

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re : **Chapter 11**
:
INSYS THERAPEUTICS, INC., et al., : **Case No. 19-11292 (JTD)**
:
Debtors.¹ : **Jointly Administered**
:
: **Re: D.I. 1200**
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**ORDER APPROVING STIPULATION BY AND AMONG
THE DEBTORS AND SENZER LIMITED REGARDING
ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS**

Upon consideration of the *Stipulation by and among the Debtors and Senzer Limited Regarding Assumption and Assignment of Certain Contracts* (the “**Stipulation**”),² a copy of which is attached hereto as **Exhibit 1**; and the Court having jurisdiction to consider the Stipulation pursuant to 28 U.S.C. § 1334; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Stipulation is hereby approved.
2. Upon the occurrence of both (i) the Debtors’ receipt of \$65,000 in accordance with the Purchase Agreement and (ii) the entry of this Order, the Contracts shall be assumed by Insys and assigned to Senzer.
3. Immediately upon the entry of this Order, the Stipulation shall become effective.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Insys Therapeutics, Inc. (7886); IC Operations, LLC (9659); Insys Development Company, Inc. (3020); Insys Manufacturing, LLC (0789); Insys Pharma, Inc. (9410); IPSC, LLC (6577); and IPT 355, LLC (0155). The Debtors’ mailing address is 3100 West Ray Road Ste. 201, Chandler, Arizona 85226.

² Capitalized terms used but not otherwise defined herein have the terms given to them in the Stipulation.

4. The Debtors, Senzer, and the Debtors' claims and noticing agent are authorized to take any and all actions reasonably necessary to implement and effectuate the terms of the Stipulation.

5. This Court retains jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

Dated: February 19th, 2020
Wilmington, Delaware

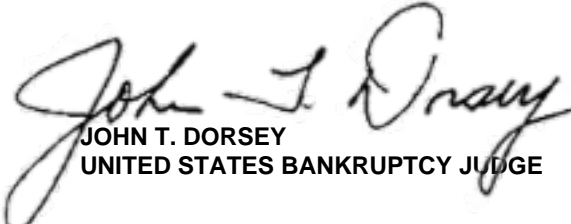

JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Stipulation

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re : **Chapter 11**
:

INSYS THERAPEUTICS, INC., et al., : **Case No. 19-11292 (JTD)**
:

Debtors.¹ : **Jointly Administered**
:

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**STIPULATION BY AND AMONG THE DEBTORS AND SENZER LIMITED
REGARDING ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS**

This stipulation (the “**Stipulation**”) is made and entered into by and between Insys Therapeutics, Inc. (“**Insys**”) and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), and Senzer Limited (“**Senzer**” and together with the Debtors, the “**Parties**”), by and through their respective undersigned counsel.

RECITALS

WHEREAS, Insys and Senzer are parties to certain executory contracts, which are listed on Exhibit A hereto (the “**Contracts**”).

WHEREAS, on June 10, 2019 (the “**Petition Date**”), the Debtors each commenced with the United States Bankruptcy Court for the District of Delaware (the “**Court**”) a voluntary case under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”).

WHEREAS, Senzer and Insys shall enter into that certain Purchase Agreement upon the Debtors’ receipt of the monetary consideration provided for thereunder (the “**Purchase**”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Insys Therapeutics, Inc. (7886); IC Operations, LLC (9659); Insys Development Company, Inc. (3020); Insys Manufacturing, LLC (0789); Insys Pharma, Inc. (9410); IPSC, LLC (6577); and IPT 355, LLC (0155). The Debtors’ mailing address is 3100 West Ray Road Ste. 201, Chandler, Arizona 85226.

Agreement”), pursuant to which, among other things, Insys agreed to assume and assign the Contracts to Senzer in accordance with the terms of this Stipulation, subject to its entry by the Court.

WHEREAS, pursuant to the Purchase Agreement, Senzer agreed to waive all claims based on any defaults in the Debtors’ performance under the Contracts, and agreed that proof of claim No. 10016 filed by Senzer in the Debtors’ bankruptcy cases in the amount of \$964,431.00 shall be deemed withdrawn; and

WHEREAS, to the extent required by section 365 of the Bankruptcy Code, the Parties agree that Senzer has provided adequate assurance of future performance with respect to the Contract, and no further showing of adequate assurance of future performance is necessary.

NOW THEREFORE, THE PARTIES, BY AND THROUGH THEIR RESPECTIVE UNDERSIGNED COUNSEL, HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. The above recitals are fully incorporated herein and made an express part of this Stipulation.
2. Upon the occurrence of both (1) the Debtors’ receipt of \$65,000 in accordance with the Purchase Agreement and (2) approval of this Stipulation by the Court (the “**Effective Date**”), the Contracts shall be assumed by Insys and assigned to Senzer.
3. In connection with the assumption and the assignment of the Contract, no payments shall be required to be made by the Debtors or Senzer to cure any defaults under section 365(b) of the Bankruptcy Code.
4. Upon the assumption and assignment of the Contracts to Senzer, the Debtors shall be relieved from any further liability with respect to the Contracts. Senzer shall be forever

barred and permanently enjoined from asserting against the Debtors, their estates, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Effective Date of this Stipulation, any pecuniary loss resulting from such default, or any other claim or obligation under the Contracts arising or incurred prior to the Effective Date.

5. Upon the Debtors' assignment of the Contracts to Senzer, no default shall exist under the Contracts, and Senzer shall not be permitted to declare a default by any Debtor as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the Contracts.

6. Upon the assignment of the Contracts to Senzer, the Contracts shall be valid and binding, and in full force and effect in accordance with its terms, and the terms of the Contracts continue in their entirety following the assumption and assignment of the Contracts.

7. This Stipulation shall be, upon approval by the Court, binding in these chapter 11 cases.

8. This Stipulation constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

9. Each of the Parties shall bear its own attorneys' fees and costs with respect to the execution and delivery of this Stipulation.

10. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11. This Stipulation may not be amended without the express written consent of all Parties hereto and approval by the Court.

12. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

13. The Court shall retain jurisdiction over any and all disputes or other matters arising under or otherwise relating to this Stipulation.

Dated: February 18, 2020
Wilmington, Delaware

By: /s/ Christopher M. De Lillo
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-and-

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Attorneys for the Debtors and Debtors in Possession

Insys Therapeutics, Inc. (Case No. 19-11292)
List of Proposed Assumed Contracts

#	Counterparty	Debtor Counterparty	Description	Executed Date	Expiration Date	Cure Amount
890	SENZERLIMITED	INSYS THERAPEUTICS INC	3-WAY CONFIDENTIAL DISCLOSURE AGREEMENT	2/12/18	N/A	\$0
891	SENZERLIMITED	INSYS THERAPEUTICS INC	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	1/7/16	1/7/21	\$0
892	SENZERLTD	INSYS	SUPPLY AGREEMENT DTD 7/23/2016	N/A	N/A	\$0
893	SENZERLTD	INSYS	FORMAL CORRESPONDENCE - CURRNET MILESTONE SCHEDULE DTD 2/22/2016	N/A	N/A	\$0
894	SENZERLTD	INSYS	FORMAL CORRESPONDENCE - MINUTES DTD 9/28/2017	N/A	N/A	\$0
895	SENZERLTD	INSYS	JDC MEETING MINUTES	N/A	N/A	\$0
896	SENZERLTD	INSYS	JDC MEETING MINUTES	N/A	N/A	\$0
897	SENZERLTD	INSYS	JDC MEMBERSHIP CHANGE NOTIFICATION DTD 8/23/2017	N/A	N/A	\$0
898	SENZERLTD	INSYS THERAPEUTICS INC	MEMORANDUM	N/A	N/A	\$0
899	SENZERLTD	INSYS THERAPEUTICS INC	R&D SUPPLY AGREEMENT DTD 12/5/2016	N/A	N/A	\$0
900	SENZERLTD	INSYS THERAPEUTICS INC	SUPPLY AGREEMENT DTD 7/29/2016	N/A	N/A	\$0
901	SENZERLTD	INSYS THERAPEUTICS INC	3 WAY CONFIDENTIAL DISCLOSURE AGREEMENT	N/A	N/A	\$0
902	SENZERLTD	INSYS THERAPEUTICS INC	COMMERCIAL LICENSING AGREEMENT DTD 9/23/2015	9/23/15	N/A	\$0
903	SENZERLTD	INSYS THERAPEUTICS INC	QUALITY AGREEMENT DTD 6/23/2017	7/7/17	7/7/20	\$0
904	SENZERLTD	INSYS THERAPEUTICS INC	FIRST AMENDMENT - COMMERCIAL LICENSING AGREEMENT	7/14/16	N/A	\$0
905	SENZERLTD	INSYS THERAPEUTICS INC	SECOND AMENDMENT - COMMERCIAL LICENSING AGREEMENT	12/4/17	N/A	\$0
906	SENZERLTD	INSYS THERAPEUTICS INC	CERTIFIED MAIL RECEIPT	N/A	N/A	\$0
907	SENZERLTD	INSYS THERAPEUTICS INC	FORMAL COMMUNICATION LETTER DTD 10/23/2017	N/A	N/A	\$0
908	SENZERLTD	INSYS THERAPEUTICS INC	FORMAL COMMUNICATION LETTER DTD 8/31/2017	N/A	N/A	\$0
909	SENZERLTD	INSYS THERAPEUTICS INC	FORMAL COMMUNICATION LETTER DTD 9/7/2017	N/A	N/A	\$0
910	SENZERLTD	INSYS THERAPEUTICS INC	FORMAL CORRESPONDENCE - RESPONSE DTD 9/29/2017	N/A	N/A	\$0
911	SENZERLTD	INSYS THERAPEUTICS INC	JDC MEMBERSHIP CHANGE NOTIFICATION	N/A	N/A	\$0
912	SENZERLTD	INSYS THERAPEUTICS INC	JDC PROJECT LEADER AND MEMBER CHANGE NOTIFICATION DTD 9/1/2017	N/A	N/A	\$0
913	SENZERLTD	INSYS THERAPEUTICS INC	JDC PROJECT LEADER AND MEMBER CHANGE NOTIFICATION DTD 9/5/2017	N/A	N/A	\$0
914	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL - RESPONSE DTD 9/16/2016	N/A	N/A	\$0
915	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL - AUSTRALIA, UK & EUROPE DTD 8/16/2016	N/A	N/A	\$0
916	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL - CANADA DTD 2/22/2016	N/A	N/A	\$0
917	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL - CANADA DTD 3/15/2016	N/A	N/A	\$0
918	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL - NON FDA REGULATED PRODUCTS DTD 2/22/2016	N/A	N/A	\$0
919	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL - NON FDA REGULATED PRODUCTS DTD 3/15/2016	N/A	N/A	\$0
920	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL - NON FDA REGULATED PRODUCTS DTD 8/16/2016	N/A	N/A	\$0
921	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL - RESPONSE DTD 11/17/2016	N/A	N/A	\$0
922	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL UPDATE DTD 9/7/2016	N/A	N/A	\$0
923	SENZERLTD	INSYS THERAPEUTICS INC	RIGHT OF FIRST REFUSAL-NON FDA REGULATED PRODUCTS DTD 10/6/2016	N/A	N/A	\$0
924	SENZERLTD	INSYS THERAPEUTICS INC	SENER CHANGE OF ADDRESS DTD 9/5/2017	N/A	N/A	\$0