

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

ENDO INTERNATIONAL plc, et al.,
Debtors.

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

GUC TRUST-PURCHASER COOPERATION AGREEMENT

In connection with the *Fourth Amended Joint Chapter 11 Plan of Endo International plc and its Affiliated Debtors* [Docket No. 3849], including all exhibits and schedules thereto, and as the same may from time to time be amended or modified and as confirmed (the “**Plan**”) by order of the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) in the above-captioned cases (the “**Chapter 11 Cases**”), this agreement (the “**Agreement**”) is made, effective as of the Effective Date,¹ by and among (i) the trustee (the “**Trustee**”) of the Endo GUC Trust (the “**Trust**”) on behalf of the Trust,² and (ii) Purchaser Parent, on behalf of itself and the other Purchaser Entities (collectively, the “**Purchaser**”) (each, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, on March 24, 2023, the Debtors, the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases (the “**UCC**”), the Official Committee of Opioid Claimants appointed in the Chapter 11 Cases (the “**OCC**” and, together with the UCC, the “**Committees**”), and the Ad Hoc First Lien Group (as defined in the Stipulation) entered into that certain *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters* [Docket No. 1505], which attached, among other things, that certain UCC Resolution Term Sheet as Exhibit 1 (such stipulation, inclusive of all attachments, the “**Stipulation**”);

WHEREAS, the terms of the Stipulation were incorporated into the Plan;

WHEREAS, the Stipulation provided for the establishment of the Trust, and the Trust was established pursuant to Section 6.1 of the Plan;

¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

² For the avoidance of doubt, any reference to an obligation of the Trust includes a reference to the Trustee, and any reference to an obligation of the Trustee includes a reference to the Trust.

WHEREAS, the Trust is responsible for processing, evaluating, reconciling, resolving, and making payments on account of certain claims (“**Claims Processing**”), as described in more detail in the GUC Trust Agreement and the Stipulation;

WHEREAS, the Plan is transferring or causing to be transferred to the Trust the GUC Trust Litigation Claims and the GUC Trust Insurance Rights, (the “**Assigned Claims and Rights**”), each and all as described in more detail in the Plan, the GUC Trust Agreement, and the Stipulation, which the Trust is entitled to pursue and/or prosecute at the sole discretion of the Trust; and

WHEREAS, the Trust may have certain quarterly, annual and tax reporting obligations (“**Reporting Obligations**”), as described in more detail in the GUC Trust Agreement;

NOW THEREFORE, in light of the above-stated premises, the mutual covenants contained herein, and for good and valuable consideration, the Parties agree as follows:

ARTICLE I TRANSFER OF TRUST RECORDS

Section 1.1. Purchaser shall, after a reasonable search (consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34), collect, preserve, and transfer (or cause to be transferred) to the Trust all Documents³ and information that are in its possession, custody, or control, which are, in whole or in part, relevant to (i) Claims Processing, as requested in Exhibit A (“**Claim Records**”); (ii) the pursuit and/or prosecution of any GUC Trust Litigation Claim or the pursuit of any GUC Trust Insurance Rights, as requested in Exhibit B (“**Litigation and Insurance Materials**”); or (iii) the Trust’s Reporting Obligations, as requested in Exhibit C (“**Reporting Records**” and, collectively with Claim Records and Litigation and Insurance Materials, “**Trust Records**”). Notwithstanding anything to the contrary herein, this Agreement does not require Purchaser to transfer to the Trust any Document (a) that was produced to and/or is in the possession of the UCC or the Trust as of the date of any such request, (b) that is not a Trust Record, or (c) the transfer of which is restricted or limited by the terms of the Stipulation, the Plan, or the Confirmation Order.

- a. Purchaser shall provide the Trust with Trust Records on a rolling basis and shall substantially complete such transfer (i) with respect to the categories of Documents and information identified on Exhibit A, within 90 days of the Effective Date, and (ii) with respect to the categories of Documents and information identified on Exhibits B and C, within 180 days of the Effective Date (collectively, the “**Initial Transfer Period**”); *provided* that, before the search, collection, or transfer of Documents by Purchaser pursuant to this Agreement, the UCC shall provide to Purchaser an overview of Documents already produced to the UCC or the Trust by the Debtors or their Non-Debtor Affiliates prior to the Effective Date and the Trust

³ The term “**Document**” shall refer to documents, data, testing, information, compilations, physical evidence, correspondence, communications, written materials, records and writings of any type or description, however created, reproduced or retrieved, and in any form, including, without limitation, databases and computer/electronic files.

shall abstain from making any requests of Purchaser that have already been made of the Debtors or their Non-Debtor Affiliates, except to the extent that such request either (i) was unresponded to by the Debtors or their Non-Debtor Affiliates or (ii) is to confirm or supplement an identified response or identified production by the Debtors or their Non-Debtor Affiliates; *provided, further*, that the Parties shall work in good faith to adjust any deadlines in this Section 1.1.a in the event of a change in circumstance that was unforeseen by the Parties on the Effective Date.

- b. For a period of three years after the end of the Initial Transfer Period (the “**Supplemental Transfer Period**”), the Trust shall have the right to make additional requests for Documents or information that it believes constitute Trust Documents, and Purchaser shall, after a reasonable search (consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34), collect, preserve, and transfer (or cause to be transferred) to the Trust all such requested Documents and information that are in its possession, custody, or control within 90 days of such request; *provided* that, the Parties shall work in good faith to adjust any deadlines in this Section 1.1.b in the event of a change in circumstance that was unforeseen by the Parties on the Effective Date.
- c. Purchaser shall preserve, or cause to be preserved, all Trust Records until the expiration of the Supplemental Transfer Period or, if later, the time necessary for Purchaser to complete the transfer of any Trust Records requested before the expiration of the Supplemental Transfer Period. For the avoidance of doubt, this Section 1.1.c requires Purchaser to preserve any materials requested by the Trust prior to the expiration of the Supplemental Transfer Period that are withheld by the Purchaser pursuant to Section 1.2.d.ii or Section 1.4, as well as any materials withheld by the Purchaser based on any provision of this Agreement that relieves the Purchaser from taking actions that would require the Purchaser to incur certain attorneys’ fees, until such materials are transferred to the Trust or the Parties agree that they cannot be so transferred.
- d. After the expiration of the Supplemental Transfer Period, the Trust shall continue to have the right to request Trust Records from Purchaser; *provided* that Purchaser shall have no obligation under Section 1.1.c to further preserve any Trust Records after the expiration of the Supplemental Transfer Period.
- e. Nothing in this Section 1.1 is a waiver of (i) the Trust’s rights or in any way limits the Trust’s ability to obtain Documents through any other available avenue including formal legal process and discovery, or of Purchaser’s rights or ability to object to any such legal process or discovery, or (ii) the Purchaser’s obligations to preserve and/or transfer Trust Records or any other Documents pursuant to subpoenas, discovery requests, or other legal process.

Section 1.2. Privileged Materials.

- a. Any attorney-client privilege, work-product protection, or other privilege or immunity (or any combination of the foregoing as the case may be), whether written

or oral (each, a “**Privilege**”) relating to Claims Processing, the Assigned Claims and Rights, or the Trust’s Reporting Obligations, including but not limited to any Privileges attaching to any Trust Record (collectively, all Documents subject to the foregoing Privileges shall be “**Privileged Materials**”), in each case, held by the Debtors, their Non-Debtor Affiliates, or by Purchaser shall be vested in the Trust upon the Effective Date. To the extent there are Privileged Materials in the possession of the Post-Emergence Entities (including but not limited to the Purchaser) on the Effective Date, the Privileges contained therein shall be shared with such entities while they are in the possession of such Materials. The Trust shall not need the consent of any other entity to waive a Privilege. To the extent a Privilege is shared, the applicable Post-Emergence Entities (including but not limited to the Purchaser) may assert such Privilege but may not unilaterally waive such Privilege without the Trust’s consent. This provision regarding the transfer of Privileges and Privileged Materials constitutes agreement (i) that the Trust is the successor-in-interest to the Debtors, their Non-Debtor Affiliates, and Purchaser with respect to Claims Processing, the Assigned Claims and Rights, and the Trust’s Reporting Obligations, (ii) that the Trust has the responsibility for Claims Processing, the Assigned Claims and Rights (including, without limitation, claims against all GUC Trust Insurance Policies and GUC Trust D&O Insurance Policies), and the Trust’s Reporting Obligations, and (iii) that there is otherwise a common legal interest between the Debtors, their Non-Debtor Affiliates, Purchaser, and the Trust in effectuating the Plan, including with respect to Claims Processing, the Assigned Claims and Rights, and the Trust’s Reporting Obligations (and, without limitation, maximizing insurance coverage).

- b. Any Privileged Materials transferred to the Trust may (but are not required to) be marked with a “Privileged” designation; *provided* that Purchaser shall use commercially reasonable efforts to ensure that Trust Records that are not subject to any of the foregoing Privileges are not inadvertently so designated.
- c. As of and following the Effective Date, the applicable Post-Emergence Entities (including but not limited to the Purchaser) and the Trust shall take any other necessary actions, if any, to transfer to and vest in the Trust all Privileges, including those embodied in Privileged Materials, relating to Claims Processing, the Assigned Claims and Rights, and the Trust’s Reporting Obligations.
- d. Notwithstanding anything to the contrary herein, Purchaser shall not be required, except by order of an appropriate court, to produce or make available for inspection:
 - i. any information that is not a Trust Record; or
 - ii. any Privileged Materials that cannot be transferred to the Trust without destroying such Privilege or that Purchaser does not have authority to waive or transfer (including, but not limited to, because the privilege is held jointly by Purchaser and a third-party); *provided that*, in the event that any Trust Records are withheld pursuant to this provision, the Purchaser shall (x) identify the Trust Records being withheld and the

reason they are not being produced or made available for inspection and (y) take any reasonable step that might enable (and work cooperatively with the Trust to enable) the Trust to obtain such Documents or information.

Section 1.3. To the extent any Document or information sought by the Trust that would reasonably be expected to constitute a Trust Record if in the possession, custody, or control of Purchaser is instead in the possession of a third-party (but not also in the possession, custody, or control of Purchaser), subject to the terms and limitations set forth in this Agreement, Purchaser shall provide reasonable cooperation to enable the Trust to obtain such Documents or information from the third-party for the purposes set forth in Section 1.5 below; *provided* that, to the extent Privileged Materials are subject to a Privilege shared between or among Purchaser and a third-party and are protected by the common interest or similar doctrine, Purchaser will use commercially reasonable efforts to secure any consent that may be required for the transfer of such Documents to the Trust in accordance with this Agreement; *provided* that Purchaser shall not be obligated to provide its consent if such consent would diminish or compromise the privileged status of such Privileged Materials; *provided, further*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses⁴ actually incurred by Purchaser in connection with obtaining such consent but (b) Purchaser shall be relieved from its obligation to seek consent under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.

Section 1.4. To the extent that any Trust Records are subject to a protective order or other confidentiality restriction or the Purchaser is otherwise under a legal obligation—including due to personal privacy or a contractual obligation—to refrain from providing a Trust Record to a third party, Purchaser shall undertake commercially reasonable efforts to produce such requested Trust Records, along with a copy of the protective order or other document setting forth such confidentiality restriction, and to obtain any requisite consents, to the extent permitted by, and subject to, any applicable protective orders, confidentiality restrictions, or personal privacy or contractual obligations; *provided* that (x) Purchaser shall not be obligated to take any action under this Agreement that would violate any law, regulation, court order, contractual obligation, or otherwise expose Purchaser to criminal and/or civil liability, (y) Purchaser shall not be in breach of this Agreement if it refrains from taking any action that it determines in good faith (including based on the advice of counsel) would violate any law, regulation, court order, contractual obligation, or otherwise expose Purchaser to criminal and/or civil liability, and (z) the Trust's rights to seek production under Section 1.7 or Section 3.11 with respect to any Documents withheld pursuant to clauses (x) and (y) are fully reserved; *provided, further*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually incurred by Purchaser in connection with obtaining such aforementioned consent but (b) Purchaser shall be relieved from its obligation to seek such consent under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000,

⁴ For the avoidance of doubt, any reference to costs and expenses in this Agreement expressly excludes attorneys' fees.

unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation. In the event that any Trust Records are withheld pursuant to this Section 1.4, the Purchaser shall (i) identify the Trust Records being withheld and the reasons they are not being produced or made available for inspection and (ii) take any reasonable step that might enable (and work cooperatively with the Trust to enable) the Trust to obtain such Documents or information.

Section 1.5. The Trust shall use the Trust Records provided to the Trust, subject to any third-party confidentiality obligations, solely for the purposes of (i) Claims Processing, (ii) preserving, pursuing, and/or maximizing the value of the Assigned Claims and Rights, and/or (iii) Reporting Obligations (the "**Purposes**"). The Trustee may respond to requests for Documents and information made by holders of claims, and other third parties, concerning the Purposes, including but not limited to responding, consistent with applicable law and the confidentiality obligations set forth in Section 3.2, to third-party (including defendant / respondent) requests for Documents in connection with pending or anticipated litigation in connection with the Assigned Claims and Rights.

Section 1.6. The Parties shall work together in good faith to determine the terms, nature, and frequency of any documentation provided by Purchaser in connection with the transfer of Trust Records, including any documentation to establish, to the extent possible, the authentication of Trust Records or otherwise facilitate the admissibility of the Trust Records into evidence. Upon reasonable request, Purchaser shall, to the extent known, provide the Trust with the names of individuals with knowledge who can authenticate Documents produced by Purchaser to the Trust (including Trust Records) and prove their chain of custody in court proceedings in accordance with the Federal Rules of Evidence, and shall take commercially reasonable efforts to secure the cooperation of any such individuals to authenticate those Documents, *provided*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually incurred by Purchaser in connection with obtaining such aforementioned cooperation but (b) Purchaser shall be relieved from its obligation to seek such cooperation under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.

Section 1.7. For the avoidance of doubt, nothing in this section is a waiver of the Trust's rights or limits the Trust's ability to obtain documents or information through any other available avenue including formal legal process and discovery, or of Purchaser's or any other parties' rights or ability to object to any such legal process or discovery.

ARTICLE II TESTIMONY AND COOPERATION

Section 2.1. During the Initial Transfer Period and the Supplemental Transfer Period, Purchaser agrees to cooperate with the Trust on the terms set forth herein in connection with, and in anticipation of, the Trust's engagement in Claims Processing, preserving, pursuing and/or maximizing the value of any Assigned Claims and Rights, and its Reporting Obligations:

- a. Upon written request (including via email) by the Trust (or its professionals), made with reasonable advance notice, Purchaser shall: (i) provide the Trust (or its professionals) with reasonable access, on an informal basis, to individuals then currently employed by or affiliated with Purchaser, and (ii) use commercially reasonable efforts to provide the Trust (or its professionals) with reasonable access, on an informal basis to (x) former employees, officers, or directors of any of the Debtors or their Non-Debtor Affiliates who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation, (y) then-current professionals or advisors of Purchaser, or (z) former professionals or advisors of the Debtors, their Non-Debtor Affiliates, or Purchaser who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation. Any information provided to the Trust pursuant to this section may be used by the Trust solely for the Purposes set forth in this Agreement and the Stipulation (*i.e.*, in respect of Claims Processing, the Assigned Claims and Rights, and Reporting Obligations). For the purposes of this section, Purchaser shall designate a(the) person(s) to whom such requests by the Trust or its professionals shall be made.
- b. In the event that the Trust, in the course of Claims Processing, or preserving, pursuing, and/or maximizing the value of the Assigned Claims and Rights, or in furtherance of its Reporting Obligations, makes a formal request for testimony in a proceeding (including but not limited to by way of a subpoena, a request for a *de bene esse* deposition, or similar process) from (i) Purchaser, (ii) individuals then currently employed by or affiliated with Purchaser, (iii) former employees, officers, or directors of any of the Debtors or their Non-Debtor Affiliates who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation, (iv) then-current professionals or advisors of Purchaser, or (v) former professionals or advisors of the Debtors, their Non-Debtor Affiliates, or Purchaser who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation, Purchaser shall use commercially reasonable efforts to make such witness available to the Trust, including for live testimony at trial; *provided*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually incurred by Purchaser in connection with obtaining such cooperation but (b) Purchaser shall be relieved from its obligation to seek such cooperation under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.
- c. Purchaser further agrees to use commercially reasonable efforts to satisfy reasonable requests from the Trust for the identification and cooperation of witnesses or other individuals on topics related to the Trust Records; *provided*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and

expenses actually incurred by Purchaser in connection with obtaining such cooperation but (b) Purchaser shall be relieved from its obligation to seek such cooperation under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.

- d. Nothing in this section is a waiver of the Trust's rights or limits the Trust's ability to obtain testimony through any other available avenue including formal legal process and discovery, or of Purchaser's or any other parties' rights or ability to object to any such legal process or discovery, and the Parties acknowledge that the obligations in this Section 2.1 do not extend to persons who are, or could be, defendants in proceedings to prosecute the Assigned Claims and Rights.

ARTICLE III MISCELLANEOUS

Section 3.1. Preservation of Other Privileges and Defenses; Inadvertent Production. Purchaser may, but is not obligated to, review and redact privileged information wholly unrelated to Claims Processing, the Assigned Claims and Rights, or the Trust's Reporting Obligations prior to the sharing of any Documents. To the extent Purchaser inadvertently transfers to the Trust any Documents that (i) Purchaser contends are exempted from being provided pursuant to this Agreement because they constitute Documents wholly unrelated to Claims Processing, the Assigned Claims and Rights, and/or the Reporting Obligations, or (ii) are later discovered by the Trust to contain privileged information unrelated to the Assigned Claims and Rights (each of (i) – (ii), an **"Inadvertently Provided Document"**), Purchaser may, in writing (including via email), request the return of any Inadvertently Provided Document. A request for the return of an Inadvertently Provided Document shall identify the specific Document and the basis for clawing back such Document, in whole or in part, from production. Further, with respect to any Inadvertently Provided Document under item (ii) of this Section 3.1, the Trust shall immediately cease use and/or disclosure of such Document and notify Purchaser of such Inadvertently Provided Document, and Purchaser, if appropriate, shall within ten (10) business days provide a version of the Document to the Trust that redacts any such privileged information that is unrelated to Claims Processing, the Assigned Claims and Rights, or the Trust's Reporting Obligations.

If Purchaser requests the return, pursuant to this Section 3.1, of any Inadvertently Provided Document then in the custody of the Trust, the Trust shall, within ten (10) business days, either (a) (x) return and/or, at the discretion of Purchaser, delete or destroy the Inadvertently Provided Document and all copies thereof, (y) undertake reasonable measures to obtain or confirm the return, deletion, and/or destruction of any copies it produced to other parties, and (z) delete or destroy all notes or other work product reflecting the content of such Inadvertently Provided Document, or alternatively (b) challenge such request in accordance with Section 3.11, but neither the Trust nor any other third-party shall be entitled to contend that the provision of the Inadvertently Provided Document pursuant to this Agreement constituted a waiver of any applicable privilege(s), protection(s), or immunity. In the event the Trust commences a challenge in connection with Purchaser's request for return of an Inadvertently Provided Document, then the

Trust need not take the steps described in clause (a) of this paragraph in this Section 3.1 until such challenge has been fully resolved, but the Trust shall sequester the Inadvertently Provided Document (or work product reflecting the contents of the Inadvertently Provided Document) unless and until the challenge is resolved in the Trust's favor.

Section 3.2. Confidentiality.

- a. Other than as set forth herein, the Trust shall not, without the consent of Purchaser (which may come from such person(s) designated by Purchaser in accordance with Section 2.1.a), provide any third-party access to (x) any Document that was previously designated "Confidential" or "Highly Confidential" pursuant to that certain *Stipulation and Protective Order* [Docket No. 623] (such order, the "**Protective Order**" and, all such material, the "**Subject Material**") or (y) any Document that is produced pursuant to this Agreement and designated as "Confidential," "Highly Confidential" or "Professionals' Eyes Only" (all such material, the "**Produced Material**") unless and until (i) such third-party (including, without limitation, any accountant, agent, attorney, banker, consultant, executor, financial advisor, investment banker, real estate broker, transfer agent, representative, or employee) has executed a confidentiality agreement that is at least as restrictive as the Protective Order, or (ii) such access is given pursuant to the terms of a protective order issued by a court, mediator, or arbitration panel having jurisdiction over the related Assigned Claims and Rights, *provided that*, in the case of clause (ii) of this Section 3.2.a, the Trust shall use commercially reasonable efforts to propose, seek, or otherwise advocate for a protective order that is at least as restrictive as the Protective Order, and fourteen (14) Business Days' advance notice is given to (a) with respect to any Subject Material, the party that produced the Subject Material and (b) with respect to any Produced Material or to the extent that the party in clause (a) is one of the Debtors, their Non-Debtor Affiliates, or Purchaser. Any such access pursuant to this Section 3.2.a shall be subject to the terms of this Agreement (including, without limitation, Section 3.2.d) and the Stipulation, and any Subject Material and/or Produced Material shall maintain its Confidential, Highly Confidential, or Professionals' Eyes Only designation to the maximum extent permissible under the terms of a protective order entered by a court, mediator, or arbitration panel having jurisdiction over the related Assigned Claim or Policy, unless otherwise ordered by such court, mediator, or arbitration panel.
- b. Purchaser shall have the ability to designate Documents or information produced pursuant to this Agreement as "Confidential" if Purchaser in good faith reasonably believes that such information is protected from disclosure by statute or constitutes confidential personal information, medical or psychiatric information, personnel records, protected law enforcement materials, research, technical, commercial, or financial information that has been maintained as confidential, or such other proprietary or sensitive business and commercial information that is not publicly available.

- c. Purchaser shall have the ability to designate Documents or information produced pursuant to this Agreement as “Highly Confidential” or for “Professionals’ Eyes Only” if Purchaser in good faith reasonably believes that, if such information were disclosed, (i) it would cause significant competitive or commercial harm to Purchaser; (ii) it would give rise to a safety or similar risk to any person or entity (including, for example, disclosing personally identifiable information); (iii) it would involve commercially sensitive information the disclosure of which to non-counsel or non-professionals is likely to significantly adversely impact Purchaser; (iv) it would reveal trade secrets or confidential research, development, or commercial information, including but not limited to product pricing or product pricing strategy, product distribution strategy, or product sales strategy; or (v) it would violate the terms or conditions of a confidentiality agreement, protective order or similar agreement with a third-party.
- d. The terms of the Protective Order shall apply in full to the Subject Material and the Produced Material with the following modifications:
 - (i) the Subject Material and the Produced Material may only be used by the Trust in accordance with Section 1.5 and Section 3.2.a of this Agreement;
 - (ii) if any Produced Material is designated as Confidential (the “**Confidential Material**”) pursuant to Section 3.2.b of this Agreement, then the Trust may share such information solely with the following parties, in each case solely to the extent that such parties comply with Section 1.5 and Section 3.2.a:
 - 1. the individuals listed in Section 3.2.d.iii below;
 - 2. any witnesses or deponents during the course of a deposition or testimony in litigation arising out of the Assigned Claims and Rights;
 - 3. any potential witnesses or deponents during the course of a preparation for a deposition or testimony in litigation arising out of the Assigned Claims and Rights; and
 - 4. counsel for any party identified in the preceding paragraphs (as well as stenographic, clerical, legal assistant employees, and agents working on behalf of counsel whose functions require access to Confidential Material) ((1)-(4) collectively, the “**Confidential Recipients**”);
 - (iii) if any Produced Material is designated as Highly Confidential (the “**Highly Confidential Material**”) or Professionals’ Eyes Only (the “**PEO Material**”) pursuant Section 3.2.c of this Agreement, then the Trust may share such information solely with the following

parties, in each case solely to the extent that such parties comply with Section 1.5 and Section 3.2.a;

1. any current or former professional of Purchaser;
 2. solely with respect Highly Confidential Material, any current or former employee or director of Purchaser;
 3. the Trust's Trustee(s) and the Trust's retained professionals (as well as stenographic, clerical, legal assistant employees, consultants, experts, and agents of those professionals whose functions require access to Highly Confidential or PEO Material), as applicable;
 4. any party identified on the face of a Document to be the author, addressee, or the actual or intended recipient of the Document;
 5. any court of competent jurisdiction, including any authorized staff of such court, and any official or independent court reporters and videotape operators;
 6. any special master, mediator, or arbitrator engaged or appointed for the purpose of mediation, arbitration, or other dispute resolution;
 7. experts and consultants engaged for purposes of Claims Processing, the Assigned Claims and Rights, or the Trust's Reporting Obligations;
 8. third-party contractors engaged for litigation support; and
 9. insurers and insurers' professionals, as necessary to preserve, secure, or obtain the benefit of any insurance rights or proceeds transferred to the Trust, subject to appropriate confidentiality restrictions ((1)-(9) collectively, the "**Highly Confidential Recipients**" and, together with the Confidential Recipients and the recipients of Subject Material, the "**Recipients**").
- (iv) to the extent reasonably practical and so long as the information is otherwise discoverable, the Trust and/or any Recipient shall provide ten (10) business days' advance written notice (unless circumstances do not afford time for such notice, in which case the Trust any or any Recipient shall endeavor to provide as much notice as possible) to Purchaser before disclosing any Subject Material, Confidential Material, Highly Confidential Material, or PEO Material to a court of competent jurisdiction not under seal, orally or in writing, to

allow Purchaser to obtain a protective order or agreement (if it chooses to do so), and if Purchaser does not obtain a protective order or agreement, the Trust or Recipient shall make any such disclosure under seal, unless such court orders otherwise;

- (v) in the event that the Trust or a Recipient is required or requested (a) by a court of competent jurisdiction, or (b) by a federal, state, or local governmental or regulatory body, in each case, to disclose any Subject Material, Confidential Material, Highly Confidential Material, or PEO Material supplied to the Trust or Recipient, as applicable, will provide Purchaser with prompt written notice of such request or requirements so that Purchaser may seek, at Purchaser's cost and expense, an appropriate protective order or agreement and/or seek appropriate approvals from a mediator, court, tribunal, or governmental or regulatory body having jurisdiction over the relevant action, litigation, proceeding, or hearing, as applicable, and in the absence of a protective order or the receipt of a waiver hereunder, the Trust or Recipient, as applicable, may only disclose, without liability hereunder, that portion of the Subject Material, Confidential Material, Highly Confidential Material, or PEO Material that it is legally compelled to disclose;
- (vi) to the extent that a Recipient is subject to examination by a regulatory authority or bank auditor that is not specifically related to, or targeted at, Purchaser or the Debtors, the Recipient shall not be in breach of its obligations hereunder if it permits such authority or bank auditor to review the Subject Material, Confidential Material, Highly Confidential Material, or PEO Material, without notice to any persons, in connection with a review of the Recipient's files; and
- (vii) in the event of any conflict between this Agreement and the Protective Order, the terms of this Agreement shall control.

Section 3.3. Nothing in this Agreement shall require any Party or any third party to create any new documents or to compile or organize any data contained in existing Documents into any new documents, except to the extent (i) such compilation is specifically requested or necessary to respond to a request on Exhibit A, Exhibit B, or Exhibit C hereto, or necessary to respond to a supplemental request made pursuant to Section 1.1.b and/or (ii) limited to removing any encryption or passwords which would prevent review, and, with respect to Documents kept in electronic form which rely upon electronic links to other Documents, modifying the links or converting the link-sourced data to static data so as to preserve all information of the Document in its as-produced form. Notwithstanding the foregoing, if the burden of deriving or ascertaining from existing Documents particular information requested under Exhibit A, Exhibit B, or Exhibit C, or necessary to respond to a supplemental request made pursuant to Section 1.1.b, would be substantially greater for the Trust than the burden to Purchaser of compiling or organizing such information, then the Trust may request that Purchaser use commercially reasonable efforts to

(1) provide specifically identified information by running a report or summary from Purchaser's accounting or other electronic systems or databases, and (2) timely respond to reasonable requests to explain such reports or summaries; *provided* that the Trust shall bear all of Purchaser's out-of-pocket costs and expenses in connection therewith.

Section 3.4. Exhibits. The Parties shall work together in good faith to prepare and finalize Exhibits A, B and C to this Agreement prior to the Effective Date, which Exhibits shall be acceptable to both Parties.

Section 3.5. Costs. Except as otherwise provided herein, the Parties shall bear their own costs associated with any obligations arising out of this Agreement prior to the end of the Supplemental Transfer Period. Following the end of the Supplemental Transfer Period, the Trust shall pay all documented and reasonable out-of-pocket costs and expenses associated with any obligations arising out of this Agreement.

Section 3.6. Upon request by the Trust, Purchaser shall certify that it has used commercially reasonable efforts to find a specific Document that Purchaser agrees to search for and/or produce under the terms of this Agreement; *provided* that it is understood and agreed that a search consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34 shall in all cases be sufficient to establish such commercially reasonable efforts.

Section 3.7. Preservation of Rights. Nothing in this Agreement (a) limits or otherwise waives the rights of the Trust to seek discovery from Purchaser pursuant to applicable law, (b) limits or otherwise waives the rights of Purchaser or, to the extent applicable, any of the Debtors or their Non-Debtor Affiliates to object to any such discovery, or (c) constitutes a waiver or transfer of any privilege of (x) the Debtors, their Non-Debtor Affiliates, or the Purchaser, that was not transferred to, or shared with, the Purchaser or the Trust, in each case, from or by the Debtors or their Non-Debtor Affiliates, or which arises after the Effective Date or (y) any other person that is not party to this Agreement.

Section 3.8. The Parties agree to cooperate reasonably and share information as necessary and appropriate to facilitate insurance billing by any of the Parties hereto, or the resolution of any insurance-related dispute (including but not limited to any information or Documents identified in Exhibit B), subject to appropriate protections for confidential information. The Party seeking such information shall pay the other Party's reasonable out-of-pocket costs and expenses. Nothing in this Agreement shall prevent the Trust from providing information to any insurer as necessary to preserve, secure, or obtain the benefit of any GUC Trust Insurance Rights, subject to appropriate confidentiality restrictions.

Section 3.9. Notices. All notices, requests, or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be effective when either served by hand delivery, electronic mail, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the Parties at addresses to be specified after the Effective Date ("**Notice Addresses**"). Until a Party's Notice Addresses is specified, notice in accordance with this section may be sent to the respective addresses set forth below ("**Counsel Addresses**"). After the specification of a Notice

Address, service upon a Counsel Address shall not constitute notice but such Counsel Address shall be copied on any notice sent to a Notice Address:

a. For the Trust:

Ariel Lavinbuk
Kramer Levin Naftalis & Frankel LLP
2000 K St., NW, Fourth Floor
Washington, DC 20006

b. For Purchaser:

William J. Moccia
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166

Section 3.10. Effectiveness. This Agreement shall become effective upon, and concurrently with, the occurrence of the Effective Date.

Section 3.11. Dispute Resolution.

- a. In the event of a dispute concerning this Agreement (a “**Dispute**”)—including, without limitation, (i) any Dispute over the interpretation, implementation, and enforcement of this Agreement, (ii) a Dispute regarding whether any Document is a Trust Record or should be produced to the Trust, or (iii) a Dispute over whether any information is subject to Section 1.3—such Dispute shall be fully and finally resolved by the Bankruptcy Court, unless the Bankruptcy Court lacks jurisdiction or the Parties otherwise agree. To that end, the Parties consent to personal jurisdiction and venue in the Bankruptcy Court. Any Party to this Agreement may contact chambers to arrange a telephonic conference (a “**Conference**”) with the Bankruptcy Court for purposes of resolving a Dispute. The Party requesting a Conference (the “**Requesting Party**”) shall provide a written notice (a “**Dispute Notice**”) to the other Party describing the Disputes (the “**Identified Disputes**”) concerning which the Requesting Party seeks the Bankruptcy Court’s guidance in sufficient detail for the other Party to frame its response. The Requesting Party shall provide such Dispute Notice to the other Party at least three (3) Business Days before any Conference is convened (unless exigent circumstances do not afford time for such notice, in which case the Requesting Party shall provide as much notice as reasonably possible). If the Identified Disputes are not resolved during the Conference, and written submissions are requested or authorized by the Bankruptcy Court, unless the Bankruptcy Court directs otherwise at the Conference, the Requesting Party may brief any remaining Identified Disputes by submitting a letter to the Bankruptcy Court, not to exceed five (5) single-spaced pages, within three (3) Business Days after the Conference. The opposing Party may respond within seven (7) Business Days of the Requesting Party’s letter with a

letter not to exceed five (5) single-spaced pages. Any further hearing concerning any remaining Identified Disputes shall be convened promptly, subject to the Bankruptcy Court's availability. Any appeals from the Bankruptcy Court's resolution of a Dispute shall be to the applicable district court, appellate court and/or Supreme Court.

- b. In the event the Bankruptcy Court lacks jurisdiction, the Parties agree to submit their Dispute to final and binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "**Rules**"), except as modified herein. The arbitration shall, to the greatest extent possible, be consistent with the procedures for resolving Disputes provided for in Section 3.11.a. The arbitration shall be conducted by a single arbitrator (the "**Arbitral Tribunal**") who shall be jointly selected by the Parties. If the Parties cannot agree upon an arbitrator within twenty-one (21) days after the initiation of arbitration then the appointment of the arbitrator shall be made by the AAA in accordance with the Rules, except as they may be modified by the mutual agreement of the Parties. The arbitration shall be held, and the award shall be rendered, in New York, New York, in the English language. For the avoidance of doubt, by submitting their Dispute to arbitration under the Rules, the Parties expressly agree that all issues of arbitrability, including all issues concerning the propriety and timeliness of the commencement of the arbitration, the jurisdiction of the Arbitral Tribunal (including the scope of this agreement to arbitrate and the extent to which a Dispute is within that scope), and the procedural conditions for arbitration, shall be finally and solely determined by the Arbitral Tribunal. The Arbitral Tribunal shall have the power to grant any remedy or relief that is in accordance with the terms of this Agreement, including specific performance and temporary or final injunctive relief, provided, however, that the Arbitral Tribunal shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement, nor any right or power to award punitive, consequential, exemplary, enhanced or treble damages. The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys' fees and costs as well as those costs and fees addressed in the Rules, between the Parties in the manner it deems fit.

Section 3.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 3.13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any New York conflict of law principles that would result in the application of laws of any other jurisdiction.

Section 3.14. Severability; Validity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but to the extent that any provision of this Agreement or the application thereof to any person or

circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, unless doing so would alter the fundamental agreements expressed in this Agreement. To such end, the provisions of this Agreement are agreed to be severable.

Section 3.15. No Partnership Agreement. Nothing contained in this Agreement shall create or be deemed to create an employment, agency, fiduciary, joint venture, or partnership relationship between any of the Parties, on the one hand, or any of such other Parties' employees, on the other hand.

Section 3.16. No Conflicts Agreement. Nothing contained in this Agreement shall create or be deemed to create any attorney-client relationship for purposes of the determination of conflicts of interest. Neither the existence of this Agreement, nor its terms, nor information obtained hereunder, shall be asserted by any Party as grounds for a motion to disqualify any Party to this Agreement or its attorneys in any proceeding that may occur.

Section 3.17. No Waiver. The Parties agree that no failure or delay by any Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, and that no single or partial exercise thereof will preclude any other or further exercise thereof or the exercise of any right, power, and privilege hereunder; *provided that*, the Parties further agree that this Section 3.18 shall not expand any Party's rights or obligations, including with respect to the time periods set forth in Section 1.1.

Section 3.18. Entire Agreement. This Agreement contains the entire agreement of the Parties concerning the subject matter hereof, and supersedes all prior representations and agreements between or among the Parties as to such subject matter. Notwithstanding the foregoing, however, nothing in this Section supersedes any aspect of the Stipulation or the Plan, or any attachments thereto or the restrictions and limitations applicable to the provision of information and Documents set forth therein. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless approved in writing by the Parties.

Section 3.19. Authorization. Each of the undersigned individuals represents and warrants that he/she has the power and authority to enter into this Agreement and bind their respective Party as its authorized representatives.

Section 3.20. Titles. The section titles used herein are for convenience only and shall not be considered in construing or interpreting any of the provisions of this Agreement.

Section 3.21. No Third-Party Beneficiaries. This Agreement is not intended to benefit or create rights in any other Person or entity other than Purchaser and the Trust.

Section 3.22. Binding Effect. The Parties agree that this Agreement is for the benefit of and shall be binding upon the Parties and their respective representatives, transferees, successors, and assigns.

Section 3.23. No New Debtor Obligations. Notwithstanding anything to the contrary in this Agreement, the Debtors' obligations with respect to cooperation with and production to the


UCC and the Trust, if any, are set forth in other documents or agreements and this Agreement does not create new or independent obligations of the Debtors regarding such cooperation or production.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective representatives thereunto duly authorized as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Cooperation Agreement
as of the day and year written above.

Endo, Inc.

By: 
Name: Deanna Voss
Title: Assistant Secretary

Matthew J. Dundon, as GUC Trustee

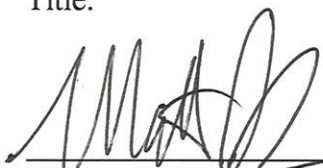
IN WITNESS WHEREOF, the Parties hereto have executed this Cooperation Agreement
as of the day and year written above.

Endo, Inc.

By: _____

Name:

Title:

A handwritten signature in black ink, appearing to read 'Matthew J. Dutton', is written over a horizontal line.

Matthew J. Dutton, as GUC Trustee

EXHIBIT A & B
TO THE GUC CREDITOR TRUST-PURCHASER COOPERATION AGREEMENT

Where applicable, the requests below may include Documents and information subject to privileges that the Trust received as of the Effective Date, as described in and pursuant to Section 1.2 of the Cooperation Agreement and the Plan.

Nothing in Exhibit A or B is an agreement by the Purchaser that responsive documents exist or are in the Purchaser's possession, custody, or control. To the extent that, as of the Effective Date, responsive documents have either not already been identified or been determined not to exist, during the Initial Transfer Period, the Parties shall work cooperatively and promptly to agree on and implement appropriate and reasonable searches, including, where applicable, search parameters, including search terms, custodians, date ranges, and other applicable search parameters that are relevant and proportional with the needs of the Trust in connection with (i) processing, evaluation, defense, resolution, liquidation, and payment of claims and/or (ii) pursuit and/or litigation of Assigned Claims and Rights. Where applicable, the Purchaser shall consult with relevant personnel to identify and propose custodians, search terms, ad hoc documents, and search parameters in a good faith attempt to capture documents responsive to the requests.

For avoidance of doubt, documents previously produced by the Debtors are not being requested again by way of this document except to the extent previously provided in redacted form, and now sought in unredacted form (see, e.g., Exhibit B-1). To the extent that any documents previously produced by the Debtors would nevertheless be responsive to the requests set forth herein (with the aforementioned exception of documents produced in redacted form), Purchaser shall not be required to produce such documents again and may, in its sole discretion, direct the Trust to the applicable previously produced documents.

To the extent reasonably feasible and applicable, all Documents shall be produced with any tagging, notes, and /or attorney comments from the Debtors' or Purchaser's review databases associated with such Documents. A separate electronic discovery protocol to be agreed to by the Parties during the Initial Transfer Period will govern the production of metadata and the format of the productions.

The terms "Debtors" and "Endo" are used interchangeably in this document and include, as context requires, (i) all of the debtors whose chapter 11 cases have been jointly administered as part of In re Endo International plc et al. (Bankr. S.D.N.Y. Case No. 22-22549 (JLG)); (ii) any non-debtor entities that were direct or indirect subsidiaries of Endo International plc.; and (iii) any entities that are emerging from the Chapter 11 Bankruptcy.

Throughout, "including" and similar terms mean "including but not limited to" and similar formulations.

**EXHIBIT A TO GUC CREDITOR TRUST-PURCHASER COOPERATION
AGREEMENT**

CLAIM RECORDS

#	CLAIM RECORDS
	<i>General</i>
1.	Copies of all Documents, databases, and Communications that the Debtors or their advisors relied upon, utilized, or otherwise consulted with, to complete the Debtors' Schedules, Statement of Financial Affairs, and Monthly Operating Reports.
2.	Copies of all Documents, databases, and/or financial ledgers that the Debtors reasonably anticipate are needed to reconcile or otherwise resolve (i) Other General Unsecured Claims, (ii) Mesh Claims, (iii) Ranitidine Claims, (iv) Generics Price Fixing Claims, or (v) Reverse Payment Claims.
3.	Copies of all Documents, databases, analyses, and Communications in which the Debtors analyze the validity of any (i) Other General Unsecured Claim, (ii) Mesh Claim, (iii) Ranitidine Claim, (iv) Generics Price Fixing Claim, or (v) Reverse Payment Claim.
4.	Documents, including exhibits, exhibit lists, written memoranda, or presentations from in-house counsel, outside counsel, or consultants, and final versions of expert reports (or drafts to the extent never finalized) concerning all actual or threatened litigation, investigations, or arbitrations, but in each case excluding those Documents concerning Opioid Claims.
5.	<p>Documents, databases, or similar, which served as a master tracking instrument for pending or threatened litigations or arbitrations, including all fields thereof and in particular not redacting amounts or other relief sought, any estimate of damages or settlement value. Such Documents, databases, or similar, should be supplemented with (a) an estimate of damages or settlement value for each action with description of type of litigation; (b) any environmental litigations and investigations with a settlement value above \$1.5 million dollars; and (c) any employment litigation matters with a settlement value above \$1.5 million dollars.</p> <p>To the extent not reflected in the above, a tabular schedule, of all active or threatened litigation and arbitrations as of the Petition Date against any Debtor, on an entity-by-entity basis, which schedule should denote the plaintiffs(s), counsel for plaintiff(s) and defendant(s), venue, docket number(s), Debtor defendant(s), original and/or co-defendants in the case of actions as to which Debtor defendant(s) have successor or asserted shared liability, third party(ies) as to which Debtor defendant(s) have asserted or may assert shared liability or indemnification responsibility, (re)insurance carrier or absence thereof, and policy deductible, and retention or limit if available.</p>
6.	<p>A schedule of all of the Debtors' general product liability insurance contracts.</p> <p>Such schedule should be accompanied with the underlying insurance contracts, including any riders, endorsements, or similar.</p>

7.	Documents and/or databases sufficient to identify any and all judgments or settlements (including fines, penalties, or similar) entered against any Debtor or any of their direct or indirect subsidiaries, for the period beginning 10 years prior to the Petition Date through the Confirmation Date.
8.	<p>All Documents produced, or withheld as privileged, by the Debtors in connection with any federal or state investigation or subpoena concerning the marketing, sale, or distribution of the Debtors' pharmaceutical products or medical device products.</p> <p>All privilege logs created by the Debtors in response to any discovery request or subpoena in connection with any federal or state investigation concerning the marketing, sale, or distribution of the Debtors' pharmaceutical products or medical device products.</p>
9.	<p>All Documents that were produced, withheld, or redacted on the basis of a purported privilege in any and all causes of action concerning (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims.</p> <p>All privilege logs created by the Debtors in response to any discovery request or subpoena in connection with (i), (ii), (iii) and (iv) above.</p>
10.	All Documents identified by any agreed upon electronic discovery search in respect of any actual or threatened litigation, investigation, or arbitration concerning (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims.
11.	All deposition transcripts, affidavits, sworn statements of employees and directors of the Debtors obtained in the course of, or in anticipation of, litigation related to (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims.
12.	Copies of any and all interrogatories and responses thereto (whether sent or received), and transcripts of any and all depositions (whether taken or given), conducted in connection with any actual or threatened litigation, arbitration, or investigation related to (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims.
13.	All dismissal orders and executed releases, including settlement agreements involving the Debtors, in all litigations related to (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims.
14.	A list containing all information necessary to effectuate service on all claimants (or their counsel) for Classes 4(A), 4(B), 4(C), 4(D), 4(E), and 4(F).
<i>Antitrust</i>	
15.	Documents, databases, and reports issued by third parties (such as IQIIVA) that contain (i) sales information such as the monthly sales revenue per product, (ii) sales information such as the monthly unit volumes per product, (iii) sales information such as the average monthly sales prices per product (which should indicate all rebates and discounts that are included), and/or (iv) sales information such as monthly COGS or profit margins per product (including any fees paid for distribution). To the extent applicable, sales and delivery information for any specific product should be broken

	<p>down by dosage, delivery system, and approved indication. For each (i), (ii), (iii), and (iv) above, the Documents, databases, and third-party reports should concern the following products:</p> <p>(1) Allopurinol; (2) Budesonide; (3) Carisoprodol; (4) Chloestyramine; (5) Dexmethylphenidate HCL; (6) Doxazosin Mesylate; (7) Entecavir; (8) Fluoxetine HCL; (9) Hydrocodone Acetaminophen; (10) Isosorbide Dinitrate; (11) Isosorbide Dinitrate; (12) Labetalol HCL; (13) Methotrexate; (14) Methylphenidate; (15) Methylprednisolone; (16) Omega-3-acid Ethyl Esters; (17) Oxybutynin Chloride; (18) Oxycodone acetaminophen; (19) Oxycodone HCL; (20) Perphenazine; (21) Prednisone; (22) Ranitidine; (23) Trazadone HCL; (24) Triamcinolone Acetonide; (25) Doxycycline Monohydrate; (26) Nystatin Cream; (27) Digoxin; and (28) Zoledronic acid.</p>
16.	All Documents concerning the transfer of value pursuant to any settlement entered into by any Debtor, which settlement resolved an allegation that a Debtor was liable because a party was compensated for delaying its entry into or refraining from entering a market, or any similar theory of liability, with respect to medications.
17.	All Documents and Communications pertaining to the reverse payment settlements, including but not limited to anything pertaining to aspects of the agreement aside from the agreed upon entry date that represent a transfer of value or product or service provided by one party to the other.
18.	All Documents that contain AMP data, with such data broken down on a quarterly basis, beginning Q3 2009 (e.g., BATES Par_MDL_09250944), through the Confirmation Date.
	<i>Mesh</i>
19.	All contracts, agreements, settlements, notes, or written directives, by and between any Debtor and any of their direct or indirect subsidiaries relating to any Mesh Claim.
20.	All Documents concerning the potential adverse risks associated with the Debtors' transvaginal surgical mesh products.
21.	All Documents concerning any estimate on the rate and timing of adverse complications correlated with the Debtors' surgical mesh products.
22.	All written agreements, letters, or memoranda that set forth or memorialize any general arrangement, protocol, framework, understanding, or set of criteria for settling or resolving transvaginal surgical mesh product liability.
23.	All written agreements between any Debtor and any law firm that has represented or currently represents any individual or estate pursuing Mesh Claims against any Debtor, including individual and group settlements and claim processing agreements.
24.	<p>A schedule of all of the Debtors' insurance contracts that the Debtors believe provide coverage for Mesh Claims.</p> <p>Such schedule should be accompanied with all underlying insurance contracts, including any riders, endorsements, or similar.</p>

25.	All Communications between the Debtors and any insurance carrier, or their representatives, concerning Mesh Claims.
26.	All Documents concerning an insurance carrier advancing or reimbursing the Debtors money on account of losses related to Mesh Claims.
27.	All motions filed in any lawsuit, that was active and pending as of the Petition Date, in which any Debtor was a party, and that concerned Mesh Claims.
28.	<p>A schedule, or Document, setting forth the total number of claims and the aggregate amount (in the applicable local currency) that the Debtors have paid directly to individuals who received the Debtors' surgical mesh products on account of settling or fully litigating claims related to such surgical mesh products, broken down country-by-country.</p> <p>Please also include the date range in which claimants indicated above obtained their surgical mesh implants as well as the 10th, 25th, 75th, and 90th percentile of such dates country-by-country.</p>
29.	A schedule, or Document, setting forth the total number of claims that the Debtors have paid to third party payors, or other indirect claimants, pursuant to a settlement or litigation of claims related to the Debtors' surgical mesh products, broken down on a country-by-country.
30.	All Documents, schedules, databases, or similar, setting forth the total number of claims related to the Debtors' surgical mesh products that were actually asserted, pending, and unpaid, as of the Petition Date, broken down on a country-by-country basis.
31.	Documents sufficient to show the total number of people who received a surgical mesh implant produced by American Medical Systems, or any other Debtor, on a year-by-year and country-by-country basis.
	<i>Ranitidine</i>
32.	All contracts, agreements, settlements, notes, or written directives, by and between any Debtor and any of their direct or indirect subsidiaries relating to any liability on account of the Debtors' products containing ranitidine.
33.	All Documents and/or databases concerning the Debtors' market share for the Debtors' generic products containing ranitidine, which should be broken out in such a way to indicate what the Debtors' market share was on a quarterly basis.
34.	<p>A schedule of all of the Debtors' insurance contracts that the Debtors believe provide coverage for Ranitidine Claims.</p> <p>Such schedule should be accompanied with the underlying insurance contracts, including any riders, endorsements, or similar.</p>
35.	All Communications between the Debtors and any insurance carrier, or their representatives, concerning Ranitidine Claims.
36.	All motions filed in any lawsuit in which any Debtor was a party, that was active and pending as of the Petition Date, and that concerned Ranitidine Claims.

37.	All Documents concerning the potential adverse risks associated with the Debtors' products containing ranitidine.
38.	All written agreements, letters, or memoranda that set forth or memorialize any general arrangement, protocol, framework, understanding, or set of criteria for settling or resolving liability (on account of the Debtors' products containing ranitidine) between any law firm and any Debtor.
39.	All written agreements between any Debtor and any law firm that has represented or currently represents any individual or estate pursuing Ranitidine Claims against the Debtors, including individual and group settlements and claim processing agreements.

**EXHIBIT B TO GUC CREDITOR TRUST-PURCHASER COOPERATION
AGREEMENT**

LITIGATION AND INSURANCE MATIERALS

#	LITIGATION AND INSURANCE MATERIALS
1.	Fully unredacted versions of the Documents listed in Exhibit B-1.
2.	<p>All call notes made by sales representatives concerning the marketing, sale, or distribution of Opana ER.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2016 – December 2018.</p>
3.	<p>All Documents and Communications concerning the marketing, sale, or distribution of Endo opioids, including but not limited to emails, calendar invitations, PowerPoint or other similar presentations, and call notes made by sales representatives</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
4.	<p>To the extent not called for in Request No. 2, all decks, reports, strategies, guidance, memos or other Documents relating to the marketing of opioids prepared by McKinsey, including relating to Belbuca, Par Pharma, Sales Force Blitz and any other similar marketing campaigns, promotional programs, or strategic efforts concerning the sale of opioid.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
5.	<p>All final meeting minutes, presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials, and accompanying material to, from, reviewed or commented on by McKinsey consultants and/or Endo International plc's Board of Directors, including but not limited to the Board's Operations Committee and the Operations Compliance Sub-Committee.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
6.	<p>To the extent not called for in Request No. 3, all board, committee or sub-committee minutes and board or committee or subcommittee materials (i) considering, approving, or discussing any engagement(s) of McKinsey by the Debtors, (ii) for board meetings attended by any McKinsey personnel or at which McKinsey or any analyses, advice, projects, proposals, initiatives or other materials prepared by or recommended by McKinsey were discussed, or (iii) considering, approving, or discussing the hiring by any Debtor of Rajiv DeSilva or any other former McKinsey employees.</p>
7.	<p>All Documents and Communications to or from any of the following individuals concerning opioids, including but not limited to the marketing of Opana ER and the legal and regulatory risks of doing so, the dangers posed by use of Opana ER, and misuse of Opana ER by patients or physicians:</p>

	<ul style="list-style-type: none"> • Paul V. Campanelli • Rajiv De Silva • Douglas S. Ingram • Arthur J. Higgins • Roger H. Kimmel • Sharad S. Mansukani, M.D. • Todd B. Sisitsky • Jill D. Smith • William F. Spengler <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
8.	<p>All Documents and Communications to or from any of the following individuals concerning opioids, including but not limited to the marketing of Opana ER and the legal and regulatory risks of doing so, the dangers posed by use of Opana ER, and misuse of Opana ER by patients or physicians:</p> <ul style="list-style-type: none"> • Frank Burrell • Mark Collins • Terrance J. Coughlin • Blaine Davis • Chris Degnan • Jennifer E. Dubas • Ronald Jackson • Thomas G. Kolaras • Brian Lortie • Antonio R. Pera • Robert Rush • Jon Smollen • Suketu Upadhyay • Susan Williamson • Julie Yankovich • Susan Hall, Ph.D • Neil Shusterman • Blaise Coleman • Joe Ciaffoni • Ronald Jackson <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
9.	<p>All Documents and Communications to or from any of the following individuals concerning opioids, including but not limited to the marketing of Opana ER and the legal and regulatory risks of doing so, the dangers posed by use of Opana ER, and misuse of Opana ER by patients or physicians:</p>

	<ul style="list-style-type: none"> • John Kranyak • Alicia Logan • John Harlow • Matthew Maletta • Caroline B. Manogue • Arnab Ghatak • Dan Shea • Nick Mills • Mary Hong • Prakash Samal • Lisha Yang • Aamir Malik • Additional custodians as may be identified in discussions with Endo personnel or from document productions. <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
10.	<p>All Documents and Communications by, between or among the individuals listed in Request Nos. 6, 7 & 8 concerning McKinsey or McKinsey personnel including but not limited to, concerning opioids, the marketing of opioids, the dangers posed by use of opioids, and misuse of opioids by patients or physicians.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.</p>
11.	<p>All presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials, reports, and correspondence between McKinsey and the Debtors relating to McKinsey advice regarding the potential regulation of opioid products.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.</p>
12.	<p>All agreements, statements of work, proposals, and other similar Documents related to any engagements or projects undertaken by McKinsey for the Debtors (including all Documents referencing the goals or objectives for any engagement of McKinsey), and all Documents reflecting the termination of McKinsey’s engagement by the Debtors.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.</p>
13.	<p>All invoices from McKinsey to the Debtors, and Documents sufficient to show all payments from the Debtors to McKinsey.</p>

	This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.
14.	<p>Reports, assessments, presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials, memos and similar Documents assessing the risk, reward, success, liability exposure and any other similar metrics of Sales Force Blitz and any other similar marketing campaigns, promotional programs, or strategic efforts concerning the sale of opioids.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
15.	<p>The Debtors' Communications, including internal, with McKinsey and/or with counsel assessing the risk, reward, success, liability exposure and any other similar metrics of Sales Force Blitz and any other similar marketing campaigns, promotional programs, or strategic efforts concerning the sale of opioids.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
16.	<p>All materials prepared by or presented by McKinsey to Endo executives, employees, or sales representatives regarding the training of sales representatives, including related to the sale of opioids.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
17.	<p>All correspondence between McKinsey and Endo executives, employees, or sales representatives regarding the training of sales representatives to promote opioid sales.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
18.	<p>All correspondence between McKinsey and Endo executives, directors, or employees, and any associated Documents, regarding the use of, contributions to, or relationship with third-party journals, organizations, pamphlets, or websites related to the use of opioids, pain management, or other similar topics.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
19.	All Documents and Communications related to the Debtors' internal investigations relating to opioids or marketing of opioids.

	This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.
20.	Debtors’ internal litigation and/or risk assessments related to the sale and marketing of opioids. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.
21.	All Documents and Communications relating to opioid risks that mention McKinsey or were vetted or drafted by McKinsey. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.
22.	Documents sufficient to show the amount of money the Debtors spent on opioid related litigation, including for settlements, court orders, legal fees and other costs. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.
23.	Internal Communications concerning or assessing McKinsey work product. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017
24.	All Documents and Communications assessing potential claims against McKinsey. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017
25.	Documents sufficient to show payments made to McKinsey, including but not limited to 1099 Forms, supporting invoices, authorizations, check or wire information, bank account, and Documents sufficient to show the entity making the payments and/or for whose benefit any payment was made.
26.	All Documents, memoranda, letters, or analyses related to any litigation involving McKinsey, including but not limited to Documents concerning any settlements with McKinsey or negotiations of same, and any claims or potential claims against McKinsey related to the company’s opioids and other products.
27.	McKinsey’s 2005 study into Penwest Pharmaceutical’s development project EN 3203 (oxymorphone, the generic for Opana ER), and all agreements with Penwest Pharmaceuticals regarding Opana or related products.

28.	All documentation of Debtors' understanding of McKinsey's work for Purdue, FDA, or others.
29.	All Documents related to McKinsey produced to the DOJ.
30.	All Documents and Communications referring or relating to the Par Pharmaceuticals acquisition, including but not limited to those relating the final Par Acquisition Step Plan, financing, funds flow, fairness opinions, financial models, or transaction mechanics.
31.	All Documents and Communications concerning opioid or transvaginal mesh liability against either Par or Endo, including but not limited to analyses, legal work product, and all Documents produced or filed in any related litigations or regulatory matters.
32.	Opioid production, shipment and prescription data, by state, including volume, gross sales, net sales (after setoffs), gross profit, and EBITDA contribution.
33.	Any representation, warranty, covenant, agreement schedule, officer's certificate or other matter concerning opioids in connection with the September 2015 Par Pharmaceuticals acquisition.
34.	All Endo and Par financial projections; business ledgers; detailed profit-and-loss statements; audited and unaudited financial statements; all accounting materials, memos, and reports used to complete audited financial statements; monthly trial balances; bad debt expense detail; and detail of all off-book liabilities or liabilities otherwise not recorded in Endo or Par's financial statements.
35.	All Documents and Communications and analyses relating to the assets and liabilities of Endo, Legacy Par, or Par, including but not limited to (i) opioid assets and liabilities or (ii) transvaginal mesh assets and liabilities.
36.	All Documents and Communications relating to requests from, and responses to, audit firms or regulators, including but not limited to Documents, Communications, and analyses regarding opioid or transvaginal mesh liability.
37.	All Documents and Communications related to any safety, compliance, or legal events at Endo, Legacy Par, or Par relating to opioids or transvaginal mesh products, including but not limited to adverse events, suspect shipments, reports of management of the company related to internal controls, threatened or actual lawsuits, and law enforcement or regulator inquiries.
38.	All Documents and Communications relating to any Legacy Endo work product or analyses regarding the valuation of Legacy Par.

39.	All Documents and Communications relating to presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials, to any of Legacy Par, Par, or Endo's boards of directors or principal executives concerning Endo's acquisition of Par.
40.	All Documents and Communications relating to any Board's or any other managerial authority's discussion of Legacy Par, Par, or Endo's opioid liabilities, including but not limited to minutes, agendas, and presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials.
41.	All board minutes of Legacy Par, Par, or Endo's meetings concerning Endo's acquisition of Par.
42.	All correspondence between TPG and Legacy Par relating to the Par acquisition or opioid liabilities.
43.	Documents, including any contracts, instruction forms, account opening documents, and the like concerning any rights and obligations as between TPG and Endo in connection with the Par Acquisition, including any rights and obligations relating to the receipt and disposition of funds, cash, Endo Shares, and any other property in connection with the Par Acquisition.
44.	All market reports or research concerning the value of Par shares or other Par debt or equity.
45.	All market reports or research concerning the value of Endo shares or other Endo debt or equity.
46.	All Documents and Communications related to solvency of Endo, Par, or Legacy Par, including but not limited to (i) complete audited annual historical income statements, balance sheets and cash flow statements, including all supporting schedules, (ii) unaudited quarterly historical income statements, balance sheets and cash flow statements, including all supporting schedules, (iii) any management projections, with underlying assumptions and supporting schedules, (iv) credit facility and loan agreements, (v) board presentations and board meeting minutes regarding the actual and projected operating results, financial position, financial performance, liquidity needs and valuation of the Debtors, whether prepared by internal staff or external consultants and bankers, and (vi) analyses and presentations prepared by management and or third-party analysts, bankers and consultants that relate to the their historical and projected operating results, financial position, financial performance, liquidity needs and valuation.

47.	All Documents concerning potential causes of action or other claims asserted by Arnold & Porter Kaye Scholer LLP against the Debtors, including but not limited to claims for unpaid legal fees
48.	All Documents concerning billing records or invoices received from Arnold & Porter Kaye Scholer LLP.
49.	All Documents concerning potential causes of action or other claims held by the Debtors against Arnold & Porter Kaye Scholer LLP, including but not limited to Documents concerning the value of any such claims.
50.	All Documents related to any litigation for which Arnold & Porter Kaye Scholer LLP served as the Debtors' counsel.
51.	All Documents related to any potential litigation against Arnold & Porter Kaye Scholer LLP by the Debtors.
52.	All agreements or engagement letters between the Debtors and Marsh Inc.
53.	All Documents or Communications with Marsh Inc. concerning the submission of claims to insurance providers.
54.	All Documents or Communications concerning claims against the Debtors for which Marsh Inc. was the claims administrator.
55.	All insurance policies administered by Marsh Inc. on behalf of the Debtors.

**EXHIBIT B-1 TO GUC CREDITOR TRUST-PURCHASER COOPERATION
AGREEMENT**

REDACTED DOCUMENTS

ENDO-OPIOID MDL-004721469	ENDO-OPIOID MDL-04721503	ENWDVA-0206166
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ENDO-OPIOID MDL-04712846	ENDO-OPIOID MDL-04712296	ENDO-OPIOID MDL-06235704
ENDO-OPIOID MDL-04815692	ENDO-OPIOID MDL-04815750	ENWDVA-0103099
ENDO-OPIOID MDL-04712202	ENDO-OPIOID MDL-04714330	ENWDVA-0102450
ENDO-OPIOID MDL-04803496	ENDO-OPIOID MDL-04861414	ENWDVA-0102455
ENWDVA-0103397	ENWDVA-0012280	ENWDVA-0087530
ENWDVA-0186153	ENWDVA-0007420	ENWDVA-0070328
ENWDVA-0090555	ENWDVA-0022082	MCK-MAAG-0221237
MCK-MAAG-0221734	MCK-MAAG-0220761	MCK-MAAG-0220234
MCK-MAAG-0218651	MCK-MAAG-0220305	MCK-MAAG-0219194

EXHIBIT C
TO THE GUC CREDITOR TRUST-PURCHASER COOPERATION AGREEMENT

No requests for Initial Transfer Period. The GUC Trust reserves the right to make requests during the Supplemental Transfer Period.