

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

*In re*

AKORN, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-11177 (KBO)  
Jointly Administered

Re: Docket Nos. 18 and 181

**OBJECTION OF CENVEO WORLDWIDE LIMITED  
TO NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED  
EXECUTORY CONTRACTS AND PROPOSED CURE AMOUNTS**

Cenveo Worldwide Limited (f/k/a Cenveo Corporation) (“Cenveo”), by its undersigned attorneys, hereby objects (this “Objection”) to the cure amounts listed in the Debtors’ two attached *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* dated August 20, 2020 (collectively the “Cure Notices”), copies of which are attached as **Exhibit 1**, and to the proposed assumption or assumption and assignment of the Cenveo contracts identified in the Cure Notices, for the reasons below.

**OBJECTION**

1. The Cure Notices identify five agreements between Debtor VersaPharm Incorporated and Cenveo<sup>2</sup> that may be subject to potential assumption or assumption and assignment in connection with the Debtors’ proposed sale of their assets (the “Sale”): (a) an Amendment to Statement of Work, and (b) Amendment Nos. 2-5 to Master Services Agreement

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, 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.

<sup>2</sup> One of the Cure Notices misspells Cenveo as Conveo. As stated below, Akorn, Inc. is the current Debtor party to the agreements.



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(collectively, the “Identified Cenveo Amendments”). The Debtors list a \$0 cure amount for each of the Identified Cenveo Amendments (the “Proposed Cure Amount”).

2. While not listed on the Cure Notices, VersaPharm Incorporated is also party to a sixth and seventh amendment<sup>3</sup> to the Master Services Agreement with Cenveo, as well as the Master Services Agreement dated as of December 18, 2008/Statement of Work dated October 10, 2008<sup>4</sup> that is subject to the seven amendments (collectively with the Identified Cenveo Amendments, the “Cenveo Agreement”). While not initially a party to the Master Services Agreement/Statement of Work, VersaPharm was added as a party to the Master Services Agreement/Statement of Work pursuant to the Second Amendment to the Master Services Agreement, effective as of April 13, 2012, and assumed all obligations thereunder as of that date.

3. Effective as of January 1, 2018, VersaPharm Incorporated assigned its obligations under the Cenveo Agreement to Debtor Akorn, Inc. Pursuant to the Seventh Amendment to Master Services Agreement, Akorn, Inc. also replaced VersaPharm Incorporated as the Debtor party to the Cenveo Agreement.

4. It is unclear from the Cure Notices whether the Debtors are only seeking to assume/assume and assign the five Identified Cenveo Amendments listed in the Cure Notices or the Cenveo Agreement as a whole (together with the underlying December 18, 2008 Master Services Agreement/October 10, 2008 Statement of Work and the sixth and seventh amendments).

5. As an initial matter, Cenveo objects to the Cure Notices because they fail to identify the underlying Master Services Agreement/Statement of Work and the sixth and seventh amendments to it and thus seek to assume only part of the Cenveo Agreement. The Cenveo

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<sup>3</sup> The Sixth Amendment to Master Services Agreement is dated as of January 23, 2018; the Seventh Amendment to Master Services Agreement is dated as of March 14, 2018 with an effective date of January 1, 2018.

<sup>4</sup> This Statement of Work is Exhibit A to the Master Services Agreement.

Agreement is a single integrated agreement. The Identified Cenveo Amendments form part but not all of that single integrated agreement and have since been amended by the sixth and seventh amendments. To the extent the Debtors seek to assume or assume and assign the Identified Cenveo Amendments, they can only do so to the extent they assume the Cenveo Agreement as a whole. *See, e.g., In re Fleming Cos.*, 499 F.3d 300, 308 (3d Cir. 2007); *In re Physiotherapy Holdings, Inc.*, 538 B.R. 225 (D. Del. 2015).

6. Cenveo also objects to the Proposed Cure Amount (\$0) because it is inaccurate. As of the date hereof, the Debtors owe \$82,020.03 to Cenveo under the Cenveo Agreement, and as a result of future services, the Debtors may also owe Cenveo additional amounts prior to the effective date of any assumption of the Cenveo Agreement (collectively, the “Required Cure Amount”). Redacted copies of supporting invoices are attached as Exhibit 2. In order to assume and assign the Cenveo Agreement, the Debtors are required to cure (or provide adequate assurance that the Debtors will promptly cure) existing defaults thereunder. 11 U.S.C. § 365(b)(1)(A) (“[i]f there has been a default in the executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee . . . cures, or provides adequate assurance that the trustee will promptly cure, such default . . .”). Accordingly, Cenveo objects to the Proposed Cure Amount because it is less than the Required Cure Amount.

7. Finally, Cenveo objects to the Cure Notices because they identify the wrong Debtor counterparty to the agreements. As stated above, effective as of January 1, 2018, Akorn, Inc. replaced VersaPharm Incorporated as the Debtor party to the Cenveo Agreement.

**RESERVATION OF RIGHTS**

Cenveo reserves the right to supplement this Objection and to submit further objections with respect to the Sale, to cure amounts proposed by the Debtors for any contracts to which Cenveo is a party that are sought to be assumed by the Debtors, or to the assumption, assumption and assignment, or rejection of any such contracts.

**CONCLUSION**

WHEREFORE, Cenveo respectfully requests that (i) to the extent the Debtors seek to assume or to assume and assign the Identified Cenveo Amendments, that such request be denied unless (a) the Debtors assume the Cenveo Agreement as a whole and (b) the cure costs with respect to the Cenveo Agreement be fixed in the amount of the Required Cure Amount; and (ii) the Court grant Cenveo such other and further relief as it may deem just and proper.

Dated: August 25, 2020  
Wilmington, Delaware

**POTTER ANDERSON & CORROON LLP**

/s/ Jeremy W. Ryan

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*Counsel for Cenveo Worldwide Limited*

**EXHIBIT 1**

Akorn, Inc., et al.  
222 N Pacific Coast Highway, Ste. 300  
El Segundo, CA 90245

PRF # 113111  
Case#: 20-11177  
Svc: 2

Contract ID: 2216111  
PackID: 5033

Conveo Corporation  
Attn Bill Smart, Vice President, Business Development  
200 First Stamford Place, 2nd Floor  
Stamford, CT 06902

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

AKORN, INC., *et al.*,<sup>1</sup>

Debtors.

) Chapter 11

) Case No. 20-11177 (KBO)

) (Jointly Administered)

NOTICE TO CONTRACT PARTIES TO POTENTIALLY  
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU  
OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN  
EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE  
OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.

PLEASE TAKE NOTICE that on June 15, 2020, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order (A) Authorizing and Approving Bidding Procedures, (B) Scheduling an Auction and a Sale Hearing, (C) Approving the Form and Manner of Notice Thereof, (D) Establishing Notice and Procedures for the Assumption and Assignment of Certain Executory Contracts and Leases, and (E) Granting Related Relief* [Docket No. 181] (the “Bidding Procedures Order”),<sup>2</sup> authorizing the Debtors<sup>3</sup> to conduct an auction (the “Auction”) to select the party to purchase the Debtors’ assets. The Auction will be governed by the bidding procedures approved pursuant to the Bidding Procedures Order (attached to the Bidding Procedures Order as Exhibit 2, the “Bidding Procedures”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors may assume and assign to the Successful Bidder the contract or agreement listed on Exhibit A to which you are a counterparty, upon approval of the Sale. The Debtors have conducted a review of their books and records and have determined that

<sup>1</sup> 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.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order or the Sale Motion.

<sup>3</sup> This relief granted in the Bidding Procedures Order is solely limited to the Debtors.

the cure amount for unpaid monetary obligations under such Assigned Contracts is as set forth on **Exhibit A** attached hereto (the “Cure Amounts”).

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Amounts, object to a proposed assignment to the Successful Bidder of any Assigned Contract, or object to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Assigned Contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amounts, state the correct cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received no later than August 25, 2020, at 12:00 p.m. (prevailing Eastern Time)** (the “**Contract Objection Deadline**”) by the Court and the following parties: (i) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Nicole L. Greenblatt, email: nicole.greenblatt@kirkland.com, and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Patrick J. Nash, Jr. P.C., Gregory F. Pesce, and Christopher M. Hayes, email: patrick.nash@kirkland.com, gregory.pesce@kirkland.com, and christopher.hayes@kirkland.com; (ii) proposed Delaware counsel to the Debtors, Richards, Layton & Finger, 920 N. King Street, Wilmington, Delaware 19801, Attn: Paul M. Heath, Amanda R. Steele, Zachary I. Shapiro, and Brett M. Haywood, email: heath@rlf.com, steele@rlf.com, shapiro@rlf.com, and haywood@rlf.com; (iii) counsel to the Stalking Horse Bidder and counsel to the Ad Hoc Group, Gibson Dunn & Crutcher, 200 Park Avenue, New York, New York, 10166, Attn: Scott J. Greenberg and Michael J. Cohen, e-mail: sgreenberg@gibsondunn.com and mcohen@gibsondunn.com; (iv) co-counsel to the Stalking Horse Bidder and co-counsel to the Ad Hoc Group, Young Conaway Stargatt & Taylor, 1000 North King Street, Wilmington, Delaware 19801, Attn: Robert S. Brady, e-mail: rbrady@ycst.com; (v) counsel to the Term Loan Agent under the Debtors’ Term Loan Agreement, Wilmer Cutler Pickering Hale and Dorr LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attn: Andrew Goldman, email: andrew.goldman@Wilmerhale.com; (vi) the counsel to the agent under any post-petition financing; (vii) the Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane M. Leamy, email: Jane.M.Leamy@usdoj.gov; (viii) counsel to the official committee of unsecured creditors, Jenner & Block LLP, 353 N. Clark Street, Chicago, Illinois 60654, Attn: Landon Raiford and William Williams, email: lraiford@jenner.com and wwilliams@jenner.com; (ix) co-counsel to the official committee of unsecured creditors, Saul Ewing Arnstein & Lehr, 1201 North Market Street, Suite 2300, Wilmington, Delaware 19801, Attn: Mark Minuti and Luke Murley, email: mark.minuti@saul.com and luke.murley@saul.com; (x) counsel to any official committee appointed in these Chapter 11 Cases; and (xi) any other party that has filed a notice of appearance in these chapter 11 cases.

**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Amounts(s), (b) the proposed assignment and assumption of any Assigned Contract, or (c) adequate assurance of the Successful Bidder’s ability to perform is filed by the Contract Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Amounts as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any



additional cure amount under the proposed assigned Assigned Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

**PLEASE TAKE FURTHER NOTICE** that any objection to the proposed assumption and assignment of an Assigned Contract or related Cure Amounts in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing, shall be heard at a later date as may be fixed by the Court.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Assigned Contract on the Cure Notice does not require or guarantee that such Assigned Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Assigned Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Assigned Contract as either rejected or assumed on a post-closing basis.

**PLEASE TAKE FURTHER NOTICE** that, nothing herein (i) alters in any way the prepetition nature of the Assigned Contracts or the validity, priority, or amount of any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract.

**PLEASE TAKE FURTHER NOTICE** that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at [www.kccllc.net/akorn](http://www.kccllc.net/akorn).

*[Remainder of page intentionally left blank]*

Wilmington, Delaware  
August 20, 2020

*/s/ Paul N. Heath*

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*Co-Counsel for the Debtors  
and Debtors in Possession*

**Exhibit A**

<b>Debtor Party</b>	<b>Contract Counterparty</b>	<b>Contract Name / Description</b>	<b>Cure Amount (if any)</b>
VersaPharm Incorporated	Conveo Corporation	Amendment to Statement of Work	\$0.00

Akorn, Inc., et al.  
222 N Pacific Coast Highway, Ste. 300  
El Segundo, CA 90245

PRF # 113111  
Case#: 20-11177  
Svc: 2

Contract ID: 2212|1|6  
PackID: 5030

Cenveo Corporation  
Attn William J. Smart or Legal Department  
200 First Stamford Place, 2nd Floor  
Stamford, CT 06902

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*[Remainder of page intentionally left blank]*

Wilmington, Delaware  
August 20, 2020

*/s/ Paul N. Heath*

**RICHARDS, LAYTON & FINGER, P.A.**

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and Debtors in Possession*

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*Co-Counsel for the Debtors  
and Debtors in Possession*



**Exhibit A**

<b>Debtor Party</b>	<b>Contract Counterparty</b>	<b>Contract Name / Description</b>	<b>Cure Amount (if any)</b>
VersaPharm Incorporated	Cenveo Corporation	Amendment No. 4 to Master Services Agreement	\$0.00
VersaPharm Incorporated	Cenveo Corporation	Amendment No. 5 to Master Services Agreement	\$0.00
VersaPharm Incorporated	Cenveo Corporation	Amendment No. 3 to Master Services Agreement	\$0.00
VersaPharm Incorporated	Cenveo Corporation	Amendment No. 2 to Master Services Agreement	\$0.00

**EXHIBIT 2**





**Cenveo.** | St. Louis

Cenveo Worldwide Limited 314.966.2000 tel  
 Accounts Receivable 314.966.8254 fax  
 P.O. Box 749004  
 Los Angeles, CA 90074-9004

Invoice Number: 364343  
 Invoice Date: 07/09/20  
 Due Date: 08/08/20  
 Salesperson: Barri Klingaman  
 Purchase Order: June 2020  
 Form Number:

**Bill To:** 012.4209  
 AKORN INC (DIP)  
 1925 W FIELD CT STE 300  
 LAKE FOREST IL 60045  
 US

**Remit Payment To:**  
 Cenveo Worldwide Limited  
 P.O.Box 749004  
 Los Angeles, CA 90074-9004

**Electronic Payment To:**  
 Bank of America  
 Account#: [REDACTED]  
 ACH/EFT: [REDACTED]  
 Dom Wires: [REDACTED]  
 SWIFT Code: [REDACTED]

Quantity Shipped	Order Number or Job	Description	Unit Price	UOM	Amount
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]

(Continued)

**Cenveo.** | St. Louis

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 1925 W FIELD CT STE 300  
 LAKE FOREST IL 60045  
 US

**Remit Payment To:**  
 Cenveo Worldwide Limited  
 P.O.Box 749004  
 Los Angeles, CA 90074-9004

**Electronic Payment To:**

Bank of America

Account#:

ACH/EFT:

Dom Wires:

SWIFT Code:

Quantity Shipped	Order Number or Job	Description	Unit Price	UOM	Amount

Net Sales: 39,361.96  
 Freight - Taxable: 10,476.15  
 Sales Tax: 4,604.01

**Invoice Total: 54,442.12**

Payment Terms: Net Due in 30 Days

**All Invoice Amounts In US Dollars**

*\$32,740.85*  
*Balance*

**Cenveo® | St. Louis**

Cenveo Worldwide Limited 314.966.2000 tel  
 Accounts Receivable 314.966.8254 fax  
 P.O. Box 749004  
 Los Angeles, CA 90074-9004

Invoice Number: 364867  
 Invoice Date: 08/07/20  
 Due Date: 09/06/20  
 Salesperson: Barri Klingaman  
 Purchase Order: July 2020  
 Form Number:

**Bill To:** 012.4209  
 AKORN INC (DIP)  
 1925 W FIELD CT STE 300  
 LAKE FOREST IL 60045  
 US

**Remit Payment To:**  
 Cenveo Worldwide Limited  
 P.O.Box 749004  
 Los Angeles, CA 90074-9004

**Electronic Payment To:**

Bank of America  
 Account#: [REDACTED]  
 ACH/EFT: [REDACTED]  
 Dom Wires: [REDACTED]  
 SWIFT Code: [REDACTED]

Quantity Shipped	Order Number or Job	Description	Unit Price	UOM	Amount
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			

(Continued)

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 Los Angeles, CA 90074-9004

Invoice Number: 364867  
 Invoice Date: 08/07/20  
 Due Date: 09/06/20  
 Salesperson: Barri Klingaman  
 Purchase Order: July 2020  
 Form Number:

**Bill To:** 012.4209  
 AKORN INC (DIP)  
 1925 W FIELD CT STE 300  
 LAKE FOREST IL 60045  
 US

**Remit Payment To:**  
 Cenveo Worldwide Limited  
 P.O.Box 749004  
 Los Angeles, CA 90074-9004

**Electronic Payment To:**

Bank of America  
 Account#: [REDACTED]  
 ACH/EFT: [REDACTED]  
 Dom Wires: [REDACTED]  
 SWIFT Code: [REDACTED]

Quantity Shipped	Order Number or Job	Description	Unit Price	UOM	Amount
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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 ACH/EFT: [REDACTED]  
 Dom Wires: [REDACTED]  
 SWIFT Code: [REDACTED]

Quantity Shipped	Order Number or Job	Description	Unit Price	UOM	Amount
[REDACTED]		[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(Continued)



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 P.O.Box 749004  
 Los Angeles, CA 90074-9004

**Electronic Payment To:**

Bank of America  
 Account#: [REDACTED]  
 ACH/EFT: [REDACTED]  
 Dom Wires: [REDACTED]  
 SWIFT Code: [REDACTED]

Quantity Shipped	Order Number or Job	Description	Unit Price	UOM	Amount
---------------------	------------------------	-------------	------------	-----	--------

Net Sales: 36,524.72  
 Freight - Taxable: 8,587.04  
 Sales Tax: 4,167.42

**Invoice Total:** 49,279.18

Payment Terms: Net Due in 30 Days

**All Invoice Amounts In US Dollars**

**CERTIFICATE OF SERVICE**

I, Jeremy W. Ryan, hereby certify that I am not less than 18 years of age and that on this 25<sup>th</sup> day of August 2020, I caused a true and correct copy of the foregoing *Objection of Cenvo Worldwide Limited to Notice to Contract Parties to Potentially Assumed Executory Contracts and Proposed Cure Amounts* to be served upon the parties on the attached service list in the manner indicated.

Under penalty of perjury, I declare the foregoing is true and correct.

/s/ Jeremy W. Ryan

Jeremy W. Ryan (DE Bar No. 4057)

**SERVICE LIST**

**Via Email**

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New York, New York 10007  
Email: andrew.goldman@Wilmerhale.com

**Via First Class Mail & Email**

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844 King Street, Suite 2207, Lockbox 35  
Wilmington, Delaware 19801  
Email: Jane.M.Leamy@usdoj.gov

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