engagement Letter) and is the greater of $700,000 or 2.00% of the Purchase Consideration. Through this motion, the Debtors request approval of PwC CF's retention in connection with the Sale Transaction pursuant to section 327(a) of the Bankruptcy Code.[5] PwC CF is a registered broker dealer and a member of FINRA and SIPC. PwC CF is a wholly owned subsidiary of PricewaterhouseCoopers LLP ("PwC LLP"), the United States-based firm of a global network of separate and independent member firms that operate locally in countries around the world. The Debtors have submitted the Wolfe Declaration in support of its retention of PwC CF.

III. The Marketing Process.

12. In May 2019, the Sellers initiated an extensive marketing process with respect to their Interests in AIPL. The Sellers worked closely with PwC CF to identify potential purchasers, which resulted in PwC CF reaching out to approximately 90 parties during the marketing process. Over the next several months, potential purchasers engaged in discussions with PwC CF, with thirteen such potential purchasers executing a non-disclosure agreement and four completing a site visit. On average, there were two to five potential purchasers actively engaged in the marketing process during this time. *See* Bowles Decl. ¶ 4.

13. In early February 2020, two of these potential purchasers (Purchaser and "Party B")[6] submitted non-binding offers ("NBOs") to purchase the Interests of AIPL and to continue to engage in the marketing process with PwC CF.[7] Following the submission of the

[5] The Debtors are also planning to separately retain the services of PricewaterhouseCoopers Advisory Services LLC ("PwC Advisory") to provide advisory services to the Debtors unrelated to the Sale (as defined in the Engagement Letter).

[6] Due to confidentiality restrictions, the Debtors have not disclosed the names of the other interested parties.

[7] A third party submitted an NBO back in October 2019, but ultimately decided not to fully engage in the marketing process.

NBOs, PwC CF granted these potential purchasers access to a virtual data room and responded to additional diligence requests. Akorn established a March 20, 2020, deadline for binding offers. *See* Bowles Decl. ¶ 5.

14. On March 20, 2020, Akorn received a binding offer from Purchaser. Party B requested an extension to March 31, 2020, to submit a binding offer due to COVID-19 related delays, while two additional parties ("Party C" and "Party D") remained in the preliminary stages of the marketing process. Over the next few weeks, Party B remained actively engaged in the marketing process, but continued to ask for extensions to submit a binding bid. Party D remained active in its review of initial materials but did not make any efforts to submit either a binding or non-binding offer, while Party C's interest waned. *See* Bowles Decl. ¶ 6.

15. In early April 2020, Akorn and the Purchaser began a non-exclusive negotiation of the definitive documentation necessary to implement the Sale Transaction. During that process, Party B submitted its own binding offer on April 22, 2020, but was informed that its offer was not competitive. In order to continue participating in the sale process, Akorn and PwC CF informed Party B that it needed to improve its offer. On April 30, 2020, Party B submitted a revised binding offer that was competitive with the Purchaser's binding offer. *See* Bowles Decl. ¶ 7.

16. In May 2020, Akorn and the Purchaser continued their non-exclusive negotiation of the Share Purchase Agreement and other definitive documentation, while Party B, based on its revised binding offer, was provided a draft of the Share Purchase Agreement to begin negotiating key issues and terms in the event it was ultimately selected as the prevailing bidder. Party D, who had previously declined to submit an offer, conducted another review of the materials and held a follow up call to address a number of questions. *See* Bowles Decl. ¶ 8.

17. In late May 2020, Akorn held principal-level discussions with both the Purchaser and Party B on the open commercial points with respect to the Sale Transaction. Party D ultimately submitted a NBO on May 16, 2020, and was provided access to the virtual data room. Given the advanced stages of discussions with Purchaser and Party B, however, Akorn informed Party D that it would not advance the process with Party D unless the other parties declined to proceed with the transaction. *See* Bowles Decl. ¶ 9.

18. Ultimately, following extensive, arms'-length negotiations with both the Purchaser and Party B, Akorn determined that the offer by the Purchaser represented the highest and otherwise best bid for the Interests of AIPL. On June 17, 2020, the Sellers and the Purchaser finalized the form of Share Purchase Agreement attached hereto as **Exhibit B**, subject to approval of this Court authorizing Akorn's disposition of its 0.02% of Interests. *See* Bowles Decl. ¶ 10.

IV. Summary of Terms.

19. Pursuant to the terms and conditions of the Share Purchase Agreement, and subject to Court approval, Akorn will sell all Interests in AIPL to the Purchaser free and clear of all Liens[8] pursuant to section 363(f) of the Bankruptcy Code in exchange for the Purchase Consideration. The following is a summary[9] of the terms and conditions of the Share Purchase Agreement:[10]

Provision	Summary Description
Sellers	Akorn and Akorn Mauritius
Purchaser	Biological E. Limited
Acquired Assets	100% of the Interests of AIPL.

[8] Pursuant to the Standstill Agreement (as such term is defined in the First Day Declaration), Akorn pledged 100% of its ownership of AIPL to the Term Loan Lenders (as such term is defined in the First Day Declaration).

[9] To the extent any summary of the Share Purchase Agreement included in this motion differs in any way from the terms and conditions of the Share Purchase Agreement, the actual terms of the Share Purchase Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Share Purchase Agreement.

[10] Pursuant to Local Rule 6004-1(b)(iv), a Sale Motion (as defined in the Local Rules) must highlight certain provisions. Accordingly, the relevant provisions implicating Local Rule 6001-1(b)(iv) are included in this summary.

	See Share Purchase Agreement, Preamble, § 3.4
Purchase Consideration	USD $10,000,000 *See* Share Purchase Agreement, § 3.1, Schedule I, Part A
Sale to Insider Local Rule 6004-1(b)(iv)(A)	The Purchaser is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.
Agreements with Management Local Rule 6004-1(b)(iv)(B)	The Share Purchase Agreement does not contemplate any agreements with management.
Releases Local Rule 6004-1(b)(iv)(C)	Upon completion of the transfer of the Sale Shares from each of the Sellers to the Purchaser and/or the Purchaser Nominee in accordance with the terms hereof, each Seller hereby, for itself and each of its Affiliates, employees, officers, directors, representatives and any other Person claiming through such Seller (each, a "Releasing Party"), in respect of any matters, events or circumstances prior to the Closing Date, fully, finally, unconditionally and irrevocably: (i) waives and forever disclaims any and all of the rights to which they now or hereafter may be entitled to against AIPL or the shareholders of AIPL ("Shareholders"), and each of their respective officers, directors, shareholders, Affiliates and employees, (each, a "Released Party") resulting from, arising out of or in connection with any previous agreement amongst any of such parties (including the Ancillary Agreements and the Expired Agreements) or the Constitutional Documents; (ii) releases and absolutely forever discharges AIPL and the Shareholders from and against all Released Matters (*as defined hereinafter*); and (iii) confirms that no dues or claims are or will be payable or obligations will be due from any Released Party, whether presently known or unknown, or in existence now or in the future, against such parties resulting from, arising out of or in connection with the Constitutional Documents, the Ancillary Agreements, the Expired Agreements or the Released Matters, whether as indemnity or otherwise. For the purposes of this Clause, "Released Matters" shall mean any and all Losses, claims, liabilities, obligations, and causes of action of any nature whatsoever that such Releasing Party now has, or at any time previously had, or shall or may have in the future, all in respect of any matters, events or circumstances prior to the Closing and in each case relating to AIPL, whether in Law, contract, or otherwise. *See* Share Purchase Agreement, § 2.4
Sale Local Rule 6004-1(b)(iv)(D)	The sale of the Interests of AIPL does not contemplate an auction. Pursuant to Local Rule 6004-11(b)(iv)(D), the business justifications for the sale are set forth in this motion.
Conditions Precedent Local Rule 6004-1(b)(iv)(E)	The obligation of the Purchaser to purchase the Interests shall be subject to the fulfillment of all of the following conditions: (i) The Sellers shall provide a written confirmation, as provided in Schedule II, to the Purchaser stating that: (i) there has been no breach of the Warranties and each of the Warranties shall be true, accurate and complete in all respects as on the Closing Date, with the same force and effect as if they had been made on and as of such date; (ii) AIPL is in compliance with the requirements of Clause 5 and Clause 11.4; and (iii) since the date of the Agreement nothing has occurred which has had or could reasonably be expected to have a Material Adverse Effect; (ii) The Sellers and AIPL shall have finalized and delivered to the Purchaser and Purchaser Nominee (if so applicable), all necessary information, annexures and supporting documents with respect to the transfer of Akorn Mauritius Shares and

	Akorn Shares that are requested by the Purchaser and Purchaser Nominee (if so applicable) for the purposes of filing the Form FC-TRS; (iii) AIPL shall have appointed a valuer who shall either be a registered chartered accountant in India or a merchant banker registered with the Securities Exchange Board of India, permitted to issue a valuation report under the Foreign Exchange Laws and shall have obtained from such valuer a valuation report, determining the fair market value of the Sale Shares, in accordance with the pricing guidelines prescribed by the Reserve Bank of India and shall deliver a copy of the same to the Purchaser; (iv) AIPL shall make all necessary applications and take such other actions as required in relation to reserving new names of AIPL, intimated by the Purchaser in writing, without using the words "AKORN"; (v) A duly executed termination agreement terminating the Ancillary Agreements (as defined in the Share Purchase Agreement) with effect from the Closing Date, will be delivered to the Purchaser: (a) Manufacturing and royalty agreement dated February 1, 2014, along with any addendum (if any), executed between AIPL and Akorn; (b) Trademark license agreement dated September 2016, along with any addendum (if any), executed between AIPL and Akorn; (c) Inter-company agreement dated September 9, 2019 executed between AIPL and Akorn; and (d) Secondment agreement dated September 9, 2019 executed between AIPL and Rishabh Jain; (vi) Akorn shall procure an unconditional release of the Encumbrance created upon Akorn's Interests in favour of Wilmington Savings Fund Society to the satisfaction of the Purchaser ("Encumbrance Release Letter"); (vii) The Sellers shall deliver to the Purchaser the Transaction Tax Documents in form and substance satisfactory to the Purchaser; (viii) Each of the Sellers shall have prepared and kept ready undated, executed share transfer forms for the transfer of the Sale Shares in favour of the Purchaser and/or the Purchaser Nominee, subject to payment of applicable stamp duty by the Purchaser on the share transfer forms; (ix) AIPL shall have (a) provided the Purchaser with copy of the actuarial valuation as of March 31, 2020 of its obligation under the Payment of Gratuity Act, 1972 and payment of leave encashment towards its employees; and (b) undertaken an actuarial valuation, as of 30 June 2020, of its obligation under the Payment of Gratuity Act, 1972 and payment of leave encashment towards its employees; (x) The Sellers shall obtain an order from the relevant bankruptcy court in United States approving the sale of Sale Shares in accordance with the terms of the Share Purchase Agreement; (xi) Each of the Sellers shall provide to the Purchaser a no-objection certificate issued by the income tax assessing officer pursuant to Section 281 of the IT Act ("Section 281 Certificate") with respect to the sale of the Sale Shares and such Section 281 Certificate remaining valid as of the Closing Date. Provided if the Sellers are unable to procure the Section 281 Certificates within 30 days of the Execution Date, then each of the Sellers shall instead provide to the Purchaser a certificate from a reputed chartered accountant (in the form acceptable to the Purchaser) ("CA Certificate") confirming that there are no pending or threatened

	(in writing) proceedings for any Tax liability of such Seller and/ or any pending Tax liability payable to the Tax Authority by such Seller under the IT Act as on the Closing Date; (xii) AIPL shall, and the Sellers shall cause AIPL to, undertake all necessary corporate actions to split any of share certificates held by Akorn Mauritius in such a manner so as to facilitate transfer of one (1) Sale Share in favor of the Purchaser Nominee; (xii) AIPL shall, and the Sellers shall cause AIPL to: (a) pay the DC Payables; (b) obtain no-dues certificates from Mr. Dheeraj Chopra in relation to the DC Payables; and (c) AIPL and the Sellers shall have provided a written confirmation (as provided in Schedule II) to the Purchaser stating that AIPL has fully and finally paid the DC Payables; (xiv) AIPL shall, and the Sellers shall cause AIPL to: (a) organize a virtual tour of the Manufacturing Facility for the Purchaser and/or its representatives; and (b) make best efforts to provide the Purchaser and/or its representatives with physical access to the Manufacturing Facility during a site visit; (xv) AIPL shall, and the Sellers shall cause AIPL to: (a) prior to the Closing Date, provide the Purchaser and/or its representatives access to necessary documents, records, work papers and information (in electronic or other format) with respect to AIPL and the relevant employees, as may be reasonably required by the Purchaser, for the purpose of integration of their respective ERP systems (including cost and profit center codes within such systems); and (b) on or immediately prior to the Closing Date, provide the Purchaser with a balance statement (as of one day prior to the Closing Date) setting out the true and accurate closing balances / amounts for each such cost and profit center codes ("Integration Exercise"); (xvi) AIPL shall and the Sellers shall cause AIPL to, provide the Purchaser with copies of the acknowledgement letters issued by the Reserve Bank of India pursuant to each Form FC-GPR relating to the allotments of: (i) 28,196 Shares to Akorn Mauritius on November 25, 2013; and (ii) 159,093 Shares to Akorn Mauritius on August 25, 2014, failing which, AIPL shall, if required, initiate actions for the filing of necessary compounding applications with the Reserve Bank of India for compounding of violation of Foreign Exchange Laws; (xvii) AIPL and the Sellers shall provide the Purchaser with a list of any corporate name, brand name, copyright, trademark, trade name, design or logos of each of the Sellers or their respective Affiliates (or any variations thereof) ("Identified Brands") that are necessary for the Purchaser to fulfil its obligations under Clause 7.7.1 below; and (xviii) AIPL shall and the Sellers shall cause AIPL to file applications with the trademark registry for effecting the change in proprietorship of the subsisting trademarks set out in Schedule VI from the Kilitch Drugs (India) Limited to Akorn Private Limited. *See* Share Purchase Agreement, §§ 4.1.1–4.1.18
Closing and Other Deadlines Local Rule 6004-1(b)(iv)(E)	The Closing (the "Closing") of the transaction shall take place at the registered office of AIPL or at such other place as may be mutually agreed in writing by the Parties. Subject to Clause 3.5.3 of the Share Purchase Agreement, the Closing shall occur within seven (7) Business Days from the date on which the CP Satisfaction Notice is received by the Purchaser (unless the Purchaser has notified

	AIPL and the Sellers, in writing, that any one or more of the Conditions Precedent have not been completed to its satisfaction), or such other date as may be mutually agreed in writing between the Parties ("the Closing Date"). Closing shall not occur unless all of the obligations specified in the Share Purchase Agreement, intended to take place on or prior to the Closing Date are complied with. *See* Share Purchase Agreement, §§ 6.1, 6.5
Good Faith Deposit Local Rule 6004-1(b)(iv)(F)	None
Interim Arrangements with Proposed Buyer Local Rule 6004-1(b)(iv)(G)	None
Use of Proceeds Local Rule 6004-1(b)(iv)(H)	The proceeds from the Sale Transaction are expected to be used in accordance with Section 5.20 of that certain Senior Secured Super-Priority Term Loan Debtor-In-Possession Loan Agreement, dated as of May 2020, by and among the Debtors, the lenders party thereto, and Wilmington Savings Fund Society, FSB (the "DIP Credit Agreement"):[11] (a) In the event that, at least ten (10) Business Days prior to the closing of the Agreement (the "Stalking Horse APA"), the Sale Transaction is consummated, then the Debtors shall, to the extent permissible under applicable law and any other legally binding obligations of any of its Subsidiaries who are not Loan Parties to, immediately prior to the closing of the Stalking Horse APA, declare and otherwise consummate any dividend, distribution or similar transaction (as may be requested by the Purchaser (the "Stalking Horse Purchaser")), or otherwise repay any intercompany Indebtedness, such that, subject to Section 5.20(d), all cash and cash equivalents of any such Person are held by a Loan Party as of immediately prior to the closing of the Stalking Horse APA. (b) In the event that the Sale Transaction is consummated after the date that is ten (10) Business Days prior to the closing of the Stalking Horse APA, then subject to Section 5.20(d), the Debtors shall pay, or cause to be paid, to the Stalking Horse Purchaser all cash and cash equivalents of any such Person and the net cash proceeds received in consideration therefor no later than the later of the closing date of the Stalking Horse APA and the date that is five (5) Business Days following receipt thereof. (c) In the event that the Sale Transaction is consummated after the closing of the Stalking Horse APA, then, subject to Section 5.20(d), the Debtors shall pay or cause to be paid, to the Stalking Horse Purchaser all cash and cash equivalents of any such Person and the net cash proceeds received in consideration therefor no later than the date that is five (5) Business Days following receipt therefor. (d) The cash and cash equivalents contemplated by Section 5.20(a), 5.20(b) and 5.20(c) and the net cash proceeds contemplated by Section 5.20(b) and 5.20(c) shall be determined net of (i) any applicable fees, expenses, and Taxes of the Debtors or any of its Subsidiaries in connection with consummation of the Sale

[11] Capitalized terms used but not otherwise defined in this section only shall have the meanings ascribed to them in the DIP Credit Agreement.

	Transaction or in connection with the distribution of such amounts from the applicable Subsidiary to the applicable Loan Party, and (ii) any holdbacks, reserves, escrows, or other similar amounts in respect of indemnification, purchase price adjustments, or other contingent obligations of the Debtors or any of its Subsidiaries in connection with such sale or disposition or in connection with such distribution; provided that upon release, expiration, or other applicable termination of such contingent obligations, any such amounts, subject to the immediately preceding clause (i), shall be promptly paid to the Stalking Horse Purchaser. *See* DIP Credit Agreement, § 5.20 [Docket No. 14, Exhibit B]
Tax Exemption Local Rule 6004-1(b)(iv)(I)	None
Record Retention Local Rule 6004-1(b)(iv)(J)	Not applicable
Sale of Avoidance Actions Local Rule 6004-1(b)(iv)(K)	None
Successor Liability Local Rule 6004-1(b)(iv)(L)	The Sellers are the sole legal and beneficial owners of their respective Sale Shares (as indicated against their names in **Part A** of **Schedule I** (*Shareholder Details*)). Akorn Mauritius has the right to exercise all voting and other rights over the Akorn Mauritius Shares. Subject to the pledge on Akorn Shares created in favour of Wilmington Savings Fund Society, Akorn has the right to exercise all voting and other rights over the Akorn Shares. Except as set out herein below each Seller, and, in case of Akorn, subject to the terms of the Encumbrance Release Letter, has, and shall have on the Closing Date, good, clear and marketable title to its respective Sale Shares, free and clear of any and all Encumbrances and claims whatsoever, with full right and authority to deliver the same to the Purchaser under this Agreement, which will convey to the Purchaser good, clear and marketable title to such Sale Shares, free and clear of all claims and Encumbrances. Other than the pledge of Akorn Shares in favour of Wilmington Savings Fund Society pursuant to resignation and appointment agreement dated 1 April 2020, no Person has a claim to be entitled to any such Encumbrance on any of the Sale Shares. On and from the Closing Date, no Person (including, but not limited to, Wilmington Savings Fund Society) shall be entitled to any Encumbrance on any of the Sale Shares. *See* Share Purchase Agreement, Schedule III, Part A § 3.1
Unexpired Leases Local Rule 6004-1(b)(iv)(M)	The Debtors are not attempting to sell the Interests of AIPL free and clear of a possessory leasehold interest.
Credit Bid Local Rule 6004-1(b)(iv)(N)	None
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	To consummate the sale within the time constraints set forth in the Share Purchase Agreement and to realize significant value from the transaction, the Debtors have requested a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h) to the extent necessary to permit the sale to close within seven (7) Business Days from the date on which the CP Satisfaction Notice (as defined in the Share Purchase Agreement) is received by the Purchaser. *See* Share Purchase Agreement, § 6.1

20. Because the Debtors believe that the Purchase Consideration offered by the Purchaser is fair and reasonable, the Debtors have determined, in an exercise of their sound business judgment, to enter into the Share Purchase Agreement and take all necessary actions in connection with implementing the Sale Transaction, including conveying Akorn's 0.02% of AIPL's Interests.

21. For the reasons set forth herein, the Debtors submit that the relief requested herein is in the best interest of the Debtors, their estates, creditors, stakeholders, and other parties in interest, and therefore, should be granted.

Basis for Relief

I. The Sale of the Interests of AIPL and the Debtors' Entry into the Purchase Agreements Should Be Approved as a Sound Exercise of the Debtors' Business Judgment.

22. Section 363(b)(1) of the Bankruptcy Code provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Bankruptcy Rule 6004(f)(1) provides that "sales not in the ordinary course of business may be by private sale or by public auction." Fed. R. Bankr. P. 6004(f).

23. Courts generally apply the "business judgment" standard in determining whether to approve a proposed transaction under section 363 of the Bankruptcy Code. *See, e.g.*, *Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (noting that under normal circumstances, courts defer to the debtor's judgment concerning the proposed use of estate property under section 363(b) when there is a legitimate business justification); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991) (noting that the Third Circuit has adopted the "sound business purpose" standard for transactions under section 363). In addition, section 105(a) of the Bankruptcy Code provides, in relevant part, that "[t]he court may issue any order, process or

judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

24. Generally, courts in the Third Circuit have applied four factors in connection with the "sound business purpose" test: (1) whether a sound business reason exists for the proposed transaction; (2) whether fair and reasonable notice has been provided to interested persons; (3) whether the debtor has obtained a fair and reasonable price; and (4) whether the transaction has been proposed and negotiated in good faith. *Titusville Country Club v. Pennbank* (*In re Titusville Country Club*), 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); *Delaware & Hudson Ry.*, 124 B.R. at 176. The proposed sale of the Interests of AIPL satisfies all four conditions, and therefore should be approved by this Court.

25. Under the business judgment standard, the debtor has the initial burden of establishing that a valid business purpose exists for the use of estate property in a manner outside of the debtor's ordinary course of business. *See Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983). Once the debtor articulates a valid business justification for the proposed transaction, courts will generally presume that the decision was made "on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company." *Official Comm, of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (*quoting Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

26. Thus, after a debtor satisfies its initial burden of establishing a valid business justification, the business judgment rule shields the debtor's management from judicial second-guessing and mandates that a court approve the debtor's business decision unless the decision is a product of bad faith or constitutes a gross abuse of discretion. *See, e.g., In re Global Crossing*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003): *see also In re Johns-Manville Corp.,* 60

B.R. 612, 616 (Bankr. S.D.N.Y. 1986) ("Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct."); *In re Bridgeport Hldgs., Inc.*, 388 B.R. 548, 567 (Bankr. D. Del. 2008) (stating that directors enjoy a presumption of honesty and good faith with respect to negotiating and approving a transaction involving a sale of assets).

27. Here, the Debtors submit that the sale of the Interests to the Purchaser is a sound exercise of their business judgment. ***First***, as set forth above, Akorn previously determined that their operations in India are no longer part of their core, long-term business strategy. Authorizing the Sale Transaction is in line with that strategy and generates approximately $10 million of cash proceeds for the Sellers (subject to applicable withholding taxes and other working capital adjustments, as described in more detail in the Share Purchase Agreement).

28. ***Second***, Akorn provided fair and reasonable notice to interested persons as a part of the marketing process. Akorn ran an extensive marketing process over the course of a year and engaged with numerous interested parties regarding a potential sale of AIPL, including engaging with parties that expressed interest after the initial NBO deadline and binding offer deadline. The robust level of interest and the number of offers received reflects the comprehensiveness of this process.

29. ***Third***, as a result of this extensive, good-faith marketing process, Akorn believes that the Purchase Consideration is fair and reasonable under the circumstances. Akorn evaluated all binding bids and determined that the Share Purchase Agreement provided the maximum value for the Interests of AIPL. Moreover, the sale to the Purchaser relieves the Debtors of the burden of continuing to market and sell the Interests of AIPL during these chapter 11 cases, or otherwise obtaining the necessary funding to conduct an orderly wind-down of those operations. Finally, the

sale of the Interests of AIPL has been proposed and negotiated in good faith. After the Purchaser was identified, the Sellers and the Purchaser continued negotiations to finalize the terms of the Share Purchase Agreement. *See* Bowles Decl. ¶ 13.

II. The Purchaser Acted in Good Faith and Is Entitled to Full Protection Pursuant to Section 363(m) of the Bankruptcy Code.

30. Because the Purchaser acted in good faith, it is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the Sale Transaction. Section 363(m) of the Bankruptcy Code provides in pertinent part:

> [t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchase or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). Section 363(m) of the Bankruptcy Code protects a purchaser or assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal. Purchasers are provided this protection so long as they leased or purchased assets in "good faith." *Id*. Although the Bankruptcy Code does not define "good faith purchaser," the Third Circuit has stated that a good faith purchaser is "one who purchases in 'good faith' and for 'value.'" *In re Abbots Dairies*, 788 F.2d 143, 147 (3d Cir. 1986). Courts generally conclude that a purchaser has acted in good faith as long as the consideration is adequate and reasonable and the terms of the transaction are fully disclosed. *Id*. at 49–50. To constitute a lack of good faith, a party's conduct in connection with the sale usually must amount to "fraud, collusion between the purchaser and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders." *Id*. (citing *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)).

31. Here, the Purchaser is an unaffiliated third party that is acting for bona fide commercial purposes. Further, the Sellers, including Akorn, selected the Purchaser following an extensive marketing and negotiation process. In connection with this process, Akorn engaged in good faith, arm's-length discussions to reach an agreement with the Purchaser that would be mutually beneficial to both parties. The terms in the Share Purchase Agreement were fully disclosed to, and heavily negotiated by, Akorn and the Purchaser. Akorn and the Purchaser were each represented by separate counsel in connection with the negotiation and documentation of the Share Purchase Agreement. A fair and transparent marketing and negotiation process, such as that conducted by Akorn here, ensures the sale of the Interests of AIPL are at arm's-length, without collusion or fraud, and entered into in good faith. Accordingly, the Debtors request that the Court determine that the Purchaser has negotiated and acted at all times in good faith and, as a result, is entitled to the full protections of good faith purchasers under section 363(m) of the Bankruptcy Code.

III. Private Sales Are Appropriate Under Bankruptcy Rule 6004 and Local Rule 6004-1.

32. Bankruptcy Rule 6004(f)(1) and Local Rule 6004-1(b)(iv)(D) permit a debtor to sell estate property outside of the ordinary course of its business by private sale or public auction. Fed. R. Bankr. P. 6004(f)(1). Private sales by a debtor outside of the ordinary course of business are appropriate where the debtor demonstrates that the sale is permissible pursuant to section 363 of the Bankruptcy Code. *See, e.g.*, *In re Schipper*, 933 F.2d 513, 514 (7th Cir. 1991) (private real estate sale by debtor approved when purchase price was the same as independent appraisal); *In re Adamson*, 312 B.R. 16, 22 (Bankr. D. Mass. 2004) (approving private sale by debtor); *In re Pritam Realty, Inc.*, 233 B.R. 619, 624 (D.P.R. 1999) (upholding bankruptcy court order approving private

sale by debtor); *In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998) (explaining that a trustee has ample authority to conduct a sale of estate property through a private sale).

33. Bankruptcy courts generally have a "large measure of discretion" in determining, "based upon the facts and circumstances of the proposed sale," whether a private sale, as opposed to a public auction, is appropriate. *In re Embrace Sys. Corp.*, 178 B.R. 112, 123 (Bankr. W.D. Mich. 1995); *In re Blue Coal Corp.*, 168 B.R. 553, 564 (Bankr. M.D. Pa. 1994). In general, courts in this and other districts have approved private sales of less than all the assets of a debtor pursuant to section 363(b)(1) of the Bankruptcy Code as long as the debtor provides a valid business reason for not conducting an auction. *See, e.g., In re RMBR Liquidation, Inc.*, No. 19-10234 (KBO) (Bankr. D. Del. Aug. 22, 2019) (approving private sale of real property for approximately $2.35 million); *In re Buffets Holdings, Inc.*, No. 08-10141 (MFW) (Bankr. D. Del. Feb. 3, 2009) (approving the private sale of real property for approximately $2.4 million); *In re W.R. Grace & Co.*, No. 0l-01139 (JKF) (Bankr. D. Del. Dec. 18, 2008) (approving the private sale of real property for approximately $3.8 million); *In re Wellman, Inc.*, No. 08-10595 (SMB) (Bankr. S.D.N.Y. Oct. 6, 2008) (approving private sale of industrial complex for $17.9 million); *In re W.R, Grace & Co.*, No. 01-01139 (JKF) (Bankr. D. Del. July 23, 2007) (authorizing private sale of business line for approximately $22 million); *In re Solutia, Inc.*, No. 03-17949 (SCC) (Bankr. S.D.N.Y. Dec. 28, 2006) (approving private sale of real property for approximately $7.1 million).

34. In their sounds business judgment, the Debtors have determined that consummating the sale of Akorn's AIPL Interests on a private basis is appropriate in light of the facts and circumstances of these chapter 11 cases and is in the best interest of their estates and all parties in interest. *See* Bowles Decl. ¶ 14. A public auction would require the Debtors to incur substantial additional costs and the Debtors do not believe an auction would result in additional value

sufficient to justify the incurrence of such costs. *Id*. Furthermore, because Akorn holds a minimal amount of the Interests of AIPL, a public auction would require the consent and cooperation of non-debtors, including Akorn Mauritius, which may create additional time constraints and risks. The competitive and transparent marketing process for the Interests serves as market-based evidence that the Purchase Consideration maximizes value for the Debtors' estates. Given these circumstances, the Debtors and their advisors believe that the Purchaser's offer is the highest and best offer and that the private sale of Akorn's AIPL Interests are appropriate under the circumstances. *See id*.

IV. The Sale Should be Approved "Free and Clear" Under Section 363(f) of the Bankruptcy Code.

35. Pursuant to section 363(f) of the Bankruptcy Code, a debtor may sell property free and clear of any interest in such property of an entity other than the estate only if, among other things:

> (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
> (2) such entity consents;
> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
> (4) such interest is in *bona fide* dispute; or
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

36. Since section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Interests free and clear of the Liens. *See Mich. Employment Sec. Comm'n v. Wolverine Radio Co.* (*In re Wolverine Radio Co.*), 930 F.2d 1132 (6th Cir. 1991); *In re Elliot*, 94 B.R. 343 (E.D. Pa. 1988). Here, the Prepetition Term Loan Lenders have consented to the sale and release of their liens

related to the Interests. *See* Bowles Decl. ¶ 12; *see also* 11 U.S.C. § 363(f)(2). Absent consent, the Court could compel the Prepetition Term Loan Lenders to accept a money satisfaction of their lien on the Interests because the Interests may be reduced to a monetary satisfaction. *See In re Kellstrom Indust. Inc.*, 282 B.R. 787, 794 (Bankr. D. Del. 2002) ("Any interest in property that can be reduced to a money satisfaction constitutes a claim for purposes of section 363(f)(5)."). For these reasons, the Debtors submit that they may sell the Interests to the Purchaser free and clear of the Liens.

37. In light of the foregoing, the Debtors respectfully submit that the sale of the Interests of AIPL to the Purchaser is in the best interests of the Debtors' estates, their creditors, and all other parties in interest.

V. The Retention of PwC CF and Related Fees Are Appropriate Under Section 327 of the Bankruptcy Code.

38. By this motion, the Debtors seek to employ and retain PwC CF on behalf of Akorn as their financial advisor in the Sale Transaction. The Debtors submit that the retention of PwC CF under the terms described herein is appropriate under sections 327(a), 328, and 1107(b) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." Section 101(14) of the Bankruptcy Code defines a "disinterested person" as a person that:

(a) is not a creditor, an equity security holder, or an insider;

(b) is not and was not, within two (2) years before the date of the filing of the petition, a director, officer, or employee of the debtor; and

(c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct

> or indirect relationships to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14).

39. Further, section 1107(b) of the Bankruptcy Code provides that "a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b). PwC CF's prepetition relationship with Akorn and the Debtors is therefore not an impediment to PwC CF's retention.

40. Section 328(a) of the Bankruptcy Code, in turn, authorizes the employment of a professional person "on any reasonable terms and conditions of employment, including on a . . . fixed or percentage fee basis . . . ." 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of professionals on more flexible terms that reflect the nature of their services and market conditions. Pursuant to the Engagement Letter, PwC CF is entitled to a $250,000 Advisory Fee and a Success Fee. The Advisory Fee is paid in two parts—$150,000 upon signing of the Engagement Letter, which has been paid, and $100,000 upon the signing of the Share Purchase Agreement, which is yet to be paid. The Success Fee is owed upon the closing of the Share Purchase Agreement and is the greater of $700,000 or 2.00% of the Purchase Consideration.

41. The Court's approval of the Debtors' retention of PwC CF in accordance with the terms and conditions of the Engagement Letter are warranted. As discussed in the Wolfe Declaration, PwC CF satisfies the disinterestedness standard in section 327(a) of the Bankruptcy Code. Additionally, PwC CF's professionals have extensive experience and an excellent reputation for providing high-quality services. Further, the Debtors believe that PwC CF is well qualified to continue providing the services related to the Sale Transaction to Akorn in a cost-

effective, efficient, and timely manner due to its existing familiarity with Akorn's business and books and records as a result of the extensive prepetition marketing process.

42. Likewise, the Debtors believe that the terms and conditions of the Engagement Letters are customary and reasonable for financial and marketing advice and are in the best interests of the Debtors' estates, creditors, and all parties in interest. As such, the Debtors submit that the terms and conditions of PwC CF's retention as described herein and the Engagement Letter, including the proposed compensation, are reasonable and in keeping with the terms and conditions typical for engagements of this size and character.

Relief Effective as of the Petition Date is Appropriate

43. Pursuant to the Debtors' request, PwC CF has served as the financial advisor to Akorn since the Petition Date with the assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date so that PwC CF may be compensated for its pre-application services in these chapter 11 cases. The Debtors believe that no party in interest will be prejudiced by the granting of the employment effective as of the Petition Date, as provided herein, because PwC CF has provided and continues to provide valuable services to the Debtors' estates in the interim period. Based on the foregoing, the Debtors submit that it has satisfied the requirements of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules. Accordingly, the Debtors respectfully request entry of the Order authorization the retention and payment of PwC CF in connection with the Sale Transaction pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rules 2014-1(a), 2016-1, and 9013-1(f) approving this application to retain and compensate PwC CF in connection with the Sale Transaction, effective as of the Petition Date.

Notice

38. The Debtors will provide notice of this motion to: (a) the U.S. Trustee for the District of Delaware; (b) counsel to the Committee; (c) Wilmington Savings Fund Society, FSB, in its capacity as successor administrative agent under the Term Loan Credit Agreement, or any of its predecessors or successors (the "Term Loan Agent"); (d) counsel to the Term Loan Agent; (e) counsel to the ad hoc group of the Debtors' Prepetition Lenders (the "Ad Hoc Group"); (f) the United States Attorney's Office for the District of Delaware; (g) the Internal Revenue Service; (h) the Food and Drug Administration; (i) the Drug Enforcement Administration; (j) the Securities Exchange Commission; (k) the state attorneys general for all states in which the Debtors conduct business; (l) the Purchaser; and (m) any party that requests service pursuant to Bankruptcy Rule 2002.

No Prior Request

39. No previous request for the relief sought herein has been made to this Court or any other court.

Conclusion

WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A,** (a) granting the relief requested herein and (b) granting such other relief as is just and proper.

Wilmington, Delaware
June 30, 2020

/s/ *Paul N. Heath*

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
AKORN, INC., *et al.*,[1]	Case No. 20-11177 (KBO)
Debtors.	(Jointly Administered)
	Objection Deadline: July 14, 2020 at 4:00 p.m. (ET)
	Hearing Date: July 21, 2020 at 3:30 p.m. (ET)

NOTICE OF MOTION AND HEARING

PLEASE TAKE NOTICE that, on June 30, 2020, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Motion for Entry of an Order (I) Authorizing the Sale of Certain Equity Interests in Non-Debtor Akorn India Private Limited Pursuant to 11 U.S.C. § 363 of the Bankruptcy Code, (II) Authorizing the Retention and Employment of PricewaterhouseCoopers Corporate Finance LLC in Connection Therewith, Effective as of the Petition Date, and (III) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that any responses or objections to the relief requested in the Motion, if any, must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 4th Floor, 824 Market Street, Wilmington, Delaware, 19801, on or before **July 14, 2020 at 4:00 p.m. (prevailing Eastern Time).**

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if any, are: Akorn, Inc. (7400); 10 Edison Street LLC (7890); 13 Edison Street LLC; Advanced Vision Research, Inc. (9046); Akorn (New Jersey), Inc. (1474); Akorn Animal Health, Inc. (6645); Akorn Ophthalmics, Inc. (6266); Akorn Sales, Inc. (7866); Clover Pharmaceuticals Corp. (3735); Covenant Pharma, Inc. (0115); Hi-Tech Pharmacal Co., Inc. (8720); Inspire Pharmaceuticals, Inc. (9022); Oak Pharmaceuticals, Inc. (6647); Olta Pharmaceuticals Corp. (3621); VersaPharm Incorporated (6739); VPI Holdings Corp. (6716); and VPI Holdings Sub, LLC. The location of the Debtors' service address is: 1925 W. Field Court, Suite 300, Lake Forest, Illinois 60045.

PLEASE TAKE FURTHER NOTICE that if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before The Honorable Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, at the Bankruptcy Court, 824 Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware, 19801 on **July 21, 2020 at 3:30 p.m. (prevailing Eastern Time).**

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Wilmington, Delaware
June 30, 2020

/s/ Paul N. Heath

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Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AKORN, INC.,[1]	)	Case No. 20-11177 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. _____**

ORDER (I) AUTHORIZING THE SALE OF CERTAIN EQUITY INTERESTS IN NON-DEBTOR AKORN INDIA PRIVATE LIMITED PURSUANT TO 11 U.S.C. § 363 OF THE BANKRUPTCY CODE, (II) AUTHORIZING THE RETENTION AND EMPLOYMENT OF PRICEWATERHOUSECOOPERS CORPORATE FINANCE LLC IN CONNECTION THEREWITH, EFFECTIVE AS OF THE PETITION DATE, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors for entry of an order, pursuant to sections 327 and 363 of the Bankruptcy Code and Bankruptcy Rules 2014 and 6004, (a) pursuant to the terms and conditions of that certain Share Purchase Agreement, dated as of June 17, 2020, attached to the Motion as **Exhibit B**, by and among Debtor Akorn, Inc., non-Debtor WorldAkorn Pharma Mauritius ("Akorn Mauritius"), non-Debtor Akorn India Private Limited ("AIPL"), and Biological E. Limited ("the Purchaser"), authorizing the Sellers to sell their Interests in AIPL free and clear of all Liens, with such Liens attaching only to the sale proceeds with the same validity, priority, force and effect such Liens had on the Interests immediately prior to the sale and

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, if any, are: Akorn, Inc. (7400); 10 Edison Street LLC (7890); 13 Edison Street LLC; Advanced Vision Research, Inc. (9046); Akorn (New Jersey), Inc. (1474); Akorn Animal Health, Inc. (6645); Akorn Ophthalmics, Inc. (6266); Akorn Sales, Inc. (7866); Clover Pharmaceuticals Corp. (3735); Covenant Pharma, Inc. (0115); Hi-Tech Pharmacal Co., Inc. (8720); Inspire Pharmaceuticals, Inc. (9022); Oak Pharmaceuticals, Inc. (6647); Olta Pharmaceuticals Corp. (3621); VersaPharm Incorporated (6739); VPI Holdings Corp. (6716); and VPI Holdings Sub, LLC. The location of the Debtors' service address is: 1925 W. Field Court, Suite 300, Lake Forest, Illinois 60045.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

(b) authorizing the Debtors retain and compensate PwC CF effective as of the Petition Date, and (c) granting related relief; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion, the Bowles Declaration, and the Wolfe Declaration and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion, the Bowles Declaration, the Wolfe Declaration, and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

I. Approval of the Sale Transaction and the Terms of the Share Purchase Agreement.

2. Pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized to sell, or cause to be sold, the Interests of AIPL to Purchaser free and clear of all Liens, with such Liens attaching only to the sale proceeds with the same validity, priority, force and effect such Liens had on the Interests immediately prior to the sale, for the Purchase Consideration and on the terms set

forth in the Share Purchase Agreement. The Debtors may take any other action necessary to sell the Interests of AIPL to the Purchaser.

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

4. The Purchase is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is entitled to the protection of section 363(m) of the Bankruptcy Code.

5. The Share Purchase Agreement represents a fair and reasonable offer to purchase the Interests of AIPL under the facts and circumstances of these chapter 11 cases.

6. Approval of the Share Purchase Agreement and the consummation of the Sale Transaction contemplated thereby is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

7. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the sale of Akorn's AIPL Interests prior to, and outside of, a plan of reorganization.

II. Retention of PwC CF.

8. Pursuant to section 327(a) of the Bankruptcy Code, the Debtors are authorized to employ and retain PwC CF as Akorn's financial advisor as it relates to the Sale Transaction, effective as of the Petition Date, on the terms set forth in the Engagement Letter, the Motion, and the Wolfe Declaration.

9. PwC CF may be compensated pursuant to the terms and conditions of the Engagement Letter.

10. Except to the extent set forth below, the Debtors are authorized to indemnify PwC CF under the terms of the Engagement Letter:

(a) PwC CF shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services other than the services provided under the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

(b) The Debtors shall have no obligation to indemnify PwC CF, or provide contribution or reimbursement to PwC CF, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from PwC CF's gross negligence, willful misconduct, bad faith, self-dealing, breach of fiduciary duty (if any) or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of PwC CF's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theater Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i), but determined by this Court, after notice and a hearing, to be a claim or expense for which PwC CF should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order.

11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

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

14. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit B

Share Purchase Agreement

Date: 06/18/2020 09:41 AM Toppan Merrill **Project:** 20-22873-1 **Form Type:** 8-K
Client: 20-22873-1_Akorn, Inc._8-K **File:** tm2022873d1_ex10-1.htm **Type:** EX-10.1 **Pg:** 1 of 47

Exhibit 10.1

SHARE PURCHASE AGREEMENT

JUNE 17, 2020

BY AND AMONG

WORLDAKORN PHARMA MAURITIUS

AND

AKORN, INC.

AND

AKORN INDIA PRIVATE LIMITED

AND

BIOLOGICAL E. LIMITED

TABLE OF CONTENTS

SHARE PURCHASE AGREEMENT

This share purchase agreement ("**Agreement**") is made as of June 17, 2020 ("**Execution Date**"), at New, Delhi by and amongst:

1. **WORLDAKORN PHARMA MAURITIUS,** a company incorporated under the laws of Mauritius and having its office at C/O Ocorian Corporate Services (Mauritius) Limited, 6th Floor, Tower A, 1 Cybercity, Ebene, Mauritius (hereinafter referred to as "**Seller 1**", which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

2. **AKORN, INC.**, a company incorporated under the laws of the state of Louisiana and having its office at 1925, West Field Court, Lake Forest, Illinois – 60045, USA (hereinafter referred to as "**Seller 2**", which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **SECOND PART**;

AND

3. **AKORN INDIA PRIVATE LIMITED**, a private limited company registered under the laws of India, having its registered office at 1st Floor, Cowrks, Worldmark-1, Asset Area-11 Aerocity, Hospitality District, IGI Airport, NH-8, New Delhi 110037 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **THIRD PART;**

AND

4. **BIOLOGICAL E. LIMITED,** a public unlisted company registered under the laws of India, having its registered office at 18/1 and 3, Azamabad, Hyderabad 500020 (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **FOURTH PART**.

Seller 1 and Seller 2 shall be collectively referred to as the "**Sellers**". The Sellers, the Company, and the Purchaser are referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

1. The Company is a private limited company in the pharmaceutical sector with a Manufacturing Facility for manufacturing sterile injectable products, including, general injectables, cephalosporins, hormones and carbapenems ("**Business**").

2. The authorised share capital of the Company is INR 60,000,000 (Indian Rupees Sixty Million) divided into 6,000,000 (Six Million) Shares of INR 10 (Indian Rupees Ten) each. The issued, subscribed and paid-up share capital of the Company is INR 48,523,770 (Indian Rupees Forty Eight Million Five Hundred Twenty Three Thousand Seven Hundred and Seventy) divided into 4,852,377 (Four Million Eight Hundred Fifty Two Thousand Three Hundred and Seventy Seven) Shares of INR 10 (Indian Rupees Ten) each.

3. The Sellers collectively are the legal and beneficial owners of 4,852,377 (Four Million Eight Hundred Fifty Two Thousand Three Hundred and Seventy Seven) Shares of the Company representing 100% (one hundred percent) of the share capital of the Company as on the Execution Date. The shareholding pattern of the Company as of the Execution Date is set out in **Part A** of **Schedule I** *(Shareholder Details)*.

4. Pursuant to mutual discussions, the Sellers have agreed to sell and the Purchaser has (either by itself or, along with, the Purchaser Nominee) agreed to purchase legal and beneficial ownership of 100% (one hundred percent) of the share capital of the Company for such consideration and upon the terms and conditions set out in this Agreement.

5. The Parties, having obtained the necessary corporate approvals and authorizations, are desirous of entering into this Agreement to record and define their mutual rights and obligations in relation to, *inter alia*, the Proposed Transaction.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained herein, the mutual benefits to be derived therefrom and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agrees as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless repugnant to the context or otherwise defined or provided for herein by inclusion in quotations and/ or parenthesis, the capitalized terms used in this Agreement shall have the following meanings.

"**Accounts Date**" means March 31, 2019 or March 31, 2020 if the audited balance sheet, profit and loss account statement and cash flows of the Company as of March 31, 2020 is provided to the Purchaser prior to the Closing Date;

"**Advisors**" has the meaning assigned to such term in Clause 11.4.3(c);

"**Affiliate**" means with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such Person; and where the Person is an individual, it will mean his 'Relatives' as such term is defined in the Companies Act;

"**Ancillary Agreements**" has the meaning as assigned to such term in Clause 4.1.5;

"**Approval Letters**" has the meaning as assigned to such term in paragraph 8.8 of **Part A** of **SCHEDULE III** (*Warranties*);

"**Articles**" means the articles of association of the Company;

"**Assets**" has the meaning as assigned to such term in paragraph 6.1 of **Part B** of **SCHEDULE III** (*Warranties*);

"**Audited Accounts**" means: (a) the audited balance sheet, profit and loss account statement, and audit report of the Company for the financial year ending on March 31, 2019; or (b) the audited balance sheet, profit and loss account statement and cash flows of the Company as of March 31, 2020, if the same is provided to the Purchaser prior to the Closing Date;

"**Big Four Firm**" means any of KPMG, EY (including any independent global member firms of Ernst & Young Global Limited), Deloitte Touche Tohmatsu Limited, and PricewaterhouseCoopers;

"**Big Four Opinion**" means an opinion obtained from a Big Four Firm on its letter head, in form and substance satisfactory to the Purchaser, stating the quantum of capital gains or loss (in INR) (along with the calculation thereof) earned by or incurred by each of the Sellers in India under the IT Act (without considering benefits, if any, available under an applicable Double Taxation Avoidance Agreement or a Tax treaty) on the sale of Sale Shares, and the Tax required to be withheld or deductible (if any) thereon (in INR) under the IT Act;

"**Board**" means the board of directors of the Company;

"**Brand Usage Period**" has the meaning as assigned to such term in Clause 7.7.1(a);

"**Business**" has the meaning as assigned to such term in Recital 1;

"**Business Day**" means a day on which commercial banks are open for normal banking business in Hyderabad (India), New Delhi (India), Ebene (Mauritius), and Lake Forest, Illinois (USA);

"**CA Certificate**" has the meaning as assigned to such term in Clause 4.1.11;

"**Cash and Cash Equivalents**" has the meaning as assigned to such term in Exhibit A;

"**Certain Company Employees**" has the meaning as assigned to such term in Clause 5.2.1;

"**Closing**" has the meaning as assigned to such term in Clause 6.5;

"**Closing Adjustment Statement**" has the meaning assigned to such term in Clause 3.5.1;

"**Closing Date**" has the meaning as assigned to such term in Clause 6.1;

"**Closing Date Board Meeting**" has the meaning assigned to such term in Clause 6.2.5;

"**Closing Date EGM**" has the meaning assigned to such term in Clause 6.2.6;

"**Companies Act**" means the (Indian) Companies Act, 2013 and the rules, circulars and notifications thereunder;

"**Company Business Warranties**" has the meaning assigned to such term in Clause 7.2.1;

"**Company Licensed IP**" has the meaning as assigned to such term in paragraph 8.1 of **Part B** of **SCHEDULE III** (*Warranties*);

"**Company Owned IP**" has the meaning as assigned to such term in paragraph 8.1 of **Part B** of **SCHEDULE III** (*Warranties*);

"**Company Tax Warranties**" means the warranties set out in Paragraph 4 of **Part B** of **SCHEDULE III** (*Warranties*);

"**Conditions Precedent**" has the meaning as assigned to such term in Clause 4.1;

"**Consent(s)**" has the meaning as assigned to such term in paragraph 5.2 of **Part B** of **SCHEDULE III** (*Warranties*);

"**Constitutional Documents**" means, collectively, the Articles and the memorandum of association of the Company;

"**Control**" (including with correlative meaning, the terms, "**Controlling**", "**Controlled by**" or "**under direct or indirect common Control with**") means and includes with respect to any Person (i) the direct or indirect ownership of more than 50% (fifty percent) of the total voting rights conferred through the issued equity share capital or other voting securities of such entity; or (ii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person, whether through the ownership of voting securities or by way of agreement and where such Person is a limited partnership, the power to appoint any person who is a general partner of such limited partnership;

"**CP Satisfaction Notice**" has the meaning as assigned to such term in Clause 4.3.4;

"**Current Assets**" has the meaning as assigned to such term in Exhibit A;

"**Current Liabilities**" has the meaning as assigned to such term in Exhibit A;

"**Cut-Off Date**" has the meaning as assigned to such term in Exhibit A;

"**DC Payable(s)**" means (i) the amounts set out as payable to Mr. Dheeraj Chopra in the: (a) retention letter dated September 6, 2019; and (b) severance letter dated September 6, 2019 (supplemented by letter dated May 1, 2020), in each case, executed between the Company and Mr. Dheeraj Chopra; and (ii) all other amounts payable to Mr. Dheeraj Chopra by the Company;

"**De Minimis Threshold**" has the meaning as assigned to such term in Clause 8.5.2;

"**Disclosed**" means disclosed as a fact, matter, event or circumstance in the Disclosure Letter (if any) delivered to the Purchaser in the manner provided in this Agreement (including under Clause 7) and its variants, "**Disclosing**" or "**Disclosure**" shall be construed accordingly;

"**Disclosing Party**" has the meaning as assigned to such term in Clause 11.4.2;

"**Disclosure Letter**" means: (i) the letter of even date disclosing exceptions against or to the Warranties (other than the Fundamental Warranties), which has been delivered by or on behalf of the Sellers and the Company to the Purchaser on the Execution Date; and (ii) once the Updated Disclosure Letter is issued immediately prior to the Closing Date in the manner provided in this Agreement, reference to the Disclosure Letter shall also mean the Updated Disclosure Letter;

"**Dispute**" has the meaning as assigned to such term in Clause 10.3;

"**EGM Matters**" has the meaning as assigned to such term in Clause 6.2.5(f);

"**Employment Laws**" means Laws relating to employment and employment practices;

"**Encumbrance**" means: (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, equitable or other interest, assignment by way of security, conditional sales contract, claim, deed of trust, security interest or other encumbrance or interest of any kind securing any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security, but which has an economic or financial effect similar to the granting of security under applicable Laws; (ii) any voting agreement, option, lock-in, non-disposal undertaking, right of first offer, refusal or transfer restriction in favour of any Person, but shall not include proxies issued in terms of the Constitutional Documents of the Company; or (iii) any agreement to create any of the foregoing, and the term "**Encumbered**" shall be interpreted accordingly;

"**Encumbrance Release Letter**" has the meaning as assigned to such term in Clause 4.1.6;

"**Expired Agreements**" means (i) Service agreement dated November 17, 2016, along with any addendum (if any), executed between the Company and the Seller 2; and (ii) Service agreement dated October 3, 2017, along with any addendum (if any), executed between the Company and Akorn AG;

"**Final Closing Adjustment Statement**" has the meaning assigned to such term in Clause 3.5.3;

"**Financial Statements**" means, collectively: (i) the Audited Accounts; and (ii) the unaudited balance sheet, profit and loss account statement and cash flows of the Company as of March 31, 2020 and, if the audited balance sheet, profit and loss account statement and cash flows of the Company as of March 31, 2020 is provided to the Purchaser (prior to the Closing Date), reference to "Financial Statements" shall include such audited balance sheet, profit and loss account statement and cash flows of the Company as of March 31, 2020;

"**Foreign Exchange Laws**" means: (i) the Foreign Exchange Management Act, 1999 of India and regulations issued thereunder; (ii) circulars, notifications, master directions, regulations and other laws issued by the Reserve Bank of India on foreign investment in India from time to time including Foreign Exchange Management (Non-Debt Instruments) Rules, 2019 and Foreign Exchange Management (Mode of Payment and Reporting of Non-Debt Instruments) Regulations, 2019; and (iii) the consolidated Foreign Direct Investment Policy and press notes issued by the Department for Promotion of Industry and Industrial Trade, Ministry of Commerce and Industry, Government of India (as updated from time to time);

"**Freehold Properties**" has the meaning as assigned to such term in paragraph 6.9 of **Part B** of **SCHEDULE III** (*Warranties*);

"**Fundamental Warranties**" has the meaning as assigned to such term in Clause 7.2.1;

"**Governmental Approval**" means any authorisation, license, permit, certificate, approval, consent, ratification, registration, exemption, order or other authorization granted by a Government Authority;

"**Government Authority**" means the government of any nation or any province, state or any other political subdivision thereof having or purporting to have jurisdiction over the Parties, and includes: (i) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government, including any, agency, department, ministry, body, commission or instrumentality; (ii) any court, quasi-judicial tribunal or arbitrator; and (iii) any statutory authority including securities exchange or body or authority regulating the securities markets;

"**Identified Brands**" has the meaning as assigned to such term in Clause 4.1.17;

"**Identified Signage List**" has the meaning as assigned to such term in Clause 7.7.1(b);

"**Indemnified Person(s)**" has the meaning as assigned to such term in Clause 8.3.1**;**

"**Indemnifying Person(s)**" has the meaning as assigned to such term in Clause 8.3.1;

"**Indemnity Claim**" has the meaning as assigned to such term in Clause 8.3.1;

"**Indemnity Notice**" has the meaning as assigned to such term in Clause 8.3.1;

"**Independent Financial Appraiser**" means any one of Deloitte Touche Tohmatsu Limited or KPMG (or their respective Indian affiliate) appointed in accordance with Clause 3.5.3;

"**Indian Tax Year**" means the 12 (twelve) month period commencing on April 1st of a particular calendar year and ending on March 31st of the following calendar year;

"**Information**" has the meaning as assigned to such term in Clause 11.4.1;

"**Information Technology Systems**" means all the communications systems and computer systems which are owned or used by the Company including, software, hardware, devices and websites;

"**Initial Purchase Consideration**" means USD 10,000,000 (United States Dollars Ten Million) with the INR equivalent amount computed based on the USD:INR closing offer rate published by the Reserve Bank of India 1 (one) Business Day prior to the Closing Date;

"**INR**" or "**Indian Rupees**" means Indian rupees, being the lawful currency of the Republic of India;

"**Integration Exercise**" has the meaning as assigned to such term in Clause 4.1.15;

"**Intellectual Property**" means patents, trade marks, service marks, logos, trade names, internet domain names, copyright (including rights in computer software) and moral rights, database rights, utility models, rights in designs, rights in get-up, rights in inventions, rights in know-how and other intellectual property rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether registered or unregistered, and registered includes registrations and applications for registration;

"**IT Act**" means the (Indian) Income-tax Act, 1961, together all applicable bye-laws, rules, regulations, orders, circulars, notifications, ordinances and the like issued thereunder;

"**Kilitch Trademark Agreement**" means the trademark license agreement dated February 27, 2012 executed between Kilitch Drugs (India) Limited and the Company;

"**Knowledge**" when used in relation to any Party means the actual knowledge of such Party after making due enquiry. For the avoidance of doubt, it is clarified that where any statement in the Warranties is qualified by expressions such as "**to the Knowledge of the Seller(s)**" or "**to the Knowledge of the Company**", the Seller(s) and/or the Company, as applicable, shall be deemed to have knowledge of anything of which it would have knowledge had it examined relevant information and made due enquiry expected or required from a Person of ordinary prudence before giving the relevant Warranties;

"**Laws**" means all applicable legislation, statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, bye-laws, circulars, norms, notifications, codes, approvals, orders or judgment of any authority, directives, guidelines, policies, requirements, or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any Government Authority having jurisdiction over the matter in question;

"**Leasehold Properties**" has the meaning as assigned to such term in paragraph 6.9 of **Part B** of **SCHEDULE III** (*Warranties*);

"**Liquidation Event**" means, with respect to a Person, the occurrence of the following events:

(i) commencement of a winding up, reorganisation, bankruptcy, insolvency or dissolution that have been voluntarily instituted under applicable Law; or

(ii) any proceedings or corporate actions including any reorganisation, bankruptcy, insolvency or dissolution against such person seeking the winding up, insolvency or dissolution of such Person,

provided in (ii) above, such event or proceeding is admitted by the relevant court or tribunal or Government Authority and provisional or final appointment of such official is made pending disposal of such proceedings and no order dismissing or staying such proceedings or order for relief has been obtained by the relevant person within 90 (ninety) days from the date such proceedings are admitted;

It is clarified that the commencement of voluntary reorganisation and bankruptcy proceedings under Chapter 11 of the United States Bankruptcy Code by Seller 2 shall not be construed as a 'Liquidation Event' for the purposes of this Agreement;

"**Litigation**" has the meaning as assigned to such term in paragraph 12.1 of **Part B** of **SCHEDULE III** (*Warranties*);

"**Long Stop Date**" means a period of 60 (sixty) days from the Execution Date, or such other date as may be agreed between the Parties in writing;

"**Losses**" has the meaning as assigned to such term in Clause 8.1;

"**Manufacturing Facility**" means the manufacturing facility owned by the Company and situated at Village: Nihalgarh, Tehsil: Paonta Sahib, District Sirmour, Himachal Pradesh, Paonta Sahib, Himachal Pradesh;

"**Material Adverse Effect**" means any event, occurrence or fact, or series of events, occurrences or facts occurring after the Execution Date, that, individually or in the aggregate, has had or would reasonably be expected to have: (a) a material adverse effect on the validity or enforceability of the Transaction Documents or on the ability of any Party to perform its respective obligations under the Transaction Documents; (b) an effect of the Company ceasing to conduct its business operations materially in the same manner in which such business operations were conducted as of the Execution Date; (c) a material adverse impact on the Assets, Properties, or liabilities; or (d) an effect of rendering any of the Fundamental Warranties to be untrue or inaccurate. Provided, however, none of the following shall constitute a Material Adverse Effect: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic, pandemic or similar health crisis; (iii) terrorist attack, civil war, civil commotion or rights, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, provided further that, notwithstanding the proviso hereinbefore, any material structural or physical damage resulting in a material adverse impact on the Manufacturing Facility (whether on account of an act of God or otherwise) shall be deemed to be a "Material Adverse Effect";

"**Net Working Capital**" has the meaning as assigned to such term in Exhibit A;

"**Ordinary Course**" means in the ordinary course consistent with past custom and practice (including with respect to quantity and frequency), but only to the extent consistent with applicable Law and in keeping with good practices for the industry; provided that a series of related transactions which, taken together, are not in the Ordinary Course, shall not be deemed to be in the Ordinary Course;

"**Payment Threshold**" has the meaning as assigned to such term in Clause 8.5.2;

"**Person**" means any individual, entity, joint venture, company (including a limited liability company), corporation, partnership (whether limited or unlimited), proprietorship, trust (including its trustee and/or beneficiaries) or other enterprise (whether incorporated or not), Hindu undivided family, union, association of persons, or Government Authority, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs;

"**Properties**" has the meaning as assigned to such term in paragraph 6.9 of **Part B** of **Schedule III** (*Warranties*);

"**Proposed Transaction**" means the sale of 100% (one hundred percent) of the paid up share capital of the Company to the Purchaser by the Sellers for the Purchase Consideration;

"**Purchase Consideration**" has the meaning as assigned to such term in Clause 3.1;

"**Purchaser Controlled Claims**" has the meaning as assigned to such term in Clause 8.4.3;

"**Purchaser Indemnified Person**" has the meaning as assigned to such term in Clause 8.2;

"**Purchaser Nominee**" has the same meaning as assigned to such term in Clause 2.2;

"**Purchaser's Objection**" has the meaning acribed to such term in Clause 3.5.2;

"**Purchaser Transaction Reversal Actions**" has the meaning acribed to such term in Clause 6.6;

"**Purchaser Warranties**" means the warranties provided by the Purchaser as set out in Clause 7.1;

"**RoC**" has the meaning as assigned to such term in Clause 6.2.5(f);

"**Related Party**" has the meaning ascribed to it in the Companies Act;

"**Released Matters"** has the meaning as assigned to such term in Clause 2.4;

"**Released Party**" has the meaning as assigned to such term in Clause 2.4;

"**Releasing Party**" has the meaning as assigned to such term in Clause 2.4;

"**Relevant Claims**" has the meaning as assigned to such term in Clause 8.5.2;

"**Resigning Directors**" has the meaning as assigned to such term in Clause 6.2.4;

"**Sanction Laws**" means and includes: (i) the (Indian) Prevention of Money Laundering Act 2002 (as amended), the U.S. Currency and Foreign Transaction Reporting Act of 1970 (as amended), the U.S. Money Laundering Control Act of 1986 (as amended) and all other such money laundering related Laws of any other jurisdiction; (ii) the (Indian) Prevention of Corruption Act 1988 (as amended), the Foreign Corrupt Practices Act of 1977 (as amended), the U.K. Bribery Act of 2010, and all other such corruption related Laws of any other jurisdiction; and (iii) any anti-terrorism and anti-bribery related Laws of any jurisdiction, as may be applicable to a Person;

"**Sale Shares**" means the aggregate of the Seller 1 Shares and Seller 2 Shares amounting to 100% of the share capital of the Company;

"**Section 281 Certificate**" has the meaning as assigned to such term in Clause 4.1.11;

"**Seller 1 Purchase Consideration**" means the aggregate initial consideration amounting to USD 9,998,000 (United States Dollars Nine Million Nine Hundred Ninety Eight Thousand), as adjusted pursuant to Clause 3.5, to be received by Seller 1 for the transfer of the Seller 1 Shares to the Purchaser and/or the Purchaser Nominee in the manner and on the terms set out in this Agreement, with the INR equivalent amount computed based on the USD:INR closing offer rate published by the Reserve Bank of India 1 (one) Business Day prior to the Closing Date;

"**Seller 1 Shares**" means 4,851,377 (Four Million Eight Hundred Fifty One Thousand Three Hundred and Seventy Seven) Shares held by Seller 1 and any additional Shares that may be issued to the Seller 1 pursuant to any investment made by the Seller 1 between Execution Date and Closing Date in accordance with the terms of this Agreement;

"**Seller 2 Purchase Consideration**" means the aggregate initial consideration amounting to USD 2,000 (United States Dollars Two Thousand Dollars), as adjusted pursuant to Clause 3.5, to be received by Seller 2 for the transfer of the Seller 2 Shares to the Purchaser in the manner and on the terms set out in this Agreement, with the INR equivalent amount computed based on the USD:INR closing offer rate published by the Reserve Bank of India 1 (one) Business Day prior to the Closing Date;

"**Seller 2 Shares**" means 1,000 (One Thousand) Shares held by Seller 2 and any additional Shares that may be issued to the Seller 2 pursuant to any investment made by the Seller 2 between Execution Date and Closing Date in accordance with the terms of this Agreement;

"**Seller Indemnified Person(s)**" has the meaning as assigned to such term in Clause 8.1;

"**Sellers' Tax Warranties**" means the warranties set out in Paragraph 5 of **Part A** of **Schedule III** (*Warranties*);

"Sellers Transaction Reversal Actions" has the meaning as assigned to such term in Clause 6.7;

"**Shares**" means the equity shares of the Company having a face value of INR 10 (Indian Rupees Ten) each;

"**Shareholders**" has the meaning as assigned to such term in Clause 2.4;

"**SIAC**" has the meaning as assigned to such term in Clause 10.3.1;

"**Target Net Working Capital**" means the Net Working Capital of the Company as of March 31, 2020 as set out in Exhibit A;

"**Tax**" or "**Taxes**" includes any and all direct and indirect taxes (Indian and where applicable non-Indian), including income tax, minimum alternate tax, goods and services tax, fringe benefit tax, sales tax, customs duty, capital gains tax, property tax, sales tax, excise duty, service tax, value added or transfer taxes, governmental charges, fees, levies or assessments or other taxes, levies, fees, withholding obligations as per IT Act and similar charges of any jurisdiction and shall include any interest, fines, and penalties related thereto and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax;

"**Tax Authority**" means any Government Authority competent to impose, administer, levy, assess or collect Tax and includes, the relevant Government Authority that passes any order or issues any notices in connection with or is responsible for regulating the collection of Tax;

"**Tax Claim**" means any enquiry, assessment, show cause notice, notice, demand, letter or claim, determination, ruling, judgment, any amendments or modifications to assessments or other document issued or action taken by or on behalf of any Tax Authority in respect of any non-payment, short-payment or late payment of Tax, including interest, penalty, cess and/ or surcharge thereon, if any (including any increase in such amounts by a subsequent order of a Tax Authority or an appellate authority before whom such claims are contested);

"**Third Party**" means any person who is not a Party and is not an Affiliate of any of the Parties;

"**Third Party Claim**" has the meaning as assigned to such term in Clause 8.4.1;

"**Third Party Claim Notice**" has the meaning as assigned to such term in Clause 8.4.1;

"**Transaction Documents**" means this Agreement, the Disclosure Letters, and any other document delivered in connection with the Proposed Transaction;

"**Transaction Tax**" means: (a) any Tax (including minimum alternate tax, surcharge, cess) levied, imposed, claimed or assessed under the IT Act, in respect of the sale of Sale Shares (including any Tax resulting from any change in any applicable Law or any retrospective amendment to any applicable Law), which is levied upon or recoverable from the Purchaser as a payer in respect of withholding tax and/or in its capacity as an agent or a representative assessee (as defined under the IT Act) of any Seller in respect of any Seller liability; and (b) any penalty or interest imposed with respect to any amount described in clause (a) above;

"**Transaction Tax Documents**" means: (a) a duly executed Big Four Opinion; (b) copy of permanent account number issued to the Sellers; (c) a certificate in Form 15CB from an independent chartered accountant under Rule 37BB of the (Indian) Income Tax Rules, 1962; and (d) such other documents that the Purchaser may request to verify the quantum of capital gains / loss (along with the calculation thereof) earned by or incurred by each of the Sellers on the sale of Sale Shares and Tax payable thereon (if any);

"**Transition Period**" has the meaning as assigned to such term in Clause 7.7.1(a);

"**Updated Disclosure Letter**" has the meaning as assigned to such term in Clause 7.2.3;

"**US Court Approval**" has the meaning as assigned to such term in Clause 4.1.10;

"**USD**" means United States Dollars, the lawful currency of the United States of America; and

"**Warranties**" means the representations and warranties provided by the Sellers and/or the Company as set out in Clause 7 and **Schedule III** *(Warranties)*.

1.2 **Interpretation**

1.2.1 Unless the context of this Agreement otherwise requires:

(a) words of any gender are deemed to include those of the other gender;

(b) words importing the singular include the plural and vice versa; and

(c) reference to the word "include" shall be construed without limitation.

1.2.2 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be.

1.2.3 The term "Clause" refers to the specified Clause of this Agreement.

1.2.4 Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated.

1.2.5 The words "directly or indirectly" mean directly, or indirectly through one or more intermediary Persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings.

1.2.6 The recitals, headings and sub-headings are included for descriptive purposes only and shall not be legally binding.

1.2.7 Reference to days (not being Business Days), months and years are to calendar days, calendar months and calendar years, respectively.

1.2.8 The exhibits, recitals, Schedules, Disclosure Letter (including any attachments) and any document presenting an updated shareholding pattern of the Company shall form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include a reference to the exhibits, recitals, the Schedules, Disclosure Letter and document presenting an updated shareholding pattern of the Company.

1.2.9 Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.10 Any reference in this Agreement, to approval, consent or similar connotation, shall be required to be in writing.

1.2.11 Any reference to any statute or statutory provision shall include:

(a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

(b) such provision as from time to time is amended, modified, re-enacted or consolidated to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement.

1.2.12 Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and in the event the last day of such period warrants any banking transaction, then the period shall extend to the following Business Day if the last day of such period is not a Business Day.

1.2.13 References in this Agreement to '*in writing*' shall include documents or communication exchanged in any electronic form.

1.2.14 No rule of construction or interpretation shall apply to the disadvantage or detriment of the Party having control or being responsible for the drafting of this Agreement.

2. SALE OF SALE SHARES

2.1 On the terms and conditions set out in this Agreement, each of the Sellers, in lieu of receipt of their applicable portion of the Purchase Consideration, shall sell the relevant Sale Shares, and the Purchaser, relying on the Warranties, covenants, indemnities and undertakings of each of the Sellers contained in this Agreement, shall purchase (either by itself or, along with the Purchaser Nominee) the Sale Shares from each of the Sellers, free and clear of all Encumbrances whatsoever, together with all rights, title, interests and benefits now or hereafter attaching or accruing thereto, such that the Purchaser and/or the Purchaser Nominee shall receive full legal and beneficial ownership relating thereto.

2.2 The Purchaser shall be entitled to either purchase 1 (one) Share from Seller 1 through its nominee or nominate a Person as the purchaser of legal and beneficial ownership of 1 (one) Share from Seller 1 (such nominee / Person being the "**Purchaser Nominee**"), and Seller 1 undertakes that it shall cause the sale of such Share in favour of the Purchaser Nominee in accordance with this Agreement. In the event the Purchaser Nominee purchases the legal and beneficial ownership of 1 (one) Share from Seller 1, the Purchaser shall cause the Purchaser Nominee to remit the applicable Purchase Consideration to Seller 1 pursuant to Clause 6.2.2 below. The Purchaser shall, in writing, communicate to the Sellers and the Company its decisions to consummate the sale and purchase of the Sale Shares in accordance with the terms hereof immediately prior to the Closing Date.

2.3 Each Seller and the Company irrevocably waives any right of pre-emption or other restriction on transfer conferred on it under the Articles or otherwise in respect of the Shares it holds, in each case, only to the extent of the transactions contemplated under this Agreement.

2.4 Upon completion of the transfer of the Sale Shares from each of the Sellers to the Purchaser and/or the Purchaser Nominee in accordance with the terms hereof, each Seller hereby, for itself and each of its Affiliates, employees, officers, directors, representatives and any other Person claiming through such Seller (each, a "**Releasing Party**"), in respect of any matters, events or circumstances prior to the Closing Date, fully, finally, unconditionally and irrevocably: (i) waives and forever disclaims any and all of the rights to which they now or hereafter may be entitled to against the Company or the shareholders of the Company ("**Shareholders**"), and each of their respective officers, directors, shareholders, Affiliates and employees, (each, a "**Released Party**") resulting from, arising out of or in connection with any previous agreement amongst any of such parties (including the Ancillary Agreements and the Expired Agreements) or the Constitutional Documents; (ii) releases and absolutely forever discharges the Company and the Shareholders from and against all Released Matters (*as defined hereinafter*); and (iii) confirms that no dues or claims are or will be payable or obligations will be due from any Released Party, whether presently known or unknown, or in existence now or in the future, against such parties resulting from, arising out of or in connection with the Constitutional Documents, the Ancillary Agreements, the Expired Agreements or the Released Matters, whether as indemnity or otherwise. For the purposes of this Clause, "**Released Matters**" shall mean any and all Losses, claims, liabilities, obligations, and causes of action of any nature whatsoever that such Releasing Party now has, or at any time previously had, or shall or may have in the future, all in respect of any matters, events or circumstances prior to the Closing and in each case relating to the Company, whether in Law, contract, or otherwise.

2.5 Simultaneously with the execution of this Agreement,

2.5.1 each Party shall provide the other with a certified true copy of necessary corporate authorizations as may be required under respective applicable Laws (including, without limitation, resolutions of the board of directors or a similar governing body) approving the signing / execution, delivery and performance by each of them of this Agreement including in case of the Sellers, sale of the respective portion of the Sale Shares to the Purchaser and/or the Purchaser Nominee; and

2.5.2 the Company and the Sellers shall jointly deliver a Disclosure Letter to the Purchaser.

3. CONSIDERATION

3.1 The aggregate purchase price for the Sale Shares shall be the Initial Purchase Consideration as adjusted pursuant to Clause 3.5 (such adjusted amount referred to as the "**Purchase Consideration**"). The Purchase Consideration payable shall be subject to withholding Taxes (if any) as per the IT Act and any other applicable Law. The Parties agree that to the extent the Purchaser and the Purchaser Nominee (if applicable) deduct and withhold any such amounts, the Purchaser and the Purchaser Nominee (if applicable) shall remit to the appropriate Tax Authority all such amounts deducted and withheld and shall provide proof of the same to the Sellers within 7 (seven) Business Days of the remittance of Purchase Consideration. Any bank charges payable to the remitter banker or levied by the receiving bank and/ or any conversion charges levied, in each case on account of currency exchange fluctuation, shall be borne, in entirety, by the Purchaser and the Purchaser Nominee (if applicable) and, solely for the purpose of the foregoing, the Purchase Consideration shall be grossed up with the amount of charges, required to be so deducted, such that the Sellers receives the same amount after the applicable deduction, which they would have otherwise received, had no deduction taken place.

3.2 Subject to Clause 3.1 above, the Purchaser (and the Purchaser Nominee, if applicable in case of Seller 1 only) shall, as contemplated in Clause 6.2 below, pay: (a) Seller 1, the relevant Seller 1 Purchase Consideration; and (b) Seller 2, the Seller 2 Purchase Consideration, in each case, in cash, to their respective bank accounts, details of which shall be provided, in writing, by the relevant Sellers at least 3 (three) days prior to the Closing Date.

3.3 Notwithstanding anything contained in this Agreement, the Parties hereby agree and acknowledge that such Purchase Consideration shall be full and final settlement towards the sale of the Sale Shares as contemplated under Clause 2.

3.4 Pursuant to the transfer of Sale Shares taking place in accordance with this Agreement, the Purchaser (along with the Purchaser Nominee) shall hold 100% (one hundred percent) of the share capital in the Company, free of all Encumbrances.

3.5 **Pre- Closing Adjustment to Initial Purchase Consideration**

3.5.1 At least 15 (fifteen) days prior to the Closing Date, the Company shall, and the Sellers shall ensure that the Company shall, prepare in good faith, and share with the Purchaser a written statement ("**Closing Adjustment Statement**") indicating (a) the Target Net Working Capital; (b) the Company's estimate of the Net Working Capital as of the Cut-Off Date; (c) the Cash and Cash Equivalent as of the Cut-Off Date; and (d) the utilization of any equity infusion by the Sellers between Execution Date and Closing Date, in each case substantially in the form, and calculated as per the principles, set out in **Exhibit A**, together with reasonable supporting documentation. For the avoidance of doubt, the Closing Adjustment Statement shall be prepared in a manner consistent with the methods and practices used to prepare the Financial Statements and the principles set out in Exhibit A.

3.5.2 The Purchaser shall review the Closing Adjustment Statement and shall promptly, but in any event within 6 (six) days following receipt thereof, notify the Company and the Sellers in writing of any objection ("**Purchaser's Objection**"), that the Purchaser may have to any amount or calculation set forth in the Closing Adjustment Statement setting forth a description in reasonable detail of the basis of its objection and the revised adjustments to the Closing Adjustment Statement which the Purchaser believes should be made. If the Purchaser does not provide any Purchaser's Objection within 6 (six) days of receipt of the Closing Adjustment Statement, the Purchaser shall be deemed to have accepted the Closing Adjustment Statement. The Sellers shall have 6 (six) days following the receipt of the Purchaser's Objection to review it and respond thereto. The Parties agree that during the said 6 (six) days review period available with the Sellers, the Purchaser and the Sellers will immediately work together in good faith to resolve their differences and agree upon a definitive and binding Closing Adjustment Statement. Any resolution by the Purchaser and Sellers during the foregoing 6 (six) days period as to any disputed items shall be final and binding on the Parties.

3.5.3 If the Purchaser's Objection is made and the Seller and the Purchaser are unable to resolve their differences within the 6 (six) days period stated in Clause 3.5.2 above, the Sellers and the Purchaser shall submit the remaining disputed matters to an Independent Financial Appraiser jointly appointed by the Purchaser and the Sellers, who shall make the final written determination of such disputed items. The Closing Date shall be postponed until the date of the final written determination of the disputed items by the Independent Financial Appraiser. Such written determination by the Independent Financial Appraiser shall be final, conclusive and binding on the Parties and shall be based solely on written submissions and joint meetings by the Sellers and the Purchaser before the Independent Financial Appraiser. For the avoidance of doubt, it is clarified that no Party shall have any *ex parte* conversations (orally or in writing or electronically) or meetings with the Independent Financial Appraiser without the prior written consent of the other. The Independent Financial Appraiser shall act as an expert in accounting and not as an arbitrator and shall determine on a basis consistent with the requirements set forth in this Clause 3.5, and only with respect to the specific matters remaining in dispute so submitted, whether and to what extent, if any, the Closing Adjustment Statement requires any adjustments. Each Party shall use commercially reasonable efforts to require the Independent Financial Appraiser to render its determination within 3 (three) days after the reference of any specific matters remaining in dispute by the Sellers and the Purchaser. Subject to the execution of a confidentiality agreement by the Independent Financial Appraiser on terms and conditions acceptable to the Parties, the Company, the Sellers and the Purchaser shall make available to the Independent Financial Appraiser all relevant books and records relating to the Closing Adjustment Statement and all other items and support reasonably requested by the Independent Financial Appraiser. The charges, costs and expenses of the Independent Financial Appraiser shall be borne equally by the Parties. The "**Final Closing Adjustment Statement**" shall be:

(a) the Closing Adjustment Statement that (i) the Sellers and the Purchaser so agree, as is, to be the Final Closing Adjustment Statement delivered by the Company to the Purchaser in accordance with Clause 3.5.1 above, or (ii) in the event the Purchaser objects to the Closing Adjustment Statement but does not deliver the Purchaser's Objection to the Company and the Sellers during the 6 (six) days review period specified in Clause 3.5.1, then the Closing Adjustment Statement, as delivered by the Company to the Purchaser; or

(b) the Closing Adjustment Statement, adjusted in accordance with: (i) the Purchaser's Objection in the event that the Sellers do not respond to the Purchaser's Objection within the stipulated 6 (six) days review period following receipt of the Purchasers' Objection, or (ii) the Purchaser's Objection and revisions proposed thereto in the event that the Sellers agree with the same; or

(c) the Closing Adjustment Statement, adjusted to incorporate the final determination by the Independent Financial Appraiser.

3.5.4 The Closing Adjustment Statement and the Final Closing Adjustment Statement shall be prepared in accordance with the principles, procedures and calculations set forth in **Exhibit A**, and in the case of the Independent Financial Appraiser's determination, including such elements and information as may be required under applicable Law for the purpose of carrying out the determination with respect to the Final Closing Adjustment Statement, which for avoidance of doubt shall, subject to applicable Law, not be inconsistent with the principles, procedures and calculations set forth in **Exhibit A**.

3.5.5 Upon receipt of the Final Closing Adjustment Statement in accordance with this Clause 3.5, the Initial Purchase Consideration shall be adjusted as per the formula set out in Exhibit A.

3.5.6 Immediately upon determination of the Purchase Consideration as provided in Clause 3.5.5 above and in any event prior to the Closing Date, the Company, Sellers, the Purchaser and the Purchaser Nominee shall execute a binding letter acknowledging and accepting the amount of final Purchase Consideration to be received by the Sellers, pursuant to the adjustments determined in Clause 3.5, if any.

4. CONDITIONS PRECEDENT

4.1 The obligation of the Purchaser to purchase the Sale Shares shall be subject to the fulfilment (or waiver in accordance with this Clause 4) of all of the following conditions ("**Conditions Precedent**"), on or prior to the Long Stop Date by the Sellers and/ or the Company:

4.1.1 each of the Sellers shall have provided a written confirmation, as provided in Schedule II, to the Purchaser stating that: (i) there has been no breach of the Warranties and each of the Warranties shall be true, accurate and complete in all respects as on the Closing Date, with the same force and effect as if they had been made on and as of such date; (ii) the Company is in compliance with the requirements of Clause 5 and Clause 11.4; and (iii) since the date of the Agreement nothing has occurred which has had or could reasonably be expected to have a Material Adverse Effect;

4.1.2 the Sellers and the Company shall have finalized and delivered to the Purchaser and Purchaser Nominee (if so applicable), all necessary information, annexures and supporting documents with respect to the transfer of Seller 1 Shares and Seller 2 Shares that are requested by the Purchaser and Purchaser Nominee (if so applicable) for the purposes of filing the Form FC-TRS;

4.1.3 the Company shall have appointed a valuer who shall either be a registered chartered accountant in India or a merchant banker registered with the Securities Exchange Board of India, permitted to issue a valuation report under the Foreign Exchange Laws and shall have obtained from such valuer a valuation report, determining the fair market value of the Sale Shares, in accordance with the pricing guidelines prescribed by the Reserve Bank of India and shall deliver a copy of the same to the Purchaser;

4.1.4 the Company shall make all necessary applications and take such other actions as required in relation to reserving new names of the Company, intimated by the Purchaser in writing, without using the words "AKORN";

4.1.5 a duly executed termination agreement terminating the following agreements (collectively, the "**Ancillary Agreements**"), with effect from the Closing Date, will be delivered to the Purchaser:

(a) Manufacturing and royalty agreement dated February 1, 2014, along with any addendum (if any), executed between the Company and the Seller 2;

(b) Trademark license agreement dated September 2016, along with any addendum (if any), executed between the Company and the Seller 2;

(c) Inter- company agreement dated September 9, 2019 executed between the Company and Seller 2; and

(d) Secondment agreement dated September 9, 2019 executed between the Company and Rishabh Jain;

4.1.6 Seller 2 shall procure an unconditional release of the Encumbrance created upon the Seller 2 Shares in favour of Wilmington Savings Fund Society to the satisfaction of the Purchaser ("**Encumbrance Release Letter**");

4.1.7 Each of the Sellers shall deliver to the Purchaser the Transaction Tax Documents in form and substance satisfactory to the Purchaser;

4.1.8 Each of the Sellers shall have prepared and kept ready undated, executed share transfer forms for the transfer of the Sale Shares in favour of the Purchaser and/or the Purchaser Nominee, subject to payment of applicable stamp duty by the Purchaser on the share transfer forms;

4.1.9 The Company shall have: (a) provided the Purchaser with copy of the actuarial valuation as of March 31, 2020 of its obligation under the Payment of Gratuity Act, 1972 and payment of leave encashment towards its employees; and (b) undertaken an actuarial valuation, as of June 30, 2020, of its obligation under the Payment of Gratuity Act, 1972 and payment of leave encashment towards its employees;

4.1.10 The Sellers shall obtain an order from the relevant bankruptcy court in United States approving the sale of Sale Shares in accordance with the terms of this Agreement ("**US Court Approval**");

4.1.11 Each of the Sellers shall provide to the Purchaser a no-objection certificate issued by the income tax assessing officer pursuant to Section 281 of the IT Act ("**Section 281 Certificate**") with respect to the sale of the Sale Shares and such Section 281 Certificate remaining valid as of the Closing Date. Provided if the Sellers are unable to procure the Section 281 Certificates within 30 (thirty) days of the Execution Date, then each of the Sellers shall instead provide to the Purchaser a certificate from a reputed chartered accountant (in the form acceptable to the Purchaser) ("**CA Certificate**") confirming that there are no pending or threatened (in writing) proceedings for any Tax liability of such Seller and/ or any pending Tax liability payable to the Tax Authority by such Seller under the IT Act as on the Closing Date;

4.1.12 The Company shall, and the Sellers shall cause the Company to, undertake all necessary corporate actions to split any of the share certificates held by Seller 1 in such a manner so as to facilitate transfer of 1 (one) Sale Share in favour of the Purchaser Nominee;

4.1.13 The Company shall, and the Sellers shall cause the Company to: (a) pay the DC Payables; (b) obtain no-dues certificates from Mr. Dheeraj Chopra in relation to the DC Payables; and (c) the Company and the Sellers shall have provided a written confirmation (as provided in Schedule II) to the Purchaser stating that the Company has fully and finally paid the DC Payables; and

4.1.14 The Company shall, and the Sellers shall cause the Company to: (a) organize a virtual tour of the Manufacturing Facility for the Purchaser and/or its representatives; and (b) make best efforts to provide the Purchaser and/or its representatives with physical access to the Manufacturing Facility during a site visit;

4.1.15 The Company shall, and the Sellers shall cause the Company to: (a) prior to the Closing Date, provide the Purchaser and/or its representatives access to necessary documents, records, work papers and information (in electronic or other format) with respect to the Company and the relevant employees, as may be reasonably required by the Purchaser, for the purpose of integration of their respective ERP systems (including cost and profit center codes within such systems); and (b) on or immediately prior to the Closing Date, provide the Purchaser with a balance statement (as of one day prior to the Closing Date) setting out the true and accurate closing balances / amounts for each such cost and profit center codes ("**Integration Exercise**");

4.1.16 The Company shall and the Sellers shall cause the Company to, provide the Purchaser with copies of the acknowledgement letters issued by the Reserve Bank of India pursuant to each Form FC-GPR relating to the allotments of: (i) 28,196 (Twenty Eight Thousand One Hundred and Ninety Six) Shares to Seller 1 on November 25, 2013; and (ii) 159,093 (One Hundred Fifty Nine Thousand and Ninety Three) Shares to Seller 1 on August 25, 2014, failing which, the Company shall, if required, initiate actions for the filing of necessary compounding applications with the Reserve Bank of India for compounding of violation of Foreign Exchange Laws;

4.1.17 The Company and the Sellers shall provide the Purchaser with a list of any corporate name, brand name, copyright, trademark, trade name, design or logos of each of the Sellers or their respective Affiliates (or any variations thereof) ("**Identified Brands**") that are necessary for the Purchaser to fulfil its obligations under Clause 7.7.1 below; and

4.1.18 The Company shall and the Sellers shall cause the Company to file applications with the trademark registry for effecting the change in proprietorship of the subsisting trademarks set out in **Schedule VI** from Kilitch Drugs (India) Limited to Akorn India Private Limited.

4.2 Notwithstanding anything contained elsewhere in this Agreement, the satisfaction of any Conditions Precedent (other than the US Court Approval) as required to be satisfied by the relevant Party may be waived in writing by the Purchaser at its sole discretion, to the extent such waiver is permissible under applicable Laws.

4.3 **Responsibility of Satisfaction**

4.3.1 The Parties shall cooperate with each other in good faith and provide necessary information and assistance required for the fulfillment of all obligations under this Agreement and under applicable Laws, including for the fulfillment of the Conditions Precedent, upon being required to do so by the other.

4.3.2 If any of the Sellers or the Company become aware of any event or circumstance that will or may prevent any of the Conditions Precedent from being satisfied, the Sellers or the Company, as the case may be, shall promptly notify the Purchaser in writing of the same.

4.3.3 With respect to each of the Conditions Precedent set out in Clause 4.1, the relevant Party shall notify the other Parties in writing and provide copies of any communications with any Government Authority relating to any Governmental Approval.

4.3.4 On the satisfaction of the Conditions Precedent set out in Clause 4.1, the Company and each of the Sellers will jointly issue a notice to the Purchaser, in the format provided in **Schedule II** *(Form of CP Satisfaction Notice)* hereto along with supporting documents evidencing that their respective Conditions Precedent have been completed ("**CP Satisfaction Notice**").

5. ACTIONS BETWEEN THE EXECUTION DATE AND THE CLOSING DATE

5.1 The Sellers shall ensure and procure that the Company, between the period from the Execution Date until the Closing Date, carries on the Business only in the Ordinary Course and takes all reasonable steps to preserve and protect its assets. Without prejudice to the generality of the foregoing, on and from the Execution Date and until Closing Date, the Company and/or the Sellers shall not do, or commit, arrange or agree to do, or undertake any action or omission which has the effect of committing, arranging or agreeing to do, any of the things set out at **Schedule V** (*Actions between Execution Date and Closing Date*), directly or indirectly, except with the prior written consent of the Purchaser (such consent not to be unreasonably withheld) and/or pursuant to any obligation under this Agreement. The Company and the Sellers shall cooperate with the Purchaser in order to facilitate the Integration Exercise to the satisfaction of the Purchaser.

5.2 Between the Closing Date and the Execution Date, the Sellers shall make best efforts to provide :

5.2.1 the Purchaser with reasonable access, whether by virtual or physical means, to certain employees of the Company as notified by the Purchaser to the Sellers in writing (including *via* e-mail) ("**Certain Company Employees**") for interaction between these Certain Company Employees and the Purchaser; and

5.2.2 the Purchaser with information in relation to the Company's obligation under the Payment of Gratuity Act, 1972 and payment of leave encashment with respect to certain employees of the Company (as notified by the Purchaser to the Sellers in writing, including *via* e-mail).

It is hereby agreed by all Parties that the inability to complete actions set out in Clauses 5.2.1 and 5.2.2 above shall not delay Closing if all the Conditions Precedent have been satisfied in accordance with the terms of this Agreement.

5.3 The Parties acknowledge that the Company shall be raising additional funds from the Sellers in the period between the Execution Date and the Closing Date. Accordingly, the Parties agree that the Company shall provide, to the other Parties, a final and updated shareholding pattern of the Company to reflect any additional issuance of Shares to the Sellers in accordance with applicable Law, as a result of any capital contribution made by them between the Execution Date and Closing Date. The Company shall provide the Purchaser with: (a) an updated and final shareholding pattern (which shall be in a format similar to Schedule I), along with copies of documents evidencing such issuance and allotment, within 3 (three) Business Days of such issuance and allotment of additional Shares to the Sellers; and (b) copies of Form FC-GPR along with all supporting documents and acknowledgement received from the Reserve Bank of India pursuant to the foregoing at least 3 (three) days prior to the Closing Date.

5.4 The Sellers shall, prior to the Closing Date, provide all such information and documents, that may be required by the Company, in order to report the details of the transfer of shares amounting to 21% (twenty one percent) of the total share capital of Seller 1 by Seller 2 pursuant to securities purchase agreement dated May 20, 2020, as required under section 285A of the IT Act read with Rule 114DB of the Income Tax Rules, 1962.

6. CLOSING

6.1 Closing shall take place at the registered office of the Company or at such other place as may be mutually agreed in writing by the Parties. Subject to Clause 3.5.3, Closing shall occur within 7 (seven) Business Days from the date on which the CP Satisfaction Notice is received by the Purchaser (unless the Purchaser has notified the Company and the Sellers, in writing, that any one or more of the Conditions Precedent have not been completed to its satisfaction), or such other date as may be mutually agreed in writing between the Parties ("**Closing Date**"). The Parties agree that the Closing may be consummated by electronic exchange of documents with the originals to follow.

6.2 **Closing Actions**

On the Closing Date, each of the following events shall take place simultaneously. Closing shall not be deemed to occur unless all the actions set out below in this Clause 6.2 have been completed:

6.2.1 The Company and the Sellers shall deliver the Updated Disclosure Letter, if any, to the Purchaser;

6.2.2 The Purchaser shall provide, and cause the Purchaser Nominee to provide, to their respective banks, irrevocable wire transfer instructions for effecting the following transfers:

(a) Transfer of their respective portions of the Seller 1 Purchase Consideration to the bank account designated by Seller 1 in accordance with Clause 3.2; and

(b) Transfer of Seller 2 Purchase Consideration to the bank account designated by Seller 2 in accordance with Clause 3.2.

The Purchaser shall provide a copy of the aforementioned instructions along with the acknowledgement, including a copy of MT-101/MT-103 SWIFT or equivalent details to enable the Sellers to track the remittance;

6.2.3 Simultaneous with the delivery of the irrevocable wire transfer instructions and a copy of MT-101/MT-103 SWIFT or equivalent details to enable the Sellers to track the remittance, each of the Sellers shall deliver the duly executed share transfer forms and original share certificates in respect of their respective Sale Shares to the Purchaser and the Purchaser Nominee;

6.2.4 Each of the directors on the Board ("**Resigning Directors**") shall have tendered their resignation, in the format as provided in **Schedule IV** *(Format of Resignation Letter*) which resignation shall be effective from the Closing;

6.2.5 The Company shall conduct a Board meeting ("**Closing Date Board Meeting**") at which there shall be passed a resolution to:

(a) approve/record the transfer of the Sale Shares from each of the Sellers to the Purchaser and the Purchaser Nominee;

(b) appoint Ms. Mahima Datla and Mr. Anand R. Kumar as additional directors of the Company;

(c) accept the resignation of the Resigning Directors with effect from the close of the Closing Date Board Meeting;

(d) authorize representatives of the Company for: (i) making the necessary endorsements on the relevant original share certificates relating to the Sale Shares indicating the names of the Purchaser and/or the Purchaser Nominee (as applicable) as the legal and/or beneficial owners thereof; (ii) procuring that relevant entries are made in (A) the register of members, the register of share transfer maintained by the Company, to record the sale and purchase of the Sale Shares between the Sellers and the Purchaser and/or the Purchase Nominee; and (B) the register of directors maintained by the Company, to record the appointment of the Purchaser's nominee directors and resignation of all the Resigning Directors from the Board;

(e) revoke all the powers of attorney and other similar authorizations issued by the Company in favour of any of the Sellers, the Resigning Directors or Sellers' representatives including change in the authorised signatories for the bank accounts operated by the Company;

(f) call for convening a general meeting of the Company on the same day, at shorter notice, to: (1) approve the change of name of the Company to remove the words "AKORN" and authorise the filing of an application in this regard with the Registrar of Companies ("**RoC**"); (2) regularize the appointment of the additional directors appointed on the Board; and (3) approve changes in the Constitutional Documents (collectively, the "**EGM Matters**");

(g) authorise the filing of necessary forms, returns or any other document or information with Government Authorities including RoC;

6.2.6 The Company shall convene an extraordinary general meeting of the shareholders of the Company on a shorter notice ("**Closing Date EGM**") and procure that the shareholders approve and pass necessary resolutions to adopt and approve the EGM Matters; and

6.2.7 The Company shall: (a) update all records of the Company (including the Company's register of members and register of transfers) to reflect the transactions contemplated in this Agreement; (b) enter the names of the Purchaser and/or the Purchaser Nominee in the Company's register of members as the holder of the relevant Sale Shares and provide the Purchaser and/or the Purchaser Nominee with a copy of the same (certified as true copy of the original); (c) provide duly endorsed share certificates pertaining to the Sale Shares to the Purchaser and/or the Purchaser Nominee; (d) provide certified true copies of the resolutions passed at the Closing Date Board Meeting and the Closing Date EGM respectively to each of the Sellers and the Purchaser; (e) provide copies of all forms filed with the RoC including, without limitation, Form DIR-12 together with receipts evidencing payment made in relation thereto to the Purchaser.

6.3 The Company shall deliver true and complete certified copies of the resolutions passed in the Closing Date Board Meeting and Closing Date EGM to the Sellers within 2 (two) Business Days of the Closing Date. The Sellers and the Company shall have finalised (to the satisfaction of the Purchaser) the drafts of all the documents required to be delivered as part of the Closing under Clause 6 at least 3 (three) Business Days prior to the Closing Date (unless agreed otherwise by the Purchaser).

6.4 The Company shall, within 10 (ten) Business Days following the Closing Date, file Form INC – 24 with the RoC to give effect to the change of name of the Company, subject to the Purchaser having received an approval from the Ministry of Corporate Affairs with respect to the proposed new name of the Company.

6.5 The consummation of all the activities specified in Clause 6.2 shall together constitute "**Closing**". The obligations of each of the Parties in Clause 6.2 are interdependent. Closing shall not occur unless all of the obligations specified in Clause 6.2, intended to take place on or prior to the Closing Date are complied with. Notwithstanding the provisions of this Clause hereto, all actions to be taken and all documents to be executed and delivered by the Parties at Closing under this Agreement shall be deemed to have been taken and executed and to have come into effect simultaneously.

6.6 If any of the obligations specified in this Clause 6 are not satisfied or completed due to a breach by the Company and/or the Sellers, then the Purchaser may, at its option, require the Company and the Sellers to take all steps to reverse the actions and transactions undertaken as part of the Closing (including refund of any portion of the Purchase Consideration remitted by the Purchaser and/or the Purchaser Nominee to any of the Sellers in accordance with the terms of this Agreement) ("**Purchaser Transaction Reversal Actions**") and the Closing shall not be deemed to have occurred. Provided however, in the event any of the obligations specified in Clause 6.2 are not satisfied or completed due to any reason solely attributable to the Purchaser, the Purchaser shall not be entitled to initiate the Purchaser Transaction Reversal Actions and the Parties shall proceed towards Closing.

6.7 The Parties agree that in the event obligations specified in Clause 6.2.2 are not satisfied by the Purchaser, the Purchaser shall, in the event the share certificate have been delivered to the Purchaser and/or the Purchaser Nominee, immediately return such share certificates to the respective Sellers ("**Sellers Transaction Reversal Actions**"). Provided however, in the event any of the obligations in Clause 6.2 are not satisfied or completed due to any reason attributable to the Sellers, the Sellers shall not be entitled to initiate the Sellers Transaction Reversal Actions and the Parties shall proceed towards Closing.

6.8 Upon completion of the Purchaser Transaction Reversal Actions or Sellers Transaction Reversal Actions, as the case may be, this Agreement shall automatically stand terminated without any further act or deed on the part of any Party.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 Purchaser Warranties

The Purchaser hereby represents and warrants to the Sellers and the Company, as on the Execution Date and as on the Closing Date, that:

7.1.1 it is a body corporate, that is validly existing under the Laws of the country of its incorporation;

7.1.2 it has the power and authority under applicable Laws to execute, deliver and perform this Agreement and has the financial capacity to pay the Purchase Consideration;

7.1.3 the execution, delivery and performance of this Agreement by it has been duly authorised and approved and does not require any further authorisation or consent of any third party;

7.1.4 upon execution, this Agreement will be a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms;

7.1.5 the execution, delivery and performance of this Agreement by it, and its promises, agreements or undertakings under this Agreement do not violate any applicable Laws, or violate or contravene the provisions of or constitute a default under its charter documents, or any contract or agreement to which it is a party;

7.1.6 it is not subject to any Liquidation Event; and

7.1.7 it is in compliance with applicable Sanction Laws and there is no investigation, inquiry or enforcement proceedings pending or, to the best of the knowledge of the Purchaser, threatened against the Purchaser with respect to any Sanction Laws.

7.2 **Warranties**

7.2.1 The Company and the Sellers, jointly and severally, represent and warrant to the Purchaser that the representations and warranties as set out in: (a) **Part A** of **Schedule III** (*Warranties*) ("**Fundamental Warranties**") are true, accurate and complete in all respects as on the Execution Date and shall continue to remain true, accurate and complete in all respects as on the Closing Date; and (b) the representations and warranties as set out in **Part B** of **Schedule III** (*Warranties*) ("**Company Business Warranties**") are true, accurate and complete in all respects as on the Execution Date and shall continue to remain true, accurate and complete in all respects as on the Closing Date, except as Disclosed.

7.2.2 The Company Business Warranties provided by the Company and the Sellers in this Agreement are subject to and qualified by facts and matters Disclosed in the Disclosure Letter and the Purchaser shall accordingly have no Indemnity Claim in respect of any of the Company Business Warranties in relation to any fact or matter so Disclosed or with respect to matters arising out of such Disclosure. It is clarified that: (A) no disclosure made in the Disclosure Letter shall be deemed adequate to disclose an exception to a Company Business Warranty, unless the disclosure contained therein identifies the relevant facts, matters, events and circumstances for such exception fully, specifically and accurately; and (B) no Disclosures shall be made against the Fundamental Warranties by the Sellers. A reference to any facts and circumstances being Disclosed in the Disclosure Letter shall be deemed to be a reference to them being fully, specifically and accurately Disclosed in the Disclosure Letter in such a manner that in the context of the disclosures contained in the Disclosure Letter: (i) the significance of the information disclosed and its relevance to a particular Company Business Warranty shall be highlighted by the Company and the Sellers in a manner reasonably expected to be understandable by the Purchaser, taking into account the paragraphs or subject matters in relation to which the information was Disclosed; and (ii) there is not omitted from, the information disclosed, any information which would have the effect of rendering the information so Disclosed untrue, incomplete or inaccurate in any respect; and (iii) in the context of any document treated as Disclosed by the Disclosure Letter, the matter disclosed is reasonably apparent from the terms of the document. The Parties agree and acknowledge that nothing disclosed to the Purchaser other than the disclosures made pursuant to or in the Disclosure Letter in accordance with the provisions of Clause 7.2.2 and Clause 7.2.3 shall constitute disclosure to the Purchaser for the purposes of this Agreement.

7.2.3 It is hereby agreed between the Parties that at least 4 (four) Business Days prior to the Closing Date, the Sellers and the Company may provide the Purchaser with an updated version of the Disclosure Letter ("**Updated Disclosure Letter**"), updated solely for the events occurring between the Execution Date and Closing Date which were not in the Knowledge of the Company as on the Execution Date. It is clarified that updates provided in the Updated Disclosure Letter shall not be deemed to have been included in the Disclosure Letter unless such updates are acceptable to the Purchaser in its sole and absolute discretion. Notwithstanding anything to the contrary, in the event that the Company and the Sellers propose to update the Disclosure Letter prior to the Closing, the Purchaser shall have the right, in its sole and absolute discretion, to (a) reject one or more such updates; and/or (b) accept any and/or all of such updates and proceed towards Closing subject to the Sellers undertaking to indemnify the Seller Indemnified Persons in relation to any Losses arising therefrom.

7.3 Each of the Sellers acknowledge that the Purchaser has entered into this Agreement placing reliance on the Warranties and the covenants and undertakings of the Sellers and that the Sellers have decided to enter into this Agreement and have agreed to transfer the Sale Shares making reliance upon, and in consideration of the payment of the Purchase Consideration, and the representations and warranties provided by the Purchaser. The Parties acknowledge that: (a) other than as set out in Clause 7 and **Schedule III** (*Warranties*), the Company and the Sellers shall not have made any warranty whatsoever, whether implied or otherwise; and (b) other than as set out in Clause 7.1, the Purchaser shall not have made any warranty whatsoever, whether implied or otherwise.

7.4 The representations, warranties and undertakings given pursuant to this Clause 7 shall each be separate and independent and each Party shall have a separate claim and right of action in respect of every breach of each such representation, warranty or undertaking.

7.5 Each Party undertakes to promptly notify the other in writing if it becomes aware of any fact, matter or circumstance (whether existing on or before the date of this Agreement or arising afterwards) which would cause any of the warranties given by it to become untrue or inaccurate or misleading in any respect. For avoidance of doubt, it is hereby clarified that such notice of a Party to the other Parties shall not absolve the Party giving the notice from any liability under this Agreement arising out of or in relation to such breach of warranty.

7.6 Except as Disclosed in the Disclosure Letter, all the Warranties, shall be valid notwithstanding any information or document furnished to or findings made by the Purchaser during its due diligence and no such information, document or finding relating to the Warranties and/or the Company and the Sellers of which the Purchaser has knowledge (actual, constructive or imputed), and no investigation by or on behalf of the Purchaser shall prejudice any claim made by the Purchaser for a breach of any of the Warranties under this Agreement or operate to reduce any amount recoverable (except for such specific Disclosures in the Disclosure Letter in relation to the Company Business Warranties) and it shall not be a defense to any claim against the relevant Sellers that the Purchaser knew or ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to such claim, except to the extent Disclosed in the Disclosure Letter.

7.7 **Undertakings**

7.7.1 The Purchaser undertakes that:

(a) Within 15 (fifteen) Business Days from the receipt of new certificate of incorporation by the Company (in form INC-25 as issued by the relevant RoC) reflecting its new name ("**Brand Usage Period**"), the Purchaser shall not, and shall ensure that the Company does not, use the word "AKORN" or the Idenitfied Brands or any name, copyright, trademark, logo or design which is similar or confusingly similar to the Identified Brands, in India and world over, whether as a suffix or a prefix or in any manner whatsoever. For the period commencing from the Closing Date till the completion of the Brand Usage Period ("**Transition Period**"), Seller 2 hereby grants to the Company a right to use the mark "AKORN" in connection with its Business including for display of the trade mark "AKORN" at its registered office and the Manufacturing Facility without payment of any fees/ royalties or consideration; and

(b) in any event, on and from completion of the Brand Usage Period and subject to the receipt of the Identified Signage List (*as defined hereinafter*), the Purchaser shall, and shall cause the Company to, remove all references to 'Akorn' and the Identified Brands from the Company's letterheads, brochures, sales promotional material, logos, publications, website, domain names, advertising literature, marketing systems, internet presence, and place of business set out in the Identified Signage List. In this regard, the Sellers shall, on the Closing Date, provide the Purchaser with a list of all locations/ spaces and the Company's properties, where the mark "Akorn" and/or the Identified Brands have been displayed, along with time and date stamped photographic evidence of the same taken at any time prior to the Closing Date ("**Identified Signage List**"). It is clarified that, the Purchaser shall not be responsible or liable for removing any marks, materials or signages which do not form part of the Identified Brand or the Identified Signage List provided by the Sellers.

7.7.2 Notwithstanding any of the foregoing, during the Transition Period and for such periods as provided in this Clause 7.7.2, the Company and the Purchaser shall be permitted to continue to reasonably use the mark "AKORN" and the Identified Brands solely for the purposes of: (a) compliance with applicable Laws (including references to the marks "AKORN" and the Identified Brands in historical tax and similar records); (b) the Governmental Approvals obtained by the Company) and all documents, communications in relation thereto till such time the Governmental Approvals have been amended to reflect the new name of the Company; and (c) litigations, disputes, departmental inquiries, and arbitrations involving the Company.

7.7.3 The Purchaser shall, within 45 (forty five) days from the date the RoC has approved the change in name of the Company, take appropriate steps to intimate all relevant Government Authority, Tax Authority, vendors and third parties with which the Company has any association of the change in the name of the Company and shall file all necessary applications to obtain revised Governmental Approvals reflecting the new name of the Company.

8. INDEMNIFICATION

8.1 Indemnification by Sellers

Subject to provisions of this Clause 8, each of the Sellers hereby jointly and severally agree and undertake to indemnify, defend and hold harmless the Purchaser Nominee, the Purchaser and each of its directors and officers (which, upon Closing, shall also include the Company and its directors and employees) ("**Seller Indemnified Person(s)**") from and against any and all actual and direct losses, liabilities, damages, demand, fines, awards, judgements, settlements, Taxes, reasonable costs and expenses asserted against, imposed upon or incurred or suffered by the Seller Indemnified Persons (including any reasonable fees of attorneys' and other advisors) (together, "**Losses**") arising out of, or resulting from or in connection with: (a) any misrepresentation, breach or inaccuracy of the Warranties as set out in this Agreement; (b) any failure to perform, in whole or part, by the Sellers and/or the Company, of its obligations under Clauses 5, 6.6 and 11.4; (c) any Transaction Tax; and/ or (d) any act of fraud or gross negligence or wilful misconduct of the Sellers and/or the Company.

8.2 **Indemnification by Purchaser**

Subject to provisions of this Clause 8, the Purchaser hereby agrees to indemnify, defend and hold harmless the Sellers ("**Purchaser Indemnified Person**") from and against any and all actual and direct Losses severally, arising out of, or resulting from or in connection with (a) any misrepresentation or any breach of the Purchaser Warranties, or (b) any failure to perform or breach, in whole or part, by the Purchaser of its obligations under Clause 6.6, Clause 7.7.1 (subject to the last line of Clause 7.7.1(b)), 7.7.2 and Clause 7.7.3, or (c) any act of fraud or gross negligence or wilful misconduct of the Purchaser, provided that: (i) the total liability of the Purchaser to Sellers pursuant to this Clause shall not exceed the Purchase Consideration paid to the Sellers; and (ii) claim against such Loss is made by the relevant Seller to the Purchaser within 18 (eighteen) months from the Closing Date. Provided further that, the monetary and time limitations on liability set out in part (i) and (ii) of this Clause 8.2 shall not be applicable in case of any act of fraud or gross negligence or wilful misconduct of the Purchaser.

8.3 **Indemnification Procedure**

8.3.1 Each of the Seller Indemnified Person and the Purchaser Indemnified Person (the "**Indemnified Person(s)**") on becoming aware of a claim pursuant to this Clause 8 ("**Indemnity Claim**"), shall promptly (and, in any case, within 7 (seven) Business Days from the date of becoming aware of such matter) notify in writing ("**Indemnity Notice**") to the Seller(s) and/or the Purchaser (as the case may be) from whom the indemnification is sought (the "**Indemnifying Person(s)**"). The Indemnity Notice issued by the Indemnified Person(s) will also contain, to the extent available with the Indemnified Person(s), all the facts, matters, circumstances and documents that gave rise to the Losses and the full amount of the Losses incurred or suffered, or such amount of Losses estimated (to the extent possible) which are expected to be incurred or suffered by the Indemnified Person(s). It is clarified that a delay of the Indemnified Person to provide Indemnity Notice to the Indemnifying Person within the timelines prescribed under this Clause 8.3.1 shall not relieve the Indemnifying Person of its indemnification obligations hereunder, except to the extent failure to give timely Indemnity Notice directly results in: (a) the forfeiture of, or prejudices the, defense by the Indemnifying Persons or (b) an increase of the quantum of Loss, which increase is solely attributable to the relevant Indemnified Person(s).

8.3.2 If the Indemnifying Person(s) contests the merits of the Indemnity Claim as set out in the Indemnity Notice, then it shall give a notice to the Indemnified Person(s) within 10 (ten) Business Days from the date of receipt of the Indemnity Notice, setting out, in reasonable detail, the reasons of such objection.

8.3.3 If the Indemnifying Persons(s) has notified its objections to the Indemnified Person(s) within such time limits as specified in Clause 8.3.2 above, then the Indemnifying Person(s) and Indemnified Person(s) will meet within 20 (twenty) days of such notification to amicably resolve such issue. In the event the Indemnifying Person(s) and Indemnified Person(s) do not reach an agreement in relation to the Indemnity Claim within 30 (thirty) days following the date of objection by the Indemnifying Person(s) (including if the Indemnifying Person(s) or Indemnified Person(s) do not propose a date or refuse to participate in a meeting proposed by the other Party within the above timeframe), then a dispute shall be deemed to have arisen and such dispute shall be referred to arbitration in accordance with Clause 10.3.

8.3.4 Any Indemnity Claim accepted by the Indemnifying Person(s) shall be paid as soon as possible and in no event later than 30 (thirty) days from the date on which the Indemnity Claim is notified to the Indemnifying Person(s). Where this is not the case any indemnity shall be paid as soon as possible and in no event later than 30 (thirty) days following: (a) an agreement/ settlement between the Indemnifying Person(s) and the Indemnified Person(s) in relation to the Indemnity Claim; or (b) the dispute having been decided between the Indemnifying Person (s) and the Indemnified Person(s), pursuant to the procedure set out in Clause 10.3.

8.4 **Third Party Claims**

8.4.1 If a claim by a Third Party is made against a Seller Indemnified Person arising out of a matter for which the Seller(s) are obligated to indemnify the Seller Indemnified Person(s) pursuant to Clause 8.1 ("**Third Party Claim**"), the Seller Indemnified Person shall promptly, and in any event no later than 15 (fifteen) days from the date of receipt of a written notice with respect to such Third Party Claim (unless a lesser time period has been provided for in the Third Party Claim), notify the Seller(s) in writing of such Third Party Claim ("**Third Party Claim Notice**"). It is clarified that a delay of the Seller Indemnified Person(s) to provide the Third Party Claim Notice to the Seller(s) within the timelines prescribed under this Clause 8.4.1 shall not relieve the Seller(s) of their indemnification obligations hereunder, except to the extent failure to give timely Third Party Claim Notice directly results: in (a) the forfeiture of, or prejudices the, defense by the Indemnifying Person(s) or (b) an increase in the quantum of Loss, which increase is solely attributable to the relevant Seller Indemnified Person(s). The Third Party Claim Notice shall contain the details regarding the matter that has given rise to the Third Party Claim including, the nature of the Third Party Claim and the amount claimed in respect thereof, in each case to the extent known to the relevant Seller Indemnified Persons, and all relevant documents and particulars relating to the Third Party Claim to the extent available with the relevant Seller Indemnified Persons.

8.4.2 Upon receipt of the Third Party Claim Notice, the Sellers shall, by written notice to the Seller Indemnified Person(s), communicate (no later than 25 (twenty five) days of the receipt of such Third Party Claim Notice (unless a lesser time period has been provided for in the Third Party Claim)) their decision to either: (i) defend such Third Party Claim on their own (with their own counsel and at its own expense), in consultation with the Seller Indemnified Person(s) (who shall have the right to participate in the defense of such Third Party Claim at its own cost), within such period within which the defense ought to be assumed to comply with requirements mandated by the Third Party claimant's notice or otherwise as required under applicable Law; or (ii) not assume the defence of such Third Party Claim, which, for the avoidance of doubt, shall be notified to the Seller Indemnified Person(s) within such reasonable period as may be necessary for the Purchaser to take necessary actions pursuant to the Third Party Claim Notice. It is agreed that if the Seller(s) elects to assume the defense of a Third Party Claim, and a payment obligation relating thereto becomes due and payable (whether by the Company or the Sellers), the Seller (s) shall make such payment or otherwise cause to be discharged such Third Party Claim in a manner as set out in Clause 8.4.5 below. Notwithstanding anything to the contrary, in the event the relevant Seller(s) fails to respond to the Third Party Claim Notice within the period set out above, and the Seller Indemnified Person(s) assumes the defense or settles such Third Party Claim itself, then the Seller(s) shall remain liable for the costs and reasonable expenses of such Third Party Claim including all court costs, posting of any security, payment of any interim amounts as required by any Government Authority.

8.4.3 Without prejudice to the rights of the Seller Indemnified Person(s) under this Agreement, if the Seller(s) have assumed the conduct of any dispute, defense or appeal of a Third Party Claim pursuant to Clause 8.4.2(i) above, it shall do so at its own cost and expense and shall, except as provided hereinafter, have full control of such defence proceedings.The Seller(s) shall also keep the Seller Indemnified Person(s) informed as to the status of such Third Party Claim.The Seller Indemnified Person(s) will fully cooperate with the Seller(s) in relation to the conduct of such dispute, defense or appeal of the Third Party Claim. The Sellers shall: (a) use all reasonable efforts in the defense as would be reasonably practicable to preserve the collective rights of the Parties with respect to such Third Party Claim; and (b) consider (to the extent possible) the comments and actions that the Seller Indemnified Person(s) may reasonably request in the handling of the Third Party Claim. In the event the Seller(s) have assumed the conduct of any dispute, defense or appeal of a Third Party Claim pursuant to Clause 8.4.2 (i) above, such Seller(s) shall, jointly and/or severally, be entitled at any stage to settle the Third Party Claim, provided that the Seller Indemnified Person(s)' prior written consent (which shall not be unreasonably withheld) shall be required for any such settlement if: (i) such settlement does not provide an unqualified or unconditional release to the Seller Indemnified Person(s) from all liability in relation to such Third Party Claim; or (ii) where such Third Party Claim relates to any Tax Claims (for the avoidance of doubt, the defense of which is not being conducted by the Seller Indemnified Person(s) as set out below) and the Seller Indemnified Person(s) has notified the Seller(s) that such settlement materially and adversely impacts any positions which the Seller Indemnified Person has or may take in relation to its own Tax assessments. Notwithstanding the foregoing, if the Seller(s) have assumed the conduct of any dispute, defense or appeal of a Third Party Claim pursuant to Clause 8.4.2(i) above, the Seller Indemnified Person(s) shall have the right to participate in the defense of such Third Party Claim with a counsel selected by it, subject to the Seller(s)' right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Seller Indemnified Person(s) *provided* that if, in the reasonable opinion of the Purchaser: (i) the Third Party Claim relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation against the Seller Indemnified Person(s); or (ii) the Third Party Claim relates to any proceedings being initiated by the relevant Government Authority alleging any contravention of the Foreign Exchange Laws or in connection with any breach of the Fundamental Warranties (including any Tax Claims on the Sale Shares), then the Seller(s) agree and undertake that the Seller Indemnified Persons shall, for the avoidance of doubt subject to Clause 8.4.4, take over the conduct of any dispute, defense or appeal of such Third Party Claim and the Seller(s) shall be liable for the reasonable fees and expenses of counsel appointed by the Seller Indemnified Person(s) in this regard ("**Purchaser Controlled Claim (s)**").

8.4.4 In the event the Seller(s) notify, in writing, to the Seller Indemnified Person(s) to not assume the defense of the Third Party Claim pursuant to Clause 8.4.2(ii) or in case of Purchaser Controlled Claim(s), the Seller Indemnified Person(s) shall proceed to control the defense, negotiation or settlement of such Third Party Claim or proceeding, provided that: (a) the Seller Indemnified Person(s) shall use all reasonable efforts in the defense as would be reasonably practicable to preserve the collective rights of the Parties with respect to such Third Party Claim; (b) the Seller Indemnified Person(s) shall consider (to the extent possible), the comments and actions as the Sellers, together, may reasonably request in the handling of the Third Party Claim; (c) the Seller Indemnified Person(s) shall keep the Sellers reasonably informed about the status of the proceedings and the expenses incurred; and (d) the Seller Indemnified Person(s) shall not (without the prior written consent of the Sellers, which shall not be unreasonably withheld or delayed) agree to any compromise or settlement arising from such Third Party Claim where such compromise or settlement: (i) results in the admission of guilt or admission of illegality on behalf of the Sellers; (ii) does not provide an unqualified or unconditional release to the Sellers from all liability in relation to such Third Party Claim; and (iii) does not have payment of monetary damages as the sole relief granted or agreed.

8.4.5 Notwithstanding any other provision in this Agreement, the Parties agree that: (i) in the event of any Loss which has arisen to or been suffered or incurred by any Seller Indemnified Person(s) as a result of any interim order by a court or any Government Authority (including any deposits payable) pursuant to this Clause wherein the Seller Indemnified Person is required to make such payments or deposits upfront, pending any final order or determination or adjudication, then, the Sellers acknowledges that the Sellers shall be liable to immediately make available such amount to the Seller Indemnified Person for such Loss; (ii) where a payment obligation under a Third Party Claim becomes due and payable (whether by the Company, the Purchaser or the Sellers) including pursuant to a judgement, order by any Government Authority or arbitral award which, in each case, is not subject to any stay or other legal suspension or postponement, or where the Parties have agreed not to prefer an appeal, or a settlement or compromise having been consummated in accordance with the provisions of Clause 8.4, the Seller(s) shall make such payment or otherwise cause to be discharged such Third Party Claim in a manner that such payment obligation is satisfied no later than 3 (three) Business Days prior to the date on which it becomes due and payable.

8.4.6 The Parties agree that if a claim by a Third Party is made against the Sellers arising out of a matter for which the Purchaser is obligated to indemnify the Sellers pursuant to Clause 8.2 above, the procedure and provisions set out under Clause 8.4 shall apply *mutatis mutandis* in respect of such claim and in such an event the Purchaser shall be deemed to be the indemnifying person and the "Seller Indemnified Persons" shall be deemed to be the Sellers.

8.5 **Limitation of liabilities**

8.5.1 Overall Cap

The total liability of the Sellers to the Seller Indemnified Person(s) for any Losses suffered by it, or any claim for damages or any other remedies available to the Seller Indemnified Person(s) shall not in the aggregate exceed the amount equivalent to: (a) 100% (one hundred percent) of the Purchase Consideration received by the Sellers, in relation to claims arising on account of Fundamental Warranties; (b) 20% (twenty percent) of the Purchase Consideration received by the Sellers, in relation to any claims arising on account of the Company Business Warranties (save and except Company Tax Warranties); and (c) 25% (twenty five percent) of the Purchase Consideration received by the Sellers, in relation to any claims arising on account of Company Tax Warranties. In no event shall the Sellers' aggregate liability under this Agreement exceed the Purchase Consideration, provided that the aforesaid monetary limitations shall not apply to any Losses claimed on account of any Warranties being made fraudulently or as a result of wilful concealment of facts by any of the Seller(s) and/or the Company.

8.5.2 Indemnity Threshold

The relevant Indemnifying Person(s) shall not be liable for payment of any Indemnity Claim under this Agreement unless: (a) an individual Indemnity Claim results in a Loss, in accordance with the terms of this Agreement, exceeding 1% (one percent) of the Purchase Consideration ("**De Minimis Threshold**") (collectively referred as "**Relevant Claims**"); and (b) such Relevant Claims, when aggregated, results in a Loss in accordance with the terms of this Agreement, exceeding 5% (five percent) of the Purchase Consideration (the "**Payment Threshold**"). Upon the aggregate of the Relevant Claims (whether unrelated or relating to a series of connected matters or arising out of the same subject matter, cause of action facts, events or circumstances) exceeding the Payment Threshold, the relevant Indemnified Person(s) shall be entitled to claim the entire amounts from the first rupee thereof (and not only the portion that exceeds the Payment Threshold). The Parties agree and acknowledge that the aforesaid limitations shall not apply to any Indemnity Claim relating to any Fundamental Warranties or any Loss(es) claimed by the Purchaser on account of any Warranties made fraudulently or as a result of wilful concealment of facts by any of the Sellers and/or the Company.

8.5.3 Time Limits

The relevant Indemnifying Person(s) shall have no liability in respect of any Indemnity Claim unless the relevant Indemnified Person(s) shall have given notice in writing to the Indemnifying Person of such Indemnity Claim within: (a) 7 (seven) years from the Closing Date in relation to Fundamental Warranties; (b) 18 (eighteen) months from the Closing Date in relation to Company Business Warranties (other than Company Tax Warranties); and (c) 7 (seven) years from the financial year in which Closing takes place in relation to the Company Tax Warranties. For the avoidance of doubt, it is hereby clarified that as long as a claim is made by the Indemnified Person(s) in the manner provided in this Agreement which relates to events and matters prior to the expiry of the relevant Warranty time period provided herein, such Indemnity Claim shall survive the expiry of the time limitations specified herein.

8.5.4 Subsequent Recovery

If the relevant Indemnifying Person(s) pays an amount which fully discharges any Indemnity Claim raised by an Indemnified Person(s) under this Agreement for Losses suffered by such Indemnified Person(s) and the Indemnified Person(s) (whether by payment, discount, credit, relief or otherwise) recovers from a Third Party, a sum which compensates the Indemnified Person(s) for such Loss and which otherwise would not have been received (including for the avoidance of doubt, any tax refunds, insurance amounts or similar recoveries) by the Indemnified Person(s), the Indemnified Person(s) will pay to the relevant Indemnifying Person(s) an amount equivalent to the amount recovered from such Third Party, less any reasonable costs and expenses incurred in obtaining such recovery and less any Tax paid or payable by the Indemnified Person(s) under applicable Law at the time of the recovery of the sum from a Third Party, provided, that such repayment shall not exceed the amount of the payment that the relevant Indemnifying Person(s) had previously paid to such Indemnified Person(s) in respect of such Loss and after paying such amounts to the relevant Indemnifying Person(s), the Indemnified Person(s) remains fully compensated in respect of the original Loss incurred. The Seller Indemnified Person agrees that in the event Tax is required to be withheld or deducted at source on the amount so paid or required to be paid pursuant to this Clause 8.5.4, such amount shall be grossed up with the amount of Tax, required to be so withheld or deducted, such that the Sellers receive the same amount after the applicable withholding or deduction, which it would have otherwise received, had no withholdings or deduction taken place.

8.5.5 Double Claims

The relevant Indemnified Person(s) will not be entitled to recover from the relevant Indemnifying Person(s) under this Agreement more than once in respect of the same Loss suffered.

8.5.6 No Special and Indirect Damages

No special, indirect or consequential damages, regardless of the legal theory on which the Indemnity Claim is based, will be recoverable hereunder.

8.5.7 No liability for contingent claims

If any breach of the Warranties arises by reason of any liability of the Company which, at the time of such breach or claim, is a contingent liability (to the extent disclosed in the Financial Statements subject to the Warranties set out in Paragraph 3 of **Part B** of **Schedule III** (*Warranties*) remaining true, accurate and complete or otherwise Disclosed as part of the Disclosure), then the Sellers shall not be under any obligation to make any payment in respect of such breach or claim unless and until such liability ceases to be contingent and crystallizes into an obligation to make a payment. Provided further, the Parties agree that in the event such liability ceases to be contingent or crystallizes into an obligation to make a payment to the Seller Indemnified Persons, the Sellers shall only be obligated to pay the amount that is in excess of the amount provisioned as contingent liability in the Financial Statements (to the extent disclosed in the Financial Statements subject to the Warranties set out in Paragraph 3 of **Part B** of **Schedule III** (*Warranties*) remaining true, accurate and complete or otherwise Disclosed as part of the Disclosure). It is clarified that where a claim has been made under this Clause 8 within the time period set out in Clause 8.5.3 above, the Sellers shall be under an obligation to make payments in respect of such breach or claim even if such liability ceases to be contingent and results into an obligation to make a payment after the time period set out in Clause 8.5.3.

8.5.8 Specific provisions

(a) If and to the extent that:

(i) the amount of any allowance, provision or reserve (other than any provision or reserve for Tax) made in the Audited Accounts is found, by the Purchaser (at its sole discretion), to be in excess of the matter for which such allowance, provision or reserve was made;

(ii) any sum is received by the Company after the Closing Date which sum was written off as irrecoverable in the Audited Accounts,

then the amount of any such excess or receipt as the case may be (net of Taxes), shall be credited against and applied in relieving the Sellers from any liability it would otherwise incur in respect of any Indemnity Claim under the Company Business Warranties, or at the option of the Purchaser, shall be credited against and applied in or towards satisfaction of any Indemnity Claims which the Purchaser may have against the Sellers under this Agreement.

(b) The exclusions provided in Clause 8.5.8(a) above shall be applicable subject to the Warranties set out in Paragraph 3 of **Part B** of **Schedule III** (*Warranties*) remaining true, accurate and complete.

(c) Notwithstanding anything to the contrary set out herein, the exclusions provided in Clause 8.5.8(a) above shall not apply to any Indemnity Claim relating to any Fundamental Warranties or any Loss(es) claimed by the Purchaser on account of any Warranties made fraudulently or as a result of wilful concealment of facts by any of the Sellers and/or the Company.

8.5.9 Modification in law

No Party shall be liable for any breach of this Agreement which directly arises as a result of: (a) any legislation not in force on or prior to the Closing Date; or (b) any change after the Closing Date of any generally accepted interpretation or application of any Laws by the Government Authorities.

8.5.10 Acts of Indemnified Person

The Indemnifying Person shall not be liable in respect of any claim under or in connection with this Agreement to the extent that the claim is attributable directly and solely to:

(a) any act, omission or transaction carried out by or at the written request of or with the written consent of any Indemnified Person or any of their successors in title or assigns;

(b) anything expressly required to be done or omitted to be done by the Indemnifying Person as required in terms of this Agreement and in accordance with the requirements of applicable Law;

(c) any matter that have been specifically Disclosed by the Sellers in the Disclosure Letter;

(d) arises solely and directly from the facts, events or circumstances, that take place or arise after the Closing Date, to the extent such claim or Loss is not caused or increased on account of any facts, events, circumstances, omissions or breaches that occurred prior to the Closing Date.

8.5.11 Sole remedy

The Indemnified Person(s) agree(s) that the right of indemnification as set out in this Clause 8 shall be the sole monetary remedy available to the Indemnified Person(s). Notwithstanding the foregoing or anything else to the contrary, in the event of any Losses relating to (i) any act of fraud, wilful misconduct or gross negligence; or (ii) subject to the other limitations set out in Clause 8.5, where Indemnity Claims remain outstanding / unpaid to the relevant Indemnified Persons after the relevant Indemnified Person has exhausted its right of indemnification in accordance with this Clause 8, the relevant Indemnified Person(s) may exercise any rights and remedies that such Indemnified Person(s) may have at Law or in equity for recovery of the amounts outstanding.

8.5.12 If any Loss is suffered by the Company upon the occurrence of any of the events set forth and referenced in this Clause 8, then such Loss suffered or incurred by the Company shall be deemed to be the Loss suffered or incurred by the Purchaser for the purpose of the indemnification obligations of the relevant Seller(s)**.**

8.5.13 Notwithstanding anything to the contrary in this Agreement, any payment made pursuant to Clause 8.1, shall be free from any set-off, deduction or withholding. In the event Tax is required to be withheld or deducted at source on the amount, so paid or required to be paid pursuant to Clause 8.1, such amount shall be grossed up with the amount of Tax, required to be so withheld or deducted, such that the Seller Indemnified Person(s) receives the same amount after the applicable withholding or deduction, which it would have otherwise received, had no withholdings or deduction taken place.

8.6 **No Restitution**

Subject to Clause 8.5.4, each of the Sellers shall not claim any restitution from the Company, in relation to any payments that would be made by such Seller to the Seller Indemnified Persons pursuant to the terms of this Clause 8 and each Seller hereby forever waives any such claim in perpetuity.

9. TERM AND TERMINATION

9.1 **Term**

This Agreement shall be effective, valid and binding from the Execution Date until the date of termination of this Agreement in accordance with this Clause 9.

9.2 **Termination**

9.2.1 This Agreement may be terminated:

(a) at any time on or prior to the Closing Date by mutual agreement (in writing) of all the Parties;

(b) by the Purchaser, on the Long Stop Date if the Conditions Precedent are not fulfilled to its satisfaction on or before the Long Stop Date, except on account of the Purchaser not undertaking the virtual tour and/ or physical site visit as set out Clause 4.1.14 after the Sellers have provided access for a virtual tour and/ or made best efforts to provide physical site visit;

(c) by any Party if the Closing has not occurred on or before the Long Stop Date;

(d) by the Purchaser, by issuing a written notice to the Sellers and the Company upon the occurrence of a Material Adverse Effect and such event constituting a Material Adverse Effect, if capable of being cured, is not cured within 20 (twenty) days, after the Company and/or the Sellers are notified by the Purchaser in writing of the same;

(e) by the Sellers, by issuing a written notice to the Purchaser upon the occurrence of a Material Adverse Effect to the extent it relates to an event covered in part (a) of the definition of Material Adverse Effect;

(f) by the Purchaser upon the occurrence of a Liquidation Event in respect of the Sellers or the Company, on or prior to Closing Date;

(g) by any of the Sellers and the Company (acting jointly) upon the occurrence of a Liquidation Event with respect to the Purchaser on or prior to Closing Date;

(h) at any time on or prior to the Closing Date, by the Purchaser, if there is a breach of the Company Business Warranties that amounts to a Material Adverse Effect or a breach of the Fundamental Warranties by the Company and/or the Sellers, and such breach, if capable of being cured, is not cured within 20 (twenty) days, after the Company and/or the Sellers are notified by the Purchaser in writing of the same;

(i) at any time on or prior to the Closing Date, by the Sellers and the Company (acting jointly) if there is a breach of any of the Warranties by the Purchaser and such breach, if capable of being cured, is not cured within 20 (twenty) days, after the Purchaser is notified by Sellers in writing of the same; or

(j) in accordance with Clause 6.8 above.

9.2.2 Termination of this Agreement shall be without prejudice to the rights and remedies of any Party that have arisen or accrued on or prior to such termination.

9.3 **Survival**

The provisions of Clause 1 *(Definitions)*, Clause 8 (*Indemnification),* Clause 9.3 (*Survival*), Clause 10 *(Governing Law and Dispute Resolution)* and Clause 11 *(Miscellaneous)*, shall survive termination of this Agreement.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 **Governing Law**

This Agreement, the documents to be entered into pursuant to it, all agreements made in furtherance of this Agreement, and all rights, obligations and actions arising therefrom shall be governed by and be construed in accordance with the applicable Laws of India. Subject to Clause 10.2 and Clause 10.3, this Agreement shall be subject to the exclusive jurisdiction of the courts in New Delhi, India.

10.2 **Negotiation**

The Parties agree to negotiate in good faith to resolve any Dispute (*as defined hereinafter*) between them in relation to or arising out of this Agreement. If the negotiations do not resolve the Dispute within a period of 30 (thirty) days when the Dispute rose, then such Dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with Clause 10.3 of this Agreement.

10.3 **Arbitration**

Subject to Clause 10.2 above, any dispute, controversy, claims or disagreement of any kind whatsoever between or among the Parties or any 2 (two) or more of them, in connection with or arising out of this Agreement or the breach, termination or invalidity thereof ("**Dispute**") shall be referred to and finally resolved by arbitration. In the event of such arbitration:

10.3.1 the arbitration shall be in accordance with the rules of the Singapore International Arbitration Centre ("**SIAC**") for the time being in force and such rules are deemed to be incorporated by reference in this Clause 10.3;

10.3.2 all proceedings of such arbitration shall be in the English language. The seat of the arbitration shall be Singapore and the venue shall be New Delhi;

10.3.3 the arbitration panel shall consist of 3 (three) arbitrators. The claimant, on one hand, shall appoint 1 (one) arbitrator, and the respondent(s), on the other hand, shall jointly appoint 1 (one) arbitrator and the third arbitrator, who shall serve as chairman, shall be appointed jointly by the other two arbitrators;

10.3.4 the existence or subsistence of a Dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of the Parties under this Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award;

10.3.5 the arbitration panel shall have the power to grant any legal or equitable remedy or relief available under applicable Law, including injunctive relief (whether interim and/ or final) and specific performance. For avoidance of doubt, each party to the Dispute shall be entitled to apply to the appropriate court of competent jurisdiction for interim or interlocutory relief in respect of such arbitration;

10.3.6 the arbitration panel shall also have the power to decide on any dispute regarding the validity of this Clause 10.3; and

10.3.7 the arbitration panel shall render a written and reasoned award in writing at the earliest and in its award, also, decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration. Any arbitral award or measures ordered by the arbitration panel: (a) may be specifically enforced by any court of competent jurisdiction; (b) shall be final and binding on the Parties; and (c) the Parties waive irrevocably any rights to any form of appeal, review or recourse to any state or other judicial authority in so far as such waiver may validly be made.

11. MISCELLANEOUS

11.1 **Counterparts**

This Agreement may be executed in counterparts, all of which shall constitute one and the same agreement binding on all Parties. Delivery by way of exchanging signature pages through electronic mail shall take effect as delivery of an executed counterpart of this Agreement. Any such aforementioned exchange of signature pages among the Parties shall constitute a valid execution of this Agreement, where an electronic copy of this Agreement is also circulated to the Parties.

11.2 **Notices**

Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given if: (a) delivered personally; or (b) sent by international courier service, if addressed to the concerned Party as follows:

If to Seller 1	**:**	**WorldAkorn Pharma Mauritius**
Address	:	C/O Ocorian Corporate Services (Mauritius) Limited, 6th Floor, Tower A, 1 Cybercity, Ebene Mauritius
E-mail	:	WorldAkornMauritius@abaxservices.com
Attention	:	To the directors
If to Seller 2	**:**	**Akorn, Inc.**
Address	:	1925 West Field Court, Suite 300, Lake Forest, IL, 60045
E-mail	:	Jennifer.bowles@akorn.com
Attention	:	Jennifer Bowles
With copy to	:	
Address	:	1925 West Field Court, Suite 300, Lake Forest, IL, 60045
E-mail	:	Sharon.nowakowski@akorn.com
Attention	:	Sharon Nowakowski
If to the Purchaser	**:**	**Biological E. Limited**
Address	:	18/1 and 3, Azamabad, Hyderabad 500020
E-mail	:	mahipalreddy.saddi@biologicale.com
Attention	:	Mr. Mahipal Reddy Saddi
If to the Company	**:**	**Akorn India Private Limited**
Address	:	1st Floor, Cowrks, Worldmark-1, Asset Area-11 Aerocity, Hospitality District, IGI Airport, NH-8, New Delhi 110037
E-mail	:	dheeraj.chopra@akornindia.com
Attention	:	Mr Dheeraj Chopra

In addition to the above, copies of notices shall be sent through electronic mail. Any notice delivered personally shall be deemed to have been served on delivery with proof of acknowledgment. Unless there is evidence that it was received at a different time, notice pursuant to this Clause shall be deemed to have been served if: (i) sent by established courier services within a country, 3 (three) Business Days after posting it; (ii) sent by established courier service between two countries, 6 (six) Business Days after posting it; and (iii) sent by electronic mail, on the same date. It is also agreed between the Parties that any notices addressed to any Seller also be addressed to each of the Seller 1 and Seller 2.

11.3 **Costs**

11.3.1 Each Party shall bear its own costs and expenses in relation to or in connection with the preparation, negotiation, execution and completion of this Agreement and for the fulfilment of its obligations.

11.3.2 For the avoidance of doubt, it is hereby clarified that all costs in relation to stamp duty for the transfer of the Sale Shares (if in physical form) from the Sellers to the Purchaser to the extent applicable, including stamp duty payable on this Agreement and 2 (two) counterparts, the share transfer forms and any stamp duty payable in connection with the execution of this Agreement, shall be borne by the Purchaser. Except for the foregoing, all Taxes relating to the Proposed Transaction shall solely be borne by the Party on whom such Taxes may be levied.

11.3.3 The Party which is responsible for making a regulatory application to the Government Authority shall bear the cost of such regulatory application. For the avoidance of doubt, it is hereby clarified that in the event the Closing of the Proposed Transaction cannot take place as a result of non-receipt of Governmental Approvals, then the Parties shall not be liable to reimburse any costs incurred by a Party/ the Parties in connection with the Proposed Transaction.

11.4 **Confidentiality**

11.4.1 Subject to Clauses 11.4.2 and 11.4.3, each Party:

(a) Each Party shall treat as strictly confidential:

(i) the terms of this Agreement, its existence, all information and other materials passing between it and the other Parties in relation to the Proposed Transaction contemplated by this Agreement (including all the information concerning the Company, the Sellers and their respective Affiliates and their business transactions and financial arrangements);

(ii) the existence and contents of the discussions (including all proposals, queries, plans, minutes or recordings of such discussions) or other communications concerning the Proposed Transaction, including any of the terms, conditions, status or other facts with respect to such discussions, negotiations and/or Proposed Transaction;

(iii) all information in whatever form (including, without limitation, in written, oral, visual or electronic form, or on tape or disk) relating to the Company, the Proposed Transaction, the Sellers or any of their directors, officers, representatives, in whatever form communicated, obtained or maintained, regardless of whether it has been prepared by or on behalf of the Sellers, the Company or any of their representatives, including any non-public information obtained/exchanged in writing, electronically or visually from or orally through discussions with the Sellers, the Company or any of their representatives, and all valuations, opinions, analyses, compilations, forecasts, studies, or other documents, to the extent that they contain or are derived from such information; and

(iv) any original or copy of document, electronic file or other item that contains any information described above;

(collectively referred to as the "**Information**"), and

(b) shall not without the prior written consent of the other Parties, divulge the Information to any other Person or use the Information other than for carrying out the purposes of this Agreement.

11.4.2 The term Information shall not include such portions of Information which the Party using or disclosing such Information ("**Disclosing Party**") can show that has or have become generally available to the public, other than as a result of a disclosure or other default of this Agreement by the Disclosing Party or its representatives.

11.4.3 Notwithstanding the other provisions of this Clause 11.4, the Disclosing Party may disclose Information:

(a) If and to the extent required by applicable Laws;

(b) If and to the extent required or requested by any Government Authority to which the Disclosing Party is subject; and

(c) To its directors, employees, professional advisors, agents, auditors and bankers ("**Advisors**"), to such extent the Disclosing Party believes the Advisors have a reasonable need to know.

It is clarified, for the avoidance of doubt, that any Advisors to whom Information is disclosed shall be bound by the restrictions contained in this Clause 11.4 or shall execute a non-disclosure agreement containing substantially similar provisions as mentioned in this Clause 11.4 with the relevant Disclosing Party and shall be subjected to the same duty of care in relation to Information as the Disclosing Party, and any breach of the provisions of this Clause 11.4 by the Advisors of a Party will be deemed to be a breach by the concerned Disclosing Party.

11.4.4 Any Information to be disclosed pursuant to Clause 11.4.3(a) or 11.4.3(b) shall be disclosed only after consultation with the other Parties to the extent practicable and permitted by applicable Laws.

11.4.5 In the event that this Agreement gets terminated and the transactions contemplated hereby cannot be implemented, then each Party shall, upon the written demand made by the other Party(ies), immediately return, destroy, or expunge the Information, together with any copies of such Information which are in its possession.

11.5 **Announcements**

11.5.1 No announcements or other disclosure concerning the transactions contemplated by this Agreement or any ancillary matter shall be made by any Party, save as agreed between the Parties in writing.

11.5.2 Notwithstanding anything else in this Agreement, either Party or its Affiliates may make an announcement concerning the Proposed Transaction, if required by applicable Laws or by the rules of a stock exchange on which it is listed, in which case the Party concerned shall take all steps necessary for complying with the requirements of applicable Laws. The concerned Party shall take reasonable steps to obtain the consent of the other Parties on the contents of such announcement, prior to making the announcement, provided however, that failure to obtain such consent shall not prohibit or delay such concerned Party from making such disclosure.

11.6 **Assignment**

11.6.1 Notwithstanding anything to the contrary contained in this Agreement: (a) no rights, liabilities or obligations under this Agreement shall be assigned by any of the Sellers or the Company without the prior written consent of the Purchaser and each of the Sellers and the Company shall require any permitted successors, assignees, whether direct or indirect to assume and agree to perform or cause to be performed such Party's obligations under this Agreement; and (b) the Purchaser may assign all or any its rights, liabilities or obligations under this Agreement to any Affiliate or Third Party without the prior written consent of the other Parties hereto. Notwithstanding the foregoing, if the Company is merged with the Purchaser, then this Agreement may be assigned and transferred by the Company to the Purchaser pursuant to such merger, without the prior written consent of any of the Sellers.

11.6.2 This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

11.7 **Relationship**

Each Party hereto is an independent contractor and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be in any way construed to constitute either Party as the agent, employee or representative of the other. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement.

11.8 **Entire Agreement**

The Transaction Documents supersede all prior discussions and agreements (whether oral or written, including all correspondence), if any, between the Parties with respect to the Proposed Transaction, and the Transaction Documents (together with any amendments or modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof or thereof, as the case may be.

11.9 **Severability**

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

11.10 **Amendment**

This Agreement shall not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

11.11 **Waiver**

No waiver shall be valid unless given in writing by the Party or Parties from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of or acquiescence to continuing or succeeding breach or default of such provisions, any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

11.12 **Further assurances**

11.12.1 Subject to the terms of this Agreement, the Parties shall do, or cause to be done, such further acts, deeds, matters and things and execute such further documents as may be reasonably required to give full effect to the terms of the Transaction Documents, including, without limitation, filing the relevant Forms FC-TRS and other necessary forms and/or documents with relevant Government Authorities.

11.12.2 Each Party shall procure that its Affiliates comply with all obligations under this Agreement which are expressed to apply to any such Affiliates.

11.12.3 After the Closing, to the extent that the Purchaser or the Company is required under applicable Law to make any regulatory notification or filing or obtain any fresh registration or licenses, the Sellers undertake to provide the Purchaser with all such assistance, including providing any information and documents, as may be reasonably requested by the Purchaser.

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(Schedules and Exhibits to follow)

The following schedules and exhibits have been omitted pursuant to Rule 601(a)(5), a copy of any omitted schedule or exhibit will be furnished to the U.S. Securities and Exchange Commission upon request.

- SCHEDULE I
  - PART A: SHAREHOLDER DETAILS
  - PART B: SHAREHOLDING PATTERN ON THE CLOSING DATE
- SCHEDULE II FORM OF CP SATISFACTION NOTICE
- SCHEDULE III WARRANTIES
  - PART A | FUNDAMENTAL WARRANTIES
  - PART B | COMPANY BUSINESS WARRANTIES
- SCHEDULE IV FORMAT OF RESIGNATION LETTER
- SCHEDULE V ACTIONS BETWEEN EXECUTION DATE AND CLOSING DATE
- SCHEDULE VI MARKS PENDING NAME CHANGE
- EXHIBIT A Formula to determine “Purchase Consideration” (as adjusted pursuant to terms of the Agreement)
- EXHIBIT 1 LIST OF FIXED ASSETS
- EXHIBIT 2
  - PART A - FREEHOLD PROPERTIES
  - PART B - LEASEHOLD PROPERTIES
- EXHIBIT 3
  - PART A- LIST OF COMPANY OWNED IP
  - PART B- LIST OF COMPANY LICENSED IP
- DISCLOSURE LETTER ISSUED BY AKORN INDIA PRIVATE LIMITED, WORLDAKORN PHARMA MAURITIUS, AND AKORN, INC.

(*Signature pages to follow*)

FOR AND ON BEHALF OF **WORLDAKORN PHARMA MAURITIUS**

/s/ Keni Lufor
Authorised Signatory
Name: Keni Lufor

[*This signature page forms an integral part of the share purchase agreement executed by and amongst Akorn India Private Limited, WorldAkorn Pharma Mauritius, Akorn, Inc. and Biological E. Limited.*]

FOR AND ON BEHALF OF **AKORN, INC.**

/s/ Joseph Patrick Bonaccorsi
Authorised Signatory
Name: Joseph Patrick Bonaccorsi

[*This signature page forms an integral part of the share purchase agreement executed by and amongst Akorn India Private Limited, WorldAkorn Pharma Mauritius, Akorn, Inc. and Biological E. Limited.*]

FOR AND ON BEHALF OF **AKORN INDIA PRIVATE LIMITED**

/s/ Joseph Patrick Bonaccorsi
Authorised Signatory
Name: Joseph Patrick Bonaccorsi

[*This signature page forms an integral part of the share purchase agreement executed by and amongst Akorn India Private Limited, WorldAkorn Pharma Mauritius, Akorn, Inc. and Biological E. Limited.*]

FOR AND ON BEHALF OF **BIOLOGICAL E. LIMITED**

/s/ Mahima Datla

Authorised Signatory
Name: Mahima Datla
Managing Directory, DIN: 00965039

[*This signature page forms an integral part of the share purchase agreement executed by and amongst Akorn India Private Limited, WorldAkorn Pharma Mauritius, Akorn, Inc. and Biological E. Limited.*]

SCHEDULE III

WARRANTIES

PART A | FUNDAMENTAL WARRANTIES

1. **Organization and Capital Structure**

Each Seller is duly incorporated and validly existing under the applicable Laws of its respective jurisdiction of incorporation.

2. **Existence, Power and Authority**

2.1 The Sellers have all requisite power and authority to execute and deliver this Agreement and the other Transaction Documents and to perform their obligations under this Agreement. This Agreement has been duly and validly executed by the Sellers.

2.2 The Sellers have duly and properly undertaken all corporate acts and other proceedings required to be taken for authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents.

2.3 Except for: (i) US Court Approval; (ii) necessary corporate authorizations as may be required under respective applicable Laws approving the signing / execution, delivery and performance of the Agreement by each of the Sellers; and (iii) in case of Seller 2, the Encumbrance Release Letter, the execution, delivery and performance of this Agreement by the Sellers does not require any further authorization or consent of any third party (including a Government Authority).

2.4 Upon execution and delivery and subject to the US Court Approval, this Agreement shall be a legal, valid and binding obligation of the Sellers, enforceable in accordance with its terms.

2.5 The Sellers are not subject to a Liquidation Event; and no events have occurred which are likely to give rise to a Liquidation Event in respect of a Seller. No steps have been taken by any third party to enforce any security over the Sale Shares, and no event has occurred to give the right to any third party to enforce such security.

3. **Title and Ownership of Sale Shares**

3.1 The Sellers are the sole legal and beneficial owners of their respective Sale Shares (as indicated against their names in **Part A** of **Schedule I** (*Shareholder Details*)). Seller 1 has the right to exercise all voting and other rights over the Seller 1 Shares. Subject to the pledge on Seller 2 Shares created in favour of Wilmington Savings Fund Society, Seller 2 has the right to exercise all voting and other rights over the Seller 2 Shares. Except as set out herein below each Seller, and, in case of Seller 2, subject to the terms of the Encumbrance Release Letter, has, and shall have on the Closing Date, good, clear and marketable title to its respective Sale Shares, free and clear of any and all Encumbrances and claims whatsoever, with full right and authority to deliver the same to the Purchaser under this Agreement, which will convey to the Purchaser good, clear and marketable title to such Sale Shares, free and clear of all claims and Encumbrances. Other than the pledge of Seller 2 Shares in favour of Wilmington Savings Fund Society pursuant to resignation and appointment agreement dated April 1, 2020, no Person has a claim to be entitled to any such Encumbrance on any of the Sale Shares. On and from the Closing Date, no Person (including, but not limited to, Wilmington Savings Fund Society) shall be entitled to any Encumbrance on any of the Sale Shares.

3.2 The Sale Shares held by the Sellers comprise 100% (one hundred percent) of the issued and paid-up share capital and have been legally, properly and validly issued, allotted or acquired in accordance with applicable Laws (including Foreign Exchange Laws) and the Constitutional Documents and are each fully paid or credited as fully paid.

3.3 The Sellers (or anyone on their behalf) have not done, committed or omitted to do any act, deed, matter or thing whereby the Sale Shares can be forfeited, extinguished or rendered void. Neither the Seller nor anyone acting on its behalf has entered into or arrived at any agreement and/or arrangement, written or oral, with any Person in respect of the Sale Shares which will render the purchase of the Sale Shares by the Purchaser in violation of such agreements.

3.4 There is no litigation pending against the Sellers in respect of its respective Sale Shares that would prevent the Sellers from entering into or consummating the terms of this Agreement.

4. **No Conflicts**

The execution and delivery by the Sellers of this Agreement and the other Transaction Documents does not, and the performance of the terms of this Agreement by the Sellers will not, conflict with, or result in any violation of or breach of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Encumbrance upon any of the assets and properties of the Company under, any provision of (i) the Constitutional Documents of the Company or the charter documents of the Sellers; or (ii) any applicable Laws; or (iii) any indenture, mortgage, agreement or other instrument or arrangement to which each of them are a party or by which each of them are bound. Except for: (i) necessary corporate authorizations as may be required under respective applicable Laws approving the signing / execution, delivery and performance of the Agreement by each of the Sellers; and (ii) in case of Seller 2, the Encumbrance Release Letter and the US Court Approval, the consummation of the Proposed Transaction does not trigger any consent requirement from any Third Party including any Government Authority under the Foreign Exchange Laws or under the terms of any license or registrations or permits held/obtained by the Company or pursuant to any contract or arrangement with any Person.

5. **Sellers' Tax Warranties**

5.1 No legal proceeding is pending against, and no Government Authority has asserted that any Tax is owed by any of the Sellers, under or in connection with any failure to comply with, any of the provisions of the IT Act. No event has occurred and no condition or circumstance exists, that will or would reasonably be expected to result in the Proposed Transaction being declared void or otherwise impeded pursuant to Section 281 of the IT Act.

5.2 The Transaction Tax Documents (other than the Big Four Opinion) as well as documents and information furnished by each of the Sellers for the purposes of obtaining a Big Four Opinion are true, accurate and complete and the amount of Tax required to be withheld by the Purchaser, as set forth in the Big Four Opinion, is in accordance with the applicable Law.

5.3 Neither of the Sellers is a tax resident of India under section 6 of the IT Act for the entire Indian Tax Year in which the Closing occurs.

5.4 The sale of Sale Shares shall not attract any actual tax liability in the hands of each of the Sellers, as may be chargeable to tax under the IT Act (even without recourse to respective tax

treaties) given that the transaction shall result in capital loss, and the sale of Sale Shares is not subject to any tax withholding in India.

6. **Incorporation and Business of the Company**

6.1 The Company is duly incorporated and validly existing in India.

6.2 The Company: (a) has all necessary corporate power to own and deal with its assets, including the Manufacturing Facility as currently operated; and (b) is duly authorized to carry on the business as now conducted and the Business has been, at all times, carried out, in accordance with its Constitutional Documents and applicable Laws. Other than the Business, the Company is not and was not engaged in any other business.

6.3 As on the Execution Date, the authorized share capital of the Company is INR 60,000,000 (Indian Rupees Sixty Million) divided into 6,000,000 (Six Million) Shares of INR 10 (Indian Rupees Ten) each. The issued, subscribed and paid-up share capital of the Company is INR 48,523,770 (Indian Rupees Forty Eight Million Five Hundred Twenty Three Thousand Seven Hundred and Seventy) divided into 4,852,377 (Four Million Eight Hundred Fifty Two Thousand Three Hundred and Seventy Seven) Shares of INR 10 (Indian Rupees ten) each.

7. **Existence, Power and Authority of the Company**

7.1 The Company has all requisite power and authority to execute and deliver this Agreement and the other Transaction Documents and to perform its obligations under this Agreement. This Agreement has been duly and validly executed by the Company.

7.2 The Company has duly and properly undertaken all corporate acts and other proceedings required to be taken for authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents. Except for resolutions of the board of directors approving the execution, delivery and performance of this Agreement and/or the other Transaction Documents by the Company, the Company does not require any further authorisation or consent of any third party (including a Government Authority).

7.3 Upon execution and delivery and the US Court Approval, this Agreement shall be a legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

7.4 The Company is in compliance with applicable Sanction Laws and there is no notice of investigation, inquiry or enforcement proceedings pending or threatened (in writing) received by the Company with respect to any Sanction Laws and to the Knowledge of the Company, no circumstances exist which may give rise to such proceedings.

7.5 The Company is not subject to any Liquidation Event, and no events have occurred which are likely to give rise to a Liquidation Event in respect of the Company. No steps have been taken to enforce any security over any assets of the Company (including the Manufacturing Facility), and no event has occurred to give the right to enforce such security.

7.6 The execution and delivery by the Company of this Agreement and the other Transaction Documents does not, and the performance of the terms of this Agreement by the Company will not, conflict with, or result in any violation of or breach of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any lien upon any of the assets and properties of the Company under, any provision of (i) the Constitutional Documents; or (iii) any applicable Laws; or (iii) any indenture, mortgage,

agreement or other instrument or arrangement to which it is a party or by which it, or its assets are bound.

8. **Capitalization, Shareholding and Constitutional Documents of the Company**

8.1 The copies of the Constitutional Documents delivered to the Purchaser are true, correct and complete copies and the Company has complied with all the provisions of its Constitutional Documents and, in particular, has not entered into any *ultra vires* transaction.

8.2 **Part A** of **Schedule I** (*Shareholder Details*) accurately set out the number and type of Shares owned by, and the name of, each holder of such Shares as of the Execution Date. All issued and outstanding shares of the Company are duly authorized, validly issued and fully paid in compliance with applicable Law (including the Foreign Exchange Laws) and the Constitutional Documents.

8.3 The Company does not have any existing grants and has not agreed to grant any stock options (including employee stock option) or other equity rights (including warrants) nor have they issued or agreed to issue any security convertible into Shares to any Person. The Company and the Sellers have not received any notice from any Person claiming any right in connection with the foregoing.

8.4 The Company has no share application monies in consideration of which issuance and allotment of any securities has not been made. The Company has not issued any partly-paid Shares. There are no securities which have been reserved for issuance and there are no subsisting options, warrants, calls, rights or other contracts to which the Company is a party or by which the Company is bound, obligating the Company to issue, exchange, deliver or cause to be issued, exchanged or delivered any securities of the Company. No holder of indebtedness of the Company has any right to convert or exchange such indebtedness for any securities.

8.5 Neither the Company nor the Sellers has entered into any voting arrangements or shareholders agreement, in respect of the Shares, which is in force and effect, other than the Articles.

8.6 The Company has duly issued all the share certificates with respect to the Shares of the Company. All share certificates issued with respect to the Shares of the Company and the share transfer forms are duly stamped in accordance with applicable Law; however in case of (i) share certificate number 18 dated October 23, 2019; and (ii) share certificate number 19 dated November 28, 2019, the challan evidencing payment of stamp duty amounting to INR 88,500 (Indian Rupees Eighty Eight Thousand and Five Hundred) and INR 90,350 (Indian Rupees Ninety Thousand Three Hundred and Fifty) respectively have not been received by the Company.

8.7 The Company has not given any right to any Person which enables such Person to participate in the profits of the Company.

8.8 Each issuance, allotment and/or transfer of Shares has been made in compliance with applicable Laws, including the Foreign Exchange Laws and the provisions of letter dated February 15, 2012 (as amended vide amendment letter dated April 26, 2012) issued by the Foreign Investment Promotion Board ("**Approval Letters**") and all the necessary corporate action required to be performed by the Company for such issuance, allotment and/or transfer of Shares under applicable Laws have been duly performed. The acquisition of the

Manufacturing Facility by the Company from Kilitch Drugs (India) Limited pursuant to the business transfer agreement dated October 6, 2011 did not require any Governmental Approval under the extant Foreign Exchange Laws and in terms of the Approval Letters.

PART B | COMPANY BUSINESS WARRANTIES

1. **Corporate Matters**

1.1 The Company has no subsidiaries and does not own any shares or stock in the capital of or have any beneficial or other interest in any company or business organisation of whatever nature and the Company does not control or take part in the management of any other company or business organisation.

1.2 The Company has no branch, division, agency, place of business, operation or assets outside India.

1.3 The registers of members of the Company in respect of each Share have been duly maintained and contain true and complete records of the members from time to time of the Company and the Company has not received any notice from the relevant RoC or any other Person stating that any of the records of such members is incorrect or incomplete or should be rectified.

1.4 The statutory books (including the minutes of the Board and shareholders' meetings) of the Company, required to be maintained as per applicable Law, are up-to-date, in its possession and are true and complete in all material respects in accordance with applicable Law.

1.5 All resolutions, annual returns and other documents required to be delivered to the relevant RoC in accordance with the Law, have been, in all material respects, properly prepared and filed and were true and complete as of the date of such filing.

1.6 The Company has duly made all material filings of forms, reports and returns, as required under the applicable Law, including without limitation, all filings that are required to be made by the Company pursuant to the various transfers and allotment of its Shares, since incorporation. Notwithstanding the foregoing, all regulatory filings made by, or on behalf of the Company under Foreign Exchange Laws and pursuant to the provisions of the Approval Letters have been properly filed in compliance with the applicable Laws in all respects and as of their respective filing dates, and no such regulatory filing was untrue, inaccurate or misleading as at the date on which it was filed and continues to remain true, accurate and not misleading.

1.7 There are no subsisting powers of attorney granted by the Company.

2. **No Proceeding or Investigations Pending or Threatened**

2.1 Other than as set out in the Disclosure Letter, no notice of any claim (including any Tax Claim) has been received for any action, suit, audit, litigation, arbitration or administrative proceeding, of or before any court, tribunal or Government Authority or arbitral body (including with respect to any action, suit, audit, litigation, arbitration or administrative proceedings that have been settled) or threatened (in writing) or pending against the Company or in relation to the assets of the Company, including the Manufacturing Facility.

2.2 Except as Disclosed, no order, or injunction, temporary or permanent, or an order for execution or other similar process has been levied or, to the Knowledge of the Company, applied for, in respect of the assets and/ or undertaking of the Company and/or restraining the Company from undertaking the business as currently conducted.

3. **Financial Matters**

3.1 The Audited Accounts give a true, and fair and complete view of the state of affairs and results of operations including profits, assets, liabilities and cashflows of the Company as of and for the period covered therein. The Audited Accounts are not affected by any extraordinary, exceptional or non-recurring items. The Audited Accounts have been prepared on a proper and consistent basis, in accordance with applicable accounting standards and have been duly filed in accordance with applicable Law in all material respects.

3.2 The unaudited financial statements for the financial year ended as on March 31, 2020 have been prepared on a consistent basis with the historic management accounts of the Company and give a true, and fair and complete view of the state of affairs and results of operations including profits, assets, liabilities and cash flows of the Company as of and for the period covered therein.

3.3 The books of accounts of the Company have been duly maintained in accordance with applicable accounting standards in all material respects, and comprise true and fair records of information required to be recorded therein and are on a basis consistent with that adopted in preparing the audited accounts of the Company for the previous 3 (three) financial years.

3.4 The Company has not borrowed any money which it has not repaid in full; and the Company does not have any liabilities or debts, whether accrued or absolute other than liabilities or debts reflected or reserved against in the Financial Statements. The Company has not entered into any off-balance sheet transactions or incurred any liability (present or contingent) which is not recorded in the Financial Statements.

3.5 No Encumbrances (including guarantees or bank guarantees) or any other agreement or arrangement having a similar effect over any present or future assets or revenues of the Company have been created or agreed to be created by the Company and/or the Sellers or their Affiliates, except as stated in the Financial Statements.

3.6 Since the Accounts Date:

3.6.1 the business of the Company has been conducted or maintained in the Ordinary Course;

3.6.2 the Company has not disposed, or agreed to dispose of or otherwise Encumber any asset (including Manufacturing Facility) or assumed or incurred any liabilities (including contingent liabilities, any change, damage, destruction or loss of assets, whether or not covered by insurance), or agreed to do any of the above, otherwise than in the Ordinary Course;

3.6.3 the Company has not paid, made, or declared any dividend or a buyback of shares or other distribution;

3.6.4 the Company has not suffered any change or event having a Material Adverse Effect or incurred any material loss or liability;

3.6.5 the Company has not issued or agreed to issue any securities of the Company, except to the Sellers, or made any other changes, to its issued and paid-up share capital, except in relation to issue of any securities to the Sellers;

3.6.6 except as required in the Ordinary Course, the Company has not made or agreed to make any capital expenditure;

3.6.7 except as Disclosed, the Company has not announced or altered the compensation package of any employee, including by way of payment of bonus and, or any other long term incentive plan or retention payment (by whatever name called);

3.6.8 to the Knowledge of the Company, the Company has no receivable or loans and advances which could be classified as doubtful or bad except as set out in the Financial Statements;

3.6.9 the Company has not changed its method of accounting policy, or made any tax election;

3.6.10 the Company has not availed of any borrowing or created or agreed to create any indebtedness in the books of the Company or has provided any loan to, or guarantee the indebtedness of, any Person; and

3.6.11 the Company has not entered into any Related Party transactions or commitment or otherwise departed from its Ordinary Course.

4. **Taxes**

4.1 Except as Disclosed, the Company has complied with on a proper and timely basis, all the requirements as specified under the respective Laws relating to Tax as applicable to it in relation to returns, computations, notices, deductions, withholdings and information which are or are required to be made or given by the Company to any Tax Authority for the period prior to the Closing Date, and such returns, computations, notices, deductions, withholdings and information furnished by the Company to Tax Authorities are, to the Knowledge of the Company, correct and all applicable Taxes have been deducted, collected, withheld, deposited and paid and filings with respect to the same have been done and completed in accordance with Law and no Tax Claim is ongoing or pending or has been received or threatened (in writing) in respect thereof.

4.2 The Company is not subject to Tax in any jurisdiction other than India.

4.3 The amount of Taxes chargeable on the Company during any assessment period has not been affected to any extent by any concession, arrangement, agreement or other formal or informal arrangement with any Tax Authority (not being a concession, agreement or arrangement available to companies generally).

4.4 The Company has granted, delivered or issued or provided all certificates, forms and other documents to other Persons required under the applicable Law relating to the Taxes, save in relation to matters which are in progress in the Ordinary Course.

4.5 Except as Disclosed, any right to a repayment or relief of taxation to or in respect of the Company, to the extent that such right was taken into account in the Financial Statements and not written-off, is, to the Knowledge of the Company, available and is not lost, reduced or cancelled.

4.6 No relief (whether by way of deduction, reduction, set-off, exemption, postponement, roll-over, hold-over, repayment or allowance or otherwise) from, against or in respect of any Taxation has been claimed and/or given to the Company.

4.7 Each of the Sellers holds, and has always held the Sale Shares on “capital account” or “investment account” and not on “trading account” or “stock-in-trade”.

5. **Compliance with Applicable Law**

5.1 The Company is and has been in compliance with applicable Law in material respects and the business and operations of the Company have been materially carried on in accordance with applicable Law.

5.2 The Company had obtained all licences, permissions, certificates, registrations, authorisations, specifications, consents, and/or filing of a notification report ("**Consent(s)**") that were material for carrying on the Business in Ordinary Course when the Manufacturing Facility was in use and all such Consents were valid, in full force and effect and have been complied with in all material respects when the Manufacturing Facility was in use. Notwithstanding the generality of the foregoing, the Company has obtained and duly complied with the conditions set out in the Consents required under the Drugs and Cosmetics Act, 1940 and rules made thereunder in relation to the Business, in all material respects, and that such Consents are valid, in force and effect and, to the Knowledge of the Company, there are no circumstances which indicate that such Consents are likely to be revoked or not renewed.

5.3 Except as Disclosed, all export obligations of the Company have been duly discharged in accordance with the relevant Consents granted to the Company under the EPCG Scheme and there are no outstanding obligations / liability of the Company in this regard; and, to the Knowledge of the Company, no circumstances exist which may result in the invocation of the relevant indemnity bonds issued by the Company in this regard.

6. **Assets of the Company**

6.1 The Company does not own any assets except as reflected in the Financial Statements ("**Assets**") and no material assets need to be written off as per the applicable generally accepted accounting principles.

6.2 A list of the fixed assets of the Company as of March 31, 2020 has been set out in **Exhibit 1** of this Schedule.

6.3 Except as Disclosed, all the Assets included in the Financial Statements or acquired since the Accounts Date are the sole and exclusive property or the validly leased/licensed property and are in the possession or under the control of the Company. The Company maintains a fixed assets register in accordance with applicable Laws.

6.4 All fixed Assets of the Company, that are material for conducting the Business, are in a good and usable condition, except ordinary wear and tear.

6.5 Except as Disclosed, in relation to the material Assets of the Company, no written notices, orders, proposals, applications or requests adversely affecting or adversely relating to any of such Assets have been served on the Company or made by any Government Authority.

6.6 All the Assets of the Company are free and clear of any and all Encumbrances.

6.7 The Company has good and marketable title to all the Assets which are owned by the Company.

6.8 All the Assets owned by the Company, or in respect of which the Company has a right of use, are in the possession or under the control of the Company.

6.9 All the land and buildings owned by the Company ("**Freehold Properties**") or leased, controlled, occupied or used by the Company or in relation to which the Company has any right, interest or liability ("**Leasehold Properties**") have been set out in in **Exhibit 2** of this Schedule. The term "**Properties**" shall collectively mean the Freehold Properties and the Leasehold Properties.

6.10 The information in respect of the Freehold Properties as set out in Exhibit 2 of this Schedule is true, complete and accurate and not misleading in any respect.

6.11 The original title documents in relation to the Freehold Properties which are identified in the Disclosure Letter are either in the possession or under the control of the Company.

6.12 Except for the observations set out in the Manufacturing Facility Seismic Report, the structures and buildings constructed on the Freehold Properties are fit for using for the various purposes for which they are currently being used, and such use is permitted as of right under all applicable Laws, including planning and zoning laws applicable to such Freehold Properties. The Freehold Properties have reasonable access to a public road, for the purpose of transporting the finished products from the Manufacturing Facility.

"**Manufacturing Facility Seismic Report**" means the seismic assessment reports, dated August 31, 2015, made by Indian Institute of Technology, New Delhi on the general block, general block extension, cephalosporin block, administration and quality control block building and utility block building for Zone IV compliance.

6.13 The constructions and buildings on the Freehold Properties have been constructed in all material respects in accordance with applicable Laws and, except as set out in the Manufacturing Facility Seismic Report, are structurally sound, are in good operating condition and repair, ordinary wear and tear excepted, are free from latent and patent defects, are suitable for the purpose for which they are planned to be used and have been maintained in compliance with applicable Law.

6.14 The Company is the legal and beneficial owner of, and otherwise absolutely entitled to, each of the Freehold Properties and the Company is in peaceful and undisturbed possession of the Freehold Properties.

6.15 None of the Properties are subject to or likely to become subject to, any matter which might adversely affect the Company's ability to conduct its Business.

6.16 No Property is subject to an order, resolution or proposal for compulsory acquisition under applicable Law.

6.17 The Company has paid all stamp duties, registration charges, rates, Taxes, charges, interests, penalties, cess and dues of any kind payable to any authority for the acquisition, use and/or maintenance of the Properties.

6.18 The Company has, in its actual possession or under its control, all the relevant deeds and documents which are necessary to prove good, valid and marketable title to all its Properties.

6.19 The Company enjoys peaceful and undisturbed possession under each lease for each Leasehold Properties.

6.20 The Company is not liable to pay any sums in relation to any Leasehold Property other than the usual rates, rents, taxes and maintenance expenses as specified in the agreement entered into by the Company in respect of the relevant Leasehold Property.

6.21 Except as Disclosed, there is no liability which remains outstanding beyond 30 (thirty) calendar days of the payment due date for any rent, service charge, insurance rent, utilities or other outgoings in respect of any Leasehold Property.

7. **Employment Matters**

7.1 All salaries, wages, fees or other contractual arrangements to employees (including directors, senior executives), consultants, workmen, contractor, contract labourer have, to the extent due, been paid or accounted for or discharged in full. The Company has paid/contributed to the various employee benefits including gratuity, provident funds and other statutory dues as per the requirements prescribed under Employment Law, and, to the Knowledge of the Company, there has been no default in relation to such statutory payments.

7.2 Except as Disclosed, the Company is in compliance in material respects with all central, state or other applicable Employment Laws, relating to employment and employment practices, terms and conditions of employment, and wages, benefits, and work-hours of its employees/contract employees, including, without limitation, the Payment of Gratuity Act, 1972; Employees Provident Fund and Miscellaneous Provisions Act, 1952; the Payment of Bonus Act, 1965; the Employees State Insurance Act, 1948; Equal Remuneration Act, 1976; Maternity Benefit Act, 1961; The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013; Contract Labour (Regulation and Abolition) Act, 1970; Minimum Wages Act, 1948 and the Shops and Establishments Act and the rules framed thereunder.

7.3 Except as Disclosed, there are no outstanding payment obligations, other than in Ordinary Course, owed by the Company towards any contractor and/ or contract labour engaged by the Company.

7.4 The Company has not at any time adopted or approved any share incentive scheme or profit sharing scheme for all, or any of, its directors, employees, officers or consultants.

7.5 The Company has obtained necessary insurance for all its employees consistent with industry practice and has also at relevant times complied with all its obligations under such insurance policies and the relevant statute in all material respects and there are no claims pending by any employee or Third Party in respect of any accident or injury which have not been fully covered by insurance.

7.6 Except as Disclosed, no gratuitous payment has been made or promised by the Company in connection with the actual or proposed termination or suspension of employment or variation of any contract of employment of any present or former director or employee.

7.7 No liability has been incurred by the Company for breach of any contract of service or for services, for redundancy payments or for compensation for wrongful dismissal or unfair dismissal or for failure to comply with any order for the reinstatement or re-engagement of any key employee.

7.8 Except as Disclosed, no employee is entitled to any payment, increase in any compensation or benefits, acceleration of payment or vesting of any such compensation or benefits, share incentive scheme, long term incentive plans, retention payment including as a result of or in

connection with the entering into or consummation of the transactions contemplated under this Agreement and no arrangement with respect to the foregoing (whether oral or written) is in place.

7.9 Except as Disclosed, there is not in existence any written or unwritten contract of employment, service or consultancy entered into by the Company which cannot be terminated by 3 (three) months' notice or less without giving rise to any claim for damages or compensation.

7.10 Except as Disclosed, no benefits in kind are payable to or are provided to any director, senior executive, consultant or employee of the Company.

7.11 No past or present director, senior executive, employee or consultant has made any claim against the Company for loss of office or arising out of the termination of his office or employment (including any redundancy payment) and there is no event which would or might give rise to any such claim. Except as Disclosed, the Company is not involved in any industrial or other dispute with any of its directors, senior executives, consultants or employees.

7.12 The Company is not a party to any collective bargaining agreements and other labour union contracts. There is no activity or proceeding of any labour union to organize its employees and there are no ongoing or, to the Knowledge of the Company, threatened strikes, slowdowns or work stoppages by employees of the Company or any contractor with respect to any operations of the Company.

7.13 The Company has not employed any personnel as an apprentice under the Apprentices Act, 1961.

8. **Intellectual Property and Information Technology**

8.1 The Company is the legal owner of the Intellectual Property which have been detailed in **Part A** of **Exhibit 3** of this Schedule ("**Company Owned IP**"). Further, the Company possesses or has the legal and valid right to use the Intellectual Property which is necessary to carry on its Business, which have been detailed in **Part B** of **Exhibit 3** of this Schedule ("**Company Licensed IP**"). Except as Disclosed in the Disclosure Letter, the Company shall continue to own the Company Owned IP and shall continue to possess or have the right to use the Company Licensed IP. There has been no actual or alleged infringement of any Company IP. Exhibit 3 also sets out the list of software licensed to, or owned by the Company, the ownership, possession or right to use in favour of the Company shall continue after the Closing Date. There has been no actual or alleged infringement of any Intellectual Property.

8.2 None of the activities of the Company infringe any Intellectual Property rights or other rights held by any Third Party. None of the activities of the Company involve the unauthorised use of confidential information disclosed to the Company by any Third Party.

8.3 No claim has been made or dispute or proceedings commenced by any Third Party which alleges any infringing act or process disputes the right of the Company to use any Intellectual Property relating to its Business and to the Knowledge of the Company, no circumstances (including any act or omission to act) exist that are likely to give rise to such a claim, dispute or proceeding.

8.4 There are no current or pending actions brought by the Company against any Third Party or by any Third Party against the Company for infringement of its Intellectual Property rights.

8.5 Neither the Company, the Directors nor any employee of the Company is/are a party to, or bound by, any agreement for the sharing, exchanging, passing on or otherwise transferring technical information, know-how or Intellectual Property of any description to any other Person, corporation or firm.

8.6 To the Knowledge of the Company, the Information Technology Systems are in good and satisfactory working order and fit for the purpose intended for the Business. To the Knowledge of the Company, the Information Technology Systems have not failed and the data which they process has not been corrupted. The Company has taken all necessary steps to ensure that the Information Technology Systems do not contain viruses, bugs or things which distort their proper functioning, permit unauthorised access or disable them without the consent of the user.

8.7 The Company and/or its Affiliates are the legal owners of, or the Company possesses or has the legal and valid right to use the Information Technology Systems (except for all such Information Technology Systems which are owned by the Sellers) which is necessary to carry on its Business.

8.8 The Company is not required to pay, and has not paid, any amount as royalty under the Kilitch Trademark Agreement to Kilitch Drugs (India) Limited and the Company shall not be liable to pay any amount to Kilitch Drugs (India) Limited, pursuant to the termination of the Kilitch Trademark Agreement.

9. **Insurance**

9.1 The Company has obtained insurances (covering material liabilities arising in respect of its Assets and Properties including for the avoidance of doubt, Manufacturing Facility) for all such events and circumstances that are material for carrying on the business that the Company is carrying on. To the Knowledge of the Company, all insurance policies of the Company provide suitable and adequate coverage for all the Assets and operations of the Company (including employer's liability, public and liability insurance) consistent with best practices in the industry.

9.2 The Disclosure Letter sets out the list of all the insurance policies obtained by the Company and which are currently in full force and effect, and to the Knowledge of the Company, there are no circumstances which might lead to any liability under such insurance being avoided by the insurers.

9.3 Other than as Disclosed, no claim is outstanding by the Company under any such policy of insurance and no circumstances exist which, to the Knowledge of the Company, are likely to give rise to any claim.

9.4 In respect of all such insurances: (i) all premiums have been duly paid to date; and (ii) there are no special or unusual limits, terms, exclusions or restrictions in any of the policies.

10. **Contracts and Related Party Transactions**

10.1 Except the Ancillary Agreements, there are no existing contracts or engagements to which the Company is a party or which may come into force and in which the Sellers and/or any director of the Company and/or any related party of the Sellers or any director are interested and, on or prior to the Closing Date, the Ancillary Agreements shall cease to have effect and stand terminated.

10.2 The Expired Agreements have expired in accordance with the terms set out therein and are no longer valid and none of the liabilities and/or obligations of the Company thereunder is subsisting.

10.3 There are no amounts (other than trade receivables and trade payables) owed to or receivable by (whether contingently or otherwise) the Company from any Related Party other than as Disclosed or as set out in the Financial Statement.

10.4 Except as Disclosed, all agreements entered into by the Company with any Related Party were entered into at arm's length, have been sanctioned by the Board or a committee thereof, and such contracts and/or arrangements are in accordance with the provisions of the Companies Act and rules framed thereunder and as of the Closing Date, there is no valid and subsisting contract to which Company will be party to in relation to any of its Related Party.

11. **Environmental Matters**

11.1 The Company has obtained all material Consents and all Environmental Licenses (all of which are valid and subsisting) wherever required for its business and has at all times materially complied with all applicable Environmental Law and with the terms and conditions of all Environmental Licences in connection with its business and to the Knowledge of the Company, there are no circumstances likely to give rise to any modification, suspension or revocation of an Environmental Licence. The Company has not received any notice or other communication stating or alleging that it is in violation of any Environmental Law or Environmental Licence.

For the purposes of the Paragraph above:

"**Environmental Law**" means all applicable statutes, applicable Law, bye-laws, regulations, directives, codes of practice, company environmental plans and codes of conduct, circulars, guidance notes and the like including those concerning the protection of human health or the environment or the conditions of the workplace or the generation, transportation, storage, treatment or disposal of a Dangerous Substance, including without limitation, the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment Protection Act, 1986, environmental impact assessment notification dated September 14, 2006 issued by the Ministry of Environment and Forests under the Environment (Protection) Rules, 1986, Bio-medical Waste Management Rules, 2016 and the Hazardous Wastes (Management, Handling and Trans boundary Movement) Rules, 2016;

"**Environmental Licence**" means any applicable approval, authorisation, licence (including statutory licence), consent, Governmental Approval or permission required under or in relation to any Environmental Law; and

"**Dangerous Substance**" means any natural or artificial substance (whether in the form of solid, liquid or gas, alone or in combination with any other substance) or radiation capable of causing harm to man or any other living organism, or capable of damaging the environment or public health or welfare, including but not limited to controlled, special, hazardous, toxic or dangerous waste.

11.2 The Company has duly complied with the parameters set out under the Water (Prevention and Control of Pollution) Act, 1974 pursuant to the receipt of the notice dated May 3, 2019 issued by the Himachal Pradesh State Pollution Control Board and all non-compliances

identified in such letter have been duly rectified by the Company, and no such non-compliance is currently subsisting.

12. **Litigation**

12.1 Except as Disclosed: (a) the Company is not a claimant or defendant in or otherwise a party to any litigation, arbitration or administrative proceedings ("**Litigation**"); (b) no actions, investigation or inquiry by any Government Authority concerning the Company, its directors or its business is in progress, pending, or threatened (in writing); or (c) to the Knowledge of the Company, there are no circumstances which are likely to give rise to any Litigation.

12.2 Except as Disclosed, no investigations or inquiry of whatsoever nature are pending against the Company nor has any judgment or order been issued against the Company.

13. **Miscellaneous**

13.1 All information that has been requested by the Purchaser in relation to the Company, the Business, Assets and/or the Properties has been made available and fully and fairly disclosed to the Purchaser and its representatives and such information shared is true, correct and accurate, is not misleading, and does not omit any fact that a reasonably prudent person will observe to be materially relevant in making a decision in relation to purchase of the Sale Shares.

13.2 The Company is not engaged in the manufacturing, stocking, warehousing, marketing, distribution, exhibition, testing activities, commercial exploitation in relation to any pharmaceutical products (as understood under the Drugs and Cosmetics Act, 1940 and rules made thereunder) and does not (and has not since 2015), earned any revenue or income from any of the foregoing.

13.3 The Company does not have any subsisting and valid material contracts or arrangements relating to manufacturing, production and sale of sterile injectable products, including, general injectables, cephalosporins, hormones and carbapenems.

Exhibit C

Bowles Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AKORN, INC., *et al.*,[1]	)	Case No. 20-11177 (KBO)
Debtors.	)	(Jointly Administered)

DECLARATION OF JENNIFER BOWLES IN SUPPORT OF THE DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF CERTAIN EQUITY INTERESTS IN NON-DEBTOR AKORN INDIA PRIVATE LIMITED PURSUANT TO 11 U.S.C. § 363 OF THE BANKRUPTCY CODE, (II) AUTHORIZING THE RETENTION AND EMPLOYMENT OF PRICEWATERHOUSECOOPERS CORPORATE FINANCE LLC IN CONNECTION THEREWITH, EFFECTIVE AS OF THE PETITION DATE, AND (III) GRANTING RELATED RELIEF

I, Jennifer Bowles, make this Declaration pursuant to 28 U.S.C. § 1746:

1. I submit this declaration (this "Declaration") in support of the motion of the above captioned debtors and debtors in possession (collectively, the "Debtors") for authority to enter into the Share Purchase Agreement and for Akorn to sell its Interests in AIPL (the "Sale Motion"). In particular, I submit this Declaration in support of my view that the Share Purchase Agreement is (a) the product of an arm's-length, good-faith negotiation process, (b) provides the Debtors with the best Purchase Consideration under the circumstances, and (c) contains reasonable terms and conditions under the circumstances.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if any, are: Akorn, Inc. (7400); 10 Edison Street LLC (7890); 13 Edison Street LLC; Advanced Vision Research, Inc. (9046); Akorn (New Jersey), Inc. (1474); Akorn Animal Health, Inc. (6645); Akorn Ophthalmics, Inc. (6266); Akorn Sales, Inc. (7866); Clover Pharmaceuticals Corp. (3735); Covenant Pharma, Inc. (0115); Hi-Tech Pharmacal Co., Inc. (8720); Inspire Pharmaceuticals, Inc. (9022); Oak Pharmaceuticals, Inc. (6647); Olta Pharmaceuticals Corp. (3621); VersaPharm Incorporated (6739); VPI Holdings Corp. (6716); and VPI Holdings Sub, LLC. The location of the Debtors' service address is: 1925 W. Field Court, Suite 300, Lake Forest, Illinois 60045.

2. I am the Senior Vice President of Akorn and an authorized representative of Akorn. I am familiar with Akorn's day-to-day operations, business, financial affairs, and books and records. Specifically, I have overseen Akorn's involvement in the Sale Transaction in connection with PwC CF. In that capacity, I have been directly involved in the consummation of the Share Purchase Agreement. I am over the age of 18 years and authorized to submit this Declaration on behalf of Akorn and the Debtors. If I were called upon to testify, I could and would competently testify to the facts set forth herein.

The Marketing Process

3. Following its decision to divest its AIPL operations, Akorn determined that a private sale following a competitive marketing process would be the most efficient and effective method by which to sell AIPL's operations. Through a private sales process, Akorn was able to conduct a comprehensive and thorough market-test of the Purchase Consideration without the high transaction costs and lack of certainty regarding financing and timing that are unavoidable in a public auction. In addition, Akorn was able to evaluate and consider offers to purchase the assets of AIPL and offers to purchase the Interests of AIPL. This gave Akorn additional flexibility to achieve the best outcome and highest purchase price. To run the private sale, the Debtors retained PwC CF as financial advisor pursuant to the Engagement Letter.

4. In May of 2019, PwC CF and the Sellers, including Akorn, initiated an extensive marketing process with respect to their Interests in AIPL. Akorn worked with PwC CF to identify potential purchasers, which resulted in PwC CF reaching out to approximately 90 parties during the marketing process. Over the next several months, potential purchasers engaged in discussions with PwC CF, with thirteen such potential purchasers executing a non-disclosure agreement and

four completing a site visit. On average, there were two to five potential purchasers actively engaged in the marketing process.

5. In early February 2020, two of these potential purchasers (Purchaser and Party B) submitted NBOs to purchase the Interests of AIPL and to continue to engage in the marketing process with PwC CF.[2] Following the submission of the NBOs, PwC CF granted these potential purchasers access to a virtual data room and responded to additional diligence requests. Akorn established a March 20, 2020 deadline for binding offers.

6. On March 20, 2020, Akorn received a binding offer from Purchaser. Party B requested an extension to March 31, 2020, to submit a binding offer due to COVID-19 related delays, while two additional parties, Party C and Party D, remained in the preliminary stages of the marketing process. Over the next few weeks, Party B remained actively engaged in the marketing process, but continued to ask for extensions to submit a binding bid. Party D remained active in its review of initial materials, but did not make any efforts to submit either a binding or non-binding offer, while Party C's interest waned.

7. In early April 2020, Akorn and the Purchaser began a non-exclusive negotiation of the definitive documentation necessary to implement the Sale Transaction. During that process, Party B submitted its own binding offer on April 22, 2020, but was informed that its offer was not competitive. In order to continue participating in the sale process, Akorn and PwC CF informed Party B that it needed to improve its offer. On April 30, 2020, Party B submitted a revised binding offer that was competitive with the Purchaser's binding offer.

[2] A third party submitted an NBO back in October 2019 but ultimately decided not to fully engage in the marketing process.

8. In May 2020, Akorn and the Purchaser continued their non-exclusive negotiation of the Share Purchase Agreement and other definitive documentation, while Party B, based on its revised binding offer, was provided a draft of the Share Purchase Agreement to begin negotiating key issues and terms in the event it was ultimately selected as the prevailing bidder. Party D, who had previously declined to submit an offer, conducted another review of the materials and held a follow up call to address a number of questions.

9. In late May 2020, Akorn held held principal-level discussions with both the Purchaser and Party B on the open commercial points with respect to the Sale Transaction. Party D ultimately submitted a NBO on May 16, 2020, and was provided access to the virtual data room. Given the advanced stages of discussions with Purchaser and Party B, however, Akorn informed Party D that it would not advance the process with Party D unless the other parties declined to proceed with the transaction.

10. Ultimately, following extensive, arms'-length negotiations with both Purchaser and Party B, Akorn determined that the offer by Purchaser represented the highest and otherwise best bid for the Interests of AIPL. On June 17, 2020, the Sellers and the Purchaser executed the form of Share Purchase Agreement authorizing Akorn's disposition of its 0.02% of Interests.

The Share Purchase Agreement Was Negotiated in Good Faith and At Arm's Length

11. Over the course of these negotiations, the economic and other terms of the Sale Purchase Agreement improved to the benefit of Akorn. Based on these efforts and this prepetition marketing process, it is my belief that the the Share Purchase Agreement is fair, equitable, and in the best interests of Akorn and the Debtors. As described above, Akorn and PwC CF heavily marketed the Akorn's AIPL Interests throughout a months-long sales process.

12. Pursuant to the sale process undertaken by the Sellers to identify a purchaser for the Interests of AIPL, the Sellers have agreed, pursuant to the Share Purchase Agreement to sell

one hundred percent (100%) of their Equity Interests. The terms and conditions of the Sale Transaction are set forth in the Sale Purchase Agreement, and Akorn now, in an exercise of its sound business judgment, seeks to perform all obligations under the Share Purchase Agreement, including the disposition of its 0.02% of Interests. Akorn and the Purchaser engaged in arm's-length negotiations regarding a sale of the Interests in AIPL. In March 2020, the Purchaser offered the Purchase Consideration for the Interests of AIPL, which permit the Debtors to exit their operations in India. Finally, the Prepetition Term Loan Lenders have consented to the sale of the Interests of AIPL.

13. I believe that the Purchase Consideration is fair and reasonable under the circumstances. Akorn, with the assistance of PwC CF, evaluated all binding bids and determined that the Share Purchase Agreement provided the maximum value to the Debtors' estate. Moreover, the sale to the Purchaser relieves the Debtors of the burden of continuing to market and sell the Interests of AIPL during these chapter 11 cases, or otherwise obtaining the necessary funding to conduct an orderly wind-down of those operations. Finally, the sale of the Interests of AIPL has been proposed and negotiated in good faith. After the Purchaser was identified, the Sellers and the Purchaser continued negotiations to finalize the terms of the Share Purchase Agreement.

14. I believe that consummating the sale of Akorn's AIPL Interests on a private basis is appropriate in light of the facts and circumstances of these chapter 11 cases and is in the best interest of the Debtors' estates and all parties in interest. A public auction would require the Debtors to incur substantial additional costs and the Debtors do not believe an auction would result in additional value sufficient to justify the incurrence of such costs. Furthermore, because Akorn holds a minimal amount of the Interests of AIPL, a public auction would require the consent and cooperation of Akorn Mauritius, which may create additional time constraints and risks. The

competitive and transparent marketing process for the Interests serves as market-based evidence that the Purchase Consideration maximizes value for the Debtors' estates. Given these circumstances, I believe that the Purchaser's offer is the highest and best offer and that the private sale of Akorn's AIPL Interests are appropriate under the circumstances.

15. In sum, it is my professional opinion that the terms of the Share Purchase Agreement are reasonable under the circumstances, and were the product of good faith, arm's-length negotiations and that the sale of the Interests of AIPL will not materially impact the Debtors' estate. For all of the reasons included in this Declaration, I submit it would be appropriate for the Court to approve the sale of the Interests of AIPL and authorize Akorn to enter into the Share Purchase Agreement as contemplated by the Sale Motion.

[*Remainder of page intentionally left blank*]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge.

June 30, 2020
Wilmington, Delaware

By:
/s/ Jennifer Bowles
Jennifer Bowles
Senior Vice President
Akorn, Inc.

Exhibit D

Wolfe Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AKORN, INC., *et al.*,[1]	)	Case No. 20-11177 (KBO)
Debtors.	)	(Jointly Administered)

DECLARATION OF DISINTERESTEDNESS OF HOWARD DEGRAFF WOLFE III IN SUPPORT OF THE DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF CERTAIN EQUITY INTERESTS IN NON-DEBTOR AKORN INDIA PRIVATE LIMITED PURSUANT TO 11 U.S.C. § 363 OF THE BANKRUPTCY CODE, (II) AUTHORIZING THE RETENTION AND EMPLOYMENT OF PRICEWATERHOUSECOOPERS CORPORATE FINANCE LLC IN CONNECTION THEREWITH, EFFECTIVE AS OF THE PETITION DATE, AND (III) GRANTING RELATED RELIEF

I, Howard DeGraff Wolfe III, being duly sworn, and state the following under penalty of perjury, that the following is true to the best of my knowledge, information, and belief make this Declaration pursuant to 28 U.S.C. § 1746:

1. I am the President at the firm of PricewaterhouseCoopers Corporate Finance LLC ("PwC CF"), a registered broker dealer located at 90 Park Avenue, New York N.Y. 10016. PwC CF is a registered broker dealer and a member of FINRA and SIPC. PwC CF is a wholly owned subsidiary of PricewaterhouseCoopers LLP ("PwC LLP"), the United States-based firm of a global network of separate and independent member firms that operate locally in countries

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if any, are: Akorn, Inc. (7400); 10 Edison Street LLC (7890); 13 Edison Street LLC; Advanced Vision Research, Inc. (9046); Akorn (New Jersey), Inc. (1474); Akorn Animal Health, Inc. (6645); Akorn Ophthalmics, Inc. (6266); Akorn Sales, Inc. (7866); Clover Pharmaceuticals Corp. (3735); Covenant Pharma, Inc. (0115); Hi-Tech Pharmacal Co., Inc. (8720); Inspire Pharmaceuticals, Inc. (9022); Oak Pharmaceuticals, Inc. (6647); Olta Pharmaceuticals Corp. (3621); VersaPharm Incorporated (6739); VPI Holdings Corp. (6716); and VPI Holdings Sub, LLC. The location of the Debtors' service address is: 1925 W. Field Court, Suite 300, Lake Forest, Illinois 60045.

around the world.[2] I submit this declaration (this "Declaration") in support of the *Debtors' Motion for Entry of an Order (I) Authorizing the Sale of Certain Equity Interests in Non-Debtor Akorn India Private Limited Pursuant to 11 U.S.C. § 363 of the Bankruptcy Code, (II) Authorizing the Retention and Employment of PricewaterhouseCoopers Corporate Finance LLC in Connection Therewith, Effective as of the Petition Date, and (III) Granting Related Relief* (the "Sale Motion").[3] I am over the age of 18 years and authorized to submit this Declaration on behalf of Akorn and the Debtors. If I were called upon to testify, I could and would competently testify to the facts set forth herein.

2. Akorn and certain non-Debtor affiliates have requested that PwC CF provide financial advisory services pursuant to the engagement letter attached hereto as **Exhibit 1** (the "Engagement Letter"), in connection with the marketing and sale process of the Interests of AIPL (the "Sale").[4] In exchange for the provision of financial advisory services by PwC CF, PwC CF is entitled to an Advisory Fee and a Success Fee. Pre-petition, upon signing of the Engagement Letter, PwC CF was paid $150,000 of the Advisory Fee. Pursuant to the Engagement Letter, another $100,000 is owed to PwC CF upon the signing of the Share Purchase Agreement, which results in a total Advisory Fee due to PwC CF of $250,000. While the Share Purchase Agreement

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[2] Such global network of separate and independent member firms are members of PricewaterhouseCoopers International Limited ("PwCIL"), a UK membership-based private company, limited by guarantee, with no shareholders and no capital. The member firms of PwC IL have agreed to operate certain of their professional services in accordance with agreed standards but remain separate legal entities with each member firm being locally owned and managed. Under this Engagement Letter, PwC CF used resources from PwC Pvt Ltd. ("PwC Pvt"), which is an independent member of PwC IL.

[3] Capitalized terms used in this Declaration but not immediately defined have the meanings given to them in the Sale Motion.

[4] Any summary of or reference to the terms and conditions of the Engagement Letter provided in this Application is for the Court's convenience. To the extent that any such summary or reference conflicts with the actual terms and conditions of the Engagement Letter, as the same may be limited or modified herein or by the Proposed Order, as entered by the Court, the actual terms and conditions of the Engagement Letter shall control. The term "Sale" is specifically defined in the Engagement Letter.

has now been signed, as of the date hereof, PwC CF is owed $100,000 on account of the remainder of the Advisory Fee. In addition, PwC CF is entitled to a Success Fee upon the closing of a Sale equal to the greater of $700,000 or 2.00% of the Purchase Consideration. Upon information and belief, the expected Success Fee to be paid to PwC CF will be in the amount of $700,000.

3. In connection with the preparation of this Declaration, PwC CF obtained from the Debtors and/or its representatives a list of the potential parties in interest (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. In order to identify relationships with the Potential Parties in Interest, PwC CF and PwC Pvt's review consisted of queries of their own respective internal computer databases containing names of individuals and entities that are present or recent former clients of each of PwC CF and PwC Pvt to identify potential relationships.

4. PwC CF sent a general inquiry via e-mail to all professionals who were members of the engagement team who provided services pursuant to this retention, including those employed by PwC Pvt, to inquire whether each such member (i) had any connections with the Potential Parties in Interest, (ii) served as a director, officer, or employee of any of the Debtors, (iii) is a creditor, equity security holder, or insider of any of the Debtors, and/or (iv) has any connections to bankruptcy or district court judges for the District of Delaware or to any person employed in the Office of the United States Trustee assigned to these chapter 11 cases.

5. A summary of relationships that PwC CF and PwC Pvt were able to locate using reasonable efforts is reflected on **Schedule 2** annexed hereto. PwC CF confirms that PwC CF and PwC Pvt are not providing and will not provide services to any of the clients that are listed on **Schedule 2** that are adverse to the Debtors or related to the Debtors' chapter 11 cases. Despite any relationships with the entities listed on **Schedule 2**, none of those relationships will compromise in any way PwC CF's ability to serve as Akorn's financial advisor in connection with

the Sale Transaction. As part of performing its services under the Engagement Letter, PwC CF may have reached out to one or more entities identified among the Potential Parties in Interest. Such names are not separately listed on Schedule 2 because: (i) PwC CF does not have a recent or current client relationship with such parties; (ii) PwC CF executed non-disclosure agreements regarding the marketing to such specific entities; and (iii) the identities of any parties to whom the assets were marketed remains confidential.

6. PwC CF's use of PwC Pvt allows PwC CF to efficiently and effectively provide services to the Debtors while meeting applicable regulatory requirements and lowering related costs to the Debtors' estates. In fixed fee professional engagements, as is the case with the Engagement Letter, the costs of PwC Pvt are not directly invoiced to or paid by the clients of PwC CF to whom such fixed fee related professional services are rendered. PwC CF is responsible to pay all related costs for PwC Pvt. Notwithstanding the use of PwC Pvt, PwC CF shall remain fully and solely responsible for any liabilities and obligations in respect of its engagement and services to the Debtors in these cases.

7. As specifically set forth below, there exist potential parties-in-interest for whom PwC CF and PwC Pvt has provided or is currently providing services in matters unrelated to these chapter 11 cases or with whom such parties have certain interrelationships. Nevertheless, and insofar as I have been able to ascertain, I do not believe such relationships pose any conflict of interest that would preclude PwC CF from providing services to the Debtors in these chapter 11 cases (including in utilizing PwC Pvt's assistance as detailed herein).

8. The Debtors' plan to shortly file an application to seek the Court's approval of their retention of PricewaterhouseCoopers Advisory Services LLC ("PwC Advisory"), an affiliate of PwC CF, to provide advisory services regarding, *inter alia*, the Debtors' manufacturing processes.

PwC Advisory has not provided any services to the Debtors in connection with the Engagement Letter, nor is it expected to. Moreover, PwC CF will provide no services in connection with the PwC Advisory engagement, which retention will be subject to a separate retention application and declaration.

9. PwC CF has provided and likely will continue to provide services unrelated to the Debtors' chapter 11 cases to the various entities shown on **Schedule 2**. Such assistance to these parties would primarily relate to M&A and private placement services. To the best of my knowledge, no services have been provided to these creditors or other parties in interest that could the Debtors' chapter 11 cases, nor do such unrelated services compromise PwC CF's ability to provide services to the Debtors.

10. PwC CF has in the past, may currently and will likely in the future be working with or against other professionals involved in these cases in matters unrelated to the Debtors and these chapter 11 cases. Based on current knowledge of the professionals involved, and to the best of my knowledge, none of these business relationships create interests materially adverse to the Debtors in matters upon which PwC CF is to be employed, and none are in connection with these chapter 11 cases.

11. PwC CF will conduct continuing reviews of its potential conflicts. To the extent that any new, relevant facts or relationships bearing on the matters described herein during the period of PwC CF's retention are discovered or arise, PwC CF will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

12. In the ninety days immediately preceding the Petition Date, PwC CF received no payments from the Debtors.

13. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, I believe (a) PwC CF is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) PwC CF has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

[*Remainder of page intentionally left blank*]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: June 30, 2020

By: ___*/s/ Howard DeGraff Wolfe III*___
Howard DeGraff Wolfe III,
President, PricewaterhouseCoopers
Corporate Finance LLC

Exhibit 1

Engagement Letter

PricewaterhouseCoopers
Corporate Finance LLC

pwc

PricewaterhouseCoopers
Corporate Finance LLC
Three Embarcadero Center
San Francisco, CA 94111

April 25, 2019

CONFIDENTIAL

Jennifer Bowles
SVP, Corporate Strategy and Investor Relations
Akorn, Inc.
1925 W Field Ct #300,
Lake Forest, IL 60045

Dear Ms. Bowles:

We are pleased to submit to you this letter agreement (the "Engagement Letter") which sets forth the terms pursuant to which PricewaterhouseCoopers Corporate Finance LLC ("PwC CF") shall provide financial advisory services to Akorn, Inc. (the "Company") in connection with the engagement described herein.

I. ENGAGEMENT

The Company has engaged PwC CF as its financial advisor with respect to the possible disposition of the manufacturing plant owned by Akorn India Pvt. Ltd at Nos. 5/1, 5/2, 5/3, Nihalgarh, Paonta Sahib, Himachal Pradesh - 173 025, India, along with any associated assets, including but not limited to associated buildings, machinery, plant and equipment (the "Indian Plant") to one or more third parties (a "Sale"). From and after the date of this Engagement Letter, if requested by the Company, PwC CF will advise and assist in your efforts to arrange discussions between potential purchasers, either identified and or presented by PwC CF hereunder or identified by the Company, ("Purchasers") and the Company and assist and advise the Company in its efforts to accomplish the Sale. The Company shall identify to PwC CF (i) all Purchasers who have been in contact with the Company prior to PwC CF's engagement with respect to a Sale and (ii) all Purchasers who make inquiries to the Company during PwC CF's engagement with respect to a Sale.

PricewaterhouseCoopers Corporate Finance LLC

For purposes of this Engagement Letter, the term "Sale" shall include any transaction, other than in the ordinary course of business, whereby, directly or indirectly, the Company, or one of the Company's affiliates or subsidiaries, and one or more third parties consummates a strategic transaction including, without limitation, a sale or exchange of capital stock, a sale of assets, a merger, consolidation or other business combination, an exchange or tender offer, the formation of a joint venture, partnership or similar entity, or any similar transaction related to the Indian Plant.

II. SCOPE OF SERVICES

PwC CF, in its capacity as financial advisor to the Company, will advise and assist the management of the Company in connection with the following tasks:

(A) Assist the Company in the development of the Company's formulation of a marketing strategy for the Indian Plant

(B) Assist the Company with the Company's preliminary valuation analysis of the Indian Plant
   a. Assist the Company in the Company's evaluation of value drivers and value issues of the Indian Plant
   b. Assist the Company in utilizing the following valuation methodologies as applicable:
      i. Comparable public company analysis
      ii. Comparable transaction analysis
      iii. Discounted cash flow analysis
      iv. Estimated leveraged buyout analysis

(C) Advise and assist the Company in developing the teaser, executive summary style power point format Offering Memorandum ("Offering Memorandum"), and management presentation (collectively, "Deal Materials") describing the Indian Plant and the opportunities that the Indian Plant may provide to Purchasers

(D) Assist the Company in the development of the Purchasers list regarding the Indian Plant. Contact Purchasers agreed to by the Company, facilitate the Company's execution of Confidentiality Agreements with Purchasers, assist the Company in issuing the Offering Memorandums and request indications of interest from Purchasers for the Sale

(E) Assist the Company in the Company's evaluation of indications of interest and the Company's negotiation of term sheets and/or letters of intent

PricewaterhouseCoopers Corporate Finance LLC

(F) Assist the Company in the Company's preparation for and coordination of due diligence, including site visits by Purchasers, coordinating a data room with the Company, handling Q&A from Purchasers to the Company.

(G) Assist the Company in the Company's negotiation of the commercial terms of a sale agreement with a Purchaser

(H) Provide such other services as may from time to time be specifically agreed upon by PwC CF and the Company and which are consistent with applicable federal, state, local or foreign laws or professional regulations

III. FEES

(A) The Company agrees to pay PwC CF a non-refundable advisory fee ("Advisory Fee") of $250,000 to be paid as follows:

i. $150,000 upon signing of Engagement Letter and completion of onboarding process
ii. $100,000 upon the signing of an Asset Purchase Agreement with a Purchaser

(B) The Company agrees to pay PwC CF a cash fee(s) ("Success Fee(s)") equal to the greater of:

i. $700,000, or;
i. 2% of the Transaction Value

The Success fee shall be paid promptly upon the closing of a Sale. PwC CF will render its statement(s) for services, which will contain the Success Fee, prior to the closing of the Sale.

"Transaction Value" shall be defined as follows:

(i) For the purpose of calculating the Success Fee, "Transaction Value" means without duplication (A) the Total Consideration (as defined below) payable to the Company or its subsidiaries, securityholders or affiliates plus (B) the total value of any Contingent Payments (as defined below), if any, and solely to the extent payable to the Company or its subsidiaries, securityholders or affiliates plus (C) the unpaid principal amount of any Relevant Debt (as defined below).

(ii) "Total Consideration" means (i) in the case of the sale or exchange of equity securities, the total consideration paid or received or to be paid or received for such securities (including amounts payable to holders of options and warrants and amounts in escrow), plus payments made in installments and (ii) in the case of a sale or disposition of assets, the total consideration paid or received or to be paid or received for such assets (including amounts in escrow and installment payments).

(iii) "Contingent Payments" means the amount or amounts of any post-closing contingent payments related to post-closing earnings or operations, that may be required to be paid in connection with the Sale, payable to the Company or its subsidiaries or affiliates, solely to the extent, if any, and if and when the contingency(ies) are achieved.

(iv) "Relevant Debt" means any debt, loans, or guarantees, owed by the Company or any of its subsidiaries related to the Indian Plant at the time of the closing of the Sale or assumed by a Purchaser in connection with the Sale.

(v) For the purpose of calculating the Success Fee, if all or a portion of Transaction Value consists of non-cash consideration, then the non-cash consideration payable in the Sale shall be valued as follows: (A) equity securities that are traded on a national securities exchange shall be valued at the last closing price thereof prior to the date of the closing of the Sale, (B) equity securities that are traded in an over-the-counter market shall be valued at the mean between the latest bid and asked prices prior to the date of the closing of the Sale, (C) other equity securities shall be valued at the value attributable thereto by the Company for accounting purposes in its primary financial statements, (D) debt shall be valued at its face amount and (E) other securities or other property shall be valued as mutually agreed in good faith between the Company and PwC CF.

IV. EXPENSES

In addition to any fees payable by the Company to PwC CF hereunder, the Company shall, whether or not a Sale is proposed or consummated, reimburse PwC CF for its travel and other reasonable out-of-pocket expenses (including all fees, disbursements of any consultants and advisors retained by PwC CF, each with the Company's prior written consent) incurred in connection with any actual or proposed Sale, or otherwise arising out of PwC CF's activities under or contemplated by, this engagement. PwC CF will also bill the Company for its internal charges for booking travel incurred hereunder. PwC CF's internal per ticket charge is an allocation of estimated costs of running PricewaterhouseCoopers LLP travel department in a manner to maximize cost savings and minimize total costs. PwC CF will invoice the Company for expenses on a monthly basis with such invoices being due and payable by the Company within 30 days of receipt.

V. TERM AND TERMINATION

This Engagement Letter and PwC CF's engagement hereunder may be terminated by either the Company or PwC CF effective upon ten (10) days prior written notice thereof to the other party; provided, however, that (a) termination of PwC CF's engagement hereunder shall not affect the Company's continuing obligation to indemnify PwC CF and certain related persons as provided in the Standard Terms and Conditions attached hereto, (b) notwithstanding any such termination, PwC CF shall be entitled to (i) the entire Advisory Fee paid (and then due and payable) to it as provided for in Article III(A) hereof, and (ii) the full Success Fee in the amount and at the times

as provided for in Article III(B) hereof in the event that a Sale is consummated or an agreement with respect thereto is entered into by the Company with a Purchaser, either identified and or presented by PwC CF hereunder, or identified by the Company for whom PwC CF was involved in discussions and supporting the Company during PwC CF's engagement, at any time prior to the expiration of twelve months following such termination, (c) any such termination of PwC CF's engagement hereunder shall not affect the Company's obligation to reimburse PwC CF's expenses accruing prior to such termination and, (d) any such termination of PwC CF's engagement hereunder shall not affect the Company's obligation to comply with Sections III, IV and V of this Engagement Letter and the entirety of the Standard Terms and Conditions.

VI. OTHER AGREEMENTS

(A) The Standard Terms and Conditions attached hereto which set forth additional terms and conditions pertaining to PwC CF's engagement hereunder are an integral part of this Engagement Letter and the terms thereof are incorporated by reference herein and are hereby agreed to by the Parties.

(B) This Engagement Letter may be executed in counterparts, each of which together shall be considered a single document.

(C) If PwC CF performs any Services prior to the parties executing this Engagement Letter, this Engagement Letter shall be effective as of the date PwC CF began performing those Services.

We are pleased to accept this engagement and look forward to working with the Company. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicates of this Engagement Letter and the Standard Terms and Conditions which shall thereupon constitute a binding agreement between PwC CF and the Company.

Sincerely,

PRICEWATERHOUSECOOPERS CORPORATE FINANCE LLC

By: _____
Name: Trip Wolfe
Title: President and Managing Director

PricewaterhouseCoopers Corporate Finance LLC

ACCEPTED AND AGREED TO:

AKORN, INC.

By: _____
Name: Duane Portwood
Title: Executive Vice President and CFO

PricewaterhouseCoopers Corporate Finance LLC

STANDARD TERMS AND CONDITIONS

The following standard terms and conditions (the "Standard Terms and Conditions") set forth below are an integral part of the letter agreement between PricewaterhouseCoopers Corporate Finance LLC ("PwC CF") and Akorn, Inc. dated April 25, 2019 (the "Engagement Letter" and together with the Standard Terms and Conditions, the "Agreement"), attached hereto. The Company and PwC CF have indicated their acceptance of the Standard Terms and Conditions by execution of the Engagement Letter. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Engagement Letter.

ARTICLE I

INDEMNIFICATION

A. Recognizing that PwC CF's role is advisory and in partial consideration for the services to be rendered under the Engagement Letter, the Company agrees to indemnify and hold PwC CF, PricewaterhouseCoopers LLP ("PwC"), firms associated or affiliated with PwC CF or PwC, and its and their partners, principals, directors, officers, employees, affiliates, agents, controlling persons (if any) and any persons retained in connection with the performance of the services described in the Engagement Letter (each an "Indemnified Party" and, collectively, the "Indemnified Parties"), harmless from and against any and all claims, losses, damages, deficiencies, liabilities (joint or several), lawsuits, judgments, costs and expenses (including, as incurred and without limitation, reasonable attorneys' fees, interest, penalties and all amounts paid in investigation, defense or settlement of any of the foregoing)) (collectively, "Damages"), which (i) are arising out of, based upon or related to (a) actions or alleged actions taken or omitted to be taken (including any untrue statements made or any statements omitted to be made) by the Company or (b) actions or alleged actions taken or omitted to be taken by an Indemnified Party with the Company's consent or in conformity with the Company's actions or omissions or (ii) are otherwise arising out of, based upon or related to PwC CF's engagement described in the Engagement Letter or the services performed by PwC CF in connection therewith. This indemnification shall include Damages arising out of any dispute related to such engagement and to any contemplated or consummated Sale (as such term is defined in the Engagement Letter), whether or not any Indemnified Party is a party to such dispute, and whether or not in connection with pending or threatened litigation. This indemnification shall also include Damages arising out of any untrue statement or alleged untrue statement of a material fact contained in any Deal Materials (as such term is defined in the Engagement Letter), or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading (in the light of the circumstances under which they were made). However, the Company shall not be liable for Damages incurred by an

Indemnified Party to the extent that a court having competent jurisdiction shall have determined by final judgment (not subject to further appeal) that such Damages resulted primarily and directly from the bad faith, gross negligence or willful misconduct of such Indemnified Party.

B. The Company's indemnity, contribution, reimbursement and other obligations under these Standard Terms and Conditions and the Engagement Letter shall be in addition to any liability that the Company may otherwise have, at common law or otherwise, and shall be binding, on the Company's successors and assigns.

C. If any action, suit, proceeding or investigation is commenced, as to which an Indemnified Party proposes to demand indemnification, it shall notify the Company with reasonable promptness; provided, however, that any failure by an Indemnified Party to notify the Company shall not relieve the Company from its obligations hereunder. An Indemnified Party shall have the right to retain counsel of its own choice to represent it, and the Company shall pay the fees, expenses and disbursements of such counsel; and such counsel shall, to the extent consistent with its professional responsibilities, cooperate with the Company and any counsel designated by the Company. The Company shall not, without the prior written consent of an Indemnified Party, settle or compromise any claim, or permit a default or consent to the entry of any judgment in respect thereof, unless such settlement, compromise or consent includes, as an unconditional term thereof, (i) the giving by the claimant to such Indemnified Party of an unconditional and irrevocable release from all liability in respect of such claim, (ii) would not result in an order, injunction or other equitable remedy in respect of the Indemnified Party; and (iii) does not include any findings of fact or admission of culpability as to such Indemnified Party.

D. The Company agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) for any Damages sustained by the Company (or any person claiming through the Company) in connection with this Agreement or provision of services hereunder unless a court having competent jurisdiction shall have determined by final judgment (not subject to further appeal) that such Damages resulted primarily and directly from the gross negligence or willful misconduct of such Indemnified Party under circumstances where PwC CF's act or failure to act was not requested or consented to by the Company. If the Company enters into any agreement or arrangement with respect to, or effects, any proposed sale, exchange, dividend or other distribution or liquidation of all or substantially all of its assets in one or a series of transactions, the Company shall provide for the assumption of its obligations under this Article I by the purchaser or transferee of such assets or another party reasonably satisfactory to PwC CF.

E. In the event that the indemnity provided for herein is unavailable or insufficient to hold any Indemnified Party harmless in respect of any Damages, then the Company and the Indemnified Party shall contribute to amounts paid or payable by an Indemnified Party as a result of such Damages (i) in such proportion as appropriately reflects the relative benefits received by the Company and its affiliates, on the one hand, and such Indemnified Party and its affiliates in connection with this Engagement Letter, on the other hand, in connection with the matters as to which such Damages relate, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as appropriately reflects not only the relative benefits referred to in clause (i) but also the relative fault of the Company and its affiliates, on the one hand, and such Indemnified Party and its affiliates in connection with this Engagement Letter, on the other hand, as well as any other equitable considerations. It is hereby agreed that the relative benefits to the Company and its affiliates and to the Indemnified Party and its affiliates in connection with this Engagement Letter with respect to PwC CF's engagement shall be deemed to be in the same proportion as (a) the total value paid or to be paid to the Company and its affiliates or securityholders, as the case may be, in connection with the transaction contemplated by the Engagement Letter for which PwC CF is engaged to render services (whether or not consummated) bears to (b) the fees paid to the Indemnified Party and its affiliates in connection with such engagement. It is hereby further agreed that it would not be just and equitable if contribution pursuant to this section were determined by pro rata allocation or by any other method which does not take into account the considerations referred to above. The amounts paid or payable by a party in respect of Damages referred to above shall be deemed to include any legal or other professional fees and expenses incurred in investigating, preparing or defending any litigation, proceeding or other action or claim. Notwithstanding the foregoing provisions of this Section E, each Indemnified Party's share of the liability hereunder shall not exceed the amount of fees actually received by such Indemnified Party under the Engagement Letter (excluding any amounts received as reimbursement of legal fees and expenses incurred by such Indemnified Party). In addition, in no event, regardless of the legal theory advanced, shall any Indemnified Party be liable for any consequential, indirect, incidental, punitive or special damages of any nature or liable (whether directly or indirectly) to any person or entity (including, without limitation, the Company, the Company's shareholders, directors, officers, employees, consultants, advisors, agents, representatives, control persons or securityholders), directly or indirectly, related to or arising out of the Engagement Letter or any transactions contemplated thereby or PwC CF's engagement thereunder.

F. The provisions of this Article I shall apply to PwC CF's engagement under the Engagement Letter, activities relating to such engagement occurring prior to the date hereof, and any subsequent modification of or amendment to such engagement, and shall remain in full force and effect following the completion or termination of such engagement and/or the Engagement Letter.

ARTICLE II

DEAL MATERIALS AND OTHER INFORMATION

A. The parties hereto hereby agree that (i) the Deal Materials shall be based entirely upon information supplied by the Company, (ii) the Company shall be solely responsible for the accuracy and completeness thereof, and (iii) the Deal Materials shall not be used, reproduced, disseminated, quoted or referred to for any purpose except (x) with regard to assisting potential Purchasers pursuant to the terms of separate confidentiality agreements which includes a release of PwC CF from any liability in connection therewith and (y) with PwC CF's prior written consent.

The Company may disclose Deal Materials that do not contain PwC CF's name or other information that could identity PwC CF as the source to any third party if the Company first accepts and represent them as its own and makes not reference to PwC CF in connection with such materials

B. The Company shall make available to PwC CF all information concerning the business, assets, operations and financial condition of the Company and/or the Indian Plant that PwC CF reasonably requests in connection with the services to be performed for the Company under the Engagement Letter, and shall provide PwC CF with reasonable access to the Company's and/or its subsidiaries' or affiliates' officers, directors, employees, independent accountants and other advisors and agents as PwC CF shall deem appropriate. The Company represents and warrants that all information furnished by it or on its behalf to PwC CF during the period of PwC CF's engagement (including information contained in any descriptive material including, without limitation, any Deal Materials) will be accurate and complete in all material respects and not misleading.

C. The Company recognizes and confirms that, in advising the Company and in completing its engagement under the Engagement Letter, PwC CF will be using and relying on publicly available information and on data, material and other information furnished to PwC CF by the Company and/or its subsidiaries or affiliates, and other parties. It is understood that in performing its engagement under the Engagement Letter, PwC CF may assume and rely upon the accuracy and completeness of, and is not assuming any responsibility for independent verification of, such publicly available information or other information furnished by or on behalf of the Company. PwC CF will have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities (including any contingent, derivative or off-balance sheet assets and liabilities) of the Company and/or its subsidiaries or affiliates or any other party or any of their respective affiliates or to advise or opine on any related solvency or viability issues.

ARTICLE III

DECISION-MAKING

A. Since PwC CF is acting only as an advisor to the Company under the terms of the Engagement Letter, PwC CF is not assuming any responsibility for the Company's underlying business, financial or management decisions and functions or for any economic, financial or other results or consequences as a result of PwC CF's engagement under the Engagement Letter. The Company is solely responsible for all management functions and decisions relating to the PwC CF's engagement and any Sale. The Company represents and warrants that it is capable of, and will be, exercising independent judgment in considering the matters to which the Engagement Letter relates and making decisions with respect to a Sale. PwC CF's work does not include the provision of legal, accounting or tax advice, and PwC CF makes no representations regarding questions of legal interpretation. The Company should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law, rule or regulation. The Company acknowledges that, in PwC CF providing the services pursuant to the Engagement Letter, PwC CF will rely upon and assume the accuracy and completeness of all of the financial, legal, regulatory, accounting, tax and other information provided to, discussed with or reviewed by PwC CF for such purposes, and PwC CF does not assume any liability therefor or responsibility for the accuracy, completeness or independent verification thereof.

ARTICLE IV

OTHER AGREEMENTS

A. PwC CF has been retained under the Engagement Letter as an independent contractor with duties solely to the Company as described herein, and nothing herein shall be deemed to create a fiduciary or agency relationship with the Company or to any other party, and the Company agrees that it shall not make, and hereby waives, any claim based on an assertion of such a fiduciary duty or relationship. PwC CF's work, including any advice or work product (written, oral or otherwise) is solely for the Company's use and benefit in considering the matters to which the Engagement Letter relates and are not for any other party's use, benefit or reliance. PwC CF disclaims and the Company waives any contractual or other responsibility, liability or duty of care from PwC CF to others based upon PwC CF's engagement and work. The Company agrees that PwC CF's advice and work product, whether formal or informal, are not for the benefit of nor may they be relied upon by any other person or entity, and they may not be used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public references to the terms of Agreement or to PwC CF be made by the Company (or such persons), without the prior written consent of PwC CF.

. The completion, expiration or termination of PwC CF's engagement under the Engagement Letter shall not affect the Company's obligation to comply with this section which shall continue to survive. Notwithstanding anything herein to the contrary, the Company (and each employee, representative or other agent of the Company) may disclose to any and all persons, without limitation of any kind, the U.S. income and franchise tax treatment and the U.S. income and franchise tax structure of the Sale and all materials of any kind (including opinions or other tax analyses, if any) that are provided to the Company relating to such tax treatment and tax structure.

B. The Company agrees that PwC CF shall have the right to use the Company's name and logo and refer to the services provided to the Company under this Agreement for marketing purposes.

C. PwC CF's work under this Engagement Letter will not constitute an attest service as that term is defined by the American Institute of Certified Public Accountants ("AICPA"). Accordingly, PwC CF does not express an opinion on any of the financial or other data contained in any materials that PwC CF might assist the Company in preparing (including without limitation any financial or other data contained in any Deal Materials) or in any other report. Any financial projections and the underlying assumptions will be prepared and provided to PwC CF by the Company. PwC CF's work with respect to any prospective financial information will not constitute an examination, compilation, review or agreed-upon procedures engagement of a financial forecast in accordance with standards established by the AICPA, and PwC CF will express no assurance of any kind on it.

D. Notice given pursuant to any of the provisions of the Agreement shall be in writing and shall be mailed or delivered: (a) if to the Company, at its offices at 1925 W Field Ct #300, Lake Forest, IL 60045, Attention: Jennifer Bowles; and (b) if to PwC CF, at its offices at Three Embarcadero Center, San Francisco, CA 94111, Attention: Trip Wolfe, with a copy to Kristen Kelly.

E. The parties hereby waive, on their own behalf and on behalf of any of their shareholders, partners, principals, directors, officers, employees, affiliates, controlling persons or agents, any right to trial by jury in connection with any dispute, action or proceeding relating to the Standard Terms and Conditions, the Engagement Letter, the Sale or any matter contemplated hereby. This Agreement and any dispute of any kind or nature (whether denominated in contract, tort or otherwise) arising out of or in any way relating to PwC CF's engagement, the Standard Terms and Conditions and the Engagement Letter, the Sale or any of the agreements contemplated hereby or thereby shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any provisions that would require the laws of another

jurisdiction to apply. The Company and PwC CF irrevocably submit to the exclusive jurisdiction of the Federal and New York State courts located in the County of New York for the purpose of any suit, action or other proceeding arising out of the Standard Terms and Conditions or the Engagement Letter, or any of the agreements or transactions contemplated hereby and (i) hereby irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such courts, (ii) to the extent that the Company has acquired, or hereafter may acquire, any immunity from jurisdiction of any such court or from any legal process therein, the Company hereby waives, to the fullest extent permitted by law, such immunity and (iii) agrees not to commence any action, suit or proceeding relating to the Standard Terms and Conditions or the Engagement Letter other than in such courts. Each party hereby waives, and agrees not to assert in any such suit, action or proceeding, in each case, to the fullest extent permitted by applicable law, any claim that (a) it is not personally subject to the jurisdiction of any such courts, (b) it is immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to it or its property, (c) that venue in such county is in any way improper, or (d) that any such suit, action or proceeding is brought in an inconvenient forum.

F. The Standard Terms and Conditions, together with the Engagement Letter, incorporates the entire understanding of the parties relating to the subject matter hereof, and supersedes and cancels all previous agreements, understandings and/or communications between PwC CF and the Company. If any part of any provision of the Standard Terms and Conditions or the Engagement Letter is found to be unenforceable, the remainder of such provision and this Agreement shall remain enforceable to the maximum extent permitted by law. Neither the Standard Terms and Conditions nor the Engagement Letter may be amended or modified except in writing, executed by the Company and PwC CF. The Standard Terms and Conditions and the Engagement Letter shall be binding upon PwC CF and the Company and their respective successors and assigns. Other than the Company's indemnification obligations and with respect to PwC CF Beneficiaries referenced in Article I and Article IV(H) of the Standard Terms and Conditions, neither the Standard Terms and Conditions nor the Engagement Letter is intended to confer any rights upon any shareholder, owner, partner or member of the Company, or any other person not a party hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile, or attached as a pdf, jpeg, or similar file type to an email.

G. To help the United States government fight the funding of terrorism and money laundering activities, Federal law requires PwC CF to obtain, verify, and record information that identifies its clients, including the Company, which information may

include the name and address of its clients, as well as other information that will allow PwC CF to properly identify its clients. PwC CF will use this information to verify the Company's identity for such purposes.

H. PwC CF is a subsidiary of PwC, the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC CF, but inclusive of PwC, the "Other PwC Firms"). PwC CF may, in its discretion, draw on the resources of and subcontract to the Other PwC Firms and/or third party contractors and subcontractors (each a "PwC CF Subcontractor"), in each case within or outside of the United States, in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Company agrees that PwC CF may provide information PwC CF receives in connection with this Engagement Letter to each PwC CF Subcontractor for such purposes. PwC CF will be solely responsible for the provision of the Services (including those performed by the PwC CF Subcontractors) and for the protection of the information provided to the PwC CF Subcontractors. The PwC CF Subcontractors, and theirs and PwC CF's respective partners, principals, directors, officers, employees, affiliates, agents and controlling persons (if any) (collectively the "Beneficiaries") shall have no liability or obligations arising out of this Engagement Letter. Company agrees: (a) to bring any claim or other legal proceeding of any nature arising from the Services against PwC CF and not against the Beneficiaries; (b) to ensure or procure that Company's consolidated subsidiaries or affiliates receiving services under this Engagement Letter who Company binds to this Engagement Letter by its signature ("Company's Subsidiaries") do not assert any such claim or other legal proceeding against PwC CF or the Beneficiaries; and (c) that the Beneficiaries shall have the benefit of the Companies representations, warranties and agreements under the Engagement Letter and these Standard Terms and Conditions, including their inclusion as Indemnified Persons under Article I. If any of Company's Subsidiaries receive Services under this Engagement Letter, Company agrees to provide a copy of this Engagement Letter to such Subsidiaries, and Company will notify them that although PwC CF Subcontractors may interact with them, the delivery of the Services is governed by the terms of this Engagement Letter (including the liability limitations herein), and they should notify Company of any disputes or potential claims arising from the Services. PwC CF disclaims any contractual or other responsibility or duty of care to any other subsidiaries or affiliates.

I. PwC CF and the Other PwC Firms provide a full range of securities, financial and accounting services, including financial advisory and consulting, investment banking, principal investing, investment management, financing, and related services activities. PwC CF and the Other PwC Firms may have interests, or be engaged in a broad range of transactions involving interests, that differ from those of the Company. PwC CF and the Other PwC Firms may acquire, hold or sell, for their own accounts and the accounts of customers, equity, debt and other securities and financial instruments of the Company

and any other entity that may be involved in the transactions and other matters contemplated by the Engagement Letter, as well as provide investment banking, accounting and/or other financial services to such entities. In addition, the Other PwC Firms may have fiduciary or other relationships whereby they may exercise voting power over securities of various persons, which securities may from time to time include securities of the Company, the Purchasers, or others persons with interests related to a Sale. The Company acknowledges and agrees that no member of the Other PwC Firms has any obligation to disclose such interests or transactions (or information relating thereto) to the Company and that PwC CF's agreement to provide services to the Company hereunder will not require any other business or member of the Other PwC Firms to restrict its activities in any way or require PwC CF or the Other PwC Firms to provide the Company with any information whatsoever about, or derived from, those activities.

J. PwC CF and the Other PwC Firms may have, and may acquire in the course of their future activities and relationships, information about the Sale and/or activities contemplated by the Engagement Letter, or about other entities and persons which may be the subject of or related to the Sale. PwC CF shall have no obligation to: (i) disclose to the Company such information or any other non-public information which is otherwise subject to an obligation of confidence to another person (collectively, "Outside Information"), (ii) disclose to the Company the fact that PwC CF is in possession of Outside Information, or (iii) use such Outside Information on the Company's behalf.

K. PwC CF and the Other PwC Firms and certain of their respective affiliates or employees, including members of the team provided services pursuant to this engagement, may from time-to-time acquire, hold or make direct or indirect investments in or otherwise finance a wide variety of entities, including those with a potential direct or indirect interest in the Sale or in transactions related to PwC CF's engagement. Neither PwC CF nor any Other PwC Firms shall be liable to account to the Company for, or (to the extent permitted by law) disclose to the Company, any charges or other remuneration made or received by it in connection with such other investments or activities.

L. Confidential Information means non-public information marked "confidential" or "proprietary" or information that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf. All terms of this Engagement Letter, including but not limited to fee and expense structure, are considered Confidential Information of both parties. Confidential Information does not include any information that (i) is rightfully known to the recipient without any known confidentiality obligations prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on Confidential Information of the discloser; or (iii) is or later becomes publicly available without violation of this Engagement Letter. The recipient will protect Confidential Information using reasonable measures commensurate with those that the

recipient uses to protect its own confidential information. The recipient may use or disclose Confidential Information to perform its obligations and exercise its rights under this Engagement Letter. The recipient may disclose Confidential Information to perform its obligations and exercise its rights under this Engagement Letter, or as requested or directed by the disclosing party, provided that in all cases such disclosure is pursuant to a written obligation of confidentiality at least as restriction as this Section L. The recipient may also disclose Confidential Information to the extent required by applicable law, or rule or regulation (including any subpoena or other similar form of process) or professional standard (collectively, "Applicable Law"). If disclosure is required by Applicable Law, the party to which the request for disclosure is made shall (other than in connection with routine government audits, investigations, or supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other party with prior written notice (to the extent permissible by law) thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief. This subparagraph supersedes any prior agreement between the Company and PwC CF respecting confidentiality.

PricewaterhouseCoopers Corporate Finance LLC

Disclosure Statement

PricewaterhouseCoopers Corporate Finance LLC
Business Continuity Planning

PricewaterhouseCoopers Corporate Finance LLC ("PwC CF") has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

Contacting PwC CF - If, after a significant business disruption you cannot contact us as you usually do, you should call any of our additional offices: Chicago (312.298.5866), New York (646-818-7140), Houston (713-356-5835), San Francisco (415-498-5963), Toronto (416.687.8141), Montreal (514.205.5079) or Vancouver (604.806.7594).

Our Business Continuity Plan - We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and retrieving key customer records. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data backup and recovery; financial and operational assessments; alternative communications with customers, employees and regulators; alternate physical location of employees; critical service provider, bank and customer impact; and regulatory reporting.

We have retained third party service providers to ensure remote backup facilities and off-site storage for our books and records. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we expect to be able to promptly retrieve our books and records. We will quickly establish alternative arrangements if a critical service provider can no longer provide the needed goods or services when we need them because of a Significant Business Disruption to them or our firm.

Varying Disruptions - Significant Business Disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 48 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and

resume business as soon as possible. In either situation we plan to continue in business and notify you how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will discuss alternative arrangements with you.

For more information - If you have questions about our business continuity planning, you can contact us at 312.298.3218.

Schedule 1

Debtors
10 Edison Street LLC
13 Edison Street LLC
Advanced Vision Research Inc.
Akorn (New Jersey) Inc.
Akorn Animal Health Inc.
Akorn Inc.
Akorn Ophthalmics Inc.
Akorn Sales Inc.
Clover Pharmaceuticals Corp.
Covenant Pharma Inc.
Hi-Tech Pharmacal Co. Inc.
Inspire Pharmaceuticals Inc.
Oak Pharmaceuticals Inc.
Olta Pharmaceuticals Corp.
VersaPharm Inc.
VPI Holdings Corp.
VPI Holdings Sub LLC

Directors & Officers
Abramowitz, Ken
Bonaccorsi, Joe
Boothe, Douglas
Graves, Adrienne
Kapoor, John, Dr.
Meyer, Steven
Pollard, Randall
Portwood, Duane
Rappuhn, Terry
Tambi, Brian
Weinstein, Alan
Young, Christopher

5% or More Equity Holders
Akella, Rao
BlackRock Inc.
Vanguard Group, The

API & Critical Excipients
Advanced Instruments Inc.
Agilent Technologies Inc.
AirGas Inc.
Albany Molecular Research Inc.
Amsterdam Pharmacy
Ashland Specialty Ingredients GP
B&B Instruments Inc.
Badger Biomedical LLC
BASF SE
Becton Dickinson & Co.
Bell Flavors & Fragrances Inc.
BioCold Environmental LLC
Biocon Ltd.
Brenntag AG
Brookefield
Capua Bioservices SpA
Caron Treatment Centers
Castle Hill Pharmaceutical Distributors
CEM Corp.
Charles Ross & Son Co.
ChemWorth Corp.
Chongqing Carelife Pharmaceutical Ltd.
Cole-Parmer Instrument Co. LLC
Croda International plc
Crystal Pharma SAU
Delta Industries Inc.
Dishman Carbogen Amcis Ltd.
Dow Chemical Co., The
DuPont Nutrition USA Inc.
Euticals SpA
Evonik Degussa Corp.
Fabbrica Italiana Sintetici
Farmabios SpA
Farmabios SpA, Italy
FeF Chemicals
Flavine North America Inc.
Gerresheimer Glass Inc.
Givaudan SA
Glenmark Pharmaceuticals Ltd.
Honeywell Fluka
HunterLab
Ingredion Inc.
Inorganic Ventures Inc.
International Group Inc., The
Kruss GmbH
LGC Group Ltd.
Lipoid LLC
Lubrizol Corp., The
Macron Fine Chemicals
McCrone Group, The
Medichem SA

Micro Labs Ltd.
Netzsch Group
Pall Corp.
PBI International
Peak Scientific Inc.
Penta International Corp.
Pfizer Inc.
Phenomenex Inc.
Quimica Sintetica SA
Rochem International Inc.
SAFC Inc.
Sanofi SA
Sartorium
Sartorius AG
SGD SA
Sigma-Aldrich Corp.
Sotax AG
SP Scientific Inc.
Specturm Chemical Manufacturing Corp.
SST Corp.
Sterigenics US LLC
TA Instruments Inc.
Teva Pharmaceutical Industries Ltd.
Thermo Electron North America LLC
Thermo Fisher Scientific Inc.
TLC Pharmaceuticals Standards Ltd.
Tomita Pharmaceuticals Co. Ltd.
TRC Chemicals Canada
Tuttnauer USA
Waters Corp.
West Pharmaceutical Services Inc.
Willing, Jingsu
Xelia ApS
Zhejiang Haisen Pharmaceutical Co. Ltd.

Bankruptcy Professionals
AlixPartners LLP
PJT Partners LP

Banks/Lenders/UCC Lien Parties/Administrative Agent
BlackRock Inc.
BlueMountain Capital Management LLC
Carlyle Group LP, The
CIFC Asset Management LLC
Credit Suisse Asset Management LLC
Eaton Vance Management
GSO Capital Partners LP
JPMorgan Chase & Co.
JPMorgan Chase Bank NA
Pinebridge Investments LLC
Stonehill Capital Management LLC
Western Asset Management Co. LLC
Whitebox Advisors LLC

External Stability Testing Laboratories
Alcami Corp.
BioStudy Solutions LLC
Catalent Micron Technologies
Catalent Pharma Solutions
Eurofins EAG Materials Science
Excelvision AG
Gateway
Gibraltar Laboratories Inc.
Intertek Group plc
McCrone Associates
Micro Measurement Laboratories Inc. LLC
Pacific BioLabs Inc.
Particle Technology Labs
Scisafe Inc.
SGS Laboratories
Solvias AG
Tergus Pharma LLC
Whitehouse Labs

Governmental/Regulatory Agencies
United States, Government of the, Department of Labor, Occupational Safety & Health Administration
United States, Government of the, Department of Health & Human Services, Food & Drug Administration
United States, Government of the, Department of Justice, Drug Enforcement Agency
United States, Government of the, Environmental Protection Agency
United States, Government of the, Federal Trade Commission
United States, Government of the, U.S. Consumer Product Safety Commission

Insurance - PFA - Surety Providers

ACE American Insurance Co.
Axis Surplus Insurance Co.
Berkshire Hathaway Specialty Insurance Co.
Endurance American Insurance Co.
Evanston Insurance Co.
Everest Indemnity Insurance Co.
Federal Insurance Co.
Great American Insurance Co.
Hartford Accident & Indemnity Co.
Hartford Casualty Insurance Co.
Hartford Fire Insurance Co.
Illinois National Insurance Co.
James River Insurance Co.
Lloyd's Syndicate 1218 (Newline Management)
Mt Hawley Insurance Co.
TDC Specialty Insurance Co.
Travelers Casualty & Surety Co.of America
Travelers Excess & Surplus Lines Co.
Trumbull Insurance Co.
Underwriters at Lloyd's London
Washington International Insurance Co.
Wesco Insurance Co.
Westchester Fire Insurance Co.
Western Surety Co.
XL Insurance America Inc.

Litigation Parties

Cabasares, Horatio V.
Fresenius Kabi AG
Gabelli & Co. Investment Advisors Inc.
Gabelli Funds LLC
Houston Healthcare Systems Inc.
Joshi Living Trust
Kogut
Pope, Ann
Pope, Anthony
Pulchinski, Dennis
Trsar, Dale

Professionals

Cravath, Swaine & Moore LLP
FTI Consulting Inc.
Gibson, Dunn & Crutcher LLP
Greenhill & Co.

RLD Vendors

Amsterdam Pharma
Atrium Staffing LLC
BioScience Laboratories Inc.
Castle Hill Pharmaceutical Distributors
East Norriton Pharmacy
Espee Biopharma Inc.
Greenhill & Co.
Harry's Pharmacy
Iron Mountain Inc.
KBS Pharma
Kelly Services Inc.
Main Pharmacy
McKesson Financial
PBI Pharmacy
Rios Pharmacy
Sannova Analytical Inc.

Taxing Authorities

Alabama, State of, Department of Revenue
Amityville, Village (NY)
Ann Arbor, City of (MI), Treasurer
Arizona Corporation Commission
Arizona, State of, Department of Revenue
Australian Pesticides & Veterinary Medicine Authority
Babylon, Town of (NY)
California Franchise Tax Board
California, State of, Department of Tax & Fee Administration
California, State of, Secretary of State
Colorado, State of, Secretary of State
Connecticut, State of, Department of Revenue Services
Connecticut, State of, Secretary of State
Delaware, State of, Department of State, Division of Corporations
Florida, State of, Department of Revenue
Florida, State of, Division of Corporations
Georgia, State of, Department of Revenue
Georgia, State of, Secretary of State
Hawaii, State of, Department of Commerce & Consumer Affairs
Health Canada-Sante Canada
Idaho, State of, Secretary of State

Idaho, State of, State Tax Commission
Illinois, State of, Department of Revenue
Illinois, State of, Secretary of State
Indiana, State of, Secretary of State
Iowa, State of, Secretary of State
Kansas, State of, Secretary of State
Kentucky, Commonwealth of, Secretary of State
Louisiana, State of, Department of Revenue
Louisiana, State of, Secretary of State
Macon, County of (MI), Collector
Maine, State of, Secretary of State
Maryland, State of, Revenue Administration Division
Maryland, State of, State Center
Massachusetts, Commonwealth of, Department of Revenue
Massachussetts, Commonwealth of, Secretary
Michigan, State of, Corporations Division
Michigan, State of, Department of Treasury
Minnesota, State of, Department of Revenue
Minnesota, State of, Secretary of State, Business Services
Mississippi, State of, Secretary of State
Missouri, State of, Department of Revenue
Missouri, State of, Secretary of State, Corporations Unit
Montana, State of, Department of Revenue
Montana, State of, Secretary of State
Nebraska, State of, Department of Revenue
Nebraska, State of, Secretary of State, Business Services Division
New Hampshire, State of, Department of State
New Jersey, State of
New Jersey, State of, Department of State
New Jersey, State of, Division of Taxation
New Mexico, State of, Secretary of State
New Mexico, State of, Taxation & Revenue Department
New York, State of, Department of State
New York, State of, Department of State's Division of Corporations
New York, State of, Department of Taxation & Finance
North Carolina, State of, Department of Revenue
North Carolina, State of, Secretary of State
North Dakota, State of, Secretary of State
Ohio, State of, Department of Taxation
Oklahoma, State of, Secretary of State
Oregon, State of, Department of Revenue
Oregon, State of, Secretary of State
Pennsylvania, Commonwealth of, Department of Revenue
Rhode Island, State of, Department of Revenue
South Carolina, State of, Department of Revenue
South Dakota, State of, Secretary of State
Tennessee, State of, Department of Revenue
Tennessee, State of, Secretary of State
Texas, State of, Comptroller of Public Accounts
United States, Government of the, Department of Health & Human Services, Food & Drug Administration
United States, Government of the, Department of Homeland Security
United States, Government of the, Department of Justice
Utah State of, Tax Commission
Utah, State of, Secretary of State
Vermont, State of, Department of Taxes
Vermont, State of, Secretary of State
Virginia, Commonwealth of, Corporation Commission
Washington, D.C., Office of Tax & Revenue
Washington, State of, Department of Revenue
Washington, State of, Secretary of State
West Virginia, State of, Secretary of State
Wisconsin, State of, Department of Revenue
Wyoming, State of, Secretary of State

Utility Providers

1390 Fairview
275 Pierce St. LLC
Ameren 1390 Fairview
Ameren Distribution
Ameren Light

AT&T Inc.
BCN Telecom Inc.
Cablevision Systems Corp.
Call One Inc.
ComEd
Decatur, City of (IL)
Direct Energy Wyckles
Franklin, Township of (NJ)
Franklin, Township of (NJ), Sewage
Freepoint Energy Solutions
Homefield Energy
National Grid plc
New York Power Authority
North Shore Gas
PSE&G Co.
PSEG
Solar Solutions
Sprague Operating Resources LLC
Suffolk County Water Authority Inc.
Verizon Wireless
Vonage Business Solutions Inc.
Windstream Holdings Inc.

Top 30 Unsecured Creditors

McKesson Corporation
Douglas Pharmaceuticals America Limited
AmerisourceBergen Global Services
Cardinal Health
OptumRx, Inc.
CVS Health Corporation
Laboiratoire Unither Groupe Unither Espace Industriel Nord
Catalent Pharma Solutions
Amri Renesselaer Inc.
Health Trust Purchasing Group
Santen Pharmaceutical Co Ltd.
Vizient Inc.
Walmart
NSF Health Sciences LLC
Clarusone Sourcing Services LLP
Leadiant Biosciences Inc.
Thermo Fisher Scientific
Walgreens
Department of Veterans Affairs
Target Corporation
Amazon.com Services Inc.
Express Scripts Inc.
Morris & Dickson Co Ltd.
Humana Pharmacy Solutions
Optisource LLC
Eagle Pharmacy LLC
Berlin Packaging LLC
GDL International
PD Sub LLC
Fresenius Kabi USA, LLC

United States Bankruptcy Judges and Staff in the District of Delaware

The Honorable Brendan L. Shannon
The Honorable Christopher S. Sontchi, Chief Judge
The Honorable John T. Dorsey
The Honorable Karen B. Owens
The Honorable Laurie Selber Silverstein
The Honorable Mary F. Walrath
Cacia Batts
Catherine Farrell
Cheryl Szymanski
Claire Brady
Danielle Gadson
Donna Grottini
Janet Moore
Jill Walker
Karen Strupczewski
Laura Haney
Laurie Capp
Lora Johnson
Marquietta Lopez
Rachel Bello
Rachel Werkheiser
Robert Cavello
Sherry Scaruzzi

United States Trustee for the District of Delaware (and Key Staff Members)

Andy Vara
Benjamin Hackman
Christine Green
David Buchbinder
David Villagrana
Diane Giordano

Dion Wynn
Edith A. Serrano
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Jeffrey Heck
Juliet Sarkessian
Karen Starr
Lauren Attix
Linda Casey
Linda Richenderfer
Michael Panacio
Ramona Vinson
Richard Schepacarter
Robert Agarwal
Rose Sierra
Shakima L. Dortch
T. Patrick Tinker
Timothy J. Fox, Jr.

Clerk of Court and Deputy for the District of Delaware
Stephen Grant, Chief Deputy Clerk
Una O'Boyle, Clerk of Court

Schedule 2

Debtors
Akorn Inc.

5% or More Equity Holders
Blackrock, Inc.
The Vanguard Group, Inc.

API & Critical Excipients
Biocon Ltd.
Dishman Carbogen Amcis Ltd.
Givaudan SA
The Lubrizol Corporation

External Stability Testing Laboratories
Catalent Pharma Solutions

RLD Vendors
McKesson Corporation

Top 30 Unsecured Creditors
Cardinal Health

Insurance – PFA – Surety Providers
Berkshire Hathaway Specialty Insurance Co.