

Draft 11/07/25
Privileged & Confidential
SUBJECT TO MEDIATION PRIVILEGE

MASTER SETTLEMENT AGREEMENT

BY AND AMONG

THE MASTER DISBURSEMENT TRUST,

EACH OF THE PARTIES LISTED ON EXHIBIT A HERETO,

EACH OF THE PARTIES LISTED ON EXHIBIT B HERETO,

THE SACKLER PARTIES' REPRESENTATIVE

AND

PRA L.P.

[REDACTED], 2025

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²

Annexes

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¹ NTD: All exhibits and annexes to be in form and substance satisfactory to all parties.

² NTD: Milbank arranging call to discuss matters related to Beverly's estate.

MASTER SETTLEMENT AGREEMENT

THIS MASTER SETTLEMENT AGREEMENT (together with the Credit Support Annexes and all other exhibits and annexes hereto (as defined below), this “Agreement”), dated as of [REDACTED], 2025 (the “Agreement Effective Date”), is entered into by and among (i) the MDT (as defined below), (ii) the Sackler Parties (as defined below), (iii) each of the parties listed on Exhibit B hereto (collectively, the “Debtors”), (iv) solely for purposes of Article 4 (Tax Matters), Section 2.01(d) (Payments by Beacon Trust), Section 2.01(e) (Payments by 74A Trust (as defined below)) and Section 8.03 (Consent to Cancellation of PPLP Interests and De Minimis PRALP Interests), PRA L.P. (as defined below), and (v) the Sackler Parties’ Representative (as defined below, and, together with PRA L.P., the MDT and the Sackler Parties, the “Parties” and each, a “Party”).

RECITALS

WHEREAS, on September 15, 2019, the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), thereby commencing the chapter 11 cases that are currently pending and jointly administered by the Bankruptcy Court under the caption *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (SHL) (the “Bankruptcy Cases”);

WHEREAS, in furtherance of this Agreement, the Debtors filed a plan of reorganization D.I. 7306 on March 18, 2025 and related disclosure statement D.I. 7307 on March 19, 2025 in the Bankruptcy Cases, both of which will be amended from time to time;

WHEREAS, for the purposes of this Agreement, the Sackler Parties are included in distinct Payment Groups (as defined below) as set forth on Exhibit A;

WHEREAS, for the purposes of this Agreement, certain of the Shareholder Released Parties (as defined below) are included in distinct Family Groups (as defined below) as set forth on Exhibit C, each of which corresponds to a specific Payment Group as set forth on Exhibit C;

WHEREAS, in furtherance of the settlement of the Shareholder Released Claims against the Shareholder Released Parties as contemplated and effectuated pursuant to the Plan (as defined below) and each of the Settlement Agreements (as defined below) (such settlements contemplated and effectuated pursuant to the Plan and each of the Settlement Agreements, collectively the “Settlement”), the B-Side Payment Groups (as defined below) and the A-Side Payment Groups (as defined below) have agreed to pay the Settlement Amount (as defined below) to the MDT, subject to the terms of this Agreement;

WHEREAS, in furtherance of the Settlement, each A-Side Payment Party (as defined below) agrees to pay, or cause to be paid, on a joint and several basis (subject to the terms and limitations set forth herein) among the A-Side Payment Parties within such A-Side Payment Party’s A-Side Payment Group, but on a several and not joint basis as among A-Side Payment Groups, their respective portion of the Settlement Payment Obligations and any other Payment Obligations incurred by such A-Side Payment Party’s A-Side Payment Group, subject to the terms of this Agreement;

WHEREAS, in furtherance of the Settlement, each B-Side Payment Party (as defined below) agrees to pay, or cause to be paid, on a joint and several basis (subject to the terms and limitations set forth herein) among the B-Side Payment Parties within such B-Side Payment Party’s B-Side Payment Group, but on a several and not joint basis as among B-Side Payment Groups, their respective portion of the Settlement Payment Obligations and any other Payment Obligations incurred by such B-Side Payment Party’s B-Side Payment Group, subject to the terms of this Agreement;

WHEREAS, in furtherance of the Settlement, each IAC Payment Party agrees to pay, or cause to be paid, its share of the IAC Sale Bonus Payment (as defined below) to the MDT as and when required by this Agreement;

WHEREAS, pursuant to the terms of this Agreement, the Settlement Amount shall include both Estate Payments (as defined below) and Direct Payments (as defined below);

WHEREAS, certain Sackler Parties that are IAC Payment Parties (as defined below) hold interests, directly or indirectly, in the IACs (as defined below) set forth on Exhibit E-1;

WHEREAS, in furtherance of the Settlement, each of the IAC Payment Parties agrees to use commercially reasonable best efforts to sell or cause to be sold, in one or more transactions, all of the issued and outstanding equity interests in each IAC (other than Purdue Canada) and/or the assets of each IAC (other than Purdue Canada) on or prior to the seventh (7th) anniversary of the Settlement Effective Date, subject to this Agreement;

WHEREAS, certain Sackler Parties hold interests, directly or indirectly, in Purdue Pharma L.P. (“PPLP Interests”) and Purdue Pharma Inc. (“PPI Interests”), and Purdue Pharma Inc. holds certain de minimis interests in Pharmaceutical Research Associates L.P. (“De Minimis PRALP Interests”);

WHEREAS, in furtherance of the Settlement, the Sackler Parties agree, subject to the terms and conditions of this Agreement, to the deemed surrender, cancellation, and/or redemption of the PPLP Interests pursuant to the Plan and that the direct and indirect holders thereof shall not receive or retain any property under the Plan on account of the PPLP Interests;

WHEREAS, in furtherance of the Settlement, the Sackler Parties agree, subject to the terms and conditions of this Agreement, to the deemed surrender, cancellation, and/or redemption of the PPI Interests and De Minimis PRALP Interests pursuant to the Plan and that (i) Purdue Pharma Inc. shall not receive or retain any property under the Plan on account of the De Minimis PRALP Interests and (ii) the direct and indirect holders of Purdue Pharma Inc. shall not receive or retain any property under the Plan on account of the PPI Interests;

WHEREAS, in furtherance of the Settlement, the Sackler Parties agree to the treatment of the MDT Shareholder Insurance Rights (as defined below) on the terms and conditions set forth in the Plan;

WHEREAS, in furtherance of the Settlement, the Family Members have agreed to not seek, request or permit any new naming rights with respect to charitable or similar donations to organizations, subject to the terms and conditions of this Agreement and the Confirmation Order (as defined below); and

WHEREAS, in furtherance of the Settlement, certain of the Sackler Parties have agreed to grant a security interest in and Lien (as defined below) on certain of their assets to secure the obligations of certain Payment Parties under this Agreement as more fully set forth below in this Agreement (including each of Annex A, Annex B, Annex C, Annex D, Annex E and Annex F attached hereto (individually, a “Credit Support Annex” and, collectively, the “Credit Support Annexes”), which such Credit Support Annexes are hereby incorporated by reference herein) and the Collateral Documents (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1.
DEFINITIONS**

Section 1.01 Definitions.

(a) As used in this Agreement, the following terms have the following meanings:

"11.17 Assuring Party" means the Assuring Parties indicated by an asterisk ("*") on Exhibit K.

"74A Trust" has the meaning set forth in Section 2.01(e).

"A-Side General Obligors" means each A-Side Payment Party designated as such on Exhibit A.

"A-Side IAC Payment Party" means each Party designated as an "A-Side IAC Payment Party" on Exhibit A.

"A-Side Payment Date Obligation" means, in respect of each A-Side Payment Group as of any given Payment Date, the amount such A-Side Payment Group is obligated to pay on such Payment Date pursuant to this Agreement.

"A-Side Payment Group" means each of the eight (8) Payment Groups, each of which comprises A-Side Payment Parties, designated as such on Exhibit A.

"A-Side Payment Group 8 Representative" means such Person as is designated in writing by A-Side Payment Group 8 from time to time.

"A-Side Payment Party" means a Party designated as an "A-Side Payment Party" on Exhibit A; *provided* that, the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 shall not be deemed A-Side Payment Parties for purposes of Section 5.01(c) (with respect to the funding and reimbursement obligations described therein), or Section 5.02(b) (with respect to the funding and reimbursement obligations described therein); *provided* further, the foregoing will not limit any requirement to fund a portion of any Estate Payment due from the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 into the Reserve(s), Released Claims Reserve(s) and/or the Special Operating Reserve. For the avoidance of doubt, each of the A-Side General Obligors and A-Side IAC Payment Parties is an A-Side Payment Party.

"A-Side Settlement Date Loan" means the loan from [Mundipharma Medical Company] to one or more A-Side General Obligors in order to fund the payment provided for in Section 2.01(g)(i)(A).³

"Actual Taxes" means, with respect to an IAC Payment Party, an amount equal to the actual cash Tax liability of such IAC Payment Party, its Subsidiaries, or its direct or indirect equityholders or beneficiaries payable with respect to income and gain recognized by or allocated to such Person from an IAC, a Sale or an IAC Distribution, without duplication and taking into account any tax benefits arising under this Agreement and the Plan calculated on a with and without basis, including, for the avoidance of doubt, any deduction that may be available to such Payment Party under Section 162(a) that is not disallowed by Section 162(f) of the Code and the deductibility or creditability, as applicable, of local, state and non-U.S. income Taxes.

³ **NTD:** Debevoise to provide summary of key terms and arrange discussion.

“Ad Hoc Committee” has the meaning set forth in the Plan.

“Advance Amount” has the meaning set forth in Section 2.01(l).

“Advance Payment Date” has the meaning set forth in Section 2.01(l).

“Advance Payment Notice” has the meaning set forth in Section 2.01(l).

“Advance Settlement Payment” has the meaning set forth in Section 2.01(l).

“Advance Target Date” has the meaning set forth in Section 2.01(l).

“Advisors” means any nationally recognized investment banking firms and/or such other nationally recognized third-party financial advisors as may be engaged by a Sackler Party, an Affiliate thereof or an IAC to advise such Sackler Party, such Affiliate thereof or IAC and/or other Sackler Parties, their Affiliates or IACs in connection with the Sales.

“Affected Parties” has the meaning set forth in Section 2.04(b)(i).

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

“Agreement” has the meaning set forth in the preamble.

“Agreement Effective Date” has the meaning set forth in the preamble.

[“Alleged Harms” means the alleged past, present, and future financial, societal, public nuisance, and other harms, as well as any expenditures related to the foregoing, arising out of the conduct, omission, or liability of the Debtors including but not limited to those relating to Covered Conduct or any other conduct of the Debtors giving rise to liability of the Debtors for opioid related claims, such as the alleged use, misuse, and abuse of Products or any other opioid related drugs, non-exclusive examples of which are described in the documents listed on Exhibit J, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Shareholder Released Parties.]⁴

“Allowed” has the meaning set forth in the Plan.

“Appeal” has the meaning set forth in Section 2.05(a).

“Appeals Account” means an interest-bearing escrow account maintained by an independent third-party in connection with the Agreement.

“Appellate Decision” has the meaning set forth in Section 2.04(b).

“Approved Financial Advisor” means an independent financial advisor from the list set forth on Exhibit O.

“Assuring Parties” means (i) the Possible Refunding Trusts of each Trust, (ii) the Power Holders of each Trust and of the JDS Estate, (iii) the Required Interested Persons of the JDS Estate and each Trust

⁴ NTD: Changes subject to confirmation.

(other than each A-Side Payment Party which is a Trust that has received Court Approval and has a Jersey (Channel Islands) Jurisdiction of Administration and no non-Jersey (Channel Islands) trustee), and (iv) the persons not otherwise included in the foregoing clauses (ii) and (iii) who are Beneficiary Interested Persons of any Trust or the JDS Estate.

“Authorized Action” has the meaning set forth in Section 11.07(c).

“B-Side IAC Payment Party” means a Party designated as a “B-Side IAC Payment Party” on Exhibit A. Each B-Side IAC Payment Party is a member of the applicable B-Side Payment Group described on Exhibit A.

“B-Side Payment Date Obligation” means, in respect of each B-Side Payment Group as of any given Payment Date, the amount such B-Side Payment Group is obligated to pay on such Payment Date pursuant to this Agreement.

“B-Side Payment Group” means any of the two (2) groups, each of which is comprised of B-Side Payment Parties, as set forth on Exhibit A.

“B-Side Payment Party” means a Party designated as a “B-Side Payment Party” on Exhibit A. For the avoidance of doubt, each of the B-Side IAC Payment Parties is a “B-Side Payment Party”.

“Bankruptcy Cases” has the meaning set forth in the recitals.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bankruptcy Matters” means bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other Laws relating to or affecting the rights of creditors generally.

“Base Payment” means (i) the portion of any payment identified as a base payment under the applicable Settlement Agreement, and (ii) to the extent not so identified in a Settlement Agreement, any similar base payment in a Settlement Agreement.

“Beneficiary Interested Person” means, at any time with respect to a Trust and the JDS Estate, each surviving spouse and descendant (including adoptees) of Mortimer Sackler or Raymond Sackler, and the spouses of any such descendant, to whom, or for whose use, income or principal of such Sackler Party may or is required to be distributed, excluding any Excluded Beneficiary and any person who would at such time be eligible or entitled to receive such a distribution only after the initial or further exercise of a power of appointment or other power to add beneficiaries but, for the avoidance of doubt, including contingent takers in default of the exercise of a power of appointment.

“Breach” shall mean a Specified Breach or a Non-Specified Breach.

“Breach Fee” has the meaning set forth in Section 9.05.

“Breach Notice” has the meaning set forth in Section 9.02(a)(i).

“Breach Trigger” means any event or condition that, with the giving of any notice, the passage of time or both, and satisfaction of such other condition as set forth in Section 9.01, would be a Breach.

“Breaching Party” has the meaning set forth in Section 9.02(a)(i).

“Business Day” means any day other than a Saturday, a Sunday or any other day which is a federal holiday.

“Case Stipulation” has the meaning set forth in the Plan.

“Cash and Cash Equivalents” means cash and cash equivalents such as U.S. government treasury bills and any other financial instruments properly classified as cash equivalents under GAAP.

“Cause of Action” has the meaning set forth in the Plan.

“Challenge” has the meaning set forth in Section 9.01(e).

“Channeling Injunction” has the meaning set forth in the Plan.

“Claim” has the meaning set forth in the Plan.

“Code” means the Internal Revenue Code of 1986, as amended (including any successor statute).

“Collateral” means the IAC Collateral and all other “Collateral” (or similar or equivalent term) as defined in any Credit Support Annex or in any Collateral Document (including any IAC Collateral Document) and shall include all assets and property, whether real, personal or mixed, whether now owned or hereafter acquired and wherever located, in each case, with respect to which a Lien is granted (or required, intended or purported to be granted) as security for any Obligation pursuant to this Agreement (including the Credit Support Annexes) or any Collateral Document, including all proceeds and products thereof.

“Collateral Documents” means, collectively, the IAC Collateral Documents, the Security Documents as defined under each of the Credit Support Annexes, this Agreement (to the extent it provides or purports to provide the grant of a security interest in and Lien on the Collateral), the Collateral Trust and Intercreditor Agreement, and all other security agreements, pledge agreements and other instruments and documents, and each of the amendments, modifications and supplements thereto, executed and delivered pursuant to this Agreement (including the Credit Support Annexes) or otherwise in order to grant or purport to grant a Lien on any assets to secure the Obligations or under which rights or remedies with respect to such Liens are governed.

“Collateral Trust and Intercreditor Agreement” means that certain Collateral Trust and Intercreditor Agreement dated as of [●] among the MDT, and [●], as collateral trustee.

“Common B-Side Payment Party” has the meaning set forth in Section 2.01(f)(iii).

“Compensatory Restitution Amount” means the aggregate amount paid or incurred by or on behalf of any Payment Party hereunder for Opioid Remediation, and does not include any amounts paid as attorneys’ fees and costs pursuant to Section 5.9(a) and Section 5.9(b) of the Plan or otherwise identified as being used to pay attorneys’ fees, investigation costs or litigation costs of a government or governmental entity in the reporting contemplated by Section 4.01(f)(ii), which shall be up to the amount of the total amount of the Settlement Payment.

“Confession of Judgment” has the meaning set forth in Section 11.05(a) and in the Credit Support Annexes.

“Confirmation Hearing” has the meaning set forth in the Plan.

“Confirmation Order” means an order entered by the Bankruptcy Court confirming the Plan and providing related relief.

“Consent” means any approval, consent, ratification, permission, waiver or authorization (including any permit).

“Consent Person” has the meaning set forth in Section 7.01(e).

“Contract” means any contract, agreement, indenture, note, bond, loan, license, instrument, lease, commitment, plan or other arrangement, whether oral or written.

“Control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, and the terms “Controlling” and “Controlled by” have correlative meanings to the foregoing.

“Court Approval” has the meaning set forth in Section 7.02(b).

“Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity of any kind whatsoever from the beginning of time through the Plan Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity) relating in any way to (1) compounding, counseling or documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Shareholder Released Parties or physicians or pharmacists identified by any Shareholder Released Party as potentially engaging in suspicious or problematic conduct; or (5) diversion control programs or suspicious order monitoring.

“Credit Support Annex” and “Credit Support Annexes” have the meanings set forth in the recitals.

“Creditors’ Committee” has the meaning set forth in the Plan.

“Creditor Trust” has the meaning set forth in the Plan.

“Creditor Trust Documents” has the meaning set forth in the Plan.

“Creditor Trust Non-Participating Claims Reserves” has the meaning set forth in the Plan, and refer to such accounts established under Section 5.01(a).

“Creditor Trust TDPs” has the meaning set forth in the Plan.

“Crossover Member” means a Payment Party that is a member of more than one Payment Group other than a Payment Party identified as a “Fourth Tier Obligor” in the Credit Support Annexes.

“Debtors” has the meaning set forth in the preamble.

“Definitive Documents” means this Agreement, the Plan, the Disclosure Statement, the Disclosure Statement Order, any other solicitation materials in respect of the Plan, the Settlement Agreements, the Collateral Documents, the Confessions of Judgment, the Further Assurances Undertakings, the Separation Agreements and any documentation establishing or governing the Document Repository, and (a) prior to the Settlement Effective Date, all other documentation or any portion thereof relating to the implementation of the Settlement or Plan, solely to the extent it could reasonably be expected to adversely impact the rights or interests of any Family Member under the Settlement and (b) after the Settlement Effective Date, any amendments, supplements, or modifications to any of the foregoing documents described in clause (a) solely to the extent it could reasonably be expected to materially and adversely impact the rights or interests of any Family Member under the Settlement.

“De Minimis Payment Party” means the Sackler Parties set forth on Exhibit U; *provided* that if any Sackler Party transfers any assets or property to a De Minimis Payment Party on or after [March 31, 2021], the De Minimis Payment Party that receives such assets or property shall not, from and after the date of receipt, constitute a De Minimis Payment Party.

“De Minimis PRALP Interests” has the meaning set forth in the recitals.

“Designated Release Remedy Event” shall be deemed to have occurred if the remedy described in Section 9.02(a)(ii)(B) is available in respect of a Specified Breach (or Specified Breaches) by any Payment Group.

“Designated Shareholder Released Parties” means the parties set forth on Exhibit T, *provided* that (i) if any Designated Shareholder Released Party is an officer, director, trustee or protector with respect to trusts or trust companies of Family Groups that are not Breaching Parties, such Designated Release Remedy Event shall not include such Designated Shareholder Released Party in their capacities as officers, directors, trustees or protectors of such trusts or trust companies that are not part of the Family Groups of the Breaching Parties and no recourse may be had against any such trusts or trust companies, and (ii) the Designated Shareholder Released Parties shall not include the estate of any natural person and the Designated Release Remedy Event shall not apply (or shall cease to continue to apply) to any person on Exhibit T who has become deceased, *provided* that, for the avoidance of doubt, nothing herein shall prevent the estate of any such natural person from cooperating with the MDT with respect to any discovery process with respect to any litigation or similar proceeding related to the Debtors’ Opioid-Related Activities.

“Designated State” means New York.

“Direct Appeal” has the meaning set forth in Section 2.05(a).

“Direct Payments” has the meaning set forth in Section 2.01(a)(iv).

“Direct Released Claims” means Causes of Action released by the Direct Releases.

“Direct Releases” means (i) the Shareholder Releases other than the Estate Release; and (ii) the releases of the Released Parties set forth in Section 10.6(b) of the Plan and in the applicable Settlement Agreements.

“Disallowed” has the meaning set forth in the Plan.

“Disclosure Statement” means the disclosure statement and other solicitation materials in respect of the Plan, as approved by the Bankruptcy Court, each in form and substance reasonably acceptable to the Governmental Consent Parties, the Creditors’ Committee, and to the Sackler Parties solely with respect to the matters related to the Settlement, the Shareholder Releases and this Agreement. For the avoidance of doubt, the Sackler Parties agree that the approved disclosure statement filed at [●] on the docket of the Bankruptcy Cases is in form and substance acceptable to the Sackler Parties.

“Disclosure Statement Order” means the order entered by the Bankruptcy Court, in form and substance reasonably acceptable to the Sackler Parties solely with respect to the matters related to the Settlement, the Shareholder Releases and this Agreement (a) approving the Disclosure Statement, (b) approving notice and other procedures for soliciting the Plan and (c) authorizing solicitation of the Plan. For the avoidance of doubt, the Sackler Parties agree that the order entered at Docket No. [●] on the docket of the Bankruptcy Cases is in form and substance acceptable to the Sackler Parties.

“Dispute Proceeding” has the meaning set forth in Section 9.02(a)(i).

“Disputed” has the meaning set forth in the Plan.

“Document Repository” means the document repository referenced in Section 11.15.

“DOJ Conviction Judgment Date” has the meaning set forth in the Plan.

“Early SHP Payments” has the meaning set forth in Section 2.01(g)(ii)

“Effective Date Cash” has the meaning set forth in the Plan.

“Eligible State” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Equity Interest” means, with respect to any Person, any and all stock, shares, interests, rights to purchase or acquire, warrants, options, participation interests or other equivalents (however designated, whether voting or nonvoting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited), or if such Person is a limited liability company, membership interests, and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of property or assets of, such issuing Person and whether or not such stock, shares, interests, rights to purchase or acquire, warrants, options, participations or other equivalents are outstanding on any date of determination.

“ER Physician” has the meaning set forth in the Plan.

“Estate Certification” means, with respect to the JDS Estate, a certification of the personal representative(s) thereof substantially in the form of Exhibit S, which includes a recent copy of the fiduciary probate certificate issued by the court having primary supervision of the administration of the decedent’s estate.

“Estate Payments” means the amounts payable or paid on account of the settlement of the Estate Causes of Action pursuant to the Plan, and the amounts of which are as set forth on Exhibit M-2 hereto.

“Estate Released Claims” means the Estate Causes of Action released by the Estate Releases.

“Estate Releases” means the releases provided by the Debtors and their Estates pursuant to Section 10.7(a) of the Plan.

“Estates” has the meaning set forth in the Plan.

“Excess Net Proceeds” has the meaning set forth in Section 2.06(a).

[“Excluded Beneficiary” means Samantha Hunt, the children of Samantha Hunt and the children of Kathe A. Sackler and any minor or other person under a legal disability.]

[“Excluded Trusts” means the Trust Under Declaration of Trust No. 2 dated November 25, 1996 and Trust Under Declaration of Trust No. 1 dated November 25, 1996, each as referred to on Exhibit A.]

“Exhibit H-2 Entity” has the meaning set forth in Section 8.08.

“Expense Allocation Principles” means, with respect to fees, costs and expenses described in clause (i) of each of the definitions of “IAC Distribution Deductions” and “Sale Proceeds Deductions”, that each IAC Payment Party shall receive an allocation of such fees, costs and expenses proportionate to such IAC Payment Party’s share of the total Sale Proceeds or IAC Non-Tax Distributions received by all IAC Payment Parties (including, for the avoidance of doubt, amounts treated as actually received by an IAC Payment Party as described in clauses (x)(a)(iii)(A) through (x)(a)(iii)(C) or clauses (y)(a)(i) through (y)(a)(iii) of the definition of “Net Proceeds”, as applicable).

“Family Group” means each of the groups comprised of Payment Parties and certain Shareholder Released Parties, which are designated as a “Family Group” as set forth on Exhibit C.

“Family Member” means any Payment Party or Shareholder Released Party in a Family Group as set forth on Exhibit C.

“Final Dispute Response Notice” has the meaning set forth in Section 2.07(c)(i).

“Final Order” has the meaning set forth in the Plan.

“Foundation” has the meaning set forth in the Plan.

“Fourth Tier Obligor” means a Payment Party identified as the “Fourth Tier Obligor” in the Credit Support Annexes.

“Funding Trust Appointment” means, with respect to a Funding Trust that provided all or any portion of the funding set forth in Section 10.01(a)(iv), an instrument by which the appointment in further trust of such Funding Trust’s share of such funding of the Rosetta Trust was exercised.

“Funding Trusts” means the trusts for the benefit of beneficiaries including one or more beneficiaries of the Rosetta Trust bearing the names KAS 2010 Family Trust and KAS 2011 Family Trust governed by the laws of Jersey (Channel Islands).

“Further Assurances Undertaking” means, in the case of an Assuring Party with respect to a Trust that is part of the A-Side Payment Group, an undertaking of such Person substantially in form of Exhibit P-1 and, in the case of an Assuring Party with respect to the JDS Estate or a Trust that is part of the B-Side Payment Group, an undertaking of such Person substantially in the form of Exhibit P-2.

“GAAP” means generally accepted accounting principles in the United States applied on a consistent basis.

“General Unsecured Creditors” means holders of contingent litigation claimants in Class 11(c) of the Plan (as classified in the Plan).

“Governing Law Jurisdiction” means, with respect to a trust, the law or laws governing the ongoing operation of the trust under the terms of the documents constituting its current governing instruments, which law may vary as to particular matters such as with respect to administration, validity and construction.

“Governmental Authority” means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Person and any court or other tribunal and including any arbitrator and arbitration panel).

“Governmental Consent Parties” means (i) the States AG Negotiating Group, (ii) the Ad Hoc Committee, and (iii) the MSGE Group.

“Governmental Entity & Shareholder Direct Settlement Agreement” means that certain Settlement Agreement dated on or about the date hereof among the [Payment Parties, the Settling States, the MDT and Participating Subdivisions.]

“Grantor Trust Arrangement” means one or more escrow accounts in respect of each of which a timely election is made, pursuant to Treasury Regulations Section 1.468B-1(k), to be treated as a “grantor trust” of which the payor is the sole grantor and reports all items of income, gain, loss, deduction, or credit for federal and applicable state and local income tax purposes.

“Holder” has the meaning set forth in the Plan.

“Hospital” has the meaning set forth in the Plan.

“Hospital District” has the meaning set forth in the Plan.

“IAC” means an entity or Person set forth on Exhibit E-1, as it may be amended from time to time in accordance herewith (including pursuant to Section 8.13).

“IAC Account” means, in each case, (i) a deposit account held by an IAC Payment Party subject to an IAC Control Agreement or (ii) an escrow account subject to an IAC Escrow Agreement, in each case located in the U.S., Jersey or such other jurisdiction as reasonably acceptable to the MDT, and in which the proceeds of any Sale or any IAC Distribution shall be deposited and maintained pursuant to the terms of this Agreement and the IAC Collateral Documents.

“IAC Account Bank” means a financial institution in the U.S., Jersey or such other jurisdiction as acceptable to the MDT acting as a deposit bank or securities intermediary, as applicable, in respect of an IAC Account, which financial institution is reasonably acceptable to the MDT.

“IAC Asset” has the meaning set forth in Section 3.06(g).

“IAC Collateral” means all “Collateral” (or similar or equivalent term) as defined in any IAC Collateral Document and shall include all assets and property, whether real, personal or mixed, whether

now owned or hereafter acquired and wherever located, in each case, with respect to which a Lien is granted (or required, intended or purported to be granted), as security for any Obligation of the Payment Groups that any IAC Payment Party is a member of, pursuant to this Agreement or any IAC Collateral Document, including all proceeds and products thereof.

“IAC Collateral Documents” means, collectively, the IAC Pledge and Security Agreements, the IAC Control Agreements, the IAC Escrow Agreements, the Credit Support Annexes (to the extent applicable) and all other agreements, instruments and documents that create, perfect or evidence, or are intended to create, perfect or evidence, Liens in the IAC Collateral to secure the payment in full when due of all Obligations of the IAC Payment Parties or under which the Secured Party’s rights and remedies with respect to the IAC Collateral are governed, including any and all other security agreements, pledge agreements, loan agreements, notes, guarantees, pledges, powers of attorney, consents, assignments, contracts, fee letters, notices, financing statements and all other written matter whether heretofore, now, or hereafter executed by any IAC Payment Party or any other Person and delivered to the MDT or any other Secured Party for their benefit, in each case, as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed from time to time.⁵

“IAC Control Agreement” means a control agreement in a form required by the applicable IAC Account Bank and otherwise in form and substance reasonably acceptable to the MDT executed by the applicable IAC Payment Party, the applicable Secured Party and the IAC Account Bank in respect of an IAC Account and pursuant to which (a) the Secured Party is granted control (as such term is described in Section 9-104 of the UCC or any similar concept under the laws of any jurisdiction outside the United States governing perfection) of such IAC Account and (b) the Secured Party’s first-priority Lien on such IAC Account to secure the payment in full when due of all Obligations of the applicable IAC Payment Party⁶ (including in such capacity and in other applicable capacities hereunder) is perfected.

“IAC Distribution” means any distribution of cash or other property or other Restricted Payments made by an IAC directly or indirectly to an IAC Holding Company, IAC Payment Party, or a Subsidiary of an IAC Payment Party, including, but not limited to, any IAC Tax Distribution and any IAC Non-Tax Distribution. For the avoidance of doubt, a distribution of Sale Proceeds shall not constitute an IAC Distribution.

“IAC Distribution Deductions” means, with respect to any IAC Non-Tax Distribution actually received by an IAC Payment Party, the sum of:

(i) without duplication and to the extent not previously applied in determining a Permitted Deduction, the following documented, out-of-pocket fees, costs and expenses incurred by any IAC Holding Company or any entity whose equity interests are held, directly or indirectly, by an IAC Holding Company (but, for the avoidance of doubt, not including fees, costs and expenses incurred by any IAC Payment Party or any Subsidiary of an IAC Payment Party (other than any IAC Holding Company or any entity whose equity interests are held, directly or indirectly, by an IAC Holding Company), in each case solely in the amounts allocated to such IAC Payment Party pursuant to the Expense Allocation Principles), solely to the extent such fees, costs and expenses are paid or payable to Third-Party Payees: (A) transfer Taxes incurred

⁵ NTD: Draft IAC Collateral Documents to be revised to provide for harmonizing enforcement event triggers with the current deal/construct.

⁶ NTD: The purpose of the IAC pledge is to secure the obligations of the IAC Payment Parties in whatever capacity they have obligations under the MSA. It is not to create additional Payment Parties.

in connection with such IAC Non-Tax Distribution and (B) any IAC Distribution Expenses incurred in connection with such IAC Non-Tax Distribution; *plus*

(ii) without duplication and to the extent not previously applied in determining a Permitted Deduction, all amounts funded to any IAC by such IAC Payment Party or another Sackler Party on behalf of such IAC Payment Party (solely to the extent permitted by the relevant Credit Support Annexes, whether funded directly to the IAC or funded through one or more IAC Holding Companies and/or Subsidiaries of such IAC Payment Party) on or after the Agreement Effective Date (other than contributions that reduce the amount of IAC Non-Tax Distributions, as contemplated by the definition of “IAC Non-Tax Distribution”), including in the case of the A-Side IAC Payment Parties any amounts paid or deemed paid in respect of any loan made by an IAC for purposes of funding the Settlement Payment made pursuant to Section 2.01(g)(i)(A).

Notwithstanding the foregoing, IAC Distribution Deductions shall not include income Taxes or withholding Taxes.

“IAC Distribution Expenses” means all documented, out-of-pocket fees, charges, expenses, and other amounts (excluding Taxes) incurred in connection with an IAC Non-Tax Distribution.

“IAC Escrow Agreement” means an escrow agreement, in customary form and otherwise in form reasonably acceptable to the MDT, executed by the applicable IAC Payment Party, the applicable Secured Parties and the escrow agent in respect of an IAC Account, providing that amounts may be withdrawn by notice from the applicable IAC Payment Party (and not requiring notice or other approval of the applicable Secured Parties), *provided* that the applicable IAC Payment Party provides written notice to the MDT of such withdrawal, which notice shall include a certification from an IAC Payment Party that such withdrawal satisfies the conditions hereunder for a Permitted Withdrawal or is being used to pay Payment Obligations.

“IAC Holding Company” means any Person of which an IAC is a Subsidiary and which is jointly owned, directly or indirectly, by (i) one or more A-Side IAC Payment Parties and (ii) one or more B-Side IAC Payment Parties.

“IAC Incentive Compensation Arrangements” has the meaning set forth in Section 8.12.

“IAC Loans” means intercompany loans made by (x) on one hand, any IAC Payment Party or any Subsidiary of an IAC Payment Party (other than an IAC or an IAC Holding Company), to (y) on the other hand, any IAC or IAC Holding Company.

“IAC Non-Tax Distributions” means any cash distributions or other payments made by an IAC and received by an IAC Payment Party in respect of (a) its direct or indirect interest in any IAC or (b) repayment of an IAC Loan or Intercompany Loan to the extent such repayment was made with proceeds of an IAC Non-Tax Distribution (other than a Permitted Withdrawal), other than distributions of Sale Proceeds, IAC Tax Distributions or amounts owing to the Sackler Parties pursuant to Section 3.04; *provided*, that the amount of any Sackler Party’s IAC Non-Tax Distribution shall be reduced (without duplication) by the amount of any cash contributions made by or on behalf of such Sackler Party’s Payment Group to any IAC or IAC Holding Company (to the extent promptly contributed to an IAC) within sixty (60) calendar days following the receipt by such IAC Payment Party of such distribution from the applicable IAC. To the extent any IAC Non-Tax Distributions made by an IAC (or the proceeds thereof) are used to repay an Intercompany Loan (including, for the avoidance of doubt, an Intercompany Loan between IAC Payment Parties), such amounts, to the extent received by an IAC Payment Party (as the payee with respect to such Intercompany Loan or in respect of its direct or indirect interests in a Subsidiary that is the payee with

respect to such Intercompany Loan), shall be considered IAC Non-Tax Distributions only of the IAC Payment Party that is the payee (or whose Subsidiary is the payee) with respect to such Intercompany Loan.

“IAC Payment Party” means an A-Side IAC Payment Party or B-Side IAC Payment Party.

“IAC Pledge and Security Agreements” means the pledge and security agreements in respect of the IAC Pledged Shares.

“IAC Pledged Entities” means, collectively, the entities designated as “IAC Pledged Entities” on Exhibit F.

“IAC Pledged Shares” means, collectively, all Equity Interests of the IAC Pledged Entities now or hereafter owned by any IAC Pledgor, together in each case with (a) all certificates representing the same, (b) all Equity Interests representing a dividend on or a distribution or return of capital on or in respect of the IAC Pledged Shares, or resulting from a split-up, revision, reclassification or other like change of the IAC Pledged Shares or otherwise received in exchange therefor or in substitution thereof, and any warrants, rights or options issued to the holders of, or otherwise in respect of, the IAC Pledged Shares, and (c) all Equity Interests of any successor entity in connection with merger, consolidation, amalgamation or similar transaction.

“IAC Pledgor” means each IAC Payment Party and each Subsidiary of an IAC Payment Party that grants a security interest in IAC Pledged Shares pursuant to Section 3.06.

“IAC Sale Bonus Payment” has the meaning set forth in Section 2.06(a).

“IAC Settlement Agreement” means that certain MMCL Settlement Agreement, to be entered into on the Settlement Effective Date, by and among the MDT, Mundipharma Medical Company Limited, and all other parties thereto, a copy of which is attached hereto as Exhibit AA.

“IAC Tax Distributions” means cash distributions received by an IAC Payment Party in respect of its interest in an IAC equal to (x) such IAC Payment Party’s allocable share of net taxable income (as determined for U.S. federal income tax purposes) for any taxable period arising from such direct or indirect ownership of the IAC and its Subsidiaries *multiplied by* (y) the highest marginal U.S. federal, state, local and non-U.S. income and withholding tax rates for such taxable period applicable to a U.S. citizen who is a resident of the State of Connecticut, taking into account the character of the income and the deductibility of non-U.S. Taxes and state and local Taxes for U.S. federal income tax purposes; *provided*, that (i) IAC Tax Distributions may be calculated using a good faith estimate of the book net income of such IAC as reflected in such IAC’s management accounts without adjustment for U.S. federal income tax purposes; (ii) IAC Tax Distributions may be paid in installments during or after the relevant taxable period; (iii) IAC Tax Distributions may be paid in respect of a prior taxable period to the extent insufficient IAC Tax Distributions were made by such IAC in such prior taxable period in respect of its net taxable income. If after the actual U.S. federal net taxable income in respect of an IAC is determined for a relevant taxable year or such actual U.S. federal net taxable income in respect of such IAC is redetermined in connection with an income tax audit or the filing of an amended income tax return, (a) the sum of all IAC Tax Distributions previously received by an IAC Payment Party in respect of its interest in such IAC for such taxable year and not previously recharacterized as an IAC Non-Tax Distribution exceeds (b) such IAC Payment Party’s allocable share of such actual or redetermined net U.S. federal net taxable income in respect of such IAC for such taxable year multiplied by the tax rate described in clause (y) of this paragraph for such taxable year, then the excess of (a) over (b) shall be deemed an IAC Non-Tax Distribution made at the time of such determination.

“IACPP Efforts” means, with respect to an IAC Payment Party in reference to the applicable provisions in Article 3, that such IAC Payment Party shall, and shall cause each Subsidiary that it controls to, as necessary, (a) deliver written notice to the board of directors, board of managers or similar group, and to the chief executive officer (or person holding a similar position), in each case, of each IAC informing such Persons of such covenants and instructing such Persons to cause such IAC to comply, (b) with respect to any officer, director or other manager whose actions or failure to act has resulted in a violation of such covenant, which failure cannot be cured or has not been cured following reasonable notice and opportunity to cure, exercise such voting, approval, consent or similar rights of such IAC Payment Party or such controlled Subsidiary pursuant to the governing documents of such IAC in favor of the removal of such officer, director or other manager and (c) to the extent such IAC Payment Party or controlled Subsidiary has the right to call a meeting or solicit the consent of the equityholders of such IAC for the purpose of removing any officer, director or other manager described in the immediately preceding clause (b), exercise such right. For purposes of the foregoing, an IAC Payment Party “controls” a Subsidiary with respect to a specified action if, acting by itself (or indirectly through other Subsidiaries that it controls), such IAC Payment Party has the authority under applicable law and the governing documents of such Subsidiary, to cause such Subsidiary to take the relevant action.

“IFRS” means the International Financial Reporting Standards.

“Implementation Limitations” has the meaning set forth in Section 3.04.

“Incentive Payment” means (i) the portion of any payment identified as an “incentive payment” under the applicable Settlement Agreement, and (ii) to the extent not so expressly identified in a Settlement Agreement, any similar incentive payment in a Settlement Agreement.

“Indebtedness” of any Person means, as of any date of determination, all of the following: (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person under finance or capital leases, (iv) all indebtedness of others with respect to obligations referred to in clauses (i) to (iii) above, guaranteed in any manner, directly or indirectly, by such Person, (v) all indebtedness of others with respect to obligations referred to in clauses (i) to (iv) above secured by a Lien on any asset owned by such Person (whether or not such indebtedness is assumed by, or is a personal obligation of, such Person); *provided that* the amount of such indebtedness will be the lesser of: (a) the fair market value of such asset at such date of determination and (b) the amount of such indebtedness of such other Person, and (vi) all net reimbursement obligations of such Person with respect to letters of credit, foreign currency sale agreements and bankers’ acceptances, except such as are obtained by such Person to secure performance of obligations (other than for borrowed money or similar obligations).

“Initial Private Creditor Trust Distributions” has the meaning set forth in the Plan.

“Initial Public Creditor Trust Distributions” has the meaning set forth in the Plan.

“Insolvency Proceeding” has the meaning set forth in Section 9.08.

“Intercompany Loans” means intercompany loans made by: (x) (i) on one hand, any IAC Payment Party or any Subsidiary of an IAC Payment Party (other than an IAC or an IAC Holding Company), to (ii) any other IAC Payment Party or Subsidiary of an IAC Payment Party (other than an IAC or an IAC Holding Company); or (y) (i) on one hand, any IAC or IAC Holding Company to (ii) any other IAC or IAC Holding Company.

“IRS” means the United States Internal Revenue Service.

“JDS Estate” means the estate of Jonathan D. Sackler, deceased, on account of its personal representative(s) entering into this Agreement, in their capacity as such.

“Jersey” or “Jersey (Channel Islands)” means the Bailiwick of Jersey, Channel Islands.

“Jersey Administered Trust” means each Trust that is an A-Side Payment Party that has received Court Approval and has a Jersey (Channel Islands) Jurisdiction of Administration and no non-Jersey (Channel Islands) trustee.

“Jurisdiction of Administration” means with respect to a Trust or the JDS Estate, the principal situs of administration of such Trust or JDS Estate, whose court has primary supervision over the administration of the same.

“Law” means any federal, state, local, or foreign law, international or multinational ordinance, rule, statute or other requirement or provision having the force of law of any Governmental Authority.

“Lien” means, with respect to any property or asset (and/or any interest therein), any mortgage, lien, deed of trust, pledge, charge, security interest, collateral assignment, hypothecation, encumbrance or other adverse claim or interest of any kind in respect of such property or asset (or interest therein).

“Limited Joint and Several Allowed Claim” has the meaning set forth in Section 9.08.

“Litigation Costs” means the Shareholder Released Parties’ litigation and settlement costs (and only such costs, to be apportioned as necessary) incurred after the Reference Date relating to Non-Released Claims, which costs shall include (i) reasonable expenses, reasonable attorney and other advisor fees and costs, (ii) settlement amounts (subject to Section 6 of Exhibit N), awards and judgments (solely to the extent of amounts that are or would otherwise be recoverable by applicable claimants without regard to such Shareholder Released Party’s ability to access the Special Operating Reserve, *provided* that, for the avoidance of doubt, any amount actually paid by a Shareholder Released Party in respect of a judgment shall not be excluded from Litigation Costs due to this parenthetical), (iii) bonds, including surety bond obligations, amounts payable to collateralize surety bonds, and other costs and obligations associated with facilitating appeals of judgments (any Litigation Costs referred to in this clause (iii), “Appeal Bond Costs”), and (iv) indemnities, including, for purposes of clauses (i) through (iv), in respect of any participation in litigation or other administration of claims against the Debtors or their Estates. For the avoidance of doubt, Litigation Costs shall not include any costs relating to (i) litigation arising out of or related to the exercise or potential exercise of the Release Remedy, or litigation on account of claims previously released under the Shareholder Release that arises on account of the exercise of the Release Remedy in respect of the applicable Shareholder Released Parties, (ii) litigation amongst the Shareholder Released Parties, (iii) obtaining confirmation of the Plan, including any costs related to appeals of the Confirmation Order, or (iv) any litigation and settlement costs related to criminal proceedings (excluding any non-criminal component thereof). For the avoidance of doubt, Litigation Costs shall not include costs or expenses for objecting to proofs of claim of claimants who have not commenced action against one or more Shareholder Released Parties.

“Major Judgment” means a money judgment (a) for an amount that exceeds the ability of such Payment Party to pay such judgment (including, where applicable, with the proceeds of a permitted Restricted Payment under the applicable Collateral Documents), (b) that has not been paid by or on behalf of such Payment Party out of assets not subject to Collateral Documents or that have been released from the Collateral Documents pursuant to the terms thereof, (c) with respect to which there is a period of five (5) consecutive Business Days during which no stay of enforcement is in effect, (d) that is not covered by

(i) independent third-party insurance or (ii) an enforceable indemnity), and (e) for which a judgment creditor is taking steps to enforce a judgment lien.

“Master Disbursement Trust” has the meaning set forth in the Plan. For the purposes of this Agreement, the Master Disbursement Trust may operate through its agents in accordance with its trust documents.

“Material Litigant” means any State; Tribe with a population or membership over 10,000; Primary Subdivision; Public School District with a K-12 student enrollment of at least 25,000 or .10% of a State’s population, whichever is greater; Hospital Districts with at least 125 hospital beds in one or more hospitals rendering services in the district; Third-Party Payor that is obligated to reimburse or otherwise make payments on behalf of 50,000 or more insured persons; or other Subdivision with an aggregate population of 50,000 or more, calculated in accordance with the Governmental Entity & Shareholder Direct Settlement Agreement.

“Material Litigation” means, as of any date of determination, (i) any litigation by a Material Litigant against Shareholder Released Parties regarding Covered Conduct (A) that has survived a Threshold Motion, (B) in which a Threshold Motion is pending as of such date, or (C) that was filed within sixty (60) calendar days prior to such date; or (ii) 500 or more separate lawsuits (i.e., not aggregated and not in a class) pending against Shareholder Released Parties concerning Covered Conduct being pursued by non-Material Litigants.

“MDT” shall mean (i) prior to the Plan Effective Date, the Debtors and (ii) beginning on and following the Plan Effective Date, (A) for all purposes hereunder other than Section 2.05, the Master Disbursement Trust and (B) for purposes of Section 2.05, the Plan Administration Trust. For the purposes of this Agreement, the MDT may operate through its agents in accordance with its trust documents.

“MDT Advisory Council” has the meaning set forth in the Plan.

“MDT Operating Reserve” has the meaning set forth in the Plan.

“MDT Sale Period” has the meaning set forth in Section 3.07(b)(iii).

“MDT Segregated Account” means a segregated account of the MDT to be used in accordance with Section 2.07(c)(ii)(A)(ii).

“MDT Shareholder Insurance Rights” has the meaning set forth in the Plan.

“MDT/IAC Sale Notice Deadline” has the meaning set forth in Section 3.07(b).

“MDT/IAC Sale Process Notice” has the meaning set forth in Section 3.07(b).

“Mediation Parties” means the Debtors, the Creditors’ Committee, the Ad Hoc Committee, the MSGE Group, the “Covered Parties,” consisting of the Initial Covered Sackler Persons and the Additional Covered Sackler Persons (each as defined in the Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors and Certain Related Parties [D.I. 518]), the Ad Hoc Group of Hospitals, the NAS Committee, the Ad Hoc Group of Individual Victims, the Third-Party Payors, the Public School District Claimants, the Ratepayer Mediation Participants, (each as defined in the Plan) and the States AG Negotiating Group.

“MSGE Group” has the meaning set forth in the Plan.

“National Arbitration Panel” has the meaning set forth in Section 11.13.

“Net Assets” means, with respect to any Person, as of any date of determination, the aggregate value of all assets of such Person, as of such date, less the aggregate amount of all liabilities of such Person (which liabilities shall exclude the Obligations owed by such Person under this Agreement), as of such date, as determined by an Approved Financial Advisor, which determination and valuation methodologies shall be made using methodologies consistent with those used to prepare the Net Asset Presentations.

“Net Asset Presentations” means the financial reports regarding the net assets of certain Sackler Parties produced pursuant to the Case Stipulation on or around [____], as such financial reports may be updated from time to time, including reports filed at [D.I. 3448 and 3422] in connection with the Confirmation Hearing.

“Net Prepayment Amount” has the meaning set forth in Section 2.02(a).

“Net Proceeds” means, with respect to each IAC Payment Party:

(x) with respect to any Sale, (a) fifty-five percent (55%) of the Sale Proceeds actually received by such IAC Payment Party from such Sale including, for the avoidance of doubt, (i) any cash payments received by way of deferred payment pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, in each case only as and when received, (ii) any cash proceeds received from the conversion of non-cash consideration received from any Sale and (iii) any fees or other amounts payable to any Sackler Party in connection with any Sale; *provided* that in determining the amount of Sale Proceeds actually received by such IAC Payment Party for purposes of this clause (x), the amount treated as actually received by an IAC Payment Party shall be calculated without duplication as though such IAC Payment Party’s allocable portion of (A) any income Taxes or withholding Taxes imposed in respect of such Sale Proceeds on an IAC, IAC Holding Company or Subsidiary of an IAC Payment Party or IAC Holding Company, (B) any withholding Taxes imposed in respect of such Sale Proceeds on an IAC Payment Party, and (C) any amounts paid directly to any Third-Party Payee (rather than being paid to such IAC Payment Party) in respect of Sale Proceeds Deductions described in clause (i) of the definition thereof directly related to the Sale of such IAC in accordance with Section 3.01(a)(iii) was, in each case, actually received by such IAC Payment Party, *less* (b) one hundred percent (100%) of any Sale Proceeds Deductions described in clause (ii) of the definition thereof of such IAC Payment Party, *less* (c) fifty-five percent (55%) of any Sale Proceeds Deductions described in clause (i) of the definition thereof directly related to the Sale of such IAC; and

(y) with respect to any IAC Non-Tax Distribution, (a) fifty-five percent (55%) (with respect to any IAC Non-Tax Distribution ultimately received by an IAC Payment Party from an IAC that is treated as a corporation for U.S. federal income tax purposes to the extent there has been, is and will be no IAC Tax Distribution with respect to such IAC Non-Tax Distribution) or 100% (with respect to any other IAC Non-Tax Distribution), of the aggregate amount of such IAC Non-Tax Distribution actually received by such IAC Payment Party; *provided* that in determining the amount of IAC Non-Tax Distributions actually received by such IAC Payment Party for purposes of this clause (y), the amount treated as actually received by an IAC Payment Party shall be calculated without duplication as though such IAC Payment Party’s allocable portion of (i) any income Taxes or withholding Taxes imposed in respect of such IAC Non-Tax Distribution on an IAC, IAC Holding Company or Subsidiary of an IAC Payment Party or IAC Holding Company, (ii) any withholding Taxes imposed in respect of such IAC Non-Tax Distribution on an IAC Payment Party, and (iii) any amounts paid directly to any Third-Party Payee (rather than being paid to such IAC Payment Party) in respect of IAC Distribution Deductions described in clause (i) of

the definition thereof directly related to such IAC Non-Tax Distributions in accordance with Section 3.01(a)(iii) was, in each case, actually received by such IAC Payment Party, *less* (b) one hundred percent (100%) of any IAC Distribution Deductions described in clause (ii) of the definition thereof of such IAC Payment Party, *less* (c) fifty-five percent (55%) of any IAC Distribution Deductions described in clause (i) of the definition thereof directly related to such IAC Non-Tax Distribution.

“NewCo” has the meaning set forth in the Plan.

“NewCo Transferred Assets” has the meaning set forth in the Plan.

“Nominal Prepayment Amount” has the meaning set forth in Section 2.02(a).

“Non-Participating” has the meaning set forth in the Plan.

“Non-Participating Channeled Claims” has the meaning set forth in the Plan.

“Non-Released Claims” means any Cause of Action held by any Relevant Claimant (in any capacity and regardless of whether such Person has been solicited to vote on the Plan or any Settlement or received notice of the Plan, the Settlements, or the Bankruptcy Cases) that would have been released under the Prior Filed Plan if the Prior Filed Plan were in effect or (ii) is related to proof of claim objection litigation.

“Non-Settling Creditor” has the meaning set forth in the Plan.

“Non-Settling Private Claimant” means a Private Claimant that is a Non-Settling Creditor.

“Non-Specified Breach” has the meaning set forth in Section 9.01.

“Notices Addendum” has the meaning set forth in Section 11.01.

“Obligations” means obligations, covenants, liabilities and duties of the Sackler Parties (or any applicable Sackler Parties, as applicable) arising under this Agreement or the Definitive Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, but not limited to, the applicable Payment Obligation(s) of such Sackler Party or Sackler Parties.

“Opinion of Counsel” means a customary written opinion in form and substance and from legal counsel reasonably acceptable to the MDT.

“Opioid Remediation” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit J-2 provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses in connection with the above.

“Opioid-Related Activities” has the meaning set forth in the Plan.

“Opt-Out Class Action Settlements” has the meaning set forth in the Plan.

“Original Jurisdiction of Creation” means, with respect to a trust, the original jurisdiction in which the trust was validity created upon the execution of the relevant trust organizational document and the original trustees receipt of the initial funding thereof in connection therewith, without giving effect to any express choice of law provision in the trust’s governing instrument that the trust or its governing instrument is to be governed by the laws of another jurisdiction as to validity and construction.

“Other General Unsecured Claims” has the meaning set forth in the Plan.

“Other Parties” has the meaning set forth in Section 4.01(e).

“Participating Subdivision” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Party” and “Parties” have the meanings set forth in the preamble.

“PAT Disputed Claims Reserves” have the meanings set forth in the Plan.

“Payment Computations Dispute Notice” has the meaning set forth in Section 2.07(b)(ii).

“Payment Computations Notice” has the meaning set forth in Section 2.07(b)(i).

“Payment Date” means each date on which a payment is required to be made by a Payment Group pursuant to the terms of this Agreement. The initial Payment Date shall be the Settlement Effective Date, with each subsequent Payment Date occurring on the first Business Day of the month in which each anniversary of the Settlement Effective Date occurs, as set forth on Exhibit M.

“Payment Date Obligation” means, as of any given Payment Date (i) with respect to an A-Side Payment Group, its A-Side Payment Date Obligation and (ii) with respect to a B-Side Payment Group, its B-Side Payment Date Obligation.

“Payment Group” means each set of Payment Parties identified as a “Payment Group” on Exhibit A.

“Payment Obligation” means (a) a Settlement Payment Obligation, (b) any obligation to make an IAC Sale Bonus Payment, (c) Breach Fees owed by any Sackler Party pursuant to this Agreement, (d) any reimbursement obligations of such Sackler Party or Sackler Parties for costs and expenses that are due and payable pursuant to this Agreement, and (e) any RCR Top Off Payment and SOR Top Off Payment owed by any Sackler Party’s Payment Group.⁷

“Payment Party” means an A-Side Payment Party or a B-Side Payment Party; provided that, except for the A-Side General Obligors, the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 shall not be deemed Payment Parties for purposes of Section 5.01(c) (with respect to the funding and reimbursement obligations described therein), or Section 5.02(b) (with respect to the funding and reimbursement obligations described therein); *provided* further, the foregoing will not limit any requirement to fund a portion of any Estate Payment due from the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 into the Reserve(s), Released Claims Reserve(s) and/or the Special Operating Reserve.

⁷ NTD: Sacklers to provide proposal to deal with contingent financial obligations under various Exhibits.

“Payment Remedy” has the meaning set forth in Section 9.02(a)(ii)(A)(1).

“Payors” has the meaning set forth in Section 4.01(a).

“Permitted Deductions” means IAC Distribution Deductions and Sale Proceeds Deductions.

“Permitted Withdrawals” means, without duplication and to the extent not previously applied in determining a Permitted Withdrawal:

(i) with respect to an A-Side IAC Payment Party, (A) any amounts used to pay Actual Taxes, (B) any IAC Distribution Deductions described in clause (i) or (ii) of the definition thereof or any Sale Proceeds Deductions described in clause (i) or (ii) of the definition thereof and any similar expenses (other than any Taxes) incurred by or on behalf of any IAC Payment Party or any Subsidiary of an IAC Payment Party, (C) the costs (including legal, tax advisory and trustee costs and excluding any Taxes) of administering the IAC Payment Parties and their Subsidiaries, (D) the costs (including third-party legal and accounting fees and related expenses) of the A-Side Payment Parties of complying with this Agreement and the Settlement, or (E) the third-party legal and accounting fees and related expenses incurred by PRA L.P. in respect of this Agreement (but not, for the avoidance of doubt, the costs of any judgment against PRA L.P. [or other Litigation Costs]); *provided* that the aggregate Permitted Withdrawals that may be made by all A-Side IAC Payment Parties in respect of the third-party legal and accounting fees and related expenses described in this clause (E) shall be limited to such total third-party legal and accounting fees and related expenses that are allocated to the A-Side Payment Groups; *provided further* that all Permitted Withdrawals pursuant to this clause (E) must be paid, dollar for dollar, to PRA L.P. (or any direct or indirect owner of PRA L.P., which owner shall promptly contribute the funds to PRA L.P., if such owner is a direct owner of PRA L.P., or, if such owner is an indirect owner of PRA L.P., to such owner’s Subsidiaries until such funds are received by PRA L.P.) to be paid, dollar for dollar, to such third-party legal and accounting fees and related expenses, or (F) Litigation Costs of the A-Side Payment Parties in each Payment Group that has incurred Litigation Costs, up to an amount (in the case of each such Payment Group) equal to the aggregate Retained Payment Amount of such Payment Group as of such date (less any amount thereof previously utilized by such Payment Groups to pay Litigation Costs, RCR Top-Off Payments, or SOR Top-Off Payments); (G) any amounts required to be paid to A-Side Payment Group 8 from Sale Proceeds or IAC Non Tax Distributions pursuant to paragraph 8 of the term sheet dated December 18, 2024 titled Samantha Hunt Settlement (or any binding agreement among the applicable parties that is consistent in all material respects with such paragraph 8); and (H) [any amounts used to make required payments to [Mundipharma Medical Company] under the A-Side Settlement Date Loan];⁸ and

(ii) [with respect to a B-Side IAC Payment Party, and without duplication of any other withdrawal made under this subclause (ii), any amount permitted to be withdrawn pursuant to, and in accordance with, [Section 4.01] of the Credit Support Annex of the B-Side IAC Payment Party’s Payment Group (it being understood that, with respect to any B-Side IAC Payment Party that is a member of more than one Payment Group, any Permitted Withdrawal under this clause (ii) may only be made for the benefit of the member(s) of the B-Side Payment Group that may make a Permitted Withdrawal from such IAC Account under its Credit Support Annex)].⁹

“Person” means an individual, trust, estate of a deceased individual, corporation, partnership, limited liability company, association or other entity or organization, including a Governmental Authority.

⁸ NTD: Please explain the contemplated flow of funds. NTD: Debevoise to provide summary.

⁹ NTD: Language and section references to be adjusted as needed to conform to full-length CSAs for B1, B2 and RSS.

“Personal Injury Claimants” means any holder of a NAS PI Claim (as defined in the Plan) or a Non-NAS PI Claim (as defined in the Plan).

“Personal Injury Payments” means the amounts payable to Personal Injury Claimants pursuant to the direct settlement among the Sackler Parties and electing Personal Injury Claimants as contemplated by the Plan, the maximum amounts of which are as set forth on Exhibit M hereto.

“Plan” means the chapter 11 plan to be filed by the Debtors, including any schedules, annexes, exhibits and supplements thereto, as confirmed by the Bankruptcy Court.

“Plan Administration Trust” has the meaning set forth in the Plan.

“Plan Classes” means the “Classes” of claims or interests, as applicable, as defined in the Plan.

“Plan Documents” has the meaning set forth in the Plan.

“Plan Effective Date” means the effective date of the Plan.

“Possible Refunding Trust” means a trust that is not a Sackler Party over which a power was exercised to cause property of such trust having a cumulative aggregate value (based on the date of contribution value of each contribution) in excess of \$500,000 to pass to a Sackler Party that is a Trust other than as part of a transaction intended to provide the holder of the power full and adequate consideration in exchange for the exercise of the power, excluding, however, any trust that has already terminated.

“Power Holder” means, with respect to any Trust, any Person (other than a trustee thereof acting in its capacity as such trustee) possessing any trust power, including protectors, whether held in a fiduciary or non-fiduciary capacity or exercisable by such Person alone or only in conjunction with other Persons, with respect to any aspect of the administration or modification of such Trust, including powers to remove, replace or appoint trustees and protectors, to modify governing instruments and to consent to (or deny consent to) or direct others to take or refrain from taking any action relating to that aspect of administering or modifying such trust (including without limitation as referred to in Sections 4.06, 4.08 and 4.10 of Annexes A, C, D, E and F of this Agreement and Sections 4.03, 4.04 and 4.05 of Annex B of this Agreement), including any Consent Person.

“PPI Interests” has the meaning set forth in the recitals.

“PPLP Interests” has the meaning set forth in the recitals.

“PRA L.P.” has the meaning set forth in Section 2.01(d).

“Prejudicial Impact” has the meaning set forth in Section 8.01.

“Preliminary Injunction” has the meaning set forth in the Plan.

“Preliminary Payment Determination” has the meaning set forth in Section 2.07(a)(i).

“Prepayment Date” has the meaning set forth in Section 2.02(a).

“Prepayment Escrow Account” means one or more escrow accounts for the benefit of the MDT established (i) in connection with Section 2.01(l)(iii) and/or (ii) in connection Section 2.02(c)(ii), in each case, out of which Settlement Payment Obligations shall be paid to the MDT if and to the extent the same become due and payable, and otherwise returned to the applicable Transferor funding such escrow account.

“Prepayment Notice” has the meaning set forth in Section 2.02(a).

“Primary Subdivision” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Prime Rate” means the rate of interest per annum from time to time published in the money rates section of *The Wall Street Journal* or any successor publication thereto as the “prime rate” then in effect; *provided*, that if such rate of interest, as set forth from time to time in the money rates section of *The Wall Street Journal*, becomes unavailable for any reason, the “Prime Rate” shall mean the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. or its successor as its prime rate in effect at its principal office in New York City (or the location of its successor’s headquarters).

“Prior Filed Plan” means the twelfth amended joint chapter 11 plan of reorganization of Purdue Pharma L.P. and its affiliated debtors [D.I. 3726].

“Private Claimant MFN Representative” means a representative appointed by the Settling Private Claimants holding a majority of the value of all claims held by such Settling Private Claimants (the value of each such claim being determined on the basis of total amounts payable on account of such claim pursuant to the applicable Creditor Trust TDPs).

“Private Claimants” means each of the Hospitals, Public School Districts, ER Physicians, Third-Party Payor, and Personal Injury Claimants.

“Private Creditor Trusts” has the meaning set forth in the Plan.

“Proceeding” means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority.

“Products” has the meaning set forth in the Plan.

“Protected Party” has the meaning set forth in the Plan.

“Public School District” has the meaning set forth in the Plan.

“Public School District Claimants” has the meaning set forth in the Plan.

“Purchaser” has the meaning set forth in Section 3.01(a)(i).

“Purdue” means Purdue Pharma L.P.

“Purdue Canada” means Bard Pharmaceuticals (1990) Inc., Elvium Life Sciences GP Inc., Elvium Life Sciences Limited Partnership, Elvium ULC, Purdue Frederick Inc. (Canada), Purdue Pharma (Canada), Purdue Pharma Inc. (Canada), and Purdue Pharma ULC.

“QSF” means a “qualified settlement fund” within the meaning of Section 1.468B-1 et seq. of the QSF Regulations.

“QSF Regulations” means the Treasury Regulations promulgated under Section 468B of the Code.

“Ratepayer Mediation Participants Stipulation” has the meaning set forth in the Plan.

“RCR Top-Off Payment” has the meaning set forth in Exhibit N.

“Recovery” has the meaning set forth in Section 9.01(d).

“Reference Date” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Related Parties” means, as of any time of determination, any Person who is at such time (a) any member of a Family Group; (b) a current or former spouse, qualified domestic partner, stepparent, sibling of the whole or half-blood descendant (including adoptive relationships), stepchild or current or former spouse of any descendant (including adoptive relationships) of any of the Persons described in the preceding clause (a); (c) trusts for the benefit of any one or more of the Persons described in the preceding clauses (a) and (b); (d) any Person identified on Exhibit E-1 or E-2, any IAC Holding Company, any IAC Pledgor, any IAC Pledged Entity and any other Subsidiary of an IAC Payment Party (in each case so long as such Person continues to be Controlled by one or more Sackler Parties); (e) a current beneficiary, trustee or protector to any of the Persons described in the preceding clauses (a) and (c); (f) a current Controlling equity owner, principal, executive officer, director or other equivalent member of senior management to any of the Persons described in the preceding clauses (a) and (d), but in the case of clause (d) only with respect to IACs that are Controlled by one or more Sackler Parties; and (g) any entities directly or indirectly controlling, controlled by, or under common control with any of the Persons described in the preceding clauses (a) and (b).

“Related Party Transaction” has the meaning set forth in Section 3.03(a)(ii).

“Related Person” means, with respect to a Person, (i) such Person’s predecessors, successors, assigns, Subsidiaries, Affiliates, managed accounts or funds, past, present and future officers, board members, directors, principals, agents, servants, independent contractors, co-promoters, third-party sales representatives, medical liaisons, members, partners (general or limited), managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys and legal representatives, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals and advisors, trusts (including trusts established for the benefit of such Person), trustees, protectors, beneficiaries, direct or indirect owners and/or equityholders, parents, transferees, heirs, executors, estates, nominees, administrators, and legatees, in each case in their respective capacities as such, and (ii) the Related Parties of each of the foregoing, in each case in their respective capacities as such. For the avoidance of doubt, the citizens and residents of a State shall not be deemed to be Related Parties of such State solely as a result of being citizens or residents of such State.

“Release Remedy” has the meaning set forth in Section 9.02(a)(ii)(B).

“Released Claims Reserves” has the meaning set forth in the Plan, and refers to such reserves as established under Section 5.01(b).

“Released Parties” has the meaning set forth in the Plan.

“Releasing Parties” has the meaning set forth in the Plan.

“Relevant Claimant” means any Person that is a (i) State, Subdivision or Tribe; (ii) holder of a Claim classified in Classes 7, 8, 9, 10(a), 10(b), or 11(c) of the Plan (regardless of whether such Person filed a proof of claim in the Bankruptcy Cases); (iii) Public School District; or (vi) holder of a Claim that would have been within the proposed classes of privately insured parties described in the Amended Verified Statement of Stevens & Lee, P.C. pursuant to Bankruptcy Rule 2019 [D.I. 333].

“Relevant Jersey Trust” means each A-Side Payment Party that is a Trust whose Governing Law Jurisdiction is or includes the law of Jersey (Channel Islands) and, in addition, each Funding Trust that funded the Rosetta Trust as set forth in Section 10.01(a)(iv).

“Relevant Parties” has the meaning set forth in Section 4.01(e).

“Remedies Forbearance Period” has the meaning set forth in Section 9.02(a)(i).

“Required Interested Persons” means, (i) at any time with respect to a Trust other than a Jersey Administered Trust, each Person (other than the settlor, if deceased, and the trustees of such Sackler Party if not also beneficiaries thereof) who would be required under the laws of the Jurisdiction of Administration of such Sackler Party to cause an agreement settling each matter described in WY Stat. § 4-10-111 (to the extent the same may be settled by agreement without court involvement under the laws of the Jurisdiction of Administration of such Sackler Party) to be binding on all beneficiaries (including for the avoidance of doubt after application of any applicable rules of virtual representation of minors and other beneficiaries), including beneficiaries not parties thereto, *provided* that an Excluded Beneficiary shall not be a Required Interested Person within the meaning of such term with respect to, but only with respect to, the Excluded Trusts and (ii) at any time with respect to the JDS Estate, each beneficiary thereof who is at that time entitled to receive a further distribution on account of their beneficial interests in the estate, including any unpaid legatee or residuary beneficiary thereof.

“Required SHP Emergence Payment” has the meaning set forth in Section 2.01(g)(i)(B).

“Reserve” and “Reserves” have the meanings set forth in Section 5.01(a).

“Restitution” has the meaning set forth in Section 4.01(a).

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of any Person, or any payment (whether in cash, securities or other property) including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interest (including, but not limited to, the IAC Pledged Shares), or on account of any return of capital to such Person’s shareholders, partners or members (or the equivalent Persons thereof).

“Restricted Person” has the meaning set forth in Section 8.08.

“Retained Interest” has the meaning set forth in Section 3.01(b).

“Retained Payment Amount” means, as of any Payment Date and for a given Payment Group, an amount equal to (i) the Payment Group’s maximum payment amount for all Direct Payments (including any fee and cost fund payments) for that Payment Date as provided by Exhibit M less (ii) the total amount actually paid (or deemed paid) by the Payment Group on such Payment Date for all Direct Payments (including any fee and cost fund payments). When determining the total amount actually paid (or deemed paid) by a given Payment Group:

- (a) *Prepayments*: For any Settlement Prepayment, the Nominal Prepayment Amount shall be deemed to be paid on the Target Payment Date (and not on the Prepayment Date). Except as otherwise provided for in Section 2.01(l), Section 2.02 or Section 2.03 of this Agreement, if the Payment Group’s Nominal Prepayment Amount of such Settlement Prepayment exceeds the Payment Date Obligation it ultimately owes on the related Target Payment Date, the excess

shall roll over to the next Payment Date and be applied toward that Settlement's next Payment Date Obligation.

- (b) *Escrows*: All amounts paid on or about a Payment Date by or behalf of a Payment Group into an escrow account pursuant to this Agreement or any other Settlement Agreement shall be deemed to be actually paid by the Payment Group on such Payment Date, *provided* that if such amounts are returned from such escrow account to the relevant Payment Group, then such amounts shall no longer be deemed to be actually paid by such Payment Group on such Payment Date.

"Rosetta Trust" means the trust bearing that name governed by the laws of Jersey (Channel Islands) of which Stone Fiduciary Management Inc., a Wyoming corporation, is the trustee.

"Sackler Party" means a Payment Party or an IAC Payment Party; *provided* that the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 shall not be deemed Sackler Parties for purposes of Section 7.04, Section 7.05, Section 7.06, Section 7.07, Section 8.09, Section 8.13, Section 11.07, or Section 11.08 hereof.

"Sackler Parties' Representative" means Plerus AB LLC, a limited liability company organized under the laws of Delaware.

"Sackler Sale Period" has the meaning set forth in Section 3.01(a).

"Sale" means (i) any sale of an IAC Payment Party's direct and/or indirect Equity Interests (whether in whole or in part) in an IAC, (ii) any sale of all or substantially all of the assets of an IAC (including an orderly wind down, dissolution or restructuring) and (iii) any sale of assets or Equity Interests in connection with clauses (i) and (ii) above, in each case to a third party. Restructuring or dissolving or winding down an IAC will not, by itself, be considered a Sale of such IAC unless such restructuring causes any Equity Interest in, or material assets of, such IAC not to be held or controlled, directly or indirectly, by an IAC Payment Party in the Payment Groups that held or controlled, directly or indirectly, Equity Interest or material assets of such IAC immediately prior to such transaction.

"Sale Expenses" means all documented, out-of-pocket fees, charges, expenses, and other amounts (excluding Taxes) incurred in connection with presale restructuring of any IACs, the marketing of such IACs and general publicity and lobbying efforts in each case, incurred in connection with a Sale.

"Sale Obligations" has the meaning set forth in Section 3.05.

"Sale Proceeds" means the gross cash proceeds (a) of a Sale, including, in the event the assets of any IAC Payment Party, IAC Holding Company, IAC, or any other Subsidiary of an IAC Payment Party are sold as part of the same transaction or series of related transactions as a Sale, the gross cash proceeds from the sale of such assets or (b) received in connection with the repayment of an IAC Loan or Intercompany Loan to the extent such repayment was made with proceeds of a Sale (other than a Permitted Withdrawal) and without duplication to amounts included in the definition of "IAC Non-Tax Distributions", in each case of clauses (a) and (b), as calculated in U.S. dollars at the relevant spot exchange rate published by Bloomberg on any date on which such proceeds are deposited into an IAC Account or otherwise paid to the MDT. To the extent Sale Proceeds are used to repay an Intercompany Loan (including, for the avoidance of doubt, an Intercompany Loan between IAC Payment Parties), such Sale Proceeds shall be considered Sale Proceeds only of the IAC Payment Party that is the payee (or whose Subsidiary is the payee) with respect to such Intercompany Loan.

“Sale Proceeds Deductions” means, with respect to any Sale Proceeds actually received by an IAC Payment Party, the sum of:

(i) without duplication and to the extent not previously applied in determining a Permitted Deduction, the following documented, out-of-pocket fees, costs and expenses incurred by any IAC Holding Company or any entity whose equity interests are held, directly or indirectly, by an IAC Holding Company (but, for the avoidance of doubt, not including fees, costs and expenses incurred by any IAC Payment Party or any Subsidiary of an IAC Payment Party (other than any IAC Holding Company or any entity whose equity interests are held, directly or indirectly, by an IAC Holding Company), in each case solely in the amounts allocated to such IAC Payment Party pursuant to the Expense Allocation Principles), solely to the extent such fees, costs and expenses are paid or payable to Third-Party Payees: (A) transfer Taxes, legal and other fees and expenses incurred in connection with such Sale and (B) any Sale Expenses incurred in connection with such Sale, and (C) reimbursement amounts specified in Section 3.04 with respect to the Sale of any IAC; *plus*

(ii) without duplication and to the extent not previously applied in determining a Permitted Deduction, all amounts funded to any IAC by such IAC Payment Party or another Sackler Party on behalf of such IAC Payment Party (solely to the extent permitted by the relevant Credit Support Annexes, whether funded directly to the IAC or funded through one or more IAC Holding Companies and/or Subsidiaries of such IAC Payment Party) on or after the Agreement Effective Date (other than contributions that reduce the amount of IAC Non-Tax Distributions, as contemplated by the definition of “IAC Non-Tax Distribution”), including in the case of the A-Side IAC Payment Parties any amounts paid or deemed paid in respect of any loan made by an IAC for purposes of funding the Settlement Payment made pursuant to Section 2.01(g)(i)(A).

Notwithstanding the foregoing, Sale Proceeds Deductions shall not include income Taxes or withholding Taxes. For the avoidance of doubt, Sale Proceeds Deductions shall not include the repayment of Intercompany Loans or IAC Loans funded directly or indirectly from Sale Proceeds.

“Second Circuit” means the United States Court of Appeals for the Second Circuit.

“Secondary Restricted Person” means (i) any child of a Restricted Person who is a natural person or, for Restricted Persons that are estates, any child of the deceased person associated with such estate, who is older than 18 years of age as of June 27, 2024 and (ii) any trusts of which any of the Persons in the foregoing clause (i) are beneficiaries and the trustees thereof (solely in their capacities as such), in each case to the extent such Person is not a Restricted Person.

“Secured Party” means each of (i) the MDT and each of its successors and permitted assigns and (ii) any agent, trustee or other representative or designee (including one or more Subsidiaries or other entities of the MDT formed to carry out its duties and obligations under the Definitive Documents) authorized or appointed to hold any security interest in or Lien on, or take possession or control of, any Collateral on behalf of and for the benefit of itself and any person described in clause (i) above.

“Separately Settling Payment Group” has the meaning set forth in Section 11.20.

“Separation Agreements” means the agreements entered into in accordance with this Agreement to govern continuing business and other commercial relationships among the Debtors, NewCo and other entities owned directly or indirectly by the Sackler Parties and to clarify and confirm such parties’ respective rights under certain intellectual property rights.

“Settlement” has the meaning set forth in the recitals.

“Settlement Administrator” means the entity that annually determines and prepares the Payment Date Obligations and all reports and updates to be provided hereunder by the MDT to the Sackler Parties’ Representative and the other specified Persons pursuant to Section 2.07. Prior to the Settlement Effective Date, the Sackler Parties’ Representative and the MDT shall agree to (i) selection and removal processes for and the identity of the Settlement Administrator, (ii) a detailed description of the Settlement Administrator’s duties and responsibilities, including the relationship of the Settlement Administrator to the MDT and (iii) a detailed mechanism for paying the Settlement Administrator’s fees and costs (which payments shall not be additional obligations of the Sackler Parties).

“Settlement Agreements” means (a) this Agreement and (b) the settlement agreements being entered into on or about the date hereof among the [Sackler Parties] and various creditor groups, each of which is listed on Exhibit V, and “Settlement Agreement” means any individual settlement agreement listed on Exhibit V.

“Settlement Amount” means \$6.5 billion, subject to adjustments as reflected on Exhibit M, in the Plan and elsewhere in this Agreement and any other Settlement Agreement.

“Settlement Effective Date” has the meaning set forth in Section 10.01(a).

“Settlement Payment Dispute Notice” has the meaning set forth in Section 2.07(a)(ii).

“Settlement Payment Obligations” means, for any Payment Party, such Payment Party’s payment obligations with respect to Settlement Payments hereunder or under a Settlement Agreement, as applicable.

“Settlement Payments” has the meaning set forth in Section 2.01(a)(iv).

“Settlement Prepayment” has the meaning set forth in Section 2.02(a).

“Settling Creditor” has the meaning set forth in the Plan.

“Settling Party” means any Person providing a release under the Settlement.

“Settling Private Claimant” means a Private Claimant that is a Settling Creditor.

“Settling States” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Shareholder Released Claims” means any Cause of Action released pursuant to the Shareholder Releases.

“Shareholder Released Parties” has the meaning set forth in the Plan.

“Shareholder Releases” means any and all releases, waivers, or disclaimers of liability, standstill agreements, or other similar terms in favor of any of the Shareholder Released Parties contained in the Settlement, including the releases contained in Section 10.7(b) of the Plan.

“SOR Top-Off Payment” has the meaning set forth in Exhibit N.

“Special Operating Reserve” has the meaning set forth in Section 5.02(a).

“Specified Breach” has the meaning set forth in Section 9.01.

“Specified Breach Trigger” means a Breach Trigger with respect to a Specified Breach.

“Specified GUC Claims” means the claim of any holder that would have been classified in Plan Class 11(c) but for the fact that the holder of such claim has not filed a proof of claim.

“Specified Shareholder Provisions” means any provision of any Definitive Document: (i) covering the validity or scope, of the Shareholder Releases; (ii) covering the validity, scope, or application of the Special Operating Reserve; (iii) covering the administration of Claims, solely regarding provisions relating to settling or estimating any Disputed Claim, or having the effect of settling or estimating any Disputed Claim, in each case in a manner that is inconsistent with the consent right of the Sackler Parties’ Representative as set forth in Section 7.12 of the Plan; (iv) describing any purported concessions or admissions of the Shareholder Released Parties or of Debtors’ Estates solely to the extent it could reasonably be expected to impact the Shareholder Released Parties; or (v) altering or that has the effect of altering this Agreement, in the case of each of the foregoing clauses (i) through (iv), in a manner that otherwise materially and adversely affects the rights, obligations, or interests of the Shareholder Released Parties.

“States” means except for Oklahoma, all 50 states of the United States of America and the District of Columbia, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands.

“States AG Negotiating Group” has the meaning set forth in the Plan.

“Subdivisions” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Subsidiary” means, with respect to any Person, a corporation, partnership, joint venture, limited liability company or other entity (i) of which a majority of the shares or securities or other equity or ownership interests having ordinary voting power for the election of directors, managers, or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time directly or indirectly beneficially owned by such Person, or (ii) the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

“Target Payment Date” has the meaning set forth in Section 2.02(a).

“Tax” or “Taxes” means all taxes, customs, duties, governmental fees or other like assessment or charge of any kind whatsoever, including all federal, state, local or foreign income, gross receipts, windfall profits, severance, property (real or personal), production, sales, use, value-added, ad valorem, license, excise, franchise, transfer, gains, escheat, mortgage recording, transportation, gross operating, capital, employment, unemployment, occupation, social security, pension plan, withholding or similar taxes, customs, duties, governmental or other like assessments or charges, together with any interest, repayment supplement, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tax Advisor” means an accounting or law firm with expertise in the relevant jurisdiction engaged by a Sackler Party or an IAC to provide advice regarding the tax consequences of a Sale.

“Tax Matters” has the meaning set forth in Section 4.08.

“Tax Treatment” has the meaning set forth in Section 4.01(e).

“Third-Party Payee” means, with respect to any Sale or IAC Distribution, (a) any Tax authority or other regulatory authority to whom payments are required in connection with such transaction, (b) any contract counterparty that is not a Sackler Party or Related Party whose consent is required to complete such Sale or IAC Distribution, or who is entitled to a payment as a result of such Sale or IAC Distribution, (c) any legal, accounting, financial or other advisor or professional services company that is not a Sackler Party or Related Party that provides services in connection with such Sale or IAC Distribution, or (d) any Person (including any Sackler Party or any of their Affiliates) that advances payments to any Person described in clauses (a) through (c).

“Third-Party Payor” has the meaning set forth in the Plan.

“Third-Party Payor Payments” means the amounts payable to Third-Party Payors pursuant to the direct settlement among the Sackler Parties and electing Third-Party Payors as contemplated by the Plan, the maximum amounts of which are as set forth on Exhibit M hereto.

“Third-Party Released Claims” means any Cause of Action released pursuant to the Third-Party Releases, including, for the avoidance of doubt, the Shareholder Released Claims.

“Third-Party Releases” means any and all releases, waivers, or disclaimers of liability, standstill agreements, or other similar terms in favor of any of the Shareholder Released Parties or Released Parties contained in the Settlement, including the releases contained in Sections 10.6(b), 10.7(a) and 10.7(b) of the Plan.

“Threshold Motion” means a motion to dismiss or equivalent dispositive motion made at the outset of litigation against any of the Shareholder Released Parties for Covered Conduct under applicable procedure.

“Tolled Claims” has the meaning set forth in Section 9.02(a)(ii)(B).

“Total Litigation Costs” means, as of any date and in respect of any Payment Group, the sum of all Litigation Costs incurred or accrued by or on behalf of such Payment Group through such date; *provided*, that total Litigation Costs related to Specified GUC Claims for all Payment Groups in the aggregate shall not exceed \$50 million.

[“Transferor” means, with respect to an applicable QSF, a person for U.S. federal income tax purposes that transfers (or on behalf of whom an insurer or other person transfers) money or property to the QSF to resolve or satisfy claims as described in the Treasury Regulations Section 1.468B-1(c)(2).]

“Treasury Regulations” means the regulations promulgated from time to time under the Code (including any successor regulations).

“Tribe” has the meaning set forth in the Plan.

“Tribe TDP” has the meaning set forth in the Plan.

“Tribe Trust” has the meaning set forth in the Plan.

“Tribes Settlement Agreement” means [to follow].

“Trust Certification” means, with respect to a Trust, a certification of the trustees thereof substantially in the form of Exhibit Q.

“Trusts” means the trusts subject to the terms hereof being Sackler Parties as set forth on Exhibit R, on account of their respective trustees entering into this Agreement, in their capacity as such.

“Unsold IAC Notice” has the meaning set forth in Section 3.07(a).

Section 1.02 Interpretative Provisions.

(a) The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Annexes and Exhibits are to the Articles, Sections, Annexes and Exhibits of this Agreement unless otherwise specified.

(c) All Exhibits and Annexes annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Annex but not otherwise defined therein shall have the meaning as defined in this Agreement.

(d) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import.

(f) The use of the word “or” shall not be exclusive.

(g) The word “will” shall be construed to have the same meaning and effect as the word “shall.”

(h) The word “party” shall, unless the context otherwise requires, be construed to mean a party to this Agreement. Any reference to a party to this Agreement or any other agreement or document contemplated hereby shall include such party’s estate, legal and personal representatives, successors and permitted assigns.

(i) Any reference in this Agreement to an estate of a deceased individual or trust as a person or party shall, unless the context otherwise requires, be construed to be or include, as the context may require, the personal representatives and trustees thereof, respectively, acting in their capacity as such personal representatives and trustees.

(j) Any reference in this Agreement to a “natural person” shall not, unless the context otherwise requires, be construed to include a personal representative or trustee that is a natural person acting solely in such person’s capacity as a personal representative or trustee of a deceased individual’s estate or a trust, respectively.

(k) Any reference in this Agreement to the rights and obligations of the estate of a deceased individual (including the JDS Estate) or a trust (including a Trust) that does not have a separate legal personality under applicable Law shall be construed as a reference to the rights and obligations of the

personal representatives of such estate (including the JDS Estate) and the trustees of those trusts (including the Trusts), respectively, in their capacity as such.

(l) All references to “\$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(m) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(n) Any reference to any Contract shall be a reference to such agreement or contract, as amended, amended and restated, modified, supplemented or waived.

(o) A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefore and all rules, regulations and statutory instruments issued or related to such legislation.

(p) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. No prior draft of this Agreement nor any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parol evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernable from a reading of this Agreement without consideration of any extrinsic evidence. Although the same or similar subject matters may be addressed in different provisions of this Agreement, the Parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

(q) Unless the context otherwise requires, references to Net Proceeds, Sale Proceeds or IAC Non-Tax Distributions “received by” or “actually received by” an IAC Payment Party, or to the “receipt” of Net Proceeds, Sale Proceeds or IAC Non-Tax Distributions by an IAC Payment Party shall include Net Proceeds, Sale Proceeds, or IAC Non-Tax Distributions that have been received by PRA L.P. and would be received by such IAC Payment Party in a pro rata distribution thereof by PRA L.P. to its equity holders.

(r) Any references to a “payment number” with respect to a Payment Group shall mean the corresponding sequential aggregate Settlement Payment to be made by such Payment Group as set forth on Exhibit M of the applicable Settlement Agreements.

(s) Any references to “scheduled” with respect to the maximum Payment Obligation of a Payment Group on a given Payment Date shall mean the corresponding amount, as set forth on Exhibit M of the applicable Settlement Agreements.

(t) Any references to Plan Effective Date and Settlement Effective Date shall refer to the same calendar date given that the Plan Effective Date and Settlement Effective Date are each conditioned on the occurrence of the other date, among other conditions. Each of the Plan Effective Date and Settlement Effective Date shall be the same date or such date shall be deemed to have not occurred.

(u) Any references to “joint and several”, when referring to liabilities of Payment Parties within a Payment Group, shall have the meaning set forth in the Credit Support Annex applicable to such Payment Group, to the extent the phrase “joint and several” is defined therein.

(v) In the event of any conflict between this Agreement and the Collateral Documents applicable to any Payment Party (including its Credit Support Annex), such Collateral Document(s) shall govern. [To the extent any action (including any remedy) is expressly permitted pursuant to a Sackler Party's Credit Support Annex, and not otherwise prohibited by the terms of such Credit Support Annex, such Credit Support Annex (and not this Agreement, except to the extent expressly contemplated by such Credit Support Annex) shall control; provided, this Agreement shall control with respect to any action by a Sackler Party that is restricted by this Agreement and not expressly permitted pursuant to such Sackler Party's Credit Support Annex. For the avoidance of doubt, this Agreement shall control with respect to any action by a Sackler Party that is expressly restricted by Articles 3 or 8 and any remedy in respect thereof.]¹⁰

(w) [If this Agreement or any Collateral Document requires payment to the MDT, but an applicable exhibit or Settlement Agreement instead provides for payment to another Person (e.g., a Grantor Trust Arrangement), this Agreement and such Collateral Document shall be construed to require (and permit) payment as provided in the applicable exhibit or Settlement Agreement.]

(x) Exhibit D sets forth certain provisions that apply only to the B-Side Payment Parties. To the extent that a numbered or lettered clause or section is included in Exhibit D and a corresponding numbered or lettered clause or section is included in the body of the Agreement, such numbered clause or section included in Exhibit D, and not the corresponding clause or section included in the body of the Agreement, shall apply to the B-Side Payment Parties.

ARTICLE 2. SETTLEMENT PAYMENTS

Section 2.01 Payment

(a) Settlement Payments. The Payment Parties, the MDT, the Settling States, the Private Claimants and the General Unsecured Creditors each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Third-Party Released Claims that each of the Payment Parties and the MDT have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation. Each Payment Party agrees that it shall, on a joint and several basis with the other Payment Parties within its Payment Group but on a several and not joint basis as among Payment Groups, pay or cause to be paid to the MDT, in the manner and at the times set forth herein, in each Settlement Agreement and in the Plan, and on the terms and conditions and subject to the limitations set forth herein and therein, (x) the amount payable with respect to the Estate Payments, the Third-Party Payor Payments, and the Personal Injury Payments, in each case, by each Payment Group, in connection with the Plan and (y) the amount payable by each Payment Group pursuant to each such Settlement Agreement.

(i) Notwithstanding anything to the contrary herein, the maximum scheduled payments in respect of the Settlement Amount required to be paid by each Payment Group on each Payment Date pursuant to the Plan and all Settlement Agreements, before the application of any reductions or adjustments required by this Agreement, including those related to Non-Settling States (as defined in the Governmental Entity & Shareholder Direct Settlement Agreement) and before accounting for any prepayments, are set forth on Exhibit M. Specifically:

(A) Exhibit M-A: Titled "Maximum Payments by Payment Group Pursuant to the Plan and Related Direct Settlement Agreements Prior to Taking Account of the terms set forth in Section 2.01(g)", Exhibit M-A sets forth the maximum amounts payable

¹⁰ NTD: Under review by all Parties.

by Payment Group by Payment Date prior to taking account of the terms set forth in Section 2.01(g). Exhibit M-A is not used to determine any payment obligation of any Payment Group.

(B) Exhibit M-B: Titled “Maximum Payments by Payment Group Pursuant to the Plan and Related Direct Settlement Agreements After Taking Account of the terms set forth in Section 2.01(g)”, Exhibit M-B sets forth the maximum amount payable by Payment Group by Payment Date after taking account of the terms set forth in Section 2.01(g).

(C) Exhibit M-2: Titled “Maximum Payment Schedule”, Exhibit M-2 sets forth, for each Payment Date and Payment Group, the Estate Payments and the maximum amounts payable under the Settlement Agreements and the Plan. Amounts set forth on Exhibit M-2 reflect the adjustments related to the terms set forth in Section 2.01(g).

(D) The actual Payment Date Obligations of each Payment Party are subject to the adjustments set forth in this Agreement, in the other Settlement Agreements, and in the Plan, as applicable, including, in particular, reductions of such Payment Date Obligations pursuant to the provisions of the Governmental Entity & Shareholder Direct Settlement Agreement, the other Settlement Agreements and the Plan to account for parties that do not join (e.g., unearned Incentive Payments) and increases to account for additional payments otherwise due (e.g., catch up payments for later-earned Incentive Payments, RCR Top-Off Payments and SOR Top-Off Payments). For the avoidance of doubt, the amounts set forth in Exhibit M-2 do not include Payment Obligations other than Settlement Payment Obligations (e.g., IAC Bonus Payments or Breach Fees, as applicable).

(ii) Payment in full of all Payment Obligations by Payment Parties under this Agreement shall constitute full and complete satisfaction of all Payment Obligations of the Payment Parties under the Plan and all Settlement Agreements.

(iii) [If any amounts are funded by the Payment Parties into a Grantor Trust Arrangement with respect to (A) any Opt-Out Class Action Settlement on any date, (B) any Settlement Agreement on the Settlement Effective Date related to Tribes, or (C) any direct settlement between the Sackler Parties and any other creditor group pursuant to the Plan, in each case, as contemplated by Section 10.01(a)(xix), then such payments shall be made in accordance with the applicable Settlement Agreement (including, for the avoidance of doubt, this Agreement) or the Plan, as applicable.]¹¹

(iv) The amounts set forth on Exhibit M-2 excluding Estate Payments, are collectively referred to as the “Direct Payments”. The Direct Payments, together with the Estate Payments, collectively constitute the “Settlement Payments”.

(v) To the extent the applicable Private Creditor Trust has not been formed, or is otherwise not in a position to receive its portion of the Initial Private Creditor Trust Distributions, amounts owed to the corresponding Private Creditor Trusts on the Settlement Effective Date shall be funded to an escrow account maintained by a third-party escrow agent, and the parties shall cooperate in good faith to cause such funds to be released to the MDT for further payment to such Private Creditor Trusts as promptly as practicable following the satisfaction of any conditions to

¹¹ [NTD: Subject to confirmation by Akin.]

such release contemplated herein. [For the avoidance of doubt, with respect to the PI Trust and the TPP Trust, to extent any funds are placed in escrow in accordance with the immediately preceding sentence, the sole conditions to the release of the Initial TPP Trust Distribution or the Initial PI Trust Distribution, as applicable, shall be the formation of such Trust and written notice from the trustee thereof to the Sackler Parties' Representative, delivered in good faith, stating that such trust has been formed and is in a position to receive its portion of the Initial Private Creditor Trust Distributions.]

(vi) Notwithstanding anything to the contrary herein or otherwise (including in any other Settlement Agreement):

(A) On the Plan Effective Date, the Initial Private Creditor Trust Distributions and the Initial Public Schools Distribution shall be funded to the MDT, or the applicable Creditor Trust, Grantor Trust Arrangement or escrow account.

(B) If the Estate Payment required under the IAC Settlement Agreement to be paid on the Settlement Effective Date (\$150 million) is not paid pursuant to the IAC Settlement Agreement, then each Payment Group shall, on the Settlement Effective Date, pay its proportionate share of the unpaid amount (i.e., 25% by each B-Side Payment Group and 50% by the A-Side Payment Groups in aggregate, subject to Section 2.01(g)).

(b) Payment of A-Side Payment Date Obligations. With respect to each A-Side Payment Group, on each Payment Date,

(i) the A-Side General Obligors shall pay, or cause to be paid (on a joint and several basis with the other A-Side General Obligors) to the MDT, on behalf of the A-Side Payment Groups, the A-Side Payment Date Obligation of such A-Side Payment Groups by the applicable Payment Date;

(ii) the A-Side Payment Parties that are trusts (other than the A-Side General Obligors and "bare trusts") or other entities within each A-Side Payment Group shall pay, or cause to be paid (on a joint and several basis with the other remaining A-Side Payment Parties that are trusts or other entities within such A-Side Payment Group), to the MDT such A-Side Payment Group's A-Side Payment Date Obligation by the applicable Payment Date solely to the extent such A-Side Payment Date Obligation is not paid pursuant to clause (i); and

(iii) the A-Side Payment Parties that are natural persons or "Bare Trusts" within each A-Side Payment Group shall pay, or cause to be paid (on a joint and several basis with the other A-Side Payment Parties that are natural persons or "Bare Trusts" within such A-Side Payment Group), to the MDT such A-Side Payment Group's A-Side Payment Date Obligation by the applicable Payment Date solely to the extent such A-Side Payment Date Obligation is not paid pursuant to clause (i) or (ii);

provided that (1) no A-Side General Obligor shall have any obligation to make any payment pursuant to this Section 2.01 (and shall not be in Breach or otherwise have any liability to the MDT for the failure to make any payment) if and to the extent it does not have sufficient liquid assets (not including any amounts reserved in good faith for the payment of Taxes or any other Permitted Withdrawals applicable to such A-Side General Obligor) to do so; (2) no A-Side General Obligor shall have any obligation to make any payment in respect of A-Side Payment Group 8 other than the \$133 million payment on the Settlement Effective Date contemplated by Section 2.01(g); and (3) nothing in this Section 2.01(b) shall limit the MDT's right to seek payment in full from any A-Side Payment Party of its A-Side Payment Date Obligation

without any requirement to seek collection first from any A-Side General Obligor or any other A-Side Payment Party.

(c) Payment of B-Side Payment Date Obligations. With respect to each Payment Date, each B-Side Payment Group shall pay, or cause to be paid (on a joint and several basis among the members of such B-Side Payment Group, subject to Section 9.03), to the MDT its B-Side Payment Date Obligation by the applicable Payment Date.

(d) Payments by Beacon Trust. All payments by any A-Side Payment Group, except as otherwise designated, shall be made directly or indirectly to Beacon Trust (which received substantial distributions indirectly from Purdue) and contributed by Beacon Trust through intervening entities to Pharmaceutical Research Associates L.P. (“PRA L.P.”), which shall make the required payments under this Section 2.01 to the MDT in accordance with Section 2.01(f) below. All such payments made directly or indirectly to Beacon Trust by any A-Side Payment Group shall be paid, dollar for dollar, to the MDT by PRA L.P.

(e) Payments by 74A Trust. All payments by any B-Side Payment Group, except as otherwise designated, shall be made directly or indirectly to the Trust formed under agreement of trust dated November 5, 1974 for the benefit of Beverly Sackler (the “74A Trust”) (which received substantial distributions indirectly from Purdue) and contributed by the 74A Trust through intervening entities to PRA L.P., which shall make the required payments under this Section 2.01 to the MDT in accordance with Section 2.01(j) below. All such payments made directly or indirectly to the 74A Trust by any B-Side Payment Group shall be paid, dollar for dollar, to the MDT by PRA L.P.

(f) Allocation of Payments.

(i) For all purposes of this Agreement, (A) the first \$133 million of any payment by the A-Side General Obligors on the Settlement Effective Date shall be deemed to have been made by A-Side Payment Group 8 (and not any other A-Side Payment Group) and (B) all other payments by an A-Side General Obligor (including any amount paid on the Settlement Effective Date in excess of \$133 million, any amount paid on any other Payment Date, and any amount paid pursuant to Section 2.02) shall be deemed to have been made by each other A-Side Payment Group (excluding A-Side Payment Group 8) in an amount equal to the lesser of (i) one-seventh (1/7) of such payment and (ii) such A-Side Payment Group’s unpaid Settlement Payment Obligations, provided that if the unpaid Settlement Payment Obligations of any A-Side Payment Group (other than A-Side Payment Group 8) is zero or is reduced to zero by such allocation, then any unallocated portion of such payment by an A-Side General Obligor shall be deemed to have been made in equal proportion by each of the A-Side Payment Group(s) (other than A-Side Payment Group 8) whose unpaid Settlement Payment Obligations are greater than zero.

(ii) Any payment by a Payment Party that is a Crossover Member (other than any A-Side General Obligor or Common B-Side Payment Party), shall be deemed to have been made in equal amounts by each Payment Group of which such Crossover Member is a member.

(iii) For all purposes of this Agreement (including the definition of Settlement Payment Obligation), any payment by any B-Side Payment Party that is a member of more than one B-Side Payment Group (such B-Side Payment Party, a “Common B-Side Payment Party”), shall be deemed to have been made by each B-Side Payment Group, in an amount equal to the lesser of (A) one-half (1/2) of such payment and (B) such Payment Group’s unpaid Settlement Payment Obligations; *provided* that if such payment is made by the 74A Trust as a result of a B-Side Payment Party’s payment to the 74A Trust pursuant to Section 2.01(e), then, for so long as the 74A Trust is a

Common B-Side Payment Party, such payment by the 74A Trust shall be deemed to have been made by the B-Side Payment Group in the amount such Payment Group paid to 74A Trust for such payment.

(g) A-Side Payment Group 8 Payments. Notwithstanding anything to the contrary in this Agreement or otherwise:

(i) On the Settlement Effective Date:

(A) A-Side General Obligors shall pay \$133,000,000 to the MDT and such payment shall have been deemed to have been made by A-Side Payment Group 8; and

(B) A-Side Payment Group 8 shall pay \$50 million to the MDT (the "Required SHP Emergence Payment").

(ii) On the fifth (5th) Payment Date, A-Side Payment Group 8 shall pay \$20,869,075.51 to the MDT, subject to Section 2.01(g)(iv).

(iii) On the sixth (6th) Payment Date, A-Side Payment Group shall pay \$21,808,183.91 to the MDT subject to Section 2.01(g)(iv).

(iv) A-Side Payment Group 8 shall have the option to prepay on the Settlement Effective Date, in whole or in part with at least sixty (60) calendar days prior written notice to the MDT, the Governmental Consent Parties, and the Sackler Parties' Representative, its payment obligations due on the fifth (5th) Payment Date and/or sixth (6th) Payment Date. The amount of any such prepayment shall be equal to the net present value of the nominal amounts otherwise payable by A-Side Payment Group 8 on the fifth (5th) Payment Date and sixth (6th) Payment Date, discounted at an annual rate of 4.5% to the Settlement Effective Date. Prepayment amounts shall be applied first to prepay all or a portion of the amount due on the sixth (6th) Payment Date, with any excess applied to the fifth (5th) Payment Date. Should A-Side Payment Group 8 elect to exercise this prepayment option in full, the amount related thereto to be paid on the Settlement Effective Date shall be \$35,000,000.00, of which \$17,500,000.00 shall be attributable to each of the fifth (5th) Payment Date and the sixth (6th) Payment Date. By way of example only, should A-Side Payment Group 8 elect to exercise this prepayment option in part in the amount of \$20,000,000.00, (x) \$2,500,000.00 of such amount shall be attributable to the fifth (5th) Payment Date, and the remaining amount payable by A-Side Payment Group 8 on the fifth (5th) Payment Date (after application of the 4.5% discount rate described above) shall be \$17,887,779.00, and (y) \$17,500,000.00 of such amount shall be attributable to the sixth (6th) Payment Date, and no other amounts shall be payable by A-Side Payment Group 8 on the sixth (6th) Payment Date. For the avoidance of doubt, in no event shall any Payment Group other than A-Side Payment Group 8 be entitled to make any prepayments pursuant to this Section 2.01(g)(iv).

(v) If A-Side Payment Group 8 elects to exercise its prepayment option, then:

(A) The Settlement Payment Obligation of each A-Side Payment Group (other than A-Side Payment Group 8) due on the Settlement Effective Date shall be reduced by one-seventh (1/7th) of the amount of the prepayment by A-Side Payment Group 8; and

(B) The Settlement Payment Obligation due on fifth (5th) Payment Date or sixth (6th) Payment Date, as applicable, of each A-Side Payment Group (other than A-Side

Payment Group 8) shall be increased by one-seventh (1/7th) of the nominal amount prepaid by A-Side Payment Group 8.

(vi) The total amounts in this section 2.01(g)(i) to (iv) are the agreed upon present value of A-Side Payment Group 8's total \$345 million obligation. Each applicable Exhibit M will be revised to reflect the adjustments described in this Section 2.01(g).

(vii) The A-Side General Obligors and A-Side Payment Group 8 shall fund, at least five (5) Business Days prior to the Settlement Effective Date, the respective amounts payable by them pursuant to this Section 2.01(g) via escrow or a similar arrangement pursuant to which (A) each such amount will be released to the MDT on the Settlement Effective Date only upon receipt of all such amounts, and (B) if any of such amounts are not released to the MDT on or prior to the Settlement Effective Date, all amounts funded into such escrow or similar arrangement will be returned to the respective parties who funded such amounts. In the event that the amounts funded into such escrow or similar arrangement are returned to the respective parties who funded such amounts in accordance herewith, A-Side Payment Group 8 shall be deemed to no longer be a party or subject to this Agreement or any of its terms, and the parties will retain all of their respective rights, remedies and defenses under applicable laws. For the avoidance of doubt, it is agreed and understood that to the extent that the MDT does not receive all of the amounts set forth in Section 2.01(g)(i) on or prior to the Settlement Effective Date, this Section 2.01(g) (other than clause (B) of this Section 2.01(g)(vii)) shall be deemed null and void, and no further obligations shall exist between the parties hereto with respect thereto.

(viii) Except as provided in this Section 2.01(g), A-Side Payment Group 8 shall have no obligation to make any other Settlement Payments under this Agreement or otherwise. In addition, notwithstanding anything to the contrary in this Agreement or otherwise, A-Side Payment Group 8 shall not have any Retained Payment Amounts, and A-Side Payment Group 8 shall have no obligation to make any RCR Top-Off Payments, SOR Top-Off Payments, (i.e., on the basis that A-Side Payment Group 8 would not have Retained Payment Amounts) or IAC Sale Bonus Payments. In addition, in no event will the breach of this Agreement or any other Settlement Agreement by any of the A-Side Payment Groups other than A-Side Payment Group 8 have any impact on A-Side Payment Group 8 hereunder (including, without limitation, that the MDT shall not be entitled to exercise the Release Remedy against the Family Group of which the Payment Parties in A-Side Payment Group 8 are members). The Parties agree that, notwithstanding anything to the contrary in this Agreement or otherwise, the allocation of the \$133 million payment to A-Side Payment Group 8 pursuant to Section 2.01(g)(i)(A) above, and any other provisions in this Agreement relating thereto (including Section 9.02(a)(v)), do not create any obligation on the part of A-Side Payment Group 8 to pay such amount or any portion thereof, and that the failure by the A-Side General Obligors to pay any such amount shall not be a breach of this Agreement by A-Side Payment Group 8 or give rise to any remedies against A-Side Payment Group 8, other than the rights described in this Section 2.01(g).

(ix) The A-Side General Obligors shall have no obligation with respect to A-Side Payment Group 8 other than to make the payment referred to in Section 2.01(g)(i)(A). No member of any other A-Side Payment Group (other than the A-Side General Obligors) shall have any obligation or liability in respect of the obligations of the A-Side General Obligors set forth Section 2.01(g)(i)(A).

(h) Reserved.

(i) Except as provided in Section 9.03, (1) each Payment Party agrees that its obligations with respect to the Payment Obligations owed by its Payment Group, and such Payment Party's obligations arising as a result of its joint and several liability with each other Payment Party within its Payment Group as provided herein, shall be separate and distinct obligations, but all such obligations shall be primary obligations of each such Payment Party and (2) if a Specified Breach has occurred and is continuing with respect to any Payment Group and the MDT has elected to exercise the Payment Remedy in connection with such Specified Breach pursuant to Section 9.02, the MDT may, solely in accordance with Section 9.02 and subject to Section 9.03, proceed directly and at once, against any Payment Party within such Payment Group to collect and recover the full amount, or any portion of, such Payment Group's Settlement Payment Obligations, without first proceeding against any other Payment Party or any other Person, or against any Collateral securing the Settlement Payment Obligations of such Payment Group. Each Payment Party waives all suretyship defenses and consents and agrees that the MDT (and all other Secured Parties) shall be under no obligation to marshal any assets in favor of any Payment Group or against or in payment of any or all of the Settlement Payment Obligations.

(j) All payments made to the MDT pursuant to this Section 2.01 shall be made by wire transfer of immediately available funds to the account set forth on Exhibit G (or such other account(s) of the MDT as may be designated by the MDT to the Sackler Parties' Representative and A-Side Payment Group 8 Representative in accordance with Section 11.02 at least ten (10) Business Days prior to the applicable Payment Date). The Parties will determine appropriate funds flow mechanics to ensure timely receipt of funds.

(k) Other than as required by Section 2.06, (i) all payment and collateral obligations of any non-breaching Payment Group to the MDT hereunder shall terminate at such time when such Payment Group's Payment Obligations (excluding the IAC Sale Bonus Payment) hereunder, including any applicable RCR Top-Off Payment or a SOR Top-Off Payment, have been paid in full in cash (including as contemplated by Section 2.02) in accordance with the provisions hereof (regardless of whether another Payment Group is in Breach, including if such other Payment Group has not yet paid its Settlement Payment Obligations hereunder), and (ii) upon such payment in full of such non-breaching Payment Group's Payment Obligations (excluding the IAC Sale Bonus Payment), such Payment Group's Credit Support Annex and any related Collateral Documents with respect to the Payment Group and its Payment Parties shall terminate and all corresponding security interests shall be released, *provided*, that, notwithstanding the foregoing, any Collateral that constitutes IAC Collateral shall not be so discharged until the IAC Sale Bonus Payment obligations (if any) of the IAC Payment Party who owns such IAC Collateral have either been satisfied in full or otherwise terminated pursuant to this Agreement.

(l) Each Payment Group may prepay in cash all or any portion of its Settlement Payment Obligations at nominal value at any time, without any discount applied (an "Advance Settlement Payment") by providing at least thirty (30) calendar days prior written notice to the MDT (an "Advance Payment Notice"). Any Advance Payment Notice shall be delivered by the Sackler Parties' Representative and shall specify: (i) the nominal amount of the Settlement Payment Obligation being prepaid by such Advance Settlement Payment (the "Advance Amount"), (ii) the Payment Date to which such Advance Amount shall be applied (such date, the "Advance Target Date") and (iii) the date on which the Advance Settlement Payment is expected to be made (the "Advance Payment Date"). On the Advance Payment Date, the Payment Group delivering the Advance Payment Notice shall pay the Advance Amount to the MDT. Following such payment, the Payment Group's Settlement Payment Obligation for the Advance Target Date shall be reduced by the Advance Amount (such reduction to be allocated between "base payments," "incentive payments" and any other payments (e.g., fees and costs) under the relevant Settlement(s) in accordance with the instructions in the Advance Payment Notice) and any applicable RCR Top-Off Payment or a SOR Top-Off Payment. A Payment Group's right to make Advance Settlement Payments shall be subject to the following limitations:

(i) the Advance Amount for an Advance Target Date shall not be larger than the anticipated Settlement Payment Obligation due on such Advance Target Date. The “anticipated Settlement Payment Obligation” for an Advance Target Date shall reflect the incentive levels earned by the settling parties as of the Advance Payment Date;

(ii) if a Payment Group has made an Advance Settlement Payment and the Advance Amount is ultimately less than its Settlement Payment Obligation due on the relevant Advance Target Date, the relevant Payment Group shall pay the remaining balance on the Advance Target Date as part of its Settlement Payment Obligation. Conversely, if the Advance Amount ultimately exceeds its Settlement Payment Obligation due on the Advance Target Date, the excess shall be credited to the Payment Group and applied to its next scheduled Settlement Payment Obligation(s) in direct chronological order, *provided* that if a Payment Group has prepaid all subsequent Payment Obligations and, as of the last Payment Date on which such Payment Group owes a payment, and such Payment Group has overpaid its Settlement Payment Obligations in respect of all subsequent prepaid Payment Dates (for such purposes, treating incentives that have been earned since the prior prepayments and incentives still eligible to be earned, in each case, as having been earned), then such overpayment shall be credited against the Settlement Payment Obligations of such Payment Group falling due on such last Payment Date. Any disputes concerning the accuracy of an overpayment shall be decided by fast track arbitration pursuant to Section 11.13; and

(iii) to the extent that such Payment Group prepaays only a portion of such Settlement Payment Obligations due on a Payment Date, such Payment Group shall have (x) retained (i.e., not prepaid) the obligation to fund at least (i) \$4 million with respect to a B-Side Payment Group and (ii) \$1 million with respect to an A-Side Payment Group, in each case, of the Estate Payment due on such Payment Date in such prepayment or (y) on or prior to the last Payment Date on which such Payment Group owes a payment, placed into one or more Prepayment Escrow Accounts an amount equal to the maximum amount that may become payable by such Payment Group in respect of such future Settlement Payment Obligations, without discount; provided that in accordance with Exhibit Z, there shall be a separate Prepayment Escrow Account established with respect to each Transferor that makes a payment to such accounts on behalf of a Payment Group; provided, however, that in the event there are any additional Payment Obligations due on a given Payment Date in excess of the total amount in all of the Prepayment Escrow Accounts with respect to such Payment Group, such amounts shall be paid in full by such Payment Group on such Payment Date, and any subsequent Payment Breach shall be subject at all times to all the remedies and other provisions of this Agreement, including the Payment Remedy and Release Remedy, irrespective of whether the breach is of an Estate Payment or a Direct Payment.

(m) From and after such time as a Payment Group has paid its applicable Payment Obligations in full (including pursuant to prepayments under this Section 2.01), such Payment Group shall forfeit all rights with respect to the Released Claims Reserves or Special Operating Reserve.

Section 2.02 Settlement Prepayments.

(a) Any Payment Group shall have the right, subject to the limitations set forth in this Section 2.02, to prepay all or a portion of any Settlement Payment included in its fourteenth (14th), fifteenth (15th) and/or sixteenth (16th) Settlement Payment Obligation in whole or in part, without premium or penalty (a “Settlement Prepayment”) subject to this Section 2.02 by providing written notice to the MDT and the Settlement Administrator (a “Prepayment Notice”) no more than forty-five (45) calendar days, and no less than thirty (30) calendar days, before the prepayment. Any Prepayment Notice shall be delivered by the Sackler Parties’ Representative and shall specify: (a) the nominal amount of the Settlement Payment Obligation being prepaid by such Settlement Prepayment (the “Nominal Prepayment Amount”), (b) the

Payment Date to which such Nominal Prepayment Amount shall be applied (such date, the “Target Payment Date”), (c) the date on which the Settlement Prepayment is expected to be made (the “Prepayment Date”) and (d) the net present value of the Settlement Prepayment as of the Prepayment Date using a discount rate equal to the Prime Rate on the date of the Prepayment Notice plus 1.75%, consistent with the formula in Section 2.02(d) (such net present value amount, the “Net Prepayment Amount”). The right to make Settlement Prepayments shall commence on (x) with respect to the fourteenth (14th) Settlement Payment Obligation, the date the fifth (5th) Settlement Payment Obligation is due, (y) with respect to the fifteenth (15th) Settlement Payment Obligation, the date the fourth (4th) Settlement Payment Obligation is due, and (z) with respect to the sixteenth (16th) Settlement Payment Obligation, the date the third (3rd) Settlement Payment Obligation is due. Any prepayment described in this Section 2.02 can be made on or after the designated commencement date (e.g., a Payment Group can prepay all or any part of its designated share of its fourteenth (14th) Settlement Payment Obligation at any time on or after the date that the fifth (5th) Settlement Payment Obligation is due).

(b) On the Prepayment Date, the electing Payment Group shall pay the Net Prepayment Amount to the MDT. Following such payment, the Payment Group’s Settlement Payment Obligation for the Target Payment Date shall be reduced by the Nominal Prepayment Amount (such reduction to be allocated between Estate Payments and Direct Payments in accordance with the instructions in the Prepayment Notice and, with respect to Direct Payments, shall be allocated ratably among Base Payments, Incentive Payments (to the extent known as of the Payment Date, to be payable on the Target Payment Date) and other payments (e.g., fees and costs). Exhibit M will be updated by the MDT to give effect to such reduction consistent with the Prepayment Notice, and going forward such updated schedule will be Exhibit M.

(c) A Payment Group’s right to make Settlement Prepayments shall be subject to the following limitations:

(i) Each A-Side Payment Group and B-Side Payment Group shall only have the prepayment rights specified on Exhibit L. A Payment Group’s total Nominal Prepayment Amount may not exceed the maximum specified for that Payment Group on Exhibit L, and its Nominal Prepayment Amount for any Payment Date may not exceed the corresponding maximum set for that Payment Group on that date on Exhibit L.

(ii) Prepayments may apply to Direct Payments, Estate Payments or both Direct Payments and Estate Payments according to the instructions of the Payment Group in its Prepayment Notice *provided* that, in the event as of the thirteenth (13th) Payment Date a Payment Group’s Settlement Prepayments with respect to the fourteenth (14th), fifteenth (15th) or sixteenth (16th) Settlement Payment Obligation are insufficient to prepay the total Settlement Payment Obligation of such Payment Group on the applicable Target Payment Date (for such purposes, taking into account incentives that have been earned since the prior prepayments and treating incentives still eligible to be earned as having been earned), then such Payment Group shall have either (x) retained (i.e., not prepaid) the obligation to fund at least (i) \$4 million with respect to a B-Side Payment Group and (ii) \$1 million with respect to an A-Side Payment Group, in each case, of the Estate Payment due on such Payment Date in such Settlement Prepayment, or (y) on or prior to the thirteenth (13th) Payment Date, placed into a Prepayment Escrow Account an amount equal to the maximum amount that may become payable by such Payment Group in respect of such fourteenth (14th), fifteenth (15th) or sixteenth (16th) Settlement Payment Obligation, without discount; provided that in accordance with Exhibit Z, there shall be a separate Prepayment Escrow Account established with respect to each Transferor that makes a payment to such accounts on behalf of a Payment Group; provided, however, that in the event there are any additional Payment Obligations due on a given Payment Date in excess of the total amount in all of the Prepayment

Escrow Accounts with respect to such Payment Group, such amounts shall be paid in full by such Payment Group on such Payment Date, and any subsequent Payment Breach shall be subject at all times to all the remedies and other provisions of this Agreement, including the Payment Remedy and Release Remedy, irrespective of whether the breach is of an Estate Payment or a Direct Payment.

(iii) The Nominal Prepayment Amount for a Target Payment Date shall not be larger than the anticipated Settlement Payment Obligation due on such Target Payment Date. The “anticipated Settlement Payment Obligation” for a Target Payment Date shall reflect the incentive levels earned by the settling parties as of the Prepayment Date and any offsets or adjustments known at that time pursuant to the terms of the relevant Settlement Agreement and the Plan.

(iv) If a Payment Group has made a Settlement Prepayment and the Nominal Prepayment Amount is ultimately less than its Settlement Payment Obligation due on the relevant Target Payment Date, the relevant Payment Group shall pay the remaining balance on the Target Payment Date as part of its Settlement Payment Obligation. Conversely, if the Nominal Prepayment Amount ultimately exceeds its Settlement Payment Obligation due on the Target Payment Date, the excess shall be credited to the Payment Group and applied to its subsequent scheduled Settlement Payment Obligation(s) in chronological order, starting with its next Settlement Payment Obligation due; *provided* that if as of the thirteenth (13th) Payment Date a Payment Group has overpaid its Settlement Payment Obligations in respect of all subsequent Payment Dates (for such purposes, taking into account incentives that have been earned since the prior prepayments and treating incentives still eligible to be earned as having been earned), then such overpayment shall be credited against the Settlement Payment Obligations of such Payment Group falling due on to the thirteenth (13th) Payment Date.

(d) The Net Prepayment Amount for a given Settlement Prepayment shall be determined by evaluating the following expression: $\text{Nominal Prepayment Amount of such Settlement Prepayment} / ((1.0175 + \text{the Prime Rate on the date of the Prepayment Notice expressed as a decimal}) ^ ((\text{the number of days between the Target Payment Date and the Prepayment Date}) / 365))$ where ‘/’ denotes division and ‘^’ denotes exponentiation.

(e) The MDT in consultation with the Settlement Administrator shall review each Prepayment Notice to determine the accuracy of all calculations included in the notice, and shall inform the relevant Payment Group of its determination within fifteen (15) calendar days of receiving the notice. Any disputes concerning the accuracy of such Prepayment Notice shall be decided by fast track arbitration pursuant to Section 11.13.

Section 2.03 Modification to Payments Obligations. The parties agree that following the Settlement Effective Date and payment by a Payment Group of all amounts payable by it in connection with the Settlement Effective Date and excluding the prepayment rights set forth in Section 2.01(l) and Section 2.02, which prepayment provisions shall be unaffected by this Section 2.03, any Payment Obligations of such Payment Group may be prepaid on terms and conditions agreed by the Master Disbursement Trust with the written consent of (i)) the Sackler Parties’ Representative (except for any prepayment or other modification of any Payment Obligation of A-Side Payment Group 8), (ii) the A-Side Payment Group 8 Representative (solely in respect of any prepayment or other modification of any Payment Obligation of A-Side Payment Group 8), and (iii) the MDT Advisory Council acting by an affirmative vote

of all five (5) state representatives on the MDT Advisory Council (i.e., four (4) representatives of Settling States and the one (1) representative selected by the four (4) representatives of Settling States).

Section 2.04 Payments Pending Appeals.

(a) If, on the Settlement Effective Date, an appeal of the Confirmation Order or any Settlement Agreement is pending but (x) such order or agreement has not been stayed and (y) the Plan, Confirmation Order or Settlement Agreement has not been modified by a court of competent jurisdiction in a manner that materially and adversely affects the rights, interests or obligations of the Payment Parties, the Debtors, the Creditors' Committee, the Settling Private Claimants, any Governmental Consent Party, the Settling States, the MDT, or the Shareholder Released Parties, the existence of such an appeal shall not be an impediment to the satisfaction of the conditions to the Settlement Effective Date set forth in Section 10.01 and the Sackler Parties shall make Settlement Effective Date payments under each Settlement Agreement and the Plan, subject to the terms hereof. If, after the Settlement Effective Date, an appeal of the Confirmation Order or any Settlement Agreement is pending but such order has not been vacated or reversed, the Sackler Parties shall make payments under each Settlement Agreement and the Plan, subject to the terms hereof.

(b) In the event that, following the Settlement Effective Date, a court of competent jurisdiction modifies, reverses or vacates the Confirmation Order or modifies the Plan, Confirmation Order, or the Settlement in a manner that materially and adversely affects the rights, interests, or obligations of the Payment Parties, the Debtors, the Creditors' Committee, the Settling Private Claimants, any Governmental Consent Party, the Settling States, the MDT, or the Shareholder Released Parties, (the "Appellate Decision"), all of the following shall apply:

(i) At the discretion of each of the Sackler Parties' Representative, the Debtors, the Creditors' Committee (if in existence), the Governmental Consent Parties, the MDT or the A-Side Payment Group 8 Representative (but in the case of the A-Side Payment Group 8 Representative, only if the rights, interests, or obligations of A-Side Payment Group 8 are materially and adversely affected in a manner that is disproportionate relative to the effects of such action on the rights, interests, or obligations of the other Payment Parties, taken as a whole), in each case, whose rights, interests, or obligations are materially and adversely affected by such court ruling (the "Affected Parties"), each such Affected Party, in good faith consultation with the other aforementioned parties, may: (A) seek to appeal such modification or vacatur, and/or (B) seek to modify the Plan, Confirmation Order, or the Settlement, as applicable, in a manner that is mutually acceptable to the relevant parties; provided that if the Sackler Parties Representative or A-Side Payment Group 8 Representative (as applicable) elects to pursue either option, each of the Debtors, the Creditors' Committee (if in existence), the Governmental Consent Parties, and the MDT shall continue to comply with the terms of the Settlement and in accordance with this Section 2.04 while such option is being pursued unless a court of competent jurisdiction determines that such Sackler Parties Representative's or A-Side Payment Group 8 Representative's election is unreasonable under the circumstances taken as a whole. If (x) either option is pursued and (y) this Agreement is not otherwise terminated, all Payment Obligations of the Sackler Parties coming due thereafter under the Settlement Agreements or the Plan will be deposited in one or more Appeals Accounts by the applicable Transferor(s) on the date(s) provided for in this Agreement, in each case, without reduction, offset or reallocation as otherwise contemplated or permitted under this Agreement (including Exhibit N), provided that in accordance with Exhibit Z, there shall be a separate Appeals Account established with respect to each Transferor that makes a payment to such accounts on behalf of a Payment Group. No amounts shall be withdrawn from the Appeals Account for any purpose (including the funding of any Replenishment Transfer, provided that the Sackler Parties shall also not be required to make any RCR Top-Off Payments or SOR Top-Off Payments) other than in accordance with this Section 2.04. If the Plan, Confirmation Order, and/or the Settlement

(as applicable) is later consummated or reinstated in its original form or in a fashion acceptable to the Affected Parties (the date of such consummation or reinstatement, the “Reinstatement Date”), any amounts deposited into the Appeals Account, including interest, will be remitted within fourteen (14) calendar days after such Reinstatement Date to the MDT to be distributed in accordance with the Plan and the applicable Settlement Agreement(s) as if the reversal or vacatur never occurred. In that event, the MDT shall make all Replenishment Transfers, and the relevant Payment Groups shall make all of their RCR Top-Off Payments and SOR Top-Off Payments, in each case to the extent such transfers and payments would have been required during the period the Appeals Account was funded. All such payments shall be made within ten (10) Business Days following the date the funds are remitted to the MDT. Amounts paid to Settling Parties and/or the MDT prior to the Appellate Decision (including the Special Operating Reserve and/or the Released Claims Reserves) shall continue to be available for use (including distribution) in accordance with the terms of the Agreement, the Settlement Agreements and the Plan then in existence prior to such Appellate Decision.

(ii) In connection with a determination to pursue (A) or (B) under Section 2.04(b)(i) above, the relevant parties shall cooperate in good faith to revise the Plan, Confirmation Order, or the Settlement and/or to pursue appeals (as appropriate) in a manner that materially maintains the spirit and substance of the Plan, Confirmation Order, and the Settlement, *provided* that, in connection therewith and so long as either option is being pursued: (A) following the Settlement Effective Date, all Estate Causes of Action against the Shareholder Released Parties otherwise released pursuant to the Plan shall continue to be exclusively controlled by the Master Disbursement Trust; (B) each Party shall continue to comply with the terms of the Settlement (as modified by this Section 2.04), including that any releases of the Shareholder Released Parties provided by claimants who have received any payment (including partial payment) of the obligations set forth in the Plan and applicable Settlement Agreement(s) shall remain in effect notwithstanding such reversal or vacatur, subject to any rights set forth in the applicable Settlement documentation, including any rights to terminate such releases (other than solely as a result of (I) the pursuit of an appeal as set forth in this Section 2.04 or (II) an Appellate Decision to the extent that it gives rise to the applicability of this Section 2.04(b) or Section 2.04(c)); (C) any tolling or tolling agreements provided by the Sackler Parties shall remain in full force and effect; (D) nothing herein shall prevent the parties from entering into private settlement(s) substantially similar to those set forth in the Plan and Settlement; (E) none of the Debtors, the MDT, or any other Settling Party shall seek from any Shareholder Released Party any additional payment amounts or other economic concessions beyond the aggregate amounts that are agreed in the Settlement (subject to applicable most-favored nations provisions, if any); (F) none of the Sackler Parties shall seek from any Settling Party, the Debtors, or the MDT any economic concessions beyond what is agreed in the Settlement; (G) none of the Settling Parties, the Debtors, or the MDT shall accept any amounts or other economic concession beyond what they agreed to receive herein on account of any new settlement agreement with the Sackler Parties (other than in respect of applicable most-favored nations provisions, if any); and (H) the MDT and Settling Parties shall consent to modification of the Plan and Settlement so long as such modifications preserve the economic equivalent of the existing Plan and Settlement and do not materially and adversely affect their rights, interests and obligations under the Settlement; in case of clauses (A)-(H), subject to the following proviso, as applicable; provided, further, however, notwithstanding anything to the contrary contained herein, no party shall be required to consent to a modification of the Plan, Confirmation Order, or Settlement that is materially adverse to the rights, interests, or obligations taken as a whole of such party under the Plan or the Settlement.

(iii) If a court of competent jurisdiction modifies, reverses or vacates the Confirmation Order, the Plan, or the Settlement, as applicable, in a manner that materially and adversely affects

the rights, interests, or obligations of (A) the Payment Parties, and the Sackler Party Representative or A-Side Payment Group 8 Representative (but in the case of the A-Side Payment Group 8 Representative, only if the rights, interests, or obligations of A-Side Payment Group 8 are materially and adversely affected in a manner that is disproportionate relative to the effects of such action on the rights, interests, or obligations of the other Payment Parties, taken as a whole) determines not to pursue the options set forth in subsection (b)(i) hereof, the Sackler Party Representative or A-Side Payment Group 8 Representative (as applicable) shall have the right to terminate this Agreement on thirty (30) calendar days written notice to all other parties, or (B) the MDT or the Governmental Consent Parties, if following the pursuit of an appeal, the Plan, Confirmation Order, or Settlement is not subsequently reinstated in original form and/or the parties are not otherwise able to reach an agreement in principle to revise the Plan, Confirmation Order, or Settlement in a manner that materially maintains the substance of the Plan, Confirmation Order, and Settlement or that is otherwise acceptable to the applicable parties within one-hundred twenty (120) calendar days (or such extended period as may be agreed to in writing by the (i) Master Disbursement Trust with the unanimous consent of the MDT Advisory Council; and (ii) the Sackler Party Representative), the MDT shall have the right to terminate this Agreement on thirty (30) calendar days written notice to all other parties.

(c) If, following reversal or vacatur of the Confirmation Order, the Plan, Confirmation Order, or Settlement is not subsequently reinstated in original form, and the parties fail to revise the Plan, Confirmation Order, or Settlement in a manner that materially maintains the spirit and substance of the Plan, Confirmation Order, and Settlement, or if this Agreement is terminated, then (i) any payments previously made to any Settling Party pursuant to the Plan or any Settlement Agreement (other than amounts returned in accordance with Section 2.04(c)(iv)) shall be credited against any future settlement agreement among the respective parties or judgment obtained by the Settling Parties against any Shareholder Released Party, (ii) the releases of the Shareholder Released Parties provided by the Estate and any releasing parties whose entitlements under the Plan and applicable Settlement Agreements are not paid in full (without regard to contingent amounts potentially payable from the Special Operating Reserve or any other reserve provided for under the Settlement) shall become null and void, (iii) notwithstanding termination of this Agreement or any Settlement Agreement or vacatur of the Confirmation Order, any releases of releasing parties that are, at any time prior to termination of this Agreement in accordance with its terms, paid the full amount that would be payable to such parties under the Settlement (without regard to any Appellate Decision or contingent amounts potentially payable from the Special Operating Reserve or any other reserve provided for under the Settlement) shall continue in effect unaltered and in perpetuity and no such releasing party shall seek or receive any additional recovery from any party on account of any Causes of Action that would constitute Shareholder Released Claims had the Settlement been fully in effect, and (iv) any amounts, including interest, in the Appeals Accounts [shall be returned to the applicable Transferor]¹² and any amounts, including interest, if any, in the Special Operating Reserve shall be paid to PRA L.P.

(d) This Section 2.04 of this Agreement shall be additionally incorporated into the Plan and each Settlement Agreement, *mutatis mutandis*, and survive any order by a court of competent jurisdiction that deems a provision of the Plan, Confirmation Order, Third-Party Releases, or Channeling Injunction to be null, void, illegal or unenforceable.

(e) Nothing in this Section 2.04 shall be construed to restrict any party's ability to appeal any decision of a court that reverses or vacates the Confirmation Order or modifies the Plan, Confirmation

¹² **NTD:** To conform with the treatment of Appeals Account when determined and agreed to.

Order, or the Settlement in a manner that materially and adversely affects the rights or obligations of such party.

Section 2.05 Appeals; Motion to Stay.

(a) Direct Appeal. In the event the Confirmation Order is not entered by the United States District Court for the Southern District of New York in first instance, if any appeal is taken from the Confirmation Order that could result in vacatur, modification or reversal of the Confirmation Order with respect to the Shareholder Releases (any particular such appeal, the “Appeal”), the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors’ Committee (if it is in existence), shall promptly request that all appellants and appellees with respect to the Appeal consent that the Appeal be certified for direct appeal to the Second Circuit (any particular such direct appeal, the “Direct Appeal”) in accordance with 28 U.S.C. § 158(d)(2), and to certify jointly with the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors’ Committee (if it is in existence), that at least one of either 28 U.S.C. § 158(d)(2)(A)(i), 28 U.S.C. § 158(d)(2)(A)(ii), or 28 U.S.C. § 158(d)(2)(A)(iii) applies with respect to the Appeal. The Sackler Parties agree to provide such consent. If such consent and joint certification cannot be obtained promptly with respect to all such appellants and appellees, the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors’ Committee (if it is in existence), shall promptly request such consent with respect to a majority of such appellants and appellees to make a joint request for certification under 28 U.S.C. § 158(d)(2)(B)(ii). If such consent cannot be promptly obtained, the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors’ Committee (if it is in existence), shall promptly make a motion to the Bankruptcy Court under 28 U.S.C. § 158(d)(2)(B)(i) requesting that the Appeal be certified for Direct Appeal. Upon receiving certification for the Direct Appeal, whether by the Bankruptcy Court order or otherwise, the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors’ Committee (if it is in existence) shall immediately request, on an expedited basis, that the Second Circuit authorize the Direct Appeal.

(b) Expedited Appeal. Immediately after the filing of any Appeal, the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors’ Committee (if it is in existence) shall (i) make a motion in the court then assigned to hear such Appeal, requesting that the Appeal be expedited on the fastest feasible schedule and (ii) seek to have such motion heard on an expedited basis.

(c) Motion to Stay. The MDT, together with the Sackler Parties Representative, the Debtors, and the Creditors’ Committee (if it is in existence) shall challenge and object to (in the appropriate court) any motion by an applicable appellant for a stay of the Confirmation Order. The MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors’ Committee (if it is in existence) also shall request in the appropriate court that, if such challenge is unsuccessful or such objection is overruled, that any stay of the Confirmation Order be conditioned on a bond or equivalent security sufficient to pay the costs and damages sustained or potentially to be sustained by all parties (including, for the avoidance of doubt, the Sackler Parties) that would or could be harmed as a result of such stay, as determined by the appropriate court.

Section 2.06 IAC Sale Bonus Payments.

(a) Subject to the terms of this Section 2.06, if the IAC Payment Parties have collectively received aggregate Net Proceeds in excess of \$4.3 billion (any such excess, “Excess Net Proceeds”), then each IAC Payment Party that thereafter receives Excess Net Proceeds shall, within forty-five (45) calendar days of receipt (or as soon thereafter as legally permissible), pay, or cause to be paid, to the MDT an amount equal to 90% of such IAC Payment Party’s Excess Net Proceeds so received (each such payment, an “IAC

Sale Bonus Payment”). The obligation to pay the IAC Sale Bonus Payment shall be joint and several among IAC Payment Parties within each Payment Group (but several and not joint between the Payment Groups).

(b) The aggregate amount of IAC Sale Bonus Payments of the IAC Payment Parties shall not exceed \$500 million. Each IAC Payment Party is solely responsible for making its own IAC Sale Bonus Payments as required under this Section 2.06 (*provided* that such obligation is not conditioned upon payment of the amounts by the other IAC Payment Parties), independent of the obligations of any other IAC Payment Party. Once an IAC Payment Party has made all of its required IAC Sale Bonus Payments, it shall have no further obligations under this Section 2.06.

(c) An IAC Payment Party’s obligations set forth in this Section 2.06 shall terminate on the date that all interests of such IAC Payment Party in the IACs other than the Retained Interests being disposed of and the first to occur of either (i) any resulting IAC Sale Bonus Payment being paid in full to the MDT or (ii) no IAC Sale Bonus Payment is payable. Notwithstanding anything to the contrary in this Agreement or the Collateral Documents, the MDT’s rights to any IAC Payment Party’s IAC Sale Bonus Payment are limited to the IAC Payment Party’s IAC Collateral, and the MDT’s sole recourse with respect to each IAC Payment Party’s failure to timely pay its IAC Sale Bonus Payment in full shall be to exercise remedies only with respect to that IAC Payment Party’s IAC Collateral. Except as set forth in the last sentence of Section 2.06(a), no IAC Payment Party shall be liable for, and no IAC Payment Party’s obligations shall be increased as a result of, any other IAC Payment Party’s failure to make its IAC Sale Bonus Payment.

Section 2.07 Payment Date Calculations and Related Obligations.

(a) Preliminary Payment Determination.

(i) As soon as possible for each payment but not later than fifty (50) calendar days prior to the applicable Payment Date, the MDT shall give notice to the Sackler Parties’ Representative, the A-Side Payment Group 8 Representative (only in the case of any payment to be made by A-Side Payment Group 8 on the fifth (5th) Payment Date and sixth (6th) Payment Date in accordance with this Agreement), any Settling State and the MDT Advisory Council of the following preliminary determinations regarding Payment Date Obligations (such notice, a “Preliminary Payment Determination”):

(A) The total Payment Date Obligations owed on the upcoming Payment Date, itemized by Settlement and by Payment Group, based on the status as of the date that is sixty (60) calendar days prior to such Payment Date. This includes a breakdown of the payments owed by each Payment Group under the Governmental Entity & Shareholder Direct Settlement Agreement, along with a reasonable amount of supporting computational detail;

(B) The amount to be received by each Settling State, broken down by base payments and incentive payments, and the amount of fee payments, as set forth in the Governmental Entity & Shareholder Direct Settlement Agreement; and

(C) The amount, if any, of (i) RCR Top-Off Payments and (ii) SOR Top-Off Payments.

(ii) Dispute of Preliminary Payment Determination. Any of the Sackler Parties’ Representative, the A-Side Payment Group 8 Representative (only in the case of any payment to be made by A-Side Payment Group 8 on the fifth (5th) Payment Date and sixth (6th) Payment Date

in accordance with this Agreement), any Settling State or the MDT Advisory Council may dispute the relevant calculation set forth in the Preliminary Payment Determination by providing written notice to the MDT and the MDT Advisory Council, any affected Settling State, the Sackler Parties' Representative, and the A-Side Payment Group 8 Representative (as applicable) within twenty-one (21) calendar days of the notice provided by the MDT (a "Settlement Payment Dispute Notice"). Such disputing party's Settlement Payment Dispute Notice shall identify the nature of the dispute, the amount of money that is disputed, and the settling party (or parties) affected. If no Settlement Payment Dispute Notice is timely provided, then the Preliminary Payment Determination is deemed accepted for all purposes. Only matters included in a timely Settlement Payment Dispute Notice will be allowed to be the subject of any dispute regarding the amounts provided in the calculations set forth in the Preliminary Payment Determination.

(b) Payment Computation Notice.

(i) On the thirtieth (30th) calendar day prior to the applicable Payment Date (or the next Business Day thereafter), the MDT shall provide a written notice (a "Payment Computations Notice") to the Sackler Parties' Representative, the A-Side Payment Group 8 Representative (only in the case of any payment to be made by A-Side Payment Group 8 on the fifth (5th) Payment Date and sixth (6th) Payment Dates in accordance with this Agreement), the MDT Advisory Council and any Settling State containing the following information for each Payment Group for the upcoming Payment Date, along with reasonable calculation details, in each case utilizing relevant data as of the date that is five (5) Business Days prior to the Payment Computations Notice due date except as otherwise specified below (capitalized terms in this Section 2.07 that are not defined in this Agreement are defined in Exhibit N):

(A) Retained Payment Amount, as reported in the most recent Litigation Cost Report pursuant to Exhibit N;

(B) Litigation Costs by Plan Class;

(C) Available Retained Payment Amount;

(D) Litigation Cost Shortfall (if any);

(E) The balances in the Released Claims Reserves by Plan Class as provided to the MDT by each of the Creditor Trusts or the Plan Administration Trust, as applicable, along with a summary of transactions affecting these balances since the prior report of such balances, in each case based on the account statements most recently received by the MDT;

(F) RCR Litigation Cost Advances by Plan Class;

(G) RCR Top-Off Payment by Plan Class;

(H) The balance in the Special Operating Reserve along with a summary of transactions affecting these balances since the prior report of such balances, based on the account statements most recently received by the MDT;

(I) SOR Litigation Cost Advance;

(J) SOR Top-Off Payment; and

(K) The net amount the MDT believes the Payment Group owes on the Payment Date, determined by reference to the Preliminary Payment Determination, regardless of any portion still subject to dispute, and reflecting any offsets described in Exhibit N.

(ii) The Sackler Parties' Representative, A-Side Payment Group 8 Representative (with respect to any purported amounts owed by or obligations of A-Side Payment Group 8), any Settling State or the MDT Advisory Council may submit a written dispute notice to the MDT regarding any amounts in the Payment Computations Notice within ten (10) Business Days of the notice provided by the MDT. This notice must include a reasonably detailed, good-faith calculation and the basis for the dispute (a "Payment Computations Dispute Notice"). If the Sackler Parties' Representative, A-Side Payment Group 8 Representative, any Settling State or the MDT Advisory Council does not provide a timely Payment Computations Dispute Notice, then the Payment Computations Notice is deemed accepted, and Payment Groups must pay their designated top-off payment, if any, on such applicable Payment Date (subject to any unresolved dispute concerning the Preliminary Payment Determination).

(c) Final Payment Amounts

(i) Any party that receives a Settlement Payment Dispute Notice or a Payment Computations Dispute Notice, may provide a written response to the MDT, the MDT Advisory Council, any affected Settling State, the Sackler Parties' Representative, or A-Side Payment Group 8 Representative, (i) in the case of a Settlement Payment Dispute Notice, within fourteen (14) calendar days; or (ii) in the case of a Payment Computations Dispute Notice within five (5) Business Days (each response a "Final Dispute Response Notice") that either:

(A) Agrees to one or more proposals in the Settlement Payment Dispute Notice or Payment Computations Dispute Notice; or

(B) Rejects one or more proposals in the Settlement Payment Dispute Notice or Payment Computations Dispute Notice and identifies the basis for disagreement. Any item within the Settlement Payment Dispute Notice or Payment Computations Dispute Notice that is rejected in the Final Dispute Response Notice will be deemed disputed.

If no party delivers a Final Dispute Response Notice timely, then the Settlement Payment Dispute Notice and Payment Computations Dispute Notice are deemed accepted for all purposes.

(ii) If a Final Dispute Response Notice is timely provided to the MDT, then

(A) The MDT shall provide written notice to the Sackler Parties' Representative (and A-Side Payment Group 8 Representative, if applicable) that describes any outstanding dispute as to the amount owed by each Payment Group to the MDT on the Payment Date. Such notice shall identify:

(1) All undisputed amounts to be paid by each Payment Group to the MDT on the Payment Date (taking into account any offset of undisputed amounts pursuant Exhibit N); and

(2) If a dispute is resolved between the notice and the Payment Date, the Payment Group must pay the full undisputed amount to the MDT on the Payment Date. If a dispute remains unresolved, all disputed payment amounts (if

any) shall be paid by each Payment Group to the MDT Segregated Account on the Payment Date pending the dispute resolution set forth in Section 2.07(e). The MDT shall disburse all undisputed amounts to each Creditor Trust for further disbursement in accordance with its associated Settlement Agreement, the Plan or Creditor Trust Document(s).

(B) The Sackler Parties' Representative shall notify the MDT of the account(s) to which any undisputed portion of a RCR Litigation Cost Advance and SOR Litigation Cost Advance should be transferred to cover any undisputed Litigation Cost Shortfall, along with the amount to be transferred to each such account.

(d) Annual Post-Payment Date Obligations.

(i) Upon receiving any payment from a Payment Group, the MDT shall promptly notify the Sackler Parties' Representative specifying (x) the amount received and (y) the aggregate payments received to date from the Payment Group (broken apart by Settlement).

(ii) Upon resolution of a dispute after the Payment Date, amounts related to that Payment Date shall be disbursed as follows:

(A) To the MDT if determined to be required payments, or

(B) To the applicable Payment Party, as designated by the Sackler Parties' Representative (or by the A-Side Payment Group 8 Representative, in the case of any dispute by A-Side Payment Group 8), if determined not to be required payments. However, if the returned funds result from an overpayment of Payment Date Obligations, the MDT shall first receive any incremental SOR Top-Off Payment or RCR Top-Off Payment that would have been payable by the Payment Group on the Payment Date had its Payment Date Obligation been correctly calculated. Any remaining funds [shall be disbursed as prepayments in accordance with Section 2.01(l) and the instructions of the Sackler Parties' Representative. (or A-Side Payment Group 8 Representative, if applicable).]

(e) Disputes. All calculations and disputes contemplated by this Section 2.07 shall be made in good faith. The parties shall work in good faith to resolve any disputes arising under this Agreement as promptly as reasonably practicable. Unless otherwise provided, if the dispute remains unresolved after five (5) Business Days, it shall be submitted to fast track arbitration pursuant to Section 11.13 for final resolution. Upon resolution of any dispute, the relevant parties shall promptly inform the MDT and the Sackler Parties' Representative (and the A-Side Payment Group 8 Representative, if the dispute involves or affects A-Side Payment Group 8 rights or obligations) of the outcome and any necessary adjustments resulting from such resolution. MDT shall establish a segregated, interest-bearing account for any disputed amount and such amount shall be retained until such dispute is resolved.

ARTICLE 3. SALE OF IACS

Section 3.01 Covenant to Sell.

(a) Subject to Section 3.01(b) and (c), and subject to Section 3.06, during the seven (7)-year period commencing on the Settlement Effective Date and following the expiration of the MDT Sale Period, if applicable (the "Sackler Sale Period"), which period may be extended by a written instrument duly executed by the MDT and the Sackler Parties' Representative, the IAC Payment Parties shall:

(i) use their commercially reasonable best efforts to sell or cause to be sold to one or more unaffiliated third parties (each, a “Purchaser”), through any transaction, series of related transactions or separate transactions, all or substantially all of (A) such IAC Payment Parties’ respective direct and/or indirect Equity Interests in the IACs (excluding Purdue Canada) and/or (B) the assets of such IACs (excluding Purdue Canada);

(ii) use their commercially reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable under Law to consummate each such Sale, including, without limitation, (A) proposing, negotiating, agreeing to, committing to and effecting the sale, divestiture, transfer, license or disposition of any businesses, product lines or assets of the IACs (excluding Purdue Canada) and (B) executing (or causing to be executed) purchase agreements or other certificates, instruments and other agreements required to consummate the proposed Sale of the IACs (excluding Purdue Canada); and

(iii) cause all Sale Proceeds that are received by an IAC, an IAC Holding Company, an IAC Payment Party or any other Subsidiary of an IAC Payment Party from each Sale to be:

(A) paid directly to a Tax authority to the extent used to satisfy a liability for any Tax imposed with respect to such Sale or the distribution of proceeds therefrom,

(B) paid, to the applicable Third-Party Payees on account of Sale expenses, or

(C) distributed or otherwise paid to one or more IAC Payment Parties (which may include a Person who agrees in writing to become bound by the obligations of an IAC Payment Party hereunder) or Subsidiaries of such IAC Payment Parties (in which case such Sale Proceeds shall be further distributed or paid to the parent entities of such Subsidiaries until they are actually received by an IAC Payment Party) and, upon receipt by such IAC Payment Parties of Sale Proceeds, deposited into an IAC Account in accordance with Section 3.06(c),

provided that with respect to this Section 3.01(a), in connection with any Sale, no such IAC, IAC Holding Company, IAC Payment Party, or any other Subsidiary of an IAC Payment Party shall be obligated to provide any indemnification other than (x) in respect of its representations and warranties relating to ownership and authority and (y) indemnification obligations that are limited by the amount of any escrows established for such purpose, which escrows shall be commercially reasonable in amount and duration.

(b) If and to the extent necessary to facilitate a Sale, an IAC Payment Party, IAC Holding Company, IAC, or any other Subsidiary of an IAC Payment Party shall be permitted to retain (i) in the case of an asset sale, non-operating, administrative or otherwise *de minimis* assets that a buyer is unwilling to acquire and that the IAC Payment Parties have been unable to liquidate or transfer to another unaffiliated third party after the use of commercially reasonable best efforts, (ii) interests in assets subject to Implementation Limitations, in each case, the retention of which would not (x) materially adversely affect such IAC or (y) violate Section 8.08 of this Agreement and (iii) the Equity Interests of any IAC that has sold all of its assets (other than the assets referred to in the preceding clauses (i) and (ii)) (any assets or interests described in the preceding clauses (i) through (iii), a “Retained Interest”). For the avoidance of doubt, notwithstanding the retention of any Retained Interest, a Sale of all or substantially all assets or direct and/or indirect Equity Interests of the relevant IAC shall be deemed to have occurred for all purposes of this Agreement.

(c) The Sackler Parties’ Representative shall be responsible for (i) the structuring of the Sales, including the tax structuring of any Sale, distribution of proceeds therefrom and the type of consideration

to be received, taking into account tax efficiency considerations, (ii) the design and execution of one or more marketing processes to make or solicit offers to or from prospective Purchasers in respect of the IACs and their businesses, (iii) the preparation, negotiation and execution of the definitive documentation for the Sales and (iv) the consummation of the Sales.

Section 3.02 IAC Information Rights.

(a) The Sackler Parties' Representative shall provide, or shall cause to be provided, the following information to the MDT:

(i) (A) on a semi-annual basis, IAC income statements, balance sheets, cash flow statements and consolidated financial statements (including summary income statements for IACs by regions – i.e., China, Canada and the remaining regions) within thirty (30) calendar days following management's receipt of the same, (B) audited annual financial statements to the extent provided to IAC directors (annual financial statements to include disclosures on any significant litigation as required by applicable accounting principles; parties to agree on a reasonable template for semi-annual statements, reasonable confidentiality provisions and universe of recipients) and (C) on a quarterly basis, the IAC cash balance by IAC;

(ii) on an annual basis, a legal organization chart for the IACs along with a summary of (A) any changes to IAC Holding Company or any Subsidiary of an IAC Payment Party, and (B) any newly-formed entities, solely to the extent in clauses (A) and (B) within the ownership structure of the IACs;

(iii) copies of amendments, modifications or supplements to any collateral documents with respect to changes described above in the immediately preceding clause (ii), within sixty (60) calendar days of the relevant change;

(iv) upon the termination of any sale process related to the IACs, copies of any indications of interest and letters of intent, and any analyses prepared for the board of same (names of bidding parties may be redacted if required by executed confidentiality agreements); and

(v) within forty-five (45) calendar days after the end of each quarter, and within sixty (60) calendar days after the closing of each IAC sale, an internally-prepared report detailing all IAC gross sale proceeds and IAC Distributions (aggregating IAC Tax Distributions and IAC Non-Tax Distributions), and repayments of IAC Loans made by the IACs and actually received by IAC Payment Parties.

(b) On a semi-annual basis, the Sackler Parties' Representative shall make IAC management and the Advisors available for a teleconference with the MDT (such teleconference not to exceed two (2) hours). Prior to each teleconference, the Sackler Parties' Representative shall provide the MDT, no later than seven (7) calendar days in advance, with a written report that includes:

(i) for each sale process, anonymized summaries of significant events/milestones prior to such consultation and since the prior consultation, including the number of potential bidders who have done any of the following: (A) executed an NDA, (B) accessed the dataroom, (C) met with management, (D) submitted bids or other indications of interest, or (E) submitted final bids and delivered markups or other comments on definitive transaction documents;

(ii) on an anonymous basis any bona fide inquiries, as determined in the Sackler Parties' Representative's reasonable judgment, outside of a formal sale process;

- (iii) assets under consideration being sold;
- (iv) subject to redaction for confidentiality, copies of marketing materials provided to potential buyers in any sale process of the IACs; and
- (v) commentary on the ongoing financial performance of the unsold IACs.

(c) Notwithstanding anything herein to the contrary, information shall only be provided pursuant to this Section 3.02 to the extent that the provision of such information is: (i) subject to confidentiality obligations pursuant to a mutually acceptable confidentiality agreement and (ii) in compliance with applicable Law and not in contravention of any confidentiality or similar obligations of the IACs or the IAC Payment Parties or their respective Subsidiaries are subject to; *provided* that, (x) if information is withheld under this clause (ii), a general description of the withheld information and the reason for its exclusion shall be provided and (y) no such confidentiality or similar obligations with respect to the information described in this Section 3.02 shall be entered into after the Settlement Effective Date outside the ordinary course without prior approval of the MDT (which shall not be unreasonably withheld).

Section 3.03 Other IAC-Related Covenants.

(a) The IAC Payment Parties covenant and agree that, with respect to each IAC directly or indirectly owned by the IAC Payment Parties in whole or in part, from the Settlement Effective Date until the consummation of the Sale of all or substantially all assets or direct and/or indirect Equity Interests in such IAC, except as expressly provided for herein or with the consent of the MDT (which shall not be unreasonably withheld), such IAC Payment Party will use IACPP Efforts to cause such IAC not to:

(i) enter into any material transaction or series of related transactions that would materially restrict the ability of such IAC to participate in a Sale (other than the renewal, amendment or modification of agreements in effect as of the Settlement Effective Date; *provided* that such renewal, amendment or modification is not more restrictive, taken as a whole, compared to the applicable agreement prior to such renewal, amendment or modification);

(ii) enter into any material transaction or series of related transactions between such IAC or any of its Subsidiaries on the one hand, and any Related Party (other than any IACs or their respective Subsidiaries, or any officers, directors or employees of any IACs or any Subsidiaries thereof (in their capacity as such)), on the other hand (each, a “Related Party Transaction”), except for a Related Party Transaction on terms no less favorable to such IAC than those that would reasonably have been obtained in a comparable transaction on an arm’s-length basis with an unrelated Person; *provided* that (A) with respect to any Related Party Transaction or series of Related Party Transactions involving aggregate consideration in excess of \$5,000,000, such IAC has delivered to the MDT an officers’ certificate or a written opinion by an Approved Financial Advisor certifying that such Related Party Transaction or series of Related Party Transactions complies with this covenant, (B) with respect to any Related Party Transaction or series of Related Party Transactions involving aggregate consideration in excess of \$10,000,000, such IAC has delivered a written opinion by an Approved Financial Advisor certifying that such Related Party Transaction or series of Related Party Transactions complies with this covenant and has been approved by a majority of the disinterested members of the board of directors or equivalent governing body of such IAC, if any, and if such governing body does not exist, such IAC shall have obtained the written consent of the MDT with respect to such Related Party Transaction and (C) [the entry into and the performance of all obligations under the A Side Settlement Date Loan

shall be permitted]¹³; *provided, further* that this subparagraph (ii) shall not restrict any IAC Distribution permitted hereunder, the renewal or extension of any financing arrangements on terms no less favorable in the aggregate to the borrower than those currently in place (except as required by applicable law, such as with respect to minimum interest rate requirements to be treated as indebtedness for Tax purposes), or any other transaction permitted hereunder (including transactions described in clause (ii) of the definitions of “Sale Proceeds Deductions” and “IAC Distribution Deductions,” and in the definitions of “IAC Loans” and “Intercompany Loans”) or in any of the IAC Collateral Documents;

(iii) take any action in violation of (A) any applicable Law or any material order, writ, injunction and decree of any Governmental Authority applicable to such IAC or to its business or property, to the extent such violation would be materially adverse to such IAC, or (B) the Confirmation Order;

(iv) declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, other than a Restricted Payment that constitutes a distribution of Sale Proceeds or an IAC Distribution with respect to the IAC Payment Parties and IAC Holding Companies and Subsidiaries of IAC Payment Parties that receive such Restricted Payment;

(v) transfer, or grant a Lien in respect of, any direct or indirect equity interests in any IAC, IAC Holding Company, or any other Subsidiary of an IAC, IAC Holding Company or IAC Payment Party that owns interests in IACs (directly or indirectly) other than (A) to another IAC Payment Party that is within the same Payment Group so long as the interests in each IAC held, directly or indirectly, by such IAC Payment Party continue to be IAC Pledged Entities or owned, directly or indirectly, by an IAC Pledged Entity, *provided*, such actions do not adversely affect the perfection or priority of the Secured Party’s security interest in the IAC Pledged Shares, (B) in connection with and in furtherance of a Sale, or (C) to the MDT pursuant to the IAC Collateral Documents;

(vi) amend, restate, supplement or otherwise modify or waive any of its organizational documents or the organizational documents of its Subsidiaries, in each case, to the extent the same would reasonably be expected to be material and adverse to the MDT or the ability of the IAC to be sold; or

(vii) vote to enable, or take any other action to permit, any IAC Pledged Entity or its Subsidiaries to issue any additional Equity Interests, or to issue any Equity Interests or other securities convertible or exchangeable into additional Equity Interests of any IAC Pledged Entity or its Subsidiaries, other than transactions permitted pursuant to Sections 3.01 or 3.03(b), unless such additional Equity Interests are pledged by an IAC Payment Party or Subsidiary thereof pursuant to Section 3.06.

With respect to an IAC, if, at any time from the Settlement Effective Date until a Sale of all or substantially all assets or direct and/or indirect Equity Interests has been consummated with respect to such IAC in accordance with Section 3.01(a), such IAC is not or ceases to be Controlled by any IAC Payment Party but is Controlled by one or more other Sackler Parties, then each such Sackler Party shall use IACPP Efforts to cause such IAC to comply with this Section 3.03.

¹³ NTD: Subject to confirmation of the terms of such loan. NTD: Debevoise to provide summary.

In the event any Sackler Party or Family Member receives consideration in any transaction with an IAC, IAC Holding Company, IAC Payment Party (or Subsidiary thereof) that is prohibited by this Section 3.03(a), such Sackler Party (or the Payment Parties in the Family Group of such Family Member) shall deposit such amount into one or more of their IAC Accounts, in which event no Breach with respect to this Section 3.03(a) shall have occurred in connection with such transaction, subject to the terms of Section 9.01(b) (and so long as such payment has been made within the applicable cure period under Section 9.01(b)).

(b) Notwithstanding anything in this Section 3.03 to the contrary, any IAC, IAC Holding Company, IAC Payment Party or any entity Controlled (whether individually or as a group) by one or more IAC Payment Parties may (x) take commercially reasonable steps to reorganize the business and/or ownership structure of such IAC to the extent desirable to facilitate a Sale, including engaging in any internal corporate restructuring, reorganization or similar transaction of the applicable IACs or IAC Holding Companies (whether by way of conversion, recapitalization, reorganization or exchange of equity interests of one or more IACs or into one or more corporations, limited liability companies, limited partnerships or other business entities); *provided* that the Sackler Parties' Representative shall use commercially reasonable efforts to consult with the Advisors and the Tax Advisor and take into account in good faith advice, including advice on tax efficiency considerations, received in connection with such consultation, prior to any material decisions being made in respect of the actions in the foregoing clause (x); *provided further* that (I) the resulting, surviving, or transferee Person is an IAC, IAC Holding Company or an entity Controlled (whether individually or as a group) by the same IAC Payment Parties (or by IAC Payment Parties within the same Payment Group as such IAC Payment Party) and is subject to the Sale Obligations hereunder and (II) the interests in each IAC held, directly or indirectly, by each IAC Payment Party continue to be IAC Pledged Entities or owned, directly or indirectly, by an IAC Pledged Entity, and (y) make payments to, or receive payments from, any other IAC, any IAC Holding Company or any Subsidiary of an IAC Holding Company (whether in the form of indebtedness or otherwise), and the IAC Payment Parties may cause any IAC under their Control to take such actions as they deem appropriate, including incurring indebtedness, or providing funds in the form of dividends, IAC Loans, Intercompany Loans or otherwise to another IAC, an IAC Holding Company or an IAC Payment Party, in each case, in order to satisfy the Obligations pursuant to this Agreement; *provided* that, with respect to the foregoing clauses (x) and (y), such actions shall only be permitted if (A) (I) such reorganized, newly-formed or transferee IAC is an entity wholly-owned (whether individually or as a group), directly or indirectly by the same IAC Payment Parties (or by Payment Parties within the same Payment Group as such IAC Payment Party) and an IAC Pledged Entity and (II) the interests in each IAC held, directly or indirectly, by each IAC Payment Party continue to be IAC Pledged Entities or owned, directly or indirectly, by an IAC Pledged Entity, (B) such actions do not result in a disproportionate change to a Payment Group's aggregate level of direct or indirect ownership interests in an IAC, relative to any other Payment Group and (C) such actions do not adversely affect the perfection or priority of the Secured Parties' security interest in the IAC Pledged Shares.

(c) Each IAC Payment Party shall cause all proceeds from any IAC Distribution that are received by an IAC, an IAC Holding Company, an IAC Payment Party or any other Subsidiary of an IAC Payment Party, to be:

- (i) paid directly to a Tax authority to the extent used to satisfy a liability for any Tax imposed with respect to IAC Distribution,
- (ii) paid, to the applicable Third-Party Payees, in respect of IAC Distribution expenses, or
- (iii) distributed or otherwise paid to one or more IAC Payment Parties (which may include a Person who agrees in writing to become bound by the obligations of an IAC Payment Party hereunder) or Subsidiaries of such IAC Payment Parties (in which case such proceeds

shall be further distributed or paid to the parent entities of such Subsidiaries until they are actually received by an IAC Payment Party) and, upon the receipt by an IAC Payment Party of such proceeds, deposited into an IAC Account in accordance with Section 3.06(c).

Section 3.04 Implementation Limitations. The Sale Obligations of the IAC Payment Parties shall be subject to compliance with and may be limited by any applicable Laws (including the applicable Laws of any jurisdiction outside of the U.S. where any IAC Payment Parties, entities Controlled (whether individually or as a group) by one or more IAC Payment Parties, IACs or IAC Holding Companies are located and any fiduciary or other duties applicable under such Laws) (collectively, “Implementation Limitations”). In the event any Implementation Limitation prohibits, restricts, limits or conflicts with any of the obligations of the IAC Payment Parties to comply with the Sale Obligations, the IAC Payment Parties shall (and shall cause the IACs and their Subsidiaries to) use their commercially reasonable best efforts to seek any Consent from any applicable Governmental Authority or other Person required to eliminate any such prohibition, restriction, limitation or conflict, with any expenses related thereto deemed to be expenses incurred in connection with the Sale or prospective Sale of IACs for purposes of computing Net Proceeds; *provided* that no such Person shall be required to (i) compensate any Governmental Authority or other Person or (ii) offer or grant any accommodation (financial or otherwise) to any Governmental Authority or other Person to obtain any such Consent, but if any such compensation is made, any such action commenced or any such accommodation is granted, expenses in connection therewith shall be deemed to be expenses incurred in connection with the Sale or prospective Sale of IACs for purposes of computing Net Proceeds; *provided* that if, after the expiration of the Sale Period, the MDT takes any of the actions or otherwise makes a payment referenced in clause (i) or (ii) of this sentence, such payment of compensation, costs or expenses shall be repaid solely from proceeds of the relevant Sale prior to the application of any Sale Proceeds to the relevant Settlement Payment Obligations. Such compensation, costs and expenses, shall (x) be included in the calculation of Net Proceeds and (y) not be considered Payment Obligations hereunder, or obligations of any party to such Sale.

Section 3.05 Termination of Sale Obligations. All obligations of the IAC Payment Parties set forth in Section 3.01 through Section 3.04 and Section 3.07 (collectively, the “Sale Obligations”) shall terminate when all interests of the Sackler Parties in the IACs other than the Retained Interests have been disposed of. For the avoidance of doubt, the obligations set forth in the other provisions of this Agreement shall not be affected by the termination of the Sale Obligations.

Section 3.06 Pledge of Shares; Collateral Account.

(a) Each IAC Payment Party as collateral security for the payment in full when due of all Obligations of such IAC Payment Party (in each of its capacities hereunder, including as an IAC Payment Party, an A-Side General Obligor, and/or a Payment Party with respect to any Payment Group, as applicable), (i) shall grant a security interest in and Lien on the IAC Pledged Shares (and the proceeds and products thereof) held by such IAC Payment Party, and shall cause each Subsidiary of such IAC Payment Party that is an IAC Pledgor to grant a security interest in and Lien on the IAC Pledged Shares (and the proceeds and products thereof) held by each such Subsidiary to secure such Obligations, and (ii) shall grant a security interest in and Lien on each IAC Account (other than any IAC Account established in the name of the escrow agent in respect of such IAC Account and subject to an IAC Escrow Agreement) of such IAC Payment Party (and the proceeds and products thereof), in each case in favor of and for the benefit of the Secured Party pursuant to the terms and conditions of the IAC Collateral Documents.

(b) Each IAC Payment Party hereby agrees, and shall cause each of its Subsidiaries that are IAC Pledgors to agree, (i) to be bound by the terms of the IAC Collateral Documents applicable to it as the same may be in effect from time to time and (ii) to perform, or cause to be performed, its obligations thereunder in accordance therewith.

(c) Notwithstanding the termination of obligations pursuant to Section 3.05, each IAC Payment Party shall promptly deposit and maintain on deposit at all times (subject to the provisions of this Section 3.06), all Sale Proceeds or IAC Distributions (and in the case of any A-Side IAC Payment Party or Subsidiary thereof, any refunds of Taxes previously paid to a Tax authority out of Sale Proceeds received by such IAC Payment Party or a Subsidiary thereof (in which case such refund shall be further distributed or paid to the parent entities of such Subsidiaries until it is actually received by an IAC Payment Party)) received by such IAC Payment Party in an IAC Account in accordance with Section 3.01(a)(iii) and Section 3.03(c)(iii) (as though such provisions remained in effect, even if otherwise terminated in accordance with Section 3.05); *provided*, that (i) Permitted Withdrawals may be made by such IAC Payment Party pursuant to this Agreement; and (ii) such IAC Payment Party or its Subsidiary may (A) pay all or a portion of such Sale Proceeds or IAC Non-Tax Distributions to another IAC Payment Party for deposit in its IAC Account pursuant this Agreement or (B) make payments to Third-Party Payees or Tax authorities or to the MDT (or to satisfy any obligation arising under this Agreement, any other Settlement Agreement or settlements under the Plan that are not payable to the MDT).

(d) Until the date on which the MDT has been paid all Payment Obligations of the Payment Group(s) of which such IAC Payment Party is a member (including by way of prepayment or other advance payment pursuant to Section 2.03), (i) such IAC Payment Party shall have no right of withdrawal from an IAC Account other than pursuant to Section 3.06(c); *provided* that, notwithstanding the provisions of this Section 3.06(d), if the remaining unpaid Settlement Payment Obligations of any Payment Group of which such IAC Payment Party is a member are \$0, and no IAC Sale Bonus Payment is then owed by such IAC Payment Party, then such IAC Payment Party shall have the right (but not the obligation) to withdraw from its IAC Account an amount not to exceed the product of (1) the total amount then held in such IAC Account *multiplied by* (2) a fraction, the numerator of which is the number of Payment Groups of which such IAC Payment Party is a member whose remaining unpaid Payment Obligations are \$0 and the denominator of which is the total number of Payment Groups of which such IAC Payment Party is a member, and (ii) the funds on deposit in IAC Accounts shall be collateral security for the Obligations of the Payment Group(s) of which such IAC Payment Party is a member. In the event that, notwithstanding the provisions of this Section 3.06(d), any IAC Payment Party or any of its Subsidiaries receives any Sale Proceeds or IAC Distributions that are not otherwise permitted to be withdrawn from an IAC Account or are required to be deposited into an IAC Account, in each case pursuant to this Agreement, such Sale Proceeds or IAC Distribution shall be held in trust by such IAC Payment Party or such Subsidiary for the MDT, shall not be commingled with any of such Person's other funds or deposited in any account of such Person other than an IAC Account and shall be promptly deposited in the IAC Account pursuant to Section 3.06(c) hereof.

(e) Each IAC Payment Party shall promptly and duly take, execute, acknowledge and deliver, and shall cause each of its Subsidiaries that is an IAC Pledgor or IAC Pledged Entity to promptly and duly take, execute, acknowledge and deliver, all such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of this Article 3 in accordance with the IAC Collateral Documents, including all such actions to establish, create, preserve, protect, perfect, and maintain perfection of a first priority Lien on the IAC Collateral in favor of and for the benefit of the Secured Party (including IAC Collateral acquired after the date hereof) and to exercise any and all remedies in respect thereof.

(f) The IAC Collateral Documents shall provide that if an IAC Payment Party or any of its Subsidiaries becomes the direct or indirect owner of all or a portion of the Equity Interests of any IAC Pledged Entity, which Equity Interests have not previously been pledged pursuant to the IAC Collateral Documents, such IAC Payment Party shall promptly give notice of such acquisition to the Secured Party, and within sixty (60) calendar days (or such longer period as permitted by MDT, which permission shall not be unreasonably withheld) after the acquisition thereof (i) deliver or cause to be delivered to the Secured Party any certificates in respect of the Equity Interests of such IAC Pledged Entity, together with related

transfer powers duly executed in blank, (ii) in the case of Equity Interests of such IAC Pledged Entity in the form of uncertificated securities, execute and deliver (or cause to be executed and delivered) uncertificated securities control agreements, (iii) execute and/or deliver (or cause to be executed and delivered) such other IAC Collateral Documents or amendments, modifications or supplements thereto, in form and substance reasonably acceptable to the Secured Party, in order to maintain the validity and perfection of the security interests in such additional IAC Pledged Shares without lapse or change in priority and (iv) deliver proof of corporate (or comparable) action or incumbency of officers as any Secured Party shall reasonably request. If any IAC Payment Party or any of its Subsidiaries that is an IAC Pledgor or an IAC Pledged Entity (x) changes its legal name, (y) converts to a different form or to a different jurisdiction of organization or (z) changes the location of its chief executive office or principal place of business (or, if applicable, the location of the chief executive office, principal place of business or residence of any trustee of such IAC Payment Party or Subsidiary), such IAC Payment Party (A) shall promptly give notice to the Secured Party of such change describing such change, and (B) within sixty (60) calendar days (or such longer period as permitted by MDT, which permission shall not be unreasonably withheld) of such change shall execute and/or deliver (or cause its Subsidiaries to execute and deliver) such other IAC Collateral Documents and/or amendments, modifications or supplements to the IAC Collateral Documents, in form and substance reasonably acceptable to the Secured Party, in order to maintain the validity and perfection of the security interests in the relevant IAC Pledged Shares without change in priority.¹⁴

(g) Until the date on which the MDT has been paid the Payment Obligations of the Payment Group(s) of which such IAC Payment Party is a member (including by way of prepayment or other advance payment pursuant to Section 2.03), no Restricted Payment of any asset owned by any IAC, any IAC Holding Company or any Subsidiary of an IAC or IAC Holding Company (such asset, an “IAC Asset”) may be made by an IAC, IAC Holding Company or any Subsidiary of any of the foregoing, unless (i) such IAC Assets remain subject to the Sale Obligations or (ii) such Restricted Payment consists of Sale Proceeds or qualifies as an IAC Distribution that (to the extent required by this Agreement) is deposited into an IAC Account; *provided*, that if such Restricted Payment is of IAC Pledged Shares, such Restricted Payment shall not affect the perfection or priority of the Liens in such IAC Pledged Shares granted in favor of the Secured Party. For the avoidance of doubt and notwithstanding anything to the contrary herein, (i) nothing in this paragraph limits or restricts any Person’s ability to use, apply, or make distributions of, and the terms and conditions of Section 3.06(a), (b), (f) and this (g) and the IAC Collateral Documents shall not apply to, assets that are not IAC Accounts, IAC Assets or IAC Pledged Shares (to the extent such IAC Pledged Shares do not otherwise constitute IAC Assets), or proceeds of the foregoing (including IAC Distributions and Sale Proceeds) and (ii) nothing in this paragraph limits or otherwise modifies the definition of IAC Non-Tax Distributions.

Section 3.07 Failure to Sell IACs.

(a) If any IAC Payment Party has not completed the sale of all or substantially all of (A) its direct and/or indirect Equity Interests in all of the IACs and/or (B) the assets of each of the IACs on or prior to the expiration of the Sackler Sale Period (other than any Retained Interests), then the Sackler Parties’ Representative shall provide written notice to the MDT (an “Unsold IAC Notice”). If an IAC Payment Party has not delivered an Unsold IAC Notice to the MDT on or prior to the expiration of the Sackler Sale Period, the MDT may request that such IAC Payment Party either (x) certify that it has completed the sale of all or substantially all of (A) its direct and/or indirect Equity Interests in all of the IACs and/or (B) the assets of each of the IACs on or prior to the expiration of the Sackler Sale Period (other than any Retained Interests) or (y) deliver an Unsold IAC Notice, and such IAC Payment Party shall promptly comply with such request.

¹⁴ **Note to draft:** To discuss whether revised language is needed to permit a restructuring of IACs.

(b) During the period beginning on the date of delivery of an Unsold IAC Notice to the MDT and ending on the 180th calendar day following the date of such delivery (the “MDT/IAC Sale Notice Deadline”), the MDT may notify the Sackler Parties’ Representative that it intends to initiate a sale process with respect to the IAC(s) that are the subject of such Unsold IAC Notice (an “MDT/IAC Sale Process Notice”). If the MDT delivers an MDT/IAC Sale Process Notice to the Sackler Parties’ Representative on or prior to the MDT/IAC Sale Notice Deadline, then:

(i) The Parties will determine the value of the applicable IAC(s) pursuant to the appraisal process set forth below:

(A) Each of (x) the MDT and (y) the IAC Payment Parties shall appoint an independent appraiser to complete a fair market value appraisal of the applicable IAC, which appointment shall include an instruction to the appraiser to exclude from the value of such IAC the effect of any actual or contingent liabilities related to pending, threatened or potential opioid-related litigation.

(B) If the value provided by the appraisals by each of the appraisers are within a fifteen percent (15%) variance of the other, the average of the two appraisals will be used. In the event that the appraisals are not within fifteen percent (15%) variance of each other, a third appraiser shall be jointly appointed by the MDT and the IAC Payment Parties and provided with the same direction with regard to potential opioid-related litigation as was provided to the initial appraisers, the median valuation from the three fair market value appraisals shall serve as the value of the applicable IAC(s).

(ii) The MDT shall have twenty-four (24) months from the delivery of the MDT/IAC Sale Process Notice to identify one or more buyers for a Sale of the IAC(s) referenced in the Unsold IAC Notice. In furtherance thereof, the MDT may direct the IAC Payment Parties to evaluate in good faith any proposed transaction involving the disposition of all or substantially all of the direct or indirect Equity Interests of such IAC or all or substantially all of its assets (excluding Retained Interests), as applicable. This may include directing the IAC Payment Parties to cooperate in an auction of the IAC Pledged Shares or any other direct or indirect Equity Interests in such IAC(s).

(iii) For a period of twenty-four (24) months following the delivery of such MDT/IAC Sale Process Notice (as the same may be extended in accordance with the terms below, the “MDT Sale Period”), each IAC Payment Party shall, and shall cause its relevant Affiliates to, take all actions reasonably necessary to comply with a good faith direction (if any) delivered by the MDT in furtherance of a Sale of such IAC, including entering into a binding Sale agreement; *provided*, the IAC Payment Parties shall not be obligated (and shall not be obligated to cause any IAC) to enter into any such Sale agreement with respect to such IAC unless (A) the Sale Proceeds from such Sale would be greater than 80% of the appraised value of such IAC as determined pursuant to Section 3.07(b)(i) and (B) such Sale agreement is otherwise on customary and reasonable terms, as reasonably determined by the Sackler Parties’ Representative, and *provided, further*, that the MDT Sale Period may be extended for a period of twelve (12) months at the sole option of the MDT if at the time of the expiry of such MDT Sale Period, the MDT has received bona fide expressions of interest from third parties regarding a transaction involving the disposition of all or substantially all of the direct or indirect Equity Interests of such IAC or all or substantially all of its assets (excluding Retained Interests) that the MDT intends to pursue.

(c) If the MDT has not completed a Sale of the IAC(s) referenced in the Unsold IAC Notice by the end of the MDT Sale Period, and so long as a Sale is not otherwise pending consummation in

accordance with binding transaction documents related thereto, then the rights of the MDT to conduct the sale process pursuant to Section 3.07(b) shall revert to the IAC Payment Parties, and the IAC Payment Parties shall continue to have the obligations set forth in Section 3.01(a), Section 3.01(b) and Section 3.01(c), subject to Section 3.04 (provided, the obligations set forth in Section 3.02, Section 3.03, Section 3.06, Section 3.07(a) and Section 3.07(b) shall terminate).

(d) THE REMEDIES SET FORTH IN THIS SECTION 3.07 ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE MDT OR ANY PARTY TO ANY SETTLEMENT AGREEMENT OR THE PLAN WITH RESPECT TO ANY BREACH OR ALLEGED BREACH OF SECTION 3.01 OF THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE MDT WAIVES ANY RIGHT TO ENFORCE THE OBLIGATIONS OF THE IAC PAYMENT PARTIES PURSUANT TO SECTION 3.01 WITH RESPECT TO ANY IAC PRIOR TO THE EXPIRATION OF THE SACKLER SALE PERIOD APPLICABLE TO SUCH IAC.

ARTICLE 4. TAX MATTERS

Section 4.01 Restitution Payments.

(a) The Restitution Amounts (as defined in the following paragraph) paid in Cash and Cash Equivalents, in kind (by transfers of property) or otherwise, directly or indirectly, by, on behalf of, or at the direction of the Debtors, the IAC Payment Parties, or PRA L.P. or any of its direct or indirect interest holders (the “Payors”) pursuant to the Plan and/or this Agreement are hereby, in each case, based on the origin of the liability and the nature and purpose of the payments (as more fully described in the Disclosure Statement, the Plan, the Governmental Remediation Trust and the Tribe TDP), identified as amounts paid for restitution, remediation or that are paid to come into compliance with any law which was violated, in accordance with Section 162(f)(2)(A)(ii) of the Code (and the applicable Treasury Regulations promulgated thereunder) (collectively, “Restitution”), in each case in relation to the damage done and Alleged Harms suffered in connection with or arising out of Opioid-Related Activities with respect to the Products, as more fully described in the Disclosure Statement, the Plan, the Governmental Remediation Trust and the Tribe TDP. Restitution Amounts are paid by or on behalf of the Payors in order to restore, in whole or in part, the MDT, the Settling States, the Participating Subdivisions, the Private Claimants, and persons to the same or substantially similar position or condition that they would be in had the MDT, the Settling States, the Participating Subdivisions, the Private Claimants, and persons not suffered the Alleged Harms. Nothing in this Agreement, the Plan, Confirmation Order or any documents submitted in connection with the Plan is a binding determination on the IRS regarding whether the amounts paid as described herein satisfy the requirements of Section 162(f)(2) of the Code or any other requirements of Section 162(f) of the Code and applicable Treasury Regulations.

(b) To the extent relevant for purposes of Section 162(f)(2)(A)(ii) of the Code, the term “Restitution Amounts” shall comprise (i) the payment or transfer pursuant to the Plan of the Initial Public Creditor Trust Distributions; the NewCo Transferred Assets; and the Plan Effective Date Cash transferred to fund the MDT Operating Reserve, (ii) the payments to be made to the MDT pursuant to this Agreement in the aggregate amount of \$[●] plus any payments made pursuant to Section 2.06 and (iii) any other amounts paid or properties transferred to, or at the direction of, any government or governmental entity, pursuant to the Plan and/or this Agreement in relation to Opioid-Related Activities with respect to the Products and within the scope of Section 162(f) of the Code. The Restitution Amounts are less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States, the Participating Subdivisions, the Private Claimants and the General Unsecured Creditors; and the portion of the Restitution Amounts received by each of the Settling States, the Participating Subdivisions, the Private Claimants and the General Unsecured Creditors is less than or equal to the amount of the Alleged Harms

allegedly suffered by the Settling States, the Participating Subdivisions, the Private Claimants and the General Unsecured Creditors.

(c) Notwithstanding the foregoing, (i) no amounts described in Section 5.9 of the Plan or reported in connection with Section 4.01(f)(ii) and paid in connection with the Plan and/or this Agreement as reimbursement for costs of any government investigation or litigation concerning the violation or potential violation of any law, including attorney's fees, shall be treated as Restitution Amounts, (ii) neither the DOJ Forfeiture Payment, nor any amount paid to the United States pursuant to Section 4.3(b) of the Plan for Federal Government Unsecured Claims (Class 3), shall be treated as Restitution Amounts, (iii) no portion of the Settlement Payments constitutes the disgorgement of any allegedly ill-gotten gains; and (iv) no portion of the Settlement Payments is paid for, is in place of, or is properly characterized as the payment of any fine, penalty, punitive damages, or other punitive assessments. [All Restitution Amounts shall be used in accordance with the terms of the Plan, this Agreement and the Creditor Trust Documents, including for Opioid Remediation (as defined in the Governmental Remediation Trust and the Tribe TDP, as applicable), as more fully set forth in such documents.¹⁵]

(d) For purposes of this Section 4.01, (x) the amount of any payment made in Cash and Cash Equivalents shall be equal to the face amount of such Cash and Cash Equivalents, and the amount of any payment made through a transfer of other property shall be equal to the fair market value of such property as of the time of each such transfer; (y) the terms used in this Section 4.01 shall be interpreted in conformity with the meaning of such terms as used in Section 162(f) of the Code and the Treasury Regulations promulgated thereunder; and (z) the term "Plan" shall include the Plan, any other documents and agreements contemplated by the Plan, any other documents and agreements which are supplemental or ancillary to the Plan and any court order or judgment relating to the foregoing.

(e) For the avoidance of doubt, nothing in this Section 4.01 shall bind the IRS with respect to tax treatment, tax reporting or information reporting, and (i) no party other than PRA L.P., the IAC Payment Parties, the Shareholder Released Parties and their non-Debtor Related Persons and other Sackler Parties (collectively, the "Relevant Parties") shall be responsible for obtaining any Tax deductions or other Tax treatment claimed by any Relevant Party in connection any payments or transfers under this Agreement or the Plan, including all amounts intended to constitute Restitution (collectively the "Tax Treatment"), (ii) nothing in this Agreement shall impose on the Debtors, any Holder of an Allowed Claim, the MDT, any Creditor Trust, the Plan Administration Trust or any other entity created pursuant to the Plan (including without limitation Foundation, NewCo and their Subsidiaries), or any Related Person of any of the foregoing (collectively, the "Other Parties") any liability with respect to the Tax Treatment (including without limitation the failure of any Relevant Party to obtain such Tax Treatment) and (iii) none of the Other Parties shall have any obligation to indemnify, defend, or otherwise hold harmless any party with respect to any loss, denial, deferral, curtailment or impairment of such Tax Treatment or any related costs, interest or penalties, nor shall the failure of any party to obtain such Tax Treatment give rise to any right of any Relevant Party to any deduction, counterclaim, defense, recoupment or setoff with respect to any payments they are required to make pursuant to this Agreement or the Plan.

(f) Use of Settlement Payments.

(i) Other than with respect to Estate Payments allocated in accordance with Section 5.9(a) and (b) of the Plan, it is the intent of the Parties that the Estate Payments disbursed to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section 4.01(f)(ii). In no event may less than ninety-five (95%) of the Payment Groups' amount of such Estate Payments disbursed to Settling States and

¹⁵ NTD: subject to ongoing tax discussions.

Participating Subdivisions over the entirety of all such Estate Payments (but not for any single Payment Date) be spent on Opioid Remediation.

(ii) While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G to the Governmental Entity & Shareholder Direct Settlement Agreement may use monies from Estate Payments (excepting Estate Payments allocated in accordance with Section 5.9(a) and (b) of the Plan) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G to the Governmental Entity & Shareholder Direct Settlement Agreement uses any monies from such Estate Payments for a purpose that does not qualify as Opioid Remediation, such Settling State or such Participating Subdivision shall identify such amounts and report to the Settlement Administrator and the Sackler Parties' Representative how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively; provided, however, that because such fees and costs are anticipated to be funded from Estate Payments and other sources, such reporting shall be provided on aggregate basis regardless of source. It is the intent of the Parties that the limited reporting duty contemplated under this Section shall be discharged by the public posting of such information. Such reporting shall be made to the Settlement Administrator with respect to each six-month period ending on June 30 or December 31 of any year in which funds are received from the Settlement Fund. Settling States and Participating Subdivisions shall make each such report within ninety (90) days of the end of the applicable six-month period. The Settlement Administrator shall set up a system to receive and preserve reports from Settling States and Participating Subdivisions that have used monies from the Settlement Fund for purposes that do not qualify as Opioid Remediation. The Settlement Administrator will not require Settling States and Participating Subdivisions without any such uses of money to submit a report, and the Settlement Administrator may treat the failure to submit a report as confirmation that a Settling State or Participating Subdivision had no such uses of money. For the avoidance of doubt, (i) any Estate Payment amounts (excepting Estate Payments allocated in accordance with Section 5.9(a) and (b) of the Plan) not identified under this Section as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount and (ii) Participating Subdivisions not listed on Exhibit G to the Governmental Entity & Shareholder Direct Settlement Agreement may only use monies from such Estate Payments for purposes that qualify as Opioid Remediation.

Section 4.02 Settlement Payments. For the avoidance of doubt, all Parties agree that no Settlement Payments or portion thereof are "payments in compensation for late or delayed transfers" under Treasury Regulations Section 1.468B-2 and shall treat and report all such payments consistent with such characterization, unless otherwise required by applicable Law.

Section 4.03 Qualified Settlement Funds. All Parties agree to treat the Master Disbursement Trust, each Creditor Trust, and the Tribe Trust (other than any Tribe Trust entity that is formed as a legal entity other than a trust) QSFs, and all Parties shall report consistently with the foregoing for all applicable U.S. federal income or other Tax purposes. Accordingly, all parties acknowledge and agree notwithstanding anything to the contrary in this Agreement that (i) the Settlement Payments are intended to be treated as amounts transferred to a QSF by, or on behalf of, a Transferor to resolve or satisfy a liability for which the QSF is established, and (ii) the actual or deemed payment or reimbursement of an amount by MDT or any Creditor Trust, if any, is intended to be permitted hereunder solely for claims that are either of the same type as the claims for which MDT and the Creditor Trusts are established or of another type that arises from the same event or related series of events for which MDT and the Creditor Trusts are established within the meaning of QSF Regulations 1.468B-1(h)(2).

Section 4.04 Settlement Agreement. All Parties intend and agree that this Agreement shall be treated for all applicable Tax purposes as a contractual agreement to make payments in respect of an agreed

settlement of claims. Breach Fees payable pursuant to Section 9.05 of this Agreement shall be treated for all applicable Tax purposes as a contractual late payment fee in respect of late or delayed transfer of payments due pursuant to this Agreement.

Section 4.05 Forms W-9. On or before the Settlement Effective Date, each of PRA L.P. and MDT shall provide the other with a properly completed and validly executed IRS Form W-9 (or any successor form) certifying that it is exempt from U.S. federal backup withholding and U.S. federal income withholding tax. Each of PRA L.P. and the Master Disbursement Trust agrees that if the IRS Form W-9 (or any successor form) previously delivered expires or becomes obsolete or inaccurate in any respect, it shall promptly provide the other party with a properly completed and validly executed IRS Form W-9 (or any successor form).

Section 4.06 Intentionally Omitted.

Section 4.07 Tax Reporting. For U.S. federal income tax purposes, the relevant IAC Payment Party(ies) is intended to be treated as the owner of each IAC Account. All interest or other income earned in any IAC Account shall be properly reported to all relevant taxing authorities by the relevant IAC Payment Party(ies) as owner of the IAC Account for all tax purposes whether or not such income has been distributed during such year.

Section 4.08 Tax Cooperation.

(a) Subject to the limitations set forth herein, upon the reasonable written request by the Sackler Parties' Representative or PRA LP to the MDT or the Designated State, each of the MDT and the Designated State agrees to cooperate in good faith with the Sackler Party Representative or PRA LP, as the case may be, to timely provide such further information and documents in its possession or reasonably available to it or to the Settling States, and use reasonable efforts to timely execute and deliver such further documents in its possession or in the possession of the Settling States as may be reasonably necessary for Payment Parties or PRA LP to establish the statements set forth in Section [4.01] to the reasonable satisfaction of their tax advisors and their independent financial auditors, including as contemplated by Section 162(f) of the Internal Revenue Code of 1986, as amended, and 26 C.F.R § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance, or that are reasonably necessary with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding with the Internal Revenue Service or other governmental authority relating to such matters ("Tax Matters"). All requests must reasonably detail the purpose for requesting the documents or other information at that time.

(b) The MDT and the Settling States agree to timely and reasonably cooperate with the Designated State in connection with any reasonable requests made hereunder. Such cooperation shall be limited to (x) the retention and provision (upon reasonable written request by the Sackler Parties' Representative or PRA LP) of records and information which are reasonably relevant to any such Tax Matters, and which are in the possession of the MDT or the Settling States or reasonably available to them, and (y) making employees and other personnel reasonably available on a mutually convenient basis to timely provide additional information reasonably requested and explain any material provided hereunder to the extent such cooperation does not materially and adversely affect the cooperating party. The Sackler Parties' Representative shall use reasonable efforts to make requests under this Section 4.08 no more frequently than quarterly, other than in connection with circumstances in which a more timely response is required to respond to a request from a taxing authority.

(c) Nothing in this Section 4.08 shall require the MDT, the Designated State, any Settling State or any Participating Subdivision to (i) provide any information or document that has been filed with the

Bankruptcy Court or otherwise made publicly available by the public posting of such information or document; (ii) retain information or records other than in accordance with any applicable retention policy except with respect to reasonable written requests by the Sackler Parties' Representative or PRA LP made to the MDT or the Designated State; (iii) provide information or documents that have been previously provided to the Sackler Parties' Representative or PRA LP; (iv) search and/or produce e-mail or physical records, except to the extent reasonably necessary to identify information or documents relevant to any reasonable request made hereunder; (v) provide information or documents that would result in a violation of applicable law; (vi) provide information or documents that are privileged; (vii) bear any out-of-pocket costs or expenses; or (viii) provide information or documents that would result in a breach of a confidentiality agreement or obligation. In each such case where the MDT, the [Designated State], a Settling State or a Participating Subdivision does not provide a document or other information solely pursuant to the preceding sentence, the MDT, the Designated State, Settling State or Participating Subdivision shall inform the Sackler Parties' Representative, or PRA LP to the extent legally permissible, of the basis on which information was not provided. Other than with respect to Section 4.01(f)(ii), and notwithstanding anything else herein to the contrary, the MDT, the Designated State, the Settling States and Participating Subdivisions shall have no obligation to trace funds received pursuant to this Agreement or the Governmental Entity & Shareholder Direct Settlement Agreement; and no Settling State or Participating Subdivision shall have any obligation or responsibility for any other Settling State or Participating Subdivision under this Section 4.08.

(d) Pursuant to 26 C.F.R. § 1.6050X-1(a) and (b), the Designated State, on behalf of the MDT and all Settling States and Participating Subdivisions shall designate one of its officers or employees to act as the "appropriate official" within the meaning of 26 C.F.R. § 1.6050X-1(f)(1)(ii)(B) (the "Appropriate Official"). The Designated State shall use reasonable best efforts to direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U to the Governmental Entity & Shareholder Direct Settlement Agreement with respect to PRA LP and the Payment Parties and (ii) any legally required forms, returns or amended returns with any applicable governmental authority, or any returns reasonably requested by PRA LP or a Payment Party, and (b) provides the Sackler Parties' Representative a copy of (i) the IRS Form 1098-F filed with respect to PRA LP or such Payment Party and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such forms, returns, or statements shall be prepared and filed in a manner fully consistent with Section [4.01] and as set forth in Section [4.01(d)].

(e) Any form, return, amended return, or written statement filed or provided pursuant to Section [4.08(d)], and any similar document, shall be prepared and filed in a manner consistent with reporting on IRS Form 1098-F. If the Designated State or Appropriate Official shall be required to file any form, return, amended return, or written statement contemplated by this Section [4.08] other than an IRS Form 1098-F in the form attached as Exhibit U to the Governmental Entity & Shareholder Direct Settlement Agreement, the Designated State shall use reasonable best efforts to direct and ensure that the Appropriate Official provides to the Sackler Parties' Representative or PRA LP a draft of such form, return, amended return, or written statement in respect of the Payment Parties or PRA LP no later than sixty (60) calendar days prior to the due date thereof, and shall accept and reflect any reasonable revisions from or on behalf of the Sackler Parties' Representative or PRA LP on the return, amended return, or written statement in respect of the Payment Parties or PRA LP.

(f) For the avoidance of doubt, neither the Payment Parties, the MDT, the Designated State, nor the Settling States make any warranty or representation to any Payment Party, the MDT, Settling State, or Releaser as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof), and nothing in this Agreement shall impose on the MDT, the Designated State, or the Settling States any liability with respect to any tax or related obligation of the Shareholder Released Parties,

or obligation to indemnify, defend, or otherwise hold harmless any Shareholder Released Party for any tax or other obligations.

Section 4.09 Private Trusts Reporting. Notwithstanding anything to the contrary herein or otherwise, none of the Private Creditor Trusts or the Public Schools Trust shall be required to provide any tax information or cooperation, or to assist in tax reporting or other tax compliance, to or for benefit of the Shareholder Released Parties or the Sackler Parties' Representative or otherwise hereunder in connection with tax matters, except for (a) periodic forwarding, not more frequently than every three months, of applicable bank statements, or, (b) solely at the applicable trustee's election, such other reporting as provides the Sackler Parties' Representative with substantially similar relevant information as appears in such bank statements, in each case, which the applicable trustee may redact (or cause to be redacted) to exclude information that it considers not reasonably necessary for the Shareholder Released Parties' tax reporting.

ARTICLE 5. RESERVES.

Section 5.01 PAT Disputed Claims Reserves, Creditor Trust Non-Participating Claims Reserves and Released Claims Reserves.

(a) On the Plan Effective Date, the Plan Administration Trust and each Creditor Trust shall establish the PAT Disputed Claims Reserves and Creditor Trust Non-Participating Claims Reserves (collectively, "Reserves" and each individual reserve, a "Reserve"), by funding amounts in accordance with Sections 7.2(b), 7.2(c) and 7.2(d) of the Plan, as applicable. Following the Plan Effective Date, additional amounts shall be funded to the Reserves in accordance with the terms of the Plan.¹⁶

(b) Following the Plan Effective Date, if any Disputed Claim or Non-Participating Claim becomes an Allowed Claim, then (A) the amount reserved for such formerly Disputed Claim or Non-Participating Claim (net of expenses incurred) shall be released from the relevant Reserve(s) and transferred in accordance with the terms of Sections 7.7(a), 7.7(b), and 7.7(c) of the Plan, as applicable, and (B) thereafter, amounts that would have been funded to such Reserve(s) with respect to such Disputed Claim or Non-Participating Claim shall instead be distributed in accordance with the terms of Sections 7.7(a), 7.7(b), and 7.7(c) of the Plan, with the Master Disbursement Trust serving as administrative agent in relation thereto, as applicable. If any Disputed Claim or Non-Participating Claim becomes a Disallowed Claim at any time, then: (A) any amount reserved for such Disputed Claim or Non-Participating Claim and funded to a Reserve from Settlement Payments shall be released from such Reserve, and transferred to the corresponding Released Claims Reserve, in accordance with Sections 7.8(a), 7.8(b), and 7.8(c) of the Plan, and (B) thereafter, amounts of Settlement Payments that would have been funded to a Reserve with respect to such Disputed or Non-Participating Claim shall instead be funded to the relevant Released Claims Reserve, as provided in the Plan. Amounts in a Reserve that were funded from sources other than Settlement Payments and any future such amounts shall be addressed in accordance with the Plan. On the Plan Effective Date (and thereafter to the extent reasonably practicable), all Reserve(s) shall be funded from Settlement Payments.

(c) Each Payment Group shall comply with the funding, reimbursement and reporting obligations with respect to the Released Claims Reserves and its associated Litigation Costs as set forth in Exhibit N, and in furtherance thereof may access the Released Claims Reserves for Litigation Costs related to a given Plan Class on the terms and subject to the conditions and limitations set forth in Exhibit N, other

¹⁶ NTD: Plan to be updated to ensure that MDT has access to reporting on the Non-Participating Channeled Claims Reserves and Released Claims Reserves.

than a Payment Group or Payment Party in respect of which a Specified Breach has occurred and is continuing.

(d) Amounts shall be released from the Released Claims Reserves at the times and in the amounts, subject to the terms and conditions, as provided in Exhibit N. Amounts released from the Released Claims Reserve to any Creditor Trust, including amounts initially funded by RCR Top Off Payments, if any, shall be distributed in the same manner as Estate Payments under the Settlement.

(e) For the avoidance of doubt, and notwithstanding anything to the contrary in this Section 5.01, Exhibit N, or elsewhere, none of the A-Side Payment Parties comprising A-Side Payment Group 8 shall have any funding or reimbursement obligations under this Section 5.01 or Exhibit N, except for their obligation to pay a portion of the Estate Payment on the Settlement Effective Date, the fifth (5th) Payment Date and the sixth (6th) Payment Date to the Reserve(s) and/or the Special Operating Reserve.

Section 5.02 Special Operating Reserve Initial Funding and Mechanics.

(a) On the Plan Effective Date, the MDT shall establish a separate segregated, interest-bearing escrow account (the “Special Operating Reserve”) and fund the Special Operating Reserve with \$200 million from Estate Payments made on the Plan Effective Date and, by withholding from distributions otherwise included in Estate Payments as follows: (A) \$20 million from distributions to the Private Claimants,¹⁷ and (B) \$180 million from distributions to the non-federal governmental entities and tribes, in each case, as set forth in the Plan.

(b) On the terms and subject to the conditions and limitations set forth in Exhibit N:

(i) Each Payment Group shall comply with the funding, reimbursement and reporting obligations with respect to the Special Operating Reserve and associated Litigation Costs as set forth in Exhibit N, and in furtherance thereof may access the Special Operating Reserve if and to the extent its Litigation Costs exceed its Retained Payment Amount, other than a Payment Group or Payment Party in respect of which a Specified Breach has occurred and is continuing.

(ii) If a Payment Group withdraws funds from the Special Operating Reserve and its Retained Payment Amount subsequently exceeds its Litigation Costs, such Payment Group shall be obligated to top up the Special Operating Reserve, as set forth in Exhibit N.

(iii) As set forth in Exhibit N, on the second Payment Date and each Payment Date thereafter, until there has been reversion as contemplated by Exhibit N (x) if the balance in the Special Operating Reserve is less than \$300 million, the MDT shall deposit out of Estate Payments made on such Payment Date additional amounts into the Special Operating Reserve to the extent necessary to increase the balance in the Special Operating Reserve to \$300 million and (y) if the balance of the Special Operating Reserve is more than \$300 million, the MDT may withdraw the excess and apply such Sweep Amount (as defined in Exhibit N) for the benefit of the [non-federal governmental entities and tribes] as set forth in Exhibit N.

(iv) Following the later of the sixth Payment Date and the date that no Material Litigation is pending, amounts will be released from the Special Operating Reserve as set forth in Exhibit N.

¹⁷ NTD: The Plan to provide for amounts to come from each of the Private Claimants.

(c) Amounts released from the Special Operating Reserve to the MDT, including SOR Top Off Payments, if any, shall be distributed in the same manner as Estate Payments under the Settlement.

(d) So long as funds remain in the Special Operating Reserve that can be used by a Payment Group, all proposed settlement agreements between that Payment Group and non-federal governmental entities or the private claimants, or decisions not to appeal an appealable judgment, must be submitted to the MDT Advisory Council for consent in the manner set forth in Exhibit N.

(e) The MDT and the Sackler Parties' Representative shall be subject to the notification, reporting and review rights and obligations in respect of matters relating to the Released Claims Reserves, the Special Operating Reserve, Retained Payment Amounts and Litigation Costs set forth in Exhibit N.

(f) In case of any conflict between the provisions herein and the provisions of Exhibit N, the provisions of Exhibit N shall control.

(g) For the avoidance of doubt, and notwithstanding anything to the contrary in this Section 5.02, Exhibit N, or elsewhere, none of the A-Side Payment Parties comprising A-Side Payment Group 8 shall have any funding or reimbursement obligations under this Section 5.02 or Exhibit N, except for their obligation to pay a portion of the Estate Payment, on the fifth (5th) Payment Date and/or sixth (6th) Payment Date, to the Reserve(s) and/or the Special Operating Reserve.

ARTICLE 6. TERMINATION.

Section 6.01 Termination of Agreement. This Agreement shall terminate under the circumstances set forth on Exhibit I or Section 11.06(c).

ARTICLE 7. REPRESENTATIONS AND WARRANTIES OF THE SACKLER PARTIES

The Sackler Parties' Representative (with respect to Section 7.07), and each Sackler Party (with respect to each Section in this Article 7 other than Section 7.07) represents and warrants (in each case, solely as to itself) to the MDT that, as of the Agreement Effective Date (*provided* that (i) any A-Side Payment Party that is a Trust governed in whole or in part by the law of Jersey (Channel Islands) makes such representation and warranty as of the date such A-Side Payment Party receives a Court Order applicable to it as described in Section 10.01(a)(viii) and (ii) the JDS Estate and any other Payment Party subject to Section 10.01(c) and Section 10.01(d) makes such representation and warranty as of the date it receives the court approval described in Section 10.01(c)), the Settlement Effective Date, and each anniversary of the Settlement Effective Date (in each case, except to the extent a representation or warranty is expressly made as of a specific date, in which case it is made only as of such date):

Section 7.01 Formation and Power.

(a) Each such Sackler Party that is not a Trust, decedent's estate or natural person, including a corporation, limited liability company or limited partnership, (i) is duly formed, validly existing and in good standing or the equivalent thereof (to the extent such concepts are recognized under applicable Law) under the Laws of its jurisdiction of formation, with full power and authority to enter into this Agreement and the Collateral Documents to which it is a party and perform all of its obligations hereunder and thereunder; *provided*, that solely with respect to any Trust subject to Section 10.01(c) and Section 10.01(d), such power and authority, solely as it relates to the guarantee of an estates obligations, shall be subject to the approval of the applicable court, (ii) is duly qualified and authorized to do business and in good standing or the equivalent thereof (to the extent such concepts are recognized under applicable Law) under the Laws of

each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification and (iii) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; in the case of clauses (ii) and (iii), except as would not materially adversely affect the ability of such Sackler Party to enter into this Agreement or the Collateral Documents to which it is a party and perform its obligations hereunder or thereunder.

(b) Each such Sackler Party that is a Trust (i) was duly created under the laws of its Original Jurisdiction of Creation as set forth on Exhibit R, (ii) has its situs and principal place of administration, and validly exists under the laws of, its Jurisdiction of Administration as set forth on Exhibit R and (iii) is governed (taking into account any express provisions in its organizational documents) by the laws of its Governing Law Jurisdiction as set forth on Exhibit R. With respect to such Trust, Exhibit R sets forth a true and complete list of (A) its currently acting trustees, (B) its Power Holders, (C) its Required Interested Persons, (D) its Beneficiary Interested Persons and beneficiaries under a legal disability (with an accurate notation identifying each such beneficiary, if any, that is under a legal disability (e.g., is a minor) and the date of birth of any such individual under a legal disability who is not a minor and with minors identified by year of birth and familial relationship such as “Child # 1 of [Name], [year of birth]” and not by actual name) and (E) its Possible Refunding Trusts, if any. The information on Exhibit R related to the information regarding the Trusts described in this Section 7.01(b) may be amended by the Sackler Parties’ Representative at any time and from time to time to reflect changes occurring with respect thereto after the date hereof, *provided* that notice and a copy of such amendment shall be provided promptly to the MDT, in which case the representation and warranty set forth above with respect to such Exhibit R shall be true and correct as of the date of such amendment.

(c) With respect to the Sackler Party that is the JDS Estate, the JDS Estate (i) has its situs and principal place of administration as set forth on Exhibit R, and (ii) has a governing instrument that was admitted to original probate, with permanent letters issuing to its personal representative(s), by the court set forth on Exhibit R. Exhibit R sets forth a true and complete list of (A) the JDS Estate’s currently acting personal representatives, (B) the JDS Estate’s Power Holders, (C) the JDS Estate’s Required Interested Persons, and (D) the JDS Estate’s Beneficiary Interested Persons and beneficiaries under a legal disability (with an accurate notation identifying each such beneficiary, if any, that is under a legal disability (e.g., is a minor) and the date of birth of any such beneficiary under a legal disability who is not a minor and with minors identified by year of birth and familial relationship such as “Child # 1 of [Name], [year of birth]” and not by actual name).

(d) In the case of a Sackler Party that is a Trust or the JDS Estate, the trustees of each Trust and the personal representatives of the JDS Estate (i) have been duly appointed and are validly acting as the trustees and personal representatives of each Trust and the JDS Estate, (ii) are resident and/or have their respective principal place of business as set forth on Exhibit R, (iii) in the case of trustees and personal representatives that are not individuals (x) are duly formed, validly existing and in good standing or the equivalent thereof (to the extent such concepts are recognized under applicable Law) under the Laws of their jurisdiction of formation, with full power and authority to act and exercise their powers and authorities as a trustee or personal representative of such Sackler Party, (y) are duly qualified and authorized to do business and in good standing or the equivalent thereof (to the extent such concepts are recognized under applicable Law) under the Laws of their jurisdiction of formation and each other jurisdiction where their acting as trustees or personal representatives of such Sackler Party requires such qualification, authorization and good standing (with respect to the administration of the Trust or the JDS Estate as currently conducted) and (z) have all requisite governmental licenses, authorizations, consents and approvals to operate its businesses (to the extent relevant to acting as a trustee, personal representative or otherwise join in the administration, of the Trust and the JDS Estate) as currently conducted; in the case of clauses (y) and (z), except as would not materially adversely affect the ability of such Sackler Party (or such trustee or personal representative in its own capacity on their behalf) to enter into this Agreement or the Collateral Documents

to which such Sackler Party is a party and perform its obligations hereunder and thereunder (if applicable), (iv) have all requisite power and authority in their own capacities acting on their own behalf to serve as trustees and personal representatives of such Sackler Party, and (v) have all requisite power and authority in their capacities as trustees and personal representatives of such Sackler Party to execute, deliver and perform such Sackler Party's obligations (which for the avoidance of doubt are the obligations of the trustees or personal representatives thereof in their capacities as trustees and personal representatives thereof) under this Agreement and the Collateral Documents to which such Sackler Party is a party.

(e) Except (i) to the extent investment discretion has been delegated to investment managers, and (ii) for contractual restrictions related to specific investments, each trustee of such Sackler Party that is a Trust and each personal representative of the JDS Estate (or, for the avoidance of doubt but subject to the proviso of this Section 7.01(e), in the case of a Trust with more than one trustee or if at the time of the making of this representation there shall be more than one personal representative of the JDS Estate, the trustees of such Trust and the personal representatives of the JDS Estate) has sole discretion, power and authority to manage and control the assets of the Trust and the JDS Estate, as applicable, for both investments and determinations of distributions, to sell, exchange, invest, reinvest, dispose of, or pledge the assets of the Trust and the JDS Estate, as applicable, including the IAC Pledged Shares and the other Collateral owned by such Person, and to incur debt and enter into agreements to pay or make binding guarantees, subject to the restrictions and qualifications (if any) set forth in the governing instruments of such Trust or the JDS Estate requiring the trustee or personal representative, as applicable, to obtain the consent of a protector or other Person (a "Consent Person"), which restrictions and qualifications (including the identity of all Consent Persons) are each listed on Exhibit Q,¹⁸ in order to take certain actions; *provided* that, for the avoidance of doubt, in the case of a Trust with more than one trustee whose Trust instrument confers any such discretion, power or authority on one or more but less than all of the trustees (or if at the time of the making of this representation there shall be more than one personal representative of the JDS Estate), the representation made in this Section 7.01(e) shall, insofar as such discretion, power or authority is concerned, be read to apply only to the trustee or trustees (or personal representative or representatives) having such discretion, power or authority.

Section 7.02 Authority; Enforceability

(a) The execution, delivery and performance of this Agreement and the Collateral Documents to which it is a party by each Sackler Party that is not a Trust, the JDS Estate or a natural person, including a corporation, limited liability company or limited partnership, and the consummation by such Sackler Party of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate, limited liability company, partnership or other entity action by such Sackler Party, and no other proceedings on the part of such Sackler Party are necessary to authorize the execution, delivery or performance of this Agreement or the Collateral Documents to which it is a party by such Sackler Party. This Agreement and the Collateral Documents to which it is a party have been duly and validly executed and delivered by such Sackler Party, and this Agreement and the Collateral Documents to which it is a party constitute valid and binding obligations of such Sackler Party, enforceable against such Sackler Party in accordance with their terms, except as such enforceability may be limited by Bankruptcy Matters, or by general equitable principles.

(b) The execution, delivery and performance of this Agreement and the Collateral Documents to which it is a party by each Sackler Party that is a Trust or the JDS Estate and the consummation by such Sackler Party of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite trust or estate administration action, as applicable (including without limitation by any requisite action of any applicable Consent Person and approval by the Royal Court of Jersey (Channel

¹⁸ NTD: Please provide.

Islands) (“Court Approval”)) and no other proceedings on the part of such Sackler Party is necessary to authorize the execution, delivery or performance of this Agreement or the Collateral Documents to which it is a party by such Sackler Party or any Consent Person. This Agreement and the Collateral Documents to which it is a party have been duly and validly executed and delivered by such Sackler Party, and this Agreement and the Collateral Documents to which it is a party constitute valid and binding obligations of such Sackler Party, enforceable against such Sackler Party in accordance with their terms, except as such enforceability may be limited by Bankruptcy Matters, or general equitable principles which, for the avoidance of doubt, do not include for these purposes any limitations for such purpose by reason of trustee or personal representative fiduciary duties, including duties of prudence and undivided loyalty.

(c) The execution, delivery and performance of this Agreement and the Collateral Documents to which it is a party by each Sackler Party that is a natural person have been duly and validly executed and delivered by such Sackler Party, and this Agreement and the Collateral Documents to which it is a party constitute valid and binding obligations of such Sackler Party, enforceable against such Sackler Party in accordance with their terms, except as such enforceability may be limited by Bankruptcy Matters, or by general equitable principles.

Section 7.03 No Contravention. Subject to the Implementation Limitations, the execution, delivery and performance of this Agreement and the Collateral Documents to which it is a party by each Sackler Party (including for the avoidance of doubt by the trustees of a Sackler Party that is a Trust) does not (a) contravene the terms of any such Sackler Party’s organization documents (including trust documentation), (b) violate any Law, (c) violate any fiduciary duty owed to any Person, (d) violate any other agreement, instrument or trust or other restrictions to which such Sackler Party (or the trustees thereof in their capacities as such trustees) are subject or (e) violate or contravene any order or approval of any court or other governmental or judicial authority; in the case of clauses (b) through (e), except as would not materially adversely affect the ability of such Sackler Party (or the applicable trustee on their behalf) to enter into this Agreement or the Collateral Documents to which it is a party and perform its obligations hereunder and thereunder.

Section 7.04 Net Asset Reports. Except with respect to any projections, forecasts or other forward-looking information set forth therein, and subject to the qualifications, estimates and methodology set forth therein, (i) if such Sackler Party is an Initial Covered Sackler Person (as defined in the Case Stipulation), then the applicable Net Asset Presentations fairly present, in all material respects, the balance sheets of such Sackler Party as of the respective dates set forth therein, and (ii) if such Sackler Party is not an Initial Covered Sackler Person, then the additional balance sheet information provided to the Debtors and their advisors by Huron Consulting Group with respect to such Sackler Party and the other members of such Sackler Party’s Family Group fairly presents, in all material respects, the balance sheets of such Persons as of the respective dates set forth therein.

Section 7.05 List of IACs. Each of the representations made in clauses (a) through (i) of this Section 7.05 is made by the members of each Payment Group, as of the date hereof, solely with respect to the members of their Family Group, and, any such representation made by the members of a particular Payment Group, to the extent necessary, assumes the accuracy of any corresponding representation made by any Sackler Party that is not a member of such Payment Group.

(a) Exhibit E-1 sets forth:

(i) a true and complete list of all non-U.S. (and certain U.S.) pharmaceutical companies that are operating companies Controlled, directly or indirectly, individually or acting together with other Sackler Parties or their Affiliates, by one or more Sackler Parties, other than

those entities set forth on Exhibit E-2 (which for the avoidance of doubt, are not IACs for purposes of this Agreement); and

(ii) with respect to the A-Side IAC Payment Parties and the B-Side IAC Payment Parties, respectively, a true and complete list of all Subsidiaries of such A-Side IAC Payment Parties and B-Side IAC Payment Parties that directly or indirectly holds any common and preferred equity interests in any IAC (and with respect to each such Subsidiary that is not wholly owned by a single A-Side IAC Payment Party or B-Side IAC Payment Party, each other equity owner and the percentage interest thereof).

(b) Besides the IACs and the entities listed on Exhibit E-2, the members of each Payment Group are, solely with respect to the members of their Family Group, not aware of any other operating non-U.S. pharmaceutical headquartered company in which any of their members holds an equity interest in excess of 5% of such company's outstanding equity.

(c) All Equity Interests in each IAC that are owned, directly or indirectly by a member of a Family Group or any other Sackler Party are owned through one or more IAC Pledged Entities.

(d) All of the debt that has been provided directly or indirectly to an IAC or Subsidiary of an IAC by a Related Party of such IAC or Subsidiary of such IAC is ultimately owed, directly or indirectly, to the IAC Payment Parties.

(e) Except as set forth on Exhibit E-3, (i) the A-Side IAC Payment Parties directly or indirectly own 50% of the Equity Interests of the IACs and (ii) the B-Side IAC Payment Parties directly or indirectly own 50% of the Equity Interests of the IACs.

(f) Each IAC Pledgor is the record owner, and holds good and valid title to, the IAC Pledged Shares to be pledged by it pursuant to Section 3.06, free and clear of any and all Liens, and has not granted any option to purchase or agreed to sell any such IAC Pledged Shares to any third party. All Equity Interests in each IAC Pledged Entity are held directly by one or more IAC Pledgors and, collectively, the IAC Pledgors hold one hundred percent (100%) of the Equity Interests in the IAC Pledged Entities.

(g) The IAC Pledgors are comprised of all or certain of the IAC Payment Parties and their Subsidiaries.

(h) All loans owed by an IAC to a Sackler Party are either an Intercompany Loan or an IAC Loan.

(i) Any option to purchase any Equity Interests in an IAC held by any IAC Holding Company or any Subsidiary of an IAC Payment Party has been exercised.

Section 7.06 List of Assuring Parties. Exhibit K represents a true and complete list of each of the Assuring Parties included in such Sackler Party's Family Group as of the date hereof.

Section 7.07 IAC Incentive Compensation Arrangements. The IAC Incentive Compensation Arrangements are, and during the Sackler Sale Period will remain, in place. ¹⁹

¹⁹ NTD: Section 7.08 representations to be made by Side B only has been moved to Exhibit D.

ARTICLE 8. COVENANTS

Section 8.01 Non-Circumvention.

Each Sackler Party covenants and agrees that it shall not, and shall cause all Persons under its Control not to, intentionally take or fail to take any action a purpose or material effect of which is to avoid, circumvent, frustrate or impair the ability of any Sackler Party to satisfy its Obligations or other obligations under this Agreement or the Collateral Documents to which it is a party, the enforcement thereof or the ability of the MDT to recover any unpaid Obligations (a “Prejudicial Impact”); *provided* that, notwithstanding the foregoing, any Sackler Party may (i) for the avoidance of doubt, take any action expressly permitted by this Agreement (including the Credit Support Annexes) or the Collateral Documents to which it is a party and (ii) undergo a conversion, recapitalization, reorganization, division, appointment in further trust, appointment of new trustees or personal representatives or exchange of securities into one or more corporations, limited liability companies, limited partnerships, trusts or other entities, or otherwise terminate or restructure and distribute its assets and liabilities (in whole or in part) to one or more other Sackler Parties, and such action shall not constitute a Prejudicial Impact, but only, in each case, to the extent that (A) the resulting entity or trust assumes the obligations of such Sackler Party in this Agreement pursuant to a joinder agreement in the form attached hereto as Exhibit W, (B) to the extent such Sackler Party has provided Collateral to the MDT or any other Secured Party pursuant to any Collateral Document, such conversion, recapitalization, reorganization, division, appointment, exchange or other transaction shall not have the effect of rendering any liens in favor of the MDT or any other Secured Party granted by such Sackler Party pursuant to any Collateral Document invalid, unenforceable or unperfected or adversely affect the priority thereof and any surviving or resulting trust or entity shall take any and all steps as are necessary to maintain the MDT’s or such other Secured Party’s perfected security interest (without lapse or change in priority) and also complies with all applicable limitations and requirements imposed under each Collateral Document to which such Sackler Party is a party, (C) the resulting entity or Trust is in the same Payment Group as its predecessor, or, in the case of a Crossover Member, the Crossover Member allocates its assets and liabilities proportionately among all Payment Groups it belongs to, (D) in the case of a Trust, each trustee and each Assuring Party that is a Power Holder of the continuing or resulting Trust shall have delivered to the MDT a Trust Certification and Further Assurances Undertaking, respectively, and (E) in the case of any change in the personal representatives of the JDS Estate, each personal representative and each Assuring Party that is a Power Holder of the JDS Estate shall have delivered to the MDT an Estate Certification and Further Assurances Undertaking, respectively.²⁰

Section 8.02 No Interference²¹. Each Sackler Party hereby covenants and agrees that it will not, and shall cause all Persons under its Control not to, intentionally take any action that would in any material respect interfere with, delay, impede, postpone or frustrate the confirmation or consummation of the Plan and implementation of the transactions contemplated in this Agreement and under the Collateral Documents to which such Sackler Party is a party. Each Sackler Party further covenants and agrees to comply with the provisions of the Plan applicable to it.

Section 8.03 Consent to Cancellation of PPLP Interests and De Minimis PRALP Interests.

²⁰ NTD: The modified Section 8.01 to be made by Side B only has been moved to Exhibit D and Section 8.01 from the MSA filed in June 2025 has been reinstated.

²¹ NTD: The modified Section 8.02 to be made by Side B only has been moved to Exhibit D and Section 8.02 from the MSA filed in June 2025 has been reinstated.

(a) PRA L.P. hereby agrees, subject to the terms and conditions of this Agreement, to the deemed surrender, cancellation and/or redemption of the PPLP Interests pursuant to the Plan and that the direct and indirect holders thereof shall not receive or retain any property under the Plan on account of the PPLP Interests.

(b) The Parties agree, subject to the terms and conditions of this Agreement, to the deemed surrender, cancellation and/or redemption of the PPI Interests and the De Minimis PRALP Interests (with any taxes of Purdue Pharma Inc. and any other after-tax costs to Purdue Pharma Inc. attributable to its De Minimis PRALP Interests and resulting from the transactions contemplated in the Plan and this Agreement including, for the avoidance of doubt, any sales of IACs, being borne by the Sackler Parties) pursuant to the Plan and that (i) Purdue Pharma Inc. shall not receive or retain any property under the Plan on account of the De Minimis PRALP Interests and (ii) the direct and indirect holders of Purdue Pharma Inc. shall not receive or retain any property under the Plan on account of the PPI Interests.

Section 8.04 MDT Shareholder Insurance Rights. The Sackler Parties agree to the treatment of the MDT Shareholder Insurance Rights on the terms and conditions set forth in the Plan.

Section 8.05 Naming Rights.

(a) Each Payment Party covenants and agrees that it shall not, and the Confirmation Order shall provide that each Family Member that is a member of the Payment Group to which such Payment Party is a member shall not seek, request, or permit any new naming rights for the “Sackler” name with respect to charitable or similar donations to organizations (irrespective of when such funds were donated or from what source) until the later to occur of (1) the date on which the remaining unpaid Payment Obligations of the Payment Groups that such Family Member is a member have been reduced to zero (accounting, in the case of an A-Side Payment Group, for the maximum amount the A-Side Payment Group may be liable for hereunder) and (2) the first date on which the IAC Payment Parties of such Payment Groups are no longer the owners or holders of any interest in any IAC (other than Retained Interests permitted by Section 3.01(b)); *provided* that at such time such Payment Party and its associated Payment Group and Family Members are in compliance with their obligations under Section 8.08. For the avoidance of doubt, nothing in this Section 8.05 or the Confirmation Order shall prohibit (x) any Payment Party or Family Member from making any charitable or similar donations or (y) the publication of the name of any Payment Party or Family Member making a charitable or similar donation in connection with such donation, provided such publication is not pursuant to a naming right.

(b) Each Payment Party further covenants and agrees that it shall, and the Confirmation Order shall provide that each Family Member that is a member of the Payment Group to which such Payment Party is a member shall, upon occurrence of the Plan Effective Date, allow any institution or organization in the United States that has provided naming rights to any such Payment Party or Family Member to remove the “Sackler” name from any applicable (i) physical facilities and (ii) academic, medical, and cultural programs, scholarships, endowments, and the like, subject to the following conditions: (A) such institution or organization shall provide the respective Payment Party or Family Member with forty-five (45) calendar days’ confidential notice of its intention to remove the “Sackler” name; (B) if such institution or organization in its discretion determines that an announcement or other disclosure regarding the removal of the “Sackler” name is necessary, such announcement or disclosure shall include a statement that indicates that such removal is pursuant to an agreement reached in mediation in the Bankruptcy Cases; and (C) any statements issued by such institution or organization in connection with or substantially concurrent with such removal shall not disparage any Payment Party or Family Member, *provided* that nothing in this clause (C) shall restrict any academic or similar work at such institution or organization. For the avoidance of doubt, the removal rights provided in this Section 8.05(b) shall not limit any rights that any applicable institution or organization otherwise may have irrespective of this Agreement.

Section 8.06 Intentionally omitted.

Section 8.07 Notification of Breach. If any Party becomes aware that a Breach Trigger or Breach has occurred, such Party shall provide notice in accordance with Section 11.01 of this Agreement to all other Parties of the occurrence of such Breach Trigger or Breach within five (5) Business Days (for the avoidance of doubt, any such notice provided by the Sackler Parties' Representative shall constitute notice provided on behalf of all applicable Sackler Parties (other than any A-Side Payment Party that comprises A-Side Payment Group 8). Until the earlier of (i) the commencement of a Dispute Proceeding and (ii) the time at which the MDT is permitted to exercise remedies pursuant to Section 9.02(a) of this Agreement, the Parties shall not disclose any occurrence or notice of Breach Trigger or Breach except (a) to the other Parties, (b) to their respective representatives and advisors to whom the confidential nature of such information is also disclosed, (c) as required by applicable law, rule, regulation, or ethical requirement, or by any governmental, judicial, administrative, regulatory or quasi-regulatory body or process or any self-regulatory organization or (d) as necessary, in the sole discretion of the MDT, to evaluate or consider enforcement of its rights and remedies in connection with such Breach Trigger or Breach or as necessary to notify potential affected parties as to the impact of such Breach Trigger or Breach on the MDT's abilities to fulfill its contractual or fiduciary duties (including its obligations under the Plan); *provided* that notice to potential affected parties shall not be through the making of a public announcement or public disclosure (whether by press release, social media posting or otherwise)..

Section 8.08 Opioid Business. Each Person listed on Exhibit H-1 (each, a "Restricted Person") shall not, other than by way of ownership of the IACs (unless and to the extent such IAC is no longer owned (directly or indirectly) by such Person (other than Retained Interests)), engage directly or indirectly in the manufacturing or sale of opioids, *provided, however*, that this provision shall not prohibit: (a) any investment in any third-party investment vehicle that is not controlled by any Restricted Person(s) and that makes investment decisions over which such Restricted Person has no discretion; *provided* that it is not an express investment purpose or objective of such third-party investment vehicle to make investments in the opioid business or in entities engaged in the manufacturing or sale of opioids; (b) any investment in less than 5% of the equity of any Person; (c) investments in any Person for whom the researching, development, manufacturing, distribution or sale of opioids is incidental or does not constitute one of such Person's principle businesses or business segments (including, without limitation, the practice of medicine or engaging in academic research on opioids); (d) investments held by such Restricted Person on the Agreement Effective Date and identified on Exhibit H-2 (or received as proceeds from dispositions of such investments); (e) activities related to MN Consulting LLC (as identified on Exhibit H-2), including serving as a director or officer thereof, only for so long as any IAC Payment Party directly or indirectly owns an IAC, to the extent such activities would otherwise violate this Section 8.08; or (f) engaging in activities for which the researching, development, manufacturing, distribution or sale of opioids is incidental, including, without limitation, the practice of medicine or engaging in academic research on opioids. To the extent that any Restricted Person engages in dispositions, sales or other transfers in order to comply with this provision, such dispositions, sales or other transfers shall not be with Persons known to such Restricted Person to be Related Parties, *provided* that for the purposes of this provision, Related Parties shall not include any IAC, any IAC Holding Company or any IAC Pledged Entity that is as of the time of determination not still owned or controlled by any of the Sackler Parties. In the event a Restricted Person holds an investment or interest in a Person and such Person makes acquisitions or changes its business to cause such investment or the holding of such interest to be impermissible under this Section 8.08 but for this sentence, the holding of such interest or investment shall not be a violation of Section 8.08 so long as (i) such Restricted Person uses its commercially reasonable best efforts to dispose of all or a portion of such investment sufficient to cause it no longer to be impermissible within ninety (90) calendar days (in the case of marketable securities) or one-hundred and eighty (180) calendar days (in the case of non-marketable securities) of learning of the pertinent facts of such acquisitions or change in business, and (ii) such Restricted Person has disposed of

all or a portion of such investment sufficient to cause it no longer to be impermissible hereunder prior to the second anniversary of learning of the pertinent facts of such acquisitions or change in business.

Each Restricted Person that has any ownership interest in any entity listed on Exhibit H-2 (except for MN Consulting LLC) (each, a “Exhibit H-2 Entity”) shall (i) not actively participate in the ongoing management of any of the Exhibit H-2 Entities; (ii) not provide their consent (where required under the relevant documentation) to any action intended to lead to a material expansion of the opioid business of the Exhibit H-2 Entities; (iii) use commercially reasonable best efforts to explore exit options with regard to their investments in those of the Exhibit H-2 Entities the ownership of which would be prohibited by this Section 8.08 but for the fact that such entities are listed on Exhibit H-2; and (iv) at such time as applicable restrictions on their rights to exit their investments in the Exhibit H-2 Entities lapse, use their commercially reasonable best efforts to dispose of such investments, if and to the extent that their ownership of such entities would be prohibited by this Section 8.08 but for the fact that such entities are listed on Exhibit H-2.

Section 8.09 Additional Assuring Parties. The Sackler Parties shall use commercially reasonable best efforts to cause each Power Holder promptly to execute a Further Assurances Undertaking upon such Person becoming a new Power Holder with respect to any relevant power and promptly notify the MDT of any difficulties encountered in obtaining the same.

Section 8.10 Opinions of Counsel. If counsel to the Ad Hoc Committee or counsel to the Creditors’ Committee seeks to secure any Opinions of Counsel as to (1) the enforceability of the security interests with respect to the Collateral granted by the applicable Payment Parties and the IAC Pledgors to the Secured Party pursuant to the Collateral Documents or (2) the perfection of the security interests with respect to the Collateral granted by the applicable Payment Parties and the IAC Pledgors to the Secured Party pursuant to the Collateral Documents, then the applicable Payment Parties and IAC Pledgors shall cooperate with the reasonable requests of such counsel related to the provision of such Opinions of Counsel, *provided* that such cooperation shall not be required if counsel to the applicable Sackler Party has provided the applicable Opinion of Counsel or has communicated to counsel to the Ad Hoc Committee and counsel to the Creditors’ Committee that it will provide the applicable Opinion of Counsel (and such Opinion of Counsel is actually provided).

Section 8.11 Refunding. Each Trust hereby covenants and agrees that any property reverting or required to be refunded to such Trust by or from any other Trust shall be held by the trustees of such recipient Trust as a separate resulting trust that will remain subject to the transferring Trust’s obligations under the Settlement Agreements or the Plan as if still held by such transferring Trust (with the satisfaction of obligations due MDT having, with respect to such resulting trust and the property thereof, priority over all other obligations of the recipient Trust to the fullest extent permitted by applicable law), and to execute such further documents as the MDT may reasonably request to evidence and confirm the same.

Section 8.12 IAC Incentive Compensation. The IAC Payment Parties shall ensure that the IACs and/or their Affiliates and associated entities maintain incentive compensation arrangements designed to incentivize key individuals who, in the judgment of the Sackler Parties’ Representative, are critical to the Sale of the IACs in accordance with this Agreement (“IAC Incentive Compensation Arrangements”).

Section 8.13 Additional IACs. Each Sackler Party hereby covenants and agrees that, in the event there is an entity that is as of the Agreement Effective Date a non-U.S. pharmaceutical operating company Controlled, directly or indirectly, individually or acting together with other Sackler Parties or their Affiliates, by one or more Sackler Parties is not listed on Exhibit E-1 (other than those entities set forth on Exhibit E-2), the applicable Sackler Parties shall, within ninety (90) calendar days of becoming aware of any such entity and that it is not listed on Exhibit E-1, deliver to the Parties an amended Exhibit E-1 that includes such company and such company shall constitute an “IAC” for all purposes under this Agreement

as of the date of such delivery. Each Sackler Party that owns (directly or indirectly) Equity Interests in such IAC, as may reasonably be requested by the MDT, shall become an IAC Payment Party under this Agreement and/or shall cause any of its Controlled Affiliates that own any Equity Interest in such IAC to become an IAC Payment Party under this Agreement (in each case to the extent it is not already an IAC Payment Party). Each such Sackler Party shall (or shall cause a Controlled Affiliate to) grant a security interest in an entity that directly or indirectly owns 100% of the Equity Interests of such IAC owned (directly or indirectly) by such Sackler Party to the MDT pursuant to Section 3.07. For the avoidance of doubt, any IAC Payment Party that becomes party to this Agreement subsequent to the Agreement Effective Date pursuant to this Section 8.13 shall be bound by, and subject to the terms of, this Agreement applicable to IAC Payment Parties (including with respect to such newly added IAC) as of the date an amended Exhibit E-1 is delivered to the Parties pursuant to this Section 8.13 (and any representations and warranties made pursuant to this Agreement shall be made as of the date of such delivery) and all references in this Agreement to “Agreement Effective Date” and “Settlement Effective Date” shall, with respect to any such new IAC Payment Party and IAC, be understood to be the date of such delivery.

Section 8.14 First Day Payments. If the MDT has not been formed by [January 1, 2026], then the Settlement Administrator shall assume the role of the MDT with respect to the determination of the Settlement Payment Obligations required to be satisfied on the Settlement Effective Date. [The parties to the Governmental Entity & Shareholder Direct Settlement Agreement and the Tribes Settlement Agreement shall be entitled to enforce their respective rights under those Settlement Agreements related to the determination of such Settlement Payment Obligations (and the Settlement Administrator shall be entitled to enforce the MDT’s rights under those Settlement Agreements) to the same extent, and subject to the same conditions and limitations, as though the Master Disbursement Trust had been available to perform its obligations thereunder].²²

Section 8.15 Cooperation. In connection with any claims by [the MDT] related to matters that are the subject of the Shareholder Released Claims, if [the MDT] believes in good faith that one or more documents relevant to any such claim may exist that (a) are not available in the Document Repository and (b) may be in the possession of a Payment Party that is a Covered Party (as defined in the Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors, and Certain Related Parties [D.I. No. 518]), then (x) [the MDT] may deliver a request to such Covered Party, which request shall include the name of each document requested in sufficient detail to identify it, and (y) such Covered Party shall (i) conduct a review of its records to ascertain whether such Covered Party possesses any document identified in a request made in accordance with the immediately preceding clause (x) and (ii) provide a copy of such document or documents to [the MDT] at [the MDT]’s sole cost and expense; provided that no Covered party shall be obligated to provide any document hereunder if doing so would result in the loss of any privilege for such Covered Party.

Section 8.16 Certain Matters related to Probate and Death of a Payment Party. The Sackler Parties’ Representative shall provide written notice to the MDT: (i) upon the death of any Payment Party or when any such Payment Party’s probate estate is accepting claims and (ii) upon any Sackler Party becoming aware, in each case promptly following any Sackler Party becoming aware of such matter that any Payment Party (or the estate of a Payment Party) is preparing or intending to distribute or transfer material assets to any Person in connection with such death or the death of any Family Member.

²² NTD: Proposed timing of MDT formation and/or gap-filler solution still under discussion.

ARTICLE 9. BREACH AND REMEDIES

Section 9.01 Breach. The events described in this Section 9.01 shall, as specified herein, constitute a “Breach Trigger”, “Specified Breach” or “Non-Specified Breach”:²³

(a) Non-Payment. The Payment Parties in a Payment Group fail to pay when due all or any portion of (A) the Payment Obligations (excluding the IAC Sale Bonus Payment, but including any Payment Date Obligation) owed by such Payment Group pursuant to Article 2) or (B) any Breach Fee pursuant to Section 9.05, each of which, upon notice by the MDT to the Sackler Parties’ Representative pursuant to Section 11.01, shall constitute a Specified Breach with respect to all the Payment Parties in such Payment Group. For the avoidance of doubt, no Specified Breach by any Payment Group under this Section 9.01(a) shall be a Specified Breach by any other Payment Group and no obligations of any Payment Group shall be affected by a Breach by any Payment Party pursuant to this Section 9.01(a), other than a Payment Party in such Payment Group. For the avoidance of doubt, there shall be no Breach Trigger associated with the Specified Breaches in this Section 9.01(a).

(b) IAC-Related Specified Breaches. Each of the following shall, upon notice by the MDT to the Sackler Parties’ Representative pursuant to Section 11.01, constitute a Breach Trigger, and if such Breach Trigger continues for thirty (30) or more days (or such different period solely to the extent set forth in this Section 9.01(a)), shall constitute a Specified Breach (x) with respect to a Breach Trigger other than as described in Section 9.01(b)(i)(B), only with respect to the breaching IAC Payment Party and (y) with respect to a Breach Trigger described in Section 9.01(b)(i)(B), by all of the IAC Payment Parties in the Payment Group of which the breaching IAC Payment Party is a party pursuant to Section 2.06:

(i) Any IAC Payment Party fails to (A) deposit Sale Proceeds or IAC Distributions in an IAC Account pursuant to Section 3.06(c) or (B) pay when due all or any portion of any IAC Sale Bonus Payment it owes pursuant to Section 2.06; and

(ii) Any IAC Payment Party fails to perform or observe any term, covenant or agreement contained in Section 3.06(d), Section 3.06(e) or Section 3.06(f); *provided* that the Breach Trigger for this subparagraph shall constitute a Specified Breach if such Breach Trigger continues for sixty (60) or more days.

(c) Confessions of Judgment. Any Sackler Party fails to perform or observe any term, covenant or agreement contained in Section 11.05, which shall (i) with respect to the obligation to maintain regular renewals as necessary under applicable law of the Confessions of Judgment, constitute a Breach Trigger, and if such Breach Trigger continues for thirty (30) or more days, shall constitute a Specified Breach with respect to such Sackler Party (but not, for the avoidance of doubt, with respect to other Sackler Parties); and (ii) with respect to any other term, covenant or agreement contained in Section 11.05, constitute a Breach Trigger upon notice by the MDT to the Sackler Parties’ Representative or A-Side Payment Group Representative (as applicable) of such Breach Trigger, and if such Breach Trigger continues for thirty (30) or more days, shall constitute a Non-Specified Breach with respect to such Sackler Party (but not, for the avoidance of doubt, with respect to other Sackler Parties).

(d) Clawback of Payment. If the MDT, any Creditor Trust or any recipient of a distribution from a Creditor Trust is required in any Insolvency Proceeding or otherwise to disgorge, turn over or otherwise pay any amount to the estate of any Payment Party (or any trustee, receiver or similar Person therefor), because the payment of such amount was declared to be fraudulent or preferential in any respect or for any other reason, any amount (a “Recovery”) to the estate of any Sackler Party (or any trustee,

²³ NTD: The modified Sections 9.01(e), (f), (g) and (k) to be made by Side B only have been moved to Exhibit D.

receiver or similar Person therefor), because the payment of such amount was declared to be fraudulent or preferential in any respect or for any other reason, whether received as proceeds of security, enforcement of any right of setoff or otherwise, and the MDT has not been made whole with respect to such amount, which, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, shall constitute a Breach Trigger, and which, if such Breach Trigger continues for thirty (30) or more days, shall constitute a Specified Breach with respect to the Payment Group that includes such Sackler Party.

(e) Contest of Validity of Agreement. If any Sackler Party, through a legal proceeding, (i) contests in writing the validity or enforceability of any provision of this Agreement or any Definitive Document (including in any judicial forum or by asserting that the Agreement or any Definitive Document to which such Sackler Party is a party does not constitute a valid or binding obligation of such Sackler Party), (ii) denies in writing that it has any further liability or obligation under the Agreement or any other Definitive Document (other than in accordance with its terms including as a result of payment in full of its Payment Group's Settlement Payment Obligations and all other Obligations), (iii) purports in writing to revoke or rescind the Agreement or the Collateral Documents to which it is a party or (iv) purports in writing to challenge the validity, enforceability or perfected nature of the liens created thereby (such actions set forth in clauses (i)-(iv), collectively, the "Challenges") which, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, and (x) such Challenge is not withdrawn or otherwise remedied within fifteen (15) calendar days of such notice, then such Challenge shall constitute a Specified Breach with respect to such Sackler Party and, (y) unless each other member of the related Payment Group of which such Sackler Party is a member delivers, within forty-five (45) calendar days of such notice, a written undertaking to the MDT that: (A) reaffirms its liability and obligations with respect to this Agreement and/or any Definitive Document which was the subject of the Challenge by the applicable Sackler Party; (B) disavows expressly the applicability of such Challenge to such other member; (C) agrees not to rely on such Challenge (or any resulting decision or judgment); and (D) confirms its obligations and commits to fully perform under this Agreement and the Definitive Documents to which it is a party, then such Challenge shall also constitute a Specified Breach with respect to each such member of the related Payment Group which fails to timely reaffirm and disavow the Challenge of the applicable Sackler Party in accordance with the terms of this Section 9.01(e).

(f) Invalidity and Enforceability of Agreement. If a court of competent jurisdiction, in a final judgment, determines that any Obligation of a Payment Party (including any successor trustees thereof) under this Agreement or the Collateral Documents (i) is not a valid or binding obligation of such Payment Party (or any successor trustee thereof) or (ii) is not enforceable against such Payment Party (or any successor trustee or property thereof) in accordance with its terms, in either case: (x) to the extent such judgment relates to a Payment Obligation of a Payment Party, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, such judgment shall constitute a Specified Breach with respect to such Payment Party, and unless each other member of the Payment Group of which such Payment Party is a member delivers, within thirty (30) calendar days of such notice, a written undertaking to the MDT that: (A) reaffirms its liability and obligations with respect to their Obligations, including as necessary and appropriate, to reformulate such Obligations to address infirmities identified by the judgment; (B) expressly disavows the applicability of such judgment to such other member; (C) agrees not to rely on such finding, judgement or decision; and (D) confirms its obligations and commits to fully perform its Obligations, such judgment shall also constitute a Specified Breach with respect to each such member of the related Payment Group which does not so reaffirm and disavow such judgment in accordance with this Section 9.01(f); and (y) to the extent such judgment relates to an Obligation other than a Payment Obligation, (i) the breach of which would be a Specified Breach, such judgment shall constitute a Specified Breach with respect to such Payment Party or (ii) the breach of which would be a Non-Specified Breach, such judgment shall constitute a Non-Specified Breach with respect to such Payment Party, and, in the case of either (y)(i) and (y)(ii), unless each

other member of the related Payment Group reaffirms its liability and obligations with respect to this Agreement and/or the Collateral Documents which were the subject of such judgment in accordance with clauses (A)-(D) of this Section 9.01(f), within forty-five (45) calendar days of such notice, then such judgment shall constitute a Specified Breach or a Non-Specified Breach, respectively, with respect to each such member of the related Payment Group which does not so reaffirm and disavow such judgment in accordance with this Section 9.01(f).

(g) Collateral. Except as otherwise provided in this Agreement or any Collateral Document, including to the extent any such perfection is not required hereunder or thereunder, and except as the direct and exclusive result of an action or a failure to act on the part of the Secured Party (including the failure to maintain possession of certificates or instruments actually delivered to it representing securities or other possessory collateral pledged under the Collateral Documents or to file Uniform Commercial Code continuation statement), (i) except as set forth in clause (ii) of this Section 9.01(g), any Sackler Party's security interest and Lien on any of the Collateral purported to be created by any Collateral Document shall cease to be in full force and effect, or shall cease to give the Secured Party the Liens, rights, powers and privileges purported to be created and granted under such Collateral Document (including a valid, enforceable, perfected, first priority (except as otherwise expressly provided in this Agreement or such Collateral Document) security interest in and Lien on the Collateral thereunder in favor of the Secured Party), (ii) the Secured Party fails to have a validly perfected, first priority lien on and security interest in 100% of any Sackler Party's Equity Interests of the IAC Pledged Entities or (iii) it shall be asserted by or on behalf of any Sackler Party not to be, a valid, enforceable, perfected, first priority (except as otherwise expressly provided in this Agreement or such Collateral Document) security interest in or Lien on the Collateral covered thereby, which shall, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, constitute a Breach Trigger and which, if such Breach Trigger continues for thirty (30) or more days shall constitute a Specified Breach only with respect to such Sackler Party.

(h) Credit Support Annex Breaches. Each Breach Trigger, Specified Breach or Non-Specified Breach set forth in the Credit Support Annexes shall constitute a Breach Trigger, Specified Breach or Non-Specified Breach as expressly specified in and pursuant to the terms of the Credit Support Annexes.²⁴

(i) A-Side Payment Group 1 Cross-Breach. If any of A-Side Payment Group 5, A-Side Payment Group 6, A-Side Payment Group 7 (each of which includes the Fourth Tier Obligor as a member) breaches this Agreement in a manner that constitutes a Specified Breach, such breach shall also constitute a Specified Breach with respect to A-Side Payment Group 1.

(j) Breach of the Governmental Entity & Shareholder Direct Settlement Agreement. The occurrence of any events under Sections 13.04(d)(ii)(E)-(F) and 13.04(e)(ii)(E)-(F) of the Governmental Entity & Shareholder Direct Settlement Agreement shall be considered a "Specified Breach" under this Agreement and parties identified therein under the Governmental Entity & Shareholder Direct Settlement Agreement shall be permitted to exercise all remedies against the relevant Payment Party in accordance with this Article 9.

(k) Other Breaches. To the extent not enumerated in this Section 9.01 or otherwise under this Agreement as a Specified Breach (or Breach Trigger associated with a Specified Breach), any Sackler Party fails to perform or observe any term, covenant or agreement contained in this Agreement or any other Definitive Document on its part to be performed or observed, which, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section

²⁴ NTD: Breaches of that stipulation filed at [D.I. 7713] on the docket of the Bankruptcy Cases. to constitute a Specified Breach under the RSS CSA. Note to Creditors: Under review by RSS.

11.01, shall constitute a Breach Trigger, and which, if such Breach Trigger continues for thirty (30) or more days, shall constitute a Non-Specified Breach with respect to the Payment Group that includes such Sackler Party.

Section 9.02 Remedies

(a) Payment Group and Payment Party Breaches.

(i) Upon notice (such notice, a “Breach Notice”) from the MDT of either a Specified Breach Trigger or a Specified Breach with respect to a Payment Group or, in the case of certain Specified Breaches as described in Section 9.01, a Payment Party (such Payment Group or Payment Party, as applicable, asserted to be in breach, the “Breaching Party”), the MDT shall forbear from exercising any and all remedies (including the Payment Remedy or the Release Remedy) with respect to such Breaching Party on account of such Breach Trigger or Specified Breach for a period of ten (10) Business Days following such Breach Notice, during which period such Breaching Party shall have the opportunity to contest in good faith that such Breach Trigger or Specified Breach, as applicable, has occurred pursuant to an expedited hearing in the Bankruptcy Court pursuant to Section 11.11(b) of this Agreement or otherwise (such proceeding brought pursuant to this paragraph (a), a “Dispute Proceeding”); *provided* that (A) the motion, application or other pleading filed with the Bankruptcy Court commencing such Dispute Proceeding includes a statement in writing that the Breaching Party believes in good faith that such Breach Trigger or Specified Breach has not occurred and the basis therefor, (B) the foregoing provision shall not apply, and shall not require MDT to forbear from exercising any and all remedies with respect to such Breaching Party, if such Dispute Proceedings are not brought within ten (10) Business Days following the Breach Notice (and the Remedies Forbearance Period shall be deemed to have expired after such ten (10) Business Day period if such Dispute Proceedings are not brought), (C) the sole issue that such Breaching Party may bring before the Bankruptcy Court in any such Dispute Proceeding is whether or not such Breach Trigger or Specified Breach has occurred and/or is continuing, (D) the MDT shall be entitled to contest before the Bankruptcy Court in any such Dispute Proceeding whether or not the Remedies Forbearance Period is applicable to the MDT due to the lack of a good faith dispute and (E) the Breaching Party shall seek to have the matters giving rise to the Dispute Proceeding heard on an emergency or expedited basis by the Bankruptcy Court (and all Sackler Parties party to the Dispute Proceeding hereby consent that the MDT shall also be entitled to seek such emergency or expedited hearing without further notice of any kind). If a Dispute Proceeding has been brought before the Bankruptcy Court in accordance with the foregoing, the MDT shall further forbear from exercising any and all remedies (including the Payment Remedy or the Release Remedy) with respect to such Breaching Party on account of such Breach Trigger or Specified Breach until the later of (I) the end of the period specified by this Agreement during which the relevant Breach Trigger may be cured in accordance herewith before the occurrence of a corresponding Specified Breach, if applicable and (II) in the event the Bankruptcy Court determines in such Dispute Proceeding, after a good faith dispute, that a Breach Trigger or Specified Breach has occurred, ten (10) Business Days after the Bankruptcy Court has made its determination as to whether such Breach Trigger or Specified Breach has occurred. The forbearance periods described in this Section 9.02(a) shall be referred to herein as the “Remedies Forbearance Period”. Notwithstanding anything to the contrary in this Section 9.02(a), the right to seek a Dispute Proceeding hereunder and the Remedies Forbearance Period shall not apply to (x) Specified Breaches referenced in Section 9.01(a) with respect to amounts that are not disputed in good faith pursuant to Section 2.07, and (y) Non-Specified Breaches (and Breach Triggers with respect thereto). For the avoidance of doubt, a Breaching Party shall not be permitted to bring a Dispute Proceeding with respect to a Specified Breach if a Dispute Proceeding has previously been brought with respect to a Breach Trigger that matured into such Specified Breach, except to the extent that

the facts underlying such Specified Breach differ from those underlying such Breach Trigger. For the avoidance of doubt, the MDT may exercise its rights and remedies under Article 9 through a Secured Party or a designee (as appropriate), in its sole discretion.

(ii) If a Specified Breach has occurred and is continuing, then, to the extent applicable, following the expiration of the Remedies Forbearance Period and subject to the limitations set forth in Section 9.03 and the terms of the Collateral Trust and Intercreditor Agreement, with respect to each applicable Breaching Party, the MDT may:

(A) Option 1:

(1) Declare the Settlement Payment Obligations of the Payment Group of which the Breaching Party is a member to be immediately due and payable in whole by the Breaching Party, and thereupon the Settlement Payment Obligations or other Obligations, as applicable, so declared to be due and payable shall become due and payable immediately by the Breaching Party (the “Payment Remedy”), without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by each Sackler Party; *provided*, that the MDT may, in its sole discretion, rescind any such declaration and its consequences if the rescission would not conflict with any judgment or decree (it being understood that no such rescission shall affect any subsequent Breach or impair any right or consequence thereto);

(2) The Secured Party shall have the right to foreclose on the Collateral securing the Obligations of the Breaching Party or liquidate or direct the liquidation of such Collateral in accordance with the applicable Collateral Documents and otherwise exercise remedies against such Collateral as provided in (and subject to) this Agreement (including the Credit Support Annexes) and the applicable Collateral Documents. Additionally, the MDT may pursue any other available remedy at law or in equity to collect the payment of the Settlement Payment Obligations and other Obligations, as applicable, and to the extent payable, of the applicable Payment Group from the Breaching Party or to enforce the Breaching Party’s performance under this Agreement and the Collateral Documents;

(3) The Breaching Party shall reimburse the Secured Party for all costs and out-of-pocket expenses incurred while the Breach Trigger or Specified Breach is continuing. Such reimbursement shall include (I) all costs and expenses incurred by the Secured Party related to any contest of such Breach Trigger or Breach, and (II) costs of collection and expenses, disbursements and advances of the Secured Party’s agents, counsel, accountants and experts and all amounts due to the Secured Party under the Collateral Documents; and

(4) In the case of Specified Breach by a Breaching Party, such Breaching Party shall forfeit all rights pursuant to Section 2 of Exhibit N with respect to any Released Claims Reserve and the Special Operating Reserve;

or

(B) Option 2:

If the Breaching Party is a Payment Party or a Payment Group, (1) declare the Shareholder Releases to be immediately void *ab initio* and of no further force or effect with respect to (I) if the Breaching Party is a Payment Party, such Payment Party and, PRA L.P. (but only as necessary for the limited purpose to pursue such Breaching Party) or (II) if the Breaching Party is a Payment Group, or if the Breaching Party is a Payment Party whose Breach leads to a Specified Breach by the Payment Group as specified in this Agreement or the Collateral Documents, in each case and to the extent applicable, the Family Group of which the members of such Payment Group in Breach are members, (it being understood for all purposes of this section that with respect to any such member of a Family Group that is an officer, director, trustee or protector with respect to trusts in the pertinent Family Group, such party is liable solely in their capacities as such), [PRA L.P. (but only as necessary for the limited purpose to pursue such members of the Family Group), and, if a Designated Release Remedy Event has occurred, the Designated Shareholder Released Parties; whereupon; (2) the following parties shall be deemed to not be Shareholder Released Parties under the Plan *nunc pro tunc* to the Plan Effective Date: in the case of the foregoing clause (1)(I), the parties identified therein, and in the case of the foregoing clause (1)(II), the parties identified therein; (3) the *status quo ante* shall be restored with respect to the Shareholder Releases of the Debtors, the MDT, and each of the Releasing Parties (as defined in the Plan) with respect to such parties identified in such foregoing clause (1)(I), or (1)(II), as applicable; (4) this Agreement and all related documents, including the Collateral Documents, shall be of no further force and effect with respect to such parties identified in such foregoing clause (1)(I), or (1)(II), as applicable, except for any provisions thereof regarding reinstatement or any provisions contemplated to survive pursuant to Section 11.18 that shall survive indefinitely, *provided* that this Agreement and all related documents, including the Collateral Documents, and the Obligations thereunder (including the security interests under the Collateral Documents), shall be automatically reinstated in the event the Release Remedy or the related provisions of this Agreement are declared invalid, void or unenforceable; (5) for the avoidance of doubt, the Master Disbursement Trust and/or, if any Releasing Parties' claims are not otherwise assignable to the Master Disbursement Trust, such Releasing Parties (solely for the benefit of the Master Disbursement Trust), shall be entitled to bring any claim or Cause of Action (on behalf of the Debtors and third parties subject to the Settlement) against such parties identified in such foregoing clause (1)(I), or (1)(II), as applicable as if the Shareholder Releases had never been granted; *provided* that, for the avoidance of doubt, the Shareholder Releases shall continue in effect for, and shall be fully enforceable by, all other Shareholder Released Parties (collectively, the "Release Remedy"); and (6) in case of the foregoing clause (1)(I), such Payment Party and in case of the foregoing clause (1)(II), such Payment Group, in each case, shall forfeit all rights pursuant to Section 2 of Exhibit N with respect to the Special Operating Reserve and any Released Claims Reserve. The rights exercised pursuant to Option 2 shall be exercisable with respect to all claims against PRA L.P., the applicable Payment Party and/or Family Group, and if applicable, any relevant Designated Shareholder Released Party, that (i) existed as of the Petition Date and (ii) arose between the Petition Date and the Plan Effective Date (as

defined in the Plan), including without limitation, estate and third-party direct claims, regardless of the allocation of payments of direct and estate claims among the Settlement Agreements. Such claims may be pursued by the Master Disbursement Trust and, if any Releasing Parties' claims are not otherwise assignable to the Master Disbursement Trust, such Releasing Parties (solely for the benefit of the Master Disbursement Trust). Subject to the last sentence of this Section 9.02(a)(ii)(B), all claims released pursuant to the Shareholder Releases against PRA, L.P., each member of each Family Group, and each of the Designated Shareholder Released Parties, including without limitation, estate and third-party direct claims, are referred to herein as "Tolled Claims." To effectuate the intent of this section, each of the Shareholder Released Parties and the other signatories hereto agree that (and the Confirmation Order shall also independently provide that) any and all periods for commencing or continuing any Tolled Claim, whether fixed by statute, agreement, order, or otherwise, shall not expire until the Payment Obligations are paid in full, and no Shareholder Released Party or any other signatory hereto shall assert otherwise (including through defenses of (x) statute of limitations, statute of repose, laches or inadequate tolling, or (y) that any release granted to any other Shareholder Released Party, but not made void pursuant to the terms of this Section 9.02(a)(ii)(B), has the effect of precluding such claim against such Shareholder Released Party or other signatory hereto, but excluding any defense of inadequate tolling to the extent it could have been raised on and as of the Petition Date) in the litigation of any such Tolled Claim. For the avoidance of doubt, the Shareholder Released Claims shall include potential claims against subsequent transferees of fraudulent conveyances that occurred prior to the Settlement Effective Date, regardless of when such subsequent transfer of the funds or proceeds occurred (including transfers made after the Settlement Effective Date), and as such these claims are included in the Tolled Claims.]²⁵

(C) Cause the Breaching Party to forfeit all rights pursuant to Section 2 of Exhibit N with respect to the Special Operating Reserve and any Released Claims Reserve, regardless of whether the MDT exercises Option 1 or Option 2.

(iii) The MDT shall be entitled to elect to exercise the Payment Remedy and all other remedies set forth in Section 9.02(a)(ii)(A) or the Release Remedy and all other remedies set forth in Section 9.02(a)(ii)(B), but in no event shall the MDT be entitled to elect or exercise the Payment Remedy or any other remedy set forth in Section 9.02(a)(ii)(A) simultaneously with the Release Remedy. If the MDT elects the Payment Remedy (or other remedies set forth in Section 9.02(a)(ii)(A)), it shall not be prohibited from electing the Release Remedy (subject to Section 9.02(a)(iii)(A) below), but if the MDT elects the Release Remedy, it shall be prohibited from electing the Payment Remedy (or other remedies set forth in Section 9.02(a)(ii)(A)). The MDT's exercise of remedies shall also be subject to the following:

(A) Following the election of the Payment Remedy with respect to a Breaching Party, the MDT may, at any time, but only upon thirty (30) calendar days' prior written notice to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) (*provided* that during such period, the MDT shall be entitled to seek (without limitation) a temporary restraining order or similar relief enjoining the Breaching Party (and if the Breaching Party is a Payment Group all members of the corresponding Family Group) from taking actions with

²⁵ NTD: To be included in further assurances undertaking and trust certifications.

respect to any material amount of his, her or its property with the intent or material effect of frustrating the enforcement of the Shareholder Released Claims), elect to forgo any and all rights to exercise or continue to exercise the Payment Remedy with respect to such Breaching Party and to instead exercise the Release Remedy with respect to such Breaching Party (and if the Breaching Party is a Payment Group the members of the corresponding Family Group) of which the members of such Payment Group in Breach are members and, if a Designated Release Remedy Event has occurred, the Designated Shareholder Released Parties. For the avoidance of doubt, if the MDT exercises the Release Remedy in respect of a Family Group, any payments of the Settlement Payment Obligations, Breach Fee or any other Obligations made by or on behalf of a Family Group (including, without limitation, in connection with the exercise of a Payment Remedy) prior to the exercise of the Release Remedy shall not be returned to the Breaching Party, but such Breaching Party shall be entitled to credit (without duplication) any such amounts that were actually received by the MDT against future judgments related to litigation in connection with the exercise of the Release Remedy. For the avoidance of doubt, the MDT shall be permitted to elect the Release Remedy at the outset (without first electing the Payment Remedy), in which case, the thirty (30) day notice period above shall not apply.

(B) If, following the election of the Release Remedy with respect to a Family Group, any court of competent jurisdiction enters an order declaring the Release Remedy or the related provisions of this Agreement invalid, void or unenforceable with respect to such Family Group, the MDT's rights to exercise the Payment Remedy with respect to the Payment Group in Breach related to such Family Group pursuant to this Agreement and all related documents, including the Collateral Documents (and the liens granted therein), shall be automatically reinstated, and the MDT may exercise such Payment Remedy with respect to such Payment Group.

(iv) With respect to A-Side Payment Group 1 and A-Side Payment Group 7 (each of which includes Millennium Trust and Perelle Bay Trust as members), a Breach by any such Payment Group shall give rise to remedies in respect of, and the MDT shall be entitled to exercise any and all remedies (including the Payment Remedy or the Release Remedy) pursuant to Section 9.02 with respect to, Millennium Trust and Perelle Bay Trust in addition to all other Payment Parties within such Payment Group that are not Crossover Members; *provided* that the proceeds resulting from any such exercise of remedies shall be allocated ratably (i.e., 50/50) to A-Side Payment Group 1 and A-Side Payment Group 7, with the proceeds segregated and allocated to any breaching Payment Group being applied in accordance with Section 9.02(d) and any proceeds allocated to a non-breaching Payment Group being deposited into one or more escrow accounts of the Secured Party to secure the obligations of such non-breaching Payment Group; [provided that each such escrow account receives proceeds attributable to a single Transferor.]²⁶

(v) In the event the MDT is entitled to exercise remedies (including the Payment Remedy or the Release Remedy) pursuant to Section 9.02 with respect to any A-Side General Obligor, the proceeds resulting from any such exercise of remedies shall be segregated and shall be allocated (x) solely in the event that the \$133 million payable on the Settlement Effective Date pursuant to Section 2.01(g) has not been paid, to A-Side Payment Group 8 until such amount has been paid and (y) in all other circumstances, ratably (i.e., one-seventh each) to each A-Side

²⁶ **NTD:** There needs to be a process to determine how this will occur.

Payment Group other than A-Side Payment Group 8, with the proceeds allocated to any breaching such A-Side Payment Group being applied in accordance with Section 9.02(d) and the proceeds allocated to the non-breaching Payment Groups being deposited into one or more escrow accounts of the Secured Party for the benefit of each A-Side Payment Groups that are not in Breach until the next Payment Date (or until the exercise of rights and remedies against such A-Side Payment Group if it subsequently is in Breach), at which time such amounts shall be applied against such A-Side Payment Group's obligations; [provided that each such escrow account receives proceeds attributable to a single Transferor.]²⁷

(vi) If a Non-Specified Breach has occurred and is continuing, the MDT shall have the right to seek, pursuant to an expedited hearing in the Bankruptcy Court pursuant to Section 11.11(b) of this Agreement, any additional remedy available at law or equity, including injunctive relief, specific performance, attorneys' fees and costs, damages and/or default interest, and if appropriate, subject to the discretion of the Bankruptcy Court, sanctions.

(vii) The Confirmation Order shall provide that each Party is required to comply in good faith with the terms of this Agreement and applicable Collateral Documents to which it is party.

(b) Delay or Omission. A delay or omission by the MDT in exercising any right or remedy accruing upon a Breach shall not impair the right or remedy or constitute a waiver of or acquiescence in such Breach or any other Breach. Except as set forth in Section 9.02(a)(iii) above, no remedy is exclusive of any other remedy, and all remedies are cumulative.

(c) Waiver of Past Breaches. The MDT may waive an existing Breach and its consequences. When a Breach is waived, it is deemed cured and the MDT and the Sackler Party or Payment Group in Breach will be restored to its former positions and rights under this Agreement, but no such waiver shall extend to any subsequent or other Breach or impair any consequent right.

(d) Priorities. If a Breach has occurred, and the Secured Party collects any cash or property from the members of the Payment Group in Breach (including any Crossover Member that is a part of such Payment Group, but subject to Section 9.03), it shall apply the cash or property (upon conversion of the property to cash) in the following order: *first*, to the Secured Party for all costs out-of-pocket expenses incurred or made by it, including costs of collection and expenses, disbursements and advances of the Secured Party's agents, counsel, accountants and experts and all amounts due to the Secured Party under the relevant Collateral Documents and hereunder; *second*, to pay Breach Fees due hereunder; *third*, to pay the Payment Obligations of the relevant Payment Group to which the Breaching Party belongs pursuant to this Agreement; and *fourth*, with respect any remaining cash or property collected from (i) A-Side Payment Group 1 (including the Fourth Tier Obligor but excluding Millennium Trust and Perelle Bay Trust), to be deposited by the Secured Party into an escrow account to secure, on a pro rata basis, the Obligations of A-Side Payment Group 5, A-Side Payment Group 6 and A-Side Payment Group 7 and (ii) Millennium Trust and Perelle Bay Trust, to be deposited by the Secured Party into an escrow account to secure the Obligations of A-Side Payment Group 7.

(e) Application of Payment Shortfall. If a Payment Party fails to make a payment required to be made on a Payment Date, the MDT shall ratably reduce the amounts paid under each Settlement Agreement and the Plan, such that the aggregate reductions equal the amount of the payment shortfall from such Payment Party. For the avoidance of doubt, the reductions made pursuant to this Section 9.02(e) shall

²⁷ NTD: There needs to be a process to determine how this will occur.

not reduce the amount of the Settlement Payment owed by the applicable Payment Group and shall not affect any rights of the MDT related to such nonpayment pursuant to this Agreement.

Section 9.03 Certain Limitations. Notwithstanding anything to the contrary set forth herein, with respect to any A-Side General Obligor or any other Crossover Member (other than Millennium Trust and Perelle Bay Trust), and any Payment Group that contains any such Crossover Member (including each A-Side Payment Group with respect to the A-Side General Obligors):

(a) No A-Side General Obligor shall have any liability or obligation in respect of any covenant or other obligation of any other Payment Party, but shall be liable only for the obligations specifically applicable to such A-Side General Obligor (excluding, for the avoidance of doubt, any such obligations that arise solely as a result of being included in a Payment Group but including, for the avoidance of doubt, its obligations as an A-Side General Obligor under Section 2.01(b)).

(b) A Breach by a Crossover Member (including any A-Side General Obligor, but excluding Millennium Trust and Perelle Bay Trust) shall not constitute a Breach by, or give rise to any remedies in respect of, any Payment Party other than such Crossover Member, and the MDT shall be entitled to exercise any and all remedies (including the Payment Remedy or the Release Remedy) pursuant to Section 9.02 solely with respect to such Crossover Member and not any other Payment Party or Family Group member as a result of such Breach by such Crossover Member.

(c) A Breach by any Payment Party that is not a Crossover Member (or a Breach by any Payment Group of which such Crossover Member is a member that is not the result of a Breach by such Crossover Member) shall not constitute a Breach by, or give rise to remedies in respect of, any Crossover Member (including any A-Side General Obligor but excluding Millennium Trust and Perelle Bay Trust). For the avoidance of doubt, upon any such Breach, the MDT shall be entitled to exercise any and all remedies (including the Payment Remedy or the Release Remedy) pursuant to Section 9.02 with respect to each Payment Party that is not a Crossover Member within the breaching Payment Party's Payment Group and, as applicable, the Designated Shareholder Released Parties.

(d) No A-Side General Obligor shall have any obligation in respect of any Breach Fee payable by any Payment Group (or by any other Payment Party), but shall be liable only for any Breach Fee payable in respect of a Breach by such A-Side General Obligor pursuant to Section 9.01.

Section 9.04 Trustee and Personal Representative Liability. The MDT agrees and acknowledges that certain of the Sackler Parties are trustees for the Trusts; that the trustees of such Trusts are entering into this Agreement solely in their capacities as trustees and not individually; any remedy, recourse or right of recovery against a Trust or the JDS Estate is limited to the assets of such Trust or the JDS Estate, as the case may be; and the trustees of such Trusts or personal representative of the JDS Estate shall have no personal liability hereunder except in the case of a trustee's or personal representative's own fraud or willful misconduct. For purposes of this Section 9.04, the term "willful misconduct" means action taken (or not taken) in bad faith and with actual knowledge that such action (or failure to act) is unlawful, prohibited or false and will be harmful to the MDT with respect to its rights or remedies under this Agreement.

Section 9.05 Breach Fee.

(a) In light of the impracticability and extreme difficulty of ascertaining actual damages, the Breaching Party shall pay a fee, as a liquidated damage, to the MDT on (i) the Settlement Payment Obligations and (ii) any other Payment Obligations (other than Breach Fee amounts) that are, in the case of this clause (ii), then due and owing by the Breaching Party, in each case in an amount equal to 10% per

annum (a “Breach Fee”), which fee shall accrue from and after the date of the occurrence of a Specified Breach and be payable upon demand and shall continue until the earlier of the date (x) such Specified Breach is no longer continuing or (y) the Settlement Payment Obligations and all other Obligations (including accrued Breach Fees) have been paid; *provided* that:

(i) no Breach Fee shall accrue from and after the date of the occurrence of a Specified Breach or be payable in accordance with the foregoing if the Breaching Party has cured such Specified Breach prior to the expiration of the Remedies Forbearance Period;

(ii) if the Breaching Party initiates a Dispute Proceeding in accordance with Section 9.02(a), the Breaching Party shall reimburse the MDT for all legal fees and expenses incurred in connection with such Dispute Proceeding unless the Bankruptcy Court determines that a Specified Breach has not occurred; and

(iii) the Breaching Party acknowledges and agrees that if no Breach Fee is payable as a result of clause (A) of this proviso, the MDT may seek compensatory damages from the Breaching Party (either during a Dispute Proceeding or in a subsequent proceeding) in connection with such Specified Breach.

(b) For the avoidance of doubt:

(i) If the Breaching Party seeks to initiate a Dispute Proceeding in accordance with Section 9.02(a) and the Bankruptcy Court determines that there is not a good faith dispute with respect to the Specified Breach, (I) the Breach Fee shall accrue from and after the date of the occurrence of a Specified Breach and be payable upon demand and shall continue until the earlier of the date (x) such Specified Breach is no longer continuing or (y) the Settlement Payment Obligations and all the other Payment Obligations, including accrued Breach Fees, have been paid, and (II) the Breaching Party will reimburse the MDT for all legal fees and expenses incurred in connection with such Dispute Proceeding; and

(ii) if the Bankruptcy Court determines following a Dispute Proceeding in accordance with Section 9.02(a) that a Specified Breach has not occurred, no Breach Fee or any other amounts shall be owed or payable in connection therewith by the Breaching Party (and the Breaching Party shall not be required to reimburse the MDT for any legal fees or expenses incurred in connection with such Dispute Proceeding).

The foregoing computation shall be made on the basis of a year of 365 or 366 days, as the case may be.

Section 9.06 Reinstatement. In the event the MDT, any Creditor Trust or any recipient of a distribution from a Creditor Trust is required in any insolvency or liquidation proceeding or otherwise to disgorge, turn over or otherwise pay any Recovery as contemplated under Section 9.01(d) then the Settlement Payment Obligations shall be reinstated to the extent of such Recovery and deemed to be outstanding and the MDT shall be entitled to the benefits of this Agreement until the payment in full of the Settlement Payment Obligations with respect to such Recovery. If this Agreement and/or the Collateral Documents shall have been terminated prior to such Recovery, this Agreement and/or the Collateral Documents (and the Liens granted thereunder) shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto, until such time as such Recovery has been paid to the MDT pursuant to Section 9.01(e).

Section 9.07 Turnover. Except for any amounts paid to the [Private Claimants Trust] on the Settlement Effective Date, any and all distributions paid directly to any of the non-federal governmental

entities or the private claimants by any of the Sackler Parties shall be received in trust for the benefit of all non-federal governmental entities and private claimants, and shall be segregated from other funds of such non-federal governmental entity or private claimant and shall be paid over to the MDT which shall be distributed in accordance with the terms of this Agreement.

Section 9.08 Special Provisions Regarding Insolvencies and Judgments

(a) If, except as part of any probate proceeding, (i) a Payment Party (other than a De Minimis Payment Party) files for or consents to any insolvency, bankruptcy, reorganization, winding-up, administration, insolvency-related dissolution, composition or similar proceeding under applicable law, (ii) a Payment Party appoints, applies for or consents to the appointment of any receiver, administrator, administrative receiver, trustee, custodian, conservator, liquidator, rehabilitator, judicial manager, provisional liquidator, administrator, receiver and manager, controller, monitor or similar officer for it or for all or any material part of its property in connection with an insolvency related event, (iii) an administrator, administrative receiver, trustee, custodian, conservator, liquidator, rehabilitator, judicial manager, provisional liquidator, administrator, receiver and manager, controller, monitor or similar officer is appointed in connection with an insolvency-related event without the application or consent of such Payment Party and the appointment is undischarged or unstayed for thirty (30) calendar days, or (iv) any insolvency, bankruptcy, reorganization, winding-up, administration, dissolution, composition or similar proceeding relating to any Payment Party or to all or a material part of its property is instituted without the consent of such Payment Party and continues undismissed or unstayed for thirty (30) calendar days (clauses (i)-(iv), collectively, “Insolvency Proceedings”), such event shall cause the total aggregate amount of Payment Obligations of such Payment Group to automatically become immediately due and payable in whole, and be deemed accelerated against such Payment Party (but not any other Payment Party in its Payment Group), in each case, without presentment, demand, protest or other notice of any kind, or any action by the Master Disbursement Trust, and claims for such amount may be asserted without reduction or adjustment in such Insolvency Proceeding on account of the Settlement Payment Obligations hereunder of other Payment Parties in such Payment Group, all of which are waived by each Payment Party hereby (for the avoidance of doubt, without limiting the application of Section 9.08(d));

(i) If any party files a motion pursuant to section 105(a) of the Bankruptcy Code (as defined in the Plan) or otherwise seeks to extend any injunction in such Insolvency Proceeding to enjoin any Sackler Party not party to the Insolvency Proceeding from performing under this Agreement and/or the MDT or Settling Parties from enforcing their rights against a Sackler Party not party to the Insolvency Proceeding under this Agreement, each member of the related Payment Group(s) shall be obligated to use reasonable best efforts: (A) to have such motion withdrawn or modified to permit enforcement of this Agreement in advance of any objection deadline or, (B) in the absence of the withdrawal or modification of the motion, to object to such motion on a timely basis. If, notwithstanding such foregoing efforts such motion is granted, each member of the related Payment Group(s) prospectively waives in connection herewith, and shall be obligated to use reasonable best efforts to retroactively waive following the granting of such motion, any and all benefits of any such injunction and to otherwise reaffirm the enforceability of the Agreement and related Definitive Documents within twenty (20) calendar days of the entry of such order. Each member of the related Payment Group(s) shall be further obligated to use reasonable best efforts to appeal any order granting the motion on a timely basis. If any member of the related Payment Group(s) fails (X) to object to the motion, (Y) to waive the benefits of the injunction and/or (Z) to pursue appeals in respect of the order granting such motion, in each case, as set forth in this Section 9.08(a)(i), such failure shall constitute a Specified Breach with respect to each such breaching Payment Party and shall cause the total aggregate amount of Payment Obligations of such Payment Group of such Payment Party as against such failing additional member(s), to automatically become immediately due and payable in whole, and be deemed accelerated, in each case, without

presentment, demand, protest or other notice of any kind, or any action by the Master Disbursement Trust, and claims for such amount may be asserted without reduction or adjustment on account of the Payment Obligations hereunder of other Payment Parties in such Payment Group, all of which are waived by each Payment Party hereby (for the avoidance of doubt, without limiting the application of Section 9.08(d)).

(ii) In light of the Master Disbursement Trust's status as a secured creditor, the Master Disbursement Trust shall be entitled to seek and the Payment Party(ies) in such Insolvency Proceeding shall consent to, a traditional adequate protection package, including replacement liens, superpriority administrative expense claims and current payments of (A) Payment Obligations and (B) professional fees in such Insolvency Proceeding, as shall be further documented in the Credit Support Annexes. The Master Disbursement Trust shall be entitled to seek, and the Payment Party in such Insolvency Proceeding shall consent to, an additional Allowed Claim in such Insolvency Proceeding solely against such insolvent Payment Party for (i) reasonable and documented fees and expenses incurred in the enforcement of Master Disbursement Trust's rights under this Agreement in connection with such proceedings, which such Allowed Claim shall be payable consistent with the priorities set forth in Section 9.02(d) and (ii) the amount of then unpaid Settlement Payment Obligations for all other Payment Groups, determined for these purposes and solely for these purposes as though such Payment Party's Obligations were instead joint and several across all Payment Groups (the "Limited Deemed Joint and Several Allowed Claim"), and not solely within its Payment Group, in respect of the contingent potential for the Master Disbursement Trust to exercise the Release Remedy to otherwise facilitate the actual recovery in full of the Master Disbursement Trust from such Payment Party on account of the Settlement Payment Obligations of its Payment Group, with any Shareholder Release and Channeling Injunction for such Payment Party deemed modified, to the extent necessary and appropriate, to permit the assertion by the Master Disbursement Trust of such Claim in respect of direct and estate Causes of Action previously released by the Settling Parties; *provided, however*, that it shall be understood that for purposes of the Limited Deemed Joint and Several Allowed Claim, the Parties agree that: (x) the Limited Deemed Joint and Several Allowed Claim is reasonable in light of the potential Release Remedy and such an agreement on the liquidated amount of such Claim is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (y) there has been a course of conduct between Settling Parties and the Shareholder Released Parties giving specific consideration in this settlement for such agreement to permit the assertion and allowance of the Limited Deemed Joint and Several Allowed Claim; and (z) such Payment Party expressly acknowledges that its agreement to permit the assertion and allowance of the Limited Deemed Joint and Several Allowed Claim herein described is a material inducement to the Settling Parties; *provided, further, however*, the aggregate amounts recovered on account of such Limited Deemed Joint and Several Allowed Claim in excess of amounts otherwise owing under this Agreement by such Payment Party shall be paid directly to the applicable Payment Group or Payment Groups, if such Payment Party is a part of multiple Payment Groups. The Limited Deemed Joint and Several Allowed Claim and the related limited exception to the Shareholder Release is granted in lieu of, and to avoid any litigation with respect to, any Causes of Action (including contingent Causes of Action) that otherwise may be asserted in connection with any rights that exist on account of the potential Release Remedy against any applicable Payment Party subject to an Insolvency Proceeding, and such claim and exception is conditioned upon no Settling Party asserting any Causes of Action in such Insolvency Proceeding in connection with the Release Remedy, including asserting any argument on the merits of any Cause of Action subject to the Shareholder Releases.

(b) If any Payment Party is subject to a Major Judgment, then the full amount of the aggregate Payment Obligations of the Payment Group of such Payment Party shall, upon notice from the Master Disbursement Trust, be deemed accelerated and immediately due and payable in whole by such Payment

Party (but only such Payment Party); provided that if at any subsequent time the Major Judgment no longer exists, then such aggregate Payment Obligations shall no longer be accelerated or immediately due and payable and such amounts shall instead be payable in accordance with the terms of this Agreement as if no such Major Judgment had existed.

(c) Reserved.

(d) Any amounts recovered by the Master Disbursement Trust in any Insolvency Proceeding of a Payment Party or any other proceeding of any type or nature in which claims of creditors of any Payment Party subject to a Major Judgment are determined or payment or distribution is made on account of such claims (including a foreclosure sale) shall be applied to prepay, in each case, without any discount, the Payment Obligations of such Payment Party's Payment Group or Payment Groups in direct order of maturity and on a dollar-for-dollar basis (with payments applied equally across Payment Groups if such Payment Party is a member of multiple Payment Groups).

Section 9.09 Effect of Acceleration. For the avoidance of doubt: (i) the acceleration of Payment Obligations pursuant to this Agreement as against a Payment Party but not all of other the Payment Parties in such Payment Party's Payment Group (whether as the result of (a) commencement of an Insolvency Proceedings, the occurrence of a Major Judgment or otherwise or (b) the exercise of remedies by the MDT following a Specified Breach) shall not result, on its own, in the acceleration of any Obligation as against any other Person, including other Payment Parties in the same Payment Group, and no other Person shall be obligated jointly or otherwise to satisfy such Payment Obligations on an accelerated basis or shall be in default for not satisfying all or any portion of the accelerated Payment Obligations until it would have been due if not accelerated in accordance with the terms of this Agreement; (ii) the exercise of the Payment Remedy against a Payment Party but not all the Payment Parties in such Payment Party's related Payment Group (whether the result of the occurrence of a Specified Breach, the occurrence of a Non-Specified Breach, the commencement of an Insolvency Proceeding, the occurrence of a Major Judgment or otherwise) shall not constitute, or form the basis for, on its own, a Specified Breach, a Non-Specified Breach, or an accelerated Obligation of any other Payment Party, a related Payment Group, or any other Person and (iii) the acceleration of Payment Obligations pursuant to this Agreement with respect to a Payment Group as opposed to an individual Payment Party as the result of the exercise of remedies by the MDT following a Specified Breach shall result in the acceleration of the Payment Obligations of such Payment Group against all of the Payment Parties in such Payment Group (subject to Section 9.03) and shall not, in and of itself, result in the acceleration of Payment Obligations against any other Payment Group.

ARTICLE 10. CONDITIONS PRECEDENT

Section 10.01 Settlement Effective Date.

(a) The "Settlement Effective Date" shall be the first date on which each of the following conditions has been satisfied or waived by the Sackler Parties' Representative and the MDT, with the consent of the Governmental Consent Parties and the Creditors' Committee (which consent shall not be unreasonably withheld or delayed) (except with respect to the conditions in subparagraphs (iv), (vi), (viii)-(x), and (xii)-(xvii) in this Section 10.01(a)), which may be waived by the MDT in its sole discretion, with the consent of the Governmental Consent Parties and the Creditors' Committee (which consent shall not be unreasonably withheld or delayed), *provided* that should the MDT waive any such conditions with respect to a Sackler Party without the consent of the Sackler Parties' Representative (pursuant to this Section 10.01(a)), then in no event may the MDT (or any other Party) subsequently claim that there has been a Breach due to the failure of the Sackler Parties to satisfy any such condition or any matter related thereto:

(i) the Disclosure Statement Order (A) shall be in full force and effect and (B) shall not have been reversed, modified or stayed, or be subject to a motion to stay;

(ii) the Confirmation Order (A) shall be in full force and effect and (B) shall not have been reversed, modified or stayed, or be subject to a motion to stay;

(iii) the Definitive Documents shall have been executed and delivered by each of the parties thereto and are in form and substance acceptable to the Sackler Parties' Representative in accordance with Section 11.08, and to the other parties thereto in accordance with the consents set forth therein or in the Plan;

(iv) the Rosetta Trust shall have been funded by one or both of the Funding Trusts with Cash Equivalents (as defined in Annex B) in an amount not less than the Initial Collateral Account Amount (as defined in Annex B);

(v) the approval of the terms of this Agreement and the Settlement Agreements, and of the appointment in further trust of the funding of the Rosetta Trust by one or both of the Funding Trusts as set forth in Section 10.01(a)(iv) and the confirmation of the authority of the trustees of each A-Side Payment Party that is a Trust whose Governing Law Jurisdiction is or includes the law of Jersey (Channel Islands) to enter into and perform all obligations thereunder (including, but not limited to, all payment obligations, provision of security and disclosure of documents) by the Royal Court of Jersey (Channel Islands) in connection with a pleading to be brought before that court by each Relevant Jersey Trust and to which all beneficiaries required for the Royal Court of Jersey to issue an order binding on all trust beneficiaries thereof (including those not in attendance) are to be convened and shall have the ability/opportunity to object to the grant of such approval to the trustees of each such Relevant Jersey Trust;

(vi) the MDT shall have received a certificate executed by the trustees of the Rosetta Trust certifying which of the Funding Trusts provided all or any portion of the funding set forth in Section 10.01(a)(iv) and that attached thereto is a true and correct copy of the Funding Trust Appointment with respect to each such Funding Trust and that each such Funding Trust Appointment was consented to by all of the beneficiaries necessary under the laws of such Funding Trust's Jurisdiction of Administration to non-judicially settle an account of proceedings of the trustees thereof covering the exercise of the power of appointment referred to in Section 10.01(a)(v);

(vii) the Master Disbursement Trust has become party to and bound by this Agreement and has assumed all obligations of the MDT as provided in this Agreement;

(viii) the MDT shall have received a copy of the Court Order issued by the Royal Court of Jersey (Channel Islands) or an extract thereof verifying the approval and confirmation set out in Section 10.01(a)(v) above;

(ix) the MDT shall have received Opinions of Counsel regarding:

(A) The corporate and/or trustee authority of the Sackler Parties that are not natural persons to enter into this Agreement and the Collateral Documents except with respect to any Trust, solely to the extent such authority is addressed to the reasonable satisfaction of the MDT in the Court Order received by the MDT pursuant to Section 10.01(a)(viii); and

(B) The corporate and/or trustee authority of the IAC Payment Parties that are not natural persons and the IAC Pledgors to enter into the IAC Collateral Documents;

(x) each of the Persons listed on Exhibit K shall have executed and delivered to the MDT a Further Assurances Undertaking substantially in the form of Exhibit P;

(xi) the Plan Effective Date shall occur substantially simultaneously with the occurrence of the Settlement Effective Date;

(xii) the MDT and other applicable parties shall have collectively received the payment of the first Settlement Payment from the Payment Groups and pursuant to the IAC Settlement Agreement and the Sackler Parties shall have caused the terms of Section 2.01(a)(vi) to be complied with in all respects;

(xiii) the conditions precedent set forth in each of the Credit Support Annexes shall have been satisfied (or waived) in accordance therewith;

(xiv) the Trustees of each Sackler Party that is a Trust shall have provided a Trust Certification to the MDT substantially in the form of Exhibit Q;

(xv) the personal representative of the JDS Estate shall have provided an Estate Certification to the MDT substantially in the form of Exhibit S;

(xvi) each Restricted Person that is not a Sackler Party shall have delivered an agreement reasonably satisfactory to the MDT to the effect that such Restricted Person has agreed to abide by the covenant set forth in Section 8.09;

(xvii) each Secondary Restricted Person that is not a Sackler Party shall have delivered an agreement reasonably satisfactory to the MDT to the effect that such Secondary Restricted Person has agreed to abide by the covenant set forth on Exhibit H-3;

(xviii) each of the Settling States and Participating Subdivisions under the Governmental Entity & Shareholder Direct Settlement Agreement have delivered Third Party Releases and, concurrently with the Settlement Effective Date, such releases are effective;

(xix) with respect to each Opt-Out Class Action Settlement and the Settlement with the Tribes, (x) the applicable Settlement Agreement shall have been executed and all amounts required to be paid thereunder on the Settlement Effective Date shall have been paid or will be paid on the Settlement Effective Date, or (y) all amounts payable by the Payment Parties to the MDT and members of the corresponding Class pursuant to this Agreement (and under the Plan) on the Settlement Effective Date shall be funded on the Settlement Effective Date by the Payment Parties into a Grantor Trust Arrangement in a manner reasonably acceptable to the Creditors' Committee;

(xx) with respect to any direct settlement between the Sackler Parties and any other creditor group pursuant to the Plan, all amounts payable by the Payment Parties to the MDT and members of the corresponding Class pursuant to this Agreement (and under the Plan) on the Settlement Effective Date shall be funded on the Settlement Effective Date by the Payment Parties either to the applicable Class Trust or into a Grantor Trust Arrangement in a manner reasonably acceptable to the Creditors' Committee;

(xxi) other than the Opt-Out Class Action Settlements, the Settlements with the Tribes, any direct settlement between the Sackler Parties and any other creditor group pursuant to the Plan and this Agreement, each Settlement Agreement shall have been executed and all amounts required to be paid thereunder on the Settlement Effective Date shall have been received or will be funded simultaneously with the consummation of the Plan, and all of the conditions precedent to the effectiveness of each Settlement Agreement shall have been satisfied or waived in accordance with the terms of such Settlement Agreement;

(xxii) the MDT shall have executed and delivered this Agreement and any other Settlement Agreement to which it is intended to be a party;

(xxiii) the Credit Support Annexes, Collateral, and Collateral Documents shall be in a form and manner that is acceptable to all Parties, the Governmental Consent Parties and the Creditors' Committee; and

(xxiv) the Sacklers Parties' Representative, Governmental Consent Parties, the Debtors, and the Creditors' Committee shall have reached agreement with respect to the matters contemplated by Footnote 1 to Exhibit N.

(b) The obligations of each Party under this Agreement are subject to, and shall become effective upon, the occurrence of the Settlement Effective Date. Notwithstanding the foregoing sentence, the following obligations (and only the following obligations) shall become effective upon the Agreement Effective Date (*provided* that the obligations of any A-Side Payment Party that is a Trust whose Governing Law Jurisdiction is or includes the law of Jersey (Channel Islands) shall become effective only on the date such A-Side Payment Party receives a Court Order applicable to it described in Section 10.01(a)(v)):

(i) the obligations set forth in Section 8.02 (No Interference), Section 8.07 (Notification of Breach), Section 8.08 (Opioid Business), and Section 8.10 (Opinions of Counsel);

(ii) each obligation expressly provided to be effective upon the Agreement Effective Date herein; and

(iii) the obligation of the Payment Parties to pay the first Settlement Payment Obligation on the Settlement Effective Date.

(c) In addition to the conditions to the Settlement Effective Date set forth above, the Settlement Effective Date shall not occur until either (x) any Payment Party that is a decedent's estate, as well as any Payment Party that is a Trust that explicitly guarantees such estate's obligations (to the extent such Payment Party determines court approval is required),²⁸ shall have secured final approval to the entry into and performance under the relevant Definitive Documents (including the consummation of the transactions contemplated thereby) by the applicable court, and any time period to lodge an initial appeal of such court's approval has expired without any such appeal being lodged, or if such an appeal is timely lodged, it has been denied or withdrawn or (y) the other Payment Parties of each applicable Payment Group shall have agreed with the MDT on alternative collateral accommodations acceptable to the MDT, the Governmental Consent Parties and the Creditors' Committee in their sole and absolute discretion. This condition may not be waived with respect to any Payment Party that is a decedent's estate, or Payment Party that is a Trust that explicitly guarantees such estate's obligations, without the prior written consent of the MDT, the Governmental Consent Parties and the Creditors' Committee. [For the avoidance of doubt, none of the Sackler Parties' Representative or any Payment Party or any other member of a Family Group shall have

²⁸ NTD: Side B now believes that no court approval is required for Side B trusts but is still confirming this.

any rights related to the waiver of this condition. Each of the parties to this Agreement acknowledge and agree that the Estate of Beverly Sackler and the Beverly Sackler Revocable Trust, are each required to become a Payment Party only after certain tax issues are resolved and final probate court approval is obtained. Until then, any signature page delivered by the Estate of Beverly Sackler and Beverly Sackler Revocable Trust shall be held in escrow, but shall not be released until such tax issues are addressed and finally resolved and such probate court approval is obtained].²⁹

(d) For the avoidance of doubt, (i) any Payment Party that is a decedent's estate shall not be bound by the terms of this Agreement or the Definitive Documents until final approval has been granted by the applicable court as described in Section 10.01(c) and any time period to lodge an initial appeal of such court's approval has expired without any such appeal being lodged, or if such an appeal is timely lodged, it has been denied or withdrawn, and (ii) with respect to any Trust explicitly guaranteeing the Obligations of a Payment Party that is a decedent's estate, such guarantee shall not be binding on such Trust until final approval has been granted by the applicable court if such Payment Party determines that such approval is necessary. Once such approvals are obtained, each such Payment Party shall be bound by this Agreement and the Definitive Documents.

ARTICLE 11. MISCELLANEOUS

Section 11.01 Notices. All notices, requests and other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail, postage prepaid, (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery) or (d) on the date delivered if sent by email (with confirmation of delivery), in each case, addressed as provided in a separately provided addendum to this Agreement (the "Notices Addendum").

Notices and other communications sent shall be deemed to have been given when received unless otherwise provided in this Section 11.01; *provided* that if such notice or other communication is not received during the normal business hours of the recipient, such notice or communication shall be deemed to have been received at the opening of the business on the next Business Day for the recipient. Each of the Parties may change its notice address provided for in the Notices Addendum by notice to the other Parties hereto.

Section 11.02 Payments Received. Each payment made by or on behalf of the Payment Groups under this Agreement shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff (except as set forth in Exhibit N) and shall be made to the MDT to an account as the MDT may designate from time to time in U.S. dollars, and in immediately available funds by 11:59 p.m. (New York City time) on the date specified herein. Except as otherwise set forth herein, if any payment to be made by the Payment Groups would have come due on a day other than a Business Day, payment shall be due on the next following Business Day.

Section 11.03 Survival of Representations and Warranties. All representations and warranties made by a Sackler Party hereunder and in any other document delivered pursuant hereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof for so long as the Payment

²⁹ NTD: The decision as to whether the necessary requirements for the resolution of those certain tax issues, and in case such resolution was not obtained, the mechanics regarding a potential escrow and release thereof upon satisfaction of certain conditions are all subject to further discussions with the Governmental Consent Parties, the Creditors Committee and the Debtors.

Obligations of the Payment Groups of which such Sackler Party is a member and any other amounts owed hereunder by such Payment Groups remain outstanding (accounting, in the case of an A-Side Payment Group, for the maximum amount the A-Side Payment Group may be liable for hereunder). Such representations and warranties have been or will be relied upon by each Party, regardless of any investigation made by any Party or on their behalf, and shall continue in full force and effect as long as any Payment Obligations of the Payment Groups of which such Sackler is a member and any other amounts owed hereunder by such Payment Groups remains outstanding (accounting, in the case of an A-Side Payment Group, for the maximum amount the A-Side Payment Group may be liable for hereunder).

Section 11.04 Remedies Cumulative; Specific Performance. Subject to Section 3.07, (a) the rights and remedies of the Parties shall be cumulative (and not alternative) and not exclusive of any rights, remedies, powers and privileges provided by Law, (b) the Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and (c) that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity, in each case without the requirement of posting any bond or other type of security. For avoidance of doubt, no failure of the MDT or Settling States under any provision of this Agreement or the Collateral Documents shall excuse performance by the Sackler Parties of their respective Obligations.

Section 11.05 Confession of Judgment.

(a) On or before the Settlement Effective Date, each Sackler Party shall execute and deliver a confession of judgment, in substantially the form attached hereto as Exhibit Y (each, a “Confession of Judgment”) and agrees, from time to time upon written request by the MDT, to deliver all supplements (or if so required, new Confessions of Judgment) that the MDT determines are reasonably necessary to maintain the effectiveness and validity of any such Confession of Judgment. For the avoidance of doubt, such supplements or new Confessions of Judgment may be signed on behalf of a Sackler Party by a guardian, conservator or other Person duly appointed to represent such Sackler Party and empowered to execute a Confession of Judgment binding on such Sackler Party under all applicable Law. Notwithstanding the foregoing, if, on the Settlement Effective Date, A-Side Payment Group 8 funds all of the amounts payable by A-Side Payment Group 8 pursuant to Section 2.01(g) (i.e., \$85,000,000) (including making prepayment in full, subject to appropriate discount as contemplated herein, of A-Side Payment Group 8’s Settlement Payment Obligations due on the fifth (5th) and sixth (6th) Payment Dates), no Sackler Party that is a member of A-Side Payment Group 8 shall be required hereby to deliver a Confession of Judgment.

(b) Each Sackler Party hereby irrevocably authorizes any attorney-at-law to, upon the occurrence of any Breach, appear for such Sackler Party in the Bankruptcy Court or other court of competent jurisdiction, admit the obligations of the Sackler Party that have come due and are in breach under this Agreement, and waive the issuing and service of process and confess judgment against such Sackler Party for the amount then due, together with costs of suit, and thereupon to waive all errors and all rights of appeal and stay of execution.

(c) Each confession of judgment executed and delivered under this Section 11.05(c) shall include submission by the executing Sackler Party to the personal jurisdiction of the court in which such confession of judgment is filed, but solely to the extent necessary to effectuate such confession of judgment, and shall otherwise preserve all defenses of such Sackler Party (including jurisdictional defenses) in litigation of any Cause of Action that is not a Shareholder Released Claim.

Section 11.06 Entire Agreement; Severability; Amendments and Waivers.

(a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

(b) Except as provided in Section 11.06(c), if any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(c) Notwithstanding anything else contained in this Agreement or in the Plan or the Plan Documents, the Plan provisions effectuating the Third-Party Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction, (i) are integrated with and integral to this Agreement and the Settlement, (ii) are not and shall not be severable from this Agreement, the Settlement, and those provisions of the Plan or the Plan Documents that do not relate to releases, and (iii) shall not be excised or modified other than in accordance with the Plan and this Agreement. If the Plan provisions effectuating the Third-Party Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction are deemed null, void, illegal or unenforceable, then the terms, provisions, covenants, and restrictions of this Agreement shall be void and shall not remain in force or effect, except as specifically and expressly stated otherwise in this Agreement or the Plan, or as specifically and expressly agreed in writing by all Parties to this Agreement.

(d) No failure or delay by any Party in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Any provision of this Agreement or the exhibits hereto may be (i) amended only in a writing signed by the MDT, the Sackler Parties' Representative and the A-Side Payment Group 8 Representative (but in the case of the A-Side Payment Group 8 Representative, only (A) with respect to an increase or advancement of the Payment Obligations of A-Side Payment Group 8 or (B) if the effect of such amendment would materially and adversely affect the rights, interests, or obligations of the A-Side Payment Group 8 in a manner that would be disproportionate to the effect of such amendment on the other Payment Parties, taken as a whole), or (ii) waived only in a writing executed by the Person against which enforcement of such waiver is sought; *provided*, that the Sackler Parties' Representative shall act on behalf of the Sackler Parties in respect of any waiver under this clause (e) (unless the rights, interests, or obligations of A-Side Payment Group 8 are materially and adversely affected in a manner that is disproportionate relative to the effects of such waiver on the rights, interests, or obligations of the other Payment Parties, taken as a whole, in which case the A-Side Payment Group 8 Representative shall so act on behalf of A-Side Payment Group 8); and *provided, further*, that the Sackler Parties' Representative shall be permitted to, solely with the prior consent of the MDT (which shall be given or denied in its reasonable discretion with respect to administrative matters such as changes to exhibits and schedules hereto due to the passage of time and transactions permitted hereunder, but otherwise in its sole discretion), amend Exhibit A hereto at any time and from time to time, to add or remove Sackler Parties, including as a result of any Sackler Party that is a Trust splitting into separate trusts or combining with one or more other trusts or being distributed or appointed (in whole or in part) to another trust, the winding up of a Sackler Party that is a deceased

individual's estate or replacing a Sackler Party that is an individual with his or her estate (subject to compliance with Section 11.09 in each case). No waiver of any provision hereunder or any breach thereof shall extend to or affect in any way any other provision or prior or subsequent breach. However, the MDT shall not unreasonably withhold or delay consent for a qualifying restructuring under Section 8.01.

Section 11.07 Sackler Parties' Representative.

(a) Designation. Subject to the terms and conditions of this Section 11.07, the Sackler Parties' Representative is hereby designated as the representative of the Sackler Parties with respect to the matters set forth in this Agreement, and solely to the extent set forth therein, the Collateral Documents and the other documents or agreements contemplated hereby or thereby to be performed by the Sackler Parties.

(b) Authority. By the approval of this Agreement, each of the Sackler Parties hereby irrevocably constitutes and appoints the Sackler Parties' Representative as the representative, agent, proxy and attorney-in-fact for each of the Sackler Parties for all purposes authorized under this Agreement, including the full power and authority on behalf of the Sackler Parties to (i) take all other actions to be taken by or on behalf of each Sackler Party (or the Sackler Parties collectively) in connection herewith and (ii) do each and every act and exercise any and all rights which each Sackler Party (or the Sackler Parties collectively) is permitted or required to do or exercise under this Agreement or any other agreement contemplated hereby. Each of the Sackler Parties agrees that such agency and proxy are coupled with an interest, are therefore irrevocable without the written consent of the Sackler Parties' Representative and shall survive the bankruptcy, dissolution, liquidation, death or incapacity of any Sackler Party. All decisions and actions by the Sackler Parties' Representative (to the extent authorized by this Agreement) shall be binding upon each of the Sackler Parties, and no Sackler Party shall have the right to object, dissent, protest or otherwise contest the same.

(c) Reliance. Each Sackler Party agrees that the other Parties shall be entitled to rely on any action taken by the Sackler Parties' Representative on behalf of such Sackler Party (an "Authorized Action"), and that each Authorized Action shall be binding on each Sackler Party as fully as if such Sackler Party had taken such Authorized Action.

(d) Limitation of Liability. Each Sackler Party (including but not limited to each Sackler Party) acknowledges and agrees that the Sackler Parties' Representative shall have no liability to, and shall not be responsible for any costs or expenses, judgments, fines, losses, claims, damages or liabilities of, any Party or to or of any of their respective officers, directors, employees, Affiliates and/or agents in connection with any actions taken or omitted to be taken by the Sackler Parties' Representative under or in respect of this Agreement, except to the extent resulting from fraud, or willful misconduct by the Sackler Parties' Representative.

(e) Survival. All of the immunities and powers granted to the Sackler Parties' Representative hereunder shall survive the termination of this Agreement.

(f) Exclusion of A-Side Payment Group 8. For the avoidance of doubt, notwithstanding anything to the contrary in this Section 11.07 or otherwise in this Agreement, the Sackler Parties' Representative shall not (i) be the representative of A-Side Payment Group 8 or any A-Side Payment Party that comprises A-Side Payment Group 8, or (ii) be the attorney-in-fact of, have any authority to take any action or exercise any right on behalf of, consent to any action on behalf of, agree to any amendment of this Agreement on behalf of, or otherwise bind, A-Side Payment Group 8 or any A-Side Payment Party that comprises A-Side Payment Group 8. Instead, by the approval of this Agreement, A-Side Payment Group 8 hereby irrevocably constitutes and appoints the A-Side Payment Group 8 Representative as the representative, agent, proxy and attorney-in-fact for each of the A-Side Payment Parties comprising A-Side

Payment Group 8 for all purposes authorized under this Agreement. In addition, wherever in this Agreement any notice, information or other communication is to be given to the Sackler Parties' Representative, the Parties agree that such notice, information or other communication shall instead or also be given to A-Side Payment Group 8 Representative to the extent that the same relates to or affects any of the rights or obligations of A-Side Payment Group 8 under this Agreement.

Section 11.08 Sackler Parties' Consent Rights.

(a) In addition to and in no instance limiting the consent rights of the Sackler Parties' Representative as otherwise set forth in this Agreement and/or in the Definitive Documents, the Definitive Documents shall be in form and substance acceptable to the Sackler Parties' Representative (i) in its sole discretion solely with respect to the Specified Shareholder Provisions and (ii) in its reasonable discretion with respect to all other matters outside the scope of the foregoing clause (i) solely with respect to those terms relating to the rights, obligations, or interests of the Shareholder Released Parties[; provided that the Sackler Parties' Representative's rights to consent to any provisions in the Creditor Trust Documents related to the administration of claims shall be limited to the rights set forth in the preceding subclause (i), and no additional rights shall accrue pursuant to subclause (ii)]. For the avoidance of doubt, the Sackler Parties agree that the Creditor Trust Documents filed at [●] on the docket of the Bankruptcy Cases is in form and substance acceptable to the Sackler Parties in accordance with this Section 11.08.

Section 11.09 Binding Effect; Third Party Beneficiaries; Assignment.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. No provision of this Agreement (including, without limitation, any right to access the Special Operating Reserve or Released Claims Reserves or receive any information related thereto) is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties hereto and their respective successors and assigns, except that the Creditors' Committee and Governmental Consent Parties shall be third-party beneficiaries of Section 2.01(g), Section 2.04, Section 8.10, Article 10 and Exhibit I, the Private Creditor Trusts and the Public Schools Trust shall be third-party beneficiaries of Section 4.09, and the Private Creditor Trust MFN Representative shall be a third-party beneficiary of Section 11.13 and Section 11.20, the Settling States shall be third-party beneficiaries under this Agreement with respect to Section 8.05 and Section 8.08 for purposes of enforcing any Breach thereof in the Bankruptcy Court or any appropriate state court), in each case, entitled to enforce the provisions thereof as if party hereto, as applicable.

(b) No Sackler Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the MDT (*provided*, for the avoidance of doubt, any amendment to any other provision of this Agreement, including without limitation amendments to Exhibit F hereto to reflect changes not expressly contemplated by this Section 11.09, shall require the consent of the MDT). Any purported assignment of this Agreement in violation of this Section 11.09(b) shall be null and void *ab initio*. The MDT shall not unreasonably withhold or delay consent for any qualifying restructuring under Section 8.01.

Section 11.10 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute hereunder), without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction. For the avoidance of doubt, each of the MDT and the Debtors shall have the benefit in connection with any matter with respect to a Sackler Party that is a Trust arising from or related to this Agreement and the Collateral Documents of the most protective protections afforded third-parties dealing in good faith with trustees in their capacities as such in good faith reliance on representations made by them in their capacities

as trustees under the internal laws of such Trust's Jurisdiction of Administration as set forth on Exhibit R, but giving effect to the extent they are even more protective, to the terms of such Trust's governing instrument and the effect of any choice of law provisions contained therein.

Section 11.11 Jurisdiction; Contested Matter.

(a) Except as otherwise set forth in this Agreement, the parties hereto agree that any Proceeding seeking to enforce any provision of, or based on a matter arising out of or in connection with, this Agreement shall be brought in the Bankruptcy Court, and each of the parties hereby irrevocably consents for such purpose to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) or, in the event Bankruptcy Court does not have or accept such jurisdiction, in any federal court sitting in the Southern District of New York and any appellate court therefrom or, in the event such federal court does not have or accept jurisdiction, a New York State court and any appellate court therefrom in any such Proceeding. Each of the parties hereto irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided this Section 11.11(a) shall be deemed effective service of process on such party. For the avoidance of doubt, nothing in this Section 11.11(a) shall prevent any Party from initiating a Proceeding in any relevant jurisdiction to enforce any order, ruling or judgment of any of the courts above.

(b) The Parties agree that any Proceeding arising under, related to, or in connection with this Agreement, including any action seeking specific performance of any provision of this Agreement or declaratory judgment concerning this Agreement, shall be heard and determined by the Bankruptcy Court as a contested matter under Rule 9014 of the Federal Rules of Bankruptcy Procedure. With respect to such Proceeding, each Party agrees to (i) submit to the jurisdiction of the Bankruptcy Court, (ii) consent to the authority of the bankruptcy to enter Final Orders or judgments, and (iii) waive and not advance any argument that such dispute is or must be adjudicated as an adversary proceeding governed by Part VII of the Federal Rules of Bankruptcy Procedure or that the Bankruptcy Court is an improper or inconvenient forum or venue. Any party to such Proceeding shall be permitted to request that the Bankruptcy Court adjudicate such dispute on an expedited basis, and all other parties shall consent to such expedited adjudication. This Section 11.11(b) shall not apply to actions brought in connection with the exercise of the Release Remedy.

(c) Notwithstanding the foregoing, any disputes that relate to matters contemplated to be resolved in accordance with Article 6 of the Governmental Entity & Shareholder Direct Settlement Agreement, shall be resolved on the terms and conditions set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

Section 11.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.13 Dispute Resolution.

(a) For purposes of any provision of this Agreement requiring "fast track arbitration", this Section 11.13 shall apply.

(b) The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by the Sackler Parties' Representative, one (1) arbitrator shall be chosen by the MDT, and the third arbitrator shall be agreed upon by the first two (2) arbitrators (the "National Arbitration Panel"); *provided* that if a panel is constituted on matters arising out of disputes primarily between the Sackler Parties' Representative (or any other Sackler Party) on the one hand and Private Claimants (or a trustee for the Private Creditor Trusts) on the other: (i) related to Section 11.20 where Private Claimants, any Private Creditor Trusts, or the Private Claimant MFN Representative are a party to the dispute, or (ii) related to Released Claims Reserves pursuant to Section 2(f) of Exhibit N where Private Claimants (or a trustee for one or more Private Creditor Trusts) are a party to the dispute then, (A) in lieu of an arbitrator being selected by the MDT, one arbitrator shall be selected by the Private Claimant MFN Representative; (B) accordingly, the third arbitrator shall be selected by the arbitrators chosen by the Private Claimant MFN Representative and the Sackler Parties' Representative; and (C) upon receipt of notice in accordance with Section 11.01, the MDT shall have the right, but not the obligation, to participate in such arbitration for the limited purpose of representing and asserting the rights of any other Holder that may be affected by the potential decision therein, upon demonstrating a potential interest in such dispute.] Other than in situations described in the immediately preceding proviso, the membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, or otherwise requested, the retiring arbitrator shall be replaced by the party that selected him/her.

(c) The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year. The National Arbitration Panel shall make reasonable efforts to decide all contractual interpretation issues and payment calculation disputes that may arise in connection with this agreement within sixty (60) calendar days of filing, and in no event shall it take longer than one hundred eighty (180) calendar days of filing.

(d) The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible and with a presumption in favor of remote participation to minimize the burdens on the parties.

(e) The decisions of the National Arbitration Panel shall be binding on the Parties; provided, however, that consistent with principles of res judicata and collateral estoppel, the MDT, as a potential non-party to the dispute matters described in the proviso set forth in Section 11.13(b), shall not be bound, in unrelated disputes, by matters of contractual interpretation determined by such decisions that might otherwise affect such unrelated disputes.

(f) Each party shall bear its own costs in any arbitration or court proceeding arising under this Section 11.13. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, e.g., a dispute between Payment Groups and/or the Sackler Parties' Representative and the relevant counterparty from the MDT, the Settling States, the Private Claimants and the General Unsecured Creditors shall be split fifty percent (50%) by the relevant Payment Parties and fifty percent (50%) by the relevant counterparty from the MDT, the Settling States, the Private Claimants and the General Unsecured Creditors that are parties to the dispute.

(g) Each arbitrator shall be impartial and independent regarding any dispute. If any party disputes the independence or impartiality of any arbitrator on the National Arbitration Panel, the party may request the National Arbitration Panel to replace such arbitrator. The National Arbitration Panel shall have the authority to remove an arbitrator on these grounds.

(h) The seat of arbitration shall be New York, New York.

Section 11.14 Counterparts; Trustee of Multiple Trusts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original (subject to the last sentence in this Section 11.14), with the same effect as if the signatures thereto and hereto were upon the same instrument. To the extent any Sackler Party signs this agreement in his, her or its capacity as trustee (to the extent such Trusts are Sackler Parties) of a Trust, such signature shall be deemed to be in respect of all Trusts of which such Person is trustee. This Agreement shall become effective on the Agreement Effective Date upon execution by each of the Parties. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement, subject to the provisions of Article 10.

Section 11.15 Document Repository. The Sackler Parties agree to participate in the public document repository to be established pursuant to the Plan on the terms and conditions set forth in the Plan.

Section 11.16 Defense of Third-Party Releases. If any Person initiates, pursues, or prosecutes in any United States forum any civil proceeding, claim, or Cause of Action of any kind whatsoever against any Shareholder Released Party, in violation of the Third-Party Releases or based on an allegation that the Third-Party Releases do not apply to such Shareholder Released Party or Released Party with respect to such proceeding, claim, or Cause of Action (and the Shareholder Released Party has a reasonable basis to believe that the Third-Party Releases do apply with respect to such proceeding, claim or Causes of Action), including by making a request for leave under Section 11.01(e) of the Plan that the applicable Shareholder Released Party or Released Party has a reasonable basis to challenge, then the MDT shall appear in the relevant United States forum as soon as reasonably practicable after any Shareholder Released Party has provided notice to the MDT of such proceeding, claim, or Cause of Action and shall use commercially reasonable best efforts, based on the advice of the MDT's legal counsel, to assist the applicable Shareholder Released Party or Released Party and its counsel with their enforcement of the provisions of this Agreement (which may include, for example and if appropriate under the applicable facts and circumstances, filing motions, pleadings, briefs, or other documents or papers; advancing arguments or positions; seeking available relief or remedies; supporting any arguments and any requests for a determination that such proceeding, claim, or Cause of Action is covered and barred by the Third-Party Releases; and taking other actions reasonably necessary and appropriate consistent with applicable Law to enforce the provisions of this Agreement), and the costs of doing so shall be borne exclusively by the MDT. For the avoidance of doubt, any Shareholder Released Party or Released Party that is determined by a court of competent jurisdiction not to be covered by the Third-Party Releases with respect to any civil proceeding, claim, or Cause of Action shall retain, or shall have restored, all associated defenses, cross-claims, counterclaims, third-party claims, offsets and recoupments under applicable law that were, or would otherwise have been, transferred to the MDT or subsequently transferred to any Creditor Trust in accordance with [Section 5.6(g) of the Plan] and [Section 10 of the Master TDP] (as included in the Plan Documents) for the purposes of such civil proceeding, claim, or Cause of Action; *provided* that (i) no such defenses, claims or rights may be asserted by any Person, directly or indirectly, to seek or obtain any affirmative monetary recovery from any such Protected Party, unless such Protected Party is the Person initiating, pursuing, or prosecuting the applicable civil proceeding, claim, or Cause of Action and (ii) nothing in the foregoing shall limit or affect the transfer of the MDT Shareholder Insurance Rights to the MDT under [Section 5.6(j) of the Plan].

Notwithstanding anything to the contrary herein, (a) nothing in this Section 11.16 shall require the MDT to appear or participate in any proceeding, or pursue any strategy or advance any argument or position, to the extent the MDT determines in good faith, based on advice of its legal counsel, that the claim or Cause of Action that is the subject of such proceeding is not being advanced in violation of the Third-Party Releases, or such argument, position or strategy is not legally justifiable or correct (including that it is not consistent with ethical obligations of its legal counsel (other than any ethical obligation related to a conflict of interest of such counsel)); and (b) nothing in this Section 11.16 shall require the MDT to take any further action in respect of any claim or Cause of Action following a determination by a court of

competent jurisdiction that such claim or Cause of Action is not in violation of the Third-Party Releases (or any other determination in a proceeding under Section 11.01(e) of the Plan that is adverse to the Shareholder Released Parties) or the Released Parties.

Section 11.17 Certain Shareholder Released Party Insolvencies. Notwithstanding the Plan or anything to the contrary in this Agreement, if any 11.17 Assuring Party or Subsidiary of a Payment Party], in each case, other than a Payment Party, who received a Shareholder Release, (i) is subject to an unpaid judgment on account of liability for Causes of Action that would have been released had the respective plaintiff been a Settling Party and (ii) voluntarily or involuntarily becomes subject to an Insolvency Proceeding, then such Shareholder Release Party's Shareholder Release shall be modified and the Channeling Injunction solely as relates to such Shareholder Release shall be lifted, in each case, solely to the minimum extent necessary to facilitate the assertion, solely in such proceeding, by the Master Disbursement Trust of Claims on account of the estate and direct Causes of Action against such Shareholder Released Party that were previously held by the Settling Parties for (i) fees and expenses incurred in the enforcement of Master Disbursement Trust's rights under this Agreement in connection with such proceeding (and, in any such proceedings, the Master Disbursement Trust may seek such fees and expenses to be paid currently (with such claim to be afforded status as a superpriority administrative expense), which such Allowed Claim shall be payable consistent with the priorities set forth in Section 9.02(d)) and (ii) the amount of then unpaid Settlement Payment Obligations for all Payment Groups (the "Non-Payment Party Deemed Allowed Claim") in respect of the potential for the Master Disbursement Trust to exercise the Release Remedy to otherwise facilitate the actual recovery in full of the Master Disbursement Trust from such party on account of the Settlement Payment Obligations of the Payment Group(s) associated with the Family Group(s) of which it is a member; *provided, further, however*, the aggregate amounts recovered on account of any such Non-Payment Party Deemed Allowed Claim in excess of amounts otherwise owing under this Agreement by the Payment Group(s) associated with the Family Group(s) of which such party is a member shall be paid directly to the applicable Payment Group or Payment Groups (if such Payment Party is a part of multiple Payment Groups). The Non-Payment Party Deemed Allowed Claim and the related limited exception to the Shareholder Release is being agreed in lieu of, and to avoid any litigation with respect to, any Causes of Action (including contingent Causes of Action) that otherwise may be asserted in connection with any rights that exist on account of the potential Release Remedy against any applicable party subject to an Insolvency Proceeding, and the agreement to such claim and exception is conditioned upon no Settling Party asserting any Causes of Action in such Insolvency Proceeding in connection with the Release Remedy, including asserting any argument on the merits of any Cause of Action subject to the Shareholder Releases.

Section 11.18 Survival. Notwithstanding anything to the contrary in this Agreement, Section 2.01(f)(i) and Section 2.01(f)(iii), shall survive termination of this Agreement solely as between the Sackler Parties and shall continue in full force and effect for the benefit of the applicable Parties in accordance with the terms hereof.

Section 11.19 Acknowledgment. The "allocation" of settlement amounts on account of Estate Releases, on the one hand, and the Direct Release, on the other, is part of an overall compromise and settlement under Bankruptcy Rule 9019 between the Debtors, the Creditors' Committee, all creditor groups that are Mediation Parties, and the Sackler Parties, and, upon confirmation of the Plan will be deemed to be a settlement between the Debtors, the Creditors' Committee, all creditor groups that are Mediation Parties, and the Sackler Parties in which, among other things, the Sackler Parties are providing the Settlement Payments in consideration over fifteen (15) years. The "allocation" is intended by the Sackler Parties and the other Mediation Parties, among other things, to facilitate the distribution of proceeds for opioid abatement, victim compensation, and other permitted uses under the Plan and otherwise. All parties, including the public side claimants and the Sackler Parties (as well as the Shareholder Released Parties), agree that neither the amount of the Settlement Payments nor the "allocation" (including any allocation

between the Sackler Parties of the payment responsibility) reflects any concession or agreement by any party as to the strength, validity, merits, collectability, amount, or otherwise, of the Estate Released Claims or of the Direct Released Claims or any defenses to the Estate Released Claims or the Direct Released Claims, and that if for whatever reason the agreement in principle is not consummated, neither the amount of the Settlement Payments nor the “allocation” shall be cited or used by the Debtors, the Creditors’ Committee, all creditor groups that are Mediation Parties, or the Sackler Parties (or the Shareholder Released Parties) – or any party hereto – for any purpose whatsoever in any pleading or proceeding wherever or whenever. Further, all parties hereto agree that no party hereto will be bound by this Agreement (other than as set forth in this paragraph and in the last sentence of each of Section 9.08(a) and Section 11.17) with regard to what it may state in a pleading, court hearing, proceeding or otherwise about the strength, validity, merits, collectability, amount, or otherwise, of the Estate Released Claims or of the Direct Released Claims, or any defenses thereto, including, without limitation, in any pleading filed in connection with this Agreement or the Plan. In addition, all parties hereto agree that this paragraph shall be binding forever upon all parties from March 18, 2025, regardless of whether this Agreement becomes effective or any other settlement is consummated, and shall be specifically enforceable by the Bankruptcy Court (with no cap on damages that may be awarded).³⁰ All parties agree that this provision is non-severable from the overall compromise and settlement, and is an integral part hereof. This paragraph is specifically subject to Federal Rule of Evidence 408 and analogous state provisions barring the use of settlement offers and communications to prove the validity or amount of disputed claims.

Section 11.20 Most Favored Nation Provisions. If (x) a Private Claimant MFN Representative has been appointed and has notified the Sackler Parties’ Representative of such appointment and (y) a Payment Party or Payment Parties within a Payment Group (a “Separately Settling Payment Group”) enters into a settlement agreement with any Non-Settling Private Claimant that resolves a Cause of Action similar in scope to those released by a Settling Private Claimant under this Agreement on overall payment terms that are more favorable to the Non-Settling Private Claimant on a net present value basis (calculated with a 7.0% discount rate, discounted back to the date of the first payment) than the overall payment terms the Non-Settling Private Claimant would have received under this Agreement based on the same level of participation, the Private Claimant MFN Representative shall have thirty (30) calendar days after receiving notice of such settlement to review, pursuant to Section 11.20(b), of the overall payment terms of this Agreement solely concerning that Separately Settling Payment Group and the Non-Settling Private Claimant agreement, pursuant to clauses (a) through (f) below. This review allows such Private Claimant MFN Representative to obtain overall payment terms at least as favorable as those secured by the Non-Settling Private Claimant, solely with respect to the Separately Settling Payment Group. “Overall payment terms” include consideration of all payment terms of both agreements, including, but not limited to, the amount, timing, and any conditions or contingencies of payments. Any changes to a Separately Settling Payment Group’s overall payment terms shall not adversely affect any other Payment Group.

(a) For any settlement involving Shareholder Released Claims entered into with a Non-Settling Private Claimant, the Separately Settling Payment Group shall provide the MDT (with a copy to the Sackler Parties’ Representative) with the settlement agreement or relevant consent judgment within thirty (30) calendar days of the settlement’s consummation. The MDT shall promptly distribute a copy to the Private Claimant MFN Representative, which notice shall start the thirty (30) day review period.

(b) In the event that a Private Claimant MFN Representative believes that the overall payment terms of an agreement by a Separately Settling Payment Group with a Non-Settling Private Claimant are more favorable to the Non-Settling Private Claimant as set forth in Section 11.20(a), the Private Claimant MFN Representative and the Separately Settling Payment Group shall engage in the following process:

³⁰ This sentence shall not apply to the States.

(i) Within sixty (60) calendar days of the date on which the MDT provides a settlement agreement or consent judgment to the Private Claimant MFN Representative, the Private Claimant MFN Representative shall provide notice to the Separately Settling Payment Group (with a copy to the Sackler Parties' Representative) of its intent to seek revision of this Agreement to provide payment terms to the [Settling Private Claimants] that are, on an overall basis, as favorable as those obtained by the Non-Settling Private Claimant as described above. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and shall provide, in detail, the basis for the Private Claimant MFN Representative's belief that it is entitled to a revision of the Agreement.

(ii) The Separately Settling Payment Group shall, within thirty (30) calendar days, provide a response to the Private Claimant MFN Representative (with a copy to the Sackler Parties' Representative), explaining its position, in detail, as to whether the Settling Private Claimant(s) are entitled to more favorable overall payment terms than those provided for in this Agreement.

(iii) In the event the Private Claimant MFN Representative and the Separately Settling Payment Group do not reach agreement as to the application of this Section 11.20(b), the Private Claimant MFN Representative may, at the sole cost of the Settling Private Claimant(s) and the separately Payment Group, petition the National Arbitration Panel to seek a ruling from the National Arbitration Panel as to the applicability of this Section 11.20(b), *provided* that the Private Claimant MFN Representative may seek such review only if at least [] Settling Private Claimants co-sign the petition. The National Arbitration Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section 2.07(e).

(iv) The Private Claimant MFN Representative and Non-Settling Private Claimant(s) and the Separately Settling Payment Group shall be bound by the determination of the National Arbitration Panel of the overall payment terms of this Agreement and the Non-Settling Private Claimant agreement so that such Private Claimant MFN Representative may obtain, with respect to the Separately Settling Payment Group, overall payment terms at least as favorable as those obtained by such Non-Settling Private Claimant. A copy of the Panel's decision shall be promptly shared with the Sackler Parties' Representative.

(c) [This Section 11.20(c) does not apply to, and there is no ability of any Settling Private Claimant to seek or obtain revision of this Agreement based on, any agreement with a Shareholder Released Party that is entered into with a Non-Settling Private Claimant after: (a) either the earlier of (i) after the close of expert discovery or (ii) after a date ninety (90) calendar days prior to the scheduled start date of a trial (including an administrative proceeding) between the Shareholder Released Party and the Non-Settling Private Claimant, *provided* that, where, in order to complete a settlement, a Non-Settling Private Claimant and the Released Party jointly request an adjournment of the scheduled start date of a trial within ninety (90) calendar days of that date, this exception will take account of such adjournment; or (b) a Non-Settling Private Claimant that has obtained any court order or judicial determination that grants judgment (in whole or in part) against any Released Party in the Non-Settling Private Claimant's case. The National Arbitration Panel shall have no power to review agreements that satisfy any of the conditions described in this paragraph.]

(d) [This Section 11.20 does not apply to, and there is no ability of any Settling Private Claimant to seek or obtain revision of this Agreement based on, any agreement between a Shareholder Released Party and federally recognized tribes, Non-Participating Subdivisions (as defined in the Governmental Entity & Shareholder Direct Settlement Agreement), Non-Settling States (as defined in the Governmental Entity & Shareholder Direct Settlement Agreement), Non-Participating Special Districts (as defined in the Governmental Entity & Shareholder Direct Settlement Agreement) or [•].]

(e) This Section 11.20 will not apply to any agreement entered into more than eighteen (18) months after the Plan Effective Date.

(f) This Section 11.20 may be waived by the Private Claimant MFN Representative.

Section 11.21 Debtor Asset Sales. The Debtors shall not sell or otherwise dispose of any of their assets (other than in the ordinary course) at any time on or before the Settlement Effective Date without the written consent of the Sackler Parties' Representative unless such asset sale or other disposition would not impose tax costs or liabilities on, or otherwise adversely impact, any Shareholder Released Party. This Section 11.21 shall be effective as of the Agreement Effective Date.

[Signature Page Follows]

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

[MDT]

By: _____
Name:
Title:

[Sackler Parties' Representative]

By: _____
Name:
Title:

[Sackler Party 1]

By: _____
Name:
Title:

[Sackler Party 2]

By: _____
Name:
Title:

[Sackler Party 3]

By: _____
Name:
Title:

[Debtor 1]

By: _____
Name:
Title:

[Debtor 2]

By: _____
Name:
Title:

[Debtor 3]

By: _____
Name:
Title:

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Exhibit A
Payment Groups and Payment Parties

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Exhibit A

A-Side Payment Parties: Payment Groups

A-Side Payment Group 1	A-Side Payment Group 2
A-Side General Obligors <u>Second Tier Obligors</u> Theresa E. Sackler 1988 Trust Theresa E. Sackler 2008 Trust Millennium Trust Perelle Bay Trust <u>Third Tier Obligor</u> Theresa Sackler <u>Fourth Tier Obligor</u> None	A-Side General Obligors <u>Second Tier Obligor</u> Rosetta Trust <u>Third Tier Obligor</u> Kathe Sackler <u>Fourth Tier Obligor</u> None
A-Side Payment Group 3	A-Side Payment Group 4
A-Side General Obligors <u>Second Tier Obligors</u> Ilene S. Lefcourt Trust 88 Ilene S. Lefcourt Trust 96 ISL 2010 Family Trust ISL 2011 Family Trust <u>Third Tier Obligor</u> Ilene Sackler Lefcourt <u>Fourth Tier Obligor</u> None	A-Side General Obligors <u>Second Tier Obligors</u> MDAS Investment Trust Mortimer DA Sackler Trust 1996 MDAS 2010 Family Trust MDAS 2011 Family Trust MDAS Children's Trust 2012 MDAS 2023 Children's Trust Nixie Trust <u>Third Tier Obligor</u> Mortimer D.A. Sackler <u>Fourth Tier Obligor</u> None
A-Side Payment Group 5	A-Side Payment Group 6
A-Side General Obligors <u>Second Tier Obligors</u> MDS 2006 Trust MDS 1992 Trust MDS Beacon 2010 Trust MDS Beacon 2011 Trust MDS Family Trust 2010 <u>Third Tier Obligor</u>	A-Side General Obligors <u>Second Tier Obligors</u> MTS 2013 Family Trust MTS 2016 Trust MTS Beacon 2013 Trust MTS Beacon 2014 Trust MTS Beacon 2015 Trust MTS Beacon Trust 2010 MTS Beacon Trust 2011

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None	MTS Beacon Trust 2012 MTS Family Trust 2010
<u>Fourth Tier Obligor</u> Theresa Sackler	<u>Third Tier Obligor</u> None
	<u>Fourth Tier Obligor</u> Theresa Sackler

A-Side Payment Group 7	A-Side Payment Group 8 ¹
A-Side General Obligors	
<u>Second Tier Obligors</u> SDS 1992 Trust SDS Beacon 2011 Trust SDS Family Trust 2010 Millennium Trust Perelle Bay Trust	<u>Second Tier Obligors</u> Romas Trust Sheffield Trust SSSH 2013 Family Trust SSSH Beacon 2013 Trust Samantha Hunt 1996 Trust Samantha S Hunt 2002 Trust
<u>Third Tier Obligor</u> None	<u>Third Tier Obligor</u> Samantha Hunt
<u>Fourth Tier Obligor</u> Theresa Sackler	<u>Fourth Tier Obligor</u> None

¹ NTD: S. Hunt counsel to confirm.

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B-Side Payment Parties²

B-Side Payment Group 1	B-Side Payment Group 2
1. AR Irrevocable Trust	1. AJ Irrevocable Trust
2. David A. Sackler	2. 1JM LLC
3. China Sea Company, Inc.	3. 2JM LLC
4. G3A LLC	4. 3JM LLC
5. G3D LLC	5. China Sea Company, Inc.
6. G3R LLC	6. Estate of Jonathan D. Sackler
7. Hudson River Partners	7. Hudson River Partners
8. Meridian International, Ltd.	8. Hudson Trust
9. Raymond R. Sackler Trust 1 dtd 12/23/89	9. Menlo Park Investors Inc.
10. Raymond R. Sackler Trust 1B dtd 12/23/89	10. JDS Revocable Pourover Trust
11. RGT One LLC	11. JGT One LLC
12. RGT Three LLC	12. JGT Three LLC
13. RGT Two LLC	13. JGT Two LLC
14. Dr. Richard S. Sackler	14. Meridian International, Ltd.
15. Rosebay Medical Company, Inc.	15. Raymond R. Sackler Trust 2 dtd 12/23/89
16. Trust U/A 11/5/74 fbo Beverly Sackler	16. Raymond R. Sackler Trust 2B dtd 12/23/89
17. Trust under agreement dated December 23, 1980 f/b/o Richard S. Sackler	17. Rosebay Medical Company, Inc.
18. Trust under agreement dated December 3, 1979 f/b/o Richard S. Sackler	18. Temagami LLC
19. Trust under agreement dated June 16, 1980 f/b/o Richard S. Sackler	19. Trust U/A 11/5/74 fbo Beverly Sackler
20. Estate of Beverly Sackler	20. Trust under agreement dated December 23, 1980 f/b/o Jonathan D. Sackler
21. Beverly Sackler Revocable Trust	21. Trust under agreement dated December 3, 1979 f/b/o Jonathan D. Sackler
22. AGS 2024 Trust	22. Trust under agreement dated June 16, 1980 f/b/o Jonathan D. Sackler
23. LGS 2025 Trust	23. Trust DTD 8/29/2003 FBO the Issue of Jonathan Sackler
24. Rockpoint Land Trust dated 2/2/2023	24. Trust under Declaration of Trust dated December 17, 1991 f/b/o Jonathan D. Sackler and the Issue of Jonathan D. Sackler
25. Rockpoint Residence Trust dated 2/2/2023	25. 1974 Irrevocable Trust FBO BS and JDS
26. Richard S. Sackler Life Insurance Trust	26. Jonathan D. Sackler Life Insurance Trust
27. Trust DTD 8/29/2003 FBO the Issue of Richard Sackler	27. Trust B U/A 11/5/74 FBO Beverly Sackler
28. 1974 Irrevocable Trust FBO BS and RSS	28. Estate of Beverly Sackler
29. Trust B U/A 11/5/74 FBO Beverly Sackler	29. Beverly Sackler Revocable Trust
30. Trust under agreement date 8/25/92 FBO the Issue of Richard S. Sackler	
31. RSS 2012 Family Trust	
32. BS Irrevocable Trust Agreement 1 dated 12/20/89 f/b/o DAS (DAS Gallo 1)	
33. David A. Sackler 2012 Trust	
34. BS Irrevocable Trust Agreement 2 dated 12/20/89 f/b/o DAS (DAS Gallo 2)	
35. BS Irrevocable Trust Agreement 3 dated 12/20/89 f/b/o DAS (DAS Gallo 3)	
36. BS Irrevocable Trust Agreement 1 dated 12/21/89 f/b/o MRS (MRS Gallo 1)	

² [NTD: To confirm if ICSPs' B-Side Holding Company Pledgors under CSAs need to be Payment Parties. If ICSPs' B-Side Holding Company Pledgors need to be Payment Parties, they will be added to this list.]

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37.	Marianna R. Sackler 2012 Trust	
38.	BS Irrevocable Trust Agreement 2 dated 12/21/89 f/b/o MRS (MRS Gallo 2)	
39.	BS Irrevocable Trust Agreement 3 dated 12/21/89 f/b/o MRS (MRS Gallo 3)	
40.	BS Irrevocable Trust Agreement 1 dated 12/22/89 f/b/o RKS (RKS Gallo 1)	
41.	Rebecca K. Sackler 2012 Trust	
42.	BS Irrevocable Trust Agreement 2 dated 12/22/89 f/b/o RKS (RKS Gallo 2)	
43.	BS Irrevocable Trust Agreement 3 dated 12/22/89 f/b/o RKS (RKS Gallo 3)	
44.	Irrevocable Trust under Declaration dated as of September 19, 1995 f/b/o Issue of Richard S. Sackler (RSS 1995 Landing Trust)	
45.	Selikoff Family Investment Trust	

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IAC Payment Parties

A-Side IAC Payment Parties
Beacon Trust Canadian Partnership Trust Clover Trust Fidinc Trust Halm Trust Hercules Trust Medichem Trust Memphis Pharma Trust MIL Trust Milton Trust Mundilab Trust Pickering Trust Tom & Kelly Trust Varus Trust Taddeo Trust Diagonal Blue Trust

B-Side IAC Payment Parties	
B-Side Payment Group 1	B-Side Payment Group 2
China Sea Company, Inc. G3A LLC G3D LLC G3R LLC Hudson River Partners Meridian International, Ltd. Raymond R. Sackler Trust 1 dtd 12/23/89 Raymond R. Sackler Trust 1B dtd 12/23/89 RGT One LLC RGT Three LLC RGT Two LLC Dr. Richard S. Sackler Rosebay Medical Company, Inc. Trust U/A 11/5/74 fbo Beverly Sackler Trust under agreement dated December 23, 1980 f/b/o Richard S. Sackler Trust under agreement dated December 3, 1979 f/b/o Richard S. Sackler Trust under agreement dated June 16, 1980 f/b/o Richard S. Sackler	1JM LLC 2JM LLC 3JM LLC China Sea Company, Inc. Hudson River Partners Hudson Trust Menlo Park Investors Inc. JDS Revocable Pourover Trust JGT One LLC JGT Three LLC JGT Two LLC Meridian International, Ltd. Raymond R. Sackler Trust 2 dtd 12/23/89 Raymond R. Sackler Trust 2B dtd 12/23/89 Rosebay Medical Company, Inc. Temagami LLC Trust U/A 11/5/74 fbo Beverly Sackler Trust under agreement dated December 23, 1980 f/b/o Jonathan D. Sackler Trust under agreement dated December 3, 1979 f/b/o Jonathan D. Sackler Trust under agreement dated June 16, 1980 f/b/o Jonathan D. Sackler

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A-Side General Obligors

A-Side General Obligors
A-Side IAC Payment Parties

Exhibit B
Debtors

Purdue Pharma L.P.
Purdue Pharma Inc.
Purdue Transdermal Technologies L.P.
Purdue Pharma Manufacturing L.P.
Purdue Pharmaceuticals L.P.
Imbrium Therapeutics L.P.
Adlon Therapeutics L.P.
Greenfield BioVentures L.P.
Seven Seas Hill Corp.
Ophir Green Corp.
Purdue Pharma of Puerto Rico
Avrio Health L.P.
Purdue Pharmaceutical Products L.P.
Purdue Neuroscience Company
Nayatt Cove Lifescience Inc.
Button Land L.P.
Rhodes Associates L.P.
Paul Land Inc.
Quidnick Land L.P.
Rhodes Pharmaceuticals L.P.
Rhodes Technologies
UDF LP
SVC Pharma LP
SVC Pharma Inc.

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Exhibit C

Family Groups and Corresponding Payment Groups

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A-Side Family Groups¹

A-Side Family Group 1 <i>Corresponds to A-Side Payment Group 1</i>	A-Side Family Group 2 <i>Corresponds to A-Side Payment Group 2</i>
Theresa Sackler and any current or former spouses of Theresa Sackler TES Bare Trust Theresa E. Sackler 1988 Trust Theresa E. Sackler 2008 Trust TES Beacon 2012 Trust TES Beacon 2013 Trust TES Beacon 2014 Trust Millennium Trust² Perelle Bay Trust³ Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not directly or indirectly control (either individually or with one or more Person(s) identified on this <u>Exhibit C</u>), (ii) any entity (or interest therein) identified on <u>Exhibit E-1</u>, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on <u>Exhibit E-1</u> that is not otherwise identified on this <u>Exhibit C</u>. For each trust within this Family Group, the trustees thereof, solely in their respective capacities as such and not in their individual capacities.	Kathe Sackler BJSS 2010 Trust BJSS 2013 Trust BJSS and JHSS 2012 K Trust JHSS 2010 Trust JHSS 2013 Trust KAS 2010 Family Trust KAS 2011 Family Trust Kathe A. Sackler 2001 Trust Kathe A. Sackler Trust 88 Kathe A. Sackler Trust 96 SASS 2010 Trust SASS 2013 Trust SS Tanager Trust Trust under Agreement dated the 13th day of March 2009 Trust under Settlement dated 14 September 1998 Trust under Settlement dated 16 September 1998 Rosetta Trust The spouses and descendants of each individual within this Family Group (and the current and former spouses of such descendants) Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not directly or indirectly control (either individually

¹ A Person shall only be a member of a Family Group to the extent it continues to be the case that such Person is neither deceased nor the estate of a natural person (provided that nothing shall prohibit any such estate from cooperating with the MDT with respect to any litigation or similar proceeding related to the Debtors' Opioid-Related Activities (as defined in the Plan) , including by participating in discovery).

² For the avoidance of doubt, the proceeds resulting from any exercise of the Release Remedy with respect to this Family member shall be allocated ratably (i.e., 50/50) to A-Side Payment Group 1 and A-Side Payment Group 7 in accordance with the proviso in Section 9.02(a)(vi) of this Agreement.

³ For the avoidance of doubt, the proceeds resulting from any exercise of the Release Remedy with respect to this Family member shall be allocated ratably (i.e., 50/50) to A-Side Payment Group 1 and A-Side Payment Group 7 in accordance with the proviso in Section 9.02(a)(vi) of this Agreement.

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	or with one or more Person(s) identified on this <u>Exhibit C</u>), (ii) any entity (or interest therein) identified on <u>Exhibit E-1</u>, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on <u>Exhibit E-1</u> that is not otherwise identified on this <u>Exhibit C</u>. For each trust within this Family Group, the trustees thereof, solely in their respective capacities as such and not in their individual capacities.

A-Side Family Group 3 <i>Corresponds to A-Side Payment Group 3</i>	A-Side Family Group 4 <i>Corresponds to A-Side Payment Group 4</i>
Ilene Sackler Lefcourt 533 Canal Trust Ilene S. Lefcourt Trust 88 Ilene S. Lefcourt Trust 96 Ilene Sackler Lefcourt Revocable Trust ISL 2010 Family Trust ISL 2011 Family Trust ISL JML OSHA Trust ISL LT Children's Trust JML 2010 Family Trust JML 2011 Family Trust JML Investment Trust JML OSHA Trust JML Pour-Over Trust KLT 2010 Family Trust KLT 2011 Family Trust KLT Pour-Over Trust LSRR Family Trust Trust under Settlement dated 19 December 2000 The spouses and descendants of each individual within this Family Group (and the current and former spouses of such descendants) Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not directly or indirectly control (either individually	Mortimer D.A. Sackler MDAS 2010 Family Trust MDAS 2011 Family Trust MDAS Children's Trust 2012 MDAS 2023 Children's Trust MDAS Investment Trust Mortimer DA Sackler Trust 1996 Nixie Trust The spouses and descendants of each individual within this Family Group (and the current and former spouses of such descendants) Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not directly or indirectly control (either individually or with one or more Person(s) identified on this <u>Exhibit C</u>), (ii) any entity (or interest therein) identified on <u>Exhibit E-1</u>, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on <u>Exhibit E-1</u> that is not otherwise identified on this <u>Exhibit C</u>. For each trust within this Family Group, the trustees thereof, solely in their respective capacities as such and not in their individual capacities.

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or with one or more Person(s) identified on this Exhibit C), (ii) any entity (or interest therein) identified on Exhibit E-1, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on Exhibit E-1 that is not otherwise identified on this Exhibit C.

For each trust within this Family Group, the trustees thereof, solely in their respective capacities as such and not in their individual capacities.

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A-Side Family Group 5 <i>Corresponds to A-Side Payment Group 5</i>	A-Side Family Group 6 <i>Corresponds to A-Side Payment Group 6</i>
Michael D. Sackler MDS 1992 Trust MDS 2002 Trust MDS 2006 Trust MDS Beacon 2010 Trust MDS Beacon 2011 Trust MDS Beacon 2012 Trust MDS Beacon 2013 Trust MDS Family Trust 2010 The spouses and descendants of each individual within this Family Group (and the current and former spouses of such descendants) Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not directly or indirectly control (either individually or with one or more Person(s) identified on this <u>Exhibit C</u>), (ii) any entity (or interest therein) identified on <u>Exhibit E-1</u>, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on <u>Exhibit E-1</u> that is not otherwise identified on this <u>Exhibit C</u>. For each trust within this Family Group, the trustees thereof, solely in their respective capacities as such and not in their individual capacities.	Marissa T. Sackler Glebe II Trust MTS 2002 Trust MTS 2006 Trust MTS 2013 Family Trust MTS 2016 Trust MTS Bare Trust MTS Beacon 2013 Trust MTS Beacon 2014 Trust MTS Beacon 2015 Trust MTS Beacon Trust 2010 MTS Beacon Trust 2011 MTS Beacon Trust 2012 MTS Family Trust 2010 The spouses and descendants of each individual within this Family Group (and the current and former spouses of such descendants) Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not directly or indirectly control (either individually or with one or more Person(s) identified on this <u>Exhibit C</u>), (ii) any entity (or interest therein) identified on <u>Exhibit E-1</u>, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on <u>Exhibit E-1</u> that is not otherwise identified on this <u>Exhibit C</u>. For each trust within this Family Group, the trustees thereof, solely in their respective capacities as such and not in their individual capacities.
A-Side Family Group 7 <i>Corresponds to A-Side Payment Group 7</i>	A-Side Family Group 8 ⁴ <i>Corresponds to A-Side Payment Group 8</i>
Sophia Dalrymple SDS 1992 Trust	Samantha Hunt Romas Trust

⁴ NTD: Counsel to S. Hunt has not reviewed.

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SDS 2002 Trust SDS 2006 Trust SDS Bare Trust SDS Beacon 2011 Trust SDS Beacon 2012 Trust SDS Beacon 2014 Trust SDS Family Trust 2010 Millennium Trust⁵ Perelle Bay Trust⁶ The spouses and descendants of each individual within this Family Group (and the current and former spouses of such descendants) Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not directly or indirectly control (either individually or with one or more Person(s) identified on this <u>Exhibit C</u>), (ii) any entity (or interest therein) identified on <u>Exhibit E-1</u>, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on <u>Exhibit E-1</u> that is not otherwise identified on this <u>Exhibit C</u>. For each trust within this Family Group, the trustees thereof, solely in their respective capacities as such and not in their individual capacities.	Sheffield Trust SSSH 2013 Family Trust SSSH Beacon 2013 Trust Samantha Hunt 1996 Trust Samantha S. Hunt 2002 Trust] The spouses and descendants of each individual within this Family Group (and the current and former spouses of such descendants) Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not directly or indirectly control (either individually or with one or more Person(s) identified on this <u>Exhibit C</u>), (ii) any entity (or interest therein) identified on <u>Exhibit E-1</u>, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on <u>Exhibit E-1</u> that is not otherwise identified on this <u>Exhibit C</u>. For each trust within this Family Group, the trustees thereof, solely in their respective capacities as such and not in their individual capacities.

⁵ For the avoidance of doubt, the proceeds resulting from any exercise of the Release Remedy with respect to this Family member shall be allocated ratably (i.e., 50/50) to A-Side Payment Group 1 and A-Side Payment Group 7 in accordance with the proviso in Section 9.02(a)(vi) of this Agreement.

⁶ For the avoidance of doubt, the proceeds resulting from any exercise of the Release Remedy with respect to this Family member shall be allocated ratably (i.e., 50/50) to A-Side Payment Group 1 and A-Side Payment Group 7 in accordance with the proviso in Section 9.02(a)(vi) of this Agreement.

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B-Side Family Groups

B-Side Family Group 1⁷ Corresponds to B-Side Payment Group 1 (Beverly Sackler and Richard Sackler Family)
Dr. Richard S. Sackler⁸ David A. Sackler The current and former spouses of Dr. Richard S. Sackler The descendants of Dr. Richard S. Sackler and the current and former spouses of such descendants 1974 Irrevocable Trust fbo BS and RSS AR Irrevocable Trust Raymond R. Sackler Trust 1 dtd 12/23/89 Raymond R. Sackler Trust 1B dtd 12/23/89 Irrevocable Trust under Declaration dated as of September 19, 1995 f/b/o Issue of Richard S. Sackler (RSS 1995 Landings Trust) Trust under Declaration of Trust dated August 23, 1988 f/b/o Richard S. Sackler and Issue of Richard S. Sackler Rockpoint Residence Trust Trust under Declaration of Trust dated December 17, 1991 f/b/o Richard S. Sackler and Issue of Richard S. Sackler Rockpoint Land Trust Trust under agreement dated December 3, 1979 f/b/o Richard S. Sackler Trust under agreement dated June 16, 1980 f/b/o Richard S. Sackler Trust under agreement dated December 23, 1980 f/b/o Richard S. Sackler BBS Trust BBS 2013 Trust Trust Agreement dated August 29, 2003 f/b/o Issue of Richard S. Sackler Irrevocable Trust under Declaration dated as of August 25, 1992 Richard S. Sackler Trust U/A 9/30/04 Richard S. Sackler Trust f/b/o David A. Sackler 3/8/90 Richard S. Sackler Trust f/b/o MRS 3/8/90

⁷ The trustees of each trust in a Family Group are included in such Family Group, solely in their respective capacities as such, and not in their individual capacities.

⁸ A Person shall only be a member of a Family Group to the extent it continues to be the case that such Person is neither deceased nor the estate of a natural person (provided that nothing shall prohibit any such estate from cooperating with the MDT with respect to any litigation or similar proceeding related to the Debtors' Opioid-Related Activities (as defined in the Plan) , including by participating in discovery).

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Richard S. Sackler Trust f/b/o RKS 3/8/90

The RSS 2012 Family Trust

MRS Captain Trust

RSS Fiduciary Management Trust

Crystal Trust

Data Trust

DABB Trust

RSS Revocable Pourover Trust

Trust U/A 11/5/74 fbo Beverly Sackler

Trust B U/A 11/5/74 fbo Beverly Sackler

The 1974 Irrevocable Investment Trust

Richard S. Sackler Life Insurance Trust

Jonathan D. Sackler Life Insurance Trust

Raymond R. Sackler Credit Shelter Trust u/a 3/29/2012

Raymond R. Sackler GST Exempt Marital Trust u/a 3/29/2012

Estate of Beverly Sackler

Beverly Sackler Revocable Trust

BS Irrevocable Trust Agreement 1 dated 12/20/89 f/b/o DAS (DAS Gallo 1)David A. Sackler 2012 Trust

BS Irrevocable Trust Agreement 2 dated 12/20/89 f/b/o DAS (DAS Gallo 2)

BS Irrevocable Trust Agreement 3 dated 12/20/89 f/b/o DAS (DAS Gallo 3)

BS Irrevocable Trust Agreement 1 dated 12/20/89 f/b/o MRS (MRS Gallo 1)

Marianna R. Sackler 2012 Trust

BS Irrevocable Trust Agreement 2 dated 12/20/89 f/b/o MRS (MRS Gallo 2)

BS Irrevocable Trust Agreement 3 dated 12/20/89 f/b/o MRS (MRS Gallo 3)

BS Irrevocable Trust Agreement 1 dated 12/20/89 f/b/o RKS (RKS Gallo 1)

Rebecca K. Sackler 2012 Trust

BS Irrevocable Trust Agreement 2 dated 12/20/89 f/b/o RKS (RKS Gallo 2)

BS Irrevocable Trust Agreement 3 dated 12/20/89 f/b/o RKS (RKS Gallo 3)

Selikoff Family Investment Trust

AGS 2024 Trust

LGS 2025 Trust

Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not

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directly or indirectly control (either individually or with one or more Person(s) identified on this Exhibit C), (ii) any entity (or interest therein) identified on Exhibit E-1, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on Exhibit E-1 that is not otherwise identified on this Exhibit C.

B-Side Family Group 2⁹
Corresponds to B-Side Payment Group 2
(Beverly Sackler and Jonathan Sackler Family)

The surviving spouse of Jonathan D. Sackler
The descendants of Jonathan D. Sackler and the current and former spouses of such descendants
1974 Irrevocable Trust fbo BS and JDS
AJ Irrevocable Trust
Raymond R. Sackler Trust 2 dtd 12/23/89
Raymond R. Sackler Trust 2B dtd 12/23/89
Irrevocable Trust under Declaration dated as of September 19, 1995 f/b/o Issue of Jonathan D. Sackler
Beverly Sackler Trust 1 f/b/o MS 12/26/1989
Beverly Sackler Trust 1 f/b/o CES 12/27/1989
Beverly Sackler Trust 1 f/b/o MRCS 12/29/1989
Beverly Sackler Trust 2 f/b/o MS 12/26/1989
Beverly Sackler Trust 2 f/b/o CES 12/27/1989
Beverly Sackler Trust 2 f/b/o MRCS 12/30/1989
Beverly Sackler Trust 3 f/b/o MS 12/26/1989
Beverly Sackler Trust 3 f/b/o CES 12/27/1989
Beverly Sackler Trust 3 f/b/o MRCS 12/28/1989
MS 2012 Trust
CES 2012 Trust
MRCS 2012 Trust
Trust under Declaration of Trust dated December 17, 1991 f/b/o Jonathan D. Sackler and Issue of Jonathan D. Sackler
Trust under agreement dated December 3, 1979 f/b/o Jonathan D. Sackler
Trust under agreement dated June 16, 1980 f/b/o Jonathan D. Sackler
Trust under agreement dated December 23, 1980 f/b/o Jonathan D. Sackler
MC Trust
Trust Agreement dated August 29, 2003 f/b/o MC and Issue of Jonathan D. Sackler

⁹ The trustees of each trust in a Family Group are included in such Family Group, solely in their respective capacities as such.

Irrevocable Trust under Declaration dated as of December 29, 1992

MS JDS Trust

MS JDS GST Exempt Trust

MS JDS Non-Exempt Trust

CES JDS Trust

CES JDS GST Exempt Trust

CES JDS Non-Exempt Trust

MRCS JDS Trust

MRCS JDS GST Exempt Trust

MRCS JDS Non-Exempt Trust

Jonathan D. Sackler Trust U/A 9/30/04

Hudson Trust

Jonathan D. Sackler Trust f/b/o CES 4/11/90

Jonathan D. Sackler Trust f/b/o MS 4/11/90

Jonathan D. Sackler Trust f/b/o MRCS, 4/11/90

JDS Fiduciary Management Trust

MCM Fiduciary Management Trust

Cornice Trust

JDS Revocable Pourover Trust

Cedar Cliff Trust

Trust U/A 11/5/74 fbo Beverly Sackler

Trust B U/A 11/5/74 fbo Beverly Sackler

The 1974 Irrevocable Investment Trust

Richard S. Sackler Life Insurance Trust

Jonathan D. Sackler Life Insurance Trust

Raymond R. Sackler Credit Shelter Trust u/a 3/29/2012

Raymond R. Sackler GST Exempt Marital Trust u/a 3/29/2012

Estate of Beverly Sackler

Beverly Sackler Revocable Trust

Property and entities possessed or owned by any Person within this Family Group at any time (or the proceeds therefrom), excluding (i) entities that any Person within this Family Group does not directly or indirectly control (either individually or with one or more Person(s) identified on this Exhibit C), (ii) any entity (or interest therein) identified on Exhibit E-1, and (iii) any entity (or interest therein) with an ownership interest in any entity listed on Exhibit E-1 that is not otherwise identified on this Exhibit C.

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Draft 9/18/25; Remains subject to Change*

MSA - Exhibit E-1¹
(Section 7.05(a)(i))

IACs

IAC Name	Jurisdiction
Mundipharma Pharmaceuticals Argentina S.r.l.	Argentina
Mundipharma Healthcare Pty. Limited	Australia
Mundipharma Oncology Pty. Limited	Australia
Mundipharma Pty Limited	Australia
Mundipharma GesmbH	Austria
Mundipharma BV	Belgium
Mundipharma Pharmaceuticals (Belgium) BV	Belgium
Bermag Limited	Bermuda
L.P. Clover Limited	Bermuda
Mundipharma International Corporation Limited	Bermuda
Mundipharma International Holdings Limited	Bermuda
Mundipharma International Limited	Bermuda
Mundipharma Laboratories Limited	Bermuda
Mundipharma Limited	Bermuda
Mundipharma Medical Company	Bermuda
Mundipharma Ophthalmology Corporation Limited	Bermuda
Mundipharma Ophthalmology Products Limited	Bermuda
Mundipharma Brasil Produtos Médicos e Farmacêuticos Ltda.	Brazil
IAF Limited	British Virgin Islands
Bard Pharmaceuticals (1990) Inc.	Canada
Elvium Life Sciences GP Inc.	Canada
Elvium Life Sciences Limited Partnership	Canada
Elvium ULC	Canada
Mundipharma International (Canada) Inc.	Canada
Purdue Frederick Inc.	Canada
Purdue Pharma	Canada
Purdue Pharma Inc.	Canada
Mundipharma (China) Pharmaceutical Company Limited	China
Mundipharma (Colombia) S.A.S.	Colombia
Mundipharma Pharmaceuticals Limited	Cyprus
Mundipharma GesmbH	Czech Republic Branch of Austrian Company
Mundipharma A/S	Denmark
Mundipharma Middle East FZ-LLC	Dubai
Mundipharma Egypt LLC	Egypt
Scientific Office of Mundipharma MEA GmbH	Egypt
Mundipharma Oy	Finland
Mundipharma SAS	France
Krugmann GmbH	Germany
Mundipharma Deutschland GmbH & Co. KG	Germany
Mundipharma GmbH	Germany

¹ **Note to draft:** This exhibit remains subject to ongoing review and revision, among other things to ensure compliance with the representations in section 7.05 of the Master Settlement Agreement and as may be necessary prior to signing of the MSA.

Mundipharma Research GmbH & Co. KG	Germany
Mundipharma Research Verwaltungs GmbH	Germany
Mundipharma Verwaltungsgesellschaft mbH	Germany
Mundipharma (Hong Kong) Limited	Hong Kong
Mundipharma Laboratories GmbH	Indonesian Branch of Swiss Company
PT. Mundipharma Healthcare Indonesia	Indonesia
Mundipharma Corporation (Ireland) Limited	Ireland
Mundipharma Pharmaceuticals Limited	Ireland
Mundipharma Pharmaceuticals S.r.l.	Italy
Mundipharma Kabushiki Kaishe	Japan
Mundipharma TK	Japanese Silent Partnership
Mundipharma Distribution Limited	Korea
Mundipharma Korea Limited	Korea
Euro-Celtique S.A.	Luxembourg
Mundipharma International Services S.à.r.l.	Luxembourg
Mundipharma Pharmaceuticals Sdn. Bhd.	Malaysia
Mundipharma de Mexico, S. de R.L. de C.V.	Mexico
Mundipharma (Myanmar) Co., Limited	Myanmar
Bradenton Products B.V.	Netherlands
Ladenburg B.V.	Netherlands
Mundipharma B.V.	Netherlands
Mundipharma Bradenton B.V.	Netherlands
Mundipharma DC B.V.	Netherlands
Mundipharma Pharmaceuticals B.V.	Netherlands
Mundipharma New Zealand Limited	New Zealand
Mundipharma A.S.	Norway
Mundipharma Distribution GmbH	Philippine Branch of Swiss Company
Mundipharma Polska SP. Z.O.O.	Poland
Mundipharma Farmaceutica LDA.	Portugal
Mundipharma GesmbH	Russian Branch of Austrian Company
Technical Scientific Office of Mundipharma Near East GmbH	Saudi Arabia
Mundipharma Healthcare Pte. Limited	Singapore
Mundipharma IT Services Pte. Limited	Singapore
Mundipharma Manufacturing Pte. Limited	Singapore
Mundipharma Pharmaceuticals Private Limited	Singapore
Mundipharma Singapore Holding Pte. Limited	Singapore
Mundipharma GesmbH	Slovak Republic Branch of Austrian Company
Mundipharma (Proprietary) Limited	South Africa
Mundipharma Biologics S.L.	Spain
Mundipharma Pharmaceuticals S.L.	Spain
Mundipharma AB	Sweden
Mundipharma AG	Switzerland
Mundipharma Distribution GmbH	Switzerland
Mundipharma EDO GmbH	Switzerland
Mundipharma Holding AG	Switzerland
Mundipharma International Services GmbH	Switzerland
Mundipharma IT GmbH	Switzerland
Mundipharma IT Services GmbH	Switzerland
Mundipharma Laboratories GmbH	Switzerland
Mundipharma LATAM GmbH	Switzerland
Mundipharma MEA GmbH	Switzerland
Mundipharma Medical Company	Swiss Branch of Bermuda Company
Mundipharma Medical GmbH	Switzerland

Mundipharma Near East GmbH	Switzerland
Mundipharma Regulatory GmbH	Switzerland
Taiwan Mundipharma Pharmaceuticals Limited	Taiwan
Mundipharma (Thailand) Limited	Thailand
Bard Pharmaceuticals Limited	United Kingdom
Mundibiopharma Limited	United Kingdom
Mundipharma International Limited	United Kingdom
Mundipharma International Services Limited	United Kingdom
Mundipharma International Technical Operations Limited	United Kingdom
Mundipharma IT Services Limited	United Kingdom
Mundipharma Medical Company Limited	United Kingdom
Mundipharma Research Limited	United Kingdom
Mundipharma Regulatory Limited	United Kingdom
Napp Laboratories Limited	United Kingdom
Napp Pharmaceutical Group Limited	United Kingdom
Napp Pharmaceutical Holdings Limited	United Kingdom
Napp Pharmaceuticals Limited	United Kingdom
Napp Research Centre Limited	United Kingdom
Qdem Pharmaceuticals Limited	United Kingdom
Mundipharma Healthcare Corporation	United States of America
Mundipharma Healthcare LLC	United States of America
Mundipharma International Limited	United States of America (Delaware)
Mundipharma International Technical Operations Limited	United States of America (Delaware)
Mundipharma IT Services Inc.	United States of America (Delaware)
Mundipharma Pharmaceuticals Inc.	United States of America (New York)
The Representative Office of Mundipharma Pharmaceuticals Pte Limited in Ho Chi Minh City	Vietnamese Branch of Singapore Company

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Draft 9/18/25; Remains subject to Change*

Exhibit E-1
(Section 7.05(a)(ii))

A-Side and B-Side Entities that Directly or Indirectly Own IACs

<u>A-Side Entities for Purposes of Exhibit E-1/Section 7.05(a)(ii)</u>	
<u>A-Side Subsidiaries Owned Directly or Indirectly by a Single A-Side IAC Payment Party:</u>	
Baha Holdings S.à.r.l. (Luxembourg) BCN Holdings L.P. (Delaware) Beacon Company (Delaware) Norroy S.à.r.l. (Luxembourg) Stanhope Gate Corp. (BVI) Clover Company Limited (Bermuda) Diagonal Blue S.à.r.l. (Luxembourg) Diagonal Blue Corp. (BVI) Fideurop Inc. (Panama) Bengal Moon (Delaware) LLC (Delaware) Bengal Moon Corporation (BVI) Cedar Rock Investment Corporation (BVI) Cedar Rock Corporation Ltd. (Malta) Banela Corporation (BVI) Betal Limited (Bermuda) Betal Malta Limited (Malta) Lemures LLC (Delaware) Medichem Consultants (Intercontinental) Limited (Jersey, Channel Islands) Pacific Moon Corp. (BVI) Mundilab Company Limited (Bermuda) Pickering (Delaware) LLC (Delaware) Pickering Pharmaceuticals Corporation (BVI) Pickhold Limited (BVI) Taddeo LLC (Delaware) Kelly Pharmaceuticals Limited (BVI) TK International Limited (Bermuda) Hazell Holdings Limited (Jersey, Channel Islands)	
<u>A-Side Entities Owned Directly or Indirectly by More than One A-Side IAC Payment Party:</u>	
Halm Holdings S.à.r.l. (Luxembourg) is owned 50% each by Betal Malta Limited (Malta) and Cedar Rock Corporation Ltd. (Malta). Halm S.à.r.l. (Luxembourg) is owned 100% by Halm Holdings S.à.r.l. (Luxembourg). Hambert B.V. (Netherlands) is owned 100% by Halm Holdings S.à.r.l. (Luxembourg).	

B-Side Entities for Purposes of Exhibit E-1/Section 7.05(a)(ii)

B-Side Subsidiaries Owned Directly or Indirectly by a Single B-Side IAC Payment Party:

1JM LLC (Delaware)
2JM LLC (Delaware)
3JM LLC (Delaware)
G3A LLC (Delaware)
G3D LLC (Delaware)
G3R LLC (Delaware)
JDS Captain Trust Holdings LLC (Delaware)
JDS MRL LLC (Delaware)
Linarite Holdings LLC (Delaware)
Little Menlo LLC (Delaware)
Moonstone Holdings LLC (Delaware)
Neji S.à.r.l. (Luxembourg)
Nerula S.à.r.l. (Luxembourg)
Perthlite Holdings LLC (Delaware)
R Napp Holdings LLC (Delaware)
Roselite Holdings LLC (Delaware)
RSS Captain Trust Holdings LLC (Delaware)
Temagami LLC (Delaware)

B-Side Entities Owned Directly or Indirectly by More than One B-Side IAC Payment Party:

Ankersea Limited Liability Company (Delaware) is owned (i) 71.4% by Raymond R. Sackler Trust 1 dtd 12/23/89, (ii) 20% by Trust under agreement dated December 3, 1979 f/b/o Richard S. Sackler and (iii) 8.6% by Richard S. Sackler, M.D.

B.L. Carrolton Limited (Bermuda) is owned by Pacific Partners Company (New York).

China Sea Company L.P. (Delaware) is owned (i) 4% by China Sea Company, Inc. (Delaware) and (ii) 96% by Hudson River Partners (New York).

China Sea Company, Inc. (Delaware) is owned 50% each by Richard S. Sackler, M.D. and JDS Revocable Pourover Trust.

East Hudson Inc. (BVI) is owned (i) 37.6% by Raymond R. Sackler Trust 1 dtd 12/23/89, (ii) 37.6% by Raymond R. Sackler Trust 2 dtd 12/23/89, (iii) 8.2% by Hudson Trust, (iv) 8.2% by Richard S. Sackler, M.D. and (v) 8.4% by Meridian International Holdings LLC (Delaware).

G.H. Carrell Limited (Bermuda) is owned 100% by St. Lawrence Associates (New York).

Hudson River (Delaware) Inc. (Delaware) is owned (i) 45% by Raymond R. Sackler Trust 1 dtd 12/23/89, (ii) 45% by Raymond R. Sackler Trust 2 dtd 12/23/89, (iii) 5% by JDS Revocable Pourover Trust and (iv) 5% by Richard S. Sackler, M.D.

Hudson River Partners (New York) is owned (i) 45% by Raymond R. Sackler Trust 1 dtd 12/23/89, (ii) 45% by Raymond R. Sackler Trust 2 dtd 12/23/89, (iii) 5% by JDS Revocable Pourover Trust and (iv) 5% by Richard S. Sackler, M.D.

JGT One LLC (Delaware) is owned (i) 33 ⅓% by Beverly Sackler Trust 1 dated 12/26/89 F.B.O. Madeleine Sackler, (ii) 33 ⅓% by Beverly Sackler Trust 1 dated 12/27/89 F.B.O. Clare E. Sackler and (iii) 33 ⅓% by Beverly Sackler Trust 1 dated 12/29/89 F.B.O. Miles R.C. Sackler.

JGT Two LLC (Delaware) is owned (i) 33 ⅓% by Beverly Sackler Trust 2 dated 12/26/89 F.B.O. Madeleine Sackler, (ii) 33 ⅓% by Beverly Sackler Trust 2 dated 12/27/89 F.B.O. Clare E. Sackler and (iii) 33 ⅓% by Beverly Sackler Trust 2 dated 12/30/89 F.B.O. Miles R.C. Sackler.

JGT Three LLC (Delaware) is owned (i) 33 ⅓% by Beverly Sackler Trust 3 dated 12/26/89 F.B.O. Madeleine Sackler, (ii) 33 ⅓% by Beverly Sackler Trust 3 dated 12/27/89 F.B.O. Clare E. Sackler and (iii) 33 ⅓% by Beverly Sackler Trust 3 dated 12/28/89 F.B.O. Miles R.C. Sackler.

JWA Holdings LLC (Delaware) is owned (i) 33 ⅓% by JGT One LLC, (ii) 33 ⅓% by JGT Two LLC and (iii) 33 ⅓% by JGT Three LLC.

Laysan Limited (Bermuda) is owned (i) 50% by Raymond R. Sackler Trust 1 dtd 12/23/89 and (ii) 50% by Raymond R. Sackler Trust 2 dtd 12/23/89.

Lodestone Limited Liability Company (Delaware) is owned (i) 71.4% by Raymond R. Sackler Trust 2 dtd 12/23/89, (ii) 20% by Trust under agreement dated December 3, 1979 f/b/o Jonathan D. Sackler and (iii) 8.6% by JDS Revocable Pourover Trust.

Mallard Limited (Bermuda) is owned 100% by Hudson River (Delaware) Inc. (Delaware).

Meridian International Holdings LLC (Delaware) is owned 100% by Meridian International, Ltd. (Delaware)

Meridian International, Ltd. (Delaware) is owned (i) 15.4% by Raymond R. Sackler Trust 1 dtd 12/23/89, (ii) 15.4% by Raymond R. Sackler Trust 2 dtd 12/23/89, (iii) 34.6% by Richard S. Sackler, M.D. and (iv) 34.6% by JDS Revocable Pourover Trust.

Pacific Partners Company (New York) is owned (i) 45% by Raymond R. Sackler Trust 1 dtd 12/23/89, (ii) 45% by Raymond R. Sackler Trust 2 dtd 12/23/89, (iii) 5% by JDS Revocable Pourover Trust and (iv) 5% by Richard S. Sackler, M.D.

RBMC Holdings LLC (Delaware) is owned 100% by Rosebay Medical Company L.P.

RGT One LLC (Delaware) is owned (i) 33 ⅓% by Beverly Sackler Trust 1 dated 12/20/89 F.B.O. David A. Sackler, (ii) 33 ⅓% by Beverly Sackler Trust 1 dated 12/21/89 F.B.O. Marianna R. Sackler and (iii) 33 ⅓% by Beverly Sackler Trust 1 dated 12/22/89 F.B.O. Rebecca K. Sackler.

RGT Two LLC (Delaware) is owned (i) 33 ⅓% by Beverly Sackler Trust 2 dated 12/20/89 F.B.O. David A. Sackler, (ii) 33 ⅓% by Beverly Sackler Trust 2 dated 12/21/89 F.B.O. Marianna R. Sackler and (iii) 33 ⅓% by Beverly Sackler Trust 2 dated 12/22/89 F.B.O. Rebecca K. Sackler.

RGT Three LLC (Delaware) is owned (i) 33 ⅓% by Beverly Sackler Trust 3 dated 12/20/89 F.B.O. David A. Sackler, (ii) 33 ⅓% by Beverly Sackler Trust 3 dated 12/21/89 F.B.O. Marianna R. Sackler and (iii) 33 ⅓% by Beverly Sackler Trust 3 dated 12/22/89 F.B.O. Rebecca K. Sackler.

Rosebay Medical Company L.P. (Delaware) is owned (i) 2% by Rosebay Medical Company, Inc. and (ii) 98% by Trust U/A 11/5/74 fbo Beverly Sackler.

Rosebay Medical Company, Inc. (Delaware) is owned (i) 50% by Raymond R. Sackler Trust 1 dtd 12/23/89 and (ii) 50% by Raymond R. Sackler Trust 2 dtd 12/23/89.

RWA Holdings LLC (Delaware) is owned (i) 33 ⅓% by RGT One LLC, (ii) 33 ⅓% by RGT Two LLC and (iii) 33 ⅓% by RGT Three LLC.

St. Lawrence Associates (New York) is owned (i) 45% by Raymond R. Sackler Trust 1 dtd 12/23/89, (ii) 45% by Raymond R. Sackler Trust 2 dtd 12/23/89, (iii) 5% by JDS Revocable Pourover Trust and (iv) 5% by Richard S. Sackler, M.D.

Standard Pharmaceuticals Corporation (Delaware) is owned (i) 50% by Richard S. Sackler, M.D. and (ii) 50% by JDS Revocable Pourover Trust.

Tradewind Company (New York) is owned (i) 50% by Richard S. Sackler, M.D. and (ii) 50% by JDS Revocable Pourover Trust.

Triangle Holdings LLC (Delaware) is owned 100% by Tradewind Company (New York).

Triangle Industries Limited (Bermuda) is owned 100% by Triangle Holdings LLC (Delaware).

WA Canada L.P. (Delaware) is owned 16 $\frac{2}{3}$ % by each of (i) G3D LLC (Delaware), (ii) G3A LLC (Delaware), (iii) G3R LLC (Delaware), (iv) 1JM LLC (Delaware), (v) 2JM LLC (Delaware) and (vi) 3JM LLC (Delaware); each of Summer Road LLC (Delaware) and Temagami LLC (Delaware) is a general partner of WA Canada L.P. with a 0% equity interest.

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Subject to Mediation Order
Draft 9/18/25; Remains subject to Change*

Exhibit E-2¹

Entities Excluded from the Definition of IAC (Section 7.05(a)(i))

Entity Name	Jurisdiction
Bangladesh Beauty Products Private Limited	Bangladesh
Mundipharma Bangladesh Private Limited	Bangladesh
Mundipharma Trading Bangladesh Private Limited	Bangladesh
MN Consulting LLC	Bermuda
Transworld Pharma Limited	Bermuda
Modi-Mundipharma Beauty Products Private Limited	India
Modi-Mundipharma Healthcare Private Limited	India
Modi-Mundipharma Private Limited	India
Signutra India Private Limited	India
Win-Medicare Private Limited	India
Beauty Products Lanka (Private) Limited	Sri Lanka
Pharma Global UK Trading Pvt Ltd.	United Kingdom
Universal Trading UK Pvt Ltd.	United Kingdom
Signutra Inc.	United States

¹ **Note to draft:** This exhibit remains subject to ongoing review and revision as necessary prior to signing of the MSA.

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Subject to Mediation Order
Draft 9/18/25; Remains subject to Change*

Exhibit E-3

IACs Not Wholly Owned by Sackler Parties (Section 7.05(c))

Mundipharma Pharmaceuticals Limited (Cyprus) is owned (i) 25% by Halm Holdings S.à.r.l. (Luxembourg), (ii) 12.5% by Raymond R. Sackler Trust 1 dtd 12/23/89, (iii) 12.5% by Raymond R. Sackler Trust 2 dtd 12/23/89 and (iv) 50% by third parties none of which is a Sackler Party or an Affiliate of a Sackler Party.

Mundipharma Limited (Bermuda) is owned (i) 47.62% by Kelly Pharmaceuticals Limited, (ii) 47.62% by Mallard Limited (Bermuda) and (iii) 4.76% by The Fitness Foundation, a third party that is neither a Sackler Party nor an Affiliate of a Sackler Party.

Exhibit H-1
Restricted Persons

Estate of Beverly Sackler

David A. Sackler

Ilene Sackler

Estate of Jonathan D. Sackler

Kathe Sackler

Mortimer D.A. Sackler

Richard S. Sackler

Theresa Sackler

Any trusts of which any of the foregoing are beneficiaries and the trustees thereof (solely in their capacities as such)

Exhibit H-2
Schedule of Investments

1. Modi-Mundipharma Private Limited and its subsidiaries
2. Transworld Pharma Limited
3. Universal Trading UK Pvt. Limited
4. Pharma Global UK Trading Pvt. Limited
5. MN Consulting LLC¹

¹ MN Consulting LLC to be included on this Schedule of Investments only for so long as any IAC Payment Party directly or indirectly owns an IAC.

Exhibit I

Termination Events

Capitalized terms used in this Exhibit have the meanings set forth in the Agreement. These termination rights apply as of the Agreement Effective Date.

(a) Sackler Parties Termination Events. The Sackler Parties' Representative may terminate this Agreement, including the obligations of the Parties hereunder, by delivery of a written notice to the Governmental Consent Parties, the Debtors, and the Creditors' Committee upon the occurrence and continuation of any of the following events, in each case prior to the Plan Effective Date:

i. the Bankruptcy Court (A) enters an order denying confirmation of the Plan, (B) enters an order finding that any action taken by any Debtor (or any successor in interest of any Debtor) would render confirmation of the Plan impossible, or (C) otherwise declines to confirm the Plan, in each case, on grounds related to the Shareholder Releases, the Channeling Injunction, this Agreement, the Collateral Documents, and, in each case, (X) the Bankruptcy Court does not enter an order confirming the Plan (or, in the case of foregoing clause (B), otherwise reversing its decision) within 90 days thereafter or (Y) the Debtors cease to diligently pursue confirmation of the Plan within 10 Business Days of receipt of notice from the Sackler Parties' Representative alleging that the Debtors are not so pursuing confirmation diligently;

ii. the Bankruptcy Court (or other court of competent jurisdiction) enters an order (A) directing the appointment of a liquidator, judicial manager, trustee, receiver, or examiner with expanded powers or a trustee in any of the Bankruptcy Cases, (B) converting any of the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code, or (C) dismissing any of the Bankruptcy Cases, in each case, the effect of which would render the Shareholder Settlements (as defined in the Plan) incapable of consummation on the terms set forth therein;

iii. any of the Debtors supports another Person in filing any plan of reorganization or liquidation other than the Plan and has not rescinded such support within 10 Business Days of receipt of notice from the Sackler Parties' Representative;

iv. any of the Debtors or the Creditor' Committee proceed on a motion or pleading asserting any purported claims or causes of action against any Shareholder Released Party that would be subject to the Shareholder Releases, and, in each case has not, within 5 Business Days of receipt of notice from the Sackler Parties' Representative, withdrawn such motion or pleading; provided that the Creditors' Committee proceeding on any motion or pleading primarily in connection with (A) tolling, tolling agreements, or other preservation of claims (whether related to if the Plan Effective Date does not occur, the exercise of the Release Remedy, or otherwise) or (B) anti-secrection or other preservation of assets, in each case, shall not permit Sackler Parties' Representative to terminate this Agreement pursuant to this section (a)(iv);

v. any of the Debtors (A) withdraws the Plan and has not, within 60 days of receipt of notice from the Sackler Parties' Representative, replaced the Plan with a chapter 11 plan consistent with the Sackler Parties' Representative's consent rights under this Agreement and, (B) modifies the Shareholder Releases, the Channeling Injunction, this Agreement or the Collateral Documents (or files a new Plan with such modified terms) to the extent such modification would require the consent of the Sackler Parties' Representative under this Agreement and the Debtors have not, within 30 days of receipt of notice from the Sackler Parties' Representative, reversed such modification or further modified the Plan in a manner consistent with the Sackler Parties' Representative's consent rights under this Agreement or (C) the Sackler Parties' Representative has received an order from the Bankruptcy Court that any modification to the Plan is inconsistent with the Sackler Parties' Representative's consent rights under this Agreement and the Debtors have not, within 5 Business Days of receipt of notice from the Sackler Parties' Representative, revised the Plan on terms consistent with such consent rights;

vi. the Bankruptcy Court enters an order terminating the Preliminary Injunction¹ or the Preliminary Injunction otherwise terminates;

vii. the Settlement Effective Date has not occurred by the earlier of (A) three months after the entry of the Confirmation Order, provided that such three month period shall be extended automatically (without any further action on the part of any Party) if the Settlement Effective Date is delayed as a result of (x) any delay in obtaining any state or federal regulatory licenses, consents, or approvals, or in transferring, assigning, or novating any state or federal government contracts necessary to implement and effectuate the Plan, and such extension shall be for a period that is necessary to obtain any state or federal licenses, consents or approvals etc., or (y) if the DOJ Conviction Judgment Date has not yet occurred, then such extension shall be for an additional three months (*provided*, with respect to this clause (A), that the Sackler Parties' Representative shall not have the right to terminate this Agreement for any delay to the Settlement Effective Date due to the fault or failure to act on the part of any Sackler Party or Family Member), and (B) six (6) months from the date of the completion of the Confirmation Hearing.

(b) Debtors' Termination Event. The Debtors may terminate this Agreement, including the obligations of the Parties hereunder, by delivery of a written notice to the Sackler Parties upon the determination by the Board of Directors of Purdue Pharma Inc. (acting through the Special Committee of such Board), after consultation with the Creditors' Committee (as defined in the Plan) and the Governmental Consent Parties that continuing to seek approval of a plan of reorganization that includes the Shareholder Releases would be inconsistent with the exercise of such Board of Directors' fiduciary duties.

(c) Creditor Termination Event. MDT hereby delegates its right to terminate this Agreement, including the obligations of the Parties hereunder, to both (x) the Governmental Consent Parties (acting by a vote of two out of its three members) and (y) the Creditors' Committee, acting jointly

¹ "Preliminary Injunction" means the preliminary injunction halting litigation against the Debtors and other parties as set forth in the *Forty-Fourth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction*, Adv. Pro. No. 19- 08289 (SHL) [D.I. 682], as amended from time to time.

by delivery of a written notice to the Sackler Parties' Representative, and to the Debtors if the Settlement Effective Date has not occurred by the earlier of (A) three months after the entry of the Confirmation Order, provided that such three month period shall be extended automatically (without any further action on the part of any Party) if the Settlement Effective Date is delayed as a result of any delay in obtaining any state or federal regulatory licenses, consents, or approvals, or in transferring, assigning, or novating any state or federal government contracts necessary to implement and effectuate the Plan, and such extension shall be for a period that is necessary to obtain any state or federal licenses, consents or approvals etc., or (y) if the DOJ Conviction Judgment Date has not yet occurred, then such extension shall be for an additional three months, and (B) six (6) months from the date of the completion of the Confirmation Hearing.

Exhibit J
Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio) provide non-exclusive examples of Alleged Harms:

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Expert report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.
5. Expert reports of G. Caleb Alexander, dated April 16, 2021.
6. Expert reports of David Cutler, dated April 16, 2019; supplemental expert report of David Cutler, dated April 21, 2021; and second supplemental expert report of David Cutler, dated May 10, 2021.
7. Expert report of David Herzberg, dated April 16, 2021.
8. Expert reports of Katherine M. Keyes, Ph.D., dated April 16, 2021; supplemental expert report of Katherine M. Keyes, Ph.D, dated June 2, 2021.
9. Expert reports of Dr. Anna Lembke, M.D., dated April 16, 2021.
10. Expert report of Harvey Rosen, dated April 16, 2021.
11. Expert report of Nancy Young, dated April 16, 2021.
12. Expert reports of G. Caleb Alexander, M.D., M.S., dated March 24, 2019, and August 22, 2022;
13. Expert reports of David Cutler dated August 22, 2022;
14. Expert reports of Katherine M. Keyes, Ph.D., dated March 25, 2019, and August 22, 2022;
15. Expert reports of Dr. Anna Lembke, M.D., dated March 25, 2019, and August 22, 2022;
16. Expert report of Nancy Young, Ph.D, M.S.W., dated March 25, 2019

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Exhibit K
Assuring Parties

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A-Side Assuring Parties

Theresa E. Sackler
Ilene Sackler Lefcourt
Jeffrey M. Lefcourt
Karen Lefcourt
Kathe Sackler
Mortimer D.A. Sackler
Mortimer Lucian Sackler
Marissa T. Sackler
Sophia Dalrymple
Michael D. Sackler
Jacqueline Pugh Sackler
Hermance Schaepman
Alexa M. Saunders
Leslie J. Schreyer
Jeffrey A. Robins
Jorg Fischer
Bowland Company Limited
Millborne Trust Company Limited
Meerkat Trust
Cobo Bay Trust
Jackson River Trust
Lune River Trust
Mondai Trust
MTS 2006 Trust
Racine Trust
Reserve Trust
SDS 2006 Trust
SDS Beacon 2014 Trust
Silver Trust
KAS 2010 Family Trust
KAS 2011 Family Trust
Christopher Brody

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B-Side Assuring Parties^{1 2}

B-Side Payment Group 1 “Assuring Parties”	B-Side Payment Group 2 “Assuring Parties”
<i>(i) B-Side Payment Group 1 Possible Refunding Trusts of Trusts:</i> Trust under Declaration of Trust dated August 23, 1988 f/b/o Richard S. Sackler and Issue of Richard S. Sackler Trust under Declaration of Trust dated December 17, 1991 f/b/o Richard S. Sackler and Issue of Richard S. Sackler	<i>(i) B-Side Payment Group 2 Possible Refunding Trusts of Trusts:</i> Trust under Declaration of Trust dated August 23, 1988 f/b/o Jonathan D. Sackler and Issue of Jonathan D. Sackler Mary Corson Trust*
<i>(ii) B-Side Payment Group 1 Power Holders:</i> Richard S. Sackler* David A. Sackler* Marianna Sackler* Rebecca Sackler* Lin Gao Sackler* Daniel Connolly Leslie J. Schreyer	<i>(ii) B-Side Payment Group 2 Power Holders:</i> Mary Corson * Madeleine Rotzler * Clare Sackler * Miles Sackler * Garrett Lynam Brian Olson
<i>(iii) B-Side Payment Group 1 Required Interested Persons of the BS Estate and each Trust:</i> Richard S. Sackler* David A. Sackler* Marianna Sackler* Rebecca Sackler* Joss Sackler* Lin Gao Sackler* Jeffrey Selikoff Raymond and Beverly Sackler Foundation, Inc., or its successor(s) in interest Raymond and Beverly Sackler Fund for the Arts and Sciences, or its successor(s) in interest	<i>(iii) B-Side Payment Group 2 Required Interested Persons of the JDS Estate, BS Estate and each Trust:</i> Mary Corson * Madeleine Rotzler * Clare Sackler * Miles Sackler * JDS Revocable Pourover Trust Raymond and Beverly Sackler Foundation, Inc., or its successor(s) in interest Raymond and Beverly Sackler Fund for the Arts and Sciences, or its successor(s) in interest

¹ [NTD: Updates (if any) to be confirmed.]

² Assuring Parties with asterisks (*) indicate 11.17 Assuring Parties.

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<i>(iv) The persons not otherwise included in the foregoing clauses (ii) and (iii) who are Beneficiary Interested Persons of any Trust:</i> None.	<i>(iv) The persons not otherwise included in the foregoing clauses (ii) and (iii) who are Beneficiary Interested Persons of any Trust or the JDS Estate:</i> None.

Exhibit L
Prepayment Schedule

**Amounts of Scheduled Settlement Payment Obligations Available for Prepayment
Pursuant to Section 2.02:**

Scheduled Payment Date #	Each A-Side Payment Group (other than A- Side Payment Group 8)	Each B-Side Payment Group
14	\$23,906,250.00	\$29,375,000
15	\$23,906,250.00	\$29,375,000
16	\$23,906,250.00	\$29,375,000

Exhibit M-A: Maximum Payments by Payment Group Pursuant to the Plan and Related Direct Settlements Prior to Taking Account of Terms set forth in Section 2.01(g)

Payment	Payment Group B-1	Payment Group B-2	Payment Group A-1	Payment Group A-2	Payment Group A-3	Payment Group A-4	Payment Group A-5	Payment Group A-6	Payment Group A-7	Payment Group A-8	Annual Maximum Payment
Payment Date 1	\$ 481,250,000.00	\$ 481,250,000.00	\$ 67,187,500.00	\$ 67,187,500.00	\$ 67,187,500.00	\$ 67,187,500.00	\$ 67,187,500.00	\$ 67,187,500.00	\$ 67,187,500.00	\$ 67,187,500.00	\$ 1,500,000,000.00
Payment Date 2	\$ 143,750,000.00	\$ 143,750,000.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 500,000,000.00
Payment Date 3	\$ 143,750,000.00	\$ 143,750,000.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 500,000,000.00
Payment Date 4	\$ 115,000,000.00	\$ 115,000,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 400,000,000.00
Payment Date 5	\$ 46,875,000.00	\$ 46,875,000.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 250,000,000.00
Payment Date 6	\$ 46,875,000.00	\$ 46,875,000.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 19,531,250.00	\$ 250,000,000.00
Payment Date 7	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 250,000,000.00
Payment Date 8	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 250,000,000.00
Payment Date 9	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 250,000,000.00
Payment Date 10	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 250,000,000.00
Payment Date 11	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 250,000,000.00
Payment Date 12	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 250,000,000.00
Payment Date 13	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 250,000,000.00
Payment Date 14	\$ 129,375,000.00	\$ 129,375,000.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 450,000,000.00
Payment Date 15	\$ 129,375,000.00	\$ 129,375,000.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 450,000,000.00
Payment Date 16	\$ 129,375,000.00	\$ 129,375,000.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 450,000,000.00
Total	\$ 1,868,750,000.00	\$ 1,868,750,000.00	\$ 345,312,500.00	\$ 345,312,500.00	\$ 345,312,500.00	\$ 345,312,500.00	\$ 345,312,500.00	\$ 345,312,500.00	\$ 345,312,500.00	\$ 345,312,500.00	\$ 6,500,000,000.00

Note: All figures shown above are the maximum payment amounts by the Payment Groups pursuant to this Agreement before considering adjustments related to A-Side Payment Group 8 as set forth in Section 2.01(g) of this Agreement.

Note: This Exhibit is not used or referenced in connection with determining any payment under the Plan, this Agreement or any other direct settlement agreement.

Exhibit M-B: Maximum Payments by Payment Group Pursuant to the Plan and Related Direct Settlements After Taking Account of the Terms set forth in Section 2.01(g)

Payment	Payment Group B-1	Payment Group B-2	Payment Group A-1	Payment Group A-2	Payment Group A-3	Payment Group A-4	Payment Group A-5	Payment Group A-6	Payment Group A-7	Payment Group A-8	Annual Maximum Payment
Payment Date 1	\$ 481,250,000.00	\$ 481,250,000.00	\$ 72,187,500.00	\$ 72,187,500.00	\$ 72,187,500.00	\$ 72,187,500.00	\$ 72,187,500.00	\$ 72,187,500.00	\$ 72,187,500.00	\$ 183,000,000.00	\$ 1,650,812,500.00
Payment Date 2	\$ 143,750,000.00	\$ 143,750,000.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ -	\$ 473,437,500.00
Payment Date 3	\$ 143,750,000.00	\$ 143,750,000.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ 26,562,500.00	\$ -	\$ 473,437,500.00
Payment Date 4	\$ 115,000,000.00	\$ 115,000,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ 21,250,000.00	\$ -	\$ 378,750,000.00
Payment Date 5	\$ 46,875,000.00	\$ 46,875,000.00	\$ 16,549,953.50	\$ 16,549,953.50	\$ 16,549,953.50	\$ 16,549,953.50	\$ 16,549,953.50	\$ 16,549,953.50	\$ 16,549,953.50	\$ 20,869,075.51	\$ 230,468,750.00
Payment Date 6	\$ 46,875,000.00	\$ 46,875,000.00	\$ 16,415,795.16	\$ 16,415,795.16	\$ 16,415,795.16	\$ 16,415,795.16	\$ 16,415,795.16	\$ 16,415,795.16	\$ 16,415,795.16	\$ 21,808,183.91	\$ 230,468,750.00
Payment Date 7	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ -	\$ 236,718,750.00
Payment Date 8	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ -	\$ 236,718,750.00
Payment Date 9	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ -	\$ 236,718,750.00
Payment Date 10	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ -	\$ 236,718,750.00
Payment Date 11	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ -	\$ 236,718,750.00
Payment Date 12	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ -	\$ 236,718,750.00
Payment Date 13	\$ 71,875,000.00	\$ 71,875,000.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ 13,281,250.00	\$ -	\$ 236,718,750.00
Payment Date 14	\$ 129,375,000.00	\$ 129,375,000.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ -	\$ 426,093,750.00
Payment Date 15	\$ 129,375,000.00	\$ 129,375,000.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ -	\$ 426,093,750.00
Payment Date 16	\$ 129,375,000.00	\$ 129,375,000.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ 23,906,250.00	\$ -	\$ 426,093,750.00
Total	\$ 1,868,750,000.00	\$ 1,868,750,000.00	\$ 344,215,748.65	\$ 344,215,748.65	\$ 344,215,748.65	\$ 344,215,748.65	\$ 344,215,748.65	\$ 344,215,748.65	\$ 344,215,748.65	\$ 225,677,259.42	\$ 6,372,687,500.00

Note: The allocations amongst the Payment Groups are subject to further modification pursuant to Section 2.01(g), and may impact the other exhibits.

Note: All figures shown are the maximum amounts payable by each Payment Group and Payment Date pursuant to this Agreement.

Total

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 550,270,833.33	\$ 16,859,099.31	\$ 174,215,320.82	\$ 261,104,374.91	\$ 3,842,182.12	\$ 25,138,065.25	\$ 153,178,666.30	\$ 15,384,730.61
Payment Date 2	\$ 182,812,500.00	\$ 4,958,558.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,426,992.57
Payment Date 3	\$ 132,812,500.00	\$ 4,958,558.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,076,992.57
Payment Date 4	\$ 101,250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,157,500.00
Payment Date 5	\$ 58,322,916.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,680,812.50
Payment Date 6	\$ 109,822,916.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,981,312.50
Payment Date 7	\$ 109,906,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,184,812.50
Payment Date 8	\$ 109,906,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,184,812.50
Payment Date 9	\$ 109,906,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,184,812.50
Payment Date 10	\$ 78,906,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,207,812.50
Payment Date 11	\$ 78,906,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,207,812.50
Payment Date 12	\$ 78,906,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,207,812.50
Payment Date 13	\$ 78,906,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,207,812.50
Payment Date 14	\$ 114,531,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,281,562.50
Payment Date 15	\$ 114,531,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,281,562.50
Payment Date 16	\$ 114,531,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,281,562.50
Total	\$ 2,124,229,166.67	\$ 26,776,216.55	\$ 174,215,320.82	\$ 261,104,374.91	\$ 3,842,182.12	\$ 25,138,065.25	\$ 153,178,666.30	\$ 118,938,715.74

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g).

Total

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 177,606,283.84	\$ 269,214,062.27	\$ 159,081,036.80	\$ 110,133,025.47	\$ 3,998,881.24	\$ 450,819,227.34	\$ -	\$ -	\$ 450,819,227.34	\$ 1,650,812,500.00
Payment Date 2	\$ 60,972,791.78	\$ 179,355,528.69	\$ 105,982,812.41	\$ 73,372,716.28	\$ -	\$ 240,328,320.47	\$ 12,430,775.20	\$ 23,480,353.15	\$ 276,239,448.81	\$ 473,437,500.00
Payment Date 3	\$ 71,697,301.09	\$ 210,695,519.38	\$ 124,501,897.82	\$ 86,193,621.57	\$ -	\$ 282,392,820.47	\$ 14,606,525.20	\$ 27,590,103.15	\$ 324,589,448.81	\$ 473,437,500.00
Payment Date 4	\$ 59,272,025.25	\$ 174,185,949.75	\$ 102,928,061.21	\$ 71,257,888.53	\$ -	\$ 233,457,975.00	\$ 12,075,412.50	\$ 22,809,112.50	\$ 268,342,500.00	\$ 378,750,000.00
Payment Date 5	\$ 45,315,136.27	\$ 99,509,431.85	\$ 58,801,027.91	\$ 40,708,403.94	\$ -	\$ 144,824,568.13	\$ 7,490,925.94	\$ 14,149,526.77	\$ 166,465,020.83	\$ 230,468,750.00
Payment Date 6	\$ 34,652,044.26	\$ 66,846,088.86	\$ 39,499,961.60	\$ 27,346,127.26	\$ -	\$ 101,498,133.13	\$ 5,249,903.44	\$ 9,916,484.27	\$ 116,664,520.83	\$ 230,468,750.00
Payment Date 7	\$ 21,434,541.78	\$ 63,209,986.67	\$ 37,351,355.76	\$ 25,858,630.91	\$ 22,041,559.67	\$ 106,686,088.13	\$ 5,518,245.94	\$ 10,423,353.44	\$ 122,627,687.50	\$ 236,718,750.00
Payment Date 8	\$ 21,434,541.78	\$ 63,209,986.67	\$ 37,351,355.76	\$ 25,858,630.91	\$ 22,041,559.67	\$ 106,686,088.13	\$ 5,518,245.94	\$ 10,423,353.44	\$ 122,627,687.50	\$ 236,718,750.00
Payment Date 9	\$ 21,434,541.78	\$ 63,209,986.67	\$ 37,351,355.76	\$ 25,858,630.91	\$ 22,041,559.67	\$ 106,686,088.13	\$ 5,518,245.94	\$ 10,423,353.44	\$ 122,627,687.50	\$ 236,718,750.00
Payment Date 10	\$ 28,559,786.85	\$ 83,930,211.18	\$ 49,595,124.79	\$ 34,335,086.39	\$ 20,276,080.10	\$ 132,766,078.13	\$ 6,867,210.94	\$ 12,971,398.44	\$ 152,604,687.50	\$ 236,718,750.00
Payment Date 11	\$ 29,519,528.44	\$ 86,750,656.41	\$ 51,261,751.52	\$ 35,488,904.90	\$ 16,495,893.27	\$ 132,766,078.13	\$ 6,867,210.94	\$ 12,971,398.44	\$ 152,604,687.50	\$ 236,718,750.00
Payment Date 12	\$ 29,519,528.44	\$ 86,750,656.41	\$ 51,261,751.52	\$ 35,488,904.90	\$ 16,495,893.27	\$ 132,766,078.13	\$ 6,867,210.94	\$ 12,971,398.44	\$ 152,604,687.50	\$ 236,718,750.00
Payment Date 13	\$ 29,519,528.44	\$ 86,750,656.41	\$ 51,261,751.52	\$ 35,488,904.90	\$ 16,495,893.27	\$ 132,766,078.13	\$ 6,867,210.94	\$ 12,971,398.44	\$ 152,604,687.50	\$ 236,718,750.00
Payment Date 14	\$ 62,449,762.76	\$ 183,168,759.59	\$ 108,236,085.21	\$ 74,932,674.38	\$ 16,495,893.27	\$ 262,114,415.63	\$ 13,557,642.19	\$ 25,608,879.69	\$ 301,280,937.50	\$ 426,093,750.00
Payment Date 15	\$ 62,449,762.76	\$ 183,168,759.59	\$ 108,236,085.21	\$ 74,932,674.38	\$ 16,495,893.27	\$ 262,114,415.63	\$ 13,557,642.19	\$ 25,608,879.69	\$ 301,280,937.50	\$ 426,093,750.00
Payment Date 16	\$ 62,449,762.76	\$ 183,168,759.59	\$ 108,236,085.21	\$ 74,932,674.38	\$ 16,495,893.27	\$ 262,114,415.63	\$ 13,557,642.19	\$ 25,608,879.69	\$ 301,280,937.50	\$ 426,093,750.00
Total	\$ 818,286,868.28	\$ 2,083,125,000.00	\$ 1,230,937,500.00	\$ 852,187,500.00	\$ 189,375,000.00	\$ 3,090,786,868.28	\$ 136,550,050.39	\$ 257,927,872.97	\$ 3,485,264,791.64	\$ 6,372,687,500.00

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Note: Pursuant to Section [] of the Plan, the MDT (I) shall reserve amounts from the Total Direct Settlement Amount under the GESA, as needed, to satisfy payment obligations of the MDT following the Effective Date to (i) the DOJ, (ii) the Public School Trust, (iii) solely to the extent the PI Trust Obligation has not been paid in full by the second anniversary of the Effective Date in accordance with section 5.2(e) of the Plan, the PI Trust, and (II) may reserve amounts from the Total Direct Settlement Amount under the GESA, as needed, to fund MDT Operating Expenses, provided that solely in the case of this subsection (II) hereof, such adjustments shall be subject to the consent of the MDT Advisory Council. For the avoidance of doubt, the foregoing shall not impact the payment obligations of the Payment Parties.

Payment Group: B-1

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 160,416,666.67	\$ 4,846,991.05	\$ 50,086,904.74	\$ 75,067,507.79	\$ 1,104,627.36	\$ 7,227,193.76	\$ 44,038,866.56	\$ 4,569,220.99
Payment Date 2	\$ 58,189,626.91	\$ 1,425,585.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,776,447.99
Payment Date 3	\$ 40,325,907.59	\$ 1,425,585.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,365,950.72
Payment Date 4	\$ 30,742,574.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,780,495.05
Payment Date 5	\$ 10,007,838.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,216,616.34
Payment Date 6	\$ 29,185,307.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 583,759.85
Payment Date 7	\$ 36,696,804.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,160,880.47
Payment Date 8	\$ 36,696,804.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,160,880.47
Payment Date 9	\$ 36,696,804.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,160,880.47
Payment Date 10	\$ 23,958,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,250.00
Payment Date 11	\$ 23,958,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,250.00
Payment Date 12	\$ 23,958,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,250.00
Payment Date 13	\$ 23,958,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,250.00
Payment Date 14	\$ 29,375,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000.00
Payment Date 15	\$ 29,375,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000.00
Payment Date 16	\$ 29,375,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000.00
Total	\$ 622,916,666.67	\$ 7,698,162.26	\$ 50,086,904.74	\$ 75,067,507.79	\$ 1,104,627.36	\$ 7,227,193.76	\$ 44,038,866.56	\$ 35,000,132.34

Payment Group: B-1

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 34,203,241.79	\$ 98,474,597.54	\$ 58,189,534.91	\$ 40,285,062.63	\$ 1,214,181.76	\$ 133,892,021.09	\$ -	\$ -	\$ 133,892,021.09	\$ 481,250,000.00
Payment Date 2	\$ 18,246,946.93	\$ 52,534,808.43	\$ 31,043,295.89	\$ 21,491,512.54	\$ -	\$ 70,781,755.37	\$ 3,661,125.28	\$ 6,915,458.86	\$ 81,358,339.50	\$ 143,750,000.00
Payment Date 3	\$ 22,121,186.68	\$ 63,689,137.11	\$ 37,634,490.11	\$ 26,054,647.00	\$ -	\$ 85,810,323.79	\$ 4,438,465.02	\$ 8,383,767.27	\$ 98,632,556.08	\$ 143,750,000.00
Payment Date 4	\$ 18,273,544.42	\$ 52,611,385.29	\$ 31,088,545.85	\$ 21,522,839.44	\$ -	\$ 70,884,929.70	\$ 3,666,461.88	\$ 6,925,539.11	\$ 81,476,930.69	\$ 115,000,000.00
Payment Date 5	\$ 7,995,659.86	\$ 23,020,314.62	\$ 13,602,913.18	\$ 9,417,401.43	\$ -	\$ 31,015,974.48	\$ 1,604,274.54	\$ 3,030,296.36	\$ 35,650,545.38	\$ 46,875,000.00
Payment Date 6	\$ 3,836,497.24	\$ 11,045,664.15	\$ 6,526,983.36	\$ 4,518,680.79	\$ -	\$ 14,882,161.39	\$ 769,766.97	\$ 1,454,004.27	\$ 17,105,932.63	\$ 46,875,000.00
Payment Date 7	\$ 5,904,093.76	\$ 16,998,483.96	\$ 10,044,558.70	\$ 6,953,925.26	\$ 6,692,486.77	\$ 29,595,064.48	\$ 1,530,779.20	\$ 2,891,471.82	\$ 34,017,315.50	\$ 71,875,000.00
Payment Date 8	\$ 5,904,093.76	\$ 16,998,483.96	\$ 10,044,558.70	\$ 6,953,925.26	\$ 6,692,486.77	\$ 29,595,064.48	\$ 1,530,779.20	\$ 2,891,471.82	\$ 34,017,315.50	\$ 71,875,000.00
Payment Date 9	\$ 5,904,093.76	\$ 16,998,483.96	\$ 10,044,558.70	\$ 6,953,925.26	\$ 6,692,486.77	\$ 29,595,064.48	\$ 1,530,779.20	\$ 2,891,471.82	\$ 34,017,315.50	\$ 71,875,000.00
Payment Date 10	\$ 8,804,972.18	\$ 25,350,406.76	\$ 14,979,785.81	\$ 10,370,620.95	\$ 6,156,433.56	\$ 40,311,812.50	\$ 2,085,093.75	\$ 3,938,510.42	\$ 46,335,416.67	\$ 71,875,000.00
Payment Date 11	\$ 9,100,860.17	\$ 26,202,298.26	\$ 15,483,176.25	\$ 10,719,122.02	\$ 5,008,654.06	\$ 40,311,812.50	\$ 2,085,093.75	\$ 3,938,510.42	\$ 46,335,416.67	\$ 71,875,000.00
Payment Date 12	\$ 9,100,860.17	\$ 26,202,298.26	\$ 15,483,176.25	\$ 10,719,122.02	\$ 5,008,654.06	\$ 40,311,812.50	\$ 2,085,093.75	\$ 3,938,510.42	\$ 46,335,416.67	\$ 71,875,000.00
Payment Date 13	\$ 9,100,860.17	\$ 26,202,298.26	\$ 15,483,176.25	\$ 10,719,122.02	\$ 5,008,654.06	\$ 40,311,812.50	\$ 2,085,093.75	\$ 3,938,510.42	\$ 46,335,416.67	\$ 71,875,000.00
Payment Date 14	\$ 20,396,566.12	\$ 58,723,779.82	\$ 34,700,415.35	\$ 24,023,364.47	\$ 5,008,654.06	\$ 84,129,000.00	\$ 4,351,500.00	\$ 8,219,500.00	\$ 96,700,000.00	\$ 129,375,000.00
Payment Date 15	\$ 20,396,566.12	\$ 58,723,779.82	\$ 34,700,415.35	\$ 24,023,364.47	\$ 5,008,654.06	\$ 84,129,000.00	\$ 4,351,500.00	\$ 8,219,500.00	\$ 96,700,000.00	\$ 129,375,000.00
Payment Date 16	\$ 20,396,566.12	\$ 58,723,779.82	\$ 34,700,415.35	\$ 24,023,364.47	\$ 5,008,654.06	\$ 84,129,000.00	\$ 4,351,500.00	\$ 8,219,500.00	\$ 96,700,000.00	\$ 129,375,000.00
Total	\$ 219,686,609.27	\$ 632,500,000.00	\$ 373,750,000.00	\$ 258,750,000.00	\$ 57,500,000.00	\$ 909,686,609.27	\$ 40,127,306.28	\$ 75,796,022.98	\$ 1,025,609,938.53	\$ 1,868,750,000.00

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Payment Group: B-2

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 160,416,666.67	\$ 4,846,991.05	\$ 50,086,904.74	\$ 75,067,507.79	\$ 1,104,627.36	\$ 7,227,193.76	\$ 44,038,866.56	\$ 4,569,220.99
Payment Date 2	\$ 58,189,626.91	\$ 1,425,585.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,776,447.99
Payment Date 3	\$ 40,325,907.59	\$ 1,425,585.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,365,950.72
Payment Date 4	\$ 30,742,574.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,780,495.05
Payment Date 5	\$ 10,007,838.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,216,616.34
Payment Date 6	\$ 29,185,307.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 583,759.85
Payment Date 7	\$ 36,696,804.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,160,880.47
Payment Date 8	\$ 36,696,804.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,160,880.47
Payment Date 9	\$ 36,696,804.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,160,880.47
Payment Date 10	\$ 23,958,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,250.00
Payment Date 11	\$ 23,958,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,250.00
Payment Date 12	\$ 23,958,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,250.00
Payment Date 13	\$ 23,958,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,250.00
Payment Date 14	\$ 29,375,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000.00
Payment Date 15	\$ 29,375,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000.00
Payment Date 16	\$ 29,375,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000.00
Total	\$ 622,916,666.67	\$ 7,698,162.26	\$ 50,086,904.74	\$ 75,067,507.79	\$ 1,104,627.36	\$ 7,227,193.76	\$ 44,038,866.56	\$ 35,000,132.34

Payment Group: B-2

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 34,203,241.79	\$ 98,474,597.54	\$ 58,189,534.91	\$ 40,285,062.63	\$ 1,214,181.76	\$ 133,892,021.09	\$ -	\$ -	\$ 133,892,021.09	\$ 481,250,000.00
Payment Date 2	\$ 18,246,946.93	\$ 52,534,808.43	\$ 31,043,295.89	\$ 21,491,512.54	\$ -	\$ 70,781,755.37	\$ 3,661,125.28	\$ 6,915,458.86	\$ 81,358,339.50	\$ 143,750,000.00
Payment Date 3	\$ 22,121,186.68	\$ 63,689,137.11	\$ 37,634,490.11	\$ 26,054,647.00	\$ -	\$ 85,810,323.79	\$ 4,438,465.02	\$ 8,383,767.27	\$ 98,632,556.08	\$ 143,750,000.00
Payment Date 4	\$ 18,273,544.42	\$ 52,611,385.29	\$ 31,088,545.85	\$ 21,522,839.44	\$ -	\$ 70,884,929.70	\$ 3,666,461.88	\$ 6,925,539.11	\$ 81,476,930.69	\$ 115,000,000.00
Payment Date 5	\$ 7,995,659.86	\$ 23,020,314.62	\$ 13,602,913.18	\$ 9,417,401.43	\$ -	\$ 31,015,974.48	\$ 1,604,274.54	\$ 3,030,296.36	\$ 35,650,545.38	\$ 46,875,000.00
Payment Date 6	\$ 3,836,497.24	\$ 11,045,664.15	\$ 6,526,983.36	\$ 4,518,680.79	\$ -	\$ 14,882,161.39	\$ 769,766.97	\$ 1,454,004.27	\$ 17,105,932.63	\$ 46,875,000.00
Payment Date 7	\$ 5,904,093.76	\$ 16,998,483.96	\$ 10,044,558.70	\$ 6,953,925.26	\$ 6,692,486.77	\$ 29,595,064.48	\$ 1,530,779.20	\$ 2,891,471.82	\$ 34,017,315.50	\$ 71,875,000.00
Payment Date 8	\$ 5,904,093.76	\$ 16,998,483.96	\$ 10,044,558.70	\$ 6,953,925.26	\$ 6,692,486.77	\$ 29,595,064.48	\$ 1,530,779.20	\$ 2,891,471.82	\$ 34,017,315.50	\$ 71,875,000.00
Payment Date 9	\$ 5,904,093.76	\$ 16,998,483.96	\$ 10,044,558.70	\$ 6,953,925.26	\$ 6,692,486.77	\$ 29,595,064.48	\$ 1,530,779.20	\$ 2,891,471.82	\$ 34,017,315.50	\$ 71,875,000.00
Payment Date 10	\$ 8,804,972.18	\$ 25,350,406.76	\$ 14,979,785.81	\$ 10,370,620.95	\$ 6,156,433.56	\$ 40,311,812.50	\$ 2,085,093.75	\$ 3,938,510.42	\$ 46,335,416.67	\$ 71,875,000.00
Payment Date 11	\$ 9,100,860.17	\$ 26,202,298.26	\$ 15,483,176.25	\$ 10,719,122.02	\$ 5,008,654.06	\$ 40,311,812.50	\$ 2,085,093.75	\$ 3,938,510.42	\$ 46,335,416.67	\$ 71,875,000.00
Payment Date 12	\$ 9,100,860.17	\$ 26,202,298.26	\$ 15,483,176.25	\$ 10,719,122.02	\$ 5,008,654.06	\$ 40,311,812.50	\$ 2,085,093.75	\$ 3,938,510.42	\$ 46,335,416.67	\$ 71,875,000.00
Payment Date 13	\$ 9,100,860.17	\$ 26,202,298.26	\$ 15,483,176.25	\$ 10,719,122.02	\$ 5,008,654.06	\$ 40,311,812.50	\$ 2,085,093.75	\$ 3,938,510.42	\$ 46,335,416.67	\$ 71,875,000.00
Payment Date 14	\$ 20,396,566.12	\$ 58,723,779.82	\$ 34,700,415.35	\$ 24,023,364.47	\$ 5,008,654.06	\$ 84,129,000.00	\$ 4,351,500.00	\$ 8,219,500.00	\$ 96,700,000.00	\$ 129,375,000.00
Payment Date 15	\$ 20,396,566.12	\$ 58,723,779.82	\$ 34,700,415.35	\$ 24,023,364.47	\$ 5,008,654.06	\$ 84,129,000.00	\$ 4,351,500.00	\$ 8,219,500.00	\$ 96,700,000.00	\$ 129,375,000.00
Payment Date 16	\$ 20,396,566.12	\$ 58,723,779.82	\$ 34,700,415.35	\$ 24,023,364.47	\$ 5,008,654.06	\$ 84,129,000.00	\$ 4,351,500.00	\$ 8,219,500.00	\$ 96,700,000.00	\$ 129,375,000.00
Total	\$ 219,686,609.27	\$ 632,500,000.00	\$ 373,750,000.00	\$ 258,750,000.00	\$ 57,500,000.00	\$ 909,686,609.27	\$ 40,127,306.28	\$ 75,796,022.98	\$ 1,025,609,938.53	\$ 1,868,750,000.00

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Payment Group: A-1

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 24,062,500.00	\$ 895,639.65	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 476,051.70
Payment Date 2	\$ 9,490,463.74	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 553,442.37
Payment Date 3	\$ 7,451,526.40	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,727.30
Payment Date 4	\$ 5,680,693.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,787.13
Payment Date 5	\$ 4,478,697.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,351.45
Payment Date 6	\$ 6,311,843.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,430.39
Payment Date 7	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 8	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 9	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 10	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 11	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 12	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 13	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 14	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 15	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 16	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Total	\$ 114,738,582.88	\$ 1,497,750.34	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 6,440,803.52

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g).

Payment Group: A-1

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 3,401,845.39	\$ 10,323,552.46	\$ 6,100,281.00	\$ 4,223,271.46	\$ 224,359.67	\$ 13,949,757.52	\$ -	\$ -	\$ 13,949,757.52	\$ 72,187,500.00
Payment Date 2	\$ 3,496,985.42	\$ 10,612,273.12	\$ 6,270,888.66	\$ 4,341,384.46	\$ -	\$ 14,109,258.53	\$ 729,789.23	\$ 1,378,490.78	\$ 16,217,538.54	\$ 26,562,500.00
Payment Date 3	\$ 3,922,132.53	\$ 11,902,463.60	\$ 7,033,273.94	\$ 4,869,189.65	\$ -	\$ 15,824,596.13	\$ 818,513.59	\$ 1,546,081.23	\$ 18,189,190.95	\$ 26,562,500.00
Payment Date 4	\$ 3,246,419.49	\$ 9,851,882.74	\$ 5,821,567.07	\$ 4,030,315.67	\$ -	\$ 13,098,302.23	\$ 677,498.39	\$ 1,279,719.18	\$ 15,055,519.80	\$ 21,250,000.00
Payment Date 5	\$ 2,517,026.69	\$ 7,638,400.37	\$ 4,513,600.22	\$ 3,124,800.15	\$ -	\$ 10,155,427.07	\$ 525,280.71	\$ 992,196.90	\$ 11,672,904.68	\$ 16,549,953.50
Payment Date 6	\$ 2,106,815.97	\$ 6,393,537.22	\$ 3,777,999.27	\$ 2,615,537.96	\$ -	\$ 8,500,353.19	\$ 439,673.44	\$ 830,494.28	\$ 9,770,520.91	\$ 16,415,795.16
Payment Date 7	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 8	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 9	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 10	\$ 1,564,263.21	\$ 4,747,056.81	\$ 2,805,079.02	\$ 1,941,977.79	\$ 1,137,601.85	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 11	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 12	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 13	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 14	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 15	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 16	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Total	\$ 38,512,971.36	\$ 116,875,000.00	\$ 69,062,500.00	\$ 47,812,500.00	\$ 10,625,000.00	\$ 166,012,971.36	\$ 7,865,338.65	\$ 14,856,750.78	\$ 188,735,060.78	\$ 344,215,748.65

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Payment Group: A-2

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 24,062,500.00	\$ 895,639.65	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 476,051.70
Payment Date 2	\$ 9,490,463.74	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 553,442.37
Payment Date 3	\$ 7,451,526.40	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,727.30
Payment Date 4	\$ 5,680,693.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,787.13
Payment Date 5	\$ 4,478,697.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,351.45
Payment Date 6	\$ 6,311,843.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,430.39
Payment Date 7	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 8	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 9	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 10	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 11	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 12	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 13	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 14	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 15	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 16	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Total	\$ 114,738,582.88	\$ 1,497,750.34	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 6,440,803.52

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g).

Payment Group: A-2

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 3,401,845.39	\$ 10,323,552.46	\$ 6,100,281.00	\$ 4,223,271.46	\$ 224,359.67	\$ 13,949,757.52	\$ -	\$ -	\$ 13,949,757.52	\$ 72,187,500.00
Payment Date 2	\$ 3,496,985.42	\$ 10,612,273.12	\$ 6,270,888.66	\$ 4,341,384.46	\$ -	\$ 14,109,258.53	\$ 729,789.23	\$ 1,378,490.78	\$ 16,217,538.54	\$ 26,562,500.00
Payment Date 3	\$ 3,922,132.53	\$ 11,902,463.60	\$ 7,033,273.94	\$ 4,869,189.65	\$ -	\$ 15,824,596.13	\$ 818,513.59	\$ 1,546,081.23	\$ 18,189,190.95	\$ 26,562,500.00
Payment Date 4	\$ 3,246,419.49	\$ 9,851,882.74	\$ 5,821,567.07	\$ 4,030,315.67	\$ -	\$ 13,098,302.23	\$ 677,498.39	\$ 1,279,719.18	\$ 15,055,519.80	\$ 21,250,000.00
Payment Date 5	\$ 2,517,026.69	\$ 7,638,400.37	\$ 4,513,600.22	\$ 3,124,800.15	\$ -	\$ 10,155,427.07	\$ 525,280.71	\$ 992,196.90	\$ 11,672,904.68	\$ 16,549,953.50
Payment Date 6	\$ 2,106,815.97	\$ 6,393,537.22	\$ 3,777,999.27	\$ 2,615,537.96	\$ -	\$ 8,500,353.19	\$ 439,673.44	\$ 830,494.28	\$ 9,770,520.91	\$ 16,415,795.16
Payment Date 7	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 8	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 9	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 10	\$ 1,564,263.21	\$ 4,747,056.81	\$ 2,805,079.02	\$ 1,941,977.79	\$ 1,137,601.85	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 11	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 12	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 13	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 14	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 15	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 16	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Total	\$ 38,512,971.36	\$ 116,875,000.00	\$ 69,062,500.00	\$ 47,812,500.00	\$ 10,625,000.00	\$ 166,012,971.36	\$ 7,865,338.65	\$ 14,856,750.78	\$ 188,735,060.78	\$ 344,215,748.65

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Payment Group: A-3

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 24,062,500.00	\$ 895,639.65	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 476,051.70
Payment Date 2	\$ 9,490,463.74	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 553,442.37
Payment Date 3	\$ 7,451,526.40	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,727.30
Payment Date 4	\$ 5,680,693.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,787.13
Payment Date 5	\$ 4,478,697.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,351.45
Payment Date 6	\$ 6,311,843.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,430.39
Payment Date 7	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 8	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 9	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 10	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 11	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 12	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 13	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 14	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 15	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 16	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Total	\$ 114,738,582.88	\$ 1,497,750.34	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 6,440,803.52

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g).

Payment Group: A-3

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 3,401,845.39	\$ 10,323,552.46	\$ 6,100,281.00	\$ 4,223,271.46	\$ 224,359.67	\$ 13,949,757.52	\$ -	\$ -	\$ 13,949,757.52	\$ 72,187,500.00
Payment Date 2	\$ 3,496,985.42	\$ 10,612,273.12	\$ 6,270,888.66	\$ 4,341,384.46	\$ -	\$ 14,109,258.53	\$ 729,789.23	\$ 1,378,490.78	\$ 16,217,538.54	\$ 26,562,500.00
Payment Date 3	\$ 3,922,132.53	\$ 11,902,463.60	\$ 7,033,273.94	\$ 4,869,189.65	\$ -	\$ 15,824,596.13	\$ 818,513.59	\$ 1,546,081.23	\$ 18,189,190.95	\$ 26,562,500.00
Payment Date 4	\$ 3,246,419.49	\$ 9,851,882.74	\$ 5,821,567.07	\$ 4,030,315.67	\$ -	\$ 13,098,302.23	\$ 677,498.39	\$ 1,279,719.18	\$ 15,055,519.80	\$ 21,250,000.00
Payment Date 5	\$ 2,517,026.69	\$ 7,638,400.37	\$ 4,513,600.22	\$ 3,124,800.15	\$ -	\$ 10,155,427.07	\$ 525,280.71	\$ 992,196.90	\$ 11,672,904.68	\$ 16,549,953.50
Payment Date 6	\$ 2,106,815.97	\$ 6,393,537.22	\$ 3,777,999.27	\$ 2,615,537.96	\$ -	\$ 8,500,353.19	\$ 439,673.44	\$ 830,494.28	\$ 9,770,520.91	\$ 16,415,795.16
Payment Date 7	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 8	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 9	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 10	\$ 1,564,263.21	\$ 4,747,056.81	\$ 2,805,079.02	\$ 1,941,977.79	\$ 1,137,601.85	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 11	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 12	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 13	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 14	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 15	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 16	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Total	\$ 38,512,971.36	\$ 116,875,000.00	\$ 69,062,500.00	\$ 47,812,500.00	\$ 10,625,000.00	\$ 166,012,971.36	\$ 7,865,338.65	\$ 14,856,750.78	\$ 188,735,060.78	\$ 344,215,748.65

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Payment Group: A-4

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 24,062,500.00	\$ 895,639.65	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 476,051.70
Payment Date 2	\$ 9,490,463.74	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 553,442.37
Payment Date 3	\$ 7,451,526.40	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,727.30
Payment Date 4	\$ 5,680,693.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,787.13
Payment Date 5	\$ 4,478,697.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,351.45
Payment Date 6	\$ 6,311,843.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,430.39
Payment Date 7	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 8	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 9	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 10	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 11	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 12	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 13	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 14	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 15	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 16	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Total	\$ 114,738,582.88	\$ 1,497,750.34	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 6,440,803.52

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g).

Payment Group: A-4

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 3,401,845.39	\$ 10,323,552.46	\$ 6,100,281.00	\$ 4,223,271.46	\$ 224,359.67	\$ 13,949,757.52	\$ -	\$ -	\$ 13,949,757.52	\$ 72,187,500.00
Payment Date 2	\$ 3,496,985.42	\$ 10,612,273.12	\$ 6,270,888.66	\$ 4,341,384.46	\$ -	\$ 14,109,258.53	\$ 729,789.23	\$ 1,378,490.78	\$ 16,217,538.54	\$ 26,562,500.00
Payment Date 3	\$ 3,922,132.53	\$ 11,902,463.60	\$ 7,033,273.94	\$ 4,869,189.65	\$ -	\$ 15,824,596.13	\$ 818,513.59	\$ 1,546,081.23	\$ 18,189,190.95	\$ 26,562,500.00
Payment Date 4	\$ 3,246,419.49	\$ 9,851,882.74	\$ 5,821,567.07	\$ 4,030,315.67	\$ -	\$ 13,098,302.23	\$ 677,498.39	\$ 1,279,719.18	\$ 15,055,519.80	\$ 21,250,000.00
Payment Date 5	\$ 2,517,026.69	\$ 7,638,400.37	\$ 4,513,600.22	\$ 3,124,800.15	\$ -	\$ 10,155,427.07	\$ 525,280.71	\$ 992,196.90	\$ 11,672,904.68	\$ 16,549,953.50
Payment Date 6	\$ 2,106,815.97	\$ 6,393,537.22	\$ 3,777,999.27	\$ 2,615,537.96	\$ -	\$ 8,500,353.19	\$ 439,673.44	\$ 830,494.28	\$ 9,770,520.91	\$ 16,415,795.16
Payment Date 7	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 8	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 9	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 10	\$ 1,564,263.21	\$ 4,747,056.81	\$ 2,805,079.02	\$ 1,941,977.79	\$ 1,137,601.85	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 11	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 12	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 13	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 14	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 15	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 16	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Total	\$ 38,512,971.36	\$ 116,875,000.00	\$ 69,062,500.00	\$ 47,812,500.00	\$ 10,625,000.00	\$ 166,012,971.36	\$ 7,865,338.65	\$ 14,856,750.78	\$ 188,735,060.78	\$ 344,215,748.65

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Payment Group: A-5

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 24,062,500.00	\$ 895,639.65	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 476,051.70
Payment Date 2	\$ 9,490,463.74	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 553,442.37
Payment Date 3	\$ 7,451,526.40	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,727.30
Payment Date 4	\$ 5,680,693.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,787.13
Payment Date 5	\$ 4,478,697.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,351.45
Payment Date 6	\$ 6,311,843.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,430.39
Payment Date 7	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 8	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 9	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 10	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 11	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 12	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 13	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 14	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 15	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 16	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Total	\$ 114,738,582.88	\$ 1,497,750.34	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 6,440,803.52

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g).

Payment Group: A-5

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 3,401,845.39	\$ 10,323,552.46	\$ 6,100,281.00	\$ 4,223,271.46	\$ 224,359.67	\$ 13,949,757.52	\$ -	\$ -	\$ 13,949,757.52	\$ 72,187,500.00
Payment Date 2	\$ 3,496,985.42	\$ 10,612,273.12	\$ 6,270,888.66	\$ 4,341,384.46	\$ -	\$ 14,109,258.53	\$ 729,789.23	\$ 1,378,490.78	\$ 16,217,538.54	\$ 26,562,500.00
Payment Date 3	\$ 3,922,132.53	\$ 11,902,463.60	\$ 7,033,273.94	\$ 4,869,189.65	\$ -	\$ 15,824,596.13	\$ 818,513.59	\$ 1,546,081.23	\$ 18,189,190.95	\$ 26,562,500.00
Payment Date 4	\$ 3,246,419.49	\$ 9,851,882.74	\$ 5,821,567.07	\$ 4,030,315.67	\$ -	\$ 13,098,302.23	\$ 677,498.39	\$ 1,279,719.18	\$ 15,055,519.80	\$ 21,250,000.00
Payment Date 5	\$ 2,517,026.69	\$ 7,638,400.37	\$ 4,513,600.22	\$ 3,124,800.15	\$ -	\$ 10,155,427.07	\$ 525,280.71	\$ 992,196.90	\$ 11,672,904.68	\$ 16,549,953.50
Payment Date 6	\$ 2,106,815.97	\$ 6,393,537.22	\$ 3,777,999.27	\$ 2,615,537.96	\$ -	\$ 8,500,353.19	\$ 439,673.44	\$ 830,494.28	\$ 9,770,520.91	\$ 16,415,795.16
Payment Date 7	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 8	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 9	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 10	\$ 1,564,263.21	\$ 4,747,056.81	\$ 2,805,079.02	\$ 1,941,977.79	\$ 1,137,601.85	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 11	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 12	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 13	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 14	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 15	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 16	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Total	\$ 38,512,971.36	\$ 116,875,000.00	\$ 69,062,500.00	\$ 47,812,500.00	\$ 10,625,000.00	\$ 166,012,971.36	\$ 7,865,338.65	\$ 14,856,750.78	\$ 188,735,060.78	\$ 344,215,748.65

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Payment Group: A-6

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 24,062,500.00	\$ 895,639.65	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 476,051.70
Payment Date 2	\$ 9,490,463.74	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 553,442.37
Payment Date 3	\$ 7,451,526.40	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,727.30
Payment Date 4	\$ 5,680,693.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,787.13
Payment Date 5	\$ 4,478,697.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,351.45
Payment Date 6	\$ 6,311,843.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,430.39
Payment Date 7	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 8	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 9	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 10	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 11	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 12	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 13	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 14	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 15	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 16	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Total	\$ 114,738,582.88	\$ 1,497,750.34	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 6,440,803.52

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g).

Payment Group: A-6

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 3,401,845.39	\$ 10,323,552.46	\$ 6,100,281.00	\$ 4,223,271.46	\$ 224,359.67	\$ 13,949,757.52	\$ -	\$ -	\$ 13,949,757.52	\$ 72,187,500.00
Payment Date 2	\$ 3,496,985.42	\$ 10,612,273.12	\$ 6,270,888.66	\$ 4,341,384.46	\$ -	\$ 14,109,258.53	\$ 729,789.23	\$ 1,378,490.78	\$ 16,217,538.54	\$ 26,562,500.00
Payment Date 3	\$ 3,922,132.53	\$ 11,902,463.60	\$ 7,033,273.94	\$ 4,869,189.65	\$ -	\$ 15,824,596.13	\$ 818,513.59	\$ 1,546,081.23	\$ 18,189,190.95	\$ 26,562,500.00
Payment Date 4	\$ 3,246,419.49	\$ 9,851,882.74	\$ 5,821,567.07	\$ 4,030,315.67	\$ -	\$ 13,098,302.23	\$ 677,498.39	\$ 1,279,719.18	\$ 15,055,519.80	\$ 21,250,000.00
Payment Date 5	\$ 2,517,026.69	\$ 7,638,400.37	\$ 4,513,600.22	\$ 3,124,800.15	\$ -	\$ 10,155,427.07	\$ 525,280.71	\$ 992,196.90	\$ 11,672,904.68	\$ 16,549,953.50
Payment Date 6	\$ 2,106,815.97	\$ 6,393,537.22	\$ 3,777,999.27	\$ 2,615,537.96	\$ -	\$ 8,500,353.19	\$ 439,673.44	\$ 830,494.28	\$ 9,770,520.91	\$ 16,415,795.16
Payment Date 7	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 8	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 9	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 10	\$ 1,564,263.21	\$ 4,747,056.81	\$ 2,805,079.02	\$ 1,941,977.79	\$ 1,137,601.85	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 11	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 12	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 13	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 14	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 15	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 16	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Total	\$ 38,512,971.36	\$ 116,875,000.00	\$ 69,062,500.00	\$ 47,812,500.00	\$ 10,625,000.00	\$ 166,012,971.36	\$ 7,865,338.65	\$ 14,856,750.78	\$ 188,735,060.78	\$ 344,215,748.65

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Payment Group: A-7

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 24,062,500.00	\$ 895,639.65	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 476,051.70
Payment Date 2	\$ 9,490,463.74	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 553,442.37
Payment Date 3	\$ 7,451,526.40	\$ 301,055.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,727.30
Payment Date 4	\$ 5,680,693.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,787.13
Payment Date 5	\$ 4,478,697.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,351.45
Payment Date 6	\$ 6,311,843.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,430.39
Payment Date 7	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 8	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 9	\$ 5,216,091.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,150.22
Payment Date 10	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 11	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 12	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 13	\$ 4,427,083.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,187.50
Payment Date 14	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 15	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Payment Date 16	\$ 7,968,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,937.50
Total	\$ 114,738,582.88	\$ 1,497,750.34	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 6,440,803.52

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g).

Payment Group: A-7

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 3,401,845.39	\$ 10,323,552.46	\$ 6,100,281.00	\$ 4,223,271.46	\$ 224,359.67	\$ 13,949,757.52	\$ -	\$ -	\$ 13,949,757.52	\$ 72,187,500.00
Payment Date 2	\$ 3,496,985.42	\$ 10,612,273.12	\$ 6,270,888.66	\$ 4,341,384.46	\$ -	\$ 14,109,258.53	\$ 729,789.23	\$ 1,378,490.78	\$ 16,217,538.54	\$ 26,562,500.00
Payment Date 3	\$ 3,922,132.53	\$ 11,902,463.60	\$ 7,033,273.94	\$ 4,869,189.65	\$ -	\$ 15,824,596.13	\$ 818,513.59	\$ 1,546,081.23	\$ 18,189,190.95	\$ 26,562,500.00
Payment Date 4	\$ 3,246,419.49	\$ 9,851,882.74	\$ 5,821,567.07	\$ 4,030,315.67	\$ -	\$ 13,098,302.23	\$ 677,498.39	\$ 1,279,719.18	\$ 15,055,519.80	\$ 21,250,000.00
Payment Date 5	\$ 2,517,026.69	\$ 7,638,400.37	\$ 4,513,600.22	\$ 3,124,800.15	\$ -	\$ 10,155,427.07	\$ 525,280.71	\$ 992,196.90	\$ 11,672,904.68	\$ 16,549,953.50
Payment Date 6	\$ 2,106,815.97	\$ 6,393,537.22	\$ 3,777,999.27	\$ 2,615,537.96	\$ -	\$ 8,500,353.19	\$ 439,673.44	\$ 830,494.28	\$ 9,770,520.91	\$ 16,415,795.16
Payment Date 7	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 8	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 9	\$ 1,375,193.47	\$ 4,173,288.39	\$ 2,466,034.05	\$ 1,707,254.34	\$ 1,236,655.16	\$ 6,785,137.02	\$ 350,955.36	\$ 662,915.69	\$ 7,799,008.07	\$ 13,281,250.00
Payment Date 10	\$ 1,564,263.21	\$ 4,747,056.81	\$ 2,805,079.02	\$ 1,941,977.79	\$ 1,137,601.85	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 11	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 12	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 13	\$ 1,616,829.73	\$ 4,906,579.98	\$ 2,899,342.72	\$ 2,007,237.27	\$ 925,512.16	\$ 7,448,921.88	\$ 385,289.06	\$ 727,768.23	\$ 8,561,979.17	\$ 13,281,250.00
Payment Date 14	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 15	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Payment Date 16	\$ 3,093,804.36	\$ 9,388,742.85	\$ 5,547,893.50	\$ 3,840,849.35	\$ 925,512.16	\$ 13,408,059.38	\$ 693,520.31	\$ 1,309,982.81	\$ 15,411,562.50	\$ 23,906,250.00
Total	\$ 38,512,971.36	\$ 116,875,000.00	\$ 69,062,500.00	\$ 47,812,500.00	\$ 10,625,000.00	\$ 166,012,971.36	\$ 7,865,338.65	\$ 14,856,750.78	\$ 188,735,060.78	\$ 344,215,748.65

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

Payment Group: A-8

	A	B	C	D	E	F	G	H
Payment	Estate Payments	Public Schools Direct Payments	Hospitals Direct Payments	Third Party Payor Direct Payments	ER Physicians Direct Payments	NAS Private Injury Direct Payments	Non-NAS Private Injury Direct Payments	Tribal Direct Payments
Payment Date 1	\$ 61,000,000.00	\$ 895,639.65	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 2,913,926.70
Payment Date 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 5	\$ 6,956,358.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 459,119.66
Payment Date 6	\$ 7,269,394.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 479,780.05
Payment Date 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 75,225,753.14	\$ 895,639.65	\$ 9,255,188.92	\$ 13,871,169.92	\$ 204,115.93	\$ 1,335,459.72	\$ 8,137,616.65	\$ 3,852,826.41

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g).

Payment Group: A-8

	I	J	K = 1.3/2.2 * J	L = 0.9/2.2 * J	M	N = I + J + M	O	P	Q = N + O + P	A through H + Q
Payment	Maximum Base Payments	Maximum Incentive Payment A	Maximum Incentive Payment B	Maximum Incentive Payment C	Maximum Incentive Payment D	Maximum Annual Remediation Payment	State Direct Expenses Payment	Local Government Costs and Expenses Payment	Maximum Payment Governmental Entity & Shareholder Direct Settlement Agreement	Total Estate and Direct Payments
Payment Date 1	\$ 85,386,882.52	\$ -	\$ -	\$ -	\$ -	\$ 85,386,882.52	\$ -	\$ -	\$ 85,386,882.52	\$ 183,000,000.00
Payment Date 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 5	\$ 11,704,629.69	\$ -	\$ -	\$ -	\$ -	\$ 11,704,629.69	\$ 605,411.88	\$ 1,143,555.77	\$ 13,453,597.35	\$ 20,869,075.51
Payment Date 6	\$ 12,231,338.03	\$ -	\$ -	\$ -	\$ -	\$ 12,231,338.03	\$ 632,655.42	\$ 1,195,015.78	\$ 14,059,009.23	\$ 21,808,183.91
Payment Date 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Date 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 109,322,850.24	\$ -	\$ -	\$ -	\$ -	\$ 109,322,850.24	\$ 1,238,067.30	\$ 2,338,571.56	\$ 112,899,489.09	\$ 225,677,259.42

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement, subject to Section 2.01(g) and/or Article 9 of the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA").

Note: With respect to amounts scheduled in connection with the GESA, all figures are the maximum possible payment amounts. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments. Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D without deductions.

EXHIBIT N¹

**RELEASED CLAIMS RESERVES AND SPECIAL OPERATING RESERVE
MECHANICS**

Section 1

Defined Terms

Capitalized terms used but not defined in these Exhibits have the meanings set forth in the Agreement. Unless otherwise noted, section references used herein refer sections in this Exhibit N.

“A-Side SOR Eligible Payment Groups” means, as of any date of determination, eight (8) less the number of A-Side Payment Groups for which a Specified Breach has occurred and is continuing as of such date.

“A-Side SOR Priority Fraction” means, as of any date of determination, the fraction with a numerator equal to 3.75% multiplied by the A-Side SOR Eligible Payment Groups as of such date and a denominator equal to (a) 35% multiplied by the B-Side SOR Eligible Payment Groups as of such date plus (b) 3.75% multiplied by the A-Side SOR Eligible Payment Groups as of such date.

“A-Side SOR Priority Limit” means, as of any date of determination, the amount determined as follows: (a) \$60 million; plus (b) the sum of amounts determined for each Replenishment Transfer is made on or prior to such date of determination: (i) the amount of such Replenishment Transfer, multiplied by (ii) the A-Side SOR Priority Fraction as of the date of such Replenishment Transfer; less (c) the sum of amounts determined for each Sweep Amount transfer is made on or prior to such date of determination: (i) the Sweep Amount, multiplied by (ii) the A-Side SOR Priority Fraction as of the date of such Sweep Amount transfer; less (d) the sum of amounts determined for each release of funds to the MDT from the Special Operating Reserve pursuant to Section 4 on or prior to such date of determination: (i) the amount of funds released, multiplied by (ii) the A-Side SOR Priority Fraction as of the date of such release.

“Acceleration Remedy” means the remedies MDT may exercise in Section 9.02(a)(ii)(A) of the Agreement.

“Appeal Bond Costs” are defined in the Agreement’s definition of “Litigation Costs.”

“Available Retained Payment Amount” means, as of any date of determination and for a given Payment Group, an amount (which may be positive or negative) equal to: (a) such Payment Group’s total Retained Payment Amounts as of such date, plus (b) total amounts returned to such

¹ The parties contemplate that certain of the reserves described in this Exhibit N may be structured as grantor trusts funded by PRA LP and controlled by the MDT or certain creditor trusts. The parties will work together in good faith to reflect the foregoing in this Exhibit N and the Definitive Documents to the extent ultimately agreed.

Payment Group from any escrow account or a segregated account in connection with a Settlement Agreement (including a resolved dispute), plus (c) total amounts released to such Payment Group as of immediately prior to such date from the Released Claims Reserve as an RCR Litigation Cost Advance, plus (d) total amounts released to such Payment Group as of immediately prior to such date from the Special Operating Reserve as an SOR Litigation Cost Advance, less (e) such Payment Group's Total Litigation Costs as of such date, less (f) total amounts paid by or on behalf of such Payment Group as of immediately prior to such date to the Released Claims Reserve and the Special Operating Reserve as a Payment Group RCR Top-Off Payment or a Payment Group SOR Top-Off Payment.

"B-Side SOR Eligible Payment Groups" means, as of any date of determination, two (2) less the number of B-Side Payment Groups for which a Specified Breach has occurred and is continuing as of such date.

"B-Side SOR Priority Fraction" means, as of any date of determination, the fraction with a numerator equal to 35% multiplied by the B-Side SOR Eligible Payment Groups as of such date and a denominator equal to (a) 35% multiplied by the B-Side SOR Eligible Payment Groups as of such date plus (b) 3.75% multiplied by the A-Side SOR Eligible Payment Groups as of such date.

"B-Side SOR Priority Limit" means, as of any date of determination, the amount determined as follows: (a) \$140 million; plus (b) the sum of amounts determined for each Replenishment Transfer is made on or prior to such date of determination: (i) the amount of such Replenishment Transfer, multiplied by (ii) the B-Side SOR Priority Fraction as of the date of such Replenishment Transfer; less (c) the sum of amounts determined for each Sweep Amount transfer is made on or prior to such date of determination: (i) the Sweep Amount, multiplied by (ii) the B-Side SOR Priority Fraction as of the date of such Sweep Amount transfer; less (d) the sum of amounts determined for each release of funds to the MDT from the Special Operating Reserve pursuant to Section 4 on or prior to such date of determination: (i) the amount of funds released, multiplied by (ii) the B-Side SOR Priority Fraction as of the date of such release.

"Capped Payment Group" has the meaning set forth in Section 2(e).

"First Reversion Date" has the meaning set forth in Section 4.

"Interim Litigation Cost Advance Request" has the meaning set forth in Section 7(b)(ii)(A).

"Legal Expense Monitor" means [●], and any other entity mutually selected (i) prior to the Plan Effective Date, by the Sackler Parties' Representative, the Governmental Consent Parties and the Creditors' Committee, and (ii) following the Plan Effective Date, by the Sackler Parties' Representative and the MDT, which approval shall, in each case, not be unreasonably withheld, conditioned or delayed.

"Litigation Cost Advance Notice" has the meaning set forth in Section 7(a)(iii)(A).

"Litigation Cost Report" has the meaning set forth in Section 7(b)(i)(A).

“Litigation Cost Shortfall” means, as of any date of determination and for a given Payment Group, the extent, if any, that such Payment Group’s Available Retained Payment Amount is less than zero. A Litigation Cost Shortfall shall be expressed as a positive number.

“Payment Group” has the same meaning as defined in the Agreement’s definition of “Payment Group”.

“Payment Group RCR Top-Off Amount” has the meaning set forth in Section 3(a)(ii).

“Payment Group RCR Top-Off Payment” has the meaning set forth in Section 3(a)(ii).

“Payment Group SOR Top-Off Amount” has the meaning set forth in Section 3(a)(i).

“Payment Group SOR Top-Off Payment” has the meaning set forth in Section 3(a)(i).

“Private Claimants’ Priority Reversion” has the meaning set forth in Section 4(d).

“RCR Account Balance” has the meaning set forth in Section 5(j)(i).

“RCR Litigation Cost Advance” has the meaning set forth in Section 2(a)(i).

“RCR to SOR Balance Transfer” has the meaning set forth in Section 5(j)(i).

“Recovered RCR Bond Advance” has the meaning set forth in Section 3(a)(iii).

“Recovered SOR Bond Advance” has the meaning set forth in Section 3(a)(iv).

“Reimbursement Date” has the meaning set forth in Section 7(a)(iii)(A).

“Remaining SOR Replenishment Amount” means, as of any date of determination, (i) the SOR Replenishment Cap, minus (ii) the SOR Net Funded Amount.

“Replenishment Transfer” has the meaning set forth in Section 3(b).

“Reversion Funds” has the meaning set forth in Section 2(e).

“Reversion Notice” has the meaning set forth in Section 7(a)(iv).

“SOR Litigation Cost Advance” has the meaning set forth in Section 2(a)(ii).

“SOR Litigation Cost Funding Balance” has the meaning set forth in Section 5(j)(ii).

“SOR Net Funded Amount” means, as of any date of determination, (i) the \$200 million funded into the Special Operating Reserve on the Settlement Effective Date pursuant to Section 5.02(a) of the Agreement, plus (ii) total Replenishment Transfers (if any) as of immediately prior to such date, less (iii) total Sweep Amounts (if any) as of immediately prior to such date, less (iv) total amounts released to the MDT from the Special Operating Reserve pursuant to Section 4 (if any) as of immediately prior to such date.

“SOR Replenishment Cap” means as of the date of determination (a) \$800 million less (b) for each B-Side Payment Group for which a Specified Breach has occurred and is continuing an amount equal to the B-Side SOR Priority Fraction divided by the B-Side SOR Eligible Payment Groups multiplied by the Remaining SOR Replenishment Amount, in each case as of immediately prior to such Specified Breach less (c) for each A-Side Payment Group for which a Specified Breach has occurred and is continuing an amount equal to the A-Side SOR Priority Fraction divided by the A-Side SOR Eligible Payment Groups multiplied by the Remaining SOR Replenishment Amount, in each case as of immediately prior to such Specified Breach.

“SOR to RCR Balance Transfer” has the meaning set forth in Section 5(j)(ii).

“Suspension Event” has the meaning set forth in Section 4(b).

“Sweep Amount” has the meaning set forth in Section 3(c).

“Unreimbursed Litigation Cost” means a Litigation Cost that is eligible to be reimbursed, but has not been previously reimbursed, by an RCR Litigation Cost Advance or an SOR Litigation Cost Advance.

Section 2

Payment Group RCR and SOR Access Rights

(a) *Quarterly Advances.* On each Payment Date (and after giving effect to any applicable Replenishment Transfer, Payment Group SOR Top-Off Payment, or Payment Group RCR Top-Off Payment on such Payment Date) and no later than two (2) Business Days following each calendar date that is three (3) months, six (6) months and nine (9) months thereafter, the MDT shall cause the following reimbursements to be made to each Payment Group (other than any Payment Group (x) for which a Specified Breach has occurred and is continuing or (y) against which the Payment Remedy has been exercised):

(i) *First*, in the event and to the extent such Payment Group has Unreimbursed Litigation Costs related to a given Plan Class, the MDT, as administrative agent, shall cause the corresponding Released Claims Reserve to reimburse such Payment Group solely from the corresponding Released Claims Reserve funded by holdbacks from distributions otherwise payable to that Plan Class; *provided* that no funds shall be released from a Released Claims Reserve funded by a Plan Class if the trustee or other governing body of the corresponding Creditor Trust has disputed such release in accordance with Section 2(f). Subject to the limitations set forth in Section 2(c), the reimbursement shall equal the lesser of (i) the portion of such Released Claims Reserve's balance funded by such Plan Class and (ii) such Payment Group's Litigation Cost Shortfall with respect to the Plan Class. A Payment Group's total reimbursements for all Plan Classes under this Section 2(a)(i) are collectively referred to as an "RCR Litigation Cost Advance".

(ii) *Second*, in the event and to the extent (A) the Payment Group's Litigation Cost Shortfall exceeds the RCR Litigation Cost Advance it received pursuant to Section 2(a)(i) and (B) there are funds in the Special Operating Reserve, the MDT shall cause the Special Operating Reserve to reimburse the Payment Group. Subject to the limitations set forth in Section 2(d), the reimbursement shall equal the lesser of (A) the available funds in the Special Operating Reserve and (B) the Payment Group's remaining Litigation Cost Shortfall after deducting its RCR Litigation Cost Advance on such Payment Date (such reimbursement, an "SOR Litigation Cost Advance").

(b) *More Frequent Advances.* Subject to Section 2(f), if at any time the Sackler Parties' Representative informs the MDT pursuant to Section 7(b)(ii) that the total Litigation Cost Shortfall of all Payment Groups (other than any Payment Group for which a Specified Breach has occurred and is continuing) exceeds \$10 million in aggregate, each Payment Group (other than any Payment Group (x) that has committed a Specified Breach or (y) against which the Acceleration Remedy has been exercised) will receive the reimbursements specified in Section 2(a) within ten (10) Business Days of the notice date (instead of quarterly), *provided*, that reimbursements under this Section 2(b) shall occur no more frequently than once in any thirty (30) calendar day period.

(c) *Released Claims Reserves Limitations.* Subject to Section 2(e),

(i) At any given time, the A-Side Payment Groups' total RCR Litigation Cost Advances for a given Plan Class shall not exceed 42.5% of the total amount released into the Released Claims Reserve related to such Plan Class as of that date.

(ii) At any given time, the B-Side Payment Groups' total RCR Litigation Cost Advances for a given Plan Class shall not exceed 57.5% of the total amount released into the Released Claims Reserve related to such Plan Class as of that date.

(d) *Special Operating Reserve Limitations.*

(i) Subject to Section 2(e)(ii), at any given time, the A-Side Payment Groups' total SOR Litigation Cost Advances less their total Payment Group SOR Top-Off Payments shall not exceed the A-Side SOR Priority Limit.

(ii) The B-Side Payment Groups' total SOR Litigation Cost Advances less their total Payment Group SOR Top-Off Payments shall not exceed the B-Side SOR Priority Limit.

(iii) For the avoidance of doubt, at any given time, the A-Side SOR Priority Limit, plus the B-Side SOR Priority Limit shall equal the SOR Net Funded Amount.

(iv) The total RCR Litigation Cost Advances and SOR Litigation Cost Advances of A-Side Payment Group 8 shall not exceed \$30 million in aggregate.

(e) *Releases Prior to Reversions.* If a Payment Group (other than A-Side Payment Group 8 or any Payment Group that has committed a Specified Breach) has Unreimbursed Litigation Costs as of the date that is ten (10) Business Days prior to the date on which any funds in a Released Claims Reserve revert to the applicable Creditor Trust, or in the Special Operating Reserve revert to the MDT pursuant to Section 4 (such reverting funds, "Reversion Funds"), then the following shall occur with respect to such Payment Group (each, a "Capped Payment Group"):

(i) *First*, in the event and to the extent the Capped Payment Group has Unreimbursed Litigation Costs related to a Plan Class and the Reversion Funds consist of Released Claims Reserve money attributed to that Plan Class, subject to Section 2(f), such portion of such Reversion Funds will be transferred from the Released Claims Reserve to the Capped Payment Group as an RCR Litigation Cost Advance. If there are multiple Capped Payment Groups that have Unreimbursed Litigation Costs related to the same Plan Class, they will divide these Reversion Funds pro rata based on their respective Unreimbursed Litigation Costs.

(ii) *Second*, in the event and to the extent the Capped Payment Group that is an A-Side Payment Group still has Unreimbursed Litigation Costs after applying Section 2(e)(i), Reversion Funds will be transferred from the Special Operating Reserve to such Capped Payment Group as an SOR Litigation Cost Advance; *provided*, that the aggregate maximum reversion to the A-Side Payment Groups from the Special Operating Reserve pursuant to this Section 2(e)(ii) shall not exceed \$100 million. If there are multiple Capped Payment Groups that are (net of Payment Group SOR Top Off Payments) A-Side Payment Groups with Unreimbursed Litigation Costs after applying Section 2(e)(i), they will divide

these Reversion Funds *pro rata* based on their respective remaining Unreimbursed Litigation Costs.

(iii) *Third*, once there are no Unreimbursed Litigation Costs of any Payment Group, then any remaining Reversion Funds will be transferred to the MDT in accordance with Section 4.

(f) *Released Claims Reserves Consent Solicitation Procedures.*

(i) To extent that (A) there are Unreimbursed Litigation Costs related to a given Plan Class based on the most recent Litigation Cost Report delivered pursuant to Section 7(b)(i) and (B) the corresponding Released Claims Reserve has a positive balance as of such date, then ten (10) Business Days in advance of the calendar dates referenced in Section 2(a), the MDT shall provide notice to the trustee or other governing body of the corresponding Creditor Trust of the MDT's intent to access such Released Claims Reserve. If within five (5) Business Days of delivery of such notice, such trustee or other governing body of the corresponding Creditor Trust provides a dispute notice to the MDT that such party disputes the proposed access which shall include a detailed description as to the reason of such dispute, such amounts will not be withdrawn from such Released Claims Reserve and shall instead be withdrawn from the Special Operating Reserve, pending resolution of such dispute. If a dispute arises, the Creditor Trust, the MDT and the Sackler Parties' Representative shall engage in good-faith discussions to resolve the issue as promptly as reasonably possible. If the dispute remains unresolved after five (5) Business Days, it shall be submitted to fast track arbitration for final resolution pursuant to Section 11.13 of the Agreement. If no dispute notice is delivered in accordance with this Section 2(f)(i), the parties are deemed to have provided consent and such amounts may be withdrawn consistent with Section 2(a).

(ii) To extent that (A) there are Unreimbursed Litigation Costs related to a given Plan Class based on the most recent Litigation Cost Report delivered pursuant to Section 7(b)(i) and (B) the corresponding Released Claims Reserve has a positive balance as of such date, then upon receipt of a request in accordance with Section 2(b) or prior to taking an action contemplated by Section 2(e), the MDT shall provide notice to the trustee or other governing body of the corresponding Creditor Trust of the MDT's intent to access such Released Claims Reserve. If within five (5) Business Days of delivery of such notice, such trustee or other governing body of the corresponding Creditor Trust provides a dispute notice to the MDT that such party disputes the proposed access which shall include a detailed description as to the reason of such dispute, such amounts will not be withdrawn from such Released Claims Reserve and shall instead be withdrawn from the Special Operating Reserve, pending resolution of such dispute. If a dispute arises, the Creditor Trust, the MDT and the Sackler Parties' Representative shall engage in good-faith discussions to resolve the issue as promptly as reasonably possible. If the dispute remains unresolved after five (5) Business Days, it shall be submitted to fast track arbitration for final resolution pursuant to Section 11.13 of the Agreement. If no dispute notice is received within five (5) Business Days of delivery of the MDT notice in accordance with this Section 2(f)(ii), the parties are deemed to have provided consent and, such amounts may be withdrawn consistent with Section 2(a).

Section 3

Funding of RCR and SOR after Settlement Effective Date

(a) *Reimbursement of Released Claims Reserves and Special Operating Reserve by Payment Groups.* Subject to the terms and conditions set forth herein, each Payment Party agrees, on a joint and several basis with the other Payment Parties within its Payment Group on the terms and subject to the limitations set forth herein, but on a several and not joint basis as among Payment Groups, to pay or cause to be paid the following reimbursements (if any) to the MDT on each Payment Date in accordance with the below, which reimbursements shall be in addition to (and not reduce) the Payment Group's Estate Payment and other Settlement Payments due on such Payment Date.

(i) First, to the extent that a Payment Group's total SOR Litigation Cost Advances as of the date that is thirty (30) calendar days prior to such Payment Date exceed its total Payment Group SOR Top-Off Payments as of such date (such excess, the "Payment Group SOR Top-Off Amount"), the Payment Group shall reimburse the Special Operating Reserve on such Payment Date. The reimbursement amount shall be equal to the lesser of (A) the Payment Group's Retained Payment Amount, if any, on such Payment Date and (B) the Payment Group SOR Top-Off Amount, if any, on such Payment Date (each such payment, a "Payment Group SOR Top-Off Payment");

(ii) Second, to the extent that a Payment Group's total RCR Litigation Cost Advances as of the date that is thirty (30) calendar days prior to such Payment Date exceed its total Payment Group RCR Top-Off Payments as of such date (such excess, the "Payment Group RCR Top-Off Amount"), the Payment Group shall reimburse the Released Claims Reserve on such Payment Date. The reimbursement amount shall be equal to the lesser of (A) the Payment Group's Retained Payment Amount, if any, on such Payment Date minus the amount paid to the Special Operating Reserve pursuant to Section 3(a)(i) above (not less than zero) and (B) the Payment Group RCR Top-Off Amount, if any, on such Payment Date (each such payment, a "Payment Group RCR Top-Off Payment"). Each Payment Group RCR Top-Off Payment shall be allocated among the Plan Classes proportionally based on the extent to which (A) the total RCR Litigation Cost Advances made to such Payment Group with respect to a Plan Class exceeds (B) the total prior Payment Group RCR Top-Off Payments made by such Payment Group with respect to the Plan Class;

(iii) Third, if at any time a Payment Group has received an RCR Litigation Cost Advance in respect of Appeal Bond Costs and any of such RCR Litigation Cost Advance has been recovered by such Payment Group (such recovered amount, an "Recovered RCR Bond Advance"), such Payment Group shall reimburse the Released Claims Reserve, within five (5) Business Days of the date of such recovery, in an amount equal to the lesser of (A) such Recovered RCR Bond Advance and (B) the excess, if any, calculated as of the fifth (5th) Business Day prior to such reimbursement, of (x) such Payment Group's total RCR Litigation Cost Advances over (y) such Payment Group's total Payment Group RCR Top-Off Payments; and

Section 3 - Funding of RCR and SOR after Settlement Effective Date.

(iv) Fourth, if at any time a Payment Group has received an SOR Litigation Cost Advance in respect of Appeal Bond Costs and any of such SOR Litigation Cost Advance has been recovered by such Payment Group (such recovered amount, an “Recovered SOR Bond Advance”), such Payment Group shall reimburse the Special Operating Reserve, within five (5) Business Days of the date of such recovery, in an amount equal to the lesser of (A) such Recovered SOR Bond Advance and (B) the excess, if any, calculated as of the tenth (10th) Business Day prior to such reimbursement, of (x) such Payment Group’s total SOR Litigation Cost Advances over (y) such Payment Group’s total Payment Group SOR Top-Off Payments.

(v) The total amount of any Payment Group RCR Top-Off Payment or Payment Group SOR Top-Off Payment made by a Crossover Member shall be deemed to have been made in equal proportions by each Payment Group of which such Crossover Member is a member.

(b) *Replenishment Transfers (MDT to Special Operating Reserve).* If, as of any Payment Date (other than the Settlement Effective Date), the Special Operating Reserve’s balance (after giving effect to all Payment Group SOR Top-Off Payments payable on such Payment Date and, in the case of the ninth (9th) Payment Date, after any reversion of the Private Claimants’ Priority Reversion to the Creditor Trusts for the Private Claimants (as defined in the Agreement)) is less than \$300 million, then the MDT shall use all Estate Payments paid by or on behalf of the Payment Parties to the MDT on such Payment Date and thereafter to return the balance of the Special Operating Reserve to \$300 million (each such transfer, a “Replenishment Transfer”); *provided that* the MDT shall not be required to (i) make Replenishment Transfers after (and so long as) the Remaining SOR Replenishment Amount equals zero or (ii) make any Replenishment Transfers following the First Reversion Date subject to Section 4. All obligations to make timely Replenishment Transfers in full shall always be senior to (and take priority over) all other obligations of the MDT.

(c) *Sweeps (Special Operating Reserve to MDT).* If on any Payment Date, after giving effect to all SOR Litigation Cost Advances, Payment Group SOR Top-Off Payments and Replenishment Transfers owed on such Payment Date, the Special Operating Reserve balance exceeds \$300 million, the MDT may transfer the excess amount to the MDT for the benefit of the Governmental Remediation Trust and Tribe Trust (such excess amount, a “Sweep Amount”), subject to the requirement to make Replenishment Transfers to the extent required by Section 3(b).

Section 4

Reversion of Reserves

Upon the later of (i) the sixth (6th) Payment Date and (ii) the date no Material Litigation is or has been pending for the prior thirty (30) days (the “First Reversion Date”), (A) one third (1/3) of the balance of each of the Special Operating Reserve and Released Claims Reserves will be released to the MDT or the applicable Creditor Trust, respectively, after completion of all requirements set forth in Section 2, Section 3 and this Section 4 and (B) Replenishment Transfers shall cease. For the avoidance of doubt, Material Litigation shall continue to “exist” during the pendency of any appeal concerning Material Litigation.

(a) Unless and until Material Litigation is commenced or continued prior to any of the times set forth below against any Shareholder Released Party after the First Reversion Date, then:

(i) Upon the first anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, fifty percent (50%) of each of the remaining balance of the Released Claims Reserves and Special Operating Reserves will be released to the applicable Creditor Trust or the MDT, respectively;

(ii) Upon the second anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, fifty percent (50%) of each of the remaining balance of the Released Claims Reserves will be released to the applicable Creditor Trust or the MDT, respectively; and

(iii) Thereafter, upon the date when no litigation is or has been pending for the prior thirty (30) days, the remaining balance of each of the Released Claims Reserves and Special Operating Reserve will be released to the applicable Creditor Trust or the MDT, respectively.

All reversions from the Released Claims Reserves shall be distributed pro rata to the Plan Classes in proportion to their respective contributions to the Released Claims Reserves, less each Plan Class’s share of Litigation Costs covered by the Released Claims Reserves.

(b) If, for any reason, Material Litigation is commenced or continued prior to any of the times set forth in subclauses (iii) through (vi) below against any Shareholder Released Party (a “Suspension Event”), then:

(i) All releases from the Released Claims Reserves and Special Operating Reserve described in Section 4(b) shall cease, and

(ii) If the Material Litigation is of the type referenced in clause (1)(a) of the definition of “Material Litigation” (i.e., any litigation by a Material Litigant against Shareholder Released Parties regarding Covered Conduct) or clause (2) thereof (500 or more separate lawsuits (i.e., not aggregated and not in a class) pending against Shareholder Released Parties concerning Covered Conduct being pursued by non-Material Litigants), the MDT shall resume Replenishment Transfers pursuant to Section 3(b).

(iii) Following a Suspension Event, a new First Reversion Date shall only occur when no Material Litigation is or has been pending for thirty (30) days, as shall be reported by the Sackler Parties' Representative to the MDT in accordance with Section 7(b)(v)(B). On such date or as soon as reasonably practicable thereafter, one third (1/3) of the balance of each of the Special Operating Reserve will be released to the MDT and Released Claims Reserves will be released to the applicable Creditor Trust according to Section 4(d), after completion of all requirements set forth in Section 2, Section 3 and this Section 4 and Replenishment Transfers shall cease. Thereafter:

(iv) Upon the first anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, one half (1/2) of the remaining balance of each of the Special Operating Reserve will be released to the MDT and Released Claims Reserves will be released to the applicable Creditor Trust; and

(v) Upon the second anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, one half (1/2) of the remaining balance of each of the Special Operating Reserve will be released to the MDT and Released Claims Reserves will be released to the applicable Creditor Trust.

(vi) Thereafter, upon the date when no litigation against any of the Shareholder Released Parties with respect to Covered Conduct is or has been pending for the prior thirty (30) days, the remaining balance of each of the Special Operating Reserve will be released to the MDT and Released Claims Reserves will be released to the applicable Creditor Trust;

provided, that if money remains in the Released Claims Reserves or the Special Operating Reserve after the twelfth (12th) Payment Date, then:

(i) All remaining funds in the Released Claims Reserves will be released to the applicable Creditor Trust no later than thirty (30) days after the first date that no Material Litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending.

(ii) All but \$25 million of the remaining funds in the Special Operating Reserve will be released to the MDT for the benefit of the applicable Creditor Trust(s) no later than six (6) months after the first date that no Material Litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending; and all funds remaining in the Special Operating Reserve from the \$25 million described in clause (ii) of this proviso will be released to the applicable Creditor Trust no later than six (6) months after the first date that no litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending.

(c) The Payment Parties shall use reasonable efforts to advance any pending litigation against them concerning Covered Conduct to final, non-appealable judgment, including prosecuting a Threshold Motion, without prejudice to their defenses or their right to assert good faith defenses.

(d) MDT shall first allocate all Reversion Funds from the Special Operating Reserve to the Private Creditor Trusts until they have received a cumulative amount of such Reversion

Funds equal to the Private Claimants' Priority Reversion. The "Private Claimants' Priority Reversion" means, on any date of determination, an amount equal to \$19.8 million less the total Litigation Costs paid from the Special Operating Reserve for claims pursued by any Non-Settling Private Claimant as of that date.

(e) If by the ninth (9th) Payment Date the MDT has not made allocations to the Private Creditor Trusts pursuant to Section 4(d) in an amount equal to the Private Claimants' Priority Reversion, then the Special Operating Reserve shall release funds to the MDT for distribution to the Private Creditor Trusts on the ninth (9th) Payment Date in an amount equal to the shortfall. Upon a release from the Special Operating Reserve to the MDT pursuant to Section 4(a)(iii) or Section 4(b)(iii), the MDT will allocate \$200,000 immediately prior to such release to the Private Creditor Trusts.

(f) The MDT shall distribute all Reversion Funds to the applicable Creditor Trusts in accordance with the Plan.

Section 5

Miscellaneous RCR and SOR Provisions

(a) *Offsets.*

(i) On any Payment Date, if a Payment Group owes a Payment Group SOR Top-Off Amount and is also owed an SOR Litigation Cost Advance, or if a Payment Group owes a Payment Group RCR Top-Off Amount and is also owed an RCR Litigation Cost Advance, in each case, these amounts will be offset to result in a single net payment obligation to or from the Special Operating Reserve or Released Claims Reserves, as applicable; *provided, however*, that the Payment Group RCR Top-Off Payments and RCR Litigation Cost Advances of one Plan Class may not be offset against the Payment Group RCR Top-Off Payments or RCR Litigation Cost Advances of another Plan Class, as applicable; *provided, further, however*, that offsets shall not be permitted as between amounts owed or owing in respect of Payment Group RCR Top-Off Payments and RCR Litigation Cost Advances associated with a Released Claims Reserve, on the one hand, and Payment Group SOR Top-Off Payments and SOR Litigation Cost Advances concerning the Special Operating Reserve, on the other hand.

(ii) On any Payment Date, if a Payment Group is owed an SOR Litigation Cost Advance or RCR Litigation Cost Advance, the Estate Payments owed by that Payment Group on the Payment Date may, at the election of the Sackler Parties' Representative, be offset to produce a single net payment obligation to or from the Released Claims Reserves or Special Operating Reserve, as applicable.

(iii) Offset amounts shall be deemed received or deemed paid, as the context requires, for purposes of the calculations set forth in the Agreement.

(b) *Instructions.* All transfers from the Special Operating Reserve or Released Claims Reserves to a Payment Group under this Exhibit N shall be made at the direction of the Sackler Parties' Representative. The Sackler Parties' Representative shall designate the recipient Payment Party (or Payment Parties) and the amount to be transferred, subject to the limitations in Section 2.

(c) *Professionals' Fees Review.* Professionals' fees (including attorneys' fees) to be classified as Litigation Costs shall be subject to a reasonableness review conducted by the Legal Expense Monitor. Such invoices must be submitted for approval, which shall be granted or denied promptly (in whole or in part), and in any case, within ten (10) Business Days of the date of submission. Upon approval in whole or part, such approved fees shall be deemed Litigation Costs. Any disputes arising under this provision shall be limited solely to the reasonableness of the fees and shall not extend to broader issues such as overall legal strategy. All such disputes shall be resolved by fast track arbitration for final resolution pursuant to Section 11.13 of the Agreement.

(d) *Specified Breaches.* Notwithstanding anything in the Agreement to the contrary, if a Specified Breach has occurred and is continuing against a Breaching Party:

(i) The Breaching Party (including its Payment Group) shall remain obligated to fund its Payment Group RCR Top-Off Payments and Payment Group SOR Top-Off Payments as they arise; and

(ii) The MDT shall provide the Sackler Parties' Representative with periodic updates regarding the amount of the Payment Group's Estate Payments collected through the MDT's exercise of its remedies against the Breaching Party;

(iii) The Breaching Party and its Payment Group (to the extent such Specified Breach applies to its Payment Group), subject to Section 9.02(c) of the Agreement, shall forfeit all rights pursuant to Section 2 with respect to the Released Claims Reserves and Special Operating Reserve.

(e) *Interest on SOR Funds.* Notwithstanding the foregoing, or anything to the contrary herein, any interest earned on funds in the Special Operating Reserve shall be the property of the MDT. The MDT may cause such earned interest to be released from the Special Operating Reserve to its general account at its discretion, including through regular payments or distributions and to pay any tax liabilities associated therewith. In furtherance of the foregoing, if, as of any time that advances or other amounts are sought from the Special Operating Reserve pursuant to this Exhibit N, (x) the Special Operating Reserve contains interest earned that has not yet been distributed to the MDT, and (y) the payment in full of such advance would require applying such interest, the amount of such advance shall be reduced to extent necessary to cause the Special Operating Reserve to retain such interest in full.

(f) *Status of Funds.* The MDT agrees that all funds, securities, and assets deposited into the Released Claims Reserves, which are established by each Creditor Trust and the Plan Administration Trust, in each case, with the MDT serving as administrative agent, and Special Operating Reserve shall be held solely for the benefit of the parties as described in the Agreement, including Exhibit N. The parties intend that the assets held in the Released Claims Reserves and the Special Operating Reserve shall remain separate from the MDT's liabilities and shall not be commingled with the MDT's assets or those of any other person; *provided, however*, that any tax liability of MDT or its beneficiaries associated with the Released Claims Reserves or the Special Operating Reserve, if any, shall be paid from such reserves. The MDT shall not use assets in the Released Claims Reserves or the Special Operating Reserve for its own purposes, including to satisfy its debts or obligations or to pledge as collateral, other than, in each case, interest as described in Section 5(e). Any unauthorized use of the assets included in the Released Claims Reserves or the Special Operating Reserve by the MDT shall constitute a material breach of the Agreement; *provided, however*, that notwithstanding any such breach, no Sackler Party or Assuring Party shall be excused from its respective obligations under the Agreement, any other Settlement Agreements, the Collateral Documents or any other Definitive Documents, all of which shall remain in full force and effect as if no such breach occurred. The sole and exclusive remedy for such breach shall be money damages in the amount of the proceeds so used in violation of Section 5(f).

(g) *Allocation.* Notwithstanding anything to the contrary herein or otherwise, (i) SOR Net Funded Amount that would otherwise be allocated to the Settling States, Subdivisions and Tribes shall not exceed \$780 million plus the amount that reverts to the Private Creditor Trusts in

accordance with Section 4(e) and (ii) the SOR Net Funded Amount that would otherwise be allocated to the Private Creditor Trusts shall not exceed \$20 million.

(h) *Confirmation of Cap.* For the avoidance of doubt, under no circumstances shall the Special Operating Reserve ever exceed or be, or have been, funded in any net amount that is in excess of \$800 million in the aggregate at any time, or from time to time.²

(i) *Existence of Liens.* For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, the existence of liens granted pursuant to the Collateral Documents in connection with the Agreement shall not serve as an impediment to access by a member of a Payment Group to amounts from any Released Claims Reserve or the Special Operating Reserve for amounts that would qualify as Litigation Costs in the absence of such liens.

(j) *SOR/RCR Adjustments.*

(i) If at any time the SOR Litigation Cost Funding Balance is greater than zero, then the Released Claims Reserves will transfer to the Special Operating Reserve an amount determined for each Plan Class equal to the lesser of (A) the SOR Litigation Cost Funding Balance and (B) the RCR Account Balance for such Plan Class (such transfer, a “RCR to SOR Balance Transfer”). “RCR Account Balance” means, as of any date of determination and for a given Plan Class, an amount equal to (A) total amounts released to the Released Claims Reserves related to such Plan Class as of such date, plus (B) total Payment Group RCR Top-Off Payments allocated to such Plan Class as of such date, plus (C) total SOR to RCR Balance Transfers made for the benefit of such Plan Class as of immediately prior to such date, less (D) total RCR Litigation Cost Advances made related to such Plan Class as of such date, less (E) total Reversion Funds received by such Plan Class as of immediately prior to such date on behalf of such Plan Class, less (F) total RCR to SOR Balance Transfers made on behalf of such Plan Class as of immediately prior to such date.

(ii) If at any time the SOR Litigation Cost Funding Balance is less than zero, then the Special Operating Reserve will transfer to the Released Claims Reserves an amount equal to the amount that the SOR Litigation Cost Funding Balance is less than zero (such transfer, an “SOR to RCR Balance Transfer”). “SOR Litigation Cost Funding Balance” means, as of any date of determination, an amount (which may be positive or negative) equal to (A) total SOR Litigation Cost Advances, plus (B) total RCR to SOR Balance Transfers as of immediately prior to such date, less (C) total Payment Group SOR Top-Off Payments, less (D) SOR to RCR Balance Transfers as of immediately prior to such date. Such SOR to RCR Balance Transfer shall be allocated among the Plan Classes in

² KL NTD: Under review. [Note to KL: It needs to be a “net amount” of \$800 million. Otherwise, it is a change to the business deal.] [Note to Milbank: To discuss what is deducted for the “net” calculation?] [Response: The Special Operating Reserve could be funded up to a target level, then drawn down and replenished multiple times during the SOR’s life. Although the balance in the SOR never exceeds the target amount at any given time (which serves as the “high water mark”), the total amount contributed over time (i.e., gross funding) may be higher. This is due to the repeated cycles of drawdowns and replenishments. For example, if funds revert to the MDT and a Suspension Event occurs, the SOR would be replenished again. As a result, while gross funding reflects the total contributions made to the reserve, the net funding — meaning the amount funded minus any amounts reverted — remains lower.]

proportion to an amount determined for each Plan Class equal to (1) total RCR Litigation Cost Advances of such a Plan Class, plus (2) total RCR to SOR Balance Transfers made on behalf of such Plan Class, less (3) total prior SOR to RCR Balance Transfers allocated to such Plan Class.

Section 6

Consent to Settlements or Decisions Not to Appeal Judgments

(a) For so long as funds remain in the Special Operating Reserve that can be used by a settling Payment Group, all proposed settlement agreements between that Payment Group and non-federal governmental entities or the private claimants, or decisions not to appeal an appealable judgment, must be submitted to the MDT Advisory Council for consent (such consent not to be unreasonably withheld or delayed), as set forth below:

(i) For settlements or decisions not to appeal judgments involving a State or Private Claimant, at least five (5) members of the MDT Advisory Council are required to consent.

(ii) For settlement or decision not to appeal a judgment involving a Subdivision, the Settling State in which the Subdivision is located shall participate in the MDT Advisory Council's discussions and shall have a vote on whether to approve the settlement as if it were a member of the MDT Advisory Council.

(iii) Upon approval, such settlement payments or payments of judgments that were not appealed shall be deemed Litigation Costs.

(b) The MDT Advisory Council may consider any and all factors that it determines are relevant when providing its consent, including the amount of Litigation Costs (including defense costs) spent on litigation by the Payment Parties prior to any proposed settlement. This Section 6 shall not prohibit the Sackler Parties from taking the position in any arbitration (or any other proceeding) that the consideration of any particular factor by the MDT Advisory Council is unreasonable, and nothing shall prohibit the MDT Advisory Council from taking the position in any arbitration (or any other proceeding) that the consideration of any particular factor is reasonable.

(c) All disputes regarding determination of whether consent to a settlement or a decision not to appeal a judgment was unreasonably withheld or delayed shall be decided by fast track arbitration pursuant to Section 11.13 of the Agreement.

Section 7

Notifications and Review Rights

(a) MDT Reporting Obligations.

(i) *Released Claims Reserves.* The MDT shall promptly notify the Sackler Parties' Representative on a quarterly basis, as of the last day of each March, June, September and December, in writing upon the transfer of any funds from the Creditor Trust Non-Participating Claims Reserves to the an applicable Released Claims Reserve. Such notice shall specify the applicable Plan Class to which the transfer (i.e., the Disallowed Claim) is attributed.

(ii) [Reserved.]

(iii) *Litigation Cost Advance Notice related to Reimbursement Dates.*

(A) So long as the MDT has timely received a Litigation Cost Report from the Sackler Parties' Representative as provided in Section 7(b)(i)(A), ten (10) Business Days before each Reimbursement Date (defined below), the MDT shall provide the Sackler Parties' Representative with a written notice (a "Litigation Cost Advance Notice"). A "Reimbursement Date" refers to the end of each successive three-month period following a Payment Date; *provided, however*, that a Reimbursement Date shall not occur on a Payment Date (i.e., because the Payment Computations Notice addresses RCR Litigation Cost Advances and SOR Litigation Cost Advances, if any, that are payable on a Payment Date). Each Litigation Cost Advance Notice shall be based on data current as of five (5) Business Days before the date of delivery except as stated below, and to the extent Litigation Cost Report data is subject to a dispute as of that date, the disputed data shall not be reflected in a Litigation Cost Advance Notice until it is resolved to be correctly included in the Litigation Cost Report pursuant to the Agreement. A Litigation Cost Report that is submitted after the applicable cutoff date shall not be used for the upcoming Litigation Cost Advance Notice but shall be included in the calculation for the next subsequent Litigation Cost Advance Notice, to the extent it contains data that is not subject to a dispute at the relevant cutoff date for that notice as described above. The Litigation Cost Advance Notice shall include, for each Payment Group, the following information for the upcoming Reimbursement Date, along with reasonable calculation details:

i. Litigation Costs by Plan Class;

ii. Available Retained Payment Amount;

iii. Litigation Cost Shortfall (if any);

iv. The balances in the Released Claims Reserves by Plan Class as provided to the MDT by each of the Creditor Trusts or the Plan Administration Trust as of the date which is thirty (30) calendar days prior

to such Reimbursement Date, along with a summary of transactions affecting these balances since the prior report of such balance, in each case based on the account statements most recently received by the MDT;

v. The balance in the Special Operating Reserve as of the date which is thirty (30) calendar days prior to such Reimbursement Date, along with a summary of transactions affecting this balance since the prior report of such balance; and

vi. The RCR Litigation Cost Advances by Plan Class and SOR Litigation Cost Advance payable to the Payment Group on the Reimbursement Date (if any).

(B) Other than items set forth in subparts (iv)-(vi), all other items reflected in the Litigation Cost Advance Notice shall be based on information provided by a Payment Group in such group's most recent Litigation Cost Report, as described above.

(C) The Sackler Parties' Representative shall have five (5) Business Days from receipt of a Litigation Cost Advance Notice to review and, in good faith, dispute any applicable item in the Litigation Cost Advance Notice by providing written notice to the MDT and describing the disputed item in reasonable detail. If no dispute is raised within this period, the Litigation Cost Advance Notice is deemed accurate for all purposes, and any undisputed portion of the Litigation Cost Advance Notice is also deemed accurate for all purposes. If a dispute arises, the MDT and the Sackler Parties' Representative shall engage in good faith discussions to resolve the issue as promptly as reasonably possible. If the dispute remains unresolved after five (5) Business Days, it shall be submitted to fast track arbitration for final resolution pursuant to Section 11.13 of the Agreement. Following resolution, the required amount, if any, shall be paid according to the Sackler Parties' Representative's instructions.

(D) Three (3) Business Days before each Reimbursement Date, the Sackler Parties' Representative shall provide MDT with the following information for any undisputed RCR Litigation Cost Advance or SOR Litigation Cost Advance specified in the Litigation Cost Advance Notice: (i) the account(s) to which any RCR Litigation Cost Advance and SOR Litigation Cost Advance should be transferred to cover the Litigation Cost Shortfall pursuant to the MSA and (ii) the amount to be transferred to each such account.

(iv) *Reversions.* The MDT shall provide the Sackler Parties' Representative with at least ten (10) Business Days' prior written notice (a "Reversion Notice") of any anticipated reversion of funds from the Released Claims Reserves or the Special Operating Reserve pursuant to Section 4. The Reversion Notice shall specify: (A) the amount of the anticipated reversion; (B) the scheduled reversion date; and (C) the specific section(s) of the Agreement that the MDT believes authorize the reversion. The Sackler Parties' Representative shall have seven (7) Business Days from receipt of the Reversion Notice to

(1) inform the MDT of any outstanding Material Litigation or other litigation that would otherwise prevent the reversion consistent with this Exhibit N; (2) dispute any item contained in the Reversion Notice in good faith; and (3) instruct the MDT as to which account(s) the reversion funds should be paid pursuant to Section 2(e) prior to any reversion of residual funds to the MDT. If no dispute is raised, and no outstanding litigation is identified within this period, the Reversion Notice shall be deemed accurate for all purposes. If a dispute arises, the MDT and the Sackler Parties' Representative shall engage in good faith discussions to resolve the issue as promptly as reasonably possible. If the dispute remains unresolved as of the scheduled reversion date, the reversion shall be temporarily stayed with respect to the disputed amount only, pending resolution. Any undisputed portion of the reversion shall proceed as scheduled. If the dispute remains unresolved after ten (10) Business Days (which may be extended only by mutual written consent), the matter shall be submitted to fast track arbitration for final resolution pursuant to Section 11.13 of the Agreement.

(v) *Reporting Alternatives.* In the event, that financial or administrative burden such contemplated reporting on the MDT becomes unreasonable, the MDT and the Sackler Parties' Representative shall engage in good faith discussions regarding modifications to the scope, extent and frequency of such reporting as promptly as reasonably possible. If the Parties are unable to agree on more streamlined reporting obligations after twenty (20) Business Days, such Parties shall submit the matter to fast track arbitration for resolution pursuant to Section 11.13 of the Agreement. To the extent possible, the MDT may, in its sole discretion, request for duplicate monthly bank statements to be delivered to the Sackler Parties' Representative by any financial institution when the MDT maintains bank accounts subject to the reporting contemplated by this Section 7(a).

(b) Sackler Parties' Representative Reporting Obligations.

(i) *Litigation Cost Reports.*

(A) Litigation Cost Reports. At least monthly on and as of the last Business Day of a month (or more frequently as contemplated by Section 2(b) or Section 7(b)(ii)), the Sackler Parties' Representative shall provide a written report to the MDT (a "Litigation Cost Report") specifying Litigation Costs that have arisen for each Payment Group since the date of the last Litigation Cost Report (or, in the case of the first Litigation Cost Report, since the date that Litigation Costs first arise). The Litigation Cost Report shall be used to prepare the Payment Computations Notice described in Section 7(b)(ii) and any Interim Litigation Cost Advance Request described in Section 7(b)(ii) and shall identify: (i) the Payment Group(s) to which each Litigation Cost is attributed; (ii) the allocated amount of any shared Litigation Costs per Payment Group; (iii) a reasonably detailed description of the Litigation Costs, by litigation, consisting of (x) the corresponding invoice pages showing only the Litigation Cost amount, the identity and number of the billing professionals, hours billed and their hourly rates, (y), reasonable detail on the status of such litigation (including whether any such litigation constitutes Material Litigation), and (z) the Sackler Parties' Representative's good faith estimate as to which Plan Class(es) gave rise to the Litigation Costs; (iv) evidence

of approval by the Legal Expense Monitor (for professional fees) or the MDT Advisory Council (for settlement payments or payments of judgments not appealed); and (v) the Available Retained Payment Amount(s) of the relevant Payment Group(s) after applying such Litigation Costs based on the most recently available inputs. The MDT shall have ten (10) Business Days from receipt of the Litigation Cost Report to review and, in good faith, dispute any applicable item in the Litigation Cost Report by providing written notice to the Sackler Parties' Representative and describing the disputed item in reasonable detail. If no dispute is raised within this period, the Litigation Cost Report shall be deemed accurate for all purposes, and any undisputed portion of the Litigation Cost Report shall also be deemed accurate for all purposes. If a dispute arises, then the MDT and the Sackler Parties' Representative shall engage in good faith discussions to resolve the dispute as promptly as reasonably possible. If the MDT and the Sackler Parties' Representative do not resolve such dispute within ten (10) Business Days (which may be extended only by mutual written consent), the MDT and the Sackler Parties' Representative shall submit the dispute to fast track arbitration for final resolution pursuant to Section 11.13 of the Agreement.

(B) Professional Fees. Any professional fees, including attorneys' fees, must satisfy the requirements of Section 5(c) to qualify as Litigation Costs. Upon approval by the Legal Expense Monitor, such expenses shall be Litigation Costs and shall not be subject to dispute.

(C) Settlements/Judgments. Any settlement payment or payment of a judgment not appealed that qualifies as a Litigation Cost must comply with the requirements of Section 6. Upon approval by the MDT Advisory Council, the settlement payment(s) or payments of judgments not appealed shall be a Litigation Cost and shall not be subject to dispute.

(D) Other Litigation Costs. For Litigation Costs that do not involve professional fees (including attorneys' fees), settlement payments or judgments not appealed, the Sackler Parties' Representative shall identify such Litigation Costs in the Litigation Cost Report pursuant to Section 7(b)(i)(A).

(E) Invoicing or Accrual. Litigation Costs shall be considered incurred upon payment or accrual (e.g., when invoiced) (in the cases of Litigation Costs other than judgments) or when rendered (in the case of any judgment), subject to any approval rights of the Legal Expense Monitor or the MDT Advisory Council set forth in the Agreement.

(F) Sharing of Litigation Costs. The A-Side Payment Groups (other than A-Side Payment Group 8) may allocate Litigation Costs among the respective A-Side Payment Groups (other than A-Side Payment Group 8) at their discretion, and the B-Side Payment Groups may allocate Litigation Costs among the respective B-Side Payment Groups at their discretion.

(ii) *Litigation Cost Shortfalls Exceeding \$10 Million.* Notwithstanding anything to the contrary in this Section 7, the Sackler Parties' Representative may notify the MDT at any time that it seeks RCR Litigation Cost Advances or SOR Litigation Cost Advances described in Section 2(b) by providing a Litigation Cost Report to the MDT and following these additional procedures:

(A) First, the Litigation Cost Report shall notify the MDT that the total Litigation Cost Shortfall of all Payment Groups exceeds \$10 million in aggregate and therefore constitutes an "Interim Litigation Cost Advance Request", which notice shall specify the following in addition to the information provided in Section 7(b)(i):

i. The amount of such Litigation Cost Shortfall by Payment Group, which amount shall be tied to the most recent Litigation Cost Advance Notice and Litigation Cost Report;

ii. The due date for reimbursement pursuant to Section 2(b);

iii. The account(s) to which any RCR Litigation Cost Advance and SOR Litigation Cost Advance should be transferred to cover the Litigation Cost Shortfall pursuant to Section 2; and

iv. The amount to be transferred to each such account.

(B) Second, the MDT shall have ten (10) Business Days from receipt of an Interim Litigation Cost Advance Request to dispute it in good faith by providing written notice to the MDT and describing the disputed item in reasonable detail. If a dispute arises, then the MDT and the Sackler Parties' Representative shall engage in good faith discussions to resolve the dispute as promptly as reasonably possible. If a dispute arises and is not resolved after five (5) Business Days, the MDT and the Sackler Parties' Representative shall submit the matter to fast track arbitration for resolution pursuant to Section 11.13 of the Agreement.

(C) If no dispute is raised within this period, the Interim Litigation Cost Advance Request shall be deemed accurate for all purposes, and any undisputed portion of the Interim Litigation Cost Advance Request shall also be deemed accurate for all purposes.

(D) Third, the MDT shall promptly cause the transfer of funds from the Released Claims Reserves and/or the Special Operating Reserve to the designated accounts, as specified in Section 7(b)(ii)(A), as RCR Litigation Cost Advances or SOR Litigation Cost Advances, within the timeframe specified in Section 2(b).

(E) Lastly, the MDT shall provide the Sackler Parties' Representative with written notice of the amount of the Litigation Cost Shortfall reimbursement that constitutes an RCR Litigation Cost Advance and the amount that constitutes an SOR Litigation Cost Advance. This determination shall be final and binding for all purposes of the Agreement, absent manifest error.

(iii) *Legal Expense Monitor.* The parties shall mutually agree to the standards and protocol on legal fees and expenses by the Legal Expense Monitor prior to the Plan Effective Date, which protocol shall be reasonably acceptable to the Sackler Parties' Representative, the MDT, the Creditors' Committee and the Governmental Consent Parties.

(iv) *Judgments:* The Sackler Parties' Representative shall deliver a notice to the MDT concerning the entry of any judgment against a Shareholder Released Party in excess of [____], promptly following the Sackler Parties' Representative knowledge of the entry of the judgment; provided, that such obligation with respect to Shareholder Released Parties that are not Payment Parties shall be limited to judgments related to Covered Conduct.

(v) *Reversion Suspension Related Notices:* The Sackler Parties' Representative shall deliver a notice to the MDT concerning (A) the occurrence of a Suspension Event (including the basis thereof under Section 4(b)(ii)) in accordance with Section 4(b); and (B) the occurrence of a new First Reversion Date following a Suspension Event in accordance with Section 4(b)(iii), in each case, promptly following the Sackler Parties' Representative knowledge of the occurrence thereof.

(vi) *A-Side Payment Group 8 Representative:* Notwithstanding anything in this Exhibit N to the contrary, (i) all notices solely relating to A-Side Payment Group 8 (including any Litigation Cost Report relating to Litigation Costs incurred by A-Side Payment Group 8) shall be provided solely by the A-Side Payment Group 8 Representative, and the Sackler Parties' Representative shall have no obligation therefor, (ii) to the extent that any notice to be provided to the Sackler Parties' Representative relates to A-Side Payment Group 8, the MDT shall deliver such notice to the A-Side Payment Group 8 Representative when delivered to the Sackler Parties' Representative, and (iii) to the extent that any dispute arises relating to A-Side Payment Group 8's rights in respect of the Special Operating Reserve or Released Claims Reserves, the A-Side Payment Group 8 Representative (and not the Sackler Parties' Representative) shall represent the interests of A-Side Payment Group 8 in such dispute.

Exhibit O

List of Approved Financial Advisors¹

Accenture
AlixPartners
Alvarez and Marsal
Analysis Group
AT Kearney
Bain & Company
BDO
Berkowitz Pollack Brant Advisors & CPAs
Booz Allen Hamilton
Boston Consulting Group
Centerview Partners
Cohn Reznick
Deloitte
Ducera Partners
Ernst & Young
Evercore
Friedman
FTI Consulting
Grant Thornton
Greenhill
HL Consulting
Huron Consulting Group
KPMG
L.E.K Consulting
Lazard
Mercer
Oliver Wyman
Parthenon
PJT Partners
PricewaterhouseCoopers
Raymond James
Strategy
TAG Associates LLC
TRS Advisors

Any other independent financial advisory firm that (i) is registered with the Public Company Accounting Oversight Board, the U.S. Securities and Exchange Commission and/or Financial Industry Regulatory Authority (FINRA), (ii) is not a Related Party, (iii) does not derive 10% or more of its annual revenue from the Sackler Parties to the best of the applicable Sackler Parties' knowledge (after reasonable inquiry), and (iv) has annual revenue of at least \$25 million; *provided*

¹ Includes any successor(s) of firms on this list, along with any non-U.S. offices, affiliates, branches or other multinational associations of such firms.

that, if the MDT objects to the proposed Approved Financial Advisor for any reason, the MDT may, within 20 days of any request by any Sackler Party that such financial advisory firm be designated an Approved Financial Advisor, file a motion requesting a determination by the Bankruptcy Court regarding whether such financial advisory firm should constitute an Approved Financial Advisor hereunder.

Any other independent financial advisor reasonably acceptable to the Secured Party and the Trust Pledgors.

EXHIBIT A-18

Exhibit R to the MSA

Subject to Material Change

A-Side Payment Parties

Theresa E. Sackler 1988 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple

Subject to Material Change

	SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child (2019) MDS Minor Child (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Theresa Sackler
Possible Refunding Trust(s)	Cobo Bay Trust Lune River Trust Mondai Trust Silver Trust

Theresa E. Sackler 2008 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015)

Subject to Material Change

	Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Theresa E. Sackler Marissa T. Sackler Sophia Dalrymple Michael D. Sackler
Possible Refunding Trust(s)	N/A

Millennium Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Marissa T. Sackler MTS Minor Child (2017) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman

Subject to Material Change

	Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	Meerkat Trust MTS 2006 Trust Reserve Trust SDS 2006 Trust

Perelle Bay Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Tenzin Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders

Subject to Material Change

	Theresa Sackler
Possible Refunding Trust(s)	N/A

Rosetta Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Stone Fiduciary Management Inc.
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Kathe Sackler
Power Holders	Kathe Sackler
Possible Refunding Trust(s)	KAS 2010 Family Trust KAS 2011 Family Trust

Ilene S. Lefcourt Trust 88

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009)

Subject to Material Change

	KL Minor Child 2 (2012)
Required Interested Persons	Ilene Sackler Lefcourt Jeffrey M. Lefcourt Karen Lefcourt
Power Holders	Hermance Schaepman Leslie J. Schreyer Jeffrey A. Robins Ilene Sackler Lefcourt Theresa Sackler
Possible Refunding Trust(s)	N/A

Ilene S. Lefcourt Trust 96

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012)
Power Holders	Hermance Schaepman Alexa M. Saunders

Subject to Material Change

	Ilene Sackler Lefcourt Jeffrey M. Lefcourt
Possible Refunding Trust(s)	Mondai Trust Silver Trust

ISL 2010 Family Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012)
Required Interested Persons	Ilene Sackler Lefcourt Jeffrey M. Lefcourt Karen Lefcourt
Power Holders	Hermance Schaepman Leslie J. Schreyer Jeffrey A. Robins Ilene Sackler Lefcourt Jeffrey M. Lefcourt

Subject to Material Change

Possible Refunding Trust(s)	Jackson River Trust

ISL 2011 Family Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012)
Required Interested Persons	Ilene Sackler Lefcourt Jeffrey M. Lefcourt Karen Lefcourt
Power Holders	Hermance Schaepman Leslie J. Schreyer Jeffrey A. Robins Ilene Sackler Lefcourt Jeffrey M. Lefcourt
Possible Refunding Trust(s)	N/A

Subject to Material Change

MDAS Investment Trust

Original Jurisdiction of Creation	New York
Jurisdiction of Administration	New York
Governing Law Jurisdiction	New York
Current Trustee(s)	Christopher Minton (Co-Managing Trustee) Martina Weihs-Werner (Co-Managing Trustee) Flat Creek Fiduciary Management LLC (Non-Managing Trustee)
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Jacqueline Pugh Sackler
Required Interested Persons	Mortimer D.A. Sackler Mortimer Lucian Sackler Jacqueline Pugh Sackler
Power Holders	Mortimer D.A. Sackler Christopher Brody
Possible Refunding Trust(s)	N/A

Mortimer DA Sackler Trust 96

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited

Subject to Material Change

Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014)
Power Holders	Hermance Schaepman Mortimer D.A. Sackler Leslie J. Schreyer Jeffrey A. Robins
Possible Refunding Trust(s)	Mondai Trust Silver Trust

MDAS 2010 Family Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014)
Required Interested Persons	Mortimer D.A. Sackler Mortimer Lucian Sackler Jacqueline Pugh Sackler, as representative of minor beneficiaries
Power Holders	Hermance Schaepman Leslie J. Schreyer

Subject to Material Change

	Mortimer D.A. Sackler Jeffrey A. Robins
Possible Refunding Trust(s)	Jackson River Trust

MDAS 2011 Family Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014)
Required Interested Persons	Mortimer D.A. Sackler Mortimer Lucian Sackler Jacqueline Pugh Sackler, as representative of minor beneficiaries
Power Holders	Hermance Schaepman Leslie J. Schreyer Mortimer D.A. Sackler Jeffrey A. Robins
Possible Refunding Trust(s)	N/A

Subject to Material Change

MDAS Children's Trust 2012

Original Jurisdiction of Creation	Wyoming
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014)
Required Interested Persons	Mortimer Lucian Sackler Jacqueline Pugh Sackler, as representative of minor beneficiaries
Power Holders	Mortimer D.A. Sackler
Possible Refunding Trust(s)	N/A

MDAS 2023 Children's Trust

Original Jurisdiction of Creation	New York
Jurisdiction of Administration	New York
Governing Law Jurisdiction	New York
Current Trustee(s)	Christopher Minton
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014)
Required Interested Persons	Mortimer Lucian Sackler Jacqueline Pugh Sackler, as representative of minor beneficiaries
Power Holders	Mortimer D.A. Sackler

Subject to Material Change

Possible Refunding Trust(s)	N/A

Nixie Trust

Original Jurisdiction of Creation	New York
Jurisdiction of Administration	New York
Governing Law Jurisdiction	New York
Current Trustee(s)	Leslie J. Schreyer
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Jacqueline Pugh Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014)
Required Interested Persons	Jacqueline Pugh Sackler Mortimer Lucian Sackler
Power Holders	Mortimer D.A. Sackler
Possible Refunding Trust(s)	N/A

MDS 2006 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)

Subject to Material Change

Power Holders	Hermance Schaepman Alexa M. Saunders Michael D. Sackler Theresa Sackler
Possible Refunding Trust(s)	N/A

MDS 1992 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Theresa Sackler Michael D. Sackler
Possible Refunding Trust(s)	Silver Trust

MDS Beacon 2010 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited

Subject to Material Change

Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Michael D. Sackler
Possible Refunding Trust(s)	N/A

MDS Beacon 2011 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Michael D. Sackler
Possible Refunding Trust(s)	N/A

MDS Family Trust 2010

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands

Subject to Material Change

Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Michael D. Sackler
Possible Refunding Trust(s)	Cobo Bay Trust Lune River Trust Mondai Trust Silver Trust

MTS 2013 Family Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021)
Required Interested Persons	Marissa T. Sackler
Power Holders	Hermance Schaepman Leslie J. Schreyer Jeffrey A. Robins Marissa T. Sackler

Subject to Material Change

Possible Refunding Trust(s)	N/A

MTS 2016 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Marissa T. Sackler
Possible Refunding Trust(s)	N/A

MTS Beacon 2013 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021)

Subject to Material Change

Required Interested Persons	Marissa T. Sackler
Power Holders	Hermance Schaepman Leslie J. Schreyer Jeffrey A. Robins Marissa T. Sackler
Possible Refunding Trust(s)	N/A

MTS Beacon 2014 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021)
Required Interested Persons	Marissa T. Sackler
Power Holders	Hermance Schaepman Leslie J. Schreyer Jeffrey A. Robins Marissa T. Sackler
Possible Refunding Trust(s)	N/A

MTS Beacon 2015 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands

Subject to Material Change

Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Flat Creek Fiduciary Management LLC
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021)
Required Interested Persons	Marissa T. Sackler
Power Holders	Hermance Schaepman Leslie J. Schreyer Jeffrey A. Robins Marissa T. Sackler
Possible Refunding Trust(s)	N/A

MTS Beacon Trust 2010

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders

Subject to Material Change

	Marissa T. Sackler
Possible Refunding Trust(s)	N/A

MTS Beacon Trust 2011

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Marissa T. Sackler
Possible Refunding Trust(s)	N/A

MTS Beacon Trust 2012

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019)

Subject to Material Change

	MTS Minor Child 3 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Marissa T. Sackler
Possible Refunding Trust(s)	N/A

MTS Family Trust 2010

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021)
Power Holders	Hermance Schaepman Alexa M. Saunders Marissa T. Sackler
Possible Refunding Trust(s)	Cobo Bay Trust Lune River Trust Mondai Trust Silver Trust

SDS 1992 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands

Subject to Material Change

Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015)
Power Holders	Hermance Schaepman Alexa M. Saunders Sophia Dalrymple Theresa Sackler
Possible Refunding Trust(s)	Silver Trust

SDS Beacon 2011 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015)
Power Holders	Hermance Schaepman Alexa M. Saunders Sophia Dalrymple
Possible Refunding Trust(s)	N/A

Subject to Material Change

SDS Family Trust 2010

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015)
Power Holders	Hermance Schaepman Alexa M. Saunders Sophia Dalrymple
Possible Refunding Trust(s)	Cobo Bay Trust Lune River Trust Mondai Trust SDS Beacon 2014 Trust Silver Trust

Romas Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	All beneficiaries are Excluded Beneficiaries
Power Holders	Hermance Schaepman Bowland Company Limited

Subject to Material Change

	Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Sheffield Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	All beneficiaries are Excluded Beneficiaries
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders Leslie J. Schreyer
Possible Refunding Trust(s)	Mondai Trust Racine Trust

SSSH 2013 Family Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	All beneficiaries are Excluded Beneficiaries
Power Holders	Hermance Schaepman Alexa M. Saunders

Subject to Material Change

Possible Refunding Trust(s)	N/A

SSSH Beacon 2013 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	All beneficiaries are Excluded Beneficiaries
Power Holders	Hermance Schaepman Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Samantha Hunt 1996 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	All beneficiaries are Excluded Beneficiaries
Power Holders	Hermance Schaepman Alexa M. Saunders
Possible Refunding Trust(s)	Silver Trust

Samantha S. Hunt 2002 Trust

Original Jurisdiction of Creation	Jersey, Channel Islands

Subject to Material Change

Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Chelsea Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	All beneficiaries are Excluded Beneficiaries
Power Holders	Hermance Schaepman Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Subject to Material Change

A-Side IAC Payment Parties

Beacon Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Heatheridge Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013)

Subject to Material Change

	SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Bowland Company Limited Alexa M. Saunders Hermance Schaepman Jorg Fischer
Possible Refunding Trust(s)	Cobo Bay Trust Lune River Trust

Canadian Partnership Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Sandiway Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler

Subject to Material Change

	Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Bowland Company Limited
Possible Refunding Trust(s)	N/A

Clover Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Millborne Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009)

Subject to Material Change

	JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Subject to Material Change

Fidinc Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Hagen Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015)

Subject to Material Change

	Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Halm Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Hillside Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007)

Subject to Material Change

	MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Hercules Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Millborne Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011)

Subject to Material Change

	JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	Cobo Bay Trust

Subject to Material Change

Medichem Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Hillside Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015)

Subject to Material Change

	Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Memphis Pharma Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Maydean Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007)

Subject to Material Change

	MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	N/A

MIL Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Millborne Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011)

Subject to Material Change

	JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Subject to Material Change

Milton Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Hillside Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015)

Subject to Material Change

	Michael D. Sackler MDS Minor Child (2019) MDS Minor Child (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Mundilab Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Tayleigh Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007)

Subject to Material Change

	MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Pickering Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Themar Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011)

Subject to Material Change

	JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	Silver Trust

Subject to Material Change

Tom & Kelly Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Sandiway Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015)

Subject to Material Change

	Michael D. Sackler MDS Minor Child (2019) MDS Minor Child (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	Mondai Trust

Varus Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Millborne Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007)

Subject to Material Change

	MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders
Possible Refunding Trust(s)	N/A

Taddeo Trust

Original Jurisdiction of Creation	Wyoming
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming
Current Trustee(s)	Taddeo Fiduciary Management Inc.
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Ilene Sackler Lefcourt Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017)

Subject to Material Change

	Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014)
Required Interested Persons	Ilene Sackler Lefcourt Jeffrey M. Lefcourt Karen Lefcourt Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler Jacqueline Pugh Sackler, as representative of minor children of MDAS
Power Holders	Jeffrey A. Robins
Possible Refunding Trust(s)	Jackson River Trust

Diagonal Blue Trust

Original Jurisdiction of Creation	Jersey, Channel Islands
Jurisdiction of Administration	Jersey, Channel Islands
Governing Law Jurisdiction	Jersey, Channel Islands
Current Trustee(s)	Millborne Trust Company Limited
Beneficiary Interested Persons and Beneficiaries Under Legal Disability	Theresa Sackler Ilene Sackler Lefcourt

Subject to Material Change

	Jeffrey M. Lefcourt JML Minor Child 1 (2009) JML Minor Child 2 (2011) JML Minor Child 3 (2017) Karen Lefcourt KL Minor Child 1 (2009) KL Minor Child 2 (2012) Kathe Sackler Mortimer D.A. Sackler Mortimer Lucian Sackler MDAS Minor Child 2 (2007) MDAS Minor Child 3 (2014) Marissa T. Sackler MTS Minor Child 1 (2017) MTS Minor Child 2 (2019) MTS Minor Child 3 (2021) Sophia Dalrymple SD Minor Child 1 (2013) SD Minor Child 2 (2015) Michael D. Sackler MDS Minor Child 1 (2019) MDS Minor Child 2 (2021)
Power Holders	Hermance Schaepman Bowland Company Limited Alexa M. Saunders

Subject to Material Change

	Millborne Trust Company Limited, as trustee of the MIL Trust
Possible Refunding Trust(s)	N/A

Subject to Material Change

B-Side Sackler Party Trusts
JDS Estate

Trust U/A 11/5/1974 fbo Beverly Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Richard S. Sackler Cedar Cliff Fiduciary Management, Inc.
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022) Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019)

Subject to Material Change

	CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Richard S. Sackler Lin Gao, as representative of minor child of RSS David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler Madeleine Rotzler Clare Sackler Miles Sackler
Power Holders	Richard S. Sackler David A. Sackler Marianna Sackler Rebecca Sackler Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	N/A

Subject to Material Change

Trust B U/A 11/5/1974 fbo Beverly Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	BRJ Fiduciary Management LLC
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022) Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023)

Subject to Material Change

	MS Minor Child 2 (2025)
Required Interested Persons	Richard S. Sackler Lin Gao, as representative of minor child of RSS David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler Madeleine Rotzler Clare Sackler Miles Sackler
Power Holders	Richard S. Sackler David A. Sackler Marianna Sackler Rebecca Sackler Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	N/A

Estate of Beverly Sackler

Situs and Principal Place of Administration	Connecticut
Court Admitting Original Will to Probate and Issuing Permanent Letters to Personal Representative	Greenwich Probate Court
Current Personal Representative(s)	Richard S. Sackler David A. Sackler

Subject to Material Change

Beneficiary Interested Persons	Estate of Jonathan D. Sackler Richard S. Sackler
Required Interested Persons	Garrett Lynam, as executor of Estate of Jonathan D. Sackler Richard S. Sackler Raymond and Beverly Sackler Foundation, Inc. Raymond and Beverly Sackler Fund for the Arts and Sciences
Power Holders	N/A

Beverly Sackler Revocable Trust

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Connecticut
Governing Law Jurisdiction	Connecticut
Current Trustee(s)	Estate of Jonathan D. Sackler Richard S. Sackler
Beneficiary Interested Persons	Garrett Lynam, as executor of Estate of Jonathan D. Sackler Richard S. Sackler
Required Interested Persons	Estate of Jonathan D. Sackler Richard S. Sackler Raymond and Beverly Sackler Foundation, Inc. Raymond and Beverly Sackler Fund for the Arts and Sciences
Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

AR Irrevocable Trust

Subject to Material Change

Original Jurisdiction of Creation	Wyoming
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Richard S. Sackler Lin Gao, as representative of minor child of RSS David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	Richard S. Sackler

Subject to Material Change

	David A. Sackler Rebecca Sackler Marianna Sackler Leslie J. Schreyer Daniel Connolly
Possible Refunding Trust(s)	N/A

RRS Trust 1 dtd 12/23/1989

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Lin Gao, as representative of minor child of RSS

Subject to Material Change

	David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	David A. Sackler Marianna Sackler Rebecca Sackler
Possible Refunding Trust(s)	N/A

RRS Trust 1B dtd 12/23/1989

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler

Subject to Material Change

	RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Lin Gao, as representative of minor child of RSS David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	Richard S. Sackler David A. Sackler Marianna Sackler Rebecca Sackler
Possible Refunding Trust(s)	N/A

Trust under agreement dated December 3, 1979 f/b/o Richard S. Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) Lin Gao David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014)

Subject to Material Change

	DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Richard S. Sackler
Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

Trust under agreement dated June 16, 1980 f/b/o Richard S. Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) Lin Gao David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler

Subject to Material Change

	MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Richard S. Sackler
Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

Trust under agreement dated December 23, 1980 f/b/o Richard S. Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) Lin Gao David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019)

Subject to Material Change

	MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Richard S. Sackler
Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

AGS 2024 Trust

Original Jurisdiction of Creation	New York
Jurisdiction of Administration	New York
Governing Law Jurisdiction	New York
Current Trustee(s)	Richard S. Sackler Lin Gao Jeffrey A. Robins
Beneficiary Interested Persons	RSS Minor Child (2023)
Required Interested Persons	Lin Gao, as representative of minor child of RSS
Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

LGS 2025 Trust

Original Jurisdiction of Creation	Florida
Jurisdiction of Administration	Florida
Governing Law Jurisdiction	Florida
Current Trustee(s)	Richard S. Sackler

Subject to Material Change

Beneficiary Interested Persons	Lin Gao
Required Interested Persons	Lin Gao
Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

Rockpoint Land Trust

Original Jurisdiction of Creation	Wyoming
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) Lin Gao David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Richard S. Sackler Lin Gao, as representative of minor child of RSS

Subject to Material Change

	David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	Richard S. Sackler Lin Gao David A. Sackler Marianna Sackler Rebecca Sackler
Possible Refunding Trust(s)	Trust under Declaration of Trust dated December 17, 1991 f/b/o Richard S. Sackler and Issue of Richard S. Sackler

Rockpoint Residence Trust

Original Jurisdiction of Creation	Wyoming
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) Lin Gao David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler

Subject to Material Change

	MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Richard S. Sackler Lin Gao, as representative of minor child of RSS David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	Richard S. Sackler Lin Gao David A. Sackler Marianna Sackler Rebecca Sackler
Possible Refunding Trust(s)	Trust under Declaration of Trust dated August 23, 1988 f/b/o Richard S. Sackler and Issue of Richard S. Sackler

Richard S. Sackler Life Insurance Trust

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction

Subject to Material Change

Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022) Mary Corson Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Lin Gao, as representative of minor child of RSS David A. Sackler Jaseleen Sackler, as representative of minor children of DAS

Subject to Material Change

	Marianna Sackler Rebecca Sackler Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Power Holders	David A. Sackler Marianna Sackler Rebecca Sackler
Possible Refunding Trust(s)	N/A

Trust DTD 8/29/2003 FBO the Issue of Richard Sackler

Original Jurisdiction of Creation	New York
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021)

Subject to Material Change

	Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Richard S. Sackler
Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

1974 Irrevocable Trust FBO BS and RSS

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	Richard S. Sackler RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)

Subject to Material Change

Required Interested Persons	Richard S. Sackler Lin Gao, as representative of minor child of RSS David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	Richard S. Sackler David A. Sackler Marianna Sackler Rebecca Sackler
Possible Refunding Trust(s)	N/A

Trust under agreement dated 8/25/1992 FBO the Issue of Richard S. Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015)

Subject to Material Change

	MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Lin Gao, as representative of minor child of RSS David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	Richard S. Sackler David A. Sackler Marianna Sackler Rebecca Sackler
Possible Refunding Trust(s)	N/A

RSS 2012 Family Trust

Original Jurisdiction of Creation	New York
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler

Subject to Material Change

	MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	Richard S. Sackler David A. Sackler Marianna Sackler Rebecca Sackler
Possible Refunding Trust(s)	N/A

David A. Sackler 2012 Trust

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014)

Subject to Material Change

	DAS Minor Child 3 (2016)
Required Interested Persons	David A. Sackler Jaseleen Sackler, as representative of minor children of DAS
Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

BS Irrevocable Trust Agreement 1 dtd 12/20/89 f/b/o DAS (DAS Gallo 1)

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	David A. Sackler
Required Interested Persons	David A. Sackler
Power Holders	David A. Sackler
Possible Refunding Trust(s)	N/A

BS Irrevocable Trust Agreement 2 dtd 12/20/89 f/b/o DAS (DAS Gallo 2)

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	David A. Sackler
Required Interested Persons	David A. Sackler

Subject to Material Change

Power Holders	David A. Sackler
Possible Refunding Trust(s)	N/A

BS Irrevocable Trust Agreement 3 dtd 12/20/89 f/b/o DAS (DAS Gallo 3)

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	David A. Sackler
Required Interested Persons	David A. Sackler
Power Holders	David A. Sackler
Possible Refunding Trust(s)	N/A

Marianna R. Sackler 2012 Trust

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021)
Required Interested Persons	Marianna Sackler

Subject to Material Change

Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

BS Irrevocable Trust Agreement 1 dtd 12/21/89 f/b/o MRS (MRS Gallo 1)

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	Marianna Sackler
Required Interested Persons	Marianna Sackler
Power Holders	Marianna Sackler
Possible Refunding Trust(s)	N/A

BS Irrevocable Trust Agreement 2 dtd 12/21/89 f/b/o MRS (MRS Gallo 2)

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	Marianna Sackler
Required Interested Persons	Marianna Sackler
Power Holders	Marianna Sackler
Possible Refunding Trust(s)	N/A

BS Irrevocable Trust Agreement 3 dtd 12/21/89 f/b/o MRS (MRS Gallo 3)

Subject to Material Change

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	Marianna Sackler
Required Interested Persons	Marianna Sackler
Power Holders	Marianna Sackler
Possible Refunding Trust(s)	N/A

Rebecca K. Sackler 2012 Trust

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Rebecca Sackler
Power Holders	Richard S. Sackler
Possible Refunding Trust(s)	N/A

BS Irrevocable Trust Agreement 1 dtd 12/22/89 f/b/o RKS (RKS Gallo 1)

Original Jurisdiction of Creation	Connecticut

Subject to Material Change

Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	Rebecca Sackler
Required Interested Persons	Rebecca Sackler
Power Holders	Rebecca Sackler
Possible Refunding Trust(s)	N/A

BS Irrevocable Trust Agreement 2 dtd 12/21/89 f/b/o RKS (RKS Gallo 2)

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Crystal Fiduciary Company LLC
Beneficiary Interested Persons	Rebecca Sackler
Required Interested Persons	Rebecca Sackler
Power Holders	Rebecca Sackler
Possible Refunding Trust(s)	N/A

BS Irrevocable Trust Agreement 3 dtd 12/21/89 f/b/o RKS (RKS Gallo 3)

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction

Subject to Material Change

Current Trustee(s)	Data LLC
Beneficiary Interested Persons	Rebecca Sackler
Required Interested Persons	Rebecca Sackler
Power Holders	Rebecca Sackler
Possible Refunding Trust(s)	N/A

Irrevocable Trust under Declaration dated as of September 19, 1995 f/b/o Issue of Richard S. Sackler
(RSS 1995 Landings Trust)

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	Data LLC
Beneficiary Interested Persons	RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Lin Gao, as representative of minor child of RSS

Subject to Material Change

	David A. Sackler Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	Richard S. Sackler David A. Sackler Marianna Sackler Rebecca Sackler
Possible Refunding Trust(s)	N/A

Selikoff Family Investment Trust

Original Jurisdiction of Creation	Wyoming
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming
Current Trustee(s)	Rebecca Sackler (Co-Managing Trustee) Jeffrey Selikoff (Co-Managing Trustee) Crystal Fiduciary Company LLC (Non-Managing Trustee)
Beneficiary Interested Persons	Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022) Jeffrey Selikoff
Required Interested Persons	Rebecca Sackler Jeffrey Selikoff
Power Holders	Richard S. Sackler Rebecca Sackler

Subject to Material Change

Possible Refunding Trust(s)	N/A

AJ Irrevocable Trust

Original Jurisdiction of Creation	Wyoming
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Cornice Fiduciary Management LLC
Beneficiary Interested Persons	Mary Corson Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Power Holders	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler Brian Olson

Subject to Material Change

	Garrett Lynam
Possible Refunding Trust(s)	N/A

RRS Trust 2 dtd 12/23/1989

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Cornice Fiduciary Management LLC
Beneficiary Interested Persons	Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Madeleine Rotzler Clare Sackler Miles Sackler
Power Holders	Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	N/A

Subject to Material Change

RRS Trust 2B dtd 12/23/1989

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Cornice Fiduciary Management LLC
Beneficiary Interested Persons	Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Madeleine Rotzler Clare Sackler Miles Sackler
Power Holders	Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	N/A

Trust under agreement dated December 3, 1979 f/b/o Jonathan D. Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration

Subject to Material Change

	New York as to validity and construction
Current Trustee(s)	Cornice Fiduciary Management LLC
Beneficiary Interested Persons	Mary Corson Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Mary Corson
Power Holders	Mary Corson
Possible Refunding Trust(s)	N/A

Trust under agreement dated June 16, 1980 f/b/o Jonathan D. Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Cornice Fiduciary Management LLC
Beneficiary Interested Persons	Mary Corson Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019)

Subject to Material Change

	CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Mary Corson
Power Holders	Mary Corson
Possible Refunding Trust(s)	N/A

Trust under agreement dated December 23, 1980 f/b/o Jonathan D. Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction
Current Trustee(s)	Cornice Fiduciary Management LLC
Beneficiary Interested Persons	Mary Corson Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Mary Corson
Power Holders	Mary Corson
Possible Refunding Trust(s)	N/A

Subject to Material Change

Hudson Trust

Original Jurisdiction of Creation	Wyoming
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming
Current Trustee(s)	Cornice Fiduciary Management LLC
Beneficiary Interested Persons	Mary Corson Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Person	Mary Corson
Power Holders	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	Mary Corson Trust

JDS Revocable Pourover Trust

Original Jurisdiction of Creation	Wyoming
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming

Subject to Material Change

Current Trustee(s)	Cornice Fiduciary Management LLC
Beneficiary Interested Persons	Mary Corson Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Power Holders	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	N/A

Trust dtd 8/29/2003 FBO Issue of Jonathan D. Sackler

Original Jurisdiction of Creation	New York
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming
Current Trustee(s)	Cornice Fiduciary Management LLC
Beneficiary Interested Persons	Mary Corson

Subject to Material Change

	Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler Cornice Fiduciary Management, LLC, as Trustee of the JDS Revocable Pourover Trust
Power Holders	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	N/A

Trust under Declaration of Trust dated December 17, 1991 f/b/o Jonathan D. Sackler and Issue of Jonathan D. Sackler

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Connecticut
Governing Law Jurisdiction	Connecticut as to administration New York as to validity and construction
Current Trustee(s)	Leslie J. Schreyer

Subject to Material Change

	Garrett Lynam
Beneficiary Interested Persons	Mary Corson Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Power Holders	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	Trust under Declaration of Trust dated August 23, 1988 f/b/o Jonathan D. Sackler and Issue of Jonathan D. Sackler

1974 Irrevocable Trust FBO BS and JDS

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to Administration New York as to validity and construction

Subject to Material Change

Current Trustee(s)	MCM Fiduciary Management LLC
Beneficiary Interested Persons	Madeleine Rotzler MR Minor Child (2023) Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025)
Required Interested Persons	Madeleine Rotzler Clare Sackler Miles Sackler
Power Holders	Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	N/A

Jonathan D. Sackler Life Insurance Trust

Original Jurisdiction of Creation	Connecticut
Jurisdiction of Administration	Wyoming
Governing Law Jurisdiction	Wyoming as to administration New York as to validity and construction
Current Trustee(s)	MCM Fiduciary Management LLC
Beneficiary Interested Persons	Mary Corson Madeleine Rotzler MR Minor Child (2023)

Subject to Material Change

	Clare Sackler CS Minor Child 1 (2019) CS Minor Child 2 (2023) Miles Sackler MS Minor Child 1 (2023) MS Minor Child 2 (2025) Richard S. Sackler RSS Minor Child (2023) David A. Sackler DAS Minor Child 1 (2014) DAS Minor Child 2 (2014) DAS Minor Child 3 (2016) Marianna Sackler MS Minor Child 1 (2015) MS Minor Child 2 (2019) MS Minor Child 3 (2021) Rebecca Sackler RKS Minor Child 1 (2022) RKS Minor Child 2 (2022)
Required Interested Persons	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler Richard S. Sackler Lin Gao, as representative of minor child of RSS David A. Sackler

Subject to Material Change

	Jaseleen Sackler, as representative of minor children of DAS Marianna Sackler Rebecca Sackler
Power Holders	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Possible Refunding Trust(s)	N/A

Estate of Jonathan D. Sackler

Situs and Principal Place of Administration	Connecticut
Court Admitting Original Will to Probate and Issuing Permanent Letters to Personal Representative	Greenwich Probate Court
Current Personal Representative	Garrett Lynam
Beneficiary Interested Persons	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler
Required Interested Persons	Mary Corson Madeleine Rotzler Clare Sackler Miles Sackler Cornice Fiduciary Management LLC, as Trustee of the JDS Revocable Pourover Trust
Power Holders	N/A

Subject to Material Change

Exhibit T
Designated Shareholder Released Parties

Robin Abrams
Paulo Costa
Michael Friedman
Judith Lewent
William Loomis
Ed Mahony
Cecil Pickett
Anthony Roncalli
Ralph Snyderman
Phil Strassburger
Stuart Baker
Burt Rosen
Bert Weinstein
Norton Rose Fulbright

Exhibit V
List of Settlement Agreements¹

1. Governmental Entity & Shareholder Direct Settlement Agreement by and between and among the Settling States, the MDT, the Participating Subdivisions, and the Payment Parties dated [●] as may be amended from time to time.
2. Tribes & Payment Parties Direct Settlement Agreement by and between and among the Tribal Leadership Committee on behalf of the Tribes, the MDT, the Sackler Parties Representative, and the Payment Parties dated [●] as may be amended from time to time.
3. Acute Care Hospitals Class Action Settlement Agreement by and between the Settling Defendants and Acute Care Hospitals dated [●] as may be amended from time to time.
4. School Districts Class Action Settlement Agreement by and between the Settling Defendants and School Districts dated [●] as may be amended from time to time.
5. Emergency Room Physician Class Action Direct Settlement Agreement by and between the Settling Defendants and Emergency Room Physicians dated [●] as may be amended from time to time.
6. MMCL Settlement Agreement by and among the MDT, Mundipharma Medical Company Limited, and the Debtors dated [●] as may be amended from time to time.

¹ For the avoidance of doubt, the Parties acknowledge that a couple of the Direct Settlements are included in the Plan and are not included in the definition of Settlement Agreements nor in this Exhibit V. References in the Agreement that are intended to cover all Direct Settlement Agreements, shall include the Settlement Agreements listed in this Exhibit V as well as those include in the Plan.

Exhibit W
Form of Joinder Agreement

THIS JOINDER AGREEMENT (this “**Agreement**”) is made as of the date indicated in the signature block below (the “**Effective Date**”) by the undersigned (the “**Joining Party**”).

1. Joinder. The Joining Party hereby confirms that it has been furnished with a copy of, and has carefully read, the Master Settlement Agreement, dated [●], 2025, by and among the MDT (as defined therein), the Sackler Parties listed on Exhibit A thereto and Debtors listed on Exhibit B thereto, as may be amended from time to time (the “**Master Settlement Agreement**”), prior to its execution of this Agreement. By executing this Agreement, the Joining Party becomes a party to, and agrees to be bound by and subject to the terms of, the Master Settlement Agreement as a (a) Sackler Party, (b) Payment Party or IAC Payment Party and (c) as a member of the Payment Group, with respect to clauses (b) and (c) above, each as indicated in the signature block below [and hereby expressly assumes, and agrees to pay and perform, any and all obligations of _____ pursuant to the Master Settlement Agreement].

2. Definitions. Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Master Settlement Agreement.

3. Interpretive Provisions. The Interpretive Provisions set forth in Section 1.02 of the Master Settlement Agreement shall apply, *mutatis mutandis*, to this Joinder Agreement (including without limitation that the rights and obligations of a trust that does not have a separate legal personality under applicable Law shall be construed as a reference to the rights and obligations of the trustees of such trusts, in their capacity as such).

4. Representations and Warranties. The Joining Party makes, in its capacity as a Sackler Party and as of the Effective Date, the representations and warranties contained in Sections 7.01, 7.02 and 7.03 of the Master Settlement Agreement, as applicable. [In addition, the Joining Party represents and warrants that its Jurisdiction of Administration is as set out on the signature page hereto.]

5. Full Force and Effect. All of the terms, covenants, agreements, conditions and other provisions of the Master Settlement Agreement shall remain in full force and effect in accordance with their respective terms.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute hereunder), without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction; *provided, however*, that for the avoidance of doubt and as set forth in Section 11.10 of the Master Settlement Agreement, each of MDT and the Debtors shall have the benefit in connection with any matter with respect to a party to this Joinder Agreement that is a Trust arising from or related to this Joinder Agreement of the most protective protections afforded third-parties dealing in good faith with trustees in their capacities as such in good faith reliance on the

representations made by them in their capacities as trustees under the internal laws of such Trust's Jurisdiction of Administration, but giving effect to the extent they are even more protective, to the terms of such Trust's governing instrument and the effect of any choice of law provisions contained therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Joining Party has executed and delivered this Agreement
as of the date first above written.

JOINING PARTY:

Name: _____

Date: _____

Payment Party: ☐

IAC Payment Party: ☐

Payment Group: _____

Jurisdiction of Administration: _____

[Signature Page to Joinder Agreement to Master Settlement Agreement]

Privileged and Confidential
Subject to Mediation Order
Draft 9/19/25; Remains subject to Change

MSA - Exhibit X¹
Certain Shareholder Released Parties

¹ **Note to Draft:** This exhibit remains subject to ongoing review and revision as may be necessary prior to signing of the MSA.

CERTAIN A-SIDE RELEASE PARTIES²

Individual Family Members

1. Theresa E. Sackler
2. Ilene Sackler Lefcourt
3. Kathe A. Sackler
4. Mortimer D.A. Sackler
5. Michael Sackler
6. Marissa Sackler
7. Sophie Dalrymple
8. Samantha Hunt
9. The spouses, children and grandchildren of the above
10. The assets, businesses and entities owned by the above.

Trusts, Trustees and Protectors

1. 533 Canal Trust
2. Alexa M. Saunders
3. Anthony M. Roncalli
4. Angonoka Trust
5. Beacon Trust
6. Beacon Trust Company Limited
7. BJSS 2010 Trust
8. BJSS 2013 Trust
9. BJSS and JHSS 2012 K Trust
10. Bowland Company Limited
11. Canadian Partnership Trust
12. Charles G. Lubar
13. Christopher B. Mitchell (and the estate of Christopher B. Mitchell)
14. Chelsea Trust Company Limited
15. Christopher M. Reimer
16. Clover Trust
17. Cobo Bay Trust
18. Codan Trust Company Limited
19. Diagonal Blue Trust
20. Estera Services (Bermuda) Limited/Ocorian Services (Bermuda) Limited
21. Fidinc Trust
22. Flat Creek Fiduciary Management LLC
23. Flat Creek Purpose Trust
24. Frontier Directed Fiduciary Services LLC
25. Gorey Trust
26. Glebe Trust II
27. Hagen Trust Company Limited
28. Halm Trust

² For the avoidance of doubt, the inclusion of any person on this list who also fits within a category on this list that is also a category in the release shall not be construed to narrow such category or to support an inference that another person within such category but not on this list is not a released party.

29. Heatheridge Trust Company Limited
30. Hercules Trust
31. Hermance Schaepman
32. Highland Court Trust
33. Hillside Trust Company Limited
34. Ilene S. Lefcourt Trust 88
35. Ilene S. Lefcourt Trust 96
36. Ilene Sackler Lefcourt Revocable Trust
37. Indian Wells Trust
38. Inholmes Trust
39. ISL 2010 Family Trust
40. ISL 2011 Family Trust
41. ISL JML OSHA Trust
42. ISL LT Children's Trust
43. Jackson River Trust
44. Jeffrey A. Robins
45. JHSS 2010 Trust
46. JHSS 2013 Trust
47. JML 2010 Family Trust
48. JML 2011 Family Trust
49. JML Investment Trust
50. JML OSHA Trust
51. JML Pour-Over Trust
52. Joerg Fischer
53. Jonathan G. White
54. KAS 2010 Family Trust
55. KAS 2011 Family Trust
56. Kathe A. Sackler 2001 Trust
57. Kathe A. Sackler Trust 88
58. Kathe A. Sackler Trust 96
59. Kerry J. Sulkowicz
60. KLT 2010 Family Trust
61. KLT 2011 Family Trust
62. KLT Pour-Over Trust
63. La Coupe Trust
64. La Digue Limited
65. Leslie J. Schreyer
66. LSRR Family Trust
67. Lune River Trust
68. May Trust
69. Maydean Trust Company Limited
70. MDAS 2010 Family Trust
71. MDAS 2011 Family Trust
72. MDAS 2012 Children's Trust
73. MDAS Investment Trust
74. Michael D. Sackler 1992 Trust

75. Michael D. Sackler 2002 Trust
76. Michael D. Sackler 2006 Trust
77. MDS Beacon 2010 Trust
78. MDS Beacon 2011 Trust
79. MDS Beacon 2012 Trust
80. MDS Beacon 2013 Trust
81. MDS Family Trust
82. Medichem Trust
83. Meerkat Trust
84. Memphis Pharma Trust
85. MIL Trust
86. Millborne Trust Company Limited
87. Millennium Trust
88. Milton Trust
89. Mondai Trust
90. Mordas Consolidated Purpose Trust
91. Mordas Trust Company Limited
92. Mortimer DA Sackler Trust 1996
93. Mortimer DA Sackler Trust 2002
94. Morvetta Trust
95. MTS 2002 Trust
96. MTS 2006 Trust
97. MTS 2013 Family Trust
98. MTS 2016 Trust
99. MTS Bare Trust
100. MTS Beacon 2010 Trust
101. MTS Beacon 2011 Trust
102. MTS Beacon 2012 Trust
103. MTS Beacon 2013 Trust
104. MTS Beacon 2014 Trust
105. MTS Beacon 2015 Trust
106. MTS Family Trust
107. MTS Trust 2006
108. Mundi Lab Trust
109. Nixie Trust
110. PALP Trust
111. Perelle Bay Trust
112. Peter M. Ward (and the estate of Peter M. Ward)
113. Pickering Trust
114. Racine Trust
115. Reserve Trust
116. Romas Trust 2002
117. Rosetta Trust
118. Sandiway Trust Company Limited
119. Samantha Hunt 1996 Trust
120. Samantha S. Hunt 2002 Trust

121. SASS 2010 Trust
122. SASS 2013 Trust
123. SDS 1992 Trust
124. SDS 2002 Trust
125. SDS 2006 Trust
126. SDS Bare Trust
127. SDS Beacon 2011 Trust
128. SDS Beacon 2012 Trust
129. SDS Beacon 2014 Trust
130. SDS Family Trust
131. Sheffield Trust
132. Silver Trust
133. Soft River Fiduciary Management LLC
134. Soft River Purpose Trust
135. Stone Trust
136. Stone Fiduciary Management Inc.
137. SS Tanager Trust
138. SSSH 2013 Family Trust
139. SSSH Beacon 2013 Trust
140. Stuart D. Baker
141. Taddeo Fiduciary Management Inc.
142. Taddeo Purpose Trust
143. Taddeo Trust
144. Tayleigh Trust Company Limited
145. Tenzin Trust Company Limited
146. TES Bare Trust
147. TES Beacon 2012 Trust
148. TES Beacon 2013 Trust
149. TES Beacon 2014 Trust
150. Themar Consolidated Purpose Trust
151. Themar Trust Company Limited
152. Theresa E. Sackler 1988 Trust
153. Theresa E. Sackler 2008 Trust
154. Tom & Kelly Trust
155. Trust under Agreement dated the 11th day of May 2005
156. Trust under Agreement dated the 13th day of March 2009
157. Trust Under Declaration dated April 11, 2002
158. Trust Under Declaration of Trust No. 1 dated November 25, 1996
159. Trust Under Declaration of Trust No. 2 dated November 25, 1996
160. Trust under Settlement dated 14 September 1998
161. Trust under Settlement dated 16 September 1998
162. Trust under Settlement dated 19 December 2000
163. Varus Trust
164. The assets, businesses and entities owned by the above.

Purdue Parent Entities

1. Banela Corporation

2. Beacon Company
3. BR Holdings Associates Inc.
4. BR Holdings Associates L.P.
5. Heatheridge Trust Company Limited, as Trustee under Settlement dated 31 December 1993 F.B.O. the issue of Mortimer D. Sackler M.D., Theresa E. Sackler and certain charitable objects
6. Millborne Trust Company Limited, as Trustee of the Hercules Trust under Declaration of Trust dated 2 March 1999 F.B.O. Theresa E. Sackler, the issue of Mortimer D. Sackler, M.D. and certain charitable objects
7. Pharmaceutical Research Associates L.P. (formerly Purdue Holdings L.P.)
8. PLP Associates Holdings Inc.
9. PLP Associates Holdings L.P.
10. Stanhope Gate Corp.
11. The assets, businesses and entities owned by the above (excluding the Debtors).

II-Way Entities³

1. Accardi B.V.
2. Accardi S.à.r.l.
3. Alfa Generics B.V.
4. Arsago B.V.
5. Bard Pharmaceuticals (1990) Inc.
6. Bard Pharmaceuticals Limited
7. Bermag Limited
8. Boetti Corporation
9. Boldini Corporation
10. Bradenton Products B.V.
11. Bulla S.à.r.l.
12. Clinical Designs Limited
13. Clovio Corporation
14. E.R.G. Realty, Inc.
15. Elvium Life Sciences GP Inc.
16. Elvium Life Sciences Limited Partnership
17. Elvium ULC
18. Euro-Celtique S.A.
19. Evening Star Services Limited
20. Filti S.à.r.l.
21. Flira S.à.r.l.
22. Hayez Corporation
23. Ind S.à.r.l.
24. Ireys S.à.r.l.
25. Krugmann GmbH
26. Ladenburg B.V.
27. Lake Claire Investments Limited

³ A II-way entity is an entity directly or indirectly owned by persons or trusts associated with both the Raymond Sackler family and the Mortimer Sackler family, with equal interests associated with each family.

28. L.P. Clover Limited
29. Lucien Holdings S.à.r.l.
30. Lymit Holdings S.à.r.l.
31. Maltus Corporation
32. Marnine Holdings Pte. Limited
33. Martone Holdings Pte. Limited
34. Mexcus Corporation
35. MN Consulting LLC
36. MNP Consulting Limited
37. Mundibiopharma Limited
38. Mundichemie GmbH
39. Mundipharma (Argentina) S.r.l.
40. Mundipharma (China) Pharmaceutical Company Limited
41. Mundipharma (Colombia) S.A.S.
42. Mundipharma (Hong Kong) Limited
43. Mundipharma (Myanmar) Co., Limited
44. Mundipharma (Proprietary) Limited
45. Mundipharma (Shanghai) International Trade Company Limited
46. Mundipharma (Thailand) Limited
47. Mundipharma A.S.
48. Mundipharma A/S
49. Mundipharma AB
50. Mundipharma AG
51. Mundipharma B.V.
52. Mundipharma Biologics GmbH
53. Mundipharma Biologics Inc.
54. Mundipharma Bradenton B.V.
55. Mundipharma Brasil Productos Médicos e Farmacêuticos Ltda.
56. Mundipharma BV
57. Mundipharma Company
58. Mundipharma Corporation (Ireland) Limited
59. Mundipharma Corporation Limited
60. Mundipharma DC B.V.
61. Mundipharma de Mexico, S. de R.L. de C.V.
62. Mundipharma Deutschland GmbH & Co. KG
63. Mundipharma Development Pte. Limited
64. Mundipharma Distribution GmbH
65. Mundipharma Distribution Limited
66. Mundipharma EDO GmbH
67. Mundipharma Egypt LLC
68. Mundipharma Farmaceutica LDA.
69. Mundipharma FZ-LLC
70. Mundipharma GesmbH
71. Mundipharma GmbH
72. Mundipharma Healthcare Corporation
73. Mundipharma Healthcare LLC

74. Mundipharma Healthcare Pte. Limited
75. Mundipharma Healthcare Pty. Limited
76. Mundipharma Holding AG
77. Mundipharma International Services GmbH
78. Mundipharma International Services Limited
79. Mundipharma International Services S.ar.l.
80. Mundipharma International Corporation Limited
81. Mundipharma International Holdings Limited
82. Mundipharma International Limited
83. Mundipharma International Technical Operations Limited
84. Mundipharma IT GmbH
85. Mundipharma IT Services GmbH
86. Mundipharma IT Services Inc.
87. Mundipharma IT Services Limited
88. Mundipharma IT Services Pte. Limited
89. Mundipharma Kabushiki Kaishe
90. Mundipharma Korea Limited
91. Mundipharma Laboratories GmbH
92. Mundipharma Laboratories Limited
93. Mundipharma LATAM GmbH
94. Mundipharma Limited
95. Mundipharma Ltd.
96. Mundipharma Management S.ar.l.
97. Mundipharma Manufacturing Pte. Limited
98. Mundipharma MEA GmbH
99. Mundipharma Medical CEE GmbH
100. Mundipharma Medical Company
101. Mundipharma Medical Company Limited
102. Mundipharma Medical GmbH
103. Mundipharma Medical S.ar.l.
104. Mundipharma Middle East FZ-LLC
105. Mundipharma Near East GmbH
106. Mundipharma New Zealand Limited
107. Mundipharma Oncology Pty. Limited
108. Mundipharma Ophthalmology Corporation Limited
109. Mundipharma Ophthalmology Products Limited
110. Mundipharma Oy
111. Mundipharma Pharmaceutical Company
112. Mundipharma Pharmaceuticals (Chile) Limitada
113. Mundipharma Pharmaceuticals Argentina S.r.l.
114. Mundipharma Pharmaceuticals B.V.
115. Mundipharma Pharmaceuticals Belgium BV
116. Mundipharma Pharmaceuticals Inc.
117. Mundipharma Pharmaceuticals Industry and Trade Limited
118. Mundipharma Pharmaceuticals Limited
119. Mundipharma Pharmaceuticals Private Limited

120. Mundipharma Pharmaceuticals S.L.
121. Mundipharma Pharmaceuticals S.r.l.
122. Mundipharma Pharmaceuticals Sdn. Bhd.
123. Mundipharma Polska SP. Z.O.O.
124. Mundipharma Pte Limited
125. Mundipharma Pty Limited
126. Mundipharma Research Company Limited
127. Mundipharma Research GmbH & Co. KG
128. Mundipharma Research Limited
129. Mundipharma Research Verwaltungs GmbH
130. Mundipharma SAS
131. Scientific Office of Mundipharma MEA GmbH
132. Mundipharma Singapore Holding Pte. Limited
133. Mundipharma TK
134. Mundipharma Verwaltungsgesellschaft mbH
135. Napp Laboratories Limited
136. Napp Pension Trustees Limited
137. Napp Pharmaceutical Group Limited
138. Napp Pharmaceutical Holdings Limited
139. Napp Pharmaceuticals Limited
140. Napp Research Centre Limited
141. Nitid S.à.r.l.
142. Nontag S.à.r.l.
143. One Stamford Realty L.P.
144. Paineurope Limited
145. Par-La-Ville Properties Limited
146. Porthos S.à.r.l.
147. PT. Mundipharma Healthcare Indonesia
148. Purdue BioPharma Inc.
149. Purdue BioPharma L.P.
150. Purdue Frederick Inc.
151. Purdue Pharma Inc. (Canadian Company)
152. Purdue Pharma Technologies Inc.
153. Mundipharma ANZ Pty. Limited
154. Purdue Pharma ULC
155. Qdem Pharmaceuticals Limited
156. Rafa Laboratories Ltd.
157. Sofy S.à.r.l.
158. Songol S.à.r.l.
159. Sonti S.à.r.l.
160. Tacca B.V.
161. Taiwan Mundipharma Pharmaceuticals Limited
162. Technical Scientific Office of Mundipharma Near East GmbH
163. Tenna B.V.
164. The Napp Educational Foundation

165. The Representative Office of Mundipharma Pharmaceuticals Pte Limited in Ho Chi Minh City
166. Vaccaro B.V.
167. Venusti B.V.
168. Win – Healthcare Private Ltd.
169. Win – Medicare Private Ltd.
170. Wuhu Haitong Kanghong Pharmaceutical Trading Co. Ltd.
171. The assets, businesses and entities owned by the above.

CERTAIN B-SIDE RELEASED PARTIES

Certain Shareholder Released Parties	
Shareholder Released Party	Relationship to Proceedings
Raymond R. Sackler/Estate of Raymond R. Sackler	Family member; trust beneficiary; current and/or former director, manager and/or officer of II-way entity ⁴ in Purdue Pharma L.P. chain of ownership; current and/or former trustee
Beverly Sackler/Estate of Beverly Sackler	Family member; trust beneficiary; executor of estate; current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership; current and/or former trustee
Jonathan D. Sackler/Estate of Jonathan D. Sackler	Family member; trust beneficiary; executor of estate; current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of RRS I-way ⁵ entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of trust company; current and/or former trustee
Richard S. Sackler, M.D.	Family member; trust beneficiary; executor of estate; current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of RRS I-way entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of trust company; current and/or former trustee
Beth Cohen (formerly Sackler)	Family member; trust beneficiary; current and/or former trustee
David A. Sackler	Family member; trust beneficiary; current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of trust company; current and/or former trustee

⁴ A II-way entity is an entity directly or indirectly owned by persons or trusts associated with both the Raymond Sackler family (the “RRS Family”) and the Mortimer Sackler family (the “MDS Family”), with equal interests associated with each family.

⁵ A I-way entity is an entity directly or indirectly owned by persons or trusts associated solely with either the RRS Family or the MDS Family.

Children of David Sackler	Family members; trust beneficiaries
Jaseleen Ruggles	Family member
Marianna Sackler Frame	Family member; trust beneficiary
Children of Marianna Sackler Frame	Family members; trust beneficiaries
James Frame	Family member
Rebecca Sackler	Family member; trust beneficiary; current and/or former trustee
Jeffrey Selikoff	Family member; trust beneficiary; current and/or former trustee
Mary Corson	Family member; trust beneficiary; current and/or former director, manager and/or officer of trust company; current and/or former trustee
Madeleine Sackler	Family member; trust beneficiary
Clare E. Sackler	Family member; trust beneficiary
Children of Clare E. Sackler	Family members; trust beneficiaries
Miles R.C. Sackler	Family member; trust beneficiary
Garrett Lynam	Executor of estate; current and/or former director, manager and/or officer of trust company; current and/or former trustee; employee of RRS Family I-way entity
Stuart D. Baker	Current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of trust company; current and/or former trustee
Anthony M. Roncalli	Current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of trust company; current and/or former trustee
Philip C. Strassburger	Current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership
Edward B. Mahony	Current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership
Peter Boer	Current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership
Paulo Costa	Current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership

Ralph Snyderman	Current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership
William Loomis	Current and/or former director, manager and/or officer of II-way entity in Purdue Pharma L.P. chain of ownership
Stephen A. Ives	Current and/or former director, manager and/or officer of RRS I-way entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of trust company; current and/or former trustee; employee of RRS Family I-way entity
Leslie J. Schreyer	Current and/or former director, manager and/or officer of RRS I-way entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of trust company; current and/or former trustee
Danny Parks	Current and/or former director, manager and/or officer of RRS I-way entity in Purdue Pharma L.P. chain of ownership; employee of RRS Family I-way entity
Jeffrey A. Robins	Current and/or former director, manager and/or officer of trust company; current and/or former trustee
Beatriz V. Iriondo/Betty Andrikopoulos	Current and/or former director, manager and/or officer of trust company
Christopher Reimer	Current and/or former director, manager and/or officer of trust company
Jared Giddens	Current and/or former director, manager and/or officer of trust company; current and/or former trustee
Stephen L. Schreiner	Current and/or former director, manager and/or officer of trust company; current and/or former trustee
Frank S. Vellucci	[Current and/or former director, manager and/or officer of RRS I-way entity in Purdue Pharma L.P. chain of ownership; current and/or former director, manager and/or officer of trust company; current and/or former trustee; employee of RRS Family I-way entity]
Rory Held	[Current and/or former director, manager and/or officer of RRS I-way entity in Purdue Pharma L.P. chain of ownership; current

	and/or former director, manager and/or officer of trust company; current and/or former trustee; employee of RRS Family I-way entity]
[Dan Connolly]	[Current and/or former trustee]
BRJ Fiduciary Management LLC	Current and/or former trustee
Cedar Cliff Fiduciary Management Inc.	Current and/or former trustee
Cornice Fiduciary Management LLC	Current and/or former trustee
Crystal Fiduciary Company LLC	Current and/or former trustee
Data LLC	Current and/or former trustee
MCM Fiduciary Management LLC	Current and/or former trustee
North Bay Trust Company Inc.	Current and/or former trustee
Brian Olson	Current and/or former director, manager and/or officer of trust company; current and/or former trustee; employee of RRS Family I-way entity
Elizabeth A. Whalen	Current and/or former trustee
Lauren D. Kelly	Current and/or former director, manager and/or officer of trust company; current and/or former trustee
John N. Irwin III	Current and/or former director, manager and/or officer of trust company; current and/or former trustee
John Wilcox/Estate of John Wilcox	Current and/or former trustee
Michael Kassen	Current and/or former director, manager and/or officer of trust company; current and/or former trustee
Peter M. Ward/Estate of Peter M. Ward	Current and/or former trustee
Ruth Edelson	Current and/or former trustee
Susan C. Frunzi	Current and/or former trustee
Thomas A. Russo	Current and/or former director, manager and/or officer of trust company; current and/or former trustee
Janet Pomerantz	Current and/or former trustee
Alex Troy	Current and/or former trustee
Josephine Hoh	Trust beneficiary
Scott Bulua	Family member
Molly B. Johnson	Family member
Trust U/A 11/5/74 fbo Beverly Sackler	RRS Family trust indirectly owning Purdue
Raymond R. Sackler Trust 1 dtd 12/23/89	RRS Family trust indirectly owning Purdue
Raymond R. Sackler Trust 1B dtd 12/23/89	RRS Family trust indirectly owning Purdue
Raymond R. Sackler Trust 2 dtd 12/23/89	RRS Family trust indirectly owning Purdue
Raymond R. Sackler Trust 2B dtd 12/23/89	RRS Family trust indirectly owning Purdue
Trust B U/A 11/5/74 fbo Beverly Sackler	RRS Family trust
The 1974 Irrevocable Investment Trust	RRS Family trust

1974 Irrevocable Trust fbo BS and RSS	RRS Family trust
1974 Irrevocable Trust fbo BS and JDS	RRS Family trust
AR Irrevocable Trust	RRS Family trust
AJ Irrevocable Trust	RRS Family trust
Irrevocable Trust under Declaration dated as of September 19, 1995 f/b/o Issue of Jonathan D. Sackler	RRS Family trust
Irrevocable Trust under Declaration dated as of September 19, 1995 f/b/o Issue of Richard S. Sackler	RRS Family trust
Beverly Sackler Trust 1 f/b/o David Alex Sackler 12/20/1989	RRS Family trust
Beverly Sackler Trust 1 f/b/o Marianna Rose Sackler 12/21/1989	RRS Family trust
Beverly Sackler Trust 1 f/b/o Rebecca Kate Sackler 12/22/1989	RRS Family trust
Beverly Sackler Trust 2 f/b/o David Alex Sackler 12/20/1989	RRS Family trust
Beverly Sackler Trust 2 f/b/o Marianna Rose Sackler 12/21/1989	RRS Family trust
Beverly Sackler Trust 2 f/b/o Rebecca Kate Sackler 12/22/1989	RRS Family trust
Beverly Sackler Trust 3 f/b/o David Alex Sackler 12/20/1989	RRS Family trust
Beverly Sackler Trust 3 f/b/o Marianna Rose Sackler 12/21/1989	RRS Family trust
Beverly Sackler Trust 3 f/b/o Rebecca Kate Sackler 12/22/1989	RRS Family trust
Beverly Sackler Trust 1 f/b/o Madeleine Sackler 12/26/1989	RRS Family trust
Beverly Sackler Trust 1 f/b/o Clare Elizabeth Sackler 12/27/1989	RRS Family trust
Beverly Sackler Trust 1 f/b/o Miles Raymond Sackler 12/29/1989	RRS Family trust
Beverly Sackler Trust 2 f/b/o Madeleine Sackler 12/26/1989	RRS Family trust
Beverly Sackler Trust 2 f/b/o Clare Elizabeth Sackler 12/27/1989	RRS Family trust
Beverly Sackler Trust 2 f/b/o Miles Raymond Sackler 12/30/1989	RRS Family trust
Beverly Sackler Trust 3 f/b/o Madeleine Sackler 12/26/1989	RRS Family trust
Beverly Sackler Trust 3 f/b/o Clare Elizabeth Sackler 12/27/1989	RRS Family trust
Beverly Sackler Trust 3 f/b/o Miles Raymond Sackler 12/28/1989	RRS Family trust

David A. Sackler 2012 Trust	RRS Family trust
Marianna R. Sackler 2012 Trust	RRS Family trust
Rebecca K. Sackler 2012 Trust	RRS Family trust
Madeleine Sackler 2012 Trust	RRS Family trust
Clare E. Sackler 2012 Trust	RRS Family trust
Miles R.C. Sackler 2012 Trust	RRS Family trust
Irrevocable Trust under Declaration dated as of April 25, 1991	RRS Family trust
Trust under Declaration of Trust dated August 23, 1988 f/b/o Richard S. Sackler and Issue of Richard S. Sackler	RRS Family trust
Trust under Declaration of Trust dated December 17, 1991 f/b/o Richard S. Sackler and Issue of Richard S. Sackler	RRS Family trust
Trust under Declaration of Trust dated August 23, 1988 f/b/o Jonathan D. Sackler and Issue of Jonathan D. Sackler	RRS Family trust
Trust under Declaration of Trust dated December 17, 1991 f/b/o Jonathan D. Sackler and Issue of Jonathan D. Sackler	RRS Family trust
Trust under agreement dated December 3, 1979 f/b/o Richard S. Sackler	RRS Family trust
Trust under agreement dated December 3, 1979 f/b/o Jonathan D. Sackler	RRS Family trust
Trust under agreement dated June 16, 1980 f/b/o Richard S. Sackler	RRS Family trust
Trust under agreement dated June 16, 1980 f/b/o Jonathan D. Sackler	RRS Family trust
Trust under agreement dated December 23, 1980 f/b/o Richard S. Sackler	RRS Family trust
Trust under agreement dated December 23, 1980 f/b/o Jonathan D. Sackler	RRS Family trust
Beth B. Sackler Trust	RRS Family trust
Beth Sackler 2013 Trust	RRS Family trust
Mary Corson Trust	RRS Family trust
Trust Agreement dated August 29, 2003 f/b/o Issue of Richard S. Sackler	RRS Family trust
Trust Agreement dated August 29, 2003 f/b/o Mary Corson and Issue of Jonathan D. Sackler	RRS Family trust
Irrevocable Trust under Declaration dated as of August 25, 1992	RRS Family trust
Irrevocable Trust under Declaration dated as of December 29, 1992	RRS Family trust
Richard S. Sackler Life Insurance Trust	RRS Family trust
Jonathan D. Sackler Life Insurance Trust	RRS Family trust

Richard S. Sackler Trust U/A 9/30/04	RRS Family trust
Jonathan D. Sackler Trust U/A 9/30/04	RRS Family trust
Hudson Trust	RRS Family trust
Richard S. Sackler Trust f/b/o David A. Sackler 3/8/90	RRS Family trust
Richard S. Sackler Trust f/b/o Marianna R. Sackler 3/8/90	RRS Family trust
Richard S. Sackler Trust f/b/o Rebecca K. Sackler 3/8/90	RRS Family trust
Jonathan D. Sackler Trust f/b/o Clare Elizabeth Sackler 4/11/90	RRS Family trust
Jonathan D. Sackler Trust f/b/o Madeleine Sackler 4/11/90	RRS Family trust
Jonathan D. Sackler Trust f/b/o Miles Raymond Corson Sackler, 4/11/90	RRS Family trust
The RSS 2012 Family Trust	RRS Family trust
Marianna R. Sackler Captain Trust	RRS Family trust
Rebecca K. Sackler Captain Trust	RRS Family trust
RSS Fiduciary Management Trust	RRS Family trust
JDS Fiduciary Management Trust	RRS Family trust
Crystal Trust	RRS Family trust
MCM Fiduciary Management Trust	RRS Family trust
Data Trust	RRS Family trust
Cornice Trust	RRS Family trust
DABB Trust	RRS Family trust
Raymond R. Sackler Credit Shelter Trust u/a 3/29/2012	RRS Family trust
Raymond R. Sackler GST Exempt Marital Trust u/a 3/29/2012	RRS Family trust
Raymond R. Sackler Marital Trust u/a 3/29/2012	RRS Family trust
Beverly Sackler Revocable Trust u/a 3/29/12	RRS Family trust
RSS Revocable Pourover Trust	RRS Family trust
JDS Revocable Pourover Trust	RRS Family trust
Cedar Cliff Trust	RRS Family trust
Selikoff Family Investment Trust	RRS Family trust
1959 Irrevocable Trust	RRS Family trust (terminated)
1969 Irrevocable Trust	RRS Family trust (terminated)
FTA Trust	RRS Family trust (terminated)
1974 Revocable Trust	RRS Family trust (terminated)
RSS Pourover Trust	RRS Family trust (terminated)
JDS Pourover Trust	RRS Family trust (terminated)
RSS 2/2/98 Trust	RRS Family trust (terminated)
JDS 2/2/98 Trust	RRS Family trust (terminated)
RSS 1992 Insurance Trust	RRS Family trust (terminated)

JDS 1992 Insurance Trust	RRS Family trust (terminated)
The Richard S. Sackler Revocable Pourover Trust	RRS Family trust (terminated)
The Jonathan D. Sackler Revocable Pourover Trust dated 12/12/2010	RRS Family trust (terminated)
Moonstone Holdings LLC [DE]	RRS Family I-way entity in Purdue Pharma L.P. ownership chain
Linarite Holdings LLC [DE]	RRS Family I-way entity in Purdue Pharma L.P. ownership chain
Perthlite Holdings LLC [DE]	RRS Family I-way entity in Purdue Pharma L.P. ownership chain
Roselite Holdings LLC [DE]	RRS Family I-way entity in Purdue Pharma L.P. ownership chain
Rosebay Medical Company L.P. [DE]	RRS Family I-way entity in Purdue Pharma L.P. ownership chain
Rosebay Medical Company, Inc. [DE]	RRS Family I-way entity in Purdue Pharma L.P. ownership chain
BR Holdings Associates Inc. [NY]	II-way entity in Purdue Pharma L.P. ownership chain
BR Holdings Associates L.P. [DE]	II-way entity in Purdue Pharma L.P. ownership chain
PLP Associates Holdings Inc. [NY]	II-way entity in Purdue Pharma L.P. ownership chain
PLP Associates Holdings L.P. [DE]	II-way entity in Purdue Pharma L.P. ownership chain
Pharmaceutical Research Associates L.P. [DE]	II-way entity in Purdue Pharma L.P. ownership chain
Atlantic Laboratories Limited [Bermuda]	RRS Family I-way entity
B.L. Carrolton Limited [Bermuda]	RRS Family I-way entity
G.H. Carrell Limited [Bermuda]	RRS Family I-way entity
Laysan Limited [Bermuda]	RRS Family I-way entity
Mallard Limited [Bermuda]	RRS Family I-way entity
The Research Foundation Ltd. [Bermuda]	Foundation
Triangle Industries Ltd. [Bermuda]	RRS Family I-way entity
East Hudson Inc. [British Virgin Islands]	RRS Family I-way entity
East River Partners Ltd. [British Virgin Islands]	RRS Family I-way entity
Hobart Corporation [British Virgin Islands]	RRS Family I-way entity
Mauna Kea Limited [British Virgin Islands]	RRS Family I-way entity
Menlo Park Investors Inc. [British Virgin Islands]	RRS Family I-way entity
Meridian B.V.I. Limited [British Virgin Islands]	RRS Family I-way entity
Silk Crest Corp. [British Virgin Islands]	RRS Family I-way entity

Cheyenne Canada Limited Partnership [Canada]	RRS Family I-way entity
CPC Canada Corporation [Canada]	RRS Family I-way entity
CPC Canada Partnership 1 [Canada]	RRS Family I-way entity
CPC Canada Partnership 2 [Canada]	RRS Family I-way entity
The Raymond And Beverly Sackler Foundation [Canada]	Foundation
Boiling Bay S.à.r.l. [Luxembourg]	RRS Family I-way entity
Neji S.à.r.l. [Luxembourg]	RRS Family I-way entity
Nerula S.à.r.l. [Luxembourg]	RRS Family I-way entity
Aquebogue Holdings Corporation [Mauritius]	RRS Family I-way entity
Boiling Bay Corporation B.V. [Netherlands]	RRS Family I-way entity
The Raymond and Beverly Sackler Foundation [United Kingdom]	Foundation
The Raymond and Beverly Sackler 1988 Foundation [United Kingdom]	Foundation
1987 Fund LLC [DE]	RRS Family I-way entity
60 FPC Remainder (J) LLC [CT]	RRS Family I-way entity
60 FPC Residence (J) LLC [CT]	RRS Family I-way entity
95 Percent LLC [NY]	RRS Family I-way entity
1JM LLC [DE]	RRS Family I-way entity
2JM LLC [DE]	RRS Family I-way entity
3JM LLC [DE]	RRS Family I-way entity
A5 Atlas LLC [DE]	RRS Family I-way entity
Aim High Productions [DE]	RRS Family I-way entity
Akutan Bay LLC [AK]	RRS Family I-way entity
AJ Managed Holdings LLC [DE]	RRS Family I-way entity
Alexander Road Capital LLC [NY]	RRS Family I-way entity
Altaa LLC [DE]	RRS Family I-way entity
Alta Ridge, LLC [DE]	RRS Family I-way entity
Alta Ridge Capital LLC [DE]	RRS Family I-way entity
Alta Ridge Investments LLC [DE]	RRS Family I-way entity
Ankersea Limited Liability Company [DE]	RRS Family I-way entity
Antler LLC [DE]	RRS Family I-way entity
Azurite Holdings LLC [DE]	RRS Family I-way entity
Bapricot LLC [NY]	RRS Family I-way entity
Beryl Holdings LLC [DE]	RRS Family I-way entity
Berrybrook LLC [NY]	RRS Family I-way entity
BHPH LLC [DE]	RRS Family I-way entity
Boiling Bay Corporation [DE]	RRS Family I-way entity
Bowford Company [NY General Partnership]	RRS Family I-way entity
BRC Special Partners LLC [DE]	RRS Family I-way entity
Brook Holdings [NY General Partnership]	RRS Family I-way entity
BRJ Fiduciary Management LLC [WY]	RRS Family I-way entity
Calhoun Advisors LLC [DE]	RRS Family I-way entity

Camelot Hotel Holdings LLC [DE]	RRS Family I-way entity
Cap 1 LLC [DE]	RRS Family I-way entity
Cap 2 LLC [DE]	RRS Family I-way entity
Captain Leasing LLC [DE]	RRS Family I-way entity
Cedar Cliff Fiduciary Management Inc. [WY]	RRS Family I-way entity
CHBR LLC [DE]	RRS Family I-way entity
Cheviot LLC [DE]	RRS Family I-way entity
Cheyenne Energy Services LLC [OK]	RRS Family I-way entity
Cheyenne International Corporation [OK]	RRS Family I-way entity
Cheyenne Petroleum Company [NY Limited Partnership]	RRS Family I-way entity
Chez Ellie LLC [DE]	RRS Family I-way entity
China Sea Company, Inc. [DE]	RRS Family I-way entity
China Sea Company L.P. [DE Limited Partnership]	RRS Family I-way entity
Cornice Fiduciary Management LLC [WY]	RRS Family I-way entity
CPC 2001 LLC [DE]	RRS Family I-way entity
CPT 1A PE-AA LLC [DE]	RRS Family I-way entity
Crissaire Corporation [DE]	RRS Family I-way entity
Crystal Fiduciary Company LLC [WY]	RRS Family I-way entity
Curson Capital L.P. [CA]	RRS Family I-way entity
Curson Dev LLC [DE]	RRS Family I-way entity
CWC LLC [DE]	RRS Family I-way entity
DABB LLC [DE]	RRS Family I-way entity
Data LLC [WY]	RRS Family I-way entity
Deckstone International Company [CT General Partnership]	RRS Family I-way entity
DNKA LLC [DE]	RRS Family I-way entity
Dravite Holdings LLC [DE]	RRS Family I-way entity
Dolcedo LLC [DE]	RRS Family I-way entity
Elbanite Holdings LLC [DE]	RRS Family I-way entity
Exmoor Horn LLC [DE]	RRS Family I-way entity
Expert Philanthropy LLC [DE]	RRS Family I-way entity
Finnest Pharma LLC [DE]	RRS Family I-way entity
Foley Properties LLC [DE]	RRS Family I-way entity
G3A LLC [DE]	RRS Family I-way entity
G3D LLC [DE]	RRS Family I-way entity
G3R LLC [DE]	RRS Family I-way entity
GGM Company [DE General Partnership]	RRS Family I-way entity
Great Curve Films, LLC [DE]	RRS Family I-way entity
Golden Gun Capital, LLC [CA]	RRS Family I-way entity
Halesworth Corporation [DE]	RRS Family I-way entity
Haystacks Investments Partners LLC [DE]	RRS Family I-way entity
Haystacks Endure LLC [DE]	RRS Family I-way entity
HCRB LLC [NY]	RRS Family I-way entity

Hudson River (Delaware) Inc. [DE]	RRS Family I-way entity
Hudson River Partners [NY General Partnership]	RRS Family I-way entity
Inactive Holdings LLC [DE]	RRS Family I-way entity
Interrogation 2008 LLC [NY]	RRS Family I-way entity
Intrepidus Holdings LLC [DE]	RRS Family I-way entity
IS-BEP LLC [DE]	RRS Family I-way entity
JGT One LLC [DE]	RRS Family I-way entity
JGT Three LLC [DE]	RRS Family I-way entity
JGT Two LLC [DE]	RRS Family I-way entity
Jibwind Company [NY]	RRS Family I-way entity
JR Learning LLC [DE]	RRS Family I-way entity
JV Fuel LLC [DE]	RRS Family I-way entity
JWA Holdings LLC [DE]	RRS Family I-way entity
K-BEP LP [DE]	RRS Family I-way entity
K-BEP III L.P. [DE]	RRS Family I-way entity
K-Neptune LLC [DE]	RRS Family I-way entity
K-S Medical LLC [DE]	RRS Family I-way entity
K-SR Holdings LLC [DE]	RRS Family I-way entity
K-SR Performance LLC [DE]	RRS Family I-way entity
K-Ventures I LLC [DE]	RRS Family I-way entity
KB Managed Holdings LLC [DE] (Formerly Haystacks HH LLC)	RRS Family I-way entity
Kernite Holdings LLC [DE]	RRS Family I-way entity
Kokino Corporation [DE]	RRS Family I-way entity
Kokino LLC [DE]	RRS Family I-way entity
Kokino Maj Holdings LLC [DE]	RRS Family I-way entity
KRA Associates, Ltd. [CT General Partnership]	RRS Family I-way entity
KRA Associates, Ltd. [DE]	RRS Family I-way entity
Landings Financial Limited Liability Company [DE]	RRS Family I-way entity
LBV Non-Profit, Inc. [DE]	RRS Family I-way entity
LBV Inc. [DE] (Formerly Les Bouledogues Vignerones Inc.)	RRS Family I-way entity
Laramide LLC [DE]	RRS Family I-way entity
Level 4 Films LLC [NY]	RRS Family I-way entity
Lightship Company [NY General Partnership]	RRS Family I-way entity
Little Menlo LLC [DE]	RRS Family I-way entity
Llama Bay LLC [DE]	RRS Family I-way entity
Lodestone Limited Liability Company [DE]	RRS Family I-way entity
Longbrook Corporation [DE]	RRS Family I-way entity
M3C Holdings LLC [DE]	RRS Family I-way entity
MD60 LLC [DE]	RRS Family I-way entity
Meridian International, Ltd. [DE]	RRS Family I-way entity

MCM Fiduciary Management LLC [DE]	RRS Family I-way entity
Mill Shoals LLC [DE]	RRS Family I-way entity
Minimalist Project LLC [NY]	RRS Family I-way entity
MKL Haystacks Holdings LLC [DE]	RRS Family I-way entity
Moxietec LLC [DE]	RRS Family I-way entity
MXE LLC [DE]	RRS Family I-way entity
MXE Leasing, LLC [DE]	RRS Family I-way entity
NE SOL LLC [DE]	RRS Family I-way entity
Newhall & Company, Ltd. [DE]	RRS Family I-way entity
North Bay Associates [DE General Partnership]	RRS Family I-way entity
North Bay Eagle LLC [DE]	RRS Family I-way entity
North Bay Trust Company Inc. [OK]	RRS Family I-way entity
OG Film LLC [NY]	RRS Family I-way entity
OG Picture Inc. [NY]	RRS Family I-way entity
Orchids LLC [DE]	RRS Family I-way entity
Orcus Corporation [DE]	RRS Family I-way entity
Otavite Holdings LLC [DE]	RRS Family I-way entity
Pacific Partners Company [NY]	RRS Family I-way entity
Paloma Partners L.P. [DE]	RRS Family I-way entity
Park View Properties L.L.C. [DE]	RRS Family I-way entity
PBC - AC [NY General Partnership]	RRS Family I-way entity
PBC - ABS [NY General Partnership]	RRS Family I-way entity
PBC - ABSJS [DE General Partnership]	RRS Family I-way entity
PBC-ALF [NY General Partnership]	RRS Family I-way entity
PBC - Alternative Investments [NY General Partnership]	RRS Family I-way entity
PBC - Bear Stearns Healthcare Value Partners [NY General Partnership]	RRS Family I-way entity
PBC - Brook Holdings [NY General Partnership]	RRS Family I-way entity
PBC - BSM [NY General Partnership]	RRS Family I-way entity
PBC - Centaur [NY General Partnership]	RRS Family I-way entity
PBC - Glenhill Capital [NY General Partnership]	RRS Family I-way entity
PBC - GCLP [NY General Partnership]	RRS Family I-way entity
PBC - Lone Cascade [NY General Partnership]	RRS Family I-way entity
PBC - LP [NY General Partnership]	RRS Family I-way entity
PBC - LR [NY General Partnership]	RRS Family I-way entity
PBC - Marathon Structured Finance Fund [NY General Partnership]	RRS Family I-way entity
PBC - PP [NY General Partnership]	RRS Family I-way entity
PBC - R Domestic Fund [NY General Partnership]	RRS Family I-way entity
PBC-RLCP [NY General Partnership]	RRS Family I-way entity

PBC - Seneca Capital [NY General Partnership]	RRS Family I-way entity
PBC - Silver Point Capital Fund [NY General Partnership]	RRS Family I-way entity
PBC - Swiftcurrent Partners [NY General Partnership]	RRS Family I-way entity
PBC - Visium Balanced Fund [NY General Partnership]	RRS Family I-way entity
Piton Capital Management LLC [DE]	RRS Family I-way entity
Piton Capital Partners LLC [DE]	RRS Family I-way entity
Poco Bay Company [DE General Partnership]	RRS Family I-way entity
Poco Bay Realty LLC [DE]	RRS Family I-way entity
Poco Yield LLC [DE]	RRS Family I-way entity
PSART LLC [DE]	RRS Family I-way entity
QBEC LLC [DE]	RRS Family I-way entity
R Napp Holdings LLC [DE]	RRS Family I-way entity
Radstock Corporation [DE]	RRS Family I-way entity
RAR Investments LLC [DE]	RRS Family I-way entity
Raylodie LLC [NY]	RRS Family I-way entity
Raymond and Beverly Sackler Foundation, Inc. [NY]	Trust beneficiary; foundation
Raymond and Beverly Sackler Fund for the Arts and Sciences [DE] (Non-Profit)	Trust beneficiary; foundation
RBMC Holdings LLC [DE]	RRS Family I-way entity
RBS Institute LLC [DE]	RRS Family I-way entity
Rees Holdings LLC [NY]	RRS Family I-way entity
Refocus Foundation Inc. [DE]	Foundation
RLC Affiliates LLC [DE]	RRS Family I-way entity
RLC Affiliates [NY General Partnership]	RRS Family I-way entity
RGT One LLC [DE]	RRS Family I-way entity
RGT Three LLC [DE]	RRS Family I-way entity
RGT Two LLC [DE]	RRS Family I-way entity
Richard Sackler Family Foundation, Inc. [DE]	Foundation
Riverside Seven LLC [DE]	RRS Family I-way entity
Riviera Outlook LLC [DE]	RRS Family I-way entity
RJ Dan LLC [DE]	RRS Family I-way entity
Rockpoint Land LLC [CT]	RRS Family I-way entity
Rockpoint Residence LLC [CT]	RRS Family I-way entity
Rosebay Medical Company LLC [DE]	RRS Family I-way entity
RSHRS LLC [DE]	RRS Family I-way entity
Runham Corporation [DE]	RRS Family I-way entity
RWA Holdings LLC [DE]	RRS Family I-way entity
Sarbonne LLC [DE]	RRS Family I-way entity
Seabright Partners [DE General Partnership]	RRS Family I-way entity
Seadog Partners [DE General Partnership]	RRS Family I-way entity

SFP Holdings LLC [DE]	RRS Family I-way entity
Smoking LLC [DE]	RRS Family I-way entity
SO 32 Mack LLC [DE]	RRS Family I-way entity
SO-BFR LLC [DE]	RRS Family I-way entity
SO-CCS LLC [DE]	RRS Family I-way entity
SO-CSH LLC [DE]	RRS Family I-way entity
SO-ESH LLC [DE]	RRS Family I-way entity
SO-MSS LLC [DE]	RRS Family I-way entity
SO-SHSH LLC [DE]	RRS Family I-way entity
SO-WSH LLC [DE]	RRS Family I-way entity
SO-WSR LLC [DE]	RRS Family I-way entity
Solar SO Ware LLC [DE]	RRS Family I-way entity
Solar SO Wotton LLC [DE]	RRS Family I-way entity
Somac LLC [DE]	RRS Family I-way entity
Southern Alta LLC [DE]	RRS Family I-way entity
SR-GA RE LLC [DE]	RRS Family I-way entity
SR VC TP LLC [DE]	RRS Family I-way entity
SRMS LLC [DE]	RRS Family I-way entity
Standard Pharmaceuticals Corporation [DE]	RRS Family I-way entity
Stibnite Holdings LLC [DE]	RRS Family I-way entity
St. Lawrence Associates [NY General Partnership]	RRS Family I-way entity
Summer Road LLC [DE]	RRS Family I-way entity
Superior View L.L.C. [DE]	RRS Family I-way entity
Swipe Right LLC [DE]	RRS Family I-way entity
Tacitus Therapeutics Inc. [DE]	RRS Family I-way entity
The Bouncer Foundation, Inc. [DE]	Foundation
The Lottery, LLC [DE]	RRS Family I-way entity
The Neuroendocrine Tumor Research Foundation [DE] (Non-Profit)	Foundation
Temagami LLC [DE]	RRS Family I-way entity
TPART LLC [DE]	RRS Family I-way entity
Tradewind Company [NY General Partnership]	RRS Family I-way entity
Tremolite Holdings LLC [DE]	RRS Family I-way entity
TQD 1 LLC [DE]	RRS Family I-way entity
TQD 2 LLC [DE]	RRS Family I-way entity
Tract SRMS LLC [DE]	RRS Family I-way entity
Triangle Holding LLC [DE]	RRS Family I-way entity
Tukiewings LLC [DE]	RRS Family I-way entity
Twin Springs Holdings [NY General Partnership]	RRS Family I-way entity
UNCH Corp. [DE]	RRS Family I-way entity
UNCHADA LLC [DE]	RRS Family I-way entity
Unstable Elements LLC [DE]	RRS Family I-way entity

Valdiva Films LLC [DE]	RRS Family I-way entity
Verto Institute LLC [DE]	RRS Family I-way entity
VLS LLC [DE]	RRS Family I-way entity
WA Canada L.P. [DE]	RRS Family I-way entity
Wasatch LLC [DE]	RRS Family I-way entity
Westward Home LLC [DE]	RRS Family I-way entity
Whilton Corporation [DE]	RRS Family I-way entity
WP Leasing LLC [DE]	RRS Family I-way entity
Yamashiro Development LLC [DE]	RRS Family I-way entity
Mundipharma (Argentina) S.r.l. [Argentina]	II-way entity
Mundipharma Pharmaceuticals Argentina S.r.l. [Argentina]* 3	II-way entity
Mundipharma ANZ Pty. Limited [Australia]	II-way entity
Mundipharma Healthcare Pty. Limited [Australia] *	II-way entity
Mundipharma Oncology Pty. Limited [Australia] *	II-way entity
Mundipharma Pty Limited [Australia] *	II-way entity
Mundipharma GesmbH [Austria] *	II-way entity
Mundipharma Medical CEE GmbH [Austria]*	II-way entity
Bangladesh Beauty Products Private Limited [Bangladesh]	II-way entity
Mundipharma Bangladesh Private Limited [Bangladesh]	II-way entity
Mundipharma Trading Bangladesh Private Limited [Bangladesh]	II-way entity
Mundipharma BV [Belgium]*	II-way entity
Mundipharma Pharmaceuticals Belgium BV [Belgium]*	II-way entity
Bermag Limited [Bermuda]*	II-way entity
L.P. Clover Limited [Bermuda]*	II-way entity
MN Consulting LLC [Bermuda]	II-way entity
MNB Company [Bermuda]	II-way entity
Mundipharma Company [Bermuda]	II-way entity
Mundipharma International Corporation Limited [Bermuda]*	II-way entity
Mundipharma International Holdings Limited [Bermuda]*	II-way entity
Mundipharma International Limited [Bermuda]*	II-way entity
Mundipharma Laboratories Limited [Bermuda]*	II-way entity
Mundipharma Limited [Bermuda]*	II-way entity
Mundipharma Medical Company [Bermuda]*	II-way entity

Mundipharma Ophthalmology Corporation Limited [Bermuda]*	II-way entity
Mundipharma Ophthalmology Products Limited [Bermuda]*	II-way entity
Mundipharma Pharmaceutical Company [Bermuda]	II-way entity
Mundipharma Research Company Limited [Bermuda]	II-way entity
Par-La-Ville Properties Limited [Bermuda]	II-way entity
SICO Ltd. [Bermuda]	II-way entity
Transworld Pharma Limited [Bermuda]	II-way entity
Mundipharma Brasil Productos Médicos e Farmacêuticos Ltda. [Brazil]*	II-way entity
Boetti Corporation [British Virgin Islands]	II-way entity
Boldini Corporation [British Virgin Islands]	II-way entity
Clovio Corporation [British Virgin Islands]	II-way entity
Evening Star Services Limited [British Virgin Islands]	II-way entity
Hayez Corporation [British Virgin Islands]	II-way entity
IAF Limited [British Virgin Islands]*	II-way entity
Lake Claire Investments Limited [British Virgin Islands]	II-way entity
Maltus Corporation [British Virgin Islands]	II-way entity
Mexcus Corporation [British Virgin Islands]	II-way entity
Mundipharma GesmbH (Bulgarian branch of Austrian company) [Bulgaria]	II-way entity
Mundipharma Medical S.ar.l. (Bulgaria Branch of Swiss company) [Bulgaria]*	II-way entity
Bard Pharmaceuticals (1990) Inc. [Canada]*	II-way entity
Elvium Life Sciences GP Inc. [Canada]*	II-way entity
Elvium Life Sciences Limited Partnership [Canada]*	II-way entity
Elvium ULC [Canada]*	II-way entity
Mundipharma International (Canada) Inc. [Canada]*	II-way entity
Purdue Frederick Inc. [Canada]*	II-way entity
Purdue Pharma [Canada]*	II-way entity
Purdue Pharma Inc. [Canada]*	II-way entity
Purdue Pharma ULC [Canada]	II-way entity
Mundipharma Pharmaceuticals (Chile) Limitada [Chile]	II-way entity
Mundipharma (China) Pharmaceutical Company Limited [China]*	II-way entity
Mundipharma (Shanghai) International Trade Company Limited [China]*	II-way entity

Wuhu Haitong Kanghong Pharmaceutical Trading Co. Ltd. [China]*	II-way entity
Mundipharma (Colombia) S.A.S. [Colombia]*	II-way entity
Mundipharma Pharmaceuticals Limited [Cyprus]*	II-way entity
Mundipharma GesmbH (Czech Republic Branch of Austrian company) [Czech Republic]*	II-way entity
Mundipharma A/S [Denmark]*	II-way entity
Mundipharma FZ-LLC [Dubai]	II-way entity
Mundipharma Middle East FZ-LLC [Dubai]*	II-way entity
Mundipharma Egypt LLC [Egypt]*	II-way entity
Scientific Office of Mundipharma MEA GmbH [Egypt]*	II-way entity
Mundipharma Oy [Finland]*	II-way entity
Mundipharma Management S.ar.l. [France]	II-way entity
Mundipharma SAS [France]*	II-way entity
Krugmann GmbH [Germany]*	II-way entity
Mundichemie GmbH [Germany]*	II-way entity
Mundipharma Biologics GmbH [Germany]*	II-way entity
Mundipharma Deutschland GmbH & Co. KG [Germany]*	II-way entity
Mundipharma GmbH [Germany]*	II-way entity
Mundipharma Medical GmbH [Germany]*	II-way entity
Mundipharma Research GmbH & Co. KG [Germany]*	II-way entity
Mundipharma Research Verwaltungs GmbH [Germany]*	II-way entity
Mundipharma Verwaltungsgesellschaft mbH [Germany]*	II-way entity
Mundipharma (Hong Kong) Limited [Hong Kong]*	II-way entity
Mundipharma Medical GmbH (Hungary Branch of Swiss Company) [Hungary]*	II-way entity
Modi-Mundipharma Beauty Products Private Limited [India]	II-way entity
Modi-Mundipharma Healthcare Private Limited [India]	II-way entity
Modi-Mundipharma Private Limited [India]	II-way entity
Win-Healthcare Private Limited [India]	II-way entity
Win-Medicare Private Limited [India]	II-way entity
Mundipharma Laboratories GmbH (Indonesian Branch of Swiss Company) [Indonesia]*	II-way entity
PT. Mundipharma Healthcare Indonesia [Indonesia]*	II-way entity

Mundipharma Corporation (Ireland) Limited [Ireland]*	II-way entity
Mundipharma Pharmaceuticals Limited [Ireland]*	II-way entity
Peer Hotzvim Ltd. [Israel]	II-way entity
Rafa Laboratories Limited [Israel]	II-way entity
Mundipharma Pharmaceuticals S.r.l. [Italy]*	II-way entity
Mundipharma Kabushiki Kaishe [Japan]*	II-way entity
Mundipharma TK [Japan]*	II-way entity
Mundipharma Medical CEE GmbH (Kazakhstan branch of Austrian company merged with Mundipharma GesmbH) [Kazakhstan]	II-way entity
Mundipharma Distribution Limited [Korea]*	II-way entity
Mundipharma Korea Limited [Korea]*	II-way entity
Accardi S.à.r.l. [Luxembourg]	II-way entity
Bulla S.à.r.l. [Luxembourg]	II-way entity
Euro-Celtique S.A. [Luxembourg]*	II-way entity
Filti S.à.r.l. [Luxembourg]	II-way entity
Flira S.à.r.l. [Luxembourg]	II-way entity
Ind S.à.r.l. [Luxembourg]	II-way entity
Irey S.à.r.l. [Luxembourg]	II-way entity
Lucien Holdings S.à.r.l. [Luxembourg]	II-way entity
Lymit Holdings S.à.r.l. [Luxembourg]	II-way entity
Mundipharma International Services S.ar.l. [Luxembourg]*	II-way entity
Nitid S.à.r.l. [Luxembourg]	II-way entity
Nontag S.à.r.l. [Luxembourg]	II-way entity
Porthos S.à.r.l. [Luxembourg]	II-way entity
Sofy S.à.r.l. [Luxembourg]	II-way entity
Songol S.à.r.l. [Luxembourg]	II-way entity
Sonti S.à.r.l. [Luxembourg]	II-way entity
Mundipharma Pharmaceuticals Sdn. Bhd. [Malaysia]*	II-way entity
Cutchogue Holdings Limited [Mauritius]	II-way entity
Mundipharma Ltd. [Mauritius]	II-way entity
Mundipharma de Mexico, S. de R.L. de C.V. [Mexico]*	II-way entity
Mundipharma Maroc [Morocco]*	II-way entity
Mundipharma (Myanmar) Co., Limited [Myanmar]*	II-way entity
Accardi B.V. [Netherlands]	II-way entity
Alfa Generics B.V. [Netherlands]*	II-way entity
Arsago B.V. [Netherlands]	II-way entity
Bradenton Products B.V. [Netherlands]*	II-way entity

Ladenburg B.V. [Netherlands]*	II-way entity
Mundipharma B.V. [Netherlands]*	II-way entity
Mundipharma Bradenton B.V. [Netherlands]*	II-way entity
Mundipharma DC B.V. [Netherlands]*	II-way entity
Mundipharma Pharmaceuticals B.V. [Netherlands]*	II-way entity
Tacca B.V. [Netherlands]	II-way entity
Tenna B.V. [Netherlands]	II-way entity
Vaccaro B.V. [Netherlands]	II-way entity
Venusti B.V. [Netherlands]	II-way entity
Mundipharma New Zealand Limited [New Zealand]*	II-way entity
Mundipharma A.S. [Norway]*	II-way entity
Mundipharma Distribution GmbH (Philippine Branch of Swiss Company) [Philippines]*	II-way entity
Mundipharma Polska SP. Z.O.O. [Poland]*	II-way entity
Mundipharma Farmaceutica LDA. [Portugal]*	II-way entity
Mundipharma GesmbH (Russian Branch of Austrian company) [Russia]*	II-way entity
Technical Scientific Office of Mundipharma Near East GmbH [Saudi Arabia]*	II-way entity
Marnine Holdings Pte. Limited [Singapore]	II-way entity
Martone Holdings Pte. Limited [Singapore]	II-way entity
Mundipharma Development Pte. Limited [Singapore]	II-way entity
Mundipharma Healthcare Pte. Limited [Singapore]*	II-way entity
Mundipharma IT Services Pte. Limited [Singapore]*	II-way entity
Mundipharma Manufacturing Pte. Limited [Singapore]*	II-way entity
Mundipharma Pharmaceuticals Private Limited [Singapore]*	II-way entity
Mundipharma Pte Limited [Singapore]*	II-way entity
Mundipharma Singapore Holding Pte. Limited [Singapore]*	II-way entity
Mundipharma GesmbH (Slovak Republic Branch of Austrian company) [Slovak Republic]*	II-way entity
Mundipharma (Proprietary) Limited [South Africa]*	II-way entity
Mundipharma Biologics S.L. [Spain]*	II-way entity
Mundipharma Pharmaceuticals S.L. [Spain]*	II-way entity
Beauty Products Lanka (Private) Limited [Sri Lanka]	II-way entity

Mundipharma AB [Sweden]*	II-way entity
Mundipharma AG [Switzerland]*	II-way entity
Mundipharma Distribution GmbH [Switzerland]*	II-way entity
Mundipharma EDO GmbH [Switzerland]*	II-way entity
Mundipharma Holding AG [Switzerland]*	II-way entity
Mundipharma International Services GmbH [Switzerland]*	II-way entity
Mundipharma IT GmbH [Switzerland]*	II-way entity
Mundipharma IT Services GmbH [Switzerland]*	II-way entity
Mundipharma Laboratories GmbH [Switzerland]*	II-way entity
Mundipharma LATAM GmbH [Switzerland]*	II-way entity
Mundipharma MEA GmbH [Switzerland]*	II-way entity
Mundipharma Medical Company (Swiss branch of Mundipharma Medical Company, Bermuda) [Switzerland]*	II-way entity
Mundipharma Medical GmbH*	II-way entity
Mundipharma Near East GmbH [Switzerland]*	II-way entity
Taiwan Mundipharma Pharmaceuticals Limited [Taiwan]*	II-way entity
Mundipharma (Thailand) Limited [Thailand]*	II-way entity
Mundipharma Pharmaceuticals Industry and Trade Limited [Turkey]*	II-way entity
Bard Pharmaceuticals Limited [United Kingdom]*	II-way entity
Clinical Designs Limited [United Kingdom]*	II-way entity
Mundibiopharma Limited [United Kingdom]*	II-way entity
Mundipharma Corporation Limited [United Kingdom]*	II-way entity
Mundipharma International Limited [United Kingdom]*	II-way entity
Mundipharma International Services Limited [United Kingdom]*	II-way entity
Mundipharma International Technical Operations Limited [United Kingdom]*	II-way entity
Mundipharma IT Services Limited [United Kingdom]*	II-way entity
Mundipharma Limited [United Kingdom]	II-way entity
Mundipharma Medical Company Limited [United Kingdom]*	II-way entity
Mundipharma Research Limited [United Kingdom]*	II-way entity

Napp Laboratories Limited [United Kingdom]*	II-way entity
Napp Pension Trustees Limited [United Kingdom]	II-way entity
Napp Pharmaceutical Group Limited [United Kingdom]*	II-way entity
Napp Pharmaceutical Holdings Limited [United Kingdom]*	II-way entity
Napp Pharmaceuticals Limited [United Kingdom]*	II-way entity
Napp Research Centre Limited [United Kingdom]*	II-way entity
Paineurope Limited [United Kingdom]	II-way entity
Private Medical Trustees Limited [United Kingdom]	II-way entity
Qdem Pharmaceuticals Limited [United Kingdom]*	II-way entity
The Napp Educational Foundation [United Kingdom]	Foundation
Avrio Health Inc. [United States]	II-way entity
Caas Leasing, Inc. [United States]	II-way entity
Connecticut Avenue Realty Co., Inc. [United States]	II-way entity
Coventry Technologies L.P. [United States]	II-way entity
E.R.G. Realty, Inc. [United States]	II-way entity
HS Holdings Inc. [United States]	II-way entity
IAF Corporation [United States]	II-way entity
Midvale Chemical Company [United States]	II-way entity
MNP Consulting Limited [United States]	II-way entity
Mundipharma Biologics Inc. [United States]	II-way entity
Mundipharma Biologics L.P. [United States]	II-way entity
Mundipharma Healthcare Corporation [United States]*	II-way entity
Mundipharma Healthcare LLC [United States]*	II-way entity
Mundipharma Inc. [United States]	II-way entity
Mundipharma International Limited [United States]*	II-way entity
Mundipharma International Technical Operations Limited [United States]*	II-way entity
Mundipharma IT Services Inc. [United States]*	II-way entity
Mundipharma Ltd. [United States]	II-way entity
Mundipharma Pharmaceuticals Inc. [United States]*	II-way entity

Nappwood Land Corporation [United States]	II-way entity
New Suffolk Holdings LLP [United States]	II-way entity
One Stamford Land Inc. [United States]	II-way entity
One Stamford Realty L.P. [United States]	II-way entity
Pharma Associates Inc. [United States]	II-way entity
Pharma Associates L.P. [United States]	II-way entity
Pharma Technologies Inc. [United States]	II-way entity
Pharmaceutical Research Associates, Inc. [United States]	II-way entity
Pharmaceutical Research Associates, Inc. [United States]	II-way entity
PRA Holdings, Inc. [United States]	II-way entity
Purdue BioPharma Inc. [United States]	II-way entity
Purdue BioPharma L.P. [United States]	II-way entity
Purdue Healthcare Technologies Inc. [United States]	II-way entity
Purdue Healthcare Technologies L.P. [United States]	II-way entity
Purdue Pharma Technologies Inc. [United States]	II-way entity
Purdue Pharmaceutical Products Inc. [United States]	II-way entity
Rhodes Pharmaceuticals Inc. [United States]	II-way entity
Rhodes Technologies Inc. [United States]	II-way entity
RSJ Company L.P. [United States]	II-way entity
Sawwood Land Corporation [United States]	II-way entity
Signutra Inc. [United States]	II-way entity
The P.F. Betadine Products Co. Inc. [United States]	II-way entity
The P.F. Laboratories, Inc. [United States]	II-way entity
The Purdue Frederick Company Inc. d/b/a The Purdue Frederick Company [United States]	II-way entity
The Seven Hundred Realty Corporation [United States]	II-way entity
The Terramar Foundation, Inc. [United States]	Foundation
TXP Services Inc. [United States]	II-way entity
VitamERICAN Chemicals, Inc. [United States]	II-way entity
VitamERICAN Corporation [United States]	II-way entity
The Representative Office of Mundipharma Pharmaceuticals Pte Limited in Ho Chi Minh City [Vietnam]*	II-way entity
[Norton Rose Fulbright US LLP]	Service Provider: legal counsel to Shareholder Released Parties and the Debtors

[GHU Associates LLC]	Service Provider: legal counsel to certain Shareholder Released Parties
[Joseph Hage Aaronson LLC]	Service Provider: legal counsel to certain Shareholder Released Parties
[Paul, Weiss, Rifkind, Wharton & Garrison LLP]	Service Provider: legal counsel to certain Shareholder Released Parties
[Milbank LLP]	Service Provider: legal counsel to certain Shareholder Released Parties
[Debevoise & Plimpton LLP]	Service Provider: legal counsel to certain Shareholder Released Parties
[Bracewell LLP]	Service Provider: legal counsel to certain Shareholder Released Parties
[Huron Consulting Services LLC]	Service Provider: consultancy provider to certain Shareholder Released Parties
[Goldin Solutions]	Service Provider: public relations provider to certain Shareholder Released Parties
[Luther Strange & Associates, LLC]	Service Provider: legal counsel to certain Shareholder Released Parties
[Impact Trial Consulting LLC]	Service Provider: legal support provider to certain Shareholder Released Parties
[Consilio]	Service Provider: legal support provider to certain Shareholder Released Parties
[Innovative Discovery, LLC]	Service Provider: legal support provider to certain Shareholder Released Parties
[Solomon Ward Seidenwurm Smith, LLP]	Service Provider: legal counsel to certain Shareholder Released Parties
[Farrell Fritz, P.C.]	Service Provider: legal counsel to certain Shareholder Released Parties
[Herrick, Feinstein LLP]	Service Provider: legal counsel to certain Shareholder Released Parties
[Penachio Malara LLP]	Service Provider: legal counsel to certain Shareholder Released Parties
[All professional advisors (other than any Excluded Party) to one or more Sackler Parties, in each case solely in such advisor's capacity as such.]	Service Providers: advisors to certain Shareholder Released Parties

Draft 11/7/25; Remains subject to change

EXHIBIT Z

TO

MASTER SETTLEMENT AGREEMENT

ARTICLE I. DEFINITIONS

Section 1.01 DEFINITIONS.

(a) As used in this Exhibit, the following terms have the following meanings:

“Escrow Account” means any escrow account, reserve or similar repository of funds contemplated by the following sections of the Agreement: (a) any Grantor Trust Arrangement contemplated by Section 2.01(a)(iii) (an “Opt-Out Escrow Account”); (b) any Appeals Account contemplated by Section 2.04(b)(i) or Section 2.04(c); (c) any Prepayment Escrow Account in connection with a Settlement Prepayment contemplated by Section 2.01(l)(iii) or Section 2.02(c)(ii); (d) any escrow resulting from disputes in the calculation of the amount of any Settlement Payment contemplated by Section 2.07; and (e) any escrow account for the benefit of a non-breaching Payment Group contemplated by Section 9.02(a)(iv) or Section 9.02(a)(v).

“Grantor Trust Account” means any Grantor Trust Escrow Account or Grantor Trust Reserve Account.

“Grantor Trust Escrow Account” means any escrow account, reserve or similar repository of funds: (a) contemplated by the following sections of the Agreement: (i) any Opt-Out Escrow Account; (ii) any Appeals Account contemplated by Section 2.04(b)(i) or Section 2.04(c); (iii) any Prepayment Escrow Account in connection with a Settlement Prepayment contemplated by Section 2.01(l)(iii) or Section 2.02(c)(ii); (iv) any escrow resulting from disputes in the calculation of the amount of any Settlement Payment contemplated by Section 2.07; and (v) any escrow account for the benefit of a non-breaching Payment Group contemplated by Section 9.02(a)(iv) or Section 9.02(a)(v); or (b) established for the purpose of holding funds pending determination of the NAS PI Direct Claim Settlement Retained Payment Amount, the Non-NAS PI Direct Claim Settlement Retained Payment Amount or the TPP Direct Claim Settlement Retained Payment Amount, in each case, as contemplated by the Plan (such escrow, reserve or similar repository, a “Direct Claim Retained Payment Escrow”).

“Grantor Trust Escrow Account Tax Distributions” means cash distributions received by a Tax Distribution Eligible Payment Party in respect of its interest in a Grantor Trust Escrow Account equal to (x) the amount of such Payment Party’s net interest income (as determined for U.S. federal income tax purposes) that is subject to U.S. federal income tax for any taxable period arising from its ownership of such Grantor Trust Escrow Account *multiplied by* (y) the Tax Distribution Eligible Portion and (z) the highest marginal U.S. federal, state, and local income tax rates for such taxable period applicable to a U.S. citizen who is a resident of the State of Connecticut, taking into account (a) the character of the income, (b) the deductibility of non-U.S. Taxes, if any, and state and local Taxes for U.S. federal income tax purposes and (c) any deductions attributable to payments from the applicable Grantor Trust Escrow Account to the MDT or any Creditor Trust, as contemplated by Section 3.02(b) of this Exhibit.

“Grantor Trust Reserve Account” means any Creditor Trust PRA Non-Participating Claims Reserve, any Released Claims Reserve and the Special Operating Reserve.

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“Intended Tax Treatment” means the tax treatment of the Grantor Trust Accounts agreed to by the Parties in Article II of this Exhibit Z.

“Involved Party” means (a) with respect to the Grantor Trust Escrow Accounts other than the Opt-Out Escrow Accounts or a Direct Claim Retained Payment Escrow, the MDT or the applicable Creditor Trust, (b) with respect to the Opt-Out Escrow Accounts, the Payment Party that is a party to the applicable escrow agreement, and (c) with respect to each Direct Claim Retained Payment Escrow, the Payment Party that is a party to the applicable escrow agreement.

“MMCL” means Mundipharma Medical Company Limited, a company incorporated in England and Wales with registered number 09273950.

“Opt-Out Escrow Account” has the meaning given to such term in the definition of “Escrow Account”.

“QSF” means a “qualified settlement fund” within the meaning of Treasury Regulations Section 1.468B-1(a).

“Tax Contest Notice” has the meaning given to such term in Section 3.03(e) of this Exhibit.

“Tax Distribution Eligible Payment Party” means a Payment Party that has provided to the MDT and/or the relevant Creditor Trust, as applicable, a duly completed and executed Form W-9, and such term shall include PRA L.P. but only with respect to its Grantor Trust Escrow Accounts, if any.

“Tax Distribution Eligible Portion” means, with respect to any Tax Distribution Eligible Payment Party, the aggregate percentage of interests of such Tax Distribution Eligible Payment Party that are held by beneficial owners who are U.S. corporations, U.S. non-grantor trusts, U.S. estates, or U.S. citizens.

ARTICLE II. ESTABLISHMENT OF OPT-OUT CLASS ACTION SETTLEMENT ESCROW ACCOUNTS AND GRANTOR TRUST ACCOUNTS.

Section 2.01 Opt-Out Escrow Accounts.

- (a) The terms and conditions related to the calculation of amounts payable, and timing of payments, in connection with each Opt-Out Class Action Settlement are set forth in the applicable Settlement Agreement. Certain tax matters applicable to all of the Class Action Settlement Escrow Accounts are set forth in this Exhibit Z.
- (b) Members of a class in an Opt-Out Class Action Settlement who do not “opt out” of the settlement (i.e., those who are bound by the releases contemplated thereby) will receive the actual interest generated on escrowed funds (net of tax distributions) from the Settlement Effective Date through the payment date, based on the escrow principal that correspond to the amounts finally determined to be payable to them. The Payment Party that is a party to the escrow agreement with respect to an Opt-Out Escrow Account will select the investments made pursuant to such escrow agreement, whose permitted investments shall consist of U.S. Treasuries and money market funds that invest in U.S. Treasuries. Any interest associated with amounts attributed to members of a class who “opt out” will be retained by the Payment Party that is a party to the escrow agreement with respect to such Opt-Out Escrow Account.

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Section 2.02 Grantor Trust Reserve Accounts.

(a) Special Operating Reserve.

- (i) Subject to Section 2.02(a)(ii) of this Exhibit, the Parties agree to treat the Special Operating Reserve contemplated by Section 5.02 of the Agreement as a QSF for all applicable U.S. federal, state and local income tax purposes, and no Party shall file any tax returns inconsistent with, or take any position inconsistent with, such treatment (whether in any audit, tax return or otherwise), unless required to do so pursuant to a change in law following the date of the Agreement or a “determination” as defined in Code Section 1313(a). For the avoidance of doubt, the preceding sentence shall not prevent PRA L.P. from complying with its obligations under Section 2.02(a)(ii) of this Exhibit by filing an election pursuant to Treasury Regulations Section 1.468B-1(k) with respect to the Special Operating Reserve and reporting for all applicable U.S. federal, state and local income tax purposes in a manner that is consistent with such election, unless PRA L.P. is required to file any tax returns inconsistent with, or take any position inconsistent with, such election (whether in any audit, tax return or otherwise) pursuant to a change in law following the date of the Agreement or a “determination” as defined in Code Section 1313(a).
- (ii) The Special Operating Reserve will be funded, in accordance with Section 5.02 of the Agreement, solely by PRA L.P., and no portion of the Settlement Amount paid by MMCL (which shall be separately paid) shall be used to fund the Special Operating Reserve. The Parties agree to treat PRA L.P. as the sole “transferor” (within the meaning of Treasury Regulations Section 1.468B-1(d)(1)) of the Special Operating Reserve, and PRA L.P. shall timely elect, pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax provisions), to treat the Special Operating Reserve as a “grantor trust,” all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P. MDT shall reasonably cooperate with PRA L.P. as reasonably necessary for the filing of such election. PRA L.P. shall maintain such election and shall not revoke such election without the prior written consent of the MDT.
- (iii) On or before the Plan Effective Date, PRA L.P. shall provide to the MDT, and shall maintain at all times, a duly completed and executed IRS Form W-9. The MDT shall (on behalf of the Special Operating Reserve), and PRA L.P. hereby authorizes the MDT (on behalf of the Special Operating Reserve) to, provide the taxpayer identification number of PRA L.P. to all payors to the Special Operating Reserve, pursuant to Treasury Regulations Section 1.671-4(b)(2)(i)(A), for withholding or information reporting purposes. PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to the Special Operating Reserve for U.S. federal (and any applicable state or local) income tax purposes on its income tax return. The Parties agree that the MDT (on behalf of the Special Operating Reserve) shall use commercially reasonable efforts to furnish PRA L.P. with the statement described in Treasury Regulations Section 1.671-4(b)(2)(ii)(A) with respect to the Special Operating Reserve by July 20th after the end of each applicable tax year (and in any event, shall furnish such statement by [August 31st]) and that neither the MDT nor the Special Operating Reserve shall be required to file any type of return with the Internal Revenue Service pursuant to Treasury Regulations Sections 1.671-4(b)(2)(i)(A) and 1.671-4(b)(2)(ii)(B) with respect to the Special Operating Reserve.
- (iv) Any payment of Litigation Costs to PRA L.P. from the Special Operating Reserve contemplated by Section 5.02(b) and/or Exhibit N of the Agreement (i.e., SOR Litigation Cost Advances), and any payment to PRA L.P. pursuant to Section 2.04(c) of the Agreement, shall in each case be made to PRA L.P., without any reduction for payment of withholding tax, except to the extent

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required by a change in law following the date of the Agreement or to the extent of a “determination” as defined in Code Section 1313 that the Special Operating Reserve is not treated as a grantor trust all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P.

(b) Creditor Trust PRA Non-Participating Claims Reserves.

- (i) Subject to Section 2.02(b)(ii) of this Exhibit, the Parties agree to treat each of the Creditor Trust PRA Non-Participating Claims Reserves contemplated by Section 5.01(a) of the Agreement as a QSF for all applicable U.S. federal, state and local income tax purposes, and no Party shall file any tax returns inconsistent with, or take any position inconsistent with, such treatment (whether in any audit, tax return or otherwise), unless required to do so pursuant to a change in law following the date of the Agreement or a “determination” as defined in Code Section 1313(a). For the avoidance of doubt, the preceding sentence shall not prevent PRA L.P. from complying with its obligations under Section 2.02(b)(ii) of this Exhibit by filing an election pursuant to Treasury Regulations Section 1.468B-1(k) with respect to the Creditor Trust PRA Non-Participating Claims Reserves and reporting for all applicable U.S. federal, state and local income tax purposes in a manner that is consistent with such election, unless PRA L.P. is required to file any tax returns inconsistent with, or take any position inconsistent with, such election (whether in any audit, tax return or otherwise) pursuant to a change in law following the date of the Agreement or a “determination” as defined in Code Section 1313(a).
- (ii) The Creditor Trust PRA Non-Participating Claims Reserves will be funded, in accordance with Section 5.01(a) of the Agreement, solely by Estate Payments made on the Plan Effective Date and payments from the Debtors¹ pursuant to the Plan. The Parties agree to treat such Estate Payments, for U.S. federal income tax purposes, as being paid by PRA L.P., and agree to treat PRA L.P. as the sole “transferor” (within the meaning of Treasury Regulations Section 1.468B-1(d)(1)) of each of the Creditor Trust PRA Non-Participating Claims Reserves. PRA L.P. shall timely elect, pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax provisions), to treat each of the Creditor Trust PRA Non-Participating Claims Reserves as a “grantor trust,” all of which are owned, for federal and applicable state and local income tax purposes only, by PRA L.P. The applicable Creditor Trusts shall reasonably cooperate with PRA L.P. as reasonably necessary for the filing of such elections. PRA L.P. shall maintain such elections and shall not revoke any of such elections without the prior written consent of the MDT and the applicable Creditor Trust (s).
- (iii) On or before the Plan Effective Date, PRA L.P. shall provide to the applicable Creditor Trust, and shall maintain at all times, a duly completed and executed IRS Form W-9. The applicable Creditor Trust shall (on behalf of the applicable Creditor Trust PRA Non-Participating Claims Reserve), and PRA L.P. hereby authorizes each Creditor Trust (on behalf of the applicable Creditor Trust PRA Non-Participating Claims Reserve) to, provide the taxpayer identification number of PRA L.P. to all payors to the applicable Creditor Trust PRA Non-Participating Claims Reserve, pursuant to Treasury Regulations Section 1.671-4(b)(2)(i)(A), for withholding or information reporting purposes. PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to each of the Creditor Trust PRA Non-Participating Claims Reserves for U.S. federal (and any applicable state or local) income tax purposes on its income tax return. The Parties agree that the applicable Creditor Trust (on behalf of the applicable Creditor Trust PRA Non-Participating Reserve) shall use commercially reasonable efforts to furnish PRA L.P. with the statement

¹ **NTD:** To be confirmed that funding by the Debtors will occur only on the Plan Effective Date.

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described in Treasury Regulations Section 1.671-4(b)(2)(ii)(A) with respect to the applicable Creditor Trust by July 20th after the end of each applicable tax year (and in any event, shall furnish such statement by [August 31st]) and that none of the Creditor Trusts or the Creditor Trust PRA Non-Participating Claims Reserves shall be required to file any type of return with the Internal Revenue Service pursuant to Treasury Regulations Sections 1.671-4(b)(2)(i)(A) and 1.671-4(b)(2)(ii)(B) with respect to such Creditor Trust PRA Non-Participating Claims Reserve.

- (iv) Any transfer to an applicable Released Claims Reserve from a Creditor Trust PRA Non-Participating Claims Reserve, pursuant to Section 5.01(b) and/or Exhibit N of the Agreement shall be made without any reduction for payment of withholding tax, except to the extent required by a change in law following the date of the Agreement or to the extent of a “determination” as defined in Code Section 1313 that such Released Claims Reserve is not treated as a grantor trust all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P.

(c) Released Claims Reserves.

- (i) Subject to Section 2.02(c)(ii) of this Exhibit, the Parties agree to treat each of the Released Claims Reserves contemplated by Section 5.01(b) of the Agreement as a QSF for all applicable U.S. federal, state and local income tax purposes, and no Party shall file any tax returns inconsistent with, or take any position inconsistent with, such treatment (whether in any audit, tax return or otherwise), unless required to do so pursuant to a change in law following the date of the Agreement or a “determination” as defined in Code Section 1313(a). For the avoidance of doubt, the preceding sentence shall not prevent PRA L.P. from complying with its obligations under Section 2.02(c)(ii) of this Exhibit by filing an election pursuant to Treasury Regulations Section 1.468B-1(k) with respect to the Released Claims Reserves and reporting for all applicable U.S. federal, state and local income tax purposes in a manner that is consistent with such election, unless PRA L.P. is required to file any tax returns inconsistent with, or take any position inconsistent with, such election (whether in any audit, tax return or otherwise) pursuant to a change in law following the date of the Agreement or a “determination” as defined in Code Section 1313(a).
- (ii) The Released Claims Reserves will be funded, in accordance with Section 5.01(b) of the Agreement (including Payment Group RCR Top-Off Payments and Recovered RCR Bond Advances), solely by the applicable Creditor Trust PRA Non-Participating Claims Reserves or PRA L.P., and no portion of the Settlement Amount paid by MMCL shall be used to fund the Released Claims Reserves. The Parties agree to treat all such payments for U.S. federal income tax purposes as being paid by PRA L.P., and agree to treat PRA L.P. as the sole “transferor” (within the meaning of Treasury Regulations Section 1.468B-1(d)(1)) of each of the Released Claims Reserves. PRA L.P. shall timely elect, pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax provisions), to treat each of the Released Claims Reserves as a “grantor trust,” all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P. The MDT and the applicable Creditor Trusts shall reasonably cooperate with PRA L.P. as reasonably necessary for the filing of such elections. PRA L.P. shall maintain such elections and shall not revoke any of such elections without the prior written consent of the MDT and the applicable Creditor Trust (s).
- (iii) On or before the Plan Effective Date, PRA L.P. shall provide to the applicable Creditor Trust, and shall maintain at all times, a duly completed and executed IRS Form W-9. The applicable Creditor Trust shall (on behalf of the applicable Released Claims Reserve), and PRA L.P. hereby authorizes the applicable Creditor Trust (on behalf of the applicable Released Claims Reserve)

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to, provide the taxpayer identification number of PRA L.P. to all payors to the applicable Released Claims Reserve, pursuant to Treasury Regulations Section 1.671-4(b)(2)(i)(A), for withholding or information reporting purposes. PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to each of the Released Claims Reserves for U.S. federal (and any applicable state or local) income tax purposes on its income tax return. The Parties agree that the applicable Creditor Trust (on behalf of the applicable Released Claims Reserve) shall use commercially reasonable efforts to furnish PRA L.P. with the statement described in Treasury Regulations Section 1.671-4(b)(2)(ii)(A) with respect to such Released Claims Reserve by July 20th after the end of each applicable tax year (and in any event, shall furnish such statement by [August 31st]) and that none of the Creditor Trusts or the Released Claims Reserves shall be required to file any type of return with the Internal Revenue Service pursuant to Treasury Regulations Sections 1.671-4(b)(2)(i)(A) and 1.671-4(b)(2)(ii)(B) with respect to such Released Claims Reserve.

- (iv) Any payment of Litigation Costs to PRA L.P. from a Released Claims Reserve, pursuant to Section 5.01(c) and/or Exhibit N of the Agreement shall be made without any reduction for payment of withholding tax, except to the extent required by a change in law following the date of the Agreement or to the extent of a “determination” as defined in Code Section 1313 that such Released Claims Reserve is not treated as a grantor trust all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P.

(d) Payment of Taxes

- (i) The Payment Parties shall pay any applicable U.S. federal, state or local income tax or similar tax (including, for the avoidance of doubt, any withholding taxes and amounts subject to tax in lieu of income taxes) on such amounts allocated to them for U.S. federal income tax purposes that are attributable to any Grantor Trust Reserve Account or interest earned thereon.

Section 2.03 Grantor Trust Escrow Accounts. With respect to any Grantor Trust Escrow Account:

- (a) A separate Grantor Trust Escrow Account shall be established for payments from each Payment Party or PRA L.P., in accordance with the Agreement, or, if applicable, Section 2.01 of this Exhibit, to resolve or satisfy claims described in Treasury Regulations Section 1.468B-1(c)(2) against such Payment Party or PRA L.P., as applicable. Subject to Section 2.03(b) of this Exhibit, the Parties agree to treat each of the Grantor Trust Escrow Accounts as a QSF for all applicable U.S. federal, state and local income tax purposes, and no Party shall file any tax returns inconsistent with, or take any position inconsistent with, such treatment (whether in any audit, tax return or otherwise), unless required to do so pursuant to a change in law following the date of the Agreement or a “determination” as defined in Code Section 1313(a). For the avoidance of doubt, the preceding sentence shall not prevent PRA L.P. or the applicable Payment Party from complying with its obligations under Section 2.03(b) of this Exhibit by filing an election pursuant to Treasury Regulations Section 1.468B-1(k) with respect to the Grantor Trust Escrow Accounts and reporting for all applicable U.S. federal, state and local income tax purposes in a manner that is consistent with such election, unless PRA L.P. or such Payment Party is required to file any tax returns inconsistent with, or take any position inconsistent with, such election (whether in any audit, tax return or otherwise) pursuant to a change in law following the date of the Agreement or a “determination” as defined in Code Section 1313(a).
- (b) The applicable Parties agree to treat PRA L.P. or the applicable Payment Party, as applicable, as the sole “transferor” (within the meaning of Treasury Regulations Section 1.468B-1(d)(1)) of each

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of the Grantor Trust Escrow Accounts. PRA L.P. or the applicable Payment Party shall timely elect, pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax provisions), to treat each of the Grantor Trust Escrow Accounts as a “grantor trust,” all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P. or the applicable Payment Party, as applicable. The Involved Party shall reasonably cooperate with PRA L.P. or the applicable Payment Party, as reasonably necessary for the filing of such elections. PRA L.P. or the applicable Payment Party, as applicable, shall maintain such elections and shall not revoke any of such elections without the prior written consent of the Involved Party. PRA L.P. or the applicable Payment Party, as applicable, shall provide MDT and/or the applicable Creditor Trust with written notice of its intent to close the respective Grantor Trust Escrow Account if (i) there are no remaining funds in such account, and (ii) (x) no additional funds are required to be contributed to such account under the terms of the applicable Settlement Agreement or the Plan and PRA L.P. or (y) the applicable Payment Party determines in good faith that no additional funds are otherwise reasonably expected to be received in or revert to such account. MDT and/or the applicable Creditor Trust will have the right to raise reasonable objections to the closure of the Grantor Trust Escrow Account within thirty (30) days after receipt of such notice, in which event the Parties will negotiate in good faith to resolve such objections; provided that if no such objection is raised, and the applicable Creditor Trust does not otherwise confirm receipt of such written notice, within ten (10) days of the delivery of such notice, PRA L.P. or the applicable Payment Party shall resend such notice to the applicable Creditor Trust. PRA L.P. or the applicable Payment Party may cause the closure of the Grantor Trust Escrow Account if the MDT and/or the applicable Creditor Trust do not raise any reasonable objection within such thirty (30) day period. The terms of each Grantor Trust Escrow Account shall provide that the Class Representatives, the MDT, and/or the applicable Creditor Trusts will cooperate in good faith with PRA L.P. or the applicable Payment Party regarding any reasonable request to execute any notice required to be delivered to the escrow agent to effectuate the closure of the Grantor Trust Escrow Account.

- (c) The Sackler Parties’ Representative shall provide a written notice to MDT and/or the applicable Creditor Trust as soon as reasonably practicable prior to making any payment to any new Grantor Trust Escrow Account (and shall use commercially reasonable efforts to deliver such written notice at least thirty (30) days prior to making such payment) (i) identifying any Payment Party other than PRA L.P. that will be making the initial payment into such new account (the “Initial Payment”), (ii) stating the amount of the Initial Payment, and (iii) certifying on behalf of the applicable payor that (x) such payor shall be the sole “transferor” of the Initial Payment and any subsequent payment into such account (within the meaning of Treasury Regulations Section 1.468B-1(d)(1)) and (y) such payor (A) intends to elect, and shall elect, pursuant to Treasury Regulations Section 1.468B-1(k), to treat such Grantor Trust Escrow Account as a “grantor trust” of which such payor is the sole grantor and (B) shall comply with this Agreement and this Exhibit, [as well as provisions of Creditor Trust Agreements relating to indemnification of such Creditor Trusts and others by PRA, L.P. and any other Payment Party that will be making the Initial Payment.]² The Sackler Parties, PRA L.P. and the Sackler Parties’ Representative shall use commercially reasonable efforts to structure the arrangements with respect to each new Grantor Trust Escrow Account in a manner that would minimize the number of Payment Parties other than PRA L.P. and the amounts paid by Payment Parties other than PRA L.P. with respect to the Grantor Trust Accounts.
- (d) With respect to each of the Grantor Trust Escrow Accounts for which PRA L.P. is treated as the grantor, on or before the Plan Effective Date, PRA L.P. shall provide to the MDT and/or the applicable Creditor Trusts, and shall maintain at all times, a duly completed and executed IRS Form W-9. The Involved Party shall, and PRA L.P. hereby authorizes the Involved Party to, provide the

² **Note to Draft:** subject to further discussion.

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taxpayer identification number of PRA L.P. to all payors to such Grantor Trust Escrow Account, pursuant to Treasury Regulations Section 1.671-4(b)(2)(i)(A), for withholding or information reporting purposes. PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to such Grantor Trust Escrow Accounts for U.S. federal (and any applicable state or local) income tax purposes on its income tax return. The Parties agree that the Involved Party shall use commercially reasonable efforts to furnish PRA L.P. with the statement described in Treasury Regulations Section 1.671-4(b)(2)(ii)(A) with respect to such Grantor Trust Escrow Account by July 20th after the end of each applicable tax year (and in any event, shall furnish such statement by [August 31st]) and that the Involved Party shall not be required to file any type of return with the Internal Revenue Service pursuant to Treasury Regulations Sections 1.671-4(b)(2)(i)(A) and 1.671-4(b)(2)(ii)(B) with respect to such Grantor Trust Escrow Account. Any payment from such Grantor Trust Escrow Accounts to PRA L.P. pursuant to the Agreement shall be made without any reduction for payment of withholding tax, except to the extent required by a change in law following the date of the Agreement or to the extent of a “determination” as defined in Code Section 1313 that such Grantor Trust Escrow Account is not treated as a grantor trust all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P.

- (e) With respect to each of the Grantor Trust Escrow Accounts for which a Payment Party that is a United States person (as defined in Code Section 7701(a)(30)) is treated as the grantor, on or before the Plan Effective Date the applicable Payment Party shall provide to the Involved Party, and shall maintain at all times, a duly completed and executed IRS Form W-9. The Involved Party shall, and the applicable Payment Party hereby authorizes the Involved Party to, provide the taxpayer identification number of the applicable Payment Party to all payors to such Grantor Trust Escrow Account, pursuant to Treasury Regulations Section 1.671-4(b)(2)(i)(A), for withholding or information reporting purposes. The applicable Payment Party shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to such Grantor Trust Escrow Accounts for U.S. federal (and any applicable state or local) income tax purposes on its income tax return. The Parties agree that the Involved Party shall use commercially reasonable efforts to furnish the applicable Payment Party with the statement described in Treasury Regulations Section 1.671-4(b)(2)(ii)(A) with respect to any Grantor Trust Escrow Account by July 20th after the end of each applicable tax year (and in any event, shall furnish such statement by [August 31st]) and that the Involved Party shall not be required to file any type of return with the Internal Revenue Service pursuant to Treasury Regulations Sections 1.671-4(b)(2)(i)(A) and 1.671-4(b)(2)(ii)(B) with respect to any Grantor Trust Escrow Account. Any payment from such Grantor Trust Escrow Accounts to the applicable Payment Party pursuant to the Agreement shall be made without any reduction for payment of withholding tax, except to the extent required by a change in law following the date of the Agreement or to the extent of a “determination” as defined in Code Section 1313 that such Grantor Trust Escrow Account is not treated as a grantor trust all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P.
- (f) With respect to each of the Grantor Trust Escrow Accounts for which a Payment Party that is not a United States person (as defined in Code Section 7701(a)(30)) is treated as the grantor, the applicable Payment Party shall provide to the Involved Party prior to the formation of such Grantor Trust Escrow Account and from time to time as required under applicable law (including due to the lapse of time or change in circumstances) or as otherwise reasonably requested by the Involved Party, and shall maintain at all times, a duly completed and executed IRS Form W-8. Each of such Grantor Trust Escrow Accounts shall comply with its applicable tax reporting and withholding obligations pursuant to the Code and Treasury Regulations, including the requirement under Treasury Regulations Section 1.671-4(a) to file a separate statement attached to IRS Form 1041

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that reports all items of income, deduction, and credit treated as owned by the grantor (the “Grantor Statement”).³ The applicable Payment Party shall prepare (or cause to be prepared) the Grantor Statement, and shall use commercially reasonable efforts to deliver a draft of such statement to the Involved Party for its review by July 20th after the end of each applicable tax year (and in any event, shall furnish such statement by [August 31st]).⁴ The Parties shall cooperate and consult with each other to finalize such statement, and thereafter the Involved Party shall cause such statement to be duly and timely filed with the IRS.

- (g) Subject to PRA L.P. and the relevant Payment Party providing and keeping up to date a duly completed and executed IRS Form W-9 or W-8 (with respect to a Grantor Trust Escrow Accounts that is a grantor trust for tax purposes for which a Payment Party that is not a United States person (as defined in Code Section 7701(a)(30)) is treated as the grantor) at all times and in each case in compliance with the provisions of this Exhibit addressing the delivery of such forms, each escrow agreement with respect to a Grantor Trust Escrow Account shall provide that the trustee shall pay to or at the direction of PRA L.P. or the applicable Payment Party any amounts determined pursuant to this Exhibit or any Settlement Agreement to be payable to or at their direction, in each case, as set forth in the written instruction of PRA L.P. or the applicable Payment Party; provided that if any such escrow agreement (or any escrow agent) with respect to any Grantor Trust Escrow Account requires a joint instruction, then the applicable counterparty (the MDT and/or the relevant Creditor Trust) shall cooperate in good faith with PRA L.P. or the applicable Payment Party regarding any reasonable request to execute written instruction to effect the foregoing at the written request of PRA L.P. or the Sackler Parties’ Representative.
- (h) The Payment Parties shall pay any applicable U.S. federal, state or local income tax or similar tax (including, for the avoidance of doubt, any withholding taxes and amounts subject to tax in lieu of income taxes) on such amounts allocated to them for U.S. federal income tax purposes that are attributable to any Grantor Trust Escrow Account.

Section 2.04 Escrow Accounts Generally.

- (a) Notwithstanding anything in this Agreement or Exhibit to the contrary, for the avoidance of doubt, the arrangements referred to in Section 2.01 of this Exhibit with respect to Opt-Out Escrow Accounts and the arrangements with respect to the Direct Claim Retained Payment Escrow are between the applicable Creditor Trusts, the Payment Parties and the Sackler Parties’ Representative and, notwithstanding the inclusion in this Exhibit, the MDT shall have no involvement or obligations with respect to such arrangements, the Opt-Out Escrow Accounts or the Direct Claim Retained Payment Escrow.
- (b) If at any time under the terms of any Escrow Account, amounts are required to be paid to any Payment Party, such Payment Party may direct such payment to instead be paid to the MDT as a

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prepayment of Settlement Payment Obligations of such Payment Party's Payment Group. Any such prepayment shall be applied consistent with the Agreement.

ARTICLE III. TAX MATTERS

Section 3.01 Tax Cooperation.⁵

- (a) PRA L.P. and each applicable Payment Party shall timely provide to the MDT, the Grantor Trust Accounts, and/or the Creditor Trusts, as applicable any statements required pursuant to Treasury Regulations Section 1.468B-3(e) in respect of any transfer from the Grantor Trust Accounts to the MDT and/or the Creditor Trusts, as applicable, and attach a copy of such statements to its timely filed (taking into account any applicable extensions) income tax return for the taxable year in which any transfer is made from the Grantor Trust Accounts to the MDT and the Creditor Trusts, as applicable.
- (b) Subject to the provisions of this Exhibit Z, the Involved Party (other than, in each case, any Creditor Trust, any Opt-Out Escrow Account or any Direct Claim Retained Payment Escrow) shall (and/or, as necessary, the Involved Party shall cause the terms of each Grantor Trust Escrow Account to require the applicable escrow agent to) provide PRA L.P. or the applicable Payment Party information available to the Involved Party that is reasonably requested in writing by PRA L.P. or the applicable Payment Party and that is reasonably needed by such Person with respect to tax reporting regarding the Grantor Trust Accounts. Such reasonable requested information shall be provided at least on a semi-annual basis, and may include, to the extent available to such Involved Party, the provision of a cash ledger, bank statements, and other reasonably requested documentation/information containing the following (as applicable):
 - (i) the amount of any claims paid out of the Creditor Trust PRA Non-Participating Claims Reserves;
 - (ii) the amount of any funds moved from the Creditor Trust PRA Non-Participating Claims Reserves to the Released Claims Reserves;
 - (iii) the amount of earnings generated in the [Grantor Trust Accounts];
 - (iv) the amounts of earnings released from the Grantor Trust Accounts;
 - (v) the amount of any funds released from the Grantor Trust Accounts other than to PRA L.P., along with the recipient(s) (including amounts to cover expenses); and
 - (vi) the amount of any funds released from the Special Operating Reserve or Released Claims Reserves to PRA L.P. to pay Litigation Costs (e.g., RCR Litigation Cost Advances and SOR Litigation Cost Advances).

For the avoidance of doubt and notwithstanding anything to the contrary in this Exhibit Z, MDT shall have no obligations hereunder with respect to tax information and cooperation requirements regarding any Creditor Trust PRA Non-Participating Claims Reserves, any Released Claims Reserves, the Opt-Out Escrow Accounts and/or any Direct Claim Retained Payment Escrow and such obligations shall be satisfied by Creditor Trusts and/or Opt-Out Escrow Accounts (and their respective Involved Parties), as applicable, solely to the extent provided in Section 4.09 of the Agreement and Section 3.01(d) of this Exhibit Z.

- (c) Notwithstanding anything to the contrary herein, in the Agreement, or in any Exhibit thereto, except for and subject to Section 3.01(d) of this Exhibit, the aggregate annual out-of-pocket expenses incurred collectively by the MDT (by itself or by or on behalf of), the Special Operating Reserve,

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and any applicable Grantor Trust Escrow Account in connection with providing cooperation pursuant to Section 3.01(b) or otherwise on tax matters of the Shareholder Released Parties under the Agreement (including all Exhibits thereto, but excluding the expressly agreed requirements set forth in Section 4.08 of the Agreement) shall not exceed \$15,000 in total (combined). The applicable Party shall use [commercially reasonable] efforts to timely notify the Sackler Parties' Representative in writing before the MDT (by itself or by or on behalf of), the Special Operating Reserve and/or any applicable Grantor Trust Escrow Account incur such annual out-of-pocket expenses that are reasonably expected to exceed \$15,000 in the aggregate. PRA L.P. and the applicable Payment Parties shall be responsible for, and shall reimburse MDT, the Special Operating Reserve and the applicable Grantor Trust Escrow Account and hold them harmless for (or, at the election of MDT, the Special Operating Reserve and/or the applicable Grantor Trust Escrow Account, shall advance to such party) amounts of such reasonable out-of-pocket expenses, if any, in excess of such \$15,000 aggregate limitation.

- (d) Notwithstanding anything else to the contrary herein, the Agreement or any Exhibit thereof, (including Section 3.01(c) of this Exhibit), the Parties agree that the Creditor Trusts, Opt-Out Escrow Accounts and Direct Claim Retained Payment Escrow (and their respective Involved Parties) shall have no obligations hereunder with respect to tax information and cooperation requirements regarding the Grantor Trust Accounts except to the extent provided in Section 4.09 of the Agreement for (a) periodic forwarding, not more frequently than every three months, of applicable bank statements, or (b) solely at the applicable trustee's election, such other reporting as provides the Sackler Parties' Representative with substantially similar relevant information as appears in such bank statements, in each case, which the applicable trustee may redact (or cause to be redacted) to exclude information that it considers not reasonably necessary for the Shareholder Released Parties' Tax reporting. PRA L.P. and the applicable Payment Parties shall be responsible for, and shall reimburse the Creditor Trusts, Opt-Out Escrow Accounts and Direct Claim Retained Payment Escrow and hold them harmless for (or, at the election of the Creditor Trust, Opt-Out Escrow Accounts or Direct Claim Retained Payment Escrow, shall advance to such Creditor Trust, Opt-Out Escrow Accounts, or Direct Claim Retained Payment Escrow), any amounts of out-of-pocket expenses relating to the delivery of any such information or cooperation. For the avoidance of doubt and notwithstanding anything to the contrary in this Exhibit, the Creditor Trusts, the Opt-Out Escrow Accounts and Direct Claim Retained Payment Escrow shall not be treated as an Involved Party under this Exhibit with respect to any tax information and cooperation requirements except as stated above in this Section 3.01(d)).
- (e) In addition:
 - (i) For purposes of this Section 3.01, out-of-pocket expenses shall not include ordinary overhead and internal administrative expenses (whether incurred directly or through agents) that would have been incurred whether or not cooperation pursuant to Section 3.01 occurred.
 - (ii) [Except to the extent the term hereof expressly allocate costs to be borne by a Person other than PRA L.P. or the Payment Parties, PRA L.P. and each Payment Party shall be [joint and severally] responsible for all costs and expenses (including Losses) described in this Exhibit to the extent incurred because of, arising out of, or reasonably attributable to the Grantor Trust Account(s) for which such Person is the taxpayer.⁶ If PRA L.P. or any Payment Party pays any such Loss on

⁶ **Note to Draft:** remedies relating to breaches of Exhibit Z payment obligations are subject to further discussion.

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behalf of another Payment Party (or PRA L.P., as applicable), the payor shall be entitled to prompt reimbursement by the person(s) on whose behalf such payment was made.]⁷

Section 3.02 Distributions of Income; Tax Distributions. Subject to the terms of the Definitive Documents:

- (a) Each of the Grantor Trust Reserve Accounts shall pay to MDT or the relevant Creditor Trust, as applicable, an amount equal to all income earned by such Grantor Trust Reserve Account since the later of (i) the date such Grantor Trust Reserve Account was formed and (ii) the last date on which such Grantor Trust Reserve Account made a payment pursuant to this paragraph, on an agreed upon date, no less frequently than quarterly, without any deduction, set-off or withholding. Such payments to the Creditor Trusts shall be additional funding to such trusts.
- (b) The Involved Party will cause the terms of each Grantor Trust Escrow Account to provide for the payment of Grantor Trust Escrow Account Tax Distributions to each Tax Distribution Eligible Payment Party. Grantor Trust Escrow Account Tax Distributions shall be paid to each Tax Distribution Eligible Payment Party on a quarterly basis at least five (5) Business Days before each date prescribed by the Code for an individual to pay quarterly installments of estimated income tax; provided, however, that no later than fifteen (15) Business Days prior to any such due date, the PRA L.P. or the Sackler Parties' Representative shall furnish to the Involved Party a certificate (substantially in the form attached hereto as Exhibit Z-1), prepared by a third party tax advisor such as North Bay Associates, TXP Services, Inc. or Revinova in good faith and consistent with prior practices, setting forth an estimated amount and calculation in reasonable detail of Grantor Trust Escrow Account Tax Distributions to be paid for such quarter, which calculation shall, (i) for the avoidance of doubt, take into account any deductions that are available to such Tax Distribution Eligible Payment Party with respect to any payments made pursuant to this Agreement by such Tax Distribution Eligible Payment Party (or by any of its disregarded entities) and any Grantor Trust Escrow Account Tax Distributions on a cumulative basis and (ii) be reduced by any prior deductions that were available to such Tax Distribution Eligible Payment Party that were not previously taken into account pursuant to clause (i) of this Section 3.02(b).

Section 3.03 Other Tax Considerations.

- (a) Investments in any Grantor Trust Account shall be limited to debt obligations that are expected to qualify for the portfolio interest exemption (determined without regard to any condition for such exemption that depends on the tax characteristics of the recipient, a recipient's residency for tax purposes or its relationship to the payor) under the Code and Treasury Regulations or, in the discretion of the MDT and/or the Creditor Trust that is the potential recipient of funds that ultimately are not paid to the applicable Payment Party or PRA L.P., short-term interest, bank deposit interest, open-ended money-market or treasury funds consistent with Debtors' historical cash management practices (as described more fully in Dkt No. 480), or other obligations qualifying for another exemption from US federal withholding tax.
- (b) PRA L.P. and each Payment Party shall not claim any deduction pursuant to Code Section 162 with respect to any amount paid to a Grantor Trust Account unless and until such Grantor Trust Account makes a payment to the MDT or a Creditor Trust, as applicable, or to the extent of a "determination" as defined in Code Section 1313 that such Grantor Trust Account is not treated as a grantor trust all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P. or the applicable Payment Party, as applicable.

⁷ **Note to Draft:** subject to further discussion.

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- (c) Notwithstanding anything to the contrary herein, in the Agreement or any Exhibit thereof, or any Plan Document, but subject to Section 3.03(f) of this Exhibit, PRA L.P. and each applicable Payment Party shall be liable for and shall indemnify and hold the MDT, each Creditor Trust and each Grantor Trust Reserve Account and each of their respective directors, members, shareholders, partners, officers, agents, representatives, professionals, and employees (together, the “Trust Indemnified Parties” and each a “Trust Indemnified Party”) harmless to the fullest extent permitted by law from and against any liability, claim, reasonable cost or expense, Taxes or other loss (each, a “Loss”) resulting from or otherwise relating to (including, for the avoidance of doubt, as a result of any payment hereunder), without duplication, the following claims; provided, however, that no indemnification shall apply to a Trust Indemnified Party to the extent that a [court of competent jurisdiction finally determines that the Loss resulted from a Trust Indemnified Party’s negligence in its material failure to comply with its obligations under this Exhibit and such material failure is the proximate cause of the Loss]⁸: (i) any claim by a Governmental Authority that the MDT, any Grantor Trust Reserve Account or a Creditor Trust, or its Trustee as applicable, owes any Taxes in respect of the income earned by any Grantor Trust Reserve Account, provided that (A) MDT (and no other Creditor Trust) shall be liable in such case for income Taxes (but excluding, for the avoidance of doubt, any interest, penalties, addition to tax or any withholding tax) in respect to income earned by the Special Operating Reserve but only to the extent there is cash remaining in the MDT to pay such Taxes, and (B) MDT (and no other Creditor Trust) shall be responsible for its out-of-pocket costs and expenses (other than Taxes) incurred in connection with a Governmental Authority challenging the Intended Tax Treatment with respect to the Special Operating Reserve up to a maximum amount of \$150,000 in the aggregate, (ii) any claim by a Governmental Authority that the MDT, any Grantor Trust Reserve Account, a Creditor Trust or its Trustee failed to withhold or pay any Taxes in connection with any payment (including deemed payment) to PRA L.P. from or with respect to amounts in any Grantor Trust Reserve Account, and (iii) any other claim by a Governmental Authority arising out of or related to, in whole or in part, any Grantor Trust Reserve Account or the creation of such account, including but not limited to a Tax Contest or Tax Litigation ((i), (ii) and (iii) collectively, “Governmental Authority Reserve Claims”). PRA, L.P. and each Payment Party shall promptly pay or, if the MDT, each Creditor Trust and/or each Grantor Trust Reserve Account elects in its sole discretion to pay any Losses resulting from or otherwise relating to any Governmental Authority Reserve Claims, PRA L.P. and each Payment Party shall reimburse such Person for such Losses, and shall, in each case, indemnify and hold each of the Trust Indemnified Parties harmless from and against any such Losses. Subject to Section 3.03(f) of this Exhibit, PRA L.P. shall pay to MDT, the applicable Grantor Trust Reserve Account and/or the applicable Creditor Trust any such amounts within 7 Business Days following the delivery of a written notice to the Sackler Parties’ Representative setting forth in reasonable detail the applicable amounts; provided, however, that no Taxes shall be payable by PRA L.P. or any Payment Party until the date that is twenty (20) calendar days prior to the date payment thereof is required by applicable law in order to avoid interest and penalties (and any a portion of any subsequent refund received by the applicable Creditor Trust and each Grantor Trust Reserve Account (together with any interest and other additional amounts included in the refund) shall be returned to the indemnifying parties based on the amount they paid, net of any expenses incurred to secure such refund).
- (d) Notwithstanding anything to the contrary herein, in the Agreement or any Exhibit thereof or any Plan Document, but subject to Section 3.03(f) of this Exhibit, [PRA L.P. and each applicable

⁸ **Note to Draft:** subject to further discussion.

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Payment Party]⁹ shall be [jointly and severally liable]¹⁰ for and shall indemnify and hold the Trust Indemnified Parties harmless from and against its own share of Losses resulting from or otherwise relating to (including for the avoidance of doubt, as a result of any payment hereunder), without duplication, the following claims; provided, however, that no indemnification shall apply to a Trust Indemnified Party to the extent that a court of competent jurisdiction finally determines that the Loss resulted from a Trust Indemnified Party's [negligence in its material failure] to comply with its obligations under this Exhibit and such material failure is the proximate cause of the Loss: (i) any claim by a Governmental Authority that the MDT, a Grantor Trust Escrow Account, or a Creditor Trust or Trustee, as applicable, owes any Taxes in respect of the income earned by any Grantor Trust Escrow Account, (ii) any claim by a Governmental Authority that the MDT, any Grantor Trust Escrow Account or a Creditor Trust or Trustee failed to withhold or pay any Taxes in connection with any payment (including deemed payment) to PRA L.P. or an applicable Payment Party from or with respect to amounts in any Grantor Trust Escrow Account, and (iii) any other claim by a Governmental Authority arising out of or related to a Grantor Trust Escrow Account, including but not limited to a Tax Contest or Tax Litigation ((i), (ii) and (iii) collectively, "Governmental Authority Escrow Claims"). (c) PRA, L.P. and each Payment Party shall promptly pay or, if the MDT, each Creditor Trust and/or each Grantor Trust Escrow Account elects in its sole discretion to pay any Losses resulting from or otherwise relating to any Governmental Authority Escrow Claims, PRA L.P. and each applicable Payment Party shall reimburse such Person for such Losses, and shall, in each case, indemnify and hold each of the Trust Indemnified Parties harmless from and against any such Losses. Subject to Section 3.03(f) of this Exhibit, PRA L.P. or the applicable Payment Party shall pay to MDT, the applicable Grantor Trust Escrow Account or the Creditor Trust any such amounts within 7 Business Days following the delivery of a written notice to the Sackler Parties' Representative setting forth in reasonable detail the applicable amounts; provided, however, that no Taxes shall be payable by PRA L.P. or the applicable Payment Party until the date that is twenty (20) calendar days prior to the date payment thereof is required by applicable law in order to avoid interest and penalties (and a portion of any subsequent refund (together with any interest and other additional amounts included in the refund) shall be returned to the indemnifying parties based on the amount they paid), net of any expenses incurred to secure such refund).

- (e) If any Governmental Authority challenges in writing the Intended Tax Treatment, including by way of a demand, claim, or notice of commencement of a claim, proposed adjustment, assessment, audit, dispute, examination or other proceeding, in each case in writing (a "Tax Contest"), the Party subject to such Tax Contest shall use commercially reasonable efforts to timely provide MDT, the relevant Creditor Trust and/or the Sackler Parties' Representative with a written notice as to the commencement of such Tax Contest (a "Tax Contest Notice"), provided that the failure to deliver such Tax Contest Notice shall not limit the right of any Trust Indemnified Party to receive any payment or otherwise be reimbursed for, or indemnified against, any Loss hereunder.¹¹
- (f) Notwithstanding anything to the contrary herein, in the Agreement or any Exhibit thereof or any Plan Document:
 - (i) The decision to defend against any Tax Contest or pursue any litigation related to the Tax treatment or status of Escrow Accounts or Grantor Trust Accounts ("Tax Litigation"), in each case, involving MDT, any Grantor Trust Account and/or any Creditor Trust, including any Governmental Authority Reserve Claims or Governmental Authority Escrow Claims, shall,

⁹ **Note to Draft:** subject to further discussion.

¹⁰ **Note to Draft:** subject to further discussion.

¹¹ Note to Draft: ability to obtain notices from Creditor Trusts under review.

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subject to Section 3.03(f)(ii), be in the sole discretion of the MDT, applicable Grantor Trust Account, applicable Creditor Trust or Trustee, as applicable, and such decision shall be communicated to the Sackler Parties' Representative within twenty (20) calendar days after receiving a Tax Contest Notice or statutory notice of deficiency, as applicable.

- (ii) To the extent that the MDT, applicable Grantor Trust Account, applicable Creditor Trust or Trustee elects to defend against such Tax Contest or pursue such Tax Litigation, and such Tax Contest or Tax Litigation could reasonably be expected to result in a payment, reimbursement or indemnity obligation of PRA L.P. or any Payment Party hereunder, the MDT, applicable Grantor Trust Account, and/or applicable Creditor Trust, as applicable, (A) shall not settle or compromise such Tax Contest or Tax Litigation without the prior written consent of the Sackler Parties' Representative (which consent shall not be unreasonably withheld, conditioned or delayed); (B) shall seek to resolve the Tax Contest or Tax Litigation in good faith and consider in good faith any comments provided by the Sackler Parties' Representative in connection with the settlement or compromise of such Tax Contest or Tax Litigation; and (C) shall keep the Sackler Parties' Representative reasonably informed as to any material developments and events concerning such Tax Contest or Tax Litigation.
- (iii) To the extent that the MDT, applicable Grantor Trust Account, applicable Creditor Trust or Trustee elects not to defend against such Tax Contest or pursue such Tax Litigation, the Sackler Parties' Representative and the applicable Payment Parties shall be allowed, subject to the conditions set forth below, to assume and control the conduct, defense, and resolution of such Tax Contest or Tax Litigation (at their own cost and expense) that could reasonably be expected to result in a payment, reimbursement or indemnity obligation of PRA L.P. or any Payment Party hereunder, provided that the Sackler Parties' Representative and the applicable Payment Parties: (A) shall deliver a written notice to the MDT, the applicable Grantor Trust Account and/or applicable Creditor Trust of their assumption of such Tax Contest or Tax Litigation which notice shall include an acknowledgment of their responsibility for indemnification and reimbursement from and against all Losses pursuant to this Exhibit, (B) shall not settle or compromise such Tax Contest or Tax Litigation without the prior written consent of the MDT, applicable Grantor Trust Account and/or applicable Creditor Trust (which consent shall not be unreasonably withheld, conditioned or delayed), (C) shall seek to resolve the Tax Contest or Tax Litigation in good faith and consider in good faith any comments provided by the MDT, applicable Grantor Trust Account and/or applicable Creditor Trust in connection with the settlement or compromise of such Tax Contest or Tax Litigation, and (D) shall keep the MDT, applicable Grantor Trust Account and/or applicable Creditor Trust reasonably informed as to any material developments and events concerning such Tax Contest or Tax Litigation.
- (g) For the avoidance of doubt, neither MDT, any applicable Grantor Trust Account and/or any Creditor Trust or Trustee shall be required by the terms of this Exhibit Z to [litigate] with any Governmental Authority that challenges the intended tax treatment contemplated herein, notwithstanding any references herein or otherwise in the Agreement to "determination" as defined in Code Section 1313(a).
- (h) To the extent there is a change in Tax law that impacts the Intended Tax Treatment of the Grantor Trust Accounts described herein, if such change in Tax law materially and adversely impacts the Intended Tax Treatment of the Grantor Trust Accounts, the Parties shall negotiate in good faith to amend the Agreement as necessary to reach a compromise that places the Parties in the substantially similar economic position they would have been in had there been no change in Tax law; provided, however, that none of the Parties shall be obligated to provide economic concessions following such a change in Tax law as part of those negotiations and if such amendments cannot be negotiated

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prior to the delivery of the next Payment Computations Notice, the Parties shall continue to perform under the Agreement and any Exhibits thereof subject to compliance with applicable requirement resulting from such change in Tax law.

- (i) [Notwithstanding any provision herein to the contrary, the Trust Indemnified Parties shall be entitled to obtain advances from PRA, L.P and the Payment Parties to cover their reasonable expenses of defending themselves in any action, proceeding or audit brought against them as a result of the acts and omissions, actual or alleged, of a Trust Indemnified Party in any way relating to or arising from the Grantor Trust Reserve Accounts.]¹²
- (j) This Section of Exhibit Z shall not be amended, revised or modified in any manner that could reasonably be expected to be materially adverse to any Trust Indemnified Party, unless the Trustee of the corresponding Creditor Trust or Creditor Trusts provides prior written consent to such amendment, revision or modification. The rights to indemnification under this Section are not exclusive of other rights that any Trust Indemnified Party may otherwise have under the Plan, the Confirmation Order, or at law or in equity, including, without limitation, common law rights to indemnification or contribution. This Section shall survive the termination, resignation or removal of any Trust Indemnified Party from the capacity for which they are indemnified and termination of the Trust Agreement, and shall inure to the benefit of the Trust Indemnified Parties' heirs and assigns.
- (k) Each of the Payment Parties acknowledges and agrees that each of the Creditor Trusts, their respective Trustees, the Grantor Trust Accounts and all other Trust Indemnified Parties are intended third-party beneficiaries of the provisions of this Exhibit Z, entitled to enforce the terms hereof against PRA, L.P. and the Payment Parties as if they were parties hereto.

¹² **Note to Draft:** subject to further discussion.

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**EXHIBIT Z-1
TO
MASTER SETTLEMENT AGREEMENT

(MODEL TEMPLATE)**

Calculation of Quarterly Grantor Trust Escrow Account Tax Distribution

[Name of Tax Distribution Eligible Payment Party ("TDEPP")]

_____ Estimated amount of annual taxable interest income arising from ownership of Grantor Trust Escrow Account by TDEPP

_____ Estimated amount of IRC section 162 deduction, if any, available to TDEPP, pursuant to Section 3.03(b) of Exhibit Z, including any prior deduction claimed by TDEPP but not taken into account in computing Grantor Trust Escrow Account Tax Distributions

_____ Estimated amount of net annual taxable interest income arising from ownership of Grantor Trust Escrow Account by TDEPP

_____ Tax Distribution Eligible Portion*

_____ Applicable tax rate**

_____ Tax distributions received by TDEPP for prior quarters of relevant tax year

_____ Quarterly tax distribution payable

*This should equal 100% for all B-side Payment Parties and 50% for PRA L.P.

**Highest marginal U.S. federal, state, and local income tax rate for the taxable period applicable to a U.S. citizen who is a resident of the State of Connecticut, taking into account the character of the income and the deductibility, as applicable, of U.S. state and local taxes.

EXHIBIT A-27

Exhibit AA to the MSA

MMCL SETTLEMENT AGREEMENT

BY AND AMONG

THE MASTER DISBURSEMENT TRUST,

MUNDIPHARMA MEDICAL COMPANY LIMITED

AND

EACH OF THE PARTIES LISTED ON EXHIBIT A HERETO.

[REDACTED], 2025

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MMCL SETTLEMENT AGREEMENT

THIS MMCL SETTLEMENT AGREEMENT (together with all exhibits and annexes hereto, this “Agreement”), dated as of [REDACTED], 2026, is entered into by and among (i) the MDT (as defined below), (ii) Mundipharma Medical Company Limited (“MMCL”), and (iii) each of the parties listed on Exhibit A hereto (collectively, the “Debtors” and, together with the MDT and MMCL, the “Parties” and each, a “Party”).

RECITALS

WHEREAS, on September 15, 2019, the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), thereby commencing chapter 11 cases jointly administered under the caption *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (SHL) (the “Bankruptcy Cases”);

WHEREAS, the Official Committee of Unsecured Creditors (the “UCC”), on behalf of the Debtors, sought and obtained standing to assert certain claims (the “Debtors’ Proposed Claims”) against MMCL and various other IACs, as set forth in a draft complaint filed by the UCC on September 6, 2024 (D.I. 6685-3), as it may be amended from time to time (the “UCC Complaint”);

WHEREAS, MMCL and the other IACs dispute the merits of the Debtors’ Proposed Claims, and the UCC has refrained from initiating formal proceedings on such claims while participating in settlement discussions overseen by court-appointed mediators in the Bankruptcy Cases;

WHEREAS, those court-supervised mediation efforts have resulted in various proposed settlements, including this settlement (this “Settlement”), which, subject to approval by the Bankruptcy Court, would resolve the Debtors’ Proposed Claims and other disputes;

WHEREAS, in resolution of the Debtors’ Proposed Claims against MMCL and the other IACs and their respective Subsidiaries pursuant to this Settlement, MMCL, for itself and for the benefit of the other IACs and their respective Subsidiaries, has agreed to pay the Settlement Amount (as defined below) to the MDT on the Settlement Effective Date, solely on its own behalf and in its own interests and not on behalf of its direct or indirect equity owners, each of whom is separately resolving the Debtors’ Proposed Claims asserted against them; and

WHEREAS, MMCL is entering into this Settlement to avoid the delay, expense, inconvenience, and uncertainty of further litigation, and to ensure that the Debtors’ Proposed Claims against it, the other IACs and their respective Subsidiaries are fully, finally, and definitively resolved by and against it, the other IACs and their respective Subsidiaries;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1.
DEFINITIONS**

Section 1.01 Definitions.

As used in this Agreement, the following terms have the following meanings:

“Bankruptcy Cases” has the meaning set forth in the recitals.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Business Day” means any day other than a Saturday, a Sunday or any other day which is a federal holiday.

“Code” means the Internal Revenue Code of 1986, as amended (including any successor statute).

“Debtors” has the meaning set forth in the recitals.

“Debtors’ Proposed Claims” has the meaning set forth in the recitals.

“Estate(s)” means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

“Estate Releases” means the releases provided pursuant to Section 10.7(a) of the Plan.

“Final Order” has the meaning set forth in the Plan.

“Governmental Authority” means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Person and any court or other tribunal and including any arbitrator and arbitration panel).

“IAC” means an entity or Person set forth on Exhibit D to this Agreement (as it may be updated from time to time to conform to any parallel changes to Exhibit E-1 (IACs) to the Reference Agreement).

“IAC Released Parties” means MMCL, the other IACs, their respective Subsidiaries, and their respective directors, officers, managers (including any equivalent roles), and employees (in each case, solely in their capacity as such), but only to the extent that any such person or entity qualifies as a “Shareholder Released Party” under the Plan; *provided, however*, that the following shall not constitute IAC Released Parties:

- (i) each member of a Family Group set forth on Exhibit C to the Reference Agreement;
- (ii) each of the Payment Parties set forth on Exhibit A and Exhibit C to the Reference Agreement;
- (iii) each of the Designated Shareholder Released Parties set forth on Exhibit T to the Reference Agreement; and

(iv) each of the Assuring Parties, including those set forth on Exhibit K to the Reference Agreement.

“Master Disbursement Trust” means the “Master Disbursement Trust” defined in the Plan.

“MDT” shall mean (i) prior to the Plan Effective Date, the Debtors and (ii) beginning on and following the Plan Effective Date, the Master Disbursement Trust.

“MMCL” has the meaning set forth in the preamble.

“Notices Addendum” has the meaning set forth in Section 6.01.

“Party” and “Parties” have the meanings set forth in the preamble.

“Person” means an individual, trust, estate of a deceased individual, corporation, partnership, limited liability company, association or other entity or organization, including a Governmental Authority.

“PI Trust” has the meaning set forth in the Plan.

“Plan” means the *Fourteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 7911] (including all appendices, exhibits, schedules and supplements thereto, as the same may be amended or modified from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules and the terms thereof).

“Proceeding” means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority.

“QSF” means a “qualified settlement fund” within the meaning of Section 1.468B-1 et seq. of the QSF Regulations.

“QSF Regulations” means the Treasury Regulations promulgated under Section 468B of the Code.

“Reference Agreement” means the “Master Shareholder Settlement Agreement” defined in the Plan.

“Settlement” has the meaning set forth in the recitals.

“Settlement Amount” means \$150,000,000.00.

“Settlement Effective Date” has the meaning set forth in Section 4.01.

“Subsidiary” means, with respect to any Person, a corporation, partnership, joint venture, limited liability company or other entity (i) of which a majority of the shares or securities or other equity or ownership interests having ordinary voting power for the election of directors, managers, or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time directly or indirectly beneficially owned by such Person, or (ii) the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

“Treasury Regulations” means the regulations promulgated from time to time under the Code (including any successor regulations).

“UCC” has the meaning set forth in the recitals.

Section 1.02 Interpretative Provisions.

(a) The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(c) Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Reference Agreement.

(d) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import.

(f) The use of the word “or” shall not be exclusive.

(g) The word “will” shall be construed to have the same meaning and effect as the word “shall.”

(h) The word “party” shall, unless the context otherwise requires, be construed to mean a party to this Agreement. Any reference to a party to this Agreement or any other agreement or document contemplated hereby shall include such party’s estate, legal and personal representatives, successors and permitted assigns.

(i) All references to “\$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(j) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(k) A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefore and all rules, regulations and statutory instruments issued or related to such legislation.

(l) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. No prior draft of this Agreement nor any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parol evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernable from a reading of this Agreement without consideration of any extrinsic evidence. Although the same or similar subject matters may be addressed in different provisions of this Agreement, the Parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision

shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

ARTICLE 2. SETTLEMENT PAYMENT AND RELEASE

Section 2.01 Settlement Payment; Release

(a) The Parties each acknowledge and agree that (i) the Parties have entered into this Agreement and agreed to the Settlement to avoid the delay, expense, inconvenience, and uncertainty of further litigation and (ii) this Agreement memorializes MMCL's obligation to pay the Settlement Amount as consideration for the Settlement of the Debtors' Proposed Claims against MMCL, the other IACs and their respective Subsidiaries.

(b) On the Settlement Effective Date, MMCL shall pay the Settlement Amount to the Master Disbursement Trust. Such payment shall constitute full and complete satisfaction of any payment obligation of MMCL under the Plan, this Agreement and the Settlement.

(c) Following the Settlement Effective Date and upon the Master Disbursement Trust's receipt of the Settlement Amount in accordance with this Agreement or the Reference Agreement, as applicable, the Estate Releases granted to the IAC Released Parties shall be fully effective, final, irrevocable and unconditional.

(d) MMCL shall have no obligation to make any other payment under this Agreement or otherwise in connection with the Plan.

(e) All payments made to the Master Disbursement Trust pursuant to this Section 2.01 shall be made by wire transfer of immediately available funds to the account set forth on Exhibit B (or such other account(s) of the Master Disbursement Trust as may be designated by the Master Disbursement Trust to MMCL in accordance with Section 6.01 at least ten (10) Business Days prior to the Settlement Effective Date). The Parties will determine appropriate funds flow mechanics to ensure timely receipt of funds.

(f) The Parties expressly acknowledge and agree that the Settlement Amount shall be paid exclusively by MMCL on its own behalf and not on behalf of, or for the benefit of, any of MMCL's direct or indirect equity owners. No portion of the Settlement Amount shall be deemed, construed or otherwise treated as a contribution, indemnification or reimbursement by or on behalf of any other Person.

(g) The MDT and the Debtors agree that the Settlement Amount shall, upon receipt by the MDT, be distributed by the MDT to the PI Trust (as defined in the Plan).

ARTICLE 3. TAX MATTERS

Section 3.01 Qualified Settlement Funds; Forms W-8 or W-9. All Parties agree to treat the Master Disbursement Trust and the PI Trust as QSFs, and all Parties shall report consistently with the foregoing for all applicable U.S. federal income or other Tax purposes. Accordingly, all parties acknowledge and agree notwithstanding anything to the contrary in this Agreement that (i) the Settlement Amount is intended to be treated as amounts transferred to a QSF by, or on behalf of, a "transferor" within the meaning of the QSF Regulations to resolve or satisfy a liability for which the QSF is established, and (ii) the actual or deemed payment or reimbursement of an amount by Master Disbursement Trust or the PI Trust, if any, is intended to be permitted hereunder solely for claims that are either of the same type as the

claims for which Master Disbursement Trust and the PI Trust are established or of another type that arises from the same event or related series of events for which Master Disbursement Trust and the PI Trust are established within the meaning of QSF Regulations 1.468B-1(h)(2).

(b) On or before the Settlement Effective Date, MMCL shall cause its regarded parent, Mundipharma Medical Company, to provide MDT with a properly completed and validly executed IRS Form W-8 (or any successor form), and MDT shall provide MMCL with a properly completed and validly executed IRS Form W-9 (or any successor form). Each of MMCL and the MDT agrees that if the IRS Form W-8 or W-9 (or any successor form) previously delivered expires or becomes obsolete or inaccurate in any respect, it shall promptly provide the other party with a properly completed and validly executed IRS Form W-8 or W-9 (or any successor form).

ARTICLE 4. EFFECTIVENESS AND TERMINATION

Section 4.01 Effectiveness of Agreement. Subject to the condition precedent that each of the representations and warranties made by MMCL hereunder shall be true and correct in all material respects on the Settlement Effective Date, this Agreement shall be effective simultaneously with the occurrence of the Settlement Effective Date under the Reference Agreement and the term “Settlement Effective Date” as used in this agreement shall be the “Settlement Effective Date” under the Reference Agreement.

Section 4.02 Termination. This Agreement shall terminate and be of no further force or effect if the Reference Agreement is terminated for any reason prior to the Settlement Effective Date.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF MMCL

MMCL represents and warrants to the MDT that the following statements are true and correct as of the Settlement Effective Date:

Section 5.01 Formation and Power.

(a) MMCL is duly formed, validly existing, and in good standing (or equivalent status under applicable law) under the laws of its jurisdiction of formation, with full power and authority to enter into and perform its obligations under this Agreement.

(b) MMCL is duly qualified and authorized to do business and in good standing (or equivalent) in each jurisdiction where such qualification is required for the ownership, lease, or operation of its properties or the conduct of its business.

(c) MMCL holds all requisite governmental licenses, authorizations, consents, and approvals necessary to operate its business as currently conducted, except where the absence thereof would not materially adversely affect its ability to perform its obligations under this Agreement.

Section 5.02 Authority; Enforceability

(a) The execution, delivery, and performance of this Agreement by MMCL have been duly authorized by all requisite action. No other proceedings on the part of MMCL are necessary to authorize its execution, delivery, or performance of this Agreement.

(b) This Agreement has been duly executed and delivered by MMCL and constitutes a valid and binding obligation, enforceable against MMCL in accordance with its terms, subject to applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and general equitable principles.

Section 5.03 No Contravention. The execution, delivery, and performance of this Agreement by MMCL do not: (a) contravene its organizational documents; (b) violate any applicable law; (c) violate any contractual restriction binding on MMCL or its assets; or (d) conflict with or result in a breach of any order or approval of any Governmental Authority applicable to MMCL; in each case, except as would not materially adversely affect MMCL's ability to perform its obligations under this Agreement.

ARTICLE 6. MISCELLANEOUS

Section 6.01 Notices. All notices, requests and other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail, postage prepaid, (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery), or (d) on the date delivered if sent by email (with confirmation of delivery), in each case, addressed as provided in Exhibit C (the "Notices Addendum").

Notices and other communications sent shall be deemed to have been given when received unless otherwise provided in this Section 6.01; provided that if such notice or other communication is not received during the normal business hours of the recipient, such notice or communication shall be deemed to have been received at the opening of the business on the next Business Day for the recipient. Each of the Parties may change its notice address provided for in the Notices Addendum by notice to the other Party.

Section 6.02 Entire Agreement; Severability; Amendments and Waivers.

(a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

(b) Except as provided in Section 6.02(c), if any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

(c) No failure or delay by any Party in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(d) Any provision of this Agreement or the exhibits hereto may be amended or waived only in a writing signed by MMCL and the MDT.

(e) This Agreement is a "Settlement Agreement" under the Reference Agreement and does not amend, expand or modify any person's rights, obligations or remedies under the Reference Agreement or the Plan. Nothing herein expands or otherwise modifies the definition of "Shareholder Released Parties" in the Reference Agreement, the definition of "Shareholder Release Snapback Parties" in the Plan, or the

MDT's remedies in the event of any breach of the Reference Agreement or the Plan, including any Release Remedy.

Section 6.03 Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties hereto and their respective successors and assigns, except as otherwise expressly set forth herein.

(b) MMCL may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the MDT. Any purported assignment of this Agreement in violation of this Section 6.03(b) shall be null and void ab initio.

Section 6.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law that would require the application of the laws of any other jurisdiction.

Section 6.05 Jurisdiction; Contested Matter.

(a) Except as otherwise set forth in this Agreement, the Parties agree that any Proceeding seeking to enforce any provision of, or based on a matter arising out of or in connection with, this Agreement shall be brought in the Bankruptcy Court, and each of the Parties hereby irrevocably consents for such purpose to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) or, in the event the Bankruptcy Court does not have or accept such jurisdiction, in any federal court sitting in the Southern District of New York and any appellate court therefrom or, in the event such federal court does not have or accept jurisdiction, a New York State court and any appellate court therefrom in any such Proceeding. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in this Section 6.05(a) shall be deemed effective service of process on such Party. For the avoidance of doubt, nothing in this Section 6.05(a) shall prevent any Party from initiating a Proceeding in any relevant jurisdiction to enforce any order, ruling or judgment of any of the courts above.

(b) The Parties agree that any Proceeding arising under, related to, or in connection with this Agreement, including any action seeking specific performance of any provision of this Agreement or declaratory judgment concerning this Agreement, shall be heard and determined by the Bankruptcy Court as a contested matter under Rule 9014 of the Federal Rules of Bankruptcy Procedure. With respect to such Proceeding, each Party agrees to (i) submit to the jurisdiction of the Bankruptcy Court, (ii) consent to the authority of the Bankruptcy Court to enter Final Orders or judgments, and (iii) waive and not advance any argument that such dispute is or must be adjudicated as an adversary proceeding governed by Part VII of the Federal Rules of Bankruptcy Procedure or that the Bankruptcy Court is an improper or inconvenient forum or venue. Any Party to such Proceeding shall be permitted to request that the Bankruptcy Court adjudicate such dispute on an expedited basis, and all other Parties shall consent to such expedited adjudication.

Section 6.06 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.07 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement, subject to the provisions of Article 4.

[Signature Page Follows]

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

[MDT]

By: _____
Name:
Title:

MUNDIPHARMA MEDICAL COMPANY LIMITED

By: _____
Name:
Title:

[Debtor 1]

By: _____
Name:
Title:

[Debtor 2]

By: _____
Name:
Title:

[Debtor 3]

By: _____
Name:
Title:

EXHIBIT A

The Debtors

EXHIBIT B

MDT Wire Transfer Instructions

EXHIBIT C

Notices Addendum

EXHIBIT D

List of IACs

EXHIBIT A-28

Annex A to the MSA

ANNEX A
A-SIDE PAYMENT GROUPS 1, 2, 3, 5, 6, 7

ARTICLE I.
DEFINITIONS

Section 1.01 Settlement Agreement. Capitalized terms used herein and not defined herein have the meanings ascribed to such terms in the Settlement Agreement to which this Annex A is attached.

Section 1.02 Defined Terms. As used in this Annex A, the following terms shall have the meanings specified below:

“Account Bank” means a financial institution in the United States acting as a deposit bank or securities intermediary, as applicable, in respect of a Cash Collateral Account, which financial institution is reasonably satisfactory to the MDT.

“Asset HoldCo” means each intermediate holding company wholly owned by a Second Tier Obligor as set forth as such in the Security Documents on the Settlement Effective Date, and each other wholly owned Person thereafter formed or acquired by a Second Tier Obligor to make and hold investments in third parties on behalf of and for the benefit of such Second Tier Obligor, in each case together with their successors and assigns. For the avoidance of doubt, the term “Asset HoldCo” shall exclude Excluded Asset HoldCos.

“Bermuda Pledge Agreements” means the Bermuda law-governed Pledge Agreements, each dated as of the Settlement Effective Date or thereafter, entered into by each Asset HoldCo organized under the laws of Bermuda, each Second Tier Obligor that is the direct parent thereof and the MDT as the Secured Party thereunder, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Cash Collateral Accounts” means the deposit or securities accounts, which shall be (i) maintained by an Obligor in the United States with an Account Bank, (ii) funded on or before the Settlement Effective Date with the Initial Cash Collateral Amount or established and funded following the Settlement Effective Date, pursuant to Section 2.02, and (iii) subject to one or more Control Agreements.

“Cash Collateral Account Pledgors” means Rosetta Trust, ISL 2010 Family Trust and ISL 2011 Family Trust, and any other, if any, Obligor funding a Cash Collateral Account following the Settlement Effective Date.

“Cash Equivalents” means (a) U.S. dollars, (b) securities issued or fully guaranteed or insured by (i) (A) the United States of America or (B) the United Kingdom, Canada or a member state of the European Union or (ii) any agency or instrumentality of any thereof that has a combined capital and surplus and undivided profits of not less than \$500,000,000, in each case (other than clause (i)(A)) having maturities of not more than one year from the date of acquisition thereof, (c) time deposits, certificates of deposit or bankers’ acceptances maturing within 270 days of the date of acquisition thereof of any commercial bank having capital and surplus in excess of \$500,000,000 (or the foreign currency equivalent thereof as of the date of such investment), (d) money market instruments, commercial paper or other short-term obligations maturing within 270 days of the date of acquisition thereof rated at least F2 or the equivalent thereof by Fitch, at least P-2 or the equivalent thereof by Moody’s or at least A-2 or the equivalent thereof by S&P (or, if at such time none is issuing ratings, a comparable rating of another nationally recognized rating agency) and (e) any mutual fund that has (i) invested at least 75% of its assets in (A) the investments referred to in clauses (a) through (d) of this definition of Cash Equivalents or

(B) debt securities or debt instruments or preferred stock with a rating equal to or higher than A (or the equivalent) by Fitch, A2 (or the equivalent) by Moody's or A (or the equivalent) by S&P (or, if at such time none is issuing ratings, a comparable rating of another nationally recognized rating agency) and (ii) net assets of not less than \$250,000,000.

"Collateral" means all "Collateral" (or similar or equivalent term) (as defined in any Security Document and shall include all assets and property, whether real, personal or mixed, whether now owned or hereafter acquired and wherever located, with respect to which a Lien is granted (or required, intended or purported to be granted) as security for any Obligation pursuant to any Security Document, including all proceeds and products thereof. It is understood and agreed that the Collateral shall consist of substantially all of the assets of the Second Tier Obligors (including all the Equity Interests held by Second Tier Obligors in Asset HoldCos and the Cash Collateral Accounts, if applicable for such Payment Group), whether now owned or hereafter acquired, and all proceeds and products of the foregoing, other than Excluded Property.

"Confession of Judgment" has the meaning set forth in Section 3.06.

"Control Agreement" means a deposit account control agreement, a blocked account control agreement, or a securities account control agreement (as applicable) in the form required by the applicable Account Bank and otherwise in form and substance reasonably acceptable to the MDT and the Secured Party, executed by the applicable Cash Collateral Account Pledgor, the Secured Party and the applicable Account Bank in respect of a Cash Collateral Account, and pursuant to which the Secured Party is granted "control" (as such term is described in Section 9-104 of the UCC) of such Cash Collateral Account, and its first-priority security interest in and Lien on such Cash Collateral Account and the Collateral held therein to secure the Obligations (excluding the IAC Sale Bonus) of the applicable Group is perfected in accordance with this Annex A and the Security Documents, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Disposition" shall mean, with respect to any property or asset, any conveyance, sale, lease, sublease, assignment, transfer or other disposition (including by way of merger or consolidation and including any sale and leaseback transaction) of such property or asset, including by means of a merger, consolidation, division or similar transaction, and the terms **"Dispose," "Disposed"** and **"Disposing"** shall have meanings correlative thereto.

"Distribution" means with respect to any Second Tier Obligor, any Disposition, payment or distribution to, or for the use or benefit of, any beneficiary of such Obligor (including to or for the use or benefit of such beneficiary but excluding any direct payment made by a Second Tier Obligor for its own benefit such as a payment for services rendered to it by an unrelated third-party), whether in cash, securities or other property and including any appointment of property in further trust for the benefit of any one or more of them. Any Disposition, payment or distribution made by a Second Tier Obligor to a third party to provide goods or services to one or more beneficiaries of the Second Tier Obligors (including Litigation Costs) shall be deemed to be a Distribution for all purposes hereunder.

"Distribution Condition" means, as to any relevant transaction (or series of related transactions) by a Second Tier Obligor, with respect to its Group, (i) the aggregate Remaining Amount of such Group is less than or equal to \$75,000,000, and (ii) the sum of (y) the Value of cash and Cash Equivalents held by the Second Tier Obligors in such Group (including, for the avoidance of doubt, any cash and Cash Equivalents held in Cash Collateral Accounts or in Asset HoldCos) and (z) 67% of the Value of the other Collateral of the Second Tier Obligors of such Group on a pro forma basis after giving effect to such transaction or series of transactions (and after giving effect to any Liens with respect to such Collateral and any indebtedness of the Second Tier Obligors) (and after reducing such value by the amount of any

penalties or interest proposed in a “30 Day Letter” from the IRS (or other similar letter from the IRS or a state taxing authority) with respect to a Listed Transaction or, if less, the amount that remains unresolved or unpaid) is equal to or greater than the Remaining Amount. Prior to entering into any transaction in reliance on the Distribution Condition, the applicable Obligor shall deliver to the MDT (i) a certificate certifying pro forma compliance with the Distribution Condition and (ii) a written certification by an Independent Financial Advisor as to pro forma compliance with the Distribution Condition and stating the aggregate Collateral Value in such Group on a pro forma basis after giving effect to such transaction or series of related transactions (and after giving effect to any Liens with respect to such Collateral and any indebtedness of the Second Tier Obligors). Notwithstanding anything to the contrary set forth in this Annex A, the Distribution Condition shall no longer apply to a Group with a Cash Collateral Account if such Group’s aggregate Cash Collateral Account Value is greater than such Group’s Remaining Amount.

“**Domestic Asset HoldCos**” means the Asset HoldCos organized under the Laws of the United States, any State thereof, any territory thereof or the District of Columbia.

“**Effective Date Net Asset Report**” means the net asset report delivered pursuant to Section 6.01(h) on or about the Settlement Effective Date, in form consistent with prior net asset reports delivered by Huron Consulting Group with respect to the Payment Groups, setting forth the net asset Value of the Obligors as of the Financial Information Record Date.

“**Enforcement Event**” means the occurrence of a Specified Breach by the applicable Group permitting the Secured Party to exercise the Payment Remedy and related remedies under Section 9.02(a)(ii)(A) of the Settlement Agreement with respect to such Group; provided that the MDT continues to be permitted to exercise such remedies pursuant to Section 9.02(a) of the Settlement Agreement and has not elected Option 2 pursuant to such 9.02(a)(ii)(B).

“**Excluded Asset HoldCo**” means each Asset HoldCo defined in the Security Documents as an “Excluded Asset HoldCo.”¹

“**Excluded Property**” means:

- (a) Equity Interests in the Excluded Asset HoldCos;
- (b) Any property the pledge of which or security interest therein is prohibited by applicable Law and any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest therein would be prohibited or restricted thereby, in each case except to the extent such prohibition or restriction is unenforceable after giving effect to applicable anti-assignment provisions under the UCC or any other applicable Law and excluding any proceeds or products thereof;
- (c) Any lease, license or other agreements (other than organizational documents of the Second Tier Obligors or the Asset HoldCos) to the extent that a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto or a default thereunder, in each case except to the extent such violation, invalidation or termination right is unenforceable after giving effect to applicable anti-assignment provisions under the UCC or any other applicable Law and excluding any proceeds or products thereof; provided that any such provision in any lease, license or other agreement was not entered into after the Settlement Effective Date with the purpose of excluding such asset from the Collateral;

¹ NTD: A list of Excluded Asset HoldCos to be provided.

(d) Any property the pledge of which or security interest in which would reasonably be expected to give rise to a material tax liability, as reasonably determined by the applicable Second Tier Obligor or Third Tier Obligor in consultation with its or their tax advisors and excluding any proceeds or products thereof; provided that the aggregate value of the property of each Group subject to this exclusion shall not exceed \$5,000,000 at any time without the consent of the MDT (such consent not to be unreasonably withheld or delayed); and

(e) In the case of any Security Document governed by non-U.S. Law, customary exclusions in such jurisdiction that are set forth in the applicable Security Document.

provided that, notwithstanding the foregoing, (x) in no event shall the Equity Interests of any Asset HoldCo (for the avoidance of doubt, excluding any Excluded Asset HoldCo), the Cash Collateral Accounts, or any proceeds or products of each of the foregoing items in clauses (a) through (e) above constitute “Excluded Property” and (y) at such time as the prohibitions or restrictions in clauses (a) through (e) above cease to apply to any property, or shall otherwise be remedied, whether by contract, change of Law or otherwise (as applicable), such property shall immediately cease to be Excluded Property, and any security interest that would otherwise be granted herein or under the Security Documents shall attach immediately to such property, or to the extent severable, to the applicable portion of such property.

“**Existing Related Party Loans**” means loans in existence on the Financial Information Record Date and disclosed in the Effective Date Net Asset Report, and any extensions of the maturity date thereof; provided that (i) the terms of such extended loans are on substantially the same terms (which, in the case of economic terms, shall be no less favorable to the Second Tier Obligor, Third Tier Obligor or Asset HoldCo (as applicable) party thereto) as in effect on the Financial Information Record Date, (ii) the outstanding principal amount of such extended loans shall not exceed the aggregate principal amount of such loans outstanding on the Financial Information Record Date plus any accrued and unpaid interest outstanding on such extension date, (iii) the final maturity date of such extended loans is not sooner than the final maturity date of such loans existing on the Financial Information Record Date, and (iv) such extended loans do not provide for any additional guarantees or Liens not already provided as of the Financial Information Record Date.

“**Financial Information Record Date**” means, [].²

“**Fourth Tier Obligor**” means Theresa Sackler.

“**Group**” means, individually or collectively, as the context may require, Group 1, Group 2, Group 3, Group 5, Group 6, Group 7.

“**Group 1**” means the Payment Group identified as A-Side Payment Group 1 (excluding the A-Side General Obligors) on Exhibit A to the Settlement Agreement.

“**Group 2**” means the Payment Group identified as A-Side Payment Group 2 (excluding the A-Side General Obligors) on Exhibit A to the Settlement Agreement.

“**Group 3**” means the Payment Group identified as A-Side Payment Group 3 (excluding the A-Side General Obligors) on Exhibit A to the Settlement Agreement.

² NTD: To be confirmed.

“Group 5” means the Payment Group identified as A-Side Payment Group 5 (excluding the A-Side General Obligors) on Exhibit A to the Settlement Agreement.

“Group 6” means the Payment Group identified as A-Side Payment Group 6 (excluding the A-Side General Obligors) on Exhibit A to the Settlement Agreement.

“Group 7” means the Payment Group identified as A-Side Payment Group 7 (excluding the A-Side General Obligors) on Exhibit A to the Settlement Agreement.

“Indebtedness for Borrowed Money” of any Person means, as of any date of determination, all of the following: (i) all indebtedness of such Person for borrowed money; (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments; (iii) all obligations of such Person under finance or capital leases; (iv) all indebtedness of others with respect to obligations referred to in (i) to (iii) above, guaranteed in any manner, directly or indirectly, by such Person; (v) all indebtedness of others with respect to obligations referred to in (i) to (iv) above secured by a Lien on any asset owned by such Person (whether or not such indebtedness is assumed by, or is a personal obligation of, such Person), provided that the amount of such indebtedness in this clause (v) will be the lesser of: (a) the fair market value of such asset at such date of determination and (b) the amount of such indebtedness of such other Person; and (vi) all net reimbursement obligations of such Person with respect to letters of credit, foreign currency sale agreements and bankers’ acceptances, except such as are obtained by such Person to secure performance of obligations (other than for borrowed money or similar obligations).

“Independent Financial Advisor” means (i) a financial advisor selected by a Second Tier Obligor from the financial advisors listed on Exhibit M attached to the Settlement Agreement or (ii) solely to the extent the applicable Second Tier Obligor (directly or indirectly) is unable to engage any such independent financial advisor set forth in clause (i) of this definition, any other independent financial advisor reasonably acceptable to the MDT.

“Initial Cash Collateral Amount” means (i) with respect to Group 2, cash or Cash Equivalents with a fair market value of not less than \$98,000,000 as of the Settlement Effective Date, (ii) with respect to Group 3, cash or Cash Equivalents with a fair market value of not less than \$44,000,000 as of the Settlement Effective Date, and (iii) with respect to Groups 1, 5, 6 and 7, if any such Group elects to create any Cash Collateral Accounts, the fair market value of the cash and Cash Equivalents in such Group’s Cash Collateral Accounts as of the date of creation of such Cash Collateral Accounts.

“IRS” means the United States Internal Revenue Service.

“Jersey Security Agreements” means the Jersey law-governed Security Agreements, each dated as of the Settlement Effective Date or thereafter, entered into by each Second Tier Obligor and the MDT as the Secured Party thereunder (and acknowledged by any Asset HoldCo organized under the Laws of Jersey or the British Virgin Islands, as applicable), as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Listed Transaction” means (x) a “listed transaction” identified as such by the IRS under Section 6707A(c)(2) of the Internal Revenue Code and Treasury Regulation Section 1.6011-4(b)(2) as of the date of the Settlement Agreement or (y) a “listed transaction” identified as such by the IRS under such provisions after the date of the Settlement Agreement that is substantially comparable to the type of abusive tax shelter transactions that the IRS has previously identified as “listed transactions” as of the date of the Settlement Agreement, in each case unless the IRS has delisted the transaction.

“Material Adverse Effect” means, with respect to a Group, a material adverse effect on (a) the business, assets or financial condition, in each case, of such Group, (b) the rights and remedies (taken as a whole) of the Secured Party under the Settlement Agreement and the Security Documents (taken as a whole) relating to such Group, (c) the ability of such Group under the Settlement Agreement to satisfy its payment Obligations under the Settlement Agreement and the Security Documents or (d) the Collateral of such Group, taken as a whole.

“Net Investment Returns” means investment returns, if any, on assets of the Second Tier Obligors within a Group when taken as a whole (including offsetting gains or losses of one Second Tier Obligor with the gains or losses of another Second Tier Obligor within the same Group), representing a net realized dollar for dollar increase in the aggregate Value of such investment returns since the Settlement Effective Date that have not otherwise been distributed by such Second Tier Obligors and as further reduced by the sum of (i) any withdrawals with respect to Taxes pursuant to Section 2.02 and (ii) the amount of any penalties or interest proposed in a “30 Day Letter” from the IRS (or a similar letter from the IRS or a state taxing authority) with respect to a Listed Transaction or, if less, the amount that remains unresolved or unpaid.

“Obligors” means, collectively, the Second Tier Obligors, Third Tier Obligors and Fourth Tier Obligors, and each individually, an “Obligor.”

“Perfection Certificate” means, as to each Second Tier Obligor pledging Collateral, a certificate in the form attached hereto as Exhibit A, as supplemented pursuant to Section 2.06 or Section 3.01(b), or as otherwise amended or modified from time to time at the request of the Secured Party to require the provision of additional information reasonably necessary to ensure due perfection under the laws of additional jurisdictions.

“Personal HoldCo” means, if applicable, a holding company of the Payment Group 2 Third Tier Obligor as set forth as such in the applicable Security Documents on the Settlement Effective Date.

“Protected Information” means (a) any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure is prohibited by Law or binding agreement not entered into primarily for the purpose of rendering information as Protected Information hereunder, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which any Obligor owes confidentiality obligations to any third party, (b) any counterparty information, including the names of counterparties (other than information of any member of a Family Group or other Related Party that is not of the type described in clauses (a) or (c) of this definition) and (c) any personal identifying information (including addresses, telephone numbers, government identification numbers or tax identification numbers) and any information protected by General Data Protection Regulation 2016/679 or comparable laws in the European Union, the United Kingdom or the United States.

“Remaining Amount” means, with respect to a Payment Group, as of any date of determination, the remaining amount owed under the Settlement Agreement (assuming the maximum amount that may be owed by such Payment Group under the Settlement Agreement and Security Documents), excluding any amount, if any, owed with respect to the IAC Sale Bonus Payment.

“Second Tier Obligors” means the members of each Group identified as Second Tier Obligors on Schedule I attached to this Annex A (each of which is a Jersey law governed trust), together with any successors or assigns.

“Secured Party” means each of (i) the MDT and each of its successors and permitted assigns and (ii) any agent, trustee or other representative or designee (including one or more Subsidiaries or other entities of the MDT formed to carry out its duties and obligations under the Security Documents) authorized or appointed to hold any security interest in or Lien on, or take possession or control of, any Collateral on behalf of and for the benefit of itself and any person described in clause (i) above.

“Security Documents” means, as to each Group and in each case as applicable, the Jersey Security Agreements, the Bermuda Pledge Agreements, the U.S. Pledge Agreements, any Control Agreement, any uncertificated securities control agreements and each of the other security agreements, pledge agreements and other instruments and documents, and each of the supplements thereto, executed and delivered pursuant to this Annex A or otherwise in order to grant or purport to grant a Lien on any assets to secure the Obligations of such Group under the Settlement Agreement or under which rights or remedies with respect to such Liens are governed.

“SOR Fronting Cap” means, with respect to each Group, \$25,000,000. Notwithstanding the foregoing, (i) in no event shall any SOR Fronting Payment by an Obligor exceed its Group’s pro rata share (based on the liabilities attributable to such Group, as compared to liabilities attributable to all A-Side Payment Groups pursuant to the applicable judgment) of 95% of the remaining A-Side Priority Limit, (ii) in the event any Related Person (other than another Second Tier Obligor) pledges replacement assets concurrently with an SOR Fronting Payment, the SOR Fronting Cap shall be increased in an amount equal to the Value (at the time of the applicable SOR Fronting Payment) of such replacement pledged assets, and (iii) the SOR Fronting Cap may be further increased or waived with the prior written consent of the MDT. For the avoidance of doubt, if a Group has joint and several liability under the applicable judgment, the liabilities attributable to such Group under (i) above shall be the full liability of the applicable judgment, provided, that the aggregate amount of all such SOR Fronting Payments for all Groups related to such judgment shall not exceed the amount necessary to pay such judgment.

“SOR Fronting Payment” has the meaning set forth in Section 4.02(g).

“Third Tier Obligors” means the members of each Group identified as Third Tier Obligors on Schedule I attached to this Annex A.

“UCC” shall mean the Uniform Commercial Code or any successor provision thereof (or similar code or statute) as in effect from time to time in any applicable state or jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“U.S. Pledge Agreements” means the New York law-governed Pledge Agreements, each dated as of the Settlement Effective Date or thereafter, entered into by (i) each Domestic Asset HoldCo, each Second Tier Obligor that is a direct parent thereof and the MDT as the Secured Party thereunder, as the same may be amended, restated, supplemented or otherwise modified from time to time and (ii) if applicable, any Personal HoldCo, the Payment Group 2 Third Tier Obligor, and the MDT as the Secured Party thereunder, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Value” means, with respect to any asset as of any date of determination, the value as determined in accordance with Section 1.05.

Section 1.03 Interpretative Provisions. For the avoidance of doubt, the rules of construction set forth in Section 1.02 of the Settlement Agreement shall apply *mutatis mutandis* to this Annex A.

Section 1.04 Division. For all purposes under this Annex, in connection with any division or plan of division under Delaware Law or any comparable event under a different jurisdiction’s Laws or, in the case of a trust, any

division, appointment or other event under the terms of its governing instrument or otherwise causing property of a trust to be held in one or more trusts separate from the original trust, as applicable: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person and (b) if any new Person comes into existence, such new person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests or, in the case of a new trust, to have been formed on the first date of the acceptance in trust of any property thereof by any trustee thereof.

Section 1.05 Valuation Methodology. It is understood and agreed that for purposes of preparing the financial statements and other reporting described in this Annex A and determining compliance with any covenant or condition contained in this Annex A (including with respect to the Value of the Collateral and the Distribution Condition), asset valuations shall be determined in all material respects in a manner that is reasonably consistent with the valuation methodologies used to prepare the Effective Date Net Asset Report and in accordance with this Section 1.05. Notwithstanding the foregoing, (i) all asset valuations shall exclude any contingent liabilities (including tax liabilities and inchoate claims, but, for the avoidance of doubt, guarantees of Indebtedness for Borrowed Money shall be counted in the determination of asset values) and, for the avoidance of doubt, any claims for refunds of estimated taxes that might be payable to a Second Tier Obligor but for an election under Section 643(g) of the Internal Revenue Code to treat the payment of such estimated taxes made by the Second Tier Obligor as a payment of estimated taxes made by the Second Tier Obligor's beneficiary or beneficiaries, (ii) the Second Tier Obligors may exclude any asset in their sole discretion when calculating compliance with the Distribution Condition, (iii) with respect to the valuation of assets consisting of Equity Interests that are listed or quoted for trading on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, OTC Bulletin Board or any other national securities exchange, the "value" thereof shall be based on the arithmetic average of the closing price of a share of such Equity Interests for the ten (10) consecutive trading days on which shares of such Equity Interests traded immediately preceding the date of determination and (iv) all asset valuations shall exclude the Obligations under the Settlement Agreement. In determining asset valuation as of any date of determination, other than in the case of cash, cash equivalents or other assets for which market quotations are readily available and may be determined on such date of determination, the Second Tier Obligors and Third Tier Obligors and any Independent Financial Advisor shall use the asset valuation for the applicable assets as of the end of the most recently ended fiscal quarter for which financial statements are available as of such date of determination or, if no such quarterly valuation exists, then the most recent valuation used by the trustees of the Second Tier Obligors to maintain the Second Tier Obligors' books and records[or the Third Tier Obligor to maintain the Personal HoldCo's books and records].

ARTICLE II. COLLATERAL MATTERS

Section 2.01 Security; Security Documents.

(a) As credit support for, and to secure the prompt payment and performance of, the Obligations of each Group under the Settlement Agreement, (i) each Second Tier Obligor in each Group shall, on or before the Settlement Effective Date, grant a perfected first priority security interest in and Lien on all of its right, title and interest in the Collateral of such Second Tier Obligor in favor of and for the benefit of the Secured Party (including, without limitation, where applicable, 100% of the Equity Interests of each Asset HoldCo and the Cash Collateral Accounts) and (ii) the Payment Group 2 Third Tier Obligor that is pledging their ownership interest in the Personal HoldCo shall, on or before the Settlement Effective Date, grant a perfected first priority security interest in and Lien on all of such

Obligor's right, title and interest in the ownership interests of such Personal HoldCo in favor of and for the benefit of the Secured Party. For the avoidance of doubt, any reference to "perfected" or "perfection" in this annex shall refer to the specific procedures set forth in Section 2.01(c) and Section 2.02(a) below.

(b) Without limiting the generality of clause (a) of this Section 2.01, on the Settlement Effective Date, the Secured Party shall have a perfected first priority security interest in and Lien on the Equity Interests of each Asset HoldCo[and the Personal HoldCo], which Asset HoldCos[and the Personal HoldCo] shall have and own assets with a fair market Value, when taken together with the assets of all other Asset HoldCos owned by Obligor in the same Group, equal to or greater than the amount set forth on Schedule II hereto with respect to each such Group.

(c) Subject to the rights of the Secured Party under Sections 4.01 and 4.02, the security interests and Liens created in respect of the Collateral shall be created and perfected, (y) in the case of each Second Tier Obligor: (i) under the laws of Jersey by the execution by the applicable trustees of the Jersey Security Agreements or a security agreement under the laws of such other jurisdiction of organization of a Second Tier Obligor, (ii) by the filing of a UCC financing statement in Washington, D.C. (in the case of trustees located in Jersey) or the State of Wyoming (in the case of trustees located in Wyoming), or such other appropriate jurisdictions necessary or desirable to perfect the security interests granted by a Second Tier Obligor, (iii) in the case of the security interest in the Equity Interests of a Domestic Asset HoldCo (or any Asset HoldCo organized under the Laws of a jurisdiction in which the perfection of a first priority security interest in such Equity Interests may be obtained by the possession or control of certificated securities or other instruments) represented by certificated securities or other instruments, by the delivery to the Secured Party of such certificates or other instruments representing the Equity Interests of such Asset HoldCo, together with stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank, (iv) in the case of the security interest in the Equity Interests of a Domestic Asset HoldCo in the form of uncertificated securities under Article 8 of the UCC, by the execution of an uncertificated securities account control agreement, (v) in the case of the security interest in the Equity Interests of an Asset HoldCo (other than a Domestic Asset HoldCo), also under the Laws of the jurisdiction of organization of such Asset Holdco by execution of a security agreement governed by the Laws of such jurisdiction (or, in the case of an Asset HoldCo organized under the Laws of Jersey or the British Virgin Islands, the related Jersey Security Agreement) or (if applicable) a supplement to any existing security agreement and, where applicable, by registration or other filings or recordings required by applicable Law, and (vi) in the case of the security interests in the Equity Interests of a Domestic Asset HoldCo, by execution of a U.S. Pledge Agreement (or supplement thereto), in each case, in such form and such manner as shall be agreed by the applicable Second Tier Obligor and the Secured Party and their legal counsel in the relevant jurisdictions, and (z) if applicable, in the case of the Payment Group 2 Third Tier Obligor's Equity Interests in the Personal HoldCo (i) represented by certificated securities or other instruments, by the delivery to the Secured Party of such certificates or other instruments representing the Equity Interests of such Personal HoldCo, together with stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank, or (ii) represented by uncertificated securities under Article 8 of the UCC, by the execution of an uncertificated securities account control agreement, together with the filing of a UCC financing statement in such appropriate jurisdictions.

(d) Each Second Tier Obligor shall promptly and duly take, execute, acknowledge and deliver (and shall cause each of the Asset Holdcos owned by such Second Tier Obligor to cause to be promptly and duly taken, executed, acknowledged and delivered) such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and this Annex A (including, but not limited to, if applicable, making U.S. or non-U.S. filings and entry into U.S. or non-

U.S. security agreements, pledge agreements or other documents or instruments), including such actions necessary to establish, create, preserve, protect, perfect, and maintain perfection and priority of a first priority security interest in and Lien on the Collateral in favor of and for the benefit of the Secured Party (including after-acquired Collateral), in each case in a manner consistent with this Annex A (including Section 2.01(c) hereof), and to enable the Secured Party to exercise any and all remedies in respect thereof. Each Second Tier Obligor hereby authorizes the Secured Party to file amendments (after notice by the MDT to the applicable Second Tier Obligor of the scope and purpose of any such amendment), renewals or extensions of any UCC financing statements (or similar filings in other jurisdictions) filed in accordance with this Annex as may be necessary or appropriate to maintain its perfected first priority security interests in the Collateral, or to prevent the lapse or termination thereof. In the event of any resignation of (or notice of termination of the Control Agreement by) the Account Bank with respect to any Cash Collateral Account, the Secured Party and the applicable Cash Collateral Account Pledgor shall reasonably cooperate to promptly establish a replacement account (which shall become a Cash Collateral Account for all purposes hereunder) and Control Agreement with a replacement Account Bank. In the event such replacement account and Control Agreement shall not have been established by the date of resignation of the Account Bank and/or termination of such Control Agreement (as applicable) and the assets in the applicable Cash Collateral Account shall have been transferred to the Secured Party, the Secured Party shall hold such assets in trust for the applicable Cash Collateral Account Pledgor until the establishment of (and shall at such time transfer such assets into) such replacement Cash Collateral Account subject to a replacement Control Agreement.

(e) If applicable, the Payment Group 2 Third Tier Obligor providing a pledge of the Equity Interests of the Personal HoldCo (i) shall promptly and duly take, execute, acknowledge and deliver such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of this Annex A, including such actions necessary to establish, create, preserve, protect, perfect, and maintain perfection and priority of a first priority security interest in and Lien on the Equity Interests in the Personal HoldCo in favor of and for the benefit of the Secured Party, in each case in a manner consistent with this Annex A (including Section 2.01(c)(z) hereof), and to enable the Secured Party to exercise any and all remedies in respect thereof, and (ii) hereby authorizes the Secured Party to file amendments (after notice by the MDT to the applicable Second Tier Obligor of the scope and purpose of any such amendment), renewals or extensions of any UCC financing statements filed in accordance with this Annex with respect to such Equity Interests of such Personal HoldCo as may be necessary or appropriate to maintain its perfected first priority security interests in such Equity Interests or to prevent the lapse or termination thereof.

Section 2.02 Cash Collateral Accounts.

(a) As additional credit support for, and to secure the prompt payment and performance of, the Obligations of the Cash Collateral Account Pledgors' respective Groups, on or before the Settlement Effective Date, the Cash Collateral Account Pledgors shall establish and fund from the assets of their Group the Cash Collateral Accounts with the applicable Initial Cash Collateral Amounts for such Group. Additionally, each Obligor may establish and fund any new Cash Collateral Accounts following the Settlement Effective Date in such Obligor's sole discretion. In furtherance of the foregoing, each Cash Collateral Account Pledgor hereby grants to the Secured Party, as collateral security for the prompt and complete payment or performance in full when due (whether by required payment, prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or any similar provision of any other bankruptcy, insolvency, receivership or other similar law) of all Obligations of such Cash Collateral Account Pledgor's Group under the Settlement Agreement, a first priority security interest in, and Lien on, all of such Cash Collateral Account Pledgor's right, title and interest in, to and

under, the applicable Cash Collateral Accounts, and all assets or amounts held therein or credited thereto, in each case, whether now owned or hereafter acquired, and all products and proceeds thereof. Such security interest and Lien of the Secured Party shall be perfected by means of entry into, and each Cash Collateral Account shall at all times be subject to, a Control Agreement with an Account Bank in favor of the Secured Party, which Control Agreements shall (i) give sole dominion and control over the Cash Collateral Accounts and all assets or amounts held therein or credited thereto to the Secured Party, (ii) provide that the applicable Obligor shall not be entitled to make withdrawals or otherwise provide direction or instructions to the Account Bank or otherwise with respect to the Cash Collateral Accounts or the assets or amounts held therein or credited thereto and (iii) be in the form required by the applicable Account Bank and in form and substance reasonably acceptable to the MDT and the Secured Party.

(b) Notwithstanding any other provisions set forth herein, the applicable Obligor shall not be permitted to (i) transfer (or direct the transfer of) the Cash Collateral Accounts or the assets or amounts held therein or credited thereto except to make investments in Cash Equivalents that are held in such Cash Collateral Account and withdrawals permitted under Section 2.03 (and for account bank fees and other reasonable and customary expenses of maintaining the Cash Collateral Accounts, excluding income Taxes other than Taxes on income from and gains on investments held therein to the extent such income or gains accrued after the later of (x) the date that is thirty (30) days prior to the Settlement Effective Date and (y) the date such assets were deposited therein) or (ii) maintain any assets in the Cash Collateral Accounts other than cash or Cash Equivalents.

Section 2.03 Withdrawals. Notwithstanding anything to the contrary set forth in this Annex A, withdrawals, payments and other transfers from the Cash Collateral Accounts shall be permitted (and effected by written instruction of the Secured Party to the applicable Account Bank in accordance with the Control Agreements) at the written direction of the applicable Cash Collateral Account Pledgor to the Secured Party (which direction shall include a certification of the satisfaction of the conditions to such withdrawal set forth in this Section 2.03), if and only to the extent (x) the Value of the assets remaining in the Cash Collateral Accounts of such Cash Collateral Account Pledgor's Group (after giving effect to such withdrawal, payment or other transfer) is not less than the Remaining Amount of such Group on such date of determination after giving effect to any withdrawn amount from the Cash Collateral Accounts on the date of determination, (y) no Specified Breach or Breach Trigger with respect to a Specified Breach has occurred and is continuing and (z) notwithstanding (x) and (y), as otherwise provided in Section 2.02(b). Upon the occurrence, and during the continuance, of an Enforcement Event with respect to the Group of any Cash Collateral Account Pledgor, notwithstanding anything to the contrary in this Section 2.03, the Secured Party may make withdrawals from the Cash Collateral Accounts and/or direct dispositions of the Cash Collateral Accounts and the assets or amounts held therein or credited thereto in accordance with the terms of the Control Agreements, the applicable Security Documents, the Settlement Agreement and applicable Law and apply such amounts as set forth in Section 7.01 below.

Section 2.04 [Reserved].

Section 2.05 Tax Matters.

(a) The Parties agree that, to the extent permitted by law, (i) the Cash Collateral Account Pledgors shall be treated as the owner of the Cash Collateral Accounts for U.S. federal income and other applicable income tax purposes and (ii) the Parties shall report consistently with such treatment on any applicable tax returns or information reports.

(b) Before the Settlement Effective Date, each Second Tier Obligor shall provide (and shall cause each Asset HoldCo owned by such Second Tier Obligor to provide) a duly completed and executed

IRS Form W-9 or Form W-8 (or any successor forms), as applicable, to the Secured Party and shall provide an updated IRS Form W-9 or Form W-8 within thirty (30) days if any certification on a previously-provided IRS Form W-9 or Form W-8 becomes incorrect or as otherwise required under applicable Law, and from time to time upon the reasonable request of the Secured Party. Each Second Tier Obligor shall provide (and shall cause each Asset HoldCo owned by such Second Tier Obligor to provide) any other tax forms or certifications that the Secured Party may reasonably request and which it is lawfully able to provide to permit the Secured Party to comply with any tax withholding or reporting requirements prescribed by applicable Law.

(c) Each Second Tier Obligor shall provide (and shall cause each Asset HoldCo owned by such Second Tier Obligor to provide) to the purchaser of any Collateral, or such purchaser's designated agent(s), upon the reasonable request of such purchaser or such purchaser's designated agent(s), (i) a duly completed and executed IRS Form W-9 or IRS Form W-8 (or any successor forms), as applicable, and (ii) any other similar tax forms or certifications that are necessary and appropriate in order to minimize amounts required to be withheld, set off or otherwise deducted for any taxes in connection with any sale of such Collateral.

Section 2.06 New Pledgor; Additional Collateral.

(a) Upon the occurrence of any event after the Settlement Effective Date that requires any Person to grant or maintain a security interest in and Lien on its assets pursuant to this Annex A or any Security Document, (x) the applicable Second Tier Obligor party to such transaction shall deliver notice to the MDT and (y) within forty-five (45) days of such event (or such longer period as may be agreed to in writing by the MDT), such Second Tier Obligor shall (and, if applicable, shall cause any new pledgor to) (I) execute and deliver to the MDT a supplemental Perfection Certificate and such other amendments or supplements to the relevant Security Documents as required thereby or such other documents or agreements required by this Annex A or any Security Document to maintain or grant to the Secured Party a security interest in and a Lien on the assets that constitute or are required to constitute Collateral and (II) take all actions to cause such security interest and Lien to be duly perfected as required by and in accordance with the Security Documents and this Annex A.

(b) Upon the acquisition of additional Equity Interests of an Asset HoldCo and/or any other assets by a Second Tier Obligor that constitute or are required to constitute Collateral (other than Excluded Property) under this Annex A or any Security Document, in each case, that are not automatically secured and perfected pursuant to the Security Documents (including filed UCC financing statements), (x) the applicable Second Tier Obligor shall deliver notice to the MDT and (y) within forty-five (45) days of such acquisition, the applicable Second Tier Obligor shall (I) execute and deliver to the MDT such amendments or supplements to the relevant Security Documents as required thereby or such other documents or agreements required by this Annex A or any Security Document to grant to the Secured Party a security interest in and a Lien on such Equity Interests and (II) take such other actions to cause such security interest and Lien to be duly perfected as required by and in accordance with the Security Documents and this Annex A (including, for the avoidance of doubt, delivery of any certificated securities or uncertificated securities control agreements, if applicable, as described in Section 2.01(c)).

(c) Upon the reasonable request of the MDT, the applicable Second Tier Obligor shall deliver opinions of counsel in connection with the transactions described in clauses (a) and (b) of this Section 2.06 and the agreements required to be executed thereby, (x) as to the corporate and/or trustee authority of the relevant Obligor to enter into such agreements, in form and substance consistent with the opinions delivered by the Obligors on the Settlement Effective Date (or otherwise reasonably acceptable to the MDT) and (y) as to the creation, perfection and enforceability of the relevant security interest with respect to the Collateral, in form and substance reasonably acceptable to the MDT.

ARTICLE III.
SECOND TIER OBLIGOR AFFIRMATIVE COVENANTS

Each Second Tier Obligor warrants, covenants and agrees with the MDT (subject to the last paragraph of Article IV) that such Second Tier Obligor shall, and shall cause each of such Second Tier Obligor's Asset HoldCos to:

Section 3.01 Financial Statements, Reports.

(a) Furnish to the MDT, within ninety (90) days following the end of each six-month period, commencing with the sixth-month period ending on the first December 31 or June 30 (as applicable) immediately following the Settlement Effective Date, (i) unaudited balance sheets of such Second Tier Obligor in a form consistent with the Effective Date Net Asset Report (with omission and/or redaction of any confidential information, proprietary information or Protected Information) including, if applicable to such Second Tier Obligor, the categories of investments or other assets consistent with the Effective Date Net Asset Report and any change in jurisdiction of any asset with a value in excess of \$10 million; (ii) a compliance certificate (substantially consistent with the form attached as Exhibit B hereto) stating that such Second Tier Obligor is in compliance with the covenants applicable to such Second Tier Obligor; (iii) a reporting describing any Distributions to, or transactions with, a Related Person during such period (with omission and/or redaction of any confidential information, proprietary information or Protected Information); and (iv) in the case of the Cash Collateral Account Pledgors, a reporting of the balance of cash and Cash Equivalents held in the Cash Collateral Accounts, in form reasonably satisfactory to the MDT;

(b) Furnish to the MDT, together with the compliance certificate delivered under Section 3.01(a)(ii) above relating to the period including December 31 of any calendar year, a certification that the Secured Party's security interests in and Liens on the Collateral remain perfected in accordance with the Security Documents as of a date not more than thirty-one (31) days prior to the date of such certificate and a supplement to the Perfection Certificate (if applicable) setting forth any change or update to the information set forth therein since the Settlement Effective Date (or the date of the last such supplement, if applicable);

(c) Furnish to the MDT prompt written notice of any change, event, effect or occurrence that would reasonably be expected to have a material adverse effect on the creation, preservation, perfection, priority or maintenance of the perfection (or validity) of the security interest granted over the Collateral, the financial condition of any Second Tier Obligor within such Group or the ability of the MDT or any other Secured Party to exercise and enforce its rights under the Security Documents with respect to such Obligor, but in any event within thirty (30) days thereof (or twenty (20) days before perfection lapses), which notice shall describe such change, event, effect or occurrence and reasonably detail the expected material adverse effect;

(d) Furnish to the MDT, in the event of any change in any Second Tier Obligor's or any Asset HoldCo's (in each case, within the Group of such Second Tier Obligor) (A) trustee(s) or the legal or organization name, (B) location of its chief executive office or principal place of business or administration (or, if applicable, in the location of the chief executive office, principal place of business or residence of any trustee of a Second Tier Obligor), (C) organizational type, (D) federal taxpayer identification number or organizational identification number, if any, or (E) jurisdiction of organization (or in the case of a trust, administration or governing law) (in each case, including by merging with or into any other entity, reorganizing, dissolving, dividing into two or more trusts, "decanting" in further trust by reason of the exercise of any power of appointment (held in a fiduciary capacity or otherwise), liquidating, reorganizing or organizing in any other jurisdiction), the applicable Second Tier Obligor shall

(x) deliver prompt written notice of such change (and in any event, at least ten (10) days prior to the occurrence) and (y) take all actions necessary to maintain (without lapse or change in priority) the validity, perfection and priority of the security interests provided for in the Security Documents and reimburse the Secured Party for any reasonable, documented, out-of-pocket costs and expenses incurred by it in connection therewith; and

(e) Make the appropriate subject matter experts available for consultation in connection with information provided under the above information covenants (including reasonably requested third-party account statements, notices, reports, appraisals, valuations or other such third-party information received by such Second Tier Obligor (with appropriate redactions of confidential information, proprietary information or Protected Information); provided that the MDT will not request consultation more than two (2) times within any 12-month period with respect to a Group, and provided further that the MDT will not request review of more than ten (10) separate third-party account statements, notices, reports, appraisals, valuations or other such third-party information in any one consultation (with appropriate redactions of confidential information, proprietary information or Protected Information).

Section 3.02 Preservation of Existence. (i) Preserve, renew and maintain its jurisdiction of administration and governing law jurisdiction as set forth in the Perfection Certificate (as may be updated from time to time subject to Section 2.06 or Section 3.01(b) and the other provisions of this Annex A) and (ii) preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization and in the case of each Asset HoldCo maintain its existence as a wholly owned Subsidiary of a Second Tier Obligor, provided that (y) any Second Tier Obligor or Asset HoldCo with less than \$10,000 in asset Value, or (z) any trustee that is not a natural person whose trusts have otherwise terminated, may dissolve or otherwise terminate its legal existence and shall not be obligated to comply with this section.

Section 3.03 Compliance with Laws. Comply with the requirements of all applicable Laws and all orders, writs, injunctions and decrees of any Governmental Authority applicable to it or its property and the administration thereof (or, to the extent applicable, the business of the trust company) except to the extent non-compliance could not reasonably be expected to have a Material Adverse Effect.

Section 3.04 Books and Records. Maintain proper books of record and account in a manner consistent with past practice in all material respects.

Section 3.05 Tax Payments. Pay and discharge promptly all Taxes before the same shall become delinquent or in default; provided that such payment and discharge shall not be required with respect to (a) Taxes being contested in good faith by appropriate proceedings as long as any such contested Taxes determined to be due shall be paid no later than the earlier of (i) sixty (60) days following the date on which such determination (within the meaning of Section 1313(a) of the Internal Revenue Code for U.S. federal income taxes and by analogy for other Taxes) becomes final and non-appealable and (ii) the date on which the relevant taxing authority has the legal right to seize, or force a sale of, the property of a Second Tier Obligor (or Asset HoldCo) in full or partial satisfaction of such contested Taxes; provided that the existence of such legal right is known, or reasonably should have been known to, the Second Tier, or (b) Taxes the non-payment of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 3.06 Tax Returns. Timely (after taking into account any applicable extensions) file all material IRS Forms 8886 (or any successor forms) and any analogous tax forms for U.S. state income tax purposes, in each case that are required by Law to be filed with respect to any transaction to which it is a party that it knew, or reasonably should have known, is a "listed transaction" identified as such by the Internal Revenue Service under Section 6707A(c)(2) of the Internal Revenue Code and Treasury

Regulation Section 1.6011-4(b)(2) (other than any such transaction described in Section 4.07(ii)) in a manner that is true, accurate and complete in all material respects.

Section 3.07 Confession of Judgment. In respect of each Second Tier Obligor, execute a confession of judgment in form and substance reasonably satisfactory to the MDT (the “**Confession of Judgment**”) with respect to the Obligations of such Second Tier Obligor under the Settlement Agreement (assuming the maximum amount that may be owed by the applicable Group of such Second Tier Obligor under the Settlement Agreement and Security Documents, but excluding any IAC Sale Bonus), together with all supplements (or, if so required, new confessions of judgment consistent in scope to the original Confessions of Judgment) that are necessary to maintain the effectiveness and validity of any such Confession of Judgment.

ARTICLE IV. SECOND TIER OBLIGOR NEGATIVE COVENANTS

Each Second Tier Obligor warrants, covenants and agrees with the MDT (subject to the last paragraph of this Article IV) that no such Second Tier Obligor shall, nor shall it cause or permit any Asset HoldCo owned by such Second Tier Obligor to:

Section 4.01 Limitations on Dispositions. Dispose of any assets or properties to any Person, whether directly or indirectly, unless such Disposition (a) is to a Second Tier Obligor in the same Group, or (b) is for reasonably equivalent value (and in the case of an in-kind exchange, taking into account any differences in the amount of tax that may be payable on the built-in gain (as determined for tax purposes of the applicable tax jurisdiction) associated with the assets or properties disposed of, as of immediately prior to such Disposition, and any assets or properties received in such Disposition), or (c) in the case of a Second Tier Obligor, is a Distribution permitted by Section 4.02; provided that (i) with respect to any transaction or series of related transactions relying on clause (b) above, if such transaction involves aggregate consideration in excess of \$10,000,000, such Second Tier Obligor shall deliver to the MDT a written certification by an Independent Financial Advisor stating that such transaction or series of related transactions complies with Section 4.01(b), and (ii) any Disposition of the Equity Interests of an Asset HoldCo (for the avoidance of doubt, excluding an Excluded Asset HoldCo to the extent it remains an Excluded Asset HoldCo) shall require entry into equivalent security and perfection arrangements reasonably acceptable to the Secured Party (and, in the case of proceeds consisting of Equity Interests, consistent with Sections 2.01 and, as applicable, 2.06) to continue the first priority perfected security interest in and Lien on (x) the proceeds thereof or any Equity Interests of an Asset HoldCo acquired in connection therewith (without lapse or change in priority), or (y) the Equity Interest of such Asset HoldCo in the case of a Disposition to another Second Tier Obligor within the same Group; provided, further, that in the case of the Cash Collateral Account Pledgors, the foregoing shall not apply to Dispositions of the Cash Collateral Accounts and the assets and amounts held therein or credited thereto, which restrictions shall be subject to the restrictions on withdrawals described in Section 2.03 of this Annex A. For the avoidance of doubt, payments or prepayments of the outstanding Obligations shall not be limited by this Section 4.01.

Section 4.02 Limitations on Distributions. In the case of each Second Tier Obligor, make any Distribution, whether directly or indirectly, except:

(a) Payments or prepayments of the outstanding Obligations (provided that any Retained Payment Amounts in connection with such a payment or prepayment shall be retained by the applicable Second Tier Obligor or Subsidiary);

(b) Distributions to a Second Tier Obligor or Asset HoldCo in the same Group (provided that any Distribution to any Excluded Asset HoldCo shall be limited to the funding of ordinary course expenses related to the maintenance of the Excluded Asset HoldCo and its assets consistent with past practice);

(c) Second Tier Obligors and any beneficiaries of such Second Tier Obligors shall be permitted to use (other than for Dispositions) residential real estate, art and collectibles and other tangible personal use property (but, for the avoidance of doubt, excluding cash, cash equivalents, securities or other financial assets and, with respect to the Cash Collateral Account Pledgors, the Cash Collateral Accounts and the assets and amounts held therein or credited thereto), in each case (x) in the ordinary course, (y) in the case of beneficiaries, not for commercial purposes, and (z) solely to the extent such use does not deplete the value of such property (ordinary course wear and tear excepted);

(d) Distributions to a Second Tier Obligor's beneficiaries to permit such Person or Persons to pay any Taxes on income from and gains on investments attributable to such Second Tier Obligor, or in connection with the operation of such Second Tier Obligor;

(e) Distributions not to exceed the Net Investment Returns of all such Second Tier Obligors in such Group at any time that the Remaining Amount owed by such Group is less than \$75,000,000, provided that such Distributions shall not result in the aggregate Value of the Second Tier Obligors of such Group falling below the Remaining Amount at the time of such Distribution;

(f) Distributions to the extent no Specified Breach or Breach Trigger with respect to a Specified Breach has occurred and is continuing, and the Distribution Condition is satisfied (with respect to the Group to which such Second Tier Obligor is a member) after giving pro forma effect thereto, and such Second Tier Obligor shall have delivered to the MDT a written certification by an Independent Financial Advisor stating that such transaction or series of related transactions complies with the Distribution Condition;

(g) Distributions (upon notice to the MDT) of Retained Payment Amounts of such Second Tier Obligor's Group in order to make payments of Litigation Costs attributable to such Group; *provided* that (i) no Specified Breach or Breach Trigger with respect to a Specified Breach shall have occurred and be continuing under Section 9.01(a) of the Settlement Agreement, and (ii) to the extent a Specified Breach or Breach Trigger with respect to a Specified Breach has occurred and is continuing (other than pursuant to Section 9.01(a) of the Settlement Agreement), the aggregate amount of all such Distributions by such Group pursuant to this Section 4.02(g) shall not exceed \$1,000,000; and

(h) Distributions (upon notice to the MDT) to pay qualifying Litigation Costs relating to a judgment against a member of such Second Tier Obligor's Family Group (an "**SOR Fronting Payment**") in an aggregate amount not to exceed the SOR Fronting Cap for such Group; *provided* that no Specified Breach or Breach Trigger with respect to a Specified Breach has occurred and is continuing and any such SOR Fronting Payments shall be conditioned on the prior utilization of the then available balance of Retained Payment Amounts for such Group, Released Claims Reserves for such Group and the Special Operating Reserve; *provided further*, that, upon any Related Person's receipt of a reimbursement of such amount from the Special Operating Reserve (as funds become available in the Special Operating Reserve), such amounts received shall be promptly contributed to or otherwise provided to the applicable Second Tier Obligor until reimbursed in full for the initial amount of its SOR Fronting Payments, and, to the extent any replacement assets were pledged by a Related Person pursuant to the definition of "SOR Fronting Cap" in connection with any SOR Fronting Payment, the pledge on such pledged assets shall be immediately released upon the Second Tier Obligor's receipt of such reimbursement in full.

Any Distribution of the Equity Interests of an Asset HoldCo (for the avoidance of doubt, excluding any Excluded Asset HoldCo) to another Person within the same Group permitted under this Section 4.02 shall require such recipient's entry into equivalent security and perfection arrangements reasonably acceptable to the Secured Party to continue the first priority perfected security interest in and Lien on (A) the proceeds thereof (including any Equity Interests acquired in connection therewith) (in each case without lapse or change in priority) and (B) the Equity Interests of the Asset HoldCo in the case of a Distribution of such Equity Interests to another Second Tier Obligor within the same Group. For the avoidance of doubt, (x) any Disposition by an Asset HoldCo to the beneficiaries of its related Second Tier Obligor shall be deemed to constitute a Distribution by such Second Tier Obligor and shall be subject to this Section 4.02 and (y) in the case of the Cash Collateral Account Pledgors, the foregoing shall not apply to Distributions from the Cash Collateral Accounts and the assets and amounts held therein or credited thereto, which transactions shall be subject to the restrictions on withdrawals described in Section 2.03 of this Annex A.

Section 4.03 Related Party Transactions. Enter into any transaction or series of related transactions, whether directly or indirectly, with any Related Party (other than transactions with other Second Tier Obligors or Asset HoldCos within the same Group), except for (a) Existing Related Party Loans (and performance of obligations thereunder), (b) Dispositions permitted by Section 4.01, (c) Distributions permitted by Section 4.02, (d) entry into the Settlement Agreement (including this Annex A) and the Security Documents and the transactions required or expressly permitted thereby to be entered into with any Related Party (and performance of the obligations thereunder) and (e) any transaction or series of related transactions (other than Indebtedness for Borrowed Money permitted pursuant to Section 4.04(i), except in respect of Indebtedness for Borrowed Money) on terms no less favorable to such Second Tier Obligor or Asset HoldCo than those that would have been obtained in a comparable transaction on an arm's-length basis with a Person other than a Related Party; provided that with respect to any transaction or series of related transactions relying on clause (e) above involving aggregate consideration in excess of \$10,000,000, such Second Tier Obligor or Asset HoldCo shall deliver to the MDT a written certification by an Independent Financial Advisor stating that such transaction or series of related transactions complies with Section 4.03(e); provided, further, that the Second Tier Obligors and any beneficiaries shall be permitted to use (other than for Dispositions) residential real estate, art and collectibles and other tangible personal use property (but, for the avoidance of doubt, excluding cash, cash equivalents, securities or other financial assets, and the Cash Collateral Accounts and the assets and amounts held therein or credited thereto), in each case (x) in the ordinary course, (y) in the case of beneficiaries, not for commercial purposes and (z) solely to the extent such use does not deplete the value of such property (ordinary course wear and tear excepted).

Section 4.04 Indebtedness and Liens. Incur, create, assume or permit or cause to exist, directly or indirectly, any Indebtedness for Borrowed Money, or incur, create, assume or grant or cause or (in the case of any consolidations, mergers or divisions otherwise permitted hereunder) suffer to exist, any Lien on any of its property or assets, except for:

(a) Liens created by the Security Documents (it being understood that (x) the payment Obligations arising out of the Settlement Agreement and Security Documents do not constitute Indebtedness for Borrowed Money for purposes of this covenant and (y) the Security Documents shall not permit any Liens to secure Indebtedness for Borrowed Money);

(b) Indebtedness for Borrowed Money and Liens incurred for the purpose of acquiring investments of such party to the extent incurred in the ordinary course of business and consistent with past practices, and such investments (or proceeds from such investments) remain owned by the Second Tier Obligor or Asset HoldCo incurring such Indebtedness for Borrowed Money;

(c) Indebtedness for Borrowed Money that constitutes purchase money indebtedness (and Liens securing such purchase money indebtedness) incurred in connection with the acquisition of assets (including real estate) so long as (x) any such Liens are limited solely to the assets being acquired and the proceeds thereof and (y) such assets being acquired are acquired and remain owned by the Second Tier Obligor or Asset HoldCo incurring such purchase money indebtedness, and any extensions, refinancings, renewals and replacements thereof; *provided* that the terms of such refinanced loans (i) do not have a principal amount (or committed amount) that exceeds the principal amount (or committed amount) of such loans when originally incurred plus any accrued and unpaid interest outstanding on such refinancing date and reasonable fees, expenses and premiums (if any) associated with such extension, refinancing, renewal or replacement thereof, (ii) do not have a final maturity date that is sooner than the loans when originally incurred, and (iii) do not provide for any additional guarantees or Liens;

(d) Indebtedness for Borrowed Money consisting of Existing Related Party Loans, and Liens securing such Existing Related Party Loans, if any, to the extent such Liens are in existence on the Settlement Effective Date;

(e) Liens for Taxes that are not yet delinquent, that are being contested in accordance with Section 3.05(a) or the non-payment of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect;

(f) Carrier's, warehousemen's, mechanics', landlords', materialmen's, repairmen's or other Liens arising by operation of law in the ordinary course of business;

(g) Easements, rights-of-way, building, zoning and similar restrictions, utility agreements, covenants, reservations, restrictions, encroachments, charges, and other similar encumbrances or title defects incurred, or leases or subleases granted by or to others, in the ordinary course of business, which do not in the aggregate materially interfere with the ordinary use of property;

(h) Liens over deposit, securities, brokerage or similar accounts securing obligations (other than Indebtedness for Borrowed Money) to the relevant bank or intermediary incurred in the ordinary course of business;

(i) Other Indebtedness for Borrowed Money in an amount not exceeding \$3,000,000 outstanding in the aggregate at any time with respect to any Group (excluding any Indebtedness for Borrowed Money incurred under Section 4.04(k));

(j) Other Liens securing obligations not exceeding \$3,000,000 outstanding in the aggregate at any one time with respect to any Group (excluding Liens granted pursuant to Section 4.04(l));

(k) Indebtedness for Borrowed Money in existence on the Settlement Effective Date and disclosed in the Effective Date Net Asset Report and extensions, refinancings, renewals and replacements thereof; *provided* that the terms of such refinanced loans (i) do not have a principal amount (or committed amount) that exceeds the principal amount (or committed amount) of such loans on the Settlement Effective Date plus any accrued and unpaid interest outstanding on such refinancing date and reasonable fees, expenses and premiums (if any) associated with such extension, refinancing, renewal or replacement thereof, (ii) do not have a final maturity date that is sooner than the loans existing on the Settlement Effective Date, and (iii) do not provide for any additional guarantees or Liens; and

(l) Liens in existence on the Settlement Effective Date and disclosed in the Effective Date Net Asset Report; *provided* that (i) such Liens secure only those obligations secured on the Settlement Effective Date and extensions, refinancings, renewals and replacements thereof that are permitted under

clause (k) above, and (ii) such Liens do not extend to any other property or asset other than the property or assets securing such obligations on the Settlement Effective Date and the proceeds or products thereof.

Section 4.05 Other Transactions. Enter into any transaction or series of related transactions or agreement, in each case, whether directly or indirectly, that would materially restrict or impair its ability to Dispose of or otherwise liquidate a material portion of its assets and properties (excluding (a) as required under the Settlement Agreement and the Security Documents and (b) transfer or assignment restrictions under or in respect of investments or contracts in each case entered into in the ordinary course of business so long as such restrictions relate solely to such agreement and the assets covered thereby).

Section 4.06 Mergers and Consolidations. Consolidate, merge, amalgamate, divide, transfer property in further trust, or Dispose of all or substantially all of its assets, taken as a whole, in any one transaction or series of transactions, to any other Person unless (i) the resulting, surviving or transferee Person (the “**successor**”) is either the applicable Second Tier Obligor or Asset HoldCo thereof or expressly assumes by separate agreement satisfactory to the MDT all of such Second Tier Obligor’s or Asset HoldCo’s Obligations under the Settlement Agreement and the Security Documents (and, in the event that the Second Tier Obligor party to such consolidation, merger, amalgamation, division, or Disposition is not the surviving or transferee Person, such surviving or transferee Person shall be deemed to be a Second Tier Obligor for all purposes under the Settlement Agreement (including this Annex A) and the Security Documents), (ii) such consolidation, merger, amalgamation, division, transfer of property in further trust, or Disposition shall not have a material adverse effect on the rights and remedies of the Secured Party under the Security Documents or the effect of rendering any Liens of the Secured Party on the Collateral invalid, unenforceable or unperfected; (iii) the successor takes any and all steps as are necessary to maintain the Secured Party’s perfected first priority security interest in the Collateral (without lapse or change in priority); (iv) the applicable trust/trustee or entity delivers to the MDT opinions of counsel, in form and substance reasonably acceptable to the MDT, stating that any consolidation, merger, amalgamation, division, transfer of property in further trust, or Disposition referred to in this covenant complies with the provisions of this covenant and that all conditions precedent provided herein relating to such transactions have been complied with, and (v) the applicable trustee of any resulting trust(s) has delivered a Trust Certification to the MDT, if applicable, in respect of such trust that includes an additional confirmation that the resulting trust(s) were funded in accordance with the terms of the original trusts’ governing instrument that apply in default of the exercise of any power of appointment and (vi) each Assuring Party who is a Power Holder with respect to the resulting trust(s) has delivered a Further Assurances Undertaking to the MDT to the extent they have not already provided such Further Assurances Undertaking.

Section 4.07 Listed Transactions. Be a party to any transaction that it knew, or reasonably should have known, is a Listed Transaction as of the earlier of (x) the time it entered into the transaction or (y) the time it entered into a binding commitment to enter into the transaction; provided that, for purposes of this covenant, (i) the Plan and Settlement Agreement and the payments and transactions contemplated thereby shall not be taken into account and (ii) no Second Tier Obligor or Asset HoldCo thereof shall be treated as a party to a Listed Transaction that is entered into by any collective investment vehicle or other entity if (A) such entity is managed by a professional investment advisor that is unaffiliated with such Second Tier Obligor or Asset HoldCo, as applicable (or any of its Related Parties) and (B) such Second Tier Obligor or Asset HoldCo, as applicable (together with any of its Related Parties) does not have dominion and control over the entity’s investment decisions.

Section 4.08 Amendments or Waivers of Organizational Documents. Agree to or otherwise give effect to any amendment, restatement, supplement or other modification to, or waiver of, any Second Tier Obligor’s, its Asset HoldCo’s or an Asset HoldCo’s wholly-owned direct Subsidiary’s organizational documents (including trust documentation) after the Settlement Effective Date, in each

case, to the extent the same (a) adds to the beneficiaries of a Second Tier Obligor other than by adding a charity, former beneficiary, the spouse of a current or former beneficiary or by reason of the exercise of a power of appointment by a Person other than the trustee of such Second Tier Obligor (acting in such Person's capacity as trustee (and not in its own individual or personal capacity)) or (b) would reasonably be expected to materially and adversely affect the interests of the MDT (including without limitation, with respect to the perfection and/or priority of any Secured Party's security interest in the Collateral) or the ability of the applicable Second Tier Obligor or Asset HoldCo to perform its Obligations under the Settlement Agreement and the Security Documents and otherwise pay the applicable Settlement Amount, in each case as to matters covered by this clause (b) without obtaining the prior consent of the MDT to such amendment, restatement, supplement or other modification or waiver; provided that any such amendment, restatement, supplement or modification shall maintain the Secured Party's perfected first priority security interest in the Collateral (without lapse or change in priority).

Section 4.09 Business Activities. In the case of each Asset HoldCo, engage in any business activities other than holding and dealing in its assets and investments consistent with past practice.

Section 4.10 Change in Trustees. In the case of Second Tier Obligors that are Trusts:

(a) Cause or suffer to exist any change in the trusteeship without the prior written consent of the MDT, except for the death, incapacitation, retirement, resignation or replacement of a trustee that is a natural person; and

(b) Recognize the appointment of (including without limitation by granting control over any trust asset to) any additional or replacement trustee, unless and until such additional or replacement trustee (x) becomes a party to the Settlement Agreement and the Security Documents in its capacity as such trustee and thereby confirms and agrees that such trustee is bound by the terms and provisions of the Settlement Agreement and the Security Documents (as applicable), (y) such additional or replacement trustee is approved by the Jersey Court or other applicable court of jurisdiction, and delivers an updated Trust Certification, and (z) all steps that are necessary to maintain the perfected first priority security interest of the Secured Party in the Collateral (without lapse or change in priority) shall have been taken.

Notwithstanding anything to the contrary in this Annex A, (x) the Second Tier Obligors and their Asset HoldCos shall be permitted to pay reasonable expenses (including Taxes on income from and gains on investments) in connection with their operation and their compliance with the Settlement Agreement and Security Documents and related matters; provided that in the case of the Cash Collateral Account Pledgors such amounts are not paid from the Cash Collateral Accounts (other than amounts permitted to be paid therefrom pursuant to Section 2.03) and (y) each Second Tier Obligor and its Asset HoldCos shall be permitted to continue to pursue investment strategies and use investment techniques generally consistent with past practice or consistent with standard practice in the investment management and/or financial services industries, in each case to the extent such strategies and investment techniques are not inconsistent with the limitations set forth in Sections 4.01, 4.02, 4.03, 4.04 and 4.06 above.

ARTICLE V. THIRD AND FOURTH TIER OBLIGOR COVENANTS

Section 5.01 Confession of Judgment. Each Third Tier Obligor and Fourth Tier Obligor shall execute a Confession of Judgment with respect to the Obligations of such obligor under the Settlement Agreement (assuming the maximum amount that may be owed by the applicable Payment Group of such Third Tier Obligor or Fourth Tier Obligor under the Settlement Agreement and Security Documents, excluding any IAC Sale Bonus Payment amount), together with all supplements (or, if so required, new

confessions of judgment consistent in scope to the Confessions of Judgment) that are necessary to maintain the effectiveness and validity of any such Confession of Judgment.

Section 5.02 Third and Fourth Tier Obligor Negative Covenants. Each Third Tier Obligor and the Fourth Tier Obligor warrants, covenants and agrees with the MDT that so long as the Settlement Agreement shall remain in effect, such Third Tier Obligor or Fourth Tier Obligor shall not:

(a) Other Transactions. Enter into any transaction or series of related transactions or agreement that would materially restrict or impair its ability to Dispose of or otherwise liquidate a material portion of its assets and properties (excluding (a) as required under the Settlement Agreement and the Security Documents and (b) transfer or assignment restrictions under or in respect of investments or contracts entered into in the ordinary course of business so long as such restrictions relate solely to such agreement and the assets covered thereby).

(b) Limitations on Transfers. Dispose of assets to any other Person unless such Disposition is for reasonably equivalent value, as applicable; provided that with respect to any transaction or series of related transactions involving aggregate consideration in excess of \$5,000,000, such Third or Fourth Tier Obligor delivers to the MDT a written certification by an Independent Financial Advisor stating that such transaction or series of related transactions complies with this covenant; provided, further, that this clause (b) shall not apply to (I) with respect to the A-Side Payment Group 1 Third Tier Obligor and the Fourth Tier Obligor, without duplication, (i) transfers of assets, in an amount not exceeding \$500,000 per calendar year, and (ii) \$15,000,000 in aggregate amount during the term of the Settlement Agreement; (II) with respect to the A-Side Payment Group 2 Third Tier Obligor (x) taxable gifts within the meaning of IRC Section 2501 in an aggregate amount during the term of the Settlement Agreement not to exceed the lesser of (A) the unused portion of the Third Tier Obligor's U.S. Federal Unified Tax Credit as of the Settlement Effective Date and (B) the amount of the unused portion of the Third Tier Obligor's U.S. Federal Unified Tax Credit applicable as of the date of any such taxable gift and (y) transfers of assets, in an amount not exceeding \$500,000 per calendar year; provided, further, that for purposes of clause (x), payment of any transfer tax imposed other than by reason of death (including U.S. Federal gift or generation-skipping transfer tax or non-U.S. Federal transfer tax and interest and penalties, if any, on any of the foregoing) shall be treated as a transfer of assets for purposes of clause (y) made in the year of payment, and (III) with respect to the A-Side Payment Group 3 Third Tier Obligor (x) taxable gifts within the meaning of IRC Section 2501 in an aggregate amount during the term of the Settlement Agreement not to exceed the lesser of (A) the unused portion of the Third Tier Obligor's U.S. Federal Unified Tax Credit as of the Settlement Effective Date and (B) the amount of the unused portion of the Third Tier Obligor's U.S. Federal Unified Tax Credit applicable as of the date of any such taxable gift, and (y) transfers of assets, in an amount not exceeding \$500,000 per calendar year; provided, further, that for purposes of clause (x), payment of any transfer tax imposed other than by reason of death (including U.S. Federal gift or generation-skipping transfer tax or non-U.S. Federal transfer tax and interest and penalties, if any, on any of the foregoing) shall be treated as a transfer of assets for purposes of clause (x) made in the year of payment. For purposes of this clause (b), the term "U.S. Federal Unified Tax Credit" means the amount, if any, which a Third Tier Obligor may gift free of U.S. Federal gift tax imposed on taxable gifts under IRC Section 2501 by reason of IRC Section 2010(c)(2), (i) taking into account all prior gifts of the Third Tier Obligor, (ii) determined after giving effect to any effective election to split gifts under IRC Section 2513 and after giving effect to the prior use and continued availability of any deceased spousal unused exclusion amount under IRC Section 2010(c)(2)(B), and (iii) for purposes of sub-clauses (II)(A) and (III)(A) taking into account, on an annual basis, the inflation adjustment determined pursuant to IRC Section 2010(c)(3)(B) to the basic exclusion amount under IRC Section 2010(c)(3)(A) and (C) (except that in calculating such inflation adjustment, the basic exclusion amount shall be treated as being the

lesser of such amount in effect as of the Settlement Effective Date and such amount in effect as of the date of any such taxable gift).

(c) Personal HoldCo. If applicable, notwithstanding anything to the contrary in this Annex A, the Payment Group 2 Third Tier Obligor shall not, nor cause the Personal HoldCo to, whether directly or indirectly,

(i) encumber, Dispose of, or otherwise transfer its rights and interests with respect to the Equity Interests of the Personal HoldCo, nor cause the Personal HoldCo to be organized under the Laws of any jurisdiction other than a United States jurisdiction or a State or territory thereof; or

(ii) cause the Personal HoldCo to make a Distribution of assets to the Payment Group 2 Third Tier Obligor, unless such assets are used by the Payment Group 2 Third Tier Obligor to purchase goods and services in the ordinary course, provided that any real estate, art, and collectibles that such assets may be used to purchase would be purchased and held by the Personal HoldCo to be used by the Payment Group 2 Third Tier Obligor in the ordinary course.

Section 5.03 Third Tier Obligor and Fourth Tier Obligor Reporting.– Each Third Tier Obligor and the Fourth Tier Obligor shall:

(a) Furnish to the MDT, within ninety (90) days following the end of each twelve-month period, commencing with the twelve-month period ending on the first December 31 immediately following the Settlement Effective Date, (i) unaudited balance sheets of such Third or Fourth Tier Obligor in a form consistent with the Effective Date Net Asset Reports (with omission and/or redaction of any confidential information, proprietary information, or Protected Information); and (ii) a compliance certificate stating that such Third or Fourth Tier Obligor is in compliance with the covenants applicable to such Third or Fourth Tier Obligor, as applicable, and certify whether the Value of such Person's personal net assets as of the end of such period is equal to or greater than \$50,000,000;³

(b) Make the appropriate subject matter experts available for consultation in connection with information provided under the above information covenants (including reasonably requested third-party account statements, notices, reports, appraisals, valuations or other such third-party information received by such Third or Fourth Tier Obligor (with appropriate redactions of confidential information, proprietary information, or Protected Information); provided that the MDT will not request consultation more than one (1) time within any 12-month period, and provided further that the MDT will not request review of more than ten (10) separate third-party account statements, notices, reports, appraisals, valuations or other such third-party information in any such consultation (with appropriate redactions of confidential information, proprietary information, or Protected Information).

ARTICLE VI. ADDITIONAL CONDITIONS PRECEDENT

Section 6.01 Additional Conditions Precedent to Settlement Effective Date. In addition to the conditions set forth in Section 10.01 of the Settlement Agreement, the occurrence of the Settlement Effective Date shall be subject to the satisfaction (or waiver by the Parties) of the following conditions:

³ NTD: Similar reporting to be deliverable under the further assurance undertaking of adult children of the Fourth Tier Obligor.

(a) The MDT (or its counsel) shall have received duly executed copies of (i) the Jersey Security Agreements, (ii) the Bermuda Pledge Agreements, and (iii) the U.S. Pledge Agreements;

(b) In respect of the Second Tier Obligors that have trustees located in Jersey, the MDT (or its counsel) shall have received UCC-1 financing statements in a form prepared for filing in Washington D.C. and otherwise in form and substance reasonably satisfactory to the MDT (or its counsel);

(c) In respect of the Second Tier Obligors that have trustees located in Wyoming, the MDT (or its counsel) shall have received UCC-1 financing statements in a form prepared for filing in Wyoming and otherwise in form and substance reasonably satisfactory to the MDT (or its counsel);

(d) All Equity Interests of the Asset HoldCos (for the avoidance of doubt, excluding Excluded Asset HoldCos) [and the Personal HoldCo] shall have been pledged pursuant to the Security Documents (including pursuant to executed uncertificated securities control agreements, as applicable), and in the case of the Domestic Asset HoldCos [and the Personal HoldCo] or any other Asset HoldCo organized under the Laws of a jurisdiction in which the perfection of a first priority security interest in such Equity Interests may be obtained by the possession or control of certificated securities or other instruments, the MDT (or its counsel) shall have received all certificates or instruments, if any, representing the Equity Interests of such Asset HoldCo [or Personal HoldCo], accompanied by stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank;

(e) The MDT (or its counsel) shall have received evidence that its security interest in and Lien on the Equity Interests of the Asset HoldCos organized under the laws of Bermuda have been registered in the Registrar of Companies in Bermuda;

(f) The MDT (or its counsel) shall have received evidence of the opening and initial funding of the Cash Collateral Accounts pursuant to Section 2.02, together with Control Agreements duly executed by the Account Bank, the applicable Obligor and the Secured Party;

(g) The MDT (or its counsel) shall have received a duly executed copy of a Perfection Certificate with respect to each Second Tier Obligor;

(h) The MDT (or its counsel) shall have received the Effective Date Net Asset Report setting forth the Value of the Second Tier Obligors as of the Financial Information Record Date (in compliance with Section 2.01(b) hereof), as certified by an Independent Financial Advisor; and

(i) The MDT (or its counsel) shall have received the Confessions of Judgment.

ARTICLE VII. ENFORCEMENT EVENTS; REMEDIES; BREACHES

Section 7.01 Occurrence of an Enforcement Event; Priority of Payments. Upon the occurrence, and during the continuance, of an Enforcement Event with respect to a Group, the Secured Party shall have the right to foreclose on the Collateral, liquidate, or direct the liquidation of the Collateral in accordance with the Security Documents and otherwise exercise all rights and remedies against the Collateral of such Group as provided in (and subject to) the Settlement Agreement and the Security Documents or under applicable Law, and in each case shall apply the proceeds thereof (including amounts in the Cash Collateral Accounts) to pay (A) first, any costs or expenses incurred by the MDT or any other Secured Party to enforce the Settlement Agreement, the Security Documents or otherwise incurred in connection with the exercise of remedies, in each case, solely with respect to such Group, (B) second, any accrued and unpaid interest, late payment fees, or other fees or payment Obligations (other than the

outstanding Settlement Amount) due to the MDT under the Settlement Agreement and the Security Documents solely on account of the obligations of such Group and (C) third, the Settlement Amount of such Group then outstanding under the Settlement Agreement, with any excess proceeds being retained by the relevant Obligor.

Section 7.02 Death of a Third Tier Obligor or Fourth Tier Obligor. In the event of the death of a Third Tier Obligor or Fourth Tier Obligor while the Obligations of its applicable Payment Group to the MDT under the Settlement Agreement are greater than zero (assuming, for such purposes, the maximum amount that may be owed by such Group under the Settlement Agreement and Security Documents excluding any IAC Sale Bonus), the Obligations of such Obligor under the Settlement Agreement and the Security Documents shall remain obligations of the estate of such Obligor, and transfers of assets from the estate of such Obligor shall be restricted subject to this Annex A unless and until the outstanding Settlement Amount and all other payment Obligations of such applicable Payment Group (or, in the case of the Fourth Tier Obligor, Payment Groups) are reduced to zero (assuming, for such purposes, the maximum amount that may be owed by the Group under the Settlement Agreement and Security Documents excluding any IAC Sale Bonus). For the avoidance of doubt, any transfer or transfers by a Second Tier Obligor related to the death of such Third or Fourth Tier Obligor shall be permitted if the Distribution Condition is satisfied at the time of such transfer or transfers.

Section 7.03 Collateral Allocation for Groups 1 and 7. Solely with respect to Groups 1 and 7, upon any exercise of remedies against the assets of Millennium Trust or Perelle Bay Trust following an Enforcement Event with respect to Group 1 or Group 7, (i) fifty (50%) of the proceeds resulting from such exercise of remedies shall be applied in accordance with the waterfall set forth in Section 7.01 and (ii) fifty (50%) of the proceeds resulting from such exercise of remedies shall be deposited by the Secured Party into an escrow account on terms and conditions reasonably satisfactory to the MDT to secure the Obligations of the non-defaulting Group.

Section 7.04 Supported Group Defaults. In the event that the Second Tier Obligors for Group 5, 6 or 7 (each a “**Supported Group**”) fail to make any payment or payments required to be made by such Group under the Settlement Agreement (a “**Defaulting Supported Group**”), the Fourth Tier Obligor shall also be fully liable for all such amounts. Any failure to pay such amounts when due by the Fourth Tier Obligor shall allow the Secured Party to exercise all available remedies under the Settlement Agreement against Group 1 (in addition to exercising remedies against the Defaulting Supported Group). For the avoidance of doubt, any other Enforcement Event as to the Fourth Tier Obligor shall allow the Secured Party the rights to exercise remedies under the Settlement Agreement and the Security Documents with respect to the Fourth Tier Obligor as described in Section 7.01.

Section 7.05 Remedies Against Group 1. Upon any exercise of remedies against Group 1 following an Enforcement Event with respect to Group 1, any proceeds resulting from such exercise of remedies remaining after satisfaction of the Obligations of Group 1 shall be deposited by the Secured Party into an escrow account on terms and conditions reasonably satisfactory to the MDT to support the then-outstanding Obligations of the Fourth Tier Obligor with respect to the Supported Groups.

Section 7.06 Breaches.

(a) Each of the following shall, upon notice by the MDT to the Sackler Parties’ Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement, constitute a Breach Trigger and, except as specified below, if such Breach Trigger continues for thirty (30) or more days, shall constitute a Specified Breach with respect to the Group of which the applicable Obligor is a member:

(i) Any Second Tier Obligor, Third Tier Obligor, or Fourth Tier Obligor, as applicable, fails to perform or observe any term, covenant or agreement contained in any of Sections 2.01(d), 2.02(b)(i), 2.06(a) or (b), 3.02 (solely with respect to any Second Tier Obligors or Asset HoldCo that holds more than \$5,000,000 in Value), 3.03, 3.05, 3.07 (solely with respect to the obligation to maintain regular renewals as necessary under applicable law of the Confessions of Judgment), 4.02 (other than any breach of clauses (y) and (z) of 4.02(c)), 4.03 (other than any breach of clauses (y) or (z)), 4.04, 4.06, 4.08, 4.10(b), or 5.01 (solely with respect to the obligation to maintain regular renewals as necessary under applicable law of the Confessions of Judgment);

(ii) Any Second Tier Obligor fails to deliver to the MDT a written certification by an Independent Financial Advisor for any transaction or series of related transactions involving aggregate consideration in excess of \$10,000,000 in accordance with clause (i) of Section 4.01;

(iii) Any Third Tier or Fourth Tier Obligor, as applicable, fails to deliver to the MDT a written certification by an Independent Financial Advisor for any transaction or series of related transactions involving aggregate consideration in excess of \$5,000,000 in accordance with Section 5.02(b).

Notwithstanding anything to the contrary in this Section 7.06(a), with respect to a Breach Trigger with respect to Sections 2.02(b)(i) and 3.02 set forth in Section 7.06(a)(i), and the Breach Triggers set forth in Sections 7.06(a)(ii) and Sections 7.06(a)(iii) above, if such Breach Trigger continues for sixty (60) or more days, such Breach Trigger shall constitute a Specified Breach with respect to such Group of which the applicable Obligor is a member.

(b) The failure of any Second Tier Obligor, Third Tier Obligor, or Fourth Tier Obligor, as applicable, to perform or observe any obligation to deliver any supplement to the Confessions of Judgment pursuant to Sections 3.07 or 5.01, which shall, upon notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement, constitute a Breach Trigger, and if such Breach Trigger continues for sixty (60) or more days, shall constitute a "Non-Specified Breach" with respect to the Payment Group that includes such Obligor.

(c) Any other breach by any Second Tier Obligor, Third Tier Obligor, or Fourth Tier Obligor of any term, covenant or agreement contained in this Annex A that is not set forth in Sections 7.06(a) or (b) shall constitute a Non-Specified Breach with respect to the Payment Group that includes such Obligor if not cured within thirty (30) days following notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement.

ARTICLE VIII. MISCELLANEOUS

Section 8.01 Termination. The Obligations described in this Annex A shall terminate, and all security interests granted under the Security Documents shall be automatically released and all other requirements described in this Annex A shall be extinguished, with respect to each Group on the date on which the Full Outstanding Settlement Amount and all other payment Obligations of such Group under the Settlement Agreement (excluding, for the avoidance of doubt, any IAC Sale Bonus) are paid in full in cash and reduced to \$0 (assuming, for such purposes, the maximum amount that may be owed by the Group under the Settlement Agreement and Security Documents but excluding, for the avoidance of doubt, any IAC Sale Bonus); *provided* that such Obligations, and all security interests in connection therewith, shall be automatically reinstated if and to the extent that, for any reason, the MDT is required

to disgorge, turn over, or otherwise pay any amount paid to the MDT by or on behalf of such Group, whether as a result of any proceeding in bankruptcy or reorganization or otherwise.

Section 8.02 Release of Collateral; Termination of Reporting; Termination of Covenants.

To the extent the Cash Collateral Account Pledgors of any Payment Group maintain Cash Collateral Accounts holding cash or Cash Equivalents therein with a Value exceeding the Remaining Amount of such Payment Group for a period of ten (10) days,

(a) the Secured Party's security interests in all other Collateral of such Payment Group (other than such Cash Collateral Accounts) shall terminate, and the MDT shall take any actions reasonably requested by such Obligor to release its Liens on such Collateral (other than such Cash Collateral Accounts); provided that all such security interests and Liens shall be automatically reinstated if and to the extent that, for any reason, the foregoing condition is no longer met, and the Obligor in such Group shall promptly and duly take, execute, acknowledge and deliver such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and this Annex A; and

(b) all obligations under Article III, Article IV and Article V shall terminate, except with respect to the maintenance by the applicable Second Tier Obligor of such Cash Collateral Accounts pursuant to the terms hereof and Section 3.01(a)(iv); provided that all such obligations shall be automatically reinstated if and to the extent that, for any reason, the foregoing condition is no longer met, whether as a result of any proceeding in bankruptcy or reorganization, or the failure to maintain such Cash Collateral Accounts pursuant to the terms hereof.

Section 8.03 Tolling. Each Obligor, as an integral part of the settlement and in exchange for the [Release], hereby irrevocably waives, forfeits and otherwise relinquishes any defenses sounding in, or otherwise based on, statutes of limitations, laches or inadequate tolling (excluding any defense of inadequate tolling to the extent it could have been raised on and as of the Petition Date based on facts in existence as of the Petition Date) for Shareholder Released Claims, including under 11 U.S.C. §§ 108, 546, and any applicable state or federal law, in any action or proceeding, including the pursuit of a Release Remedy. Each Obligor further agrees to the tolling from the Settlement Effective Date through and including the date of payment in full of the Obligations of such obligor's associated Payment Group(s) under the Settlement Agreement by such Payment Group(s) of the expiration of any period prescribed by any applicable statutes of limitation for potential claims or causes of action with respect to: (i) the Shareholder Released Claims in existence as of the Petition Date and at any time through and including the Settlement Effective Date; and (ii) any claims for breach of this Annex A occurring on or after the Settlement Effective Date prior to the date of the termination of the Settlement Agreement and related Security Documents upon the payment in full of the Obligations thereunder (the claims in subparts (i) and (ii), collectively, the "**Tolled Claims**"); and irrevocably waives, forfeits and otherwise prospectively relinquishes any defenses sounding in, or otherwise based on, statutes of limitations, laches or inadequate tolling (excluding any defense of inadequate tolling to the extent it could have been raised on and as of the Petition Date based on facts in existence as of the Petition Date) for such potential claims and causes of action. For the avoidance of doubt, the potential claims and causes of action referenced in subpart (i) in the preceding sentence shall include potential claims against subsequent transferees of fraudulent conveyances with respect to transfers of funds or proceeds thereof regardless of the date of such transfer, including transfers that occur after the Settlement Effective Date.

Section 8.04 [Third Tier Obligor Payment Agreement.

(a) (i) To the extent that the IAC Payment Parties do not pay the full amount owed by Payment Group 2 on Payment Date 1, the Group 2 Third Tier Obligor agrees that the Group 2 Third Tier Obligor shall pay such remaining unpaid balance directly from the assets held by the Group 2 Third Tier Obligor, up to a maximum of \$30,000,000 (the “**Group 2 Personal Payment Requirement**”).

(ii) If the Group 2 Personal Payment Requirement has not been fully utilized as part of Payment 1 and to the extent that the IAC Payment Parties do not pay the full amount owed by Payment Group 2 on Payment Date 2, the Group 2 Third Tier Obligor agrees that the Group 2 Third Tier Obligor shall pay such remaining unpaid balance directly from the assets held by the Group 2 Third Tier Obligor up to the lesser of (y) the remaining Group 2 Personal Payment Requirement amount and (z) the amount remaining outstanding for Payment 2 for Group 2 after the IAC Payment Parties have made any payment, if any, toward the amount owed by Group 2 on Payment Date 2.

(b) (i) To the extent that the IAC Payment Parties do not pay the full amount owed by Payment Group 3 on Payment Date 1, the Group 3 Third Tier Obligor agrees that the Group 3 Third Tier Obligor shall pay such remaining unpaid balance directly from the assets held by the Group 3 Third Tier Obligor, up to a maximum of \$20,000,000 (the “**Group 3 Personal Payment Requirement**”).

(i) If the Group 3 Personal Payment Requirement has not been fully utilized as part of Payment 1 and to the extent that the IAC Payment Parties do not pay the full amount owed by Payment Group 3 on Payment Date 2, the Group 3 Third Tier Obligor agrees that the Group 3 Third Tier Obligor shall pay such remaining unpaid balance directly from the assets held by the Group 3 Third Tier Obligor up to the lesser of (y) the remaining Group 3 Personal Payment Requirement amount and (z) the amount remaining outstanding for Payment 2 for Group 3 after the IAC Payment Parties have made any payment, if any, toward the amount owed by Group 3 on Payment Date 2.

(c) For the avoidance of doubt, nothing in (a) and (b) above shall prevent or otherwise limit the ability of a Third Tier Obligor to make any additional or further payments from the personal assets of such Third Tier Obligor.]

Section 8.05 Settlement Agreement Payments. For the avoidance of doubt, nothing in this Annex A shall prevent any Second Tier Obligor from making payments with respect to the Obligations of such Second Tier Obligor’s Payment Group under the Settlement Agreement.

Schedule I

Obligors

A-Side Payment Group 1	A-Side Payment Group 3
A-Side General Obligors <u>Second Tier Obligors</u> Theresa E. Sackler 1988 Trust Theresa E. Sackler 2008 Trust Millennium Trust Perelle Bay Trust <u>Third Tier Obligor</u> Theresa Sackler <u>Fourth Tier Obligor</u> None	A-Side General Obligors <u>Second Tier Obligors</u> Ilene S. Lefcourt Trust 88 Ilene S. Lefcourt Trust 96 ISL 2010 Family Trust ISL 2011 Family Trust <u>Third Tier Obligor</u> Ilene Sackler Lefcourt <u>Fourth Tier Obligor</u> None

A-Side Payment Group 5	A-Side Payment Group 6
A-Side General Obligors <u>Second Tier Obligors</u> MDS 2006 Trust MDS 1992 Trust MDS Beacon 2010 Trust MDS Beacon 2011 Trust MDS Family Trust 2010 <u>Third Tier Obligor</u> None <u>Fourth Tier Obligor</u> Theresa Sackler	A-Side General Obligors <u>Second Tier Obligors</u> MTS 2013 Family Trust MTS 2016 Trust MTS Beacon 2013 Trust MTS Beacon 2014 Trust MTS Beacon 2015 Trust MTS Beacon Trust 2010 MTS Beacon Trust 2011 MTS Beacon Trust 2012 MTS Family Trust 2010 <u>Third Tier Obligor</u> None <u>Fourth Tier Obligor</u> Theresa Sackler

A-Side Payment Group 7	A-Side Payment Group 2
A-Side General Obligors <u>Second Tier Obligors</u> SDS 1992 Trust SDS Beacon 2011 Trust SDS Family Trust 2010 Millennium Trust Perelle Bay Trust <u>Third Tier Obligor</u> None <u>Fourth Tier Obligor</u> Theresa Sackler	A-Side General Obligors <u>Second Tier Obligors</u> Rosetta Trust KAS 2010 Family Trust <u>Third Tier Obligor</u> Kathe A. Sackler <u>Fourth Tier Obligor</u> None

Schedule II

Section 2.01(b) Values

A-Side Payment Group	Asset HoldCos	Personal HoldCos
A-Side Payment Group 1	[•]	N/A
A-Side Payment Group 2	[•]	[•]
A-Side Payment Group 3	[•]	N/A
A-Side Payment Group 5	[•]	N/A
A-Side Payment Group 6	[•]	N/A
A-Side Payment Group 7	[•]	N/A

Exhibit A

[Form of] Perfection Certificate

[See attached]

Exhibit B

[Form of] Compliance Certificate

[See attached]

EXHIBIT A-30

Annex C to the MSA

ANNEX C
A-SIDE PAYMENT GROUP 4

ARTICLE I.
DEFINITIONS

Section 1.01 Settlement Agreement. Capitalized terms used herein and not defined herein have the meanings ascribed to such terms in the Settlement Agreement to which this Annex C is attached.

Section 1.02 Defined Terms. As used in this Annex C, the following terms shall have the meanings specified below:

“Account Bank” means a financial institution in the United States acting as a deposit bank or securities intermediary, as applicable, in respect of a Cash Collateral Account, which financial institution is reasonably satisfactory to the MDT.

“Asset HoldCo” means a wholly-owned intermediate holding company set forth as such in the Pledge Agreement, together with its successors and assigns.

“Cash Collateral Accounts” means any deposit or securities accounts established and funded pursuant to Section 2.02 following the Settlement Effective Date in the Obligor’s discretion, which shall be maintained by a Cash Collateral Account Pledgor in the United States with the Account Bank and subject to one or more Control Agreements.

“Cash Collateral Account Pledgors” means any Second Tier Obligor funding a Cash Collateral Account following the Settlement Effective Date.

“Cash Equivalents” means (a) U.S. dollars, (b) securities issued or fully guaranteed or insured by (i) (A) the United States of America or (B) the United Kingdom, Canada or a member state of the European Union or (ii) any agency or instrumentality of any thereof that has a combined capital and surplus and undivided profits of not less than \$500,000,000, in each case (other than clause (i)(A)) having maturities of not more than one year from the date of acquisition thereof, (c) time deposits, certificates of deposit or bankers’ acceptances maturing within 270 days of the date of acquisition thereof of any commercial bank having capital and surplus in excess of \$500,000,000 (or the foreign currency equivalent thereof as of the date of such investment), (d) money market instruments, commercial paper or other short-term obligations maturing within 270 days of the date of acquisition thereof rated at least F2 or the equivalent thereof by Fitch, at least P-2 or the equivalent thereof by Moody’s or at least A-2 or the equivalent thereof by S&P (or, if at such time none is issuing ratings, a comparable rating of another nationally recognized rating agency) and (e) any mutual fund that has (i) invested at least 75% of its assets in (A) the investments referred to in clauses (a) through (d) of the definition of Cash Equivalents or (B) debt securities or debt instruments or preferred stock with a rating equal to or higher than A (or the equivalent) by Fitch, A2 (or the equivalent) by Moody’s or A (or the equivalent) by S&P (or, if at such time none is issuing ratings, a comparable rating of another nationally recognized rating agency) and (ii) net assets of not less than \$250,000,000.

“Collateral” means all “Collateral” (or similar or equivalent term) as defined in any Security Document and shall include all assets and property, whether real, personal or mixed, whether now owned or hereafter acquired and wherever located, in each case, with respect to which a Lien is granted (or required, intended or purported to be granted) as security for any Obligations pursuant to any Security Document, including all proceeds and products thereof. It is understood and agreed that as of the Settlement Effective Date, the Collateral shall be comprised of substantially all assets of the Second Tier

Obligors, including all of the Equity Interests of the Asset HoldCos, all Cash Collateral Accounts and all proceeds and products thereof.

“Control Agreement” means a deposit account control agreement (or blocked account control agreement) or a securities account control agreement (as applicable) in the form required by the applicable Account Bank and otherwise in form and substance reasonably acceptable to the MDT and the Secured Party, executed by the applicable Cash Collateral Account Pledgor, the Secured Party and the applicable Account Bank in respect of a Cash Collateral Account, and pursuant to which the Secured Party is granted “control” (as such term is described in Section 9-104 of the UCC) of such Cash Collateral Account, and its first-priority security interest in and Lien on such Cash Collateral Account and the Collateral held therein to secure the Obligations of Group 4 is perfected in accordance with this Annex C and the Security Documents, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Confession of Judgment” has the meaning set forth in Section 3.07.

“Disposition” shall mean, with respect to any property or asset, any conveyance, sale, lease, sublease, assignment, transfer or other disposition (including any sale and leaseback transaction) of such property or asset, including by means of a merger, consolidation, division or similar transaction (but, for the avoidance of doubt, excluding the disposition by death of property owned by a natural person that continues to owned as property of the decedent’s estate and those reflecting the appointment of an additional or replacement trustee of a trust in accordance with Section 4.10 hereof), and the terms **“Dispose,” “Disposed”** and **“Disposing”** shall have meanings correlative thereto.

“Disposition Condition” means, as to any relevant transaction (or series of related transactions) by a Second Tier Obligor or the Third Tier Obligor, the aggregate combined Value of the assets of all Second Tier Obligors and the Third Tier Obligor on a pro forma basis after giving effect to such transaction or series of transactions (and after giving effect to any Liens with respect to such assets and any indebtedness of the Second Tier Obligors and of the Third Tier Obligor) (and after reducing such Value by the amount of any penalties or interest proposed in a “30 Day Letter” from the IRS (or other similar letter from the IRS or a state taxing authority) with respect to a Listed Transaction or, if less, the amount that remains unresolved or unpaid) is not less than an amount equal to the lesser of (a) \$400,000,000 and (b) 200% of the Remaining Amount. Prior to entering into any transaction in reliance on the Disposition Condition, the applicable obligor shall deliver to the MDT (i) a certification as to pro forma compliance with the Disposition Condition and (ii) a written opinion by an Independent Financial Advisor stating the aggregate combined Value of the assets of all Second Tier Obligors and the Third Tier Obligor on a pro forma basis after giving effect to such transaction or series of related transactions (and after giving effect to any Liens with respect to such assets and any indebtedness of the Second Tier Obligors and the Third Tier Obligor).

“Distribution” means (a) with respect to any Second Tier Obligor that is a trust, any Disposition, payment or distribution to, or for the use or benefit of, any beneficiary of such Second Tier Obligor (including to or for the use or benefit of such Second Tier Obligor but excluding any direct payment made by a Second Tier Obligor for its own benefit such as a payment for services rendered to it by an unrelated third-party), whether in cash, securities or other property and including any appointment of property in further trust for the benefit of any one or more of them and (b) with respect to an Asset HoldCo and any Second Tier Obligor that is a corporation, limited liability company, partnership or any other similar type of entity, any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of such Second Tier Obligor or Asset HoldCo, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interest, or on account

of any return of capital to such Second Tier Obligor's or Asset HoldCo's shareholders, partners or members, or any other Disposition to the holders of any Equity Interest of such Second Tier Obligor or Asset HoldCo. Any Disposition, payment or distribution made by a Second Tier Obligor to a third party to provide goods or services to one or more beneficiaries of the Second Tier Obligors shall be deemed to be a Distribution for all purposes hereunder.

"Effective Date Net Asset Report" means the net asset report delivered pursuant to Section 6.01(g) on or about the Settlement Effective Date, in form consistent with prior net asset reports delivered by Huron Consulting Group with respect to Group 4, setting forth the net asset Value of the Second Tier Obligors as of the Financial Information Record Date.

"Enforcement Event" means the occurrence of a Specified Breach by Group 4 permitting the Secured Party to exercise the Payment Remedy and related remedies under Section 9.02(a)(ii)(A) of the Settlement Agreement with respect to Group 4; provided that the MDT continues to be permitted to exercise such remedies pursuant to Section 9.02(a) of the Settlement Agreement and has not elected Option 2 pursuant to such 9.02(a)(ii)(B).

"Existing Related Party Loans" means loans in existence on the Financial Information Record Date and disclosed in the Effective Date Net Asset Report, and any extensions of the maturity date thereof; provided that (i) the terms of such extended loans are on substantially the same terms (which, in the case of economic terms, shall be no less favorable to the Second Tier Obligors or Asset HoldCos (as applicable) party thereto) as in effect on the Financial Information Record Date and (ii) the outstanding principal amount of such loans shall not exceed the aggregate principal amount of such loans outstanding on the Financial Information Record Date plus any accrued and unpaid interest outstanding on such extension date.

"Financial Information Record Date" means [_____].¹

"Group 4" means the Payment Group identified as A-Side Payment Group 4 (excluding the A-Side General Obligors) on Exhibit A to the Settlement Agreement.

"HoldCo Distribution Condition" means a condition that is satisfied with respect to any transaction (including any Disposition) if, after giving effect to such transaction, the aggregate Value of the assets of the Asset HoldCos on a pro forma basis after giving effect to such transaction (and after giving effect to any Liens with respect to such assets and any indebtedness of an Asset HoldCo) (and after reducing such Value by the amount of any penalties or interest proposed in a "30-Day Letter" from the IRS (or other similar letter from the IRS or a state taxing authority) with respect to a Listed Transaction or, if less, the amount that remains unresolved or unpaid) is not less than the lesser of (a) \$200,000,000 (subject to the last sentence of this definition) and (b) the Remaining Amount. Prior to entering into any transaction (including making any distribution) in reliance on the HoldCo Distribution Condition, the applicable Second Tier Obligor shall deliver to the Secured Party (i) a certification as to compliance with the HoldCo Distribution Condition and (ii) a written opinion by an Independent Financial Advisor stating the aggregate Value of the assets of the Asset HoldCos on a pro forma basis after giving effect to such transaction or series of related transactions (and after giving effect to any Liens with respect to such assets and any indebtedness of an Asset HoldCo). In the case of any determination of the HoldCo Distribution Condition for purposes of (1) a Disposition by a Second Tier Obligor to the Third Tier Obligor under Section 4.01(a)(i)(B), (2) a Distribution or other payment by a Second Tier Obligor to or for the benefit of the Third Tier Obligor under clause (B) of Section 4.02, (3) a Disposition by a Second Tier Obligor under

¹ To be determined, consistent with the multi-group CSA.

Section 4.01(a)(iii) or (4) a transfer by the Third Tier Obligor under clause (z) of the second proviso to Section 5.02(b), the number \$200,000,000 in clause (a) above shall be replaced with \$250,000,000.

“HoldCo Taxes” means to the extent an Asset HoldCo is treated as a pass-through entity (including a disregarded entity) for U.S. federal income tax purposes, an amount to enable the applicable Pledgor to pay in full when due (including estimated income tax) (X) the income taxes imposed on such Pledgor resulting from allocations of income, gain, losses, deductions and credits recognized in the current taxable year attributable to its ownership interest in such Asset HoldCo, determined as if such allocated items were the only items recognized by such Pledgor for the applicable tax period, (Y) assessments of income taxes resulting from allocations of income, gain, losses, deductions and/or credits attributable to such Pledgor’s ownership interest in such Asset HoldCo following the conclusion of an audit, appeal, court proceeding or similar proceeding by or against a taxing authority in the current year, other than such a proceeding that, as of the Agreement Effective Date, is ongoing or threatened by a taxing authority in writing, or of which such Pledgor or any of its Affiliates has received notice in writing from a taxing authority and (Z) any increase in income taxes imposed on such Pledgor resulting from allocations of income, gain, losses, deductions and/or credits attributable to such Pledgor’s ownership interest in such Asset HoldCo following the filing of an amended tax return; provided that (A) such amount shall be determined taking into account the amount of any distributions that have previously been made by such Asset HoldCo to such Pledgor in respect of the tax imposed on such allocated items of income, gain, loss, deduction or credit; (B) such amount shall not exceed the sum of (I) any income taxes imposed on such Pledgor resulting from allocations of income, gain, losses, deductions and credits recognized in the current taxable year attributable to its ownership interest in such Asset HoldCo, (II) any assessment described in clause (Y) of this paragraph and (III) any increase in income taxes described in clause (Z) of this paragraph, in any case determined as if such allocated items were the only items recognized by such Pledgor for the applicable tax period and using the tax rate specified in the definition of “IAC Tax Distributions” in the Settlement Agreement; and (C) to the extent that any amount in respect of estimated income taxes exceeds the taxes payable for the applicable tax period, as determined pursuant to the immediately preceding subclause (B), or any refund is received in respect of an assessment described in the immediately preceding subclause (B) with respect to which a tax distribution was made, the amount determined for subsequent taxable periods shall be reduced by the amount of such excess (and, for the avoidance of doubt, to the extent that distributions in respect of estimated income taxes for the applicable taxable year were less than the amount of such taxes reflected on the applicable tax return, as determined pursuant to the immediately preceding subclause (B), such Asset HoldCo shall be permitted to distribute to such Pledgor an amount equal to the amount of such shortfall).

“Indebtedness for Borrowed Money” of any Person means, as of any date of determination, all of the following: (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person under finance or capital leases, (iv) all indebtedness of others with respect to obligations referred to in (i) to (iii) above, guaranteed in any manner, directly or indirectly, by such Person, (v) all indebtedness of others with respect to obligations referred to in (i) to (iv) above secured by a Lien on any asset owned by such Person (whether or not such indebtedness is assumed by, or is a personal obligation of, such Person); provided that the amount of such indebtedness will be the lesser of: (a) the fair market value of such asset at such date of determination, and (b) the amount of such indebtedness of such other Person; and (vi) all net reimbursement obligations of such Person with respect to letters of credit, foreign currency sale agreements and bankers’ acceptances, except such as are obtained by such Person to secure performance of obligations (other than for borrowed money or similar obligations).

“Independent Financial Advisor” means (i) a financial advisor selected by a Second Tier Obligor or Asset HoldCo from the financial advisors listed on Exhibit M attached to the Settlement

Agreement or (ii) solely to the extent the applicable Second Tier Obligor or Asset HoldCo is unable to engage any such independent financial advisor set forth in clause (i) of this definition, any other independent financial advisor reasonably acceptable to the MDT.

“Listed Transaction” means (x) a “listed transaction” identified as such by the IRS under Section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b)(2) as of the date of this Agreement or (y) a “listed transaction” identified as such by the IRS under such provisions after the date of this Agreement that is substantially comparable to the type of abusive tax shelter transactions that the IRS has previously identified as “listed transactions” as of the date of this Agreement, in each case unless the IRS has delisted the transaction.

“Material Adverse Effect” means, with respect to Group 4, a material adverse effect on (a) the business, assets or financial condition, in each case, of such Group, (b) the rights and remedies (taken as a whole) of the Secured Party under the Settlement Agreement and the Security Documents (taken as a whole) relating to such Group, (c) the ability of such Group under the Settlement Agreement to satisfy its payment Obligations under the Settlement Agreement and the Security Documents or (d) the Collateral, taken as a whole.

“Perfection Certificate” means, as to each Second Tier Obligor pledging Collateral, a certificate in the form attached hereto as Exhibit A, as supplemented pursuant to Section 3.01(b) and as otherwise amended or modified from time to time at the request of the Secured Party to require the provision of additional information reasonably necessary to ensure due perfection under the laws of additional jurisdictions.

“Pledge Agreement” means that certain New York law-governed Pledge and Security Agreement, dated as of the Settlement Effective Date or thereafter, between the Second Tier Obligors party thereto and the MDT, as the Security Party thereunder, as may be amended, restated, supplemented or otherwise modified from time to time.

“Pledgor” means each Second Tier Obligor.

“Protected Information” means (a) any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure is prohibited by Law or binding agreement not entered into primarily for the purpose of rendering information as Protected Information hereunder, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which any Pledgor owes confidentiality obligations to any third party, (b) any counterparty information, including the names of counterparties (other than information of any member of a Family Group or other Related Party that is not of the type described in clauses (a) or (c) of this definition) and (c) any personal identifying information (including addresses, telephone numbers, government identification numbers or tax identification numbers) and any information protected by General Data Protection Regulation 2016/679 or comparable laws in the European Union, the United Kingdom or the United States.

“Remaining Amount” means, with respect to Group 4, as of any date of determination, the remaining amount potentially owed under the Settlement Agreement (assuming the maximum amount that may be owed by such Group under the Settlement Agreement and Security Documents).

“Second Tier Obligors” means the members of Group 4 identified as Second Tier Obligors on Schedule I attached to this Annex C, together with their successors and assigns.

“Secured Party” means each of (i) the MDT and each of its successors and permitted assigns and (ii) any agent, trustee or other representative or designee (including one or more Subsidiaries or other entities of the MDT formed to carry out its duties and obligations under the Definitive Documents) authorized or appointed to hold any security interest in or Lien on, or take possession or control of, any Collateral on behalf of and for the benefit of itself and any person described in clause (i) above.

“Security Documents” means the Pledge Agreement and each of the other security agreements, pledge agreements, any uncertificated securities control agreement and any other instruments and documents, and each of the supplements thereto, executed and delivered pursuant to this Annex C or otherwise, in order to grant or purport to grant a Lien on any assets to secure the Obligations of Group 4 under the Settlement Agreement or under which rights or remedies with respect to such Liens are governed.

“Third Tier Obligor” means Mortimer D.A. Sackler.

“UCC” shall mean the Uniform Commercial Code or any successor provision thereof (or similar code or statute) as in effect from time to time in any applicable state or jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“Value” means, with respect to any asset as of any date of determination, the value as determined in accordance with Section 1.05.

Section 1.03 Interpretative Provisions. For the avoidance of doubt, the rules of construction set forth in Section 1.02 of the Settlement Agreement shall apply *mutatis mutandis* to this Annex C.

Section 1.04 Division. For all purposes under this Annex C, in connection with any division or plan of division under Delaware Law or any comparable event under a different jurisdiction’s Laws or, in the case of a trust, any division, appointment or other event under the terms of its governing instrument or otherwise causing property of a trust to be held in one or more trusts separate from the original trust, as applicable: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests or, in the case of a new trust, to have been formed on the first date of the acceptance in trust of any property thereof by any trustee thereof.

Section 1.05 Valuation Methodology. It is understood and agreed that for purposes of preparing the quarterly and annual financial statements described in this Annex C and calculating compliance with any covenant contained in this Annex C (including with respect to the Value of the initial Collateral as of the Settlement Effective Date, the Disposition Condition and the HoldCo Distribution Condition), asset valuations shall be determined in all material respects in a manner that is reasonably consistent with the valuation methodologies used by Huron Consulting Services LLC to prepare the Effective Date Net Asset Report and in accordance with this Section 1.05. Notwithstanding the foregoing, (i) all asset valuations (including with respect to the initial Collateral as of the Settlement Effective Date, the Disposition Condition and the HoldCo Distribution Condition) shall exclude any contingent liabilities (including tax liabilities and inchoate claims but, for the avoidance of doubt, guarantees of Indebtedness for Borrowed Money shall be counted in the determination of asset values) and, for the avoidance of doubt, any claims for refunds of estimated taxes that might be payable to a Second Tier Obligor but for an election under Section 643(g) of the Code to treat the payment of such estimated taxes made by such Second Tier Obligor as a payment of estimated taxes made by such Second Tier Obligor’s beneficiary or beneficiaries, (ii) the Second Tier Obligor may exclude any asset in their

sole discretion when calculating compliance with the Disposition Condition and the HoldCo Distribution Condition, (iii) with respect to the valuation of assets consisting of Equity Interests that are listed or quoted for trading on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, OTC Bulletin Board or any other national securities exchange, the “value” thereof shall be based on the arithmetic average of the closing price of a share of such Equity Interests for the ten (10) consecutive trading days on which shares of such Equity Interests traded immediately preceding the date of determination and (iv) all asset valuations shall exclude any Obligations under the Settlement Agreement. In determining asset valuation as of any date of determination, other than in the case of cash, cash equivalents or other assets for which market quotations are readily available and may be determined on such date of determination, the Second Tier Obligor and any Independent Financial Advisor shall use the asset valuation for the applicable assets as of the end of the most recently ended fiscal quarter for which financial statement are available as of such date of determination or, if no such quarterly valuation exists, then the most recent valuation used by the trustees of the Second Tier Obligor to maintain the Second Tier Obligor’s books and records.

ARTICLE II. COLLATERAL MATTERS

Section 2.01 Security; Security Documents.

(a) As credit support for, and to secure the prompt payment and performance of, the Obligations of Group 4 under the Settlement Agreement, the Second Tier Obligor shall, on or before the Settlement Effective Date, grant a perfected first priority security interest in and Lien on all of its right, title and interest in the Collateral in favor of and for the benefit of the Secured Party (including, without limitation, 100% of the Equity Interests in each Asset HoldCo and any Cash Collateral Accounts).

(b) Without limiting the generality of clause (a) of this Section 2.01, on the Settlement Effective Date, the Secured Party shall have a perfected first priority security interest in and Lien on 100% of the Equity Interests of each Asset HoldCo, which Asset HoldCos shall have and own assets with a fair market Value equal to or greater than \$200,000,000.

(c) Subject to the rights of the Secured Party under Sections 4.01 and 4.02, the security interests and Liens created in respect of the Collateral shall be created under the laws of the State of New York by execution by the Second Tier Obligor of the Pledge Agreement and shall be perfected (i) by the filing of a UCC financing statement in the jurisdiction of organization of the Pledgor, (ii) by the delivery to the Secured Party of certificates or other instruments (if any) representing the Equity Interests of an Asset HoldCo, together with stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank and (iii) in the case of the security interest in the Equity Interests of an Asset HoldCo in the form of uncertificated securities under Article 8 of the UCC, by the execution of an uncertificated securities control agreement.

(d) The Pledgor shall promptly and duly take, execute, acknowledge and deliver (and shall cause the Asset HoldCos to cause to be promptly and duly taken, executed, acknowledged and delivered) such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and this Annex C, including such actions necessary to establish, create, preserve, protect, perfect, and maintain perfection and priority of a first priority security interest in and Lien on the Collateral in favor of and for the benefit of the Secured Party (including after-acquired Collateral), in each case in a manner consistent with this Annex C (including Section 2.01(c) hereof) and to enable the Secured Party to exercise any and all remedies in respect thereof. The Pledgor hereby authorizes the Secured Party to file amendments (after notice to the Pledgor of the form and substance of such

amendments), renewals or extensions of any UCC financing statements (or similar filings in other jurisdictions) filed in accordance with this Annex C as may be necessary or appropriate to prevent the lapse or termination thereof, or to maintain the perfection and priority of the Secured Party's security interests in accordance herewith.

Section 2.02 Cash Collateral Accounts.

(a) As additional credit support for, and to secure the prompt payment and performance of, the Obligations of Group 4, at any time following the Settlement Effective Date, any Second Tier Obligor may establish and fund a Cash Collateral Account in such Obligor's discretion. In furtherance of the foregoing, each Cash Collateral Account Pledgor hereby grants to the Secured Party, as collateral security for the prompt and complete payment or performance in full when due (whether by required payment, prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or any similar provision of any other bankruptcy, insolvency, receivership or other similar law) of all Obligations of Group 4 under the Settlement Agreement, a first priority security interest in, and Lien on, all of the Cash Collateral Account Pledgor's right, title and interest in, to and under, the Cash Collateral Accounts, and all assets or amounts held therein or credited thereto, in each case, whether now owned or hereafter acquired, and all products and proceeds thereof. Such security interest and Lien of the Secured Party shall be perfected by means of entry into, and each Cash Collateral Account shall at all times be subject to, a Control Agreement with the Account Bank in favor of the Secured Party, which Control Agreements shall (i) give sole dominion and control over the Cash Collateral Accounts and all assets or amounts held therein or credited thereto to the Secured Party, (ii) provide that the applicable Obligor shall not be entitled to make withdrawals or otherwise provide direction or instructions to the Account Bank or otherwise with respect to the Cash Collateral Accounts or the assets or amounts held therein or credited thereto and (iii) be in the form required by the Account Bank and in form and substance reasonably acceptable to the MDT and the Secured Party.

(b) Notwithstanding any other provisions set forth herein, the applicable Cash Collateral Account Pledgor shall not be permitted to (i) transfer (or direct the transfer of) the Cash Collateral Accounts or the assets or amounts held therein or credited thereto except to make investments in Cash Equivalents that are held in such Cash Collateral Account and withdrawals permitted under Section 2.03 (and for account bank fees and other reasonable and customary expenses of maintaining the Cash Collateral Accounts, excluding income Taxes other than Taxes on income from and gains on investments held therein to the extent such income or gains accrued after the later of (x) the date that is thirty (30) days prior to the Settlement Effective Date and (y) the date such assets were deposited therein) or (ii) maintain any assets in the Cash Collateral Accounts other than cash or Cash Equivalents.

Section 2.03 Withdrawals. Notwithstanding anything to the contrary set forth in this Annex C, withdrawals, payments and other transfers from the Cash Collateral Accounts shall be permitted (and effected by written instruction of the Secured Party to the Account Bank in accordance with the Control Agreements) at the written direction of the Cash Collateral Account Pledgors to the Secured Party (which direction shall include a certification of the satisfaction of the conditions to such withdrawal set forth in this Section 2.03), if and only to the extent (x) the Value of the assets remaining in the Cash Collateral Accounts of Group 4 (after giving effect to such withdrawal, payment or other transfer) is not less than the Remaining Amount of Group 4 on such date of determination after giving effect to any withdrawn amount from the Cash Collateral Accounts on the date of determination, (y) no Breach or Breach Trigger has occurred and is continuing and (z) as otherwise provided in the last sentence of Section 2.02. Upon the occurrence, and during the continuance, of an Enforcement Event with respect to Group 4, notwithstanding anything to the contrary in this Section 2.03, the Secured Party may make withdrawals from the Cash Collateral Accounts and/or direct dispositions of the Cash Collateral Accounts and the

assets or amounts held therein or credited thereto in accordance with the terms of the Control Agreements, the applicable Security Documents, the Settlement Agreement and applicable Law and apply such amounts as set forth in Section 7.01 below.

Section 2.04 Tax Matters.

(a) Before the Settlement Effective Date, each Second Tier Obligor shall provide (and the Pledgors shall cause the Asset HoldCos to provide) a duly completed and executed IRS Form W-9 or Form W-8 (or any successor forms), as applicable, to the Secured Party and shall provide an updated IRS Form W-9 or Form W-8 within thirty (30) days if any certification on a previously-provided IRS Form W-9 or Form W-8 becomes incorrect or as otherwise required under applicable Law, and from time to time upon the reasonable request of the Secured Party. Each Second Tier Obligor shall provide (and the Pledgors shall cause the Asset HoldCos to provide) any other tax forms or certifications that the Secured Party may reasonably request and which it is lawfully able to provide to permit the Secured Party to comply with any tax withholding or reporting requirements prescribed by applicable Law.

(b) Each Second Tier Obligor shall provide (and the Pledgors shall cause the Asset HoldCos to provide) to the purchaser of any Collateral, or such purchaser's designated agent(s), upon the reasonable request of such purchaser or such purchaser's designated agent(s), (i) a duly completed and executed IRS Form W-9 or IRS Form W-8 (or any successor forms), as applicable, and (ii) any other tax forms or certifications that are necessary and appropriate in order to minimize amounts required to be withheld, set off or otherwise deducted for any taxes in connection with any sale of such Collateral.

Section 2.05 New Pledgor; Additional Collateral.

(a) Upon the occurrence of any event after the Settlement Effective Date that requires any Person to grant a security interest in and Lien on its assets pursuant to this Annex C or any Security Document, (x) the applicable Second Tier Obligor party to such transaction shall deliver notice to the MDT and (y) within forty-five (45) days of such event (or such longer period as may be agreed to in writing by the MDT), such Second Tier Obligor shall (and, if applicable, shall cause any new pledgor to) (I) execute and deliver to the MDT such amendments or supplements to the relevant Security Documents as required thereby or such other documents or agreements required by this Annex C or any Security Document to grant to the Secured Party a perfected first-priority security interest in and a Lien on the assets that constitute or are required to constitute Collateral and (II) take all actions to cause such security interest and Lien to be duly perfected as required by and in accordance with the Security Documents and this Annex C.

(b) Upon the acquisition of additional Equity Interests of an Asset HoldCo and/or any other assets that constitute or are required to constitute Collateral under this Annex C or any Security Document, in each case, that are not automatically secured and perfected pursuant to the Security Documents (including filed UCC financing statements), (x) the applicable Second Tier Obligor shall deliver notice to the MDT and (y) within forty-five (45) days of such acquisition, the applicable Second Tier Obligor shall (I) execute and deliver to the MDT such amendments or supplements to the relevant Security Documents as required thereby or such other documents or agreements required by this Annex C or any Security Document to grant to the Secured Party a perfected first-priority security interest in and a Lien on such Collateral and (II) take such other actions to cause such security interest and Lien to be duly perfected as required by and in accordance with the Security Documents and this Annex C (including, for the avoidance of doubt, delivery of any certificated securities or uncertificated securities control agreements, if applicable, as described in Section 2.01(c)).

(c) Upon the reasonable request of the MDT, the applicable Second Tier Obligor shall deliver opinions of counsel in connection with the transactions described in clauses (a) and (b) of this Section 2.05 and the agreements required to be executed thereby, (x) as to the corporate and/or trustee authority of the relevant Second Tier Obligor to enter into such agreements, in form and substance consistent with the opinions delivered by the Second Tier Obligors on the Settlement Effective Date (or otherwise reasonably acceptable to the MDT) and (y) as to the creation, perfection and enforceability of the relevant security interest with respect to the Collateral, in form and substance reasonably acceptable to the MDT.

ARTICLE III. SECOND TIER OBLIGOR AFFIRMATIVE COVENANTS

Each Second Tier Obligor warrants, covenants and agrees with the MDT (subject to the last paragraph of Article IV) that such Second Tier Obligor shall, and shall cause its Asset HoldCos to:

Section 3.01 Financial Statements, Reports.

(a) Furnish to the MDT, within ninety (90) days following the end of each six-month period, commencing with the sixth-month period ending on the first December 31 or June 30 (as applicable) immediately following the Settlement Effective Date, (i) unaudited balance sheets of such Second Tier Obligor in a form consistent with reporting prepared in the ordinary course of trust administration by or on behalf of the trustees for such Group (with omission and/or redaction of any Protected Information; (ii) a compliance certificate (substantially consistent with the form attached as Exhibit B hereto) stating that such Second Tier Obligor is in compliance with the covenants applicable to such Second Tier Obligor, (iii) statements and other reporting with respect to the fair market Value of the Collateral that was received from third parties by such Second Tier Obligor and/or Asset HoldCo during such period, as applicable, and consistent with past practice (with omission and/or redaction of any confidential information), and (iv) in the case of the Cash Collateral Account Pledgors, a reporting of the balance of cash and Cash Equivalents held in the Cash Collateral Accounts, in form reasonably satisfactory to the MDT;

(b) Furnish to the MDT, together with the compliance certificate delivered under Section 3.01(a)(ii) above relating to the period including December 31 of any calendar year, a certification that the Secured Party's security interests in and Liens on the Collateral remain perfected in accordance with the Security Documents as of a date not more than thirty-one (31) days prior to the date of such certificate and a supplement to the Perfection Certificate (if applicable) setting forth any change or update to the information set forth therein since the Settlement Effective Date (or the date of the last such supplement, if applicable);

(c) Furnish to the MDT prompt written notice of any change, event, effect or occurrence that would reasonably be expected to have a material adverse effect on the creation, preservation, perfection, priority or maintenance of the perfection (or validity) of the security interest granted over the Collateral, the financial condition of any Second Tier Obligor within Group 4 or the ability of the MDT or any other Secured Party to exercise and enforce its rights under the Security Documents with respect to such obligor, but in any event within thirty (30) days thereof (and within twenty (20) days before perfection lapses), which notice shall describe such change, event, effect or occurrence and reasonably detail the expected material adverse effect;

(d) Furnish to the MDT, in the event of any change in a Pledgor's or Asset HoldCo's (A) trustee(s) or the legal or organization name, (B) location of its chief executive office or principal place of business or administration (or, if applicable, in the location of the chief executive office, principal place

of business or residence of any trustee of a Pledgor), (C) organizational type, (D) federal taxpayer identification number or organizational identification number, if any, or (E) jurisdiction of organization (or in the case of a trust, administration or governing law) (in each case, including by merging with or into any other entity, reorganizing, dissolving, dividing into two or more trusts, “decanting” in further trust by reason of the exercise of any power of appointment (held in a fiduciary capacity or otherwise), liquidating, reorganizing or organizing in any other jurisdiction), the applicable Second Tier Obligor shall (x) deliver prompt written notice of such change (and in any event, at least ten (10) days prior to the occurrence) and (y) take all actions necessary to maintain (without lapse or change in priority) the validity, perfection and priority of the security interests provided for in the Security Documents and reimburse the Secured Party for any reasonable, documented, out-of-pocket costs and expenses incurred by it in connection therewith; and

(e) Make the appropriate subject matter experts available for consultation in connection with information provided under the above information covenants; provided that the MDT will not request consultation more than one (1) time within any 12-month period.

Section 3.02 Preservation of Existence. (a) Preserve, renew and maintain its jurisdiction of administration and governing law jurisdiction as set forth in the Perfection Certificate (as updated from time to time subject to Section 3.01(d) and the other provisions of this Annex C) and (b) in the case of an Asset HoldCo and trustees that are not natural persons of each Second Tier Obligor, preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization.

Section 3.03 Compliance with Laws. Comply with the requirements of all applicable Laws and all orders, writs, injunctions and decrees of any Governmental Authority applicable to it or the trust property and the administration thereof (or, to the extent applicable, the business of the trust company) except to the extent non-compliance could not reasonably be expected to have a Material Adverse Effect.

Section 3.04 Books and Records. Maintain proper books of record and account in a manner consistent with past practice in all material respects.

Section 3.05 Tax Payments. Pay and discharge promptly all Taxes before the same shall become delinquent or in default; provided that such payment and discharge shall not be required with respect to (a) Taxes being contested in good faith by appropriate proceedings as long as any such contested Taxes determined to be due shall be paid no later than the earlier of (i) sixty (60) days following the date on which such determination (within the meaning of Section 1313(a) of the Code for U.S. federal income taxes and by analogy for other Taxes) becomes final and non-appealable and (ii) the date on which the relevant taxing authority has the legal right to seize, or force a sale of, the property of a Second Tier Obligor or Asset HoldCo in full or partial satisfaction of such contested Taxes; provided that the existence of such legal right is known, or reasonably should have been known to, such Second Tier Obligor or Asset HoldCo, or (b) Taxes the non-payment of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 3.06 Tax Returns. Timely (after taking into account any applicable extensions) file all material IRS Forms 8886 (or any successor forms) and any analogous tax forms for U.S. state income tax purposes, in each case that are required by Law to be filed with respect to any transaction to which it is a party that it knew, or reasonably should have known, is a “listed transaction” identified as such by the Internal Revenue Service under Section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b)(2) (other than any such transaction described in Section 4.07(ii)) in a manner that is true, accurate and complete in all material respects.

Section 3.07 Confession of Judgment. In respect of each Second Tier Obligor, execute a confession of judgment in form and substance reasonably satisfactory to the MDT (the “**Confession of Judgment**”) with respect to the Obligations of such Second Tier Obligor under the Settlement Agreement (assuming the maximum amount that may be owed by Group 4 under the Settlement Agreement and Security Documents), together with all supplements (or, if so required, new confessions of judgment consistent in scope to the original Confessions of Judgment) that are necessary to maintain the effectiveness and validity of any such Confession of Judgment.

ARTICLE IV. SECOND TIER OBLIGOR NEGATIVE COVENANTS

Each Second Tier Obligor warrants, covenants and agrees with the MDT (subject to the last paragraph of this Article IV) that no such Second Tier Obligor shall, nor shall it cause or permit any Asset HoldCo owned by the applicable Second Tier Obligor to:

Section 4.01 Limitations on Transfers.

(a) In the case of each Second Tier Obligor, Dispose of any assets or properties to any Person, whether directly or indirectly, unless such Disposition (i) is to (A) another Second Tier Obligor or (B) the Third Tier Obligor (subject, in the case of this clause (B), to the satisfaction of the HoldCo Distribution Condition at such time if (after giving effect to such Disposition) the aggregate amount in the relevant calendar year of all such Dispositions under this clause (B) and all Distributions (or other payments) under clause (B) of Section 4.02 would collectively exceed \$5,000,000), (ii) is a Distribution permitted by Section 4.02, (iii) is in an amount not to exceed an amount such that the Disposition Condition is satisfied at such time after giving pro forma effect to such Disposition; provided that in the case of this clause (iii), the HoldCo Distribution Condition is satisfied at such time, or (iv) is for reasonably equivalent value (and in the case of an in-kind exchange, taking into account any differences in the amount of tax that may be payable on the built-in gain (as determined for tax purposes of the applicable tax jurisdiction) associated with the assets or properties disposed of, as of immediately prior to such Disposition, and any assets or properties received in such Disposition); provided that (A) with respect to any transaction or series of related transactions relying on clause (iii) above involving aggregate consideration in excess of \$10,000,000, such Second Tier Obligor delivers to the MDT a written opinion by an Independent Financial Advisor stating that such transaction or series of related transactions complies with this Section 4.01(a) and (B) any Disposition of the Equity Interests of an Asset HoldCo permitted under this Section 4.01(a) shall require entry into equivalent security and perfection arrangements reasonably acceptable to the Secured Party (and, in the case of proceeds consisting of Equity Interests of an Asset HoldCo, consistent with Section 2.01) to continue the first priority perfected security interest in and Lien on (x) the proceeds thereof or any Equity Interests acquired in connection therewith (in each case without lapse or change in priority) or (y) the Equity Interests of such Asset HoldCo in the case of a Disposition to another member of Group 4; provided, further, that in the case of the Cash Collateral Account Pledgors, the foregoing shall not apply to Dispositions of the Cash Collateral Accounts and the assets and amounts held therein or credited thereto, which transaction shall be subject to the restrictions on withdrawals described in Section 2.03 of this Annex C.

(b) In the case of an Asset HoldCo, Dispose of or make payment or distribution of assets to any Person (whether to a member of Group 4 or otherwise), whether directly or indirectly, unless (i) such transaction or series of related transactions is for reasonably equivalent value (which, for the avoidance of doubt, shall not include payments under the Settlement Agreement) (and in the case of an in-kind exchange, taking into account any differences in the amount of tax that may be payable on the built-in gain (as determined for tax purposes of the applicable tax jurisdiction) associated with the assets or properties disposed of, as of immediately prior to such Disposition, and any assets or properties received

in such Disposition); provided that with respect to any transaction or series of related transactions involving aggregate consideration in excess of \$10,000,000, the applicable Second Tier Obligor delivers to the MDT a written opinion, in form and substance reasonably satisfactory to the MDT, by an Independent Financial Advisor stating that such transaction or series of related transactions complies with this Section 4.01(b); provided, further, that with respect to any exchange of assets among an Asset HoldCo and a Second Tier Obligor or the Third Tier Obligor (or any Related Party), the assets received by such Asset HoldCo must be of at least substantially equivalent liquidity to the assets exchanged by such Asset HoldCo; (ii) the HoldCo Distribution Condition shall be satisfied after giving pro forma effect to such transaction or series of related transactions; (iii) such transaction or series of related transactions is a cash distribution by an Asset HoldCo to a Pledgor (A) to pay HoldCo Taxes or (B) to pay other expenses (other than income taxes) of (or attributable to the ownership of) such Asset HoldCo and its operations or (iv) such transaction or series of related transactions does not involve consideration in excess of \$100,000 per calendar year.

Section 4.02 Limitations on Distributions. In the case of each Second Tier Obligor, make any Distributions or other payments to, or for the use of, any Person (including any beneficiaries of Second Tier Obligors that are Trusts) that is not (A) a Second Tier Obligor or (B) the Third Tier Obligor (subject, in the case of this clause (B), to the satisfaction of the HoldCo Distribution Condition at such time if (after giving effect to such Distribution or other payment) the aggregate amount in the relevant calendar year of all such Distributions (or other payments) under this clause (B) and all Dispositions under clause (B) of Section 4.01(a) would collectively exceed \$5,000,000), in each case whether directly or indirectly; provided that (i) the Second Tier Obligors and any beneficiaries of the Second Tier Obligors shall be permitted to use (other than for Dispositions) residential real estate, art and collectibles and other tangible personal use property (but, for the avoidance of doubt, excluding cash, cash equivalents, securities or other financial assets), in each case (x) in the ordinary course, (y) in the case of beneficiaries, not for commercial purposes and (z) solely to the extent such use does not deplete the value of such property (ordinary course wear and tear excepted) and (ii) any Distribution or other payment of the Equity Interests of an Asset HoldCo to another Person within Group 4 permitted under this Section 4.02 shall require entry into equivalent security and perfection arrangements reasonably acceptable to the Secured Party (and, in the case of proceeds consisting of Equity Interests, consistent with Section 2.01) to continue the first priority perfected security interest in and Lien on (A) the proceeds thereof (including any Equity Interests acquired in connection therewith) (in each case without lapse or change in priority) and (B) the Equity Interest of such Asset HoldCo in the case of a Distribution or other payment of such Equity Interests to another Person within Group 4. For the avoidance of doubt, (x) any Disposition by an Asset HoldCo to the beneficiaries of its related Second Tier Obligor shall be deemed to constitute a Distribution by such Second Tier Obligor and shall be subject to this Section 4.02 and (y) in the case of the Cash Collateral Account Pledgors, the foregoing shall not apply to Distributions from the Cash Collateral Accounts and the assets and amounts held therein or credited thereto, which transactions shall be subject to the restrictions on withdrawals described in Section 2.03 of this Annex C.

Section 4.03 Related Party Transactions. Enter into any transaction or series of related transactions, whether directly or indirectly, with any Related Party other than (a) in the case of a Second Tier Obligor, transactions with other Second Tier Obligors or the Third Tier Obligor; *provided, however* that, no such transaction with the Third Tier Obligor shall have an adverse effect on the Value of the assets of such Second Tier Obligor, (b) Existing Related Party Loans (and performance of obligations thereunder), (c) Dispositions permitted by Section 4.01, (d) Distributions permitted by Section 4.02, (e) entry into the Settlement Agreement (including this Annex C) and the Security Documents and the transactions required or expressly permitted thereby to be entered into with any Related Party (and performance of the obligations thereunder), (f) any transaction or series of related transactions on terms no less favorable to such Second Tier Obligor or Asset HoldCo than those that would have been obtained

in a comparable transaction on an arm's-length basis with a Person other than a Related Party and (g) solely in the case of an Asset HoldCo, any transaction or series of related transactions if, after giving pro forma effect thereto, the HoldCo Distribution Condition shall be satisfied; provided that with respect to any transaction or series of related transactions relying on clause (f) above involving aggregate consideration in excess of \$10,000,000, such Second Tier Obligor or Asset HoldCo shall deliver to the MDT a written opinion by an Independent Financial Advisor stating that such transaction or series of related transactions complies with this Section 4.03(f); provided, further, that the Second Tier Obligors and any beneficiaries shall be permitted to use (other than for Dispositions) residential real estate, art and collectibles and other tangible personal use property (but, for the avoidance of doubt, excluding cash, cash equivalents, securities or other financial assets), in each case (x) in the ordinary course, (y) in the case of beneficiaries, not for commercial purposes and (z) solely to the extent such use does not deplete the value of such property (ordinary course wear and tear excepted).

Section 4.04 Indebtedness and Liens. Incur, create, assume or permit or cause to exist, directly or indirectly, any Indebtedness for Borrowed Money, or incur, create, assume or grant or cause or (in the case of any consolidations, mergers or divisions otherwise permitted hereunder) suffer to exist, any Lien on any of its property or assets, except for:

(a) Liens created by the Security Documents (it being understood that (x) the payment Obligations arising out of the Settlement Agreement and Security Documents do not constitute Indebtedness for Borrowed Money for purposes of this covenant and (y) the Security Documents shall not permit any Liens to secure Indebtedness for Borrowed Money);

(b) Indebtedness for Borrowed Money and Liens incurred for the purpose of investments of such party to the extent incurred in the ordinary course of business and consistent with past practices;

(c) Indebtedness for Borrowed Money that constitutes purchase money indebtedness (and Liens securing such purchase money indebtedness) incurred in connection with the acquisition of assets (including real estate) so long as (x) any such Liens are limited solely to the assets being acquired and the proceeds thereof and (y) such assets being acquired are acquired and remain owned by the Second Tier Obligor or Asset HoldCo incurring such purchase money indebtedness;

(d) In the case of an Asset HoldCo, any Indebtedness for Borrowed Money or Liens if, after giving pro forma effect to the incurrence of such Indebtedness for Borrowed Money or Liens, the HoldCo Distribution Condition shall be satisfied;

(e) Indebtedness for Borrowed Money consisting of Existing Related Party Loans;

(f) Liens for Taxes that are not yet delinquent, that are being contested in accordance with Section 3.05(a) or the non-payment of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect;

(g) Carrier's, warehousemen's, mechanics', landlords', materialmen's, repairmen's or other Liens arising by operation of law in the ordinary course of business;

(h) Easements, rights-of-way, building, zoning and similar restrictions, utility agreements, covenants, reservations, restrictions, encroachments, charges, and other similar encumbrances or title defects incurred, or leases or subleases granted by or to others, in the ordinary course of business, which do not in the aggregate materially interfere with the ordinary use of property;

(i) Liens over deposit, securities, brokerage or similar accounts securing obligations (other than Indebtedness for Borrowed Money) to the relevant bank or intermediary incurred in the ordinary course of business;

(j) Other Indebtedness for Borrowed Money in an amount not exceeding \$3,000,000 outstanding in the aggregate at any time;

(k) Liens securing obligations not exceeding \$3,000,000 outstanding in the aggregate at any one time;

(l) Indebtedness for Borrowed Money in existence on the Financial Information Record Date and disclosed in the Effective Date Net Asset Report, and extensions, refinancings, renewals and replacements thereof; provided that the aggregate principal amount thereof does not exceed the amount disclosed and outstanding as of such date other than for accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement thereof; and

(m) Liens in existence on the Financial Information Record Date and disclosed in the Effective Date Net Asset Report; provided that (i) such Liens secure only those obligations secured on the Settlement Effective Date and extensions, refinancings, renewals and replacements thereof that do not increase the outstanding principal amount thereof other than for accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement thereof, and (ii) such Liens do not extend to any other property or asset other than the property or assets securing such obligations on the Settlement Effective Date and the proceeds or products thereof.

Section 4.05 Other Transactions. Enter into any transaction or series of related transactions or agreement, in each case, whether directly or indirectly, that would materially restrict or impair its ability to Dispose of or otherwise liquidate a material portion of its assets and properties (excluding (a) as required under the Settlement Agreement and the Security Documents and (b) transfer or assignment restrictions under or in respect of investments or contracts in each case entered into in the ordinary course of business so long as such restrictions relate to such agreement and the assets covered thereby).

Section 4.06 Mergers and Consolidations. Consolidate, merge, amalgamate, divide or Dispose of all or substantially all of its assets, taken as a whole, in any one transaction or series of transactions, to any other Person unless (i) the resulting, surviving or transferee Person (the “**successor**”) is either the applicable Payment Party or expressly assumes by separate agreement satisfactory to the MDT all of such Payment Party’s Obligations under the Settlement Agreement and the Security Documents (and, in the event that the Second Tier Obligor or Asset HoldCo party to such consolidation, merger, amalgamation, division, or Disposition is not the surviving or transferee Person, such surviving or transferee Person shall be deemed to be a Second Tier Obligor or Asset HoldCo for all purposes under the Settlement Agreement (including this Annex) and the Security Documents), (ii) such consolidation, merger, amalgamation, division or Disposition shall not have the effect of rendering any Liens of the Secured Party on the Collateral invalid, unenforceable or unperfected; (iii) the successor takes any and all steps as are necessary to maintain the Secured Party’s perfected first priority security interest in the Collateral (without lapse or change in priority); (iv) the applicable trust/trustee or entity delivers to the MDT opinions of counsel, in form and substance reasonably acceptable to the MDT, stating that any consolidation, merger, amalgamation, division or Disposition referred to in this covenant complies with the provisions of this covenant and that all conditions precedent provided herein relating to such transactions have been complied with and (v) the applicable trustee of any resulting trust(s) has delivered a Trust Certification to the MDT in respect of such trust that includes an additional confirmation that the

resulting trust(s) were funded in accordance with the terms of the original trusts' governing instrument that apply in default of the exercise of any power of appointment and (vi) each Assuring Party who is a Power Holder with respect to the resulting trust(s) has delivered a Further Assurances Undertaking to the MDT to the extent they have not already provided such Further Assurances Undertaking.

Section 4.07 Listed Transactions. Be a party to any transaction that it knew, or reasonably should have known, is a Listed Transaction as of the earlier of (x) the time it entered into the transaction or (y) the time it entered into a binding commitment to enter into the transaction; provided that, for purposes of this covenant, (i) the Plan and Settlement Agreement and the payments and transactions contemplated thereby shall not be taken into account and (ii) no Second Tier Obligor or Asset HoldCo shall be treated as a party to a Listed Transaction that is entered into by any collective investment vehicle or other entity if (A) such entity is managed by a professional investment advisor that is unaffiliated with such Second Tier Obligor or Asset HoldCo, as applicable (or any of its Related Parties) and (B) such Second Tier Obligor or Asset HoldCo, as applicable (together with any of its Related Parties) does not have dominion and control over the entity's investment decisions.

Section 4.08 Amendments or Waivers of Organizational Documents. Agree to or otherwise give effect to any amendment, restatement, supplement or other modification to, or waiver of, any Second Tier Obligor's or Asset HoldCo's organizational documents (including trust documentation) after the Settlement Effective Date, in each case, to the extent the same (a) adds to the beneficiaries of a Second Tier Obligor other than by adding a charity, former beneficiary, the spouse of a current or former beneficiary or by reason of the exercise of a power of appointment by a Person other than the trustee of such Second Tier Obligor (acting in such Person's capacity as trustee (and not in its own individual or personal capacity)) or (b) would reasonably be expected to materially and adversely affect the interests of the MDT (including without limitation, with respect to the perfection and/or priority of any Secured Party's security interest in the Collateral) or the ability of the applicable Second Tier Obligor or Asset HoldCo to perform its Obligations under the Settlement Agreement and Security Documents and otherwise pay the applicable Full Outstanding Settlement Amount, in each case as to matters covered by this clause (b), without obtaining the prior consent of the MDT to such amendment, restatement, supplement or other modification or waiver; provided that any such amendment, restatement, supplement or modification shall maintain the Secured Party's perfected first priority security interest in the Collateral (without lapse or change in priority).

Section 4.09 Business Activities. In the case of an Asset HoldCo, engage in any business activities other than holding and dealing in its assets and investments consistent with past practice.

Section 4.10 Change in Trustees. In the case of Second Tier Obligors that are Trusts:

(a) Cause or suffer to exist any change in the trusteeship without the prior written consent of MDT; and

(b) Recognize the appointment of (including without limitation by granting control over any trust asset to) any additional or replacement trustee, unless and until such additional or replacement trustee (x) becomes a party to the Settlement Agreement and the Security Documents in its capacity as such trustee and thereby confirms and agrees that such trustee is bound by the terms and provisions of the Settlement Agreement and the Security Documents (as applicable), (y) such additional or replacement trustee is approved by the Jersey Court (in the case of trusts organized under the laws of Jersey) and delivers an updated Trust Certification and (z) all steps that are necessary to maintain the perfected first priority security interest of the Secured Party in the Collateral (without lapse or change in priority) shall have been taken.

Notwithstanding anything to the contrary in this Annex C, (x) the Second Tier Obligors and Asset HoldCos shall be permitted to pay reasonable expenses (including Taxes on income from and gains on investments) in connection with their operation and their compliance with the Settlement Agreement and Security Documents and related matters (and an Asset HoldCo may make distributions to a Pledgor to pay such amounts; provided that such amounts are not paid from the Cash Collateral Accounts (other than amounts permitted to be paid therefrom pursuant to Section 2.03) and no amounts shall be permitted to be distributed under this clause (x) with respect to Taxes other than amounts permitted to be distributed under Section 4.01(a)(ii)) and (y) each Second Tier Obligor and Asset HoldCo shall be permitted to continue to pursue investment strategies and use investment techniques generally consistent with past practice or consistent with standard practice in the investment management and/or financial services industries, in each case to the extent such strategies and investment techniques are not inconsistent with the limitations set forth in Sections 4.01, 4.02, 4.03, 4.04, and 4.06 above.

ARTICLE V. THIRD TIER OBLIGOR COVENANTS

Section 5.01 Confession of Judgment. The Third Tier Obligor shall execute a Confession of Judgment with respect to its Obligations under the Settlement Agreement (assuming the maximum amount that may be owed by the Payment Group of such Third Tier Obligor under the Settlement Agreement and Security Documents), together with all supplements (or, if so required, new confessions of judgment consistent in scope to the Confessions of Judgment) that are necessary to maintain the effectiveness and validity of any such Confession of Judgment.

Section 5.02 Third Tier Obligor Negative Covenants. The Third Tier Obligor warrants, covenants and agrees with the MDT that, so long as the Settlement Agreement shall remain in effect, it shall not:

(a) Other Transactions. Enter into any transaction or series of related transactions or agreements that would materially restrict or impair its ability to Dispose of or otherwise liquidate a material portion of its assets and properties (excluding (a) as required under the Settlement Agreement and the Security Documents and (b) transfer or assignment restrictions under or in respect of investments or contracts entered into in the ordinary course of business so long as such restrictions relate to such agreement and the assets covered thereby).

(b) Limitations on Transfers. Dispose of assets to any other Person unless such Disposition is for reasonably equivalent value, as applicable; provided that that with respect to any transaction or series of related transaction involving aggregate consideration in excess of \$5,000,000, the Third Tier Obligor delivers to the MDT a written opinion by an Independent Financial Advisor stating that such transaction or series of related transactions complies with this covenant; provided, further, that this clause (b) shall not apply to (x) taxable gifts within the meaning of IRC Section 2501 made to Second Tier Obligors in an aggregate amount during the term of the Settlement Agreement not to exceed the lesser of (A) the unused portion of the Third Tier Obligor's U.S. Federal Unified Tax Credit as of the Settlement Effective Date and (B) the amount of the unused portion of the Third Tier Obligor's U.S. Federal Unified Tax Credit applicable as of the date of any such taxable gift, (y) transfers of assets, in an amount not exceeding \$500,000 per calendar year and (z) transfers of assets involving aggregate consideration in an amount not to exceed an amount such that the Disposition Condition is satisfied at such time after giving pro forma effect to such transfer; provided that in the case of clause (z), the HoldCo Distribution Condition is satisfied at such time; provided, further, that for purposes of this clause (y), payment of any transfer tax imposed other than by reason of death (including U.S. Federal gift or generation-skipping transfer tax or non-U.S. Federal transfer tax and interest and penalties, if any, on any of the foregoing) shall be treated as a transfer of assets for purposes of this clause (y) made in the year of payment. For purposes of this

clause (b), the term “U.S. Federal Unified Tax Credit” means the amount, if any, which the Third Tier Obligor may gift free of U.S. Federal gift tax imposed on taxable gifts under IRC Section 2501 by reason of IRC Section 2010(c)(2), (i) taking into account all prior gifts of the Third Tier Obligor, (ii) determined after giving effect to any effective election to split gifts under IRC Section 2513 and after giving effect to the prior use and continued availability of any deceased spousal unused exclusion amount under IRC Section 2010(c)(2)(B), and (iii) for purposes of sub-clause (A) taking into account, on an annual basis, the inflation adjustment determined pursuant to IRC Section 2010(c)(3)(B) to the basic exclusion amount under IRC Section 2010(c)(3)(A) and (C) (except that in calculating such inflation adjustment, the basic exclusion amount shall be treated as being the lesser of such amount in effect as of the Settlement Effective Date and such amount in effect as of the date of any such taxable gift).

Section 5.03 Third Tier Obligor Reporting. Within thirty (30) days after the end of each fiscal year, the Third Tier Obligor shall provide to the MDT an annual compliance certificate stating that the Third Tier Obligor is in compliance with the covenants applicable to it and certifying whether the Value of such Person’s personal net assets as of the end of such fiscal year as determined by Section 1.05 is equal to or greater than \$50,000,000.

ARTICLE VI. ADDITIONAL CONDITIONS PRECEDENT

Section 6.01 Additional Conditions Precedent to Settlement Effective Date. In addition to the conditions set forth in Section 10.01 of the Settlement Agreement, the occurrence of the Settlement Effective Date shall be subject to the satisfaction (or waiver by the Parties in accordance with Section 10.01 of the Settlement Agreement) of the following conditions:

(a) The MDT (or its counsel) shall have received a duly executed copy of the Pledge Agreement;

(b) The MDT (or its counsel) shall have received UCC-1 financing statements in a form prepared for filing in the jurisdiction of organization of the Pledgors and otherwise in form and substance reasonably satisfactory to the MDT (or its counsel);

(c) All Equity Interests of the Asset HoldCos shall have been pledged pursuant to the Security Documents (including uncertificated securities control agreements, as applicable) and the MDT (or its counsel) shall have received all certificates or instruments, if any, representing such Equity Interests of the Asset HoldCos, accompanied by stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank;

(d) The MDT (or its counsel) shall have received the Confessions of Judgment;

(e) The MDT (or its counsel) shall have received a duly executed copy of a Perfection Certificate;

(f) The MDT (or its counsel) shall have received customary opinions of counsel in form and substance consistent with the requirements set forth in Section 8.11 of the Settlement Agreement; and

(g) The MDT (or its counsel) shall have received the Effective Date Net Assets Report and such other evidence, reasonably satisfactory to it, as to compliance with the terms set forth in Section 2.01(b) hereof.

**ARTICLE VII.
ENFORCEMENT EVENTS; REMEDIES; BREACHES**

Section 7.01 Occurrence of an Enforcement Event; Priority of Payments. Upon the occurrence, and during the continuance of, an Enforcement Event with respect to Group 4, the Secured Party shall have the right to foreclose on the Collateral, liquidate, or direct the liquidation of the Collateral in accordance with the Security Documents and otherwise exercise all rights and remedies against the Collateral as provided in (and subject to) the Settlement Agreement and the Security Documents or under applicable Law, and in each case shall apply the proceeds thereof to pay (A) first, any costs or expenses incurred by the MDT or any other Secured Party to enforce the Settlement Agreement, the Security Documents or otherwise incurred in connection with the exercise of remedies, in each case, solely with respect to Group 4, (B) second, any accrued and unpaid interest, late payment fees, other fees or other payment Obligations (other than the Full Outstanding Settlement Amount) due to the MDT under the Settlement Agreement and the Security Documents solely on account of the obligations of Group 4 and (C) third, the Full Outstanding Settlement Amount of Group 4 then outstanding under the Settlement Agreement, with any excess proceeds being retained by the relevant obligor.

Section 7.02 Death of Third Tier Obligor. In the event of the death of the Third Tier Obligor while the Obligations of Group 4 to the MDT under the Settlement Agreement are greater than zero (assuming, for such purposes, the maximum amount that may be owed by Group 4 under the Settlement Agreement and Security Documents), the payment Obligations of the Third Tier Obligor under the Settlement Agreement and the Security Documents shall remain obligations of the estate of the Third Tier Obligor, and transfers of assets from the estate of such obligor shall be restricted unless and until the Full Outstanding Settlement Amount and all other payment Obligations of Group 4 are reduced to zero (assuming, for such purposes, the maximum amount that may be owed by Group 4 under the Settlement Agreement and Security Documents); provided that any such transfer or transfers shall be permitted if the Holdco Distribution Condition is satisfied at the time of such transfer or transfers.

Section 7.03 Breaches.

(a) Each of the following shall, upon notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement, constitute a Breach Trigger and, if such Breach Trigger continues for thirty (30) or more days, shall constitute a Specified Breach with respect to Group 4:

(i) Any Second Tier Obligor or Third Tier Obligor, as applicable, fails to perform or observe any term, covenant or agreement contained in any of Sections 2.01(d), 2.02(b)(i), 2.05(a) and (b), 3.03, 3.05, 3.07 (solely with respect to the obligation to maintain regular renewals as necessary under applicable law of the Confessions of Judgment), 4.02 (other than any breach of clauses (y) or (z) of Section 4.02), 4.03 (other than any breach of clauses (y) or (z)), 4.04, 4.06, 4.08, 4.10(b), 5.01 (solely with respect to the obligation to maintain regular renewals as necessary under applicable law of the Confessions of Judgment);

(ii) Any Second Tier Obligor fails to deliver to the MDT a written opinion by an Independent Financial Advisor for any transaction or series of related transactions involving aggregate consideration in excess of \$10,000,000 in accordance with clause (A) of Section 4.01(a) or Section 4.01(b); and

(iii) Any Third Tier Obligor, as applicable, fails to deliver to the MDT a written opinion by an Independent Financial Advisor for any transaction or series of related transactions involving aggregate consideration in excess of \$5,000,000 in accordance with Section 5.02(b).

(b) The failure of any Second Tier Obligor or Third Tier Obligor, as applicable, to perform or observe any obligation to deliver any supplement to the Confessions of Judgment pursuant to Sections 3.07 or 5.01, which shall, upon notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement, constitute a Breach Trigger, and if such Breach Trigger continues for sixty (60) or more days, shall constitute a "Non-Specified Breach" with respect to Group 4.

(c) Any other breach by any Second Tier Obligor or Third Tier Obligor of any term, covenant or agreement contained in this Annex C that is not set forth in Sections 7.06(a) and (b) shall constitute a Non-Specified Breach with respect to Group 4 if not cured within thirty (30) days following notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement.

ARTICLE VIII. MISCELLANEOUS

Section 8.01 Termination. The Obligations described in this Annex C shall terminate, and all security interests granted under the Security Documents shall be automatically released and all other requirements described in this Annex C shall be extinguished, with respect to Group 4 on the date on which the Full Outstanding Settlement Amount and all other payment Obligations of Group 4 under the Settlement Agreement are paid in full in cash and reduced to \$0 (assuming, for such purposes, the maximum amount that may be owed by Group 4 under the Settlement Agreement and Security Documents); provided that such Obligations, and all security interests in connection therewith, shall be automatically reinstated if and to the extent that, for any reason, the MDT is required to disgorge, turn over, or otherwise pay any amount paid to the MDT by or on behalf of Group 4, whether as a result of any proceeding in bankruptcy or reorganization or otherwise.

Section 8.02 [Release of Collateral; Termination of Reporting; Termination of Covenants].² To the extent the Cash Collateral Account Pledgor(s) maintain Cash Collateral Accounts holding cash or Cash Equivalents therein with a Value exceeding the Remaining Amount of Group 4 for a period of ten (10) days,

(a) the Secured Party's security interests in all other Collateral of Group 4 (other than such Cash Collateral Accounts) shall terminate, and the MDT shall take any actions reasonably requested by such Obligors to release its Liens on such Collateral (other than such Cash Collateral Accounts); provided that all such security interests and Liens shall be automatically reinstated if and to the extent that, for any reason, the foregoing condition is no longer met, and the Obligors in Group 4 shall promptly and duly take, execute, acknowledge and deliver such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and this Annex A; and

(b) all obligations under Article III, Article IV and Article V shall terminate, except with respect to the maintenance by the applicable Second Tier Obligor of such Cash Collateral Accounts

² NTD: Discussion ongoing about potential cash collateral lock-box; if determined possible, will include same cash collateral lock-box obligations with respect to use/withdrawal as other A Side CSA.

pursuant to the terms hereof and Section 3.01(a)(iv); provided that all such obligations shall be automatically reinstated if and to the extent that, for any reason, the foregoing condition is no longer met, whether as a result of any proceeding in bankruptcy or reorganization, or the failure to maintain such Cash Collateral Accounts pursuant to the terms hereof.]

Section 8.03 Settlement Agreement Payments. For the avoidance of doubt, nothing in this Annex C shall prevent any Second Tier Obligor from making payments with respect to the Obligations of Group 4 under the Settlement Agreement.

Schedule I

Second Tier Obligors

MDAS Investment Trust

Mortimer DA Sackler Trust 1996

MDAS 2010 Family Trust

MDAS 2011 Family Trust

MDAS Children's Trust 2012

MDAS 2023 Children's Trust

Nixie Trust

EXHIBIT A-34

Annex E to the MSA

ANNEX E
B-SIDE PAYMENT GROUP 1¹

ARTICLE I.
DEFINITIONS; MISCELLANEOUS

Section 1.01 Master Settlement Agreement. Capitalized terms used herein and not defined herein have the meanings ascribed to such terms in the Master Settlement Agreement (to which this Annex E is attached) and any exhibit attached there to, as applicable.

Section 1.02 Defined Terms. As used in this Credit Support Annex, the following terms shall have the meanings specified below:

“Adjusted Collateral Value” means, as of any date of determination, the sum of the Value of the Collateral of the Applicable Payment Group (excluding for purposes of such determination the Value of (i) the Designated Assets and any proceeds thereof (unless contributed to a Holding Company Pledgor or Investment Holding Vehicle), (ii) Designated Assets Proceeds Accounts, (iii) rights with respect to the Reserves, and (iv) equity interests in IACs, but including for purposes of such determination the Value of (a) the IAC Accounts of the Trust Pledgors and their Subsidiaries and (b) without double counting, the assets of the applicable Holding Company Pledgors and their respective Subsidiaries) multiplied by the Asset Class Advance Rate applicable to the relevant asset class constituting Collateral.

“Applicable Federal Rate” means, with respect to any month, the applicable federal rate published by the IRS for such month.

“Applicable Payment Group” means B-Side Payment Group 1 (the Beverly Sackler and Richard Sackler Family) under the Master Settlement Agreement.

“Asset Class Advance Rate” means, with respect to any asset, the below indicated factor applicable to such asset class:

(A) Cash and Cash Equivalents: 1.00x,

(B) Marketable Securities: 1.00x,

(C) Hedge Funds: 0.85x

(D) Private Capital Investments (excluding any equity of IACs): 0.80x

(E) Accounts Receivables: 1.00x

(F) Notes Receivable: 0.80x (any note receivable representing a loan that is a Restricted Payment will be assigned a Value of zero)

(G) Residential Real Estate: 0.80x

(H) Real Estate Investments (Other than Residential Real Estate): 0.80x

¹ NTD: Formatting under review.

(I) Other Investments: 0.80x

(J) Life Insurance – Surrender Value: 0.80x

(K) Retirement Accounts and Government Pensions: 0.80x

(L) Artwork (Including Jewelry): 0.80x

“Asset Management Agreement” means any asset management agreement entered into from time to time between or among the Holding Company Pledgors, on the one hand, and the Asset Manager, on the other hand, with respect to the management of the assets and investments of the Holding Company Pledgors, including the agreements existing as of the Settlement Effective Date specified in Exhibit F.

“Asset Manager” means Summer Road and any replacement asset manager.

“Beverly Sackler Trust Pledgors” means *[To describe Raymond Sackler Estate, Raymond R. Sackler GST Exempt Marital Trust u/a 3/29/2012, Raymond R. Sackler Credit Shelter Trust u/a 3/29/2012 Beverly Sackler Estate, and Beverly Sackler Rev Trust that are in the Applicable Payment Group (but not the Jonathan family Payment Group) all of which are subject to same conditions.]*

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or the State of Wyoming or is a day on which banking institutions located in any such state are authorized or required by law or other governmental action to close.

“Cash Collateral Account” as defined in Section 5.12(a).

“Collateral” as defined in Section 3.01(a). In no event shall the Collateral include Excluded Property. When the term “Collateral” is used in reference to a specific Trust Pledgor, rather than to the Collateral of the Applicable Payment Group as a whole, it refers to the individual assets pledged by that Trust Pledgor, its Holding Company Pledgors and its other direct and indirect Subsidiaries, including any Designated Assets Proceeds Accounts, that form part of the broader Collateral of the Applicable Payment Group.

“Collateral Coverage Ratio” means, as of any date of determination, the ratio of (a) the Adjusted Collateral Value, reduced by the Applicable Payment Group’s Available Retained Payment Amount (to the extent such Available Retained Payment Amount is greater than zero) provided that such reduction shall only be made if the Final Reversion Event has not occurred, to (b) the Full Outstanding Settlement Amount as of such date of determination.

“Control Agreement” means a customary springing deposit account control agreement, or a customary springing securities account control agreement, in form and substance reasonably acceptable to the MDT, between a Trust Pledgor, in the case of a Designated Asset Proceeds Account, or a Holding Company Pledgor, in the case of a Cash Collateral Account, the MDT and a commercial bank or other financial institution, which Control Agreement shall give the MDT “control” (as such term is described in Section 9-104 of the UCC) over the applicable deposit account or securities account; it being understood that (i) the MDT shall have no right to exercise remedies over the applicable deposit account or securities account until the occurrence of an Enforcement Event with respect to the applicable account holder and (ii) a “springing” control agreement means that the applicable account bank shall be entitled to comply with instructions delivered by the account holder with respect to the disposition of assets held in such account prior to delivery by the MDT of a notice of exclusive control (or similar notice) to such account bank.

“Credit Support Annex” means this Annex E to the Master Settlement Agreement.

“Designated Assets” means certain assets of a Trust Pledgor (e.g., interests in third party managed funds, but excluding IAC equity interests which will be pledged pursuant to IAC Pledge and Security Agreements (as defined in the Master Settlement Agreement)) that the Trust Pledgor determines cannot be transferred and/or pledged without violating contractual restrictions or triggering other adverse events for the Trust Pledgor or its counterparties.

“Designated Assets Proceeds Accounts” means (x) [_____] ² and (y) certain Deposit Accounts or Securities Accounts maintained at a depository institution in a United States jurisdiction in respect of which, subject to Section 4.07, any Pledgor shall have entered into a Control Agreement, in each case, that may be designated as a “Designated Asset Proceeds Account” by the Asset Manager from time to time. It is understood and agreed that IAC Accounts are not Designated Assets Proceeds Accounts.

“Deposit Account” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“Disposition” shall mean, with respect to any property or asset, any conveyance, sale, lease, sublease, license or assignment of such property or asset, including by means of a merger, consolidation, division or similar transaction (but, for the avoidance of doubt, excluding the disposition by death of property owned by a natural person that continues to be owned as property of the decedent’s estate and those reflecting the appointment of an additional or replacement trustee of a trust in accordance with Section 5.10 hereof), and the terms “Dispose,” “Disposed” and “Disposing” shall have meanings correlative thereto.

“Distribution Incurrence Test” as defined in Section 5.01(i)(B).

“Enforcement Event” means:

(i) in the case of a Payment Party in the Applicable Payment Group (but not the Applicable Payment Group itself), such Payment Party is subject to:

(a) a Specified Breach by such Payment Party permitting the Secured Party to exercise the Payment Remedy and related remedies set forth in Section 9.02(a)(ii)(A) of the Master Settlement Agreement with respect to such Payment Party; provided that the MDT remains entitled to exercise such remedies under Section 9.02(a) of the Master Settlement Agreement and has not elected Option 2 under Section 9.02(a)(ii)(B);

(b) an Insolvency Proceeding with respect to such Payment Party permitting the Secured Party to exercise the remedies set forth in Section 9.08(a) of the Master Settlement Agreement with respect to such Payment Party; or

(c) a Major Judgment with respect to such Payment Party permitting the Secured Party to exercise the remedies set forth in Section 9.08(b) of the Master Settlement Agreement with respect to such Payment Party.

(ii) in the case of the Applicable Payment Group itself, the occurrence of a Specified Breach by the Applicable Payment Group, in each case permitting the Secured Party to exercise the Payment Remedy and related remedies set forth in Section 9.02(a)(ii)(A) of the Master Settlement Agreement with

² Note to Draft: To be updated to include day-1 accounts?

respect to each Trust Pledgor and Holding Company Pledgor of the Applicable Payment Group; provided that the MDT remains entitled to exercise such remedies under Section 9.02(a) of the Master Settlement Agreement and has not elected Option 2 under Section 9.02(a)(ii)(B).

“Equity Interest” as defined in the Master Settlement Agreement.

“Excluded Property” as defined in Section 3.01(a).

“Final Reversion Event” means the date when all funds in the Released Claims Reserves and Special Operating Reserve have reverted to the MDT pursuant to Section 4 of Exhibit N (provided that a Final Reversion Event shall not occur unless (i) there has been no litigation against any of the Shareholder Released Parties with respect to Covered Conduct pending for the requisite time period set forth in Section 4(b) of Exhibit N to the Master Settlement Agreement; (ii) the MDT has ceased Replenishment Transfers and (iii) there has been no Suspension Event (as defined in Exhibit N to the Master Settlement Agreement).

“First Priority” means, with respect to any Lien purported to be created in any Collateral pursuant to any Security Document, that such Lien is prior in lien priority to any other Lien thereon other than Permitted Encumbrances applicable to such Collateral which as a matter of law have priority over the respective Liens on such Collateral created pursuant to the relevant Security Document.

“Full Outstanding Settlement Amount” means, as of any date of determination, the sum of the following amounts: (i) the Applicable Payment Group’s aggregate maximum remaining Settlement Payment Obligations under the Master Settlement Agreement, plus (ii) any RCR Top Off Payment and SOR Top Off Payment owed with respect to the Applicable Payment Group, plus (iii) any Breach Fees owed by any Trust Pledgor or any Subsidiary thereof, each based on all data known at such time. The Full Outstanding Settlement Amount shall exclude IAC Sale Bonus Payments and will be determined after deducting all prepayments and advanced payments made as of the date of determination (subject to Section 9.06 of the Master Settlement Agreement).

“Hedging Agreement” means (i) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, cap transactions, floor transactions, collar transactions, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options or warrants to enter into any of the foregoing), whether or not any such transaction is governed by, or otherwise subject to, any master agreement or any netting agreement, and (ii) any and all transactions or arrangements of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement (or similar documentation) published from time to time by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such agreement or documentation, together with any related schedules, a **“Master Agreement”**), including any such obligations or liabilities under any Master Agreement.

“Holding Company Pledgors” means, collectively, the Persons specified under the column entitled “Holding Company Pledgor” in Exhibit E hereto, as it may be updated from time to time by written notice from the Asset Manager to the Secured Party.

“Holding Company Pledgor Collateral” as defined in Section 3.01(a)(ii).

“IAC Accounts” as defined in the Master Settlement Agreement. It is understood and agreed that IAC Accounts are not Designated Assets Proceeds Accounts.

“Indebtedness for Borrowed Money” of any Person means, as of any date of determination, all of the following: (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person under finance or capital leases, (iv) all net reimbursement obligations of such Person with respect to letters of credit, foreign currency sale agreements and bankers’ acceptances, except such as are obtained by such Person to secure performance of obligations (other than for borrowed money or similar obligations), (v) all indebtedness of others with respect to obligations referred to in (i) to (iv) above, guaranteed in any manner, directly or indirectly, by such Person, and (vi) all indebtedness of others with respect to obligations referred to in (i) to (v) above are secured by a Lien on any asset owned by such Person (whether or not such indebtedness is assumed by, or is a personal obligation of, such Person); provided that the amount of such indebtedness will be the lesser of: (a) the fair market value of such asset at such date of determination in the event such indebtedness is not assumed by, or is not a personal obligation of, such Person, and (b) the amount of such indebtedness of such other Person. It is understood and agreed that Payment Obligations of any Person under the Master Settlement Agreement shall not constitute Indebtedness for Borrowed Money.

“Independent Financial Advisor” means (i) a financial advisor selected by the Pledgors from the financial advisors listed on Exhibit O attached to the Master Settlement Agreement or (ii) solely to the extent the applicable Pledgor is unable to engage any such independent financial advisor set forth in clause (i) of this definition, any other independent financial advisor reasonably acceptable to the MDT.

“Individual Trust Pledgor Collateral Coverage Ratio” means, with respect to any Trust Pledgor, as of any date of determination, the ratio of (1) the sum of (x) the Adjusted Collateral Value of such Trust Pledgor’s Collateral minus (y) the amount of the applicable judgment rendered and outstanding against such Trust Pledgor, to (2) the Full Outstanding Settlement Amount.

“Investment Holding Vehicles” means each direct, wholly-owned Subsidiary of any Holding Company Pledgor as of the Settlement Effective Date and identified as such in the Pledge Agreement and each other direct, wholly-owned Subsidiary formed or acquired by a Holding Company Pledgor after the Settlement Effective Date to make and hold investments but excluding, in all cases, any underlying investment vehicle owned by an Investment Holding Vehicle.

“IRC” means the Internal Revenue Code of 1986, as amended.

“IRS” means the United States Internal Revenue Service.

“Liquidity Covenant” as defined in Section 5.11.

“Listed Transaction” means (x) a “listed transaction” identified as such by the IRS under Section 6707A(c)(2) of the Internal Revenue Code and Treasury Regulation Section 1.6011-4(b)(2) as of the date of this Agreement or (y) a “listed transaction” identified as such by the IRS under such provisions after the date of this Agreement that is substantially comparable to the type of abusive tax shelter transactions that the IRS has previously identified as “listed transactions” as of the date of this Agreement, in each case unless the IRS has delisted the transaction.

“Material Adverse Effect” means a material adverse effect on (a) the assets or financial condition, in each case, of (i) the Pledgors, taken as a whole or (ii) the Holding Company Pledgors, taken as a whole, (b) the rights and remedies (taken as a whole) of the Secured Party under the Master Settlement Agreement

or the Security Documents with respect to the Applicable Payment Group (taken as a whole), or (c) the ability of the Pledgors (taken as a whole) to perform their Payment Obligations under the Master Settlement Agreement or the Security Documents.

“New Holding Company Pledgor” as defined in Section 3.03(b).

“Non-Trust Pledgor Payment Parties” means every Payment Party in the Applicable Payment Group that is not a Trust Pledgor or a Subsidiary thereof.

“North Bay” means North Bay Associates, a Delaware general partnership (together with its Subsidiaries, successors and assigns).

“Partial Release Date” means a date on which the combined Value of all Cash Collateral Accounts attributable to the Applicable Payment Group collectively exceeds the Full Outstanding Settlement Amount for ten (10) consecutive days.

“Permitted Encumbrances” means (a) Liens for Taxes (i) that are not yet delinquent or that are being contested or (ii) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect; (b) statutory Liens of landlords and carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s, storage or other similar like Liens arising in the ordinary course of business and securing obligations that are not yet due or which do not in the aggregate have a material adverse effect on the value or use of property encumbered thereby; (c) Liens incurred or pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security laws or regulations; (d) deposits Liens to secure the performance, or payment in respect of, bids, insurance premiums, deductibles or co-insured amounts, tenders, government or utility contracts (other than for the repayment of borrowed money) trade contracts (other than for obligations for the payment of borrowed money), leases, statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like similar nature incurred in the ordinary course of business; (e) zoning restrictions, easements, rights-of-way, encroachments, protrusions, licenses or other restrictions on, and other minor defects or irregularities affecting, the use of any real property estate (including leasehold title) and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, do not materially interfere with the ordinary conduct of the business of the Pledgors, and ground leases in respect of real property on which facilities owned or leased by the Pledgors are located; (f) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on the items in the course of collection, (ii) attaching to trading accounts or other brokerage accounts incurred in the ordinary course of business, (iii) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of set-off) and which are within the general parameters customary in the banking industry and (iv) for the fees and expenses of a bank or securities intermediary in maintaining deposit accounts or securities accounts; (g) any Lien on any property or asset of the Trust Pledgors existing on the Settlement Effective Date; provided that (i) all of the Indebtedness for Borrowed Money secured by such Liens [are listed on [] attached hereto] and indicating the amount of such Indebtedness for Borrowed Money, and (ii) any such Lien shall secure only those obligations which it secures on the Settlement Effective Date and extensions, refinancings, renewals and replacements thereof that do not increase the outstanding principal amount thereof other than for accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement, and such Lien shall not extend to any other property or asset other than the property or assets securing such obligations on the Settlement Effective Date and the proceeds or products thereof; (h) Liens in favor of clearing agencies, broker-dealers and similar Liens incurred in the ordinary course of business; (i) Liens arising solely from precautionary filings of financing statements under the Uniform Commercial Code of the applicable jurisdictions; (j) [reserved]; (k) Liens consisting of any (i) interest or title of a lessor

or sub-lessor under any lease of real estate not prohibited hereunder, (ii) landlord lien permitted by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such lessor or sub-lessor may be subject or (iv) subordination of the interest of the lessee or sub-lessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii); (l) Liens (i) on any cash earnest money deposits made by the Pledgors in connection with any letter of intent or purchase agreement with respect to any investment permitted hereunder or (ii) consisting of an agreement to dispose of any property; (m) Liens securing obligations under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Pledgors; (n) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Pledgors or (ii) secure any Indebtedness for Borrowed Money; (o) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property in the ordinary course of business or (ii) by operation of law under Article 2 of the UCC (or similar law of any jurisdiction); (p) Liens in favor of any Holding Company Pledgor or any Subsidiary thereof; (q) Liens (other than on Equity Interests in the Holding Company Pledgors) securing obligations under Hedging Agreements entered in the ordinary course; (r) (i) Liens on Equity Interests of joint ventures or non-Pledgors securing capital contributions to, or obligations of, such Persons and (ii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Pledgors; and (t) any encumbrance or restriction assumed in connection with an acquisition of the property or Equity Interests of any Person, so long as such encumbrance or restriction relates solely to the property so acquired (or to the Person or Persons (and its or their subsidiaries) bound thereby) and was not created in connection with or in anticipation of such acquisition; provided that, notwithstanding anything to the contrary herein, in no event shall any Lien of the types described in clauses (b) through (h), (k) through (o), (p) (other than customary restrictions on assignment set forth in the organizational documents of a Pledgor provided that none of such restrictions shall restrict any Pledgor from granting any Liens or security interests hereunder or under the Security Documents), (r) or (t) on the Equity Interests of any Holding Company Pledgor or Investment Holding Vehicle, the IAC Pledged Shares, or any Cash Collateral Account (other than Liens of the type described in clause (f)), IAC Account (other than Liens of the type described in clause (f)), or Designated Assets Proceeds Account (other than Liens of the type described in clauses (f) or (h)) constitute a "Permitted Encumbrance."

"Permitted Exchange" means any exchange of assets owned and held by Investment Holding Vehicles of the type constituting Specified Assets for other assets of the Trust Pledgors constituting Specified Assets of a substantially equivalent value (including with respect to liquidity) so long as, in the case of Specified Assets consisting of investments in private equity funds or hedge funds, the applicable Pledgor delivers a certificate to the Secured Party certifying the exchanged asset is of substantially equivalent value (including with respect to liquidity) to the original asset.

"Permitted Trust Restructuring" means, any of the following transactions, pursuant to which each resulting trust shall be a Trust Pledgor that is a member of the Applicable Payment Group:

(i) in accordance with their governing documents, the 74A Trust and 74B Trust will be divided into two separate and equal trusts so that one trust exists for the exclusive benefit of the Richard Sackler family, and the other trust exists for the exclusive benefit of the Jonathan Sackler family and each part for the benefit of the Richard Sackler family shall be a Trust Pledgor in the Applicable Payment Group;

(ii) in addition, AR Irrevocable Trust and/or the 1A Trust (or their respective successors) will acquire all or part of the Richard Sackler family's ownership of Rosebay Medical Company L.P. or any other entity that owns Trust Pledgors for fair market value and/or 74A Trust and 74B Trust will terminate the Richard Sackler family "half" of the 74A Trust and 74B Trust, respectively, and distribute their assets to one or more of such recipient trusts; and/or

(iii) any Trust Pledgor may dissolve or liquidate following the Settlement Effective Date so long as the Trust Pledgor Collateral held by such Trust Pledgor is first transferred to another Trust Pledgor, or to a Holding Company Pledgor of another Trust Pledgor, and the Permitted Trust Restructuring Conditions are satisfied in connection with such transactions.

All documents necessary to (i) effect the split of the 74A Trust and the 74B Trust and (ii) thereafter terminate each half of the 74A Trust, in each case as described immediately above, shall be executed no later than January 30, 2026. Such execution shall be sufficient to ensure that one-half of the assets of the 74A Trust and the 74B Trust are included in the Applicable Payment Group and that the 74A Trust and the 74B Trust cease to be Crossover Members as of the Settlement Effective Date, subject only to the receipt of any required third-party consents or approvals necessary to effect the transfer of such assets as described above.

“Permitted Trust Restructuring Conditions” means, with respect to any Permitted Trust Restructuring, conditions that are satisfied if:

(a) in the case of a Permitted Trust Restructuring consummated on or prior to the Settlement Effective Date, each trust or other entity created, capitalized or otherwise receiving assets pursuant to such Permitted Trust Restructuring shall have delivered an acknowledgment to the MDT (which shall expressly survive any exercise of the Release Remedy) that such trust or entity shall remain liable, with respect to any assets received from the applicable funding trust in such restructuring (in such capacity, a “Funding Trust”), for the full amount of any damages from any fraudulent conveyance action that could have been brought against the Funding Trust with respect to such transferred assets; and

(b) in the case of a Permitted Trust Restructuring consummated after the Settlement Effective Date:

(i) except in the case of a Permitted Trust Restructuring under clause (vi) of the definition thereof, at the time of such Permitted Trust Restructuring, each relevant Holding Company Pledgor owned by such Trust Pledgor subject to such Permitted Trust Restructuring shall hold only equity interests in Investment Holding Vehicles (i.e., no other assets shall remain at the Holding Company Pledgor level) and no assets may be distributed by the Investment Holding Vehicle(s) in question until such Permitted Trust Restructuring is completed;

(ii) upon consummation of such Permitted Trust Restructuring of a Trust Pledgor, the resulting or transferee Trust Pledgor or Holding Company Pledgor, as applicable, shall grant a security interest in the applicable Trust Pledgor Collateral of the original Trust Pledgor subject to such Permitted Trust Restructuring; and

(iii) the Trust Pledgors and Holding Company Pledgors involved with the Permitted Trust Restructuring for the Applicable Payment Group shall represent and warrant that (A) none of the Permitted Trust Restructuring transactions they are involved with shall (i) have the effect of removing any assets from the Collateral, (ii) adversely affect the perfection or priority of the security interests of the Secured Party in the assets of the applicable Holding Company Pledgor or (iii) have the effect of avoiding, circumventing, frustrating or impairing the ability of the Secured Party to exercise or enforce remedies pursuant to the Master Settlement Agreement, the Security Documents, or applicable law with respect to any assets, or enforce any potential judgment of any court of competent jurisdiction and (B) after the consummation of the applicable Permitted Trust Restructuring transaction, the MDT shall have a first priority security interest in the equity interests in the applicable Holding Company Pledgors and Investment Holding Vehicles, in each case, with respect to such Applicable Payment Group.

“Pledge Agreement” means the Pledge and Security Agreement entered into on the Settlement Effective Date among the Pledgors, the Asset Manager and the Secured Party, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Pledgors” means, collectively, the Trust Pledgors and the Holding Company Pledgors.

“Qualifying Judgment” means a money judgment (a) that has not been satisfied using (i) assets that are not subject to the Security Documents or (ii) assets that have been released from the Collateral in accordance with the Security Documents; (b) with respect to which there is a period of five (5) consecutive Business Days during which no stay of enforcement is in effect, (c) that is not covered by (i) independent third-party insurance or (ii) an enforceable indemnity, and (d) for which a judgment creditor is taking steps to enforce a judgment lien.

“Reinstatement Date” as defined in Section 5.12(d).

“Related Party Transaction” as defined in Section 5.02(a).

“Restricted Payment” means:

(i) with respect to the Holding Company Pledgors, the Investment Holding Vehicles and their direct and indirect Subsidiaries:

- a. any distributions or loans to their respective equityholders or any beneficiary of a Trust Pledgor directly or indirectly holding the equity interests of such Holding Company Pledgor, Investment Holding Vehicle or Subsidiary;
- b. any payments of Litigation Costs; or
- c. any payments of management fees to the Asset Manager, North Bay and any other similar “family office”; and

(ii) with respect to the Trust Pledgors and their direct and indirect Subsidiaries, any withdrawals or transfers from any IAC Accounts.

Notwithstanding the foregoing, except for payments of Litigation Costs and management and similar fees to the Asset Manager, North Bay and any other similar “family office” by Holding Company Pledgors, Investment Holding Vehicles and their direct and indirect Subsidiaries (which shall be deemed Restricted Payments) but not Trust Pledgors, Restricted Payments shall not include:

(A) Permitted Exchanges so long as the applicable Holding Company Pledgor receives the new Specified Asset from the Trust Pledgors and then contributes the same to the applicable Investment Holding Vehicle substantially concurrently with the distribution of the original Specified Asset to the Trust Pledgor;

(B) distributions by a non-wholly owned Subsidiary of a Holding Company Pledgor that are made either (x) on a pro rata basis on account of the equityholders’ respective interests in such Subsidiary, or (y) in accordance with the applicable organizational documents, shareholders’ agreement, subscription agreements, or other shareholder documents of such Subsidiary (to the extent the material terms of such document(s) are consistent with past practice or reasonably customary in the investment industry), so long as such distribution does not reduce the Adjusted Collateral Value after giving effect to such distribution;

(C) payments made by Holding Company Pledgors, Investment Holding Vehicles, their Subsidiaries and from IAC Accounts to third parties (directly or indirectly) to satisfy their own bona fide obligations (e.g., funding expenses and costs related to their investments and activities, to the extent such obligations are incurred primarily for a bona fide purpose and not for the purpose of avoiding Section 5.01);

(D) any transfer from an IAC Account of a Trust Pledgor or a Subsidiary of a Trust Pledgor pursuant to Section 3.06 of the Master Settlement Agreement or that would not constitute a Restricted Payment if such transfer was made by a Holding Company Pledgor; and

(E) any distribution by any wholly-owned direct or indirect Subsidiary of a Holding Company Pledgor to its equityholders.

“Section 5.01(ii) Amount” as defined in Section 4.06(a).

“Secured Obligations” as defined in Section 3.01(a).

“Secured Party” means each of (i) the MDT and each of its successors and permitted assigns and (ii) any agent, trustee or other representative or designee (including one or more Subsidiaries or other entities of the MDT formed to carry out its duties and obligations under the Definitive Documents) authorized or appointed to hold any security interest in or Lien on, or take possession or control of, any Collateral on behalf of and for the benefit of itself and any person described in clause (i) above.

“Securities Account” as defined in the UCC.

“Security Documents” means the Pledge Agreement, each Control Agreement, each uncertificated securities control agreement and any other Collateral Document and each of the other security agreements, pledge agreements and other instruments and documents, and each of the supplements thereto, executed and/or delivered pursuant to this Credit Support Annex or the Security Documents in order to grant or purport to grant a Lien on any assets to secure the Secured Obligations and/or under which rights or remedies with respect to such Liens are governed.

“Shared Trust Pledgors” means each of (i) Trust U/A 11/5/74 FBO Beverly Sackler (**“74A Trust”**) and (ii) Trust B U/A 11/5/74 FBO Beverly Sackler (**“74B Trust”**). If the 74A Trust and 74B Trust are split pursuant to the Permitted Trust Restructuring, then the resulting 50% portions for the benefit of Richard Sackler and descendants of Richard Sackler shall be a Trust Pledgor in the Applicable Payment Group (and not a “Crossover Member” under the Master Settlement Agreement).

“Summer Road” means Summer Road LLC, a Delaware limited liability company (together with its successors and permitted assigns).

“Specified Assets” means cash, cash equivalents, marketable securities or investments in private equity funds or hedge funds.

“Target Value” as defined in Section 3.01(b).

“Tax Distributions” as defined in Section 5.01(ii).

“Tax Refund” as defined in Section 4.06(a).

“Trust Pledgors” means collectively: (i) AR Irrevocable Trust; (ii) Raymond R. Sackler Trust 1 dtd 12/23/89 (a/k/a the 1A Trust); (iii) Trust under agreement dated December 3, 1979 f/b/o Richard S.

Sackler (a/k/a the RSS BRP Trust); (iv) Trust under agreement dated June 16, 1980 f/b/o Richard S. Sackler (a/k/a the RSS FPC Trust); (v) Trust under agreement dated December 23, 1980 f/b/o Richard S. Sackler (a/k/a the RSS XPC Trust); (vi) Trust DTD 8/29/2003 FBO the Issue of Richard Sackler; (vii) 1974 Irrevocable Trust FBO BS and RSS; (viii) Raymond R. Sackler Trust 1B dtd 12/23/89; (ix) 50% of the Shared Trust Pledgors, each as may be altered by the Permitted Trust Restructuring; (x) Trust under agreement date 8/25/92 FBO the Issue of Richard S. Sackler (a/k/a '92 RSS Trust); (xi) RSS 2012 Family Trust; (xii) Rockpoint Land Trust dated 2/2/2023; (xiii) Rockpoint Residence Trust dated 2/2/2023; (xiv) Richard R. Sackler Life Insurance Trust, (xv) each Beverly Sackler Trust Pledgor; (xvi) BS Irrevocable Trust Agreement 1 dated 12/20/89 f/b/o DAS (DAS Gallo 1); (xvii) David A. Sackler 2012 Trust dated 1/27/2012; (xviii) BS Irrevocable Trust Agreement 2 dated 12/20/89 f/b/o DAS (DAS Gallo 2); (xix) BS Irrevocable Trust Agreement 3 dated 12/20/89 f/b/o DAS (DAS Gallo 3); (xx) BS Irrevocable Trust Agreement 1 dated 12/20/89 f/b/o MRS (MRS Gallo 1); (xxi) Marianna R. Sackler 2012 Trust dated 1/27/2012; (xxii) BS Irrevocable Trust Agreement 2 dated 12/20/89 f/b/o MRS (MRS Gallo 2); (xxiii) BS Irrevocable Trust Agreement 3 dated 12/20/89 f/b/o MRS (MRS Gallo 3); (xxiv) BS Irrevocable Trust Agreement 1 dated 12/20/89 f/b/o RKS (RKS Gallo 1); (xxv) Rebecca K. Sackler 2012 Trust dated 1/27/2012; (xxvi) BS Irrevocable Trust Agreement 2 dated 12/20/89 f/b/o RKS (RKS Gallo 2); (xxvii) BS Irrevocable Trust Agreement 3 dated 12/20/89 f/b/o RKS (RKS Gallo 3); (xxviii) Raymond R. Sackler Irrevocable Trust 1 dated 9/19/95 (RSS 1995 Landing Trust); (xxix) Selikoff Family Investment Trust dated 12/30/2020; (xxx) Data Trust; (xxxi) Crystal Trust; (xxxii) Marianna R. Sackler Captain Trust; and (xxxiii) RSS Fiduciary Management Trust, each as may be altered by the Permitted Trust Restructuring. Each of the foregoing is an **“Trust Pledgor.”**

“Trust Pledgor Collateral” as defined in Section 3.01(a).

“UCC” shall mean the Uniform Commercial Code or any successor provision thereof (or similar code or statute) as in effect from time to time in any applicable state or jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“Valuation Date” as defined in Section 6.01(d).

“Value” means, as of any date of determination, with respect to the Collateral or assets of the Pledgors, the value thereof determined in accordance with Section 1.04.

Section 1.03 Interpretative Provisions. The rules of construction set forth in Section [1.02] of the Master Settlement Agreement shall apply *mutatis mutandis* to this Credit Support Annex. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. References herein to any Section, Schedule, Appendix or Exhibit shall be to a Section, a Schedule, an Appendix or an Exhibit, as the case may be, of this Credit Support Annex unless otherwise specifically provided. In addition, (i) the term “descendants” shall include all issue, including grandchildren, stepchildren and adoptive relationships, and current and former spouses and (ii) the term “spouse” shall include qualified domestic partners.

Section 1.04 Valuation Methodology.

(a) It is understood and agreed that for purposes of preparing the quarterly and annual financial reports described in this Credit Support Annex and calculating compliance with any covenant contained in this Credit Support Annex (including with respect to the Value of the initial Collateral as of

the Settlement Effective Date, the Adjusted Collateral Value, the Collateral Coverage Ratio, the Individual Trust Pledgor Collateral Coverage Ratio and the Distribution Incurrence Test), net asset valuations shall be determined in all material respects in a manner that is reasonably consistent with the valuation methodologies used by Huron Consulting Services LLC to prepare the previous net asset reports delivered in the chapter 11 cases pursuant to the Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors, and Certain Related Parties [D.I. No. 518] and in accordance with this Section 1.04. Notwithstanding the foregoing or anything to the contrary herein, (i) all asset valuations (including with respect to the initial Collateral as of the Settlement Effective Date, the Adjusted Collateral Value, the Collateral Coverage Ratio, the Individual Trust Pledgor Collateral Coverage Ratio and the Distribution Incurrence Test) shall exclude (A) any contingent liabilities (including tax liabilities and inchoate claims but, for the avoidance of doubt, guarantees of Indebtedness for Borrowed Money shall be counted in the determination of asset values) and (B) for the avoidance of doubt, any claims for refunds of estimated taxes that might be payable to a Trust Pledgor but for an election under section 643(g) of the Internal Revenue Code to treat the payment of such estimated taxes made by the Trust Pledgor as a payment of estimated taxes made by the Trust Pledgor's beneficiary or beneficiaries, (ii) the Pledgors may exclude any asset or reduce any asset's Value in their sole discretion when calculating compliance with the Collateral Coverage Ratio, the Individual Trust Pledgor Collateral Coverage Ratio or the Distribution Incurrence Test, as applicable, (iii) with respect to the valuation of assets consisting of Equity Interests that are listed or quoted for trading on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, OTC Bulletin Board or any other national securities exchange, the "Value" thereof shall be based on the closing price of a share of such Equity Interests for the most recent trading date in proximity to the date of determination (which may be the date of determination itself), and (iv) all asset valuations shall exclude any Obligations under the Master Settlement Agreement. In determining asset valuation as of any date of determination, other than in the case of cash, cash equivalents or other assets for which market quotations are readily available and may be determined on such date of determination, the Pledgors and any Independent Financial Advisor shall use the asset valuation for the applicable assets as of the end of the most recently ended fiscal quarter for which financial statements are available as of such date of determination or, if no such quarterly valuation exists or if a more recent valuation exists, then the most recent valuation used by North Bay and/or the Asset Manager to maintain the Pledgors' books and records.

(b) For the avoidance of doubt, no asset, liability or transaction shall be counted more than once or otherwise incorrectly attributed under this Credit Support Annex. For example, the computation of "Value" and the application of the other provisions of this Credit Support Annex shall take into account only a Pledgor's proportionate ownership of any asset or liability (e.g., if an Investment Holding Vehicle owns [X]% of an underlying investment vehicle (regardless of whether that vehicle is a Subsidiary), then in all cases only [X]% of the Value of that vehicle's equity, and only [X]% of any transactions attributable to that vehicle if it is a Subsidiary of the Investment Holding Vehicle, shall be attributed to such Investment Holding Vehicle, so as to avoid double counting or other improper attributions under the requirements and limitations of this Credit Support Annex).

Section 1.05 Division. For all purposes under this Credit Support Annex, in connection with any division or plan of division under Delaware Law or any comparable event under a different jurisdiction's Laws, as applicable: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests.

Section 1.06 Family Offices. Summer Road and any Pledgor or Investment Holding Vehicle may transfer such asset management authority to one or more other “family offices” that are exclusively controlled by one or more other members of the Richard Sackler family or trusts for their benefit, so long as such assignee agrees to requirements, obligations and pledges that are equivalent to those concerning Summer Road as set forth in this Credit Support Annex.

**ARTICLE II.
SETTLEMENT PAYMENT OBLIGATIONS**

Section 2.01 Payment of Applicable Payment Group Settlement Payment Obligations.

(a) Notwithstanding Section 2.01(c) of the Master Settlement Agreement, with respect to each Payment Party in the Applicable Payment Group, on each Payment Date:

- (i) [The Beverly Sackler Trust Pledgors shall pay, or cause to be paid, the Settlement Payment Obligation of the Applicable Payment Group by the applicable Payment Date (other than SOR and RCR “top-off payments”);]
- (ii) 50% of the Shared Trust Pledgors that exist for the benefit of the Richard Sackler Family Group shall pay all cash and cash equivalents, or cause to be paid, the Settlement Payment Obligation of the Applicable Payment Group by the applicable Payment Date, but solely to the extent such obligation is not paid pursuant to clause (i) above;
- (iii) The Trust Pledgors (other than 50% of the Shared Trust Pledgors [and the Beverly Sackler Trust Pledgors]) shall pay, or cause to be paid (on a joint and several basis with the other Trust Pledgors [who are not Beverly Sackler Trust Pledgors]), to the MDT the Applicable Payment Group’s Settlement Payment Obligation by the applicable Payment Date, but solely to the extent such obligation is not paid pursuant to clauses (i) and (ii) above; and
- (iv) The Non-Trust Pledgor Payment Parties shall pay, or cause to be paid (on a joint and several basis with the other Non-Trust Pledgor Payment Parties), to the MDT the Applicable Payment Group’s Settlement Payment Obligation by the applicable Payment Date, but solely to the extent such obligation is not paid pursuant to clauses (i), (ii), or (iii) above;

provided, that:

- A. No [Beverly Sackler Trust Pledgor] shall have any obligation to make any payment (and shall not be in breach or otherwise liable to the MDT for failure to make any such payment) if and to the extent (i) it does not have sufficient liquid assets to do so (excluding any liquid assets reserved in good faith for the payment of Taxes or administrative expenses (including professional fees)) and (ii) such payment is made by another member of the Applicable Payment Group;^[2]
- B. No Shared Trust Pledgor shall have any obligation to make any payment (and shall not be in breach or otherwise liable to the MDT for failure to make any such payment) if and to the extent (i) it does not have sufficient liquid assets to do so (excluding any liquid assets reserved in good faith for the payment of Taxes or administrative expenses (including professional fees)) and (ii) such payment is made by another member of the Applicable Payment Group;

^[2] NTD: Term “administrative expenses” to conform to CT probate statute definition. If there is a Specified Breach following a missed payment, that breach would apply to all members of the Payment Group, including the probate estates.

- C. *[To describe conditions required for Beverly Sackler Trust Pledgors to obtain all governmental, regulatory or court approvals that their fiduciaries deem to be necessary or appropriate]; and*
- D. The Beverly Sackler Trust Pledgors shall not be entitled to seek contribution, reimbursement, or indemnification from any other Payment Party or from any Shareholder Released Party with respect to any amounts so paid.^[3]

(b) For purposes of the Master Settlement Agreement, references to “joint and several” with respect to the Payment Parties within the Applicable Payment Group shall have the meaning set forth above. For the avoidance of doubt, nothing herein shall be construed to relieve any Payment Party from its Obligations under the Master Settlement Agreement and the Security Documents or to limit or otherwise modify the Secured Party’s rights if it elects the Payment Remedy following a Specified Breach with respect to Applicable Payment Group.

ARTICLE III. COLLATERAL MATTERS

Section 3.01 Security; Security Documents.

(a) As credit support for, and to secure the prompt payment and performance of the Payment Obligations of the Applicable Payment Group under the Master Settlement Agreement to the Secured Party (the “**Secured Obligations**”) (it being understood and agreed that all security interests granted under the Security Documents shall terminate as provided in Section 8.01)

(i) each Trust Pledgor shall, on or before the Settlement Effective Date, grant a perfected First Priority security interest in and Lien on all of its right, title and interest in the following property, wherever located, and whether now owned or hereafter acquired (the “**Trust Pledgor Collateral**”):

(A) 100% of the equity interests owned by each Trust Pledgor in the Holding Company Pledgors formed by such Trust Pledgor;

(B) the Designated Assets Proceeds Accounts, all amounts held therein or credited thereto, and all other proceeds, products, dividends or other property received, receivable, distributed, or distributable in respect of the Designated Assets;

(C) 100% of the IAC Pledged Shares owned by the Trust Pledgors, each IAC Account owned by the Trust Pledgors and all amounts held therein or credited thereto; and

(D) all proceeds and products of the foregoing (including, for the avoidance of doubt, all dividends, cash, options, warrants, instruments, certificates and other property and proceeds from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, such Equity Interests);

(ii) each Holding Company Pledgor shall, on or before the Settlement Effective Date, grant a perfected First Priority security interest in and Lien on all of its right, title and interest in

^[3] NTD: CSA will include language to be agreed intended to facilitate probate court approval and probate court insolvency declarations.

the following property, wherever located, and whether now owned or hereafter acquired (the **“Holding Company Pledgor Collateral”**):

(A) substantially all assets of such Holding Company Pledgor (including (i) 100% of the Equity Interests in all underlying Investment Holding Vehicles owned by such Holding Company Pledgor, (ii) its rights under Asset Management Agreements between such Holding Company Pledgor and the Asset Manager with respect to voting rights to liquidate assets and (iii) all Cash Collateral Accounts and all amounts held therein or credited thereto) as described in the Pledge Agreement; and

(B) all proceeds and products of the foregoing (including, for the avoidance of doubt, all dividends, cash, options, warrants, instruments, certificates and other property and proceeds from time to time received, receivable or otherwise distributed or distributable in respect of, in exchange for or upon the conversion of, the foregoing); and

(iii) the Asset Manager shall, on or before the Settlement Effective Date, grant a perfected First Priority security interest in and Lien on all of its right, title and interest in the Asset Management Agreements between any Holding Company Pledgor and the Asset Manager with respect to voting rights to liquidate assets and any proceeds and products thereof (together with the Trust Pledgor Collateral and the Holding Company Pledgor Collateral, collectively, the **“Collateral”**).³

Notwithstanding the foregoing, in no event shall the Collateral include (I) investments held by an Investment Holding Vehicle that are distributed to a Holding Company Pledgor for the sole purpose of transferring such investment to another Investment Holding Vehicle, (II) any assets being contributed to any Holding Company Pledgor on a “post-closing” basis, so long as, in each case, such assets are contributed to an Investment Holding Vehicle within five (5) Business Days of their receipt by, or contribution to, a Holding Company Pledgor, (III) any property the pledge of which or security interest therein is prohibited by applicable Law (including any legally effective requirement to obtain the consent of any Governmental Authority), contract and any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest therein would be prohibited or restricted thereby (including any legally effective prohibition or restriction), in each case (x) except to the extent such prohibition or restriction is unenforceable after giving effect to applicable anti-assignment provisions of the UCC or any other applicable Law (other than proceeds thereof, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition or restriction) and (y) provided that, at such time as the prohibition or restriction in this clause (III) shall be remedied, whether by contract, change of Law or otherwise, such property shall immediately cease to be Excluded Property, and any security interest that would otherwise be granted herein or under the Security Documents shall attach immediately to such property, or to the extent severable, to any portion thereof that does not result in the prohibition or restriction in this clause (III), (IV) any lease, license or other agreements (other than organizational documents of the Pledgors or any Investment Holding Vehicle) to the extent that a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto or a default thereunder, in each case except to the extent such violation, invalidation or termination right is unenforceable after giving effect to applicable anti-assignment provisions of the UCC or any other applicable Law, and provided that any such provision in any lease, license or other agreement was not entered into after the date hereof with the purpose of excluding such asset from the Collateral and (V) ownership interests in any non-wholly-owned Subsidiaries but only to the extent the organizational documents or other agreements with non-Related Party equity holders of such non-wholly-owned

³ In addition, Trust Pledgor and Non-Trust Pledgor Payment Party Equity Interests in IACs will be pledged pursuant to the Master Settlement Agreement.

Subsidiaries do not permit the pledge of such ownership interests for so long as such prohibition exists, in each case after giving effect to the anti-assignment provisions in the UCC or applicable Law (the assets and property referred to in the foregoing clauses (I) through (V) are collectively referred to herein as the “**Excluded Property**”); provided that, in the case of clauses (III) through (V), (i) the Collateral shall include the replacements, substitutions and proceeds of any of the foregoing property in clauses (III) through (V) unless such replacements, substitutions or proceeds also constitute Excluded Property in accordance with clauses (III) through (V) above and (ii) clauses (III) through (V) above shall not apply to property or assets (that would otherwise constitute Collateral but for the above exclusions) valued at more than \$25,000 in the aggregate.

(i) Without limiting the generality of clause (a) of this Section 3.01, on the Settlement Effective Date the Secured Party shall have a perfected First Priority security interest in and Lien on (A) 100% of the Equity Interests of the Holding Company Pledgors and (B) substantially all assets of the Holding Company Pledgors pursuant to Section 3.01(a)(ii); and

(ii) After giving effect to contributions and pledges specified above, and applying solely the Values determined as of the Valuation Date (as defined below) pursuant to Section 6.01, as of the target Settlement Effective Date described in Section 6.01, the collective Value of the assets and equity interests held by Holding Company Pledgors in Investment Holding Vehicles and assets that are subject to Designated Assets Proceeds Accounts shall be not less than 90% of the Trust Pledgors’ aggregate Value (in each case, valued as of the Valuation Date pursuant to Section 6.01); provided that, in connection therewith, the Trust Pledgors shall use commercially reasonable efforts to cause the collective Value of the assets and equity interests held by Holding Company Pledgors in Investment Holding Vehicles (valued as of the Valuation Date) to be not less than 80% of the Trust Pledgors’ aggregate Value as of the Valuation Date (collectively, the “**Target Value**”). The Target Value and the percentages referenced in this paragraph will (i) exclude any Excluded Property and (ii) assume that the Equity Interests of the IACs and all loan receivables from IACs are valued at zero. For the avoidance of doubt, the Target Value and thresholds are measured based on the assets and equity interests actually held by Holding Company Pledgors, Investment Holding Vehicles, Designated Asset Proceeds Accounts and IAC Accounts as of the target Settlement Effective Date (after giving effect to any payment of the Payment Obligations made on the Settlement Effective Date), with the Value of each determined as of the Valuation Date, all in accordance with Section 6.01.

(c) The Pledgors shall not be required, nor shall the Secured Party be authorized, to perfect any pledge or security interest hereunder by any means other than by (i) filing financing statements (including continuation statements) pursuant to the UCC in the office of the secretary of state (or similar central filing office) of the relevant state or jurisdiction for each Pledgor, (ii) in the case of Collateral consisting of Equity Interests in any Holding Company Pledgor or Investment Holding Vehicle organized in jurisdictions outside the U.S., the entry into non-US law share pledge agreements and the filing of financing statements or local law equivalents and other perfection actions in relevant non-US jurisdictions, (iii) the delivery to the Secured Party of certificates or other instruments (if any) representing pledged Equity Interests, together with stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank, (iv) in the case of the pledge of Equity Interests in any Holding Company Pledgor or Investment Holding Vehicle in the form of uncertificated securities, the execution of uncertificated securities control agreements and (v) solely in the case of the Designated Asset Proceeds Accounts (subject to Section 4.07) and Cash Collateral Account, the delivery of executed Control Agreements with respect to such Designated Asset Proceeds Accounts or Cash Collateral Account.

(d) Each Pledgor shall promptly and duly take, execute, acknowledge and deliver such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and consistent with this Credit Support Annex (including making non-U.S. filings, the entry into non-U.S.

security agreements and the entry, by the applicable Pledgor and any Holding Company Pledgor or Investment Holding Vehicle that is the issuer of pledged Equity Interests that are uncertificated securities, into an uncertificated securities control agreement) to establish, create, preserve, protect, perfect, and maintain perfection of a First Priority lien on the Collateral in favor of and for the benefit of the Secured Party (including Collateral acquired after the date hereof) and to exercise any and all remedies in respect thereof.

(e) The Security Documents shall contain customary release provisions providing for the release of the security interests in the Collateral upon a Disposition of Collateral not prohibited by this Credit Support Annex (for the avoidance of doubt, the security interest of the Secured Party shall not be released from Collateral when it is disposed of from one Pledgor to another).

(f) Notwithstanding anything to the contrary herein:

(1) Assets or property held in a Designated Asset Proceeds Account may be transferred to any part of the Collateral (e.g., to an Investment Holding Vehicle).

(2) Unless an Enforcement Event or Breach Trigger in respect of a Specified Breach shall have occurred and be continuing with respect to the applicable Trust Pledgor or the Applicable Payment Group, (i) assets in a Designated Assets Proceeds Account may be withdrawn by such Trust Pledgor at any time, and the liens granted in favor of the MDT on such assets shall be released automatically upon such withdrawal, and (ii) upon notice to the MDT, the liens granted in favor of the MDT on proceeds of the Designated Assets and/or the Designated Assets Proceeds Account shall be released automatically.

(3) Nothing in this Credit Support Annexes modifies Section 2.06 of the Master Settlement Agreement, including the requirement that the MDT's rights to any IAC Payment Party's IAC Sale Bonus Payment are limited to the IAC Payment Party's IAC Collateral, and the MDT's sole recourse with respect to each IAC Payment Party's failure to timely pay its IAC Sale Bonus Payment in full shall be to exercise remedies only with respect to that IAC Payment Party's IAC Collateral.

Section 3.02 Tax Forms.

(a) Each Pledgor shall provide to the Secured Party and keep up to date a duly completed and executed IRS Form W-9 (or any successor form) and shall provide any other tax forms or certifications that the Secured Party may reasonably request to permit the Secured Party to comply with any applicable tax withholding or reporting requirements.

(b) Each Pledgor shall provide to the purchaser of any Collateral, or such purchaser's designated agent(s), a duly completed and executed IRS Form W-9 (or any successor form) and shall provide any other tax forms or certifications that such purchaser or such purchaser's agent(s) may reasonably request to minimize amounts required to be withheld, set off or otherwise deducted for any Taxes in connection with any sale of the Collateral.

Section 3.03 New Pledgor; Additional Collateral.

(a) In the event a Trust Pledgor is subject to a consolidation, merger, division, dissolution or liquidation or similar reorganization (other than pursuant to a Permitted Trust Restructuring (which shall be governed by Section 5.06) or Section 5.08), the resulting, surviving or transferee trust(s) (a "**New Trust Pledgor**") (x) the applicable Trust Pledgors party to such transaction shall deliver notice to the MDT and

(y) within sixty (60) days of such event (or such longer period as may be agreed to in writing by the MDT (acting reasonably)), such Trust Pledgors shall (and shall cause the New Trust Pledgor to) (I) execute and deliver to the MDT such amendments or supplements to the Security Documents as required thereby or such other documents, instruments or agreements required by this Credit Support Annex or the Security Documents to grant to the Secured Party a perfected First Priority security interest in and a Lien on the Equity Interests in any Holding Company Pledgor owned by such New Trust Pledgor in accordance with Section 3.01(a)(i) and (II) take all actions to cause such security interest and Lien to be duly perfected as required by Section 3.01(c).

(b) In the event a Holding Company Pledgor is subject to a consolidation, merger, division, dissolution or liquidation or similar reorganization, or a new Holding Company Pledgor is formed or acquired by a Trust Pledgor following the Settlement Effective Date (such newly formed, acquired, resulting, surviving or transferee entit(ies) (a “**New Holding Company Pledgor**”), (x) the applicable Holding Company Pledgor party to such transaction shall deliver notice to the MDT and (y) within sixty (60) days of such event (or such longer period as may be agreed to in writing by the MDT (acting reasonably)), such New Holding Company Pledgor shall (and shall cause the New Holding Company Pledgor to) (I) execute and deliver to the MDT such amendments or supplements to the Security Documents as required thereby or such other documents, instruments or agreements required by this Credit Support Annex or the Security Documents to grant to the Secured Party a perfected First Priority security interest in and a Lien on those assets of such New Holding Company Pledgor that constitute or are intended to constitute Holding Company Pledgor Collateral and (II) take all actions to cause such security interest and Lien to be duly perfected as required by Section 3.01(c).

(c) Following the acquisition or formation of any Investment Holding Vehicle, or any other acquisition of additional Equity Interests or other assets that constitute Collateral and that are not automatically secured and perfected pursuant to the Security Documents (including filed UCC financing statements), (x) the applicable Pledgor shall deliver notice to the MDT and (y) within sixty (60) days of such acquisition, the applicable Pledgor shall (I) execute and deliver to the MDT such amendments or supplements to the relevant Security Documents as required thereby or such other documents or agreements required by this Credit Support Annex or the Security Documents to grant to the Secured Party a perfected First Priority security interest in and a Lien on such Equity Interests or other Collateral and (II) take such other actions to cause such security interest and Lien to be duly perfected as required by Section 3.01(c).

(d) Following the joinder of a new Pledgor, or with respect to the acquisition of additional Equity Interests that constitute Collateral and that are not automatically secured and perfected pursuant to the Pledge Agreement or other Security Documents (including filed UCC financing statements), at the reasonable request of the Secured Party, the applicable Pledgor shall deliver a customary opinion of counsel with respect to the new Collateral and the applicable Security Documents covering the execution and delivery of such Security Documents, the corporate and/or trustee authority, as applicable, of the Pledgors to enter into such Security Documents and perform the obligations thereunder and the creation, perfection and enforceability of the relevant security interest with respect to the Collateral.

ARTICLE IV. AFFIRMATIVE COVENANTS

Section 4.01 Reports.

(a) *Quarterly Reports.*

(i) Each Trust Pledgor (a “**Reporting Party**”) shall deliver to the Secured Party within sixty (60) days following the end of each fiscal quarter, quarterly financial reports in the

form attached hereto as Exhibit A (each, an “**Exhibit A Report**”) with respect to such Trust Pledgor, which Exhibit A Report shall (A) to the reasonable knowledge of the Asset Manager, specify the amounts held in bank and brokerage accounts located outside the United States, (B) be accompanied by a schedule of any Restricted Payments made by the Trust Pledgor’s Holding Company Pledgors and their Subsidiaries during such period; provided that no such schedule of Restricted Payments shall be required if the Collateral Coverage Ratio reflected in such Exhibit A Report is greater than 1.30:1.00, provided that if such ratio is not met in any subsequent calendar quarter, such schedule shall reflect any Restricted Payments made in the immediately preceding 6-month period (or, if shorter, the period following the close of the last calendar quarter for which such schedule was previously delivered through the last day of the immediately preceding calendar quarter for which the applicable Exhibit A Report is being delivered), and (C) be accompanied by a compliance certificate from the Asset Manager substantially in the form attached hereto as Exhibit B, which will be based on the aggregated Exhibit A Reports provided by the Trust Pledgors for the relevant period; and

(ii) no later than April 30 of each fiscal year, the Pledgors shall have delivered to the Secured Party a certification from an Independent Financial Advisor confirming that, to such advisor’s knowledge and after due investigation, the Values presented in the Exhibit A Reports delivered under Section 3.01(a)(i) for the immediately preceding fiscal quarter ended December 31 fairly represent the Trust Pledgors’ Value as of such date in all material respects.

(b) *Conference Calls.* At the request of the MDT, and subject to confidentiality arrangements reasonably satisfactory to the Pledgors, the Pledgors shall use commercially reasonable efforts to cause one representative from their Independent Financial Advisor and one representative from the Asset Manager to attend a semi-annual telephonic conference call with advisors of the MDT at a reasonable time to be mutually agreed, which conference call shall address matters shown on the Exhibit A Reports; provided that the MDT shall not request more than one conference call in any six (6) month period.

(c) *Pledge Agreement Supplements.* Within thirty (30) days after each calendar year, the Pledgors shall deliver to the Secured Party a supplement to the Pledge Agreement schedules to reflect any changes to the information set forth thereon necessary to ensure the attachment and perfection of First Priority Liens, as required under Section 3.01(d) on assets that constitute or are required to constitute Collateral and a certification that the Secured Party’s liens in the Collateral remain perfected in accordance with the Pledge Agreement as of the date of such certificate, all of which will be in a form substantially similar to the form attached hereto as Exhibit D. Each Pledgor shall only be responsible for supplementing its own information.

(d) *Other Developments.* The Pledgors shall promptly (in any event within thirty (30) days) notify the Secured Party of (i) the formation of, or acquisition or issuance of Equity Interests of, any Holding Company Pledgor or Investment Holding Vehicle, (ii) any change to the entity name, entity type, jurisdiction of organization, tax or organizational ID, or location of the chief executive office or principal place of business of any Pledgor or (iii) the opening of any new or substitute Designated Assets Proceeds Account, Cash Collateral Account or IAC Account. Each Pledgor shall only be responsible for providing notice of its own information.

(e) *Pre-Settlement Effective Date Reporting.* As a condition precedent to the Settlement Effective Date, the Applicable Payment Group will provide a pre-Settlement Effective Date collateral report in accordance with the terms of, and within the time period set forth in, in Exhibit C hereto.⁴

(f) *Reporting Supplements.* The financial statements for the calendar quarters ended June 30 and December 31 of each calendar year shall be accompanied by supporting documents, including bank account statements and brokerage statements, collectively showing and substantiating at least 80% of the total combined cash and cash equivalents and marketable securities reported value shown on the applicable Exhibit A Report.

Section 4.02 Preservation of Existence. Each Pledgor shall, except as permitted under Section 5.06 (including pursuant to a Permitted Trust Restructuring), (a) preserve, renew and maintain in full force and effect its legal existence under the laws of the jurisdiction of its organization; and (b) take all reasonable action to maintain all material rights and privileges (including its good standing, if such concept is applicable in its jurisdiction of organization) necessary or desirable in the normal conduct of its business, in each case to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 4.03 Compliance with Laws. Each Pledgor shall comply with the requirements of all applicable Laws and all material orders, writs, injunctions and decrees of any Governmental Authority applicable to it or its business or property in each case to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 4.04 Books and Records. Each Pledgor shall maintain proper books of record and account in a manner consistent with past practice.

Section 4.05 Reinvestment. The Holding Company Pledgors shall reinvest returns on, and returns of, and any other proceeds of, investments in additional investments made by them and/or their respective Investment Holding Vehicles, and cash proceeds received by the Holding Company Pledgors shall be promptly contributed to their respective Investment Holding Vehicles, or to make payments or to make distributions to the applicable Trust Pledgor in each case, to the extent not prohibited by this Credit Support Annex and the Pledge Agreement.

Section 4.06 Tax Matters and Trust Pledgor Tax Refunds.

(a) Beginning with the tax year in which the Settlement Effective Date occurs, and for each tax year thereafter until (and for so long as) the Full Outstanding Settlement Amount has been reduced to zero, upon each occasion that a Trust Pledgor actually receives a cash tax refund relating to a tax payment made after the Settlement Effective Date (a “**Tax Refund**”), such Trust Pledgor shall determine the aggregate Restricted Payments received by it pursuant to Section 5.01(ii) less any prior contributions of Tax Refunds made pursuant to this paragraph (the “**Section 5.01(ii) Amount**”). If the Section 5.01(ii) Amount is greater than zero, the Trust Pledgor shall, as soon as reasonably practicable after receiving such Tax Refund, contribute cash to its Holding Company Pledgor in an amount equal to the lesser of (x) such Tax Refund then received and (y) the Section 5.01(ii) Amount. For the avoidance of doubt, a Trust Pledgor may elect to apply any tax overpayment to future tax liabilities in lieu of requesting a refund, and any such election shall not give rise to any obligation to make a contribution to the Collateral, but the

⁴ Note to Kramer: Both B-1 Pod and B-2 Pod aim to deliver its Pre-Settlement Effective Date Report by February 28, 2026. Also, B-1 Pod and B-2 Pod reps will provide overview of Permitted Trust Restructurings during call that can be scheduled whenever works.

amount of such credits shall be taken into account in determining the amount of Tax Distributions permitted pursuant to Section 5.01(ii).

(b) Each Trust Pledgor shall pay and discharge promptly all Taxes that it reasonably and in good faith determines must be paid before becoming delinquent or in default; provided that such payment and discharge shall not be required with respect to:

(i) Taxes being contested in good faith by appropriate proceedings as long as any such contested Taxes determined to be due shall be paid no later than the earlier of (A) 60 days following the date on which such determination (within the meaning of Section 1313(a) of the IRC for U.S. federal income taxes and by analogy for other Taxes) becomes final and non-appealable and (B) the date on which the relevant taxing authority has the legal right to seize, or force a sale of, the property of the Trust Pledgor or Holding Company Pledgor in full or partial satisfaction of such contested Taxes, provided that the existence of such legal right is known, or reasonably should have been known to, the Trust Pledgor or Holding Company Pledgor, or

(ii) Taxes the non-payment of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(c) Except as would not reasonably be expected to result in a Material Adverse Effect, each Trust Pledgor shall timely (after taking into account any applicable extensions) file all federal, state, foreign and other tax returns and reports that it reasonably and in good faith determines are required to be filed.

Section 4.07 Control Agreements. Within sixty (60) days after the Settlement Effective Date, the Trust Pledgors shall take reasonable steps to provide to the MDT (or its counsel) duly executed copies of the Control Agreement(s) in respect of such Designated Assets Proceeds Accounts. If the MDT determines that the Trust Pledgors are not taking steps reasonably necessary to open such Designated Assets Proceeds Accounts or to provide duly executed copies of Control Agreement(s) in respect of such accounts, the MDT shall provide notice to the applicable Trust Pledgors. If, upon ten (10) Business Days prior written notice, the Trust Pledgors do not take steps reasonably necessary to open such Designated Assets Proceeds Accounts or to provide duly executed copies of Control Agreement(s) in respect of such accounts, the MDT shall be permitted to seek relief in the Bankruptcy Court to compel specific performance.

ARTICLE V. NEGATIVE COVENANTS

Section 5.01 Restricted Payments. The Holding Company Pledgors shall not, directly or indirectly (including through any Investment Holding Vehicle or any Subsidiary thereof) make any Restricted Payments and the Trust Pledgors shall not make any Restricted Payments consisting of withdrawals or transfers from any IAC Accounts in each case, except:

(i) Restricted Payments in an unlimited amount, so long as each of the following conditions is satisfied:

(A) no Enforcement Event or Breach Trigger in respect of a Specified Breach shall have occurred and be continuing with respect to the applicable payor or any Trust Pledgor, Holding Company Pledgor or Subsidiary that is a parent of such payor;

(B) after giving effect to such Restricted Payment on a pro forma basis, the Collateral Coverage Ratio (as defined below) shall not be less than 1.10 to 1.00 (the condition set forth in this clause (B), the “**Distribution Incurrence Test**”); and

(C) the Pledgors are in compliance with the Liquidity Covenant;

(ii) Restricted Payments, as reasonably determined in good faith by the relevant Trust Pledgor (and after taking into consideration all available tax credits, tax deductions and losses), to pay tax obligations (including estimated tax payments) of or on behalf of any Payment Party in the Applicable Payment Group, so long as such Restricted Payments are paid to the appropriate tax authority (“**Tax Distributions**”);

(iii) Restricted Payments to pay management fees to the Asset Manager (and any other similar “family office”) in an aggregate amount in any calendar year not to exceed 1.00% per annum of the Value of the Collateral (excluding the Value of IAC equity interests) as of the start of such calendar year; provided, however, that Restricted Payments to pay management fees to North Bay (or its successors) shall not be subject to such cap so long as (1) North Bay is not operated as a profit center and (2) no Sackler family members receive remuneration from North Bay. It is understood and agreed that if either of the foregoing conditions is not satisfied, then the aggregate management fees payable to North Bay in any calendar year pursuant to this clause (iii) shall not exceed 0.25% per annum of the Value of the Collateral (excluding the Value of IAC equity interests,) as of the start of such calendar year (it being understood and agreed that if the Settlement Effective Date does not fall on the first day of a calendar year, the cap on family office overhead for the year in which the Settlement Effective Date occurs will equal (A) the Target Value multiplied by (B) the annual rate cap prorated for the number of days remaining in that calendar year from and after the Settlement Effective Date. For example, if the Settlement Effective Date is March 31, 2026, the Asset Manager management fee rate for 2026 would be $(275/365) \times 1.00\%$);

(iv) Restricted Payments to pay Payment Obligations and any other prepayment or defeasance of a Settlement Payment Obligation of the Applicable Payment Group or other amounts owed under any Settlement Agreement under the Master Settlement Agreement or the Plan;

(v) In the event a Trust Pledgor is subject to a Qualifying Judgment, Restricted Payments to pay such judgment in an amount such that the Individual Trust Pledgor Collateral Coverage Ratio of that Trust Pledgor is not less than 1.10 to 1.00 after giving effect to such transaction;

(vi) Restricted Payments to pay Litigation Costs of the Applicable Payment Group (A) to the extent such Litigation Costs, when applied against the Available Retained Payment Amount of such Applicable Payment Group (determined immediately prior to giving effect to such Litigation Costs), does not reduce such Available Retained Payment Amount below zero, or (B) if, as of any date of determination, Litigation Costs of the Applicable Payment Group exceed the amount permitted to paid under Section 5.01(vi)(A) as of such date (if any), Restricted Payments may be made to pay Litigation Costs in an aggregate amount not to exceed the aggregate RCR Litigation Cost Advances and SOR Litigation Cost Advances actually received by the Holding Company Pledgors and their wholly owned Subsidiaries from PRA L.P. in respect of the Applicable Payment Group;

(vii) (A) Restricted Payments by an Investment Holding Vehicle to a Holding Company Pledgor and (B) Restricted Payments by a Subsidiary of a Holding Company Pledgor or Investment Holding Vehicle to its equityholders; provided that, to the extent such Subsidiary is not directly or indirectly wholly owned by one or more Holding Company Pledgors or Investment Holding Vehicles, such Restricted Payment shall be made to the equityholders of such Subsidiary either (x) on a pro rata basis or (y) in accordance with the applicable organizational documents, shareholders' agreement, subscription agreements, or other shareholder documents of such Subsidiary (to the extent the material terms of such document(s) are consistent with past practice or reasonably customary in the investment industry), so long as such Restricted Payment does not reduce the Adjusted Collateral Value after giving effect to such Restricted Payment;

(viii) Other Restricted Payments in an aggregate amount not to exceed \$100,000,000 by the Applicable Payment Group; provided that (A) the aggregate amount of Restricted Payments made pursuant to this clause (viii) in the first 12-month period following the Settlement Effective Date shall not exceed \$50,000,000 and (B) no Enforcement Event or Breach Trigger in respect of a Specified Breach by the applicable Trust Pledgor or the Applicable Payment Group shall have occurred and be continuing.

In addition, it is understood and agreed that:

(A) (1) Unless an Enforcement Event or Breach Trigger in respect of a Specified Breach shall have occurred and be continuing with respect to the applicable Trust Pledgor, as set forth in sub-clause (A)(2) below, or the Applicable Payment Group, as set forth in clause (A)(3) below, assets in a Designated Assets Proceeds Account may be withdrawn by the applicable Trust Pledgor at any time.

(2) Upon the occurrence and during the continuance of an Enforcement Event or Breach Trigger in respect of a Specified Breach with respect to a Trust Pledgor, such Trust Pledgor shall not be permitted to withdraw assets from its Designated Asset Proceeds Accounts.

(3) Upon the occurrence and during the continuance of an Enforcement Event or Breach Trigger in respect of a Specified Breach with respect to the Applicable Payment Group, no Trust Pledgor shall be permitted to withdraw assets from a Designated Asset Proceeds Account.

(B) Cash in an IAC Account attributable to the Applicable Payment Group shall be deemed held by a Holding Company Pledgor for purposes of this Credit Support Annex. Any withdrawal from such an IAC Account shall be treated as a "Permitted Withdrawal" for purposes of the Master Settlement Agreement to the extent it either (i) does not constitute a Restricted Payment or (ii) constitutes a Restricted Payment made in compliance with the Restricted Payment covenant in this Credit Support Annex, in each case, assuming for the purposes hereof that such withdrawal is being made by a Holding Company Pledgor. However, if an IAC Payment Party is not a Trust Pledgor or a Subsidiary of a Trust Pledgor, such IAC Payment Party may make "Permitted Withdrawals" from its IAC Account only in the following circumstances:

(1) to pay Payment Obligations;

(2) to make payments permitted under Section 3.06 of the Master Settlement Agreement (including transfers to another IAC Account); and

(3) to make payments to a Holding Company Pledgor or an Investment Holding Vehicle, along with any other entity whose equity interests are 100% pledged (directly or indirectly) to the Secured Party.

In addition, it is understood and agreed that transactions permitted under this Section 5.01 may also be effected by way of a loan to the applicable Trust Pledgor or other Person.

Section 5.02 Related Party Transactions. Each Holding Company Pledgor shall not, and shall not permit its Investment Holding Vehicles or any of their other direct or indirect Subsidiaries to, enter into any transaction with any Related Party (each a “**Related Party Transaction**”) unless such transactions are on terms no less favorable to the Holding Company Pledgor or Investment Holding Vehicle (or Subsidiary) than would reasonably have been obtained in a comparable, arm’s length transaction with a Person who is not a Related Party; provided that, for any Related Party Transaction or series of related Related Party Transactions with an aggregate value in excess of \$50,000,000, the relevant Pledgors shall deliver to the Secured Party a written opinion, in form reasonably acceptable to the Secured Party, by any Independent Financial Advisor stating that such transaction or series of related transactions complies with this Section 5.02.

The foregoing restrictions in this Section shall not apply to the following:

(i) (A) any beneficiaries or other Related Party shall be permitted to use residential real estate, art and collectibles and other tangible personal property (but, for the avoidance of doubt, excluding cash, cash equivalents, securities and other financial assets), in the ordinary course, to the extent such use does not result in a Material Adverse Effect and the primary purpose of which is not to circumvent the provisions of this Credit Support Annex, (B) retaining family offices, including the Asset Manager and North Bay, for services, and (C) sharing professional expenses by the Trust Pledgors and Holding Company Pledgors with other Shareholder Released Parties (including by transferring funds to one or more Payment Parties who are designated payors of such expenses under the Master Settlement Agreement);

(ii) (A) the hiring and retention of “family offices” for investment management and related (e.g., book keeping, tax preparation) services and the payment, subject to Section 5.01(iii), of management fees and budgeted expenses, (B) Summer Road’s (or any successor or replacement family office) management of the assets and investment activities of the Trust Pledgors and the Holding Company Pledgors (e.g., Summer Road may move assets within the Holding Company Pledgors structure and make investment decisions in its discretion), and (C) in the case of the foregoing, activities incidental thereto (e.g., setting the budget for Summer Road), other than activities that have an adverse impact on the Secured Party’s security interest in the Collateral;

(iii) (A) Contributions from any Designated Asset Proceeds Account to a Holding Company Pledgor or an Investment Holding Vehicle and (B) transactions between and among any IAC Account, Holding Company Pledgor, Investment Holding Vehicle, and any of their respective Subsidiaries (as applicable), in each case of (A) and (B), solely to the extent among Persons that are within the Applicable Payment Group. For clarity, this includes (i) transfers directly between any Holding Company Pledgor and any Investment Holding Vehicle and (ii) transfers from any Subsidiary of a Holding Company Pledgor or Investment Holding Vehicle to its parent entity;

(iv) transactions required or expressly permitted by the Master Settlement Agreement (including any Settlement) to be entered into with a Related Party, including (A) transfers of Sale Proceeds and IAC Distributions to IAC Accounts, (B) Permitted Withdrawals from IAC Accounts and (C) transactions the purpose of which is to facilitate the transfer of assets to make payments

under the Master Settlement Agreement and the remittance of cash and “funds flow” to effect the same (e.g., pursuant to [Sections 2.01(k) and 2.02(d)] of the Master Settlement Agreement), so long as, in each case, the intent, purpose and primary effect of such transaction shall not be to circumvent the provisions of this Credit Support Annex;

(v) unsecured loans using the Applicable Federal Rate as the interest rate, along with extensions of such loans;

(vi) transactions permitted under Section 5.01;

(vii) the appointment of bona fide third party professionals as trustees and the retention of such professionals respective firms; provided that the payment of professional fees to such professionals from the Collateral shall be otherwise permitted under this Credit Support Annex;

(viii) transactions certified as arm’s length in an opinion by an Independent Financial Advisor; provided that, in the case of any Related Party Transaction or series of related Related Party Transactions with an aggregate value in excess of \$50,000,000 such opinion shall be in form reasonably satisfactory to the Secured Party;

(ix) transactions that are required by the Security Documents;

(x) indemnification arrangements that are consistent with past practice, entered into by the Pledgors or any of Investment Holding Vehicle with the former, current and future trustees, managers, officers, employees, agents, and consultants and professional advisors of any Pledgor, any Investment Holding Vehicle, any family office (e.g., Summer Road and North Bay), the Sackler Parties’ Representative, and any other entity owned in whole or in part by any member of the Applicable Payment Group;

(xi) the repayment (including prepayment) and extension of loans made prior to the Settlement Effective Date;

(xii) the Asset Management Agreements (and transactions arising pursuant to the terms thereof) as in effect on the Settlement Effective Date, and as may be amended, modified, supplemented or replaced thereafter; provided that any such amendment, modification, supplement or replacement, taken as a whole, is not materially less favorable to the Secured Party;

(xiii) each Holding Company Pledgor, Investment Holding Vehicle and any Subsidiary thereof may form and capitalize (i.e., contribute capital from time to time) one or more investment vehicles with a Related Party, and may make transfers to, and receive transfers from, any such investment vehicle, Holding Company Pledgor, Investment Holding Vehicle, Subsidiary or Related Party, in each case, in a manner consistent with past practice or standard practice for the investment industry, so long as (A) such investment vehicle(s) ultimately makes similar investments in persons other than Related Parties consistent with the investment criteria of the Asset Manager, (B) any Disposition of the equity interests of such investment vehicle is for reasonably equivalent value, and (C) any capitalization of such investment vehicle, or distribution by such investment vehicle, is made either (x) on a pro rata basis on account of the equityholders’ respective interests in such investment vehicle, or (y) in accordance with the applicable organizational documents, shareholders’ agreement, subscription agreements, or other shareholder documents of such investment vehicle (to the extent the material terms of such document(s) are consistent with past practice or reasonably customary in the investment industry), so long as (1) in the case of capitalization or contributions, such capitalization or contribution does not reduce

the Value of the Collateral after giving effect to such transaction, and (ii) in the case of distributions, such distribution does not reduce the Adjusted Collateral Value after giving effect to such transaction; and

(xiv) transfers of funds by a Holding Company Pledgor or Investment Holding Vehicle to PRA L.P. (or any direct or indirect owner of PRA L.P., which owner shall promptly contribute the funds to PRA L.P., if such owner is a direct owner of PRA L.P., or, if such owner is an indirect owner of PRA L.P., to such owner's Subsidiaries until such funds are received by PRA L.P.) or any Trust Pledgor which funds are applied to pay Payment Obligations or third-party legal, settlement, professional and related costs and expenses incurred by (x) PRA L.P. or (y) any Trust Pledgor or any one or more beneficiaries of any Trust Pledgor, in each case, in respect of any settlement or litigation whether such fees and related expenses were incurred prior to, on or after the Settlement Effective Date (but not, for the avoidance of doubt, the costs of any judgment against any such party) and which payments would otherwise be permitted to be made by such Holding Company Pledgor or Investment Holding Vehicle hereunder.

For the avoidance of doubt, to the extent a transaction subject to this Section 5.02 constitutes a Restricted Payment or is otherwise restricted by this Article V, such transaction shall also be subject to the applicable limitations on Restricted Payments or as otherwise set forth in this Article V.

Section 5.03 Indebtedness. The Holding Company Pledgors and their Subsidiaries shall not, and shall not permit any direct or indirect Subsidiary or Investment Holding Vehicle to, incur or guaranty Indebtedness for Borrowed Money, except:

(a) Indebtedness for Borrowed Money to finance payments under any Settlement Agreement under the Master Settlement Agreement; provided that (A) as of any date of determination, the aggregate principal amount of Indebtedness for Borrowed Money incurred under this clause (a) at any time outstanding shall not exceed the amount of the Applicable Payment Group's next scheduled Settlement Payment Obligation, (B) Indebtedness for Borrowed Money incurred under this clause (a) shall have a maturity date less than 12 months from the applicable borrowing date, and (C) the net proceeds of such Indebtedness for Borrowed Money are promptly applied to fund such payments;

(b) Indebtedness for Borrowed Money incurred for the purpose of financing investments that are incurred in the ordinary course of business and consistent with past practices or standard practices for the investment management and/or financial services industries; provided that such investment is acquired either by:

(i) a Holding Company Pledgor, an Investment Holding Vehicle, any of their respective Subsidiaries, any other entity in which any Holding Company Pledgor, an Investment Holding Vehicle or any of their respective Subsidiaries owns any equity interests, or any combination of the foregoing, or

(ii) any other Person so long as, solely in the case of this clause (ii), the payment for such investment with proceeds of such Indebtedness for Borrowed Money shall be deemed a Restricted Payment, and such Indebtedness for Borrowed Money shall be permitted only if such Restricted Payment is made in compliance with Section 5.01;

it being understood and agreed that the foregoing proviso to Section 5.03(b) shall in no event restrict any subsequent transfer of such investment to any other person, so long as (x) if such transfer is to person that would result in a Restricted Payment, such Restricted Payment shall be permitted under Section 5.01, and (y) if such transfer is to Related Party, such Related Party transaction shall be permitted under Section 5.02;

(c) Indebtedness for Borrowed Money that constitutes purchase money indebtedness incurred in connection with the acquisition of assets (including real estate), so long as (x) any Liens securing such Indebtedness for Borrowed Money are limited solely to the assets being acquired, (y) such assets being acquired are acquired and remain owned by the Holding Company Pledgor or Subsidiary incurring such purchase money indebtedness and (z) such assets are acquired within ninety (90) days of the incurrence of such indebtedness, and any extensions, refinancings, renewals and replacements thereof, so long as such extension, refinancing, renewal or replacement does not exceed in a principal amount the Indebtedness for Borrowed Money being renewed, extended, replaced or refinanced plus accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement;

(d) Indebtedness for Borrowed Money (i) pursuant to tenders, statutory obligations, bids, leases, governmental contracts, trade contracts, surety, stay, customs, appeal, performance and/or return of money bonds or other similar obligations incurred in the ordinary course of business, consistent with past practice or consistent with the investment management and/or financial services industries and (ii) in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments to support any of the foregoing items;

(e) (i) Indebtedness for Borrowed Money incurred in the ordinary course of business, consistent with past practice or consistent with the investment management and/or financial services industries in respect of obligations of the Holding Company Pledgors and their Subsidiaries to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services, in each case, for the benefit of the applicable Pledgor and its Subsidiaries and (ii) Indebtedness for Borrowed Money in respect of letters of credit, bankers' acceptances, bank guaranties, surety bonds, performance bonds or similar instruments with respect to such Indebtedness for Borrowed Money entered into in the ordinary course of business, consistent with past practice or consistent with the investment management and/or financial services industries;

(f) Indebtedness for Borrowed Money existing, or pursuant to commitments existing, on the Settlement Effective Date and any extensions, refinancings, renewals and replacements thereof, so long as such extension, refinancing, renewal or replacement does not exceed in a principal amount the Indebtedness for Borrowed Money being renewed, extended, replaced or refinanced plus accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement;

(g) Indebtedness for Borrowed Money consisting of the financing of insurance premiums;

(h) Indebtedness for Borrowed Money representing deferred compensation to current or former directors, trustees, beneficiaries, officers, employees, members of management, managers, members, partners, independent contractors and consultants in the ordinary course of business, consistent with past practice or consistent with the investment management and/or financial services industries; and

(i) Indebtedness for Borrowed Money in an aggregate principal amount not to exceed \$5,000,000 at any time outstanding with respect to the Applicable Payment Group.

Section 5.04 Liens. The Holding Company Pledgors and their Subsidiaries shall not, and shall not permit any direct or indirect Subsidiary or Investment Holding Vehicle to, incur, create, assume or grant or (in the case of any consolidations, mergers or divisions otherwise permitted hereunder) cause or suffer to exist, any Lien on any of its property or assets, except:

(i) Liens created by the Security Documents;

(ii) Permitted Encumbrances;

(iii) Liens on assets and property of the Holding Company Pledgors and their Subsidiaries (other than Equity Interests in a Holding Company Pledgor or Investment Holding Vehicle, the IAC Pledged Shares, or any Cash Collateral Account, IAC Account or Designated Assets Proceeds Account) securing Indebtedness for Borrowed Money permitted under Sections 5.03(a) and (b);

(iv) Liens on assets and property of the Holding Company Pledgors and their Subsidiaries (other than Equity Interests in a Holding Company Pledgor or Investment Holding Vehicle, the IAC Pledged Shares, or any Cash Collateral Account, IAC Account or Designated Assets Proceeds Account) securing Indebtedness for Borrowed Money permitted under Section 5.03(c); provided that such Liens are solely on (a) the assets or property so acquired with the proceeds of such Indebtedness for Borrowed Money and any permitted extensions, refinancings, renewals and replacements thereof, (b) any after-acquired property that is affixed or incorporated into the assets covered by such Lien and (c) proceeds and products thereof, accessions, replacements or additions thereto or replacements thereon (it being understood that individual financings of the type permitted by Section 5.03(c) provided by any lender may be cross-collateralized to other financings of the type provided by such lender or its affiliates); and

(v) Liens (other than Equity Interests in a Holding Company Pledgor or Investment Holding Vehicle, the IAC Pledged Shares, or any Cash Collateral Account, IAC Account or Designated Assets Proceeds Account) securing obligations or Indebtedness for Borrowed Money permitted hereunder in an aggregate principal amount not to exceed \$5,000,000 at any time outstanding with respect to the Applicable Payment Group.

Section 5.05 Passive Holding Company Activity. The Holding Company Pledgors shall not engage in any material operating or business activities; provided that the following and any activities incidental thereto shall be permitted in any event:

(a) ownership of the Equity Interests in Investment Holding Vehicles and the receipt and payment of Restricted Payments and other amounts in respect of Equity Interests and making contributions to the capital of the Investment Holding Vehicles;

(b) the maintenance of its legal existence and privilege of doing business (including the ability to incur and pay, as applicable, fees, costs and expenses and taxes relating to such maintenance and the payment of any tax distributions pursuant to Section 5.01);

(c) the performance of its Obligations with respect to the Master Settlement Agreement and the Security Documents and, in each case, any related documents and agreements;

(d) if applicable, participating in Tax, accounting and other administrative matters, including as a member of any consolidated, combined, unitary or similar tax group and the provision of administrative and advisory services (including treasury and insurance services) to its Subsidiaries of a type customarily provided by a holding company to its Subsidiaries;

(e) holding cash or cash equivalents;

(f) providing indemnification to its officers and directors (or other equivalent Persons), and

(g) any transaction expressly permitted to be entered into by such Holding Company Pledgor under this Credit Support Annex, the Master Settlement Agreement and any Settlement Agreement.

Section 5.06 Fundamental Changes. The Pledgors shall not consolidate, merge, divide, dissolve or liquidate unless (i) either (A) the applicable Pledgor is the surviving entity or (B) the resulting, surviving or transferee Person is a “domestic trust” for U.S. Federal tax purposes or a Person (solely in the case of a Holding Company Pledgor) organized or existing under the laws of the United States that assumes the Obligations of the applicable Pledgor under the Security Documents pursuant to Section 2.05 (and, if applicable, the Obligations of the Pledgor under the Master Settlement Agreement), (ii) such consolidation, merger, division, dissolution or liquidation, after giving effect to clause (i) above, shall not have a material adverse impact on the value of, and the Secured Party’s interest in, and/or the rights and remedies of the Secured Party with respect to the Collateral (after giving effect to any liabilities with respect thereto), (iii) the Secured Party’s security interest in the Collateral shall remain perfected (without change in or loss of priority) and (iv) in the case of clause (i)(B) above, if reasonably requested by the Secured Party, the applicable Trust Pledgor or Holding Company Pledgor shall deliver to the Secured Party an opinion of counsel, regarding the enforceability and perfection of the relevant security interest with respect to the Collateral and such other matters consistent with Section 2.05(d).

Notwithstanding the foregoing,

(A) any Trust Pledgor may undergo a division or similar reorganization into one or more other continuing trusts in accordance with the terms of its governing instrument (which for the avoidance of doubt, does not include giving effect to the exercise of a power of appointment, which shall for purposes of the Definitive Documents be treated in the same manner as a distribution to be made upon a termination of a trust) to the extent (i) the resulting trust(s) deliver a Trust Certification to the MDT and take any and all steps that are necessary to maintain the perfection of the Secured Party’s Lien on the Collateral (without change in priority), (ii) Exhibit K of the Master Settlement Agreement is updated as may be needed to include the Assuring Parties with respect to the resulting trust(s) (to the extent not already listed) and (iii) each Assuring Party who is a Power Holder with respect to the resulting trust(s) has delivered a Further Assurances Undertaking to MDT to the extent they have not already provided such Further Assurances Undertaking; provided that, for the avoidance of doubt, clauses (i) through (iii) of this sentence shall not apply to appointments or distributions from one trust to another that are otherwise permitted hereunder or under the Master Settlement Agreement; and

(B) a Permitted Trust Restructuring may be consummated so long as the Permitted Trust Restructuring Conditions shall have been satisfied in connection therewith.

Section 5.07 Listed Transactions. Each Trust Pledgor shall not (and shall not cause or permit any Holding Company Pledgor owned by it to) be a party to any transaction that it knew, or reasonably should have known, is a Listed Transaction as of the time it entered into the transaction (or, if earlier, the time it entered into a binding commitment to enter into the transaction, provided that, for purposes of this covenant, (i) the Plan and Master Settlement Agreement and the payments and transactions contemplated thereby shall not be taken into account and (ii) no Trust Pledgor shall be treated as a party to a Listed Transaction that is entered into by any collective investment vehicle or other entity if (A) such entity is managed by a professional investment advisor that is unaffiliated with the Trust Pledgor (or any of its Related Parties); provided that, for purposes of this subclause (A), the Asset Manager and any other Sackler “family office” shall not be considered unaffiliated with the Trust Pledgor; and (B) the Trust Pledgor (together with any of its Related Parties) does not have dominion and control over the entity’s investment decisions.

Section 5.08 Amendments or Waivers of Organizational Documents. The Trust Pledgors, Holding Company Pledgors and Investment Holding Vehicles shall not make or permit any amendment, restatement, supplement or other modification to, or waiver of, any such Person's organizational documents (including trust documentation) after the Settlement Effective Date, in each case, to the extent the same (a) would materially adversely affect the perfection or priority of the Secured Parties' Lien on the Collateral, (b) adds to the beneficiaries of a Trust Pledgor other than by adding a charity, former beneficiary, the spouse of a current or former beneficiary or by reason of the exercise of a power of appointment by a Person other than the trustee of such Trust Pledgor acting in such Person's capacity as trustee (and not in their own individual or personal capacity), or (c) would reasonably be expected to be otherwise materially adverse to the interests of the MDT (or any other Secured Party) or the ability of the Payment Parties under the Master Settlement Agreement relating the Applicable Payment Group, taken as a whole, to perform their Obligations and otherwise pay the Full Outstanding Settlement Amount under the Master Settlement Agreement, other than as permitted under the Master Settlement Agreement, without obtaining the prior consent of MDT to such amendment, restatement, supplement or other modification or waiver (such consent not to be unreasonably withheld or delayed) or thereafter taking such steps as are necessary to maintain the perfection and priority of the Secured Party's Lien on the Collateral; provided that, for purposes of clarity, it is understood and agreed that the Trust Pledgors and the Holding Company Pledgors may effect a change to its organizational form and/or consummate any other transaction that is not prohibited under this Credit Support Annex.

Section 5.09 Restrictive Agreements. The Pledgors shall not, nor permit their respective Subsidiaries to, enter into any transaction or series of related transactions that would restrict or impair in any material respect the ability of the Pledgors to sell, Dispose of or otherwise liquidate all or substantially all of the assets and properties of such Pledgor or Subsidiary, except:

- (a) as required under the Master Settlement Agreement and the Security Documents;
- (b) transfer restrictions contained in documentation governing individual investments which have been entered into in the ordinary course of business or pursuant to standard industry practices;
- (c) restrictions with respect to the assets and properties of the Trust Pledgor in effect on the Settlement Effective Date (and any replacements thereof);
- (d) customary provisions restricting assignments contained in agreements entered into in the ordinary course of business or pursuant to standard industry practices so long as such restrictions relate to such agreement which do not restrict the sale, Disposition or liquidation of all or substantially all of the assets and properties of such Pledgors; and
- (e) restrictions in agreements governing Indebtedness for Borrowed Money permitted under Section 5.03 and Section 5.04; provided that such restrictions do not materially interfere with or otherwise prohibit (i) such Trust Pledgor from performing and satisfying its Obligations under the Master Settlement Agreement or (ii) such Holding Company Pledgor or Investment Vehicle from performing and satisfying the Obligations under this Credit Support Annex.

Section 5.10 Change in Trustees. Each Trust Pledgor shall not permit or otherwise recognize the appointment of (including by granting control over any trust asset to) any additional or replacement trustee of such Trust Pledgor, unless and until such additional or replacement trustee (A) becomes a party to the Master Settlement Agreement, the Pledge Agreement, and any other applicable Security Documents in its capacity as such trustee of the applicable Trust Pledgor, (B) the trustees of such Trust Pledgor deliver an updated Trust Certification and (C) takes any and all steps that are necessary to maintain the perfection and priority of the Secured Party's lien on the Collateral; provided that other than Data Trust and Crystal

Trust, the Trust Pledgors shall not change trustees without the prior written consent of the MDT (not to be unreasonably withheld or delayed), except for the death, incapacitation, retirement, or resignation of a trustee that is a natural person.

Section 5.11 Asset Composition. Each Holding Company Pledgor shall use commercially reasonable efforts to ensure that, in the aggregate across all Holding Company Pledgors and their Investment Holding Vehicles, at least twenty percent (20%) of the Full Outstanding Settlement Amount at any given time is held in the form of cash, cash equivalents, marketable securities and/or hedge funds (the “**Liquidity Covenant**”), based on all information known at such time and, in the case, of hedge funds limiting such qualifying investments to those investments whose governing documents provide for quarterly (or more frequent) liquidity. Notwithstanding anything to the contrary herein, there shall be no other limitations on the composition of the Applicable Payment Group’s assets.

Section 5.12 Cash Collateral Accounts.

(a) Any Holding Company Pledgor may establish and fund a cash collateral account (a “**Cash Collateral Account**”) with a commercial bank or other financial institution in the United States (it being understood that any U.S. financial institution that is not a U.S. commercial bank shall be reasonably satisfactory to the MDT) after the Settlement Effective Date in its sole discretion; provided that (i) after such account is designated by such Holding Company Pledgor as a “Cash Collateral Account” for purposes of this Credit Support Annex, such Cash Collateral Account shall at all times be subject to a Control Agreement in favor of the Secured Party, (ii) no assets shall be maintained in a Cash Collateral Account other than cash or cash equivalents, (iii) such Cash Collateral Account shall be held by a Holding Company Pledgor and granted as Collateral in favor of the Secured Party to secure the Applicable Payment Group’s Obligations under the Master Settlement Agreement pursuant to the Security Documents, and (iv) no withdrawals, payments or transfers of any assets maintained in a Cash Collateral Account shall be permitted except to the extent set forth below.

(b) Prior to a Partial Release Date, the Cash Collateral Accounts shall be like any other account of a Holding Company Pledgor for purposes of this Credit Support Annex (except with respect to the requirement to maintain such account subject to a Control Agreement).

(c) Following a Partial Release Date, then, notwithstanding anything to the contrary in this Credit Support Annex:

(i) All Liens on Collateral (other than the Cash Collateral Accounts, which will remain subject to the terms hereof) shall terminate, and funds may be withdrawn from the Collateral that does not constitute Cash Collateral Accounts (including IAC Accounts as “Permitted Withdrawals”) without restriction at the relevant Payment Party’s discretion, in each case subject to this Section 5.12;

(ii) All affirmative covenants and negative covenants under this Credit Support Annex shall terminate, except (A) obligations to maintain the Cash Collateral Accounts (which will remain subject to the terms hereof), (B) reporting obligations consistent with Section 4.01 (which shall apply only to the Cash Collateral Accounts following a Partial Release Date and prior to the occurrence of a Reinstatement Date) and (C) restrictions on transfers from the Cash Collateral Accounts set forth in this Section 5.12; and

(iii) Each Holding Company Pledgor holding a Cash Collateral Account shall not transfer (or direct the transfer of) any assets from its Cash Collateral Account, or make any

withdrawals, payments or other transfers of any assets or amounts held therein or credited thereto (or direct any such transfers), except:

(a) to make investments in cash equivalents that are held in such Cash Collateral Account;

(b) to pay account bank fees and other reasonable and customary expenses of maintaining such Cash Collateral Account;

(c) to pay taxes on income from and gains on investments held in such Cash Collateral Account;

(d) to pay Payment Obligations and any other prepayment or defeasance of a Settlement Payment Obligation of the Applicable Payment Group or other amounts owed under any Settlement Agreement under the Master Settlement Agreement; or

(e) for any other purpose, but only to the extent the aggregate Value of the Cash Collateral Accounts after giving effect to such withdrawal, payment or transfer will not be less than the Full Outstanding Settlement Amount at such time.

(d) If, at any time after a Partial Release Date, the aggregate Value of the Cash Collateral Accounts attributable to the Applicable Payment Group falls below the Full Outstanding Settlement Amount (a “**Reinstatement Date**”), all terms, conditions, covenants and restrictions of this Credit Support Annex will automatically reapply and remain in effect. However, if another Partial Release Date subsequently occurs, the above provisions will again apply until another Reinstatement Date occurs thereafter.

ARTICLE VI. ADDITIONAL CONDITIONS PRECEDENT

Section 6.01 In addition to the conditions set forth in Section 10.01 of the Master Settlement Agreement, the occurrence of the Settlement Effective Date shall be subject to the satisfaction or waiver by the MDT with the consent of the Ad Hoc Committee and the Creditors’ Committee (which consent shall not be unreasonably withheld or delayed) of the following conditions:

(a) The MDT (or its counsel) shall have received duly executed copies of the Pledge Agreement and the Control Agreement(s) in respect of the Designated Assets Proceeds Account; provided that if a Control Agreement for any Designed Asset Proceed Account cannot be obtained prior to the Settlement Effective Date after using commercially reasonable efforts to do so, such Control Agreement shall be delivered within 60 days after the Settlement Effective Date (as such time period may be extended by the MDT in its reasonable discretion);

(b) The MDT (or its counsel) shall have received a UCC-1 financing statement in a form prepared for filing in the jurisdiction of organization of each Pledgor and otherwise in form and substance reasonably satisfactory to the MDT (or its counsel);

(c) All Equity Interests of the Holding Company Pledgors and the Investment Holding Vehicles shall have been pledged pursuant to the Security Documents and/or the provisions hereof and the MDT (or its counsel) shall have received all (i) certificates or instruments, if any, representing such Equity Interests pledged under the Security Documents, accompanied stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank and (ii) uncertificated securities

control agreements, substantially in the form exhibited to the Pledge Agreement, with respect to any uncertificated securities of the Holding Company Pledgors and/or the Investment Holding Vehicles; and

(d) The Pledgors shall have delivered to the MDT (or its counsel) no later than [five (5)]⁵ Business Days before the target Settlement Effective Date a valuation showing that the Target Value has been met in compliance with Section 3.01(b)(ii).

(i) The Secured Party shall provide the Asset Manager with not less than sixty (60) days advance written notice of the target Settlement Effective Date. Based on that notice, such valuation shall:

(1) be presented as of a recent date chosen by the Asset Manager within the windows described below (the “**Valuation Date**”):

(aa) if the target Settlement Effective Date occurs before the 15th day of any given month, then the Valuation Date shall be the last day of the month that immediately precedes the date that is 90 days prior to the target Settlement Effective Date or a more recent date, if such information has been received from third parties. For example, if the target Settlement Effective Date is March 3, 2026, then the Valuation Date shall be November 30, 2025 or a more recent date.

(bb) if the target Settlement Effective Date occurs on or after 15th day of any given month, then the Valuation Date shall be not more than 90 days prior to the target Settlement Effective Date or a more recent date, if such information has been received from third parties. For example, if the target Settlement Effective Date is March 21, 2026, then the Valuation Date shall be December 22, 2025, or a more recent date (e.g., December 31, 2025); and

(2) be certified by an Independent Financial Advisor.

(ii) If the Secured Party postpones the target Settlement Effective Date, it shall provide the Asset Manager with no less than thirty (30) days’ prior written notice of the revised target Settlement Effective Date, which shall supersede the previously designated target Settlement Effective Date. Any previously delivered certified valuation shall remain valid; provided that, if as a result of such postponement the Valuation Date would fall outside the permitted 90-day window described above by more than thirty (30) days, the Pledgors shall deliver an updated valuation certified by an Independent Financial Advisor in accordance with this Section 6.01(d).

(iii) In addition, on the actual Settlement Effective Date, the Pledgors (or, based on their information, the Asset Manager) shall certify to the Secured Party that no assets have been transferred from the Collateral since the Valuation Date (other than in the ordinary course) that would reasonably be expected to reduce the Value of the Collateral below the Target Value.

⁵ To be confirmed with Huron as to practicality, but to help manage closing our understanding is that you would not the certified valuation delivered to MDT on the Settlement Effective Date.

(iv) The Target Value shall reflect the most recent Value of each asset and liability recorded in the Pledgor's books and records as of the Valuation Date, which such books and records shall reflect the most recently available information from third party sources. However, with respect to cash, cash equivalents and marketable securities, the Target Value shall reflect the most current Values reasonably required by the Independent Financial Advisor to complete its certification in a timely manner in advance of the Settlement Effective Date. No Pledgor shall be required to engage third parties to obtain new valuations not already reflected in its records.

Section 6.02 Notwithstanding anything herein or in the Master Settlement Agreement or any Pledge Agreement to the contrary, if the MDT waives any of the conditions specified in this Section 6.01 without the consent of the Pledgors, then in no event may the MDT or any other Secured Party subsequently claim or assert that a Breach has occurred due to the failure of the Pledgors or any other member of the Applicable Payment Group to satisfy any of the conditions specified in this Section 6.01 or any matter related thereto.

ARTICLE VII. ENFORCEMENT EVENT; REMEDIES

Section 7.01 Occurrence of an Enforcement Event; Priority of Payments. Upon the occurrence and during the continuance of an Enforcement Event with respect to any Trust Pledgor or the Applicable Payment Group, the Secured Party shall have the right to exercise all rights and remedies against the Collateral of the applicable Trust Pledgor or the Applicable Payment Group, as applicable, as provided in this Credit Support Annex and the Security Documents, including all rights and remedies available under the UCC (and any similar local laws applicable to the relevant party). If the Enforcement Event relates to a Trust Pledgor (including an Enforcement Event relating to the Applicable Payment Group), the Secured Party shall have the right to foreclose upon the Collateral of such Trust Pledgor, to direct the liquidation of any Holding Company Pledgors and Investment Holding Vehicles or other respective direct or indirect Subsidiaries (provided that the Secured Party's rights to liquidate any assets or property of, or interests in, non-wholly owned entities shall be subject to any applicable transfer restrictions imposed by law or contract) owned by such Trust Pledgor, and to exercise exclusive control over the Designated Asset Proceeds Accounts and IAC Accounts of such Trust Pledgor.

The Secured Party shall apply the proceeds of any such enforcement in the manner set forth in Section 9.02(d) (Priorities) of the Master Settlement Agreement, and shall remit any remaining proceeds to the applicable party (in the case of Trust Pledgors, to the relevant Pledgor(s); and in the case of Non-Trust Pledgor Payment Parties, to such Non-Trust Pledgor Payment Party). For the avoidance of doubt, (i) the Secured Party shall have no rights to enforce remedies under any account control agreement (including, without limitation, any right to submit a notice of exclusive control (or equivalent notice) thereunder) unless and until an Enforcement Event has occurred and is continuing and (ii) the Secured Party shall have no claim to, or rights in, any Equity Interests (or related assets) in a non-wholly owned Subsidiary that are held by the minority investor(s) therein, to the extent such minority investors are not members of the Applicable Payment Group.

Section 7.02 Breaches.

(a) If any Trust Pledgor or any Holding Company Pledgor owned by such Trust Pledgor fails to comply with any of the following provisions of this Credit Support Annex and the Secured Party provides notice to the Sackler Parties' Representative pursuant to Section 11.01 of the Master Settlement Agreement, such failure shall constitute a Breach Trigger with respect to the Persons in Breach described below, and if the Breach Trigger continues for thirty (30) days or more, it shall be deemed a Specified Breach with respect to the Persons in Breach to the extent set forth below (provided that, if the Pledgors

have taken steps during such period to cure such Breach Trigger and are diligently prosecuting such cure, the Persons in Breach shall have an additional thirty (30) days to cure (to the extent capable of being cured during such period) before a Specified Breach shall be deemed to have occurred):

(i) Any Breach caused by an action or omission within a Trust Pledgor's (or a Subsidiary of such Trust Pledgor's) control (and not, for the avoidance of doubt, any Breach as the result of an action or failure to act on the part of the Secured Party) that materially adversely affects the perfection or priority of the Secured Parties' Lien on a material portion of the Collateral of (i) such Trust Pledgor and (ii) each Trust Pledgor that is an Affiliate of such Trust Pledgor, when taken as whole, shall be a Specified Breach of such Trust Pledgor, its Holding Company Pledgors, each Trust Pledgor that is an Affiliate of such Trust Pledgor and such affiliated Trust Pledgors' Holding Company Pledgors (it being understood that an "Affiliate" of a Trust Pledgor for purposes of this Section 7.02(a)(i) and Article VIII means (A) any revocable trust having the same grantor as such Trust Pledgor, (B) any trust of which a majority of the Power Holders also comprise a majority of the Power Holders of such Trust Pledgor, or (C) any trust for which all of the trustees are the same as those of such Trust Pledgor, in each case provided that a Crossover Member shall not be an Affiliate of a non-Crossover Member);

(ii) Any Breach of Section 5.01 shall be a Specified Breach of the Applicable Payment Group if the Collateral Coverage Ratio of the Applicable Payment Group is less than 1.10 to 1.00 (after giving pro forma effect to the applicable Restricted Payment giving rise to such Breach Trigger (or if such Collateral Coverage Ratio is less than 1.10 to 1.00 at the time of such Breach Trigger)); and

(iii) Following a Partial Release Date and prior to a Reinstatement Date, any Breach of the Cash Collateral Accounts covenant set forth in Section 5.12(c)(iii) shall be a Specified Breach of the Applicable Payment Group.

(b) Without limitation of the provisions set forth in Section 7.02(a) above, if any Trust Pledgor or any Holding Company Pledgor owned by such Trust Pledgor commits any Breach set forth in this Section 7.02(b) and the Secured Party provides notice to the Sackler Parties' Representative pursuant to Section 11.01 of the Master Settlement Agreement, such failure shall constitute a Breach Trigger with respect to such Trust Pledgor and its Holding Company Pledgors, and if the Breach Trigger continues for thirty (30) days or more, it shall be deemed a Specified Breach with respect to such Trust Pledgor and its Holding Company Pledgors to the extent set forth below (provided that, if the Pledgors have taken steps during such period to cure such Breach Trigger, and are diligently prosecuting such cure, the Applicable Payment Group shall have an additional thirty (30) days to cure such Breach Trigger (to the extent capable of being cured during such additional period) before a Specified Breach shall be deemed to have occurred:

(i) Any Breach caused by an action or omission within a Trust Pledgor's (or a Subsidiary of such Trust Pledgor's) control (and not, for the avoidance of doubt, any Breach as the result of an action or failure to act on the part of the Secured Party) that materially adversely affects the perfection or priority of the Secured Party's Lien on a material portion of such Trust Pledgor's Collateral;

(ii) Any Breach of Section 5.01;

(iii) Any Breach of Section 5.02 involving any transaction or series of transactions exceeding \$25,000,000 in the aggregate with respect to the Applicable Payment Group shall be a Specified Breach of each Trust Pledgor in Breach (and each Trust Pledgor with a Holding Company Pledgor in Breach) of such covenant;

(iv) Any Breach of Section 5.03; and

(v) Any Breach of Section 5.04.

(c) Any other breach by any Trust Pledgor or Holding Company Pledgor owned by such Trust Pledgor, as applicable, of any term, covenant or agreement contained in this Credit Support Annex that is not set forth above or in the event any representation or warranty made or deemed made by a Pledgor in any Definitive Document or any certificate, notice, or document delivered in connection therewith shall prove to have been incorrect or misleading in any material respect at the time made or deemed to have been made shall constitute a Non-Specified Breach with respect to such Trust Pledgor if not cured within thirty (30) days following notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Master Settlement Agreement.

(d) In addition to remedies under Annex G to the Master Settlement Agreement, to the extent that Richard S. Sackler (including Lin Gao and any and all children of Richard S. Sackler and Lin Gao, other than their adult children), causes (i) any Trust Pledgors (other than the AR Irrevocable Trust or Raymond R. Sackler Trust 1 dtd 12/23/89 (a/k/a the 1A Trust), which shall remain subject to the foregoing framework) to fail to comply with any of the provisions of this Credit Support Annex or (ii) any representation or warranty made or deemed made by an Trust Pledgor in any Definitive Document or any certificate, notice, or document delivered in connection therewith to be incorrect or misleading in any material respect at the time made or deemed to have been made ("**RSS Breach**"), and the MDT provides notice to the Sackler Parties' Representative pursuant to Section 11.01 of the Master Settlement Agreement, such RSS Breach shall constitute a Breach Trigger with respect only to the such Trust Pledgors(s). If the Breach Trigger continues for thirty (30) days or more, such RSS Breach shall be deemed a Non-Specified Breach with respect to such breaching Trust Pledgor; *provided* that if such breaching Trust Pledgor (and/or other Trust Pledgors in such Payment Group) have taken steps during such initial period to cure such Breach Trigger and are diligently prosecuting such cure, using reasonable best efforts (including taking judicial action), the breaching Trust Pledgors (and/or other Trust Pledgors in such Payment Group) shall have an additional sixty (60) days to cure (to the extent capable of being cured during such period). If such Breach Trigger has not been cured by the end of ninety (90) days, the MDT shall be entitled to pursue all such remedies against the breaching Trust Pledgor available under the Master Settlement Agreement for Non-Specified Breaches. Upon the occurrence and during the continuance of Breach Trigger with respect to a RSS Breach, the Adjusted Collateral Value of such breaching Trust Pledgor's Collateral Package shall be deemed to be "zero" for purposes of the Collateral Coverage Ratio.

ARTICLE VIII. TERMINATION

The obligations described in this Credit Support Annex shall terminate, and all security interests granted in this Credit Support Annex shall be automatically released, on the first to occur of the following:

(i) the date on which the Master Settlement Agreement terminates following the Settlement Effective Date pursuant to its terms (e.g., pursuant to Section 2.04 of the Master Settlement Agreement); and

(ii) the date on which the Full Outstanding Settlement Amount and any other accrued and outstanding Payment Obligations of each Payment Party in the Applicable Payment Group under the Master Settlement Agreement (including any Payment Obligation owed by the Applicable Payment Group as a whole but excluding Payment Obligations resulting from Breaches attributable only to individual Payment Parties that are not Trust Pledgors or Subsidiaries

thereof) have been paid in full in cash and reduced to \$0 (including by way of prepayment or other advanced payments), other than (A) any contingent obligations for which no claim or demand for payment, whether oral or written, has been made at such time, and (B) Payment Obligations that are several obligations of a given Payment Party and its Affiliates and for which neither the Applicable Payment Group as a whole, nor any other Trust Pledgor or Subsidiary thereof is responsible for paying or otherwise liable under the Master Settlement Agreement.

Notwithstanding the foregoing:

(i) obligations of the Pledgors under the applicable collateral documents, and all security interests thereunder, shall be automatically reinstated if and to the extent that, for any reason, the MDT is required to disgorge, turn over, or otherwise pay to the Applicable Payment Group any amount paid to the MDT or any creditor trust by or on behalf of the Applicable Payment Group, whether as a result of any proceeding in bankruptcy or reorganization or otherwise; and

(ii) to the extent the only remaining Payment Obligations of the Payment Parties in the Applicable Payment Group outstanding at any given time consist solely of Payment Obligations described in clause (ii)(B) immediately above, this Credit Support Annex shall continue in effect solely with respect to each Trust Pledgor that is obligated in respect of such Payment Obligations, any Subsidiaries of such Trust Pledgors, each Affiliate of such Trust Pledgors, and any Subsidiaries of such Affiliates, and shall otherwise terminate as provided above (it being understood that the term "Affiliate" for purposes of this Article VIII shall have the same meaning therefor as set forth in Section 7.01(a)(i) of Article VII of this Credit Support Annex).

ARTICLE IX. MISCELLANEOUS

Section 9.01 Escrow Accounts.

(a) Consistent with the Master Settlement Agreement's definition of "Retained Payment Amount," all amounts paid by or on behalf of the Applicable Payment Group into an escrow account on or following the Settlement Effective Date, whether pursuant to this Agreement or any other Settlement Agreement (including direct settlements, such as opt-out class action settlements that have not become effective as of the Settlement Effective Date), shall be deemed to have been actually paid by the Applicable Payment Group on such Payment Date and shall reduce the Applicable Payment Group's Full Outstanding Settlement Amount as of that date.

(b) If any portion of such escrowed amounts is subsequently returned to the Applicable Payment Group pursuant to the Master Settlement Agreement or the applicable Settlement Agreement, then:

(i) such returned amounts shall no longer be deemed to have been paid as of the original Payment Date (and the Full Outstanding Settlement Amount shall be adjusted accordingly); and

(ii) such amounts received by Trust Pledgors (directly or indirectly) shall be promptly deposited into the Collateral and become subject to this Credit Support Annex.

(c) The Trust Pledgors' share of any escrowed amounts held in escrow accounts required by the Master Settlement Agreements (including Grantor Trust Escrow Accounts described in Exhibit Z), the "Project Apollo IAC escrow accounts" and any other escrow account holding funds to be applied

towards Payment Obligations shall be deemed to be held in Holding Company Pledgors (including for purposes of the thresholds set forth in Section 3.01 and determining the Target Value).

Section 9.02 Certain Representations. Each of the Trust Pledgors represents and warrants to the MDT on the Settlement Effective Date that:

(a) Related Party Loan Transactions. The aggregate principal amount of Indebtedness for Borrowed Money owing by (i) any Holding Company Pledgor or any of its Subsidiaries, on the one hand, to (ii) Related Parties (other than Holding Company Pledgors and their respective Subsidiaries), on the other hand, and outstanding as of the Settlement Effective Date does not exceed \$25,000,000 in the aggregate.

(b) Existing Indebtedness. The aggregate principal amount of debt for borrowed money of the Holding Company Pledgors and their respective Subsidiaries outstanding as of the Settlement Effective Date, that is not otherwise permitted under Section 5.03 (other than Section 5.03(f)), does not exceed \$25,000,000 in the aggregate.

EXHIBIT A to ANNEX E

FINANCIAL STATEMENT TEMPLATE

[For each Trust Pledgor of the Applicable Payment Group]
As of [March, June, September, December 20XX]

	A	B	C	D = C x (A+B)	
	Value in Holding Company Pledgor Collateral	Value in IAC Accounts	Asset Class Advance Rates	Adjusted Collateral Value	Value in Designated Assets
<u>Assets</u>					
Accounts Receivable			1.00		
Artwork & Jewelry			0.80		
Cash and Cash Equivalents			1.00		
Hedge Funds			0.85		
Life Insurance – Surrender Value			0.80		
Marketable Securities			1.00		
Notes and Loans Receivable			0.80		
Other Investments			0.80		
Private Capital Investments			0.80		
Real Estate Investments			0.80		
Residential Real Estate			0.80		
Retirement Accounts & Government Pensions			0.80		
Total Assets					
<u>Liabilities</u>					
Accounts Payable			1.00		
Debt			1.00		
Other Balance Sheet Liabilities			1.00		
Total Liabilities					
Assets less Liabilities					

Restricted Payment Made During the Calendar Quarter

Type of Restricted Payment	Amount of Restricted Payments
Distribution Incurrence Test Exception	
Tax Distributions Exception	
Family Office Management Fees	
Settlement Obligations Exception	
Judgments Exception	
\$100 MM "Distribution Basket" Exception	
Litigation Costs Exception	
<u>Total Restricted Payments</u>	

Value Held in Brokerage Accounts Outside the U.S.

Type of Account	Amount
Holding Company Pledgors Collateral	
IAC Accounts	

EXHIBIT B to ANNEX E

FORM OF COMPLIANCE CERTIFICATE

[____], 20[__]

Reference is made to Annex E (the “**B-Side Payment Group 1 Credit Support Annex**”) to the Settlement Agreement, dated as of [____], among the Pledgors referred to in the B-Side Payment Group 1 Credit Support Annex, the other Payment Parties party thereto and The Master Disbursement Trust (as amended, restated, supplemented or otherwise modified from time to time). This Compliance Certificate is delivered by the undersigned Asset Manager pursuant to Section 3.01(b) of the B-Side Payment Group 1 Credit Support Annex for the calendar quarter ended [March, June, September, December 20__]. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the B-Side Payment Group 1 Credit Support Annex.

To the knowledge of the Asset Manager, the financial statements provided to the MDT together with this Compliance Certificate presents fairly in all material respects the financial position of, and the amounts and classifications of Restricted Payments by, the Pledgors and their Subsidiaries as specified therein for such period presented.

To the knowledge of the Asset Manager, all Restricted Payments made by Holding Company Pledgors and their Subsidiaries in the Applicable Payment Group complied with the B-Side Payment Group 1 Credit Support Annex.

To the knowledge of the Asset Manager, as of the date hereof, no Breach or Breach Trigger has occurred with respect to any Trust Pledgor or the Applicable Payment Group since the previously delivered Compliance Certificate, except as has already been communicated to the Secured Party or as set forth in Schedule I hereto.

A calculation of the Collateral Coverage Ratio and Liquidity Covenant as of the end of the calendar quarter for which this Compliance Certificate is delivered is set forth on Schedule II hereto.

The undersigned, in his/her capacity on behalf of the Asset Manager, and not in any individual capacity, hereby represents that the statements set forth in this Compliance Certificate are accurate to his/her knowledge, information and belief based on information provided by or on behalf of the Trust Pledgors.

[ASSET MANAGER]

By: _____
Title:

[SCHEDULE I TO COMPLIANCE CERTIFICATE]

Applicable Payment Group Breaches:

[•]

Applicable Payment Group Breach Triggers:

[•]

SCHEDULE II TO COMPLIANCE CERTIFICATE

Collateral Coverage Ratio

Adjusted Collateral Value	E	
Available Retained Payment Amount	F	
Adjusted Collateral Value less Available Retained Payment Amount	$G = E - F$	
Full Outstanding Settlement Amount	H	
Collateral Coverage Ratio	$I = G / H$	

Liquidity Covenant

Value of Cash, Cash Equivalents, Marketable Securities & Hedge Funds	J	
Full Outstanding Settlement Amount	F	
Liquidity %	$K = J / F$	

EXHIBIT C to ANNEX E

PRE-SETTLEMENT EFFECTIVE DATE ASSET REPORT

[See attached]

EXHIBIT D to ANNEX E

FORM OF COLLATERAL CERTIFICATE

[____], 20[____]¹

Reference is made to (i) Annex E (the “**B-Side Payment Group 1 Credit Support Annex**”) to the Master Settlement Agreement dated as of [____], 2021 among the Pledgors referred to in the B-Side Payment Group 1 Credit Support Annex, the other Payment Parties party thereto and The Master Disbursement Trust (the “**MDT**”) (as amended, restated, supplemented or otherwise modified from time to time) and (ii) the Pledge Agreement dated as of [____], 2021 (the “**Pledge Agreement**”) among the Pledgors referred to in the B-Side Payment Group 1 Credit Support Annex, Summer Road LLC and the MDT (as amended, restated, supplemented or otherwise modified from time to time). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the B-Side Payment Group 1 Credit Support Annex.

Reference is made to the calendar year ending [____], 20[____]. Pursuant to Section [____] of the B-Side Payment Group 1 Credit Support Annex, the undersigned, in his/her capacity as an authorized officer of the Pledgors (or, in the case of a Trust Pledgors, an authorized officer of its trustee), and not in any individual capacity, certifies to his or her knowledge as follows:

1. All liens granted to the Secured Party pursuant to the Security Documents remain effective and are perfected in accordance with the Credit Support Annex as of the date hereof, [except with respect to the assets described below].
2. There have been no changes to the information required to be included in the Annexes to the Pledge Agreement [, except for the following items:]

[APPLICABLE PLEDGOR]²

By: _____
Name:
Title:

¹ Certificate to be delivered within 30 days after calendar year end.

² Certificate may be delivered by a single authorized representative of one or more identified Pledgors.

EXHIBIT E to ANNEX E

HOLDING COMPANY PLEDGORS

Trust Pledgor	Holding Company Pledgor
AR Irrevocable Trust	ARIT Holding Company LLC, a Delaware limited liability company
Raymond R. Sackler Trust 1 dtd 12/23/89 (a/k/a the 1A Trust)	1A Trust Holding Company LLC, a Delaware limited liability company
[_____]	[_____] LLC, a Delaware limited liability company
<i>[To be completed.]</i>	<i>[To be completed.]</i>

EXHIBIT F to ANNEX E

ASSET MANAGEMENT AGREEMENT

[See attached]

EXHIBIT A-35

Annex F to the MSA

ANNEX F
B-SIDE PAYMENT GROUP 2¹

ARTICLE I.
DEFINITIONS; MISCELLANEOUS

Section 1.01 Master Settlement Agreement. Capitalized terms used herein and not defined herein have the meanings ascribed to such terms in the Master Settlement Agreement (to which this Annex F is attached) and any exhibit attached there to, as applicable.

Section 1.02 Defined Terms. As used in this Credit Support Annex, the following terms shall have the meanings specified below:

“Adjusted Collateral Value” means, as of any date of determination, the sum of the Value of the Collateral of the Applicable Payment Group (excluding for purposes of such determination the Value of (i) the Designated Assets and any proceeds thereof (unless contributed to a Holding Company Pledgor or Investment Holding Vehicle), (ii) Designated Assets Proceeds Accounts, (iii) rights with respect to the Reserves, and (iv) equity interests in IACs, but including for purposes of such determination the Value of (a) the IAC Accounts of the Trust Pledgors and their Subsidiaries and (b) without double counting, the assets of the applicable Holding Company Pledgors and their respective Subsidiaries) multiplied by the Asset Class Advance Rate applicable to the relevant asset class constituting Collateral.

“Applicable Federal Rate” means, with respect to any month, the applicable federal rate published by the IRS for such month.

“Applicable Payment Group” means B-Side Payment Group 2 (the Beverly Sackler and Jonathan Sackler Family) under the Master Settlement Agreement.

“Asset Class Advance Rate” means, with respect to any asset, the below indicated factor applicable to such asset class:

(A) Cash and Cash Equivalents: 1.00x,

(B) Marketable Securities: 1.00x,

(C) Hedge Funds: 0.85x

(D) Private Capital Investments (excluding any equity of IACs): 0.80x

(E) Accounts Receivables: 1.00x

(F) Notes Receivable: 0.80x (any note receivable representing a loan that is a Restricted Payment will be assigned a Value of zero)

(G) Residential Real Estate: 0.80x

(H) Real Estate Investments (Other than Residential Real Estate): 0.80x

¹ NTD: Formatting under review.

(I) Other Investments: 0.80x

(J) Life Insurance – Surrender Value: 0.80x

(K) Retirement Accounts and Government Pensions: 0.80x

(L) Artwork (Including Jewelry): 0.80x

“Asset Management Agreement” means any asset management agreement entered into from time to time between or among the Holding Company Pledgors, on the one hand, and the Asset Manager, on the other hand, with respect to the management of the assets and investments of the Holding Company Pledgors, including the agreements existing as of the Settlement Effective Date specified in Exhibit F.

“Asset Manager” means Kokino and any replacement asset manager.

“Beverly Sackler ICSPs” means *[To describe Beverly Sackler Estate and Rev Trust HoldCos that are in the Applicable Payment Group (but not the Richard family Payment Group) Also, Raymond Sackler Estate, Raymond R. Sackler GST Exempt Marital Trust u/a 3/29/2012 and Raymond R. Sackler Credit Shelter Trust u/a 3/29/2012 to be on same footing as Beverly Sackler ICSPs and subject to same conditions.]*

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or the State of Wyoming or is a day on which banking institutions located in any such state are authorized or required by law or other governmental action to close.

“Cash Collateral Account” as defined in Section 5.12(a).

“Collateral” as defined in Section 3.01(a). In no event shall the Collateral include Excluded Property. When the term “Collateral” is used in reference to a specific Trust Pledgor, rather than to the Collateral of the Applicable Payment Group as a whole, it refers to the individual assets pledged by that Trust Pledgor, its Holding Company Pledgors and its other direct and indirect Subsidiaries, including any Designated Assets Proceeds Accounts, that form part of the broader Collateral of the Applicable Payment Group.

“Collateral Coverage Ratio” means, as of any date of determination, the ratio of (a) the Adjusted Collateral Value, reduced by the Applicable Payment Group’s Available Retained Payment Amount (to the extent such Available Retained Payment Amount is greater than zero) provided that such reduction shall only be made if the Final Reversion Event has not occurred, to (b) the Full Outstanding Settlement Amount as of such date of determination.

“Control Agreement” means a customary springing deposit account control agreement, or a customary springing securities account control agreement, in form and substance reasonably acceptable to the MDT, between a Trust Pledgor, in the case of a Designated Asset Proceeds Account, or a Holding Company Pledgor, in the case of a Cash Collateral Account, the MDT and a commercial bank or other financial institution, which Control Agreement shall give the MDT “control” (as such term is described in Section 9-104 of the UCC) over the applicable deposit account or securities account; it being understood that (i) the MDT shall have no right to exercise remedies over the applicable deposit account or securities account until the occurrence of an Enforcement Event with respect to the applicable account holder and (ii) a “springing” control agreement means that the applicable account bank shall be entitled to comply with instructions delivered by the account holder with respect to the disposition of assets held in such account prior to delivery by the MDT of a notice of exclusive control (or similar notice) to such account bank.

“Credit Support Annex” means this Annex F to the Master Settlement Agreement.

“Designated Assets” means certain assets of a Trust Pledgor (e.g., interests in third party managed funds, but excluding IAC equity interests which will be pledged pursuant to IAC Pledge and Security Agreements (as defined in the Master Settlement Agreement)) that the Trust Pledgor determines cannot be transferred and/or pledged without violating contractual restrictions or triggering other adverse events for the Trust Pledgor or its counterparties.

“Designated Assets Proceeds Accounts” means (x) [_____] ² and (y) certain Deposit Accounts or Securities Accounts maintained at a depository institution in a United States jurisdiction in respect of which, subject to Section 4.07, any Pledgor shall have entered into a Control Agreement, in each case, that may be designated as a “Designated Asset Proceeds Account” by the Asset Manager from time to time. It is understood and agreed that IAC Accounts are not Designated Assets Proceeds Accounts.

“Deposit Account” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“Disposition” shall mean, with respect to any property or asset, any conveyance, sale, lease, sublease, license or assignment of such property or asset, including by means of a merger, consolidation, division or similar transaction (but, for the avoidance of doubt, excluding the disposition by death of property owned by a natural person that continues to be owned as property of the decedent’s estate and those reflecting the appointment of an additional or replacement trustee of a trust in accordance with Section 5.10 hereof), and the terms “Dispose,” “Disposed” and “Disposing” shall have meanings correlative thereto.

“Distribution Incurrence Test” as defined in Section 5.01(i)(B).

“Enforcement Event” means:

(i) in the case of a Payment Party in the Applicable Payment Group (but not the Applicable Payment Group itself), such Payment Party is subject to:

(a) a Specified Breach by such Payment Party permitting the Secured Party to exercise the Payment Remedy and related remedies set forth in Section 9.02(a)(ii)(A) of the Master Settlement Agreement with respect to such Payment Party; provided that the MDT remains entitled to exercise such remedies under Section 9.02(a) of the Master Settlement Agreement and has not elected Option 2 under Section 9.02(a)(ii)(B);

(b) an Insolvency Proceeding with respect to such Payment Party permitting the Secured Party to exercise the remedies set forth in Section 9.08(a) of the Master Settlement Agreement with respect to such Payment Party; or

(c) a Major Judgment with respect to such Payment Party permitting the Secured Party to exercise the remedies set forth in Section 9.08(b) of the Master Settlement Agreement with respect to such Payment Party.

(ii) in the case of the Applicable Payment Group itself, the occurrence of a Specified Breach by the Applicable Payment Group, in each case permitting the Secured Party to exercise the Payment Remedy and related remedies set forth in Section 9.02(a)(ii)(A) of the Master Settlement Agreement with

² Note to Draft: To be updated to include day-1 accounts?

respect to each Trust Pledgor and Holding Company Pledgor of the Applicable Payment Group; provided that the MDT remains entitled to exercise such remedies under Section 9.02(a) of the Master Settlement Agreement and has not elected Option 2 under Section 9.02(a)(ii)(B).

“Equity Interest” as defined in the Master Settlement Agreement.

“Excluded Property” as defined in Section 3.01(a).

“Final Reversion Event” means the date when all funds in the Released Claims Reserves and Special Operating Reserve have reverted to the MDT pursuant to Section 4 of Exhibit N (provided that a Final Reversion Event shall not occur unless (i) there has been no litigation against any of the Shareholder Released Parties with respect to Covered Conduct pending for the requisite time period set forth in Section 4(b) of Exhibit N to the Master Settlement Agreement; (ii) the MDT has ceased Replenishment Transfers and (iii) there has been no Suspension Event (as defined in Exhibit N to the Master Settlement Agreement).

“First Priority” means, with respect to any Lien purported to be created in any Collateral pursuant to any Security Document, that such Lien is prior in lien priority to any other Lien thereon other than Permitted Encumbrances applicable to such Collateral which as a matter of law have priority over the respective Liens on such Collateral created pursuant to the relevant Security Document.

“Full Outstanding Settlement Amount” means, as of any date of determination, the sum of the following amounts: (i) the Applicable Payment Group’s aggregate maximum remaining Settlement Payment Obligations under the Master Settlement Agreement, plus (ii) any RCR Top Off Payment and SOR Top Off Payment owed with respect to the Applicable Payment Group, plus (iii) any Breach Fees owed by any Trust Pledgor or any Subsidiary thereof, each based on all data known at such time. The Full Outstanding Settlement Amount shall exclude IAC Sale Bonus Payments and will be determined after deducting all prepayments and advanced payments made as of the date of determination (subject to Section 9.06 of the Master Settlement Agreement).

“Hedging Agreement” means (i) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, cap transactions, floor transactions, collar transactions, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options or warrants to enter into any of the foregoing), whether or not any such transaction is governed by, or otherwise subject to, any master agreement or any netting agreement, and (ii) any and all transactions or arrangements of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement (or similar documentation) published from time to time by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such agreement or documentation, together with any related schedules, a **“Master Agreement”**), including any such obligations or liabilities under any Master Agreement.

“Holding Company Pledgors” means, collectively, the Persons specified under the column entitled “Holding Company Pledgor” in Exhibit E hereto, as it may be updated from time to time by written notice from the Asset Manager to the Secured Party.

“Holding Company Pledgor Collateral” as defined in Section 3.01(a)(ii).

“IAC Accounts” as defined in the Master Settlement Agreement. It is understood and agreed that IAC Accounts are not Designated Assets Proceeds Accounts.

“Indebtedness for Borrowed Money” of any Person means, as of any date of determination, all of the following: (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person under finance or capital leases, (iv) all net reimbursement obligations of such Person with respect to letters of credit, foreign currency sale agreements and bankers’ acceptances, except such as are obtained by such Person to secure performance of obligations (other than for borrowed money or similar obligations), (v) all indebtedness of others with respect to obligations referred to in (i) to (iv) above, guaranteed in any manner, directly or indirectly, by such Person, and (vi) all indebtedness of others with respect to obligations referred to in (i) to (v) above are secured by a Lien on any asset owned by such Person (whether or not such indebtedness is assumed by, or is a personal obligation of, such Person); provided that the amount of such indebtedness will be the lesser of: (a) the fair market value of such asset at such date of determination in the event such indebtedness is not assumed by, or is not a personal obligation of, such Person, and (b) the amount of such indebtedness of such other Person. It is understood and agreed that Payment Obligations of any Person under the Master Settlement Agreement shall not constitute Indebtedness for Borrowed Money.

“Independent Financial Advisor” means (i) a financial advisor selected by the Pledgors from the financial advisors listed on Exhibit O attached to the Master Settlement Agreement or (ii) solely to the extent the applicable Pledgor is unable to engage any such independent financial advisor set forth in clause (i) of this definition, any other independent financial advisor reasonably acceptable to the MDT.

“Individual Trust Pledgor Collateral Coverage Ratio” means, with respect to any Trust Pledgor, as of any date of determination, the ratio of (1) the sum of (x) the Adjusted Collateral Value of such Trust Pledgor’s Collateral minus (y) the amount of the applicable judgment rendered and outstanding against such Trust Pledgor, to (2) the Full Outstanding Settlement Amount.

“Investment Holding Vehicles” means each direct, wholly-owned Subsidiary of any Holding Company Pledgor as of the Settlement Effective Date and identified as such in the Pledge Agreement and each other direct, wholly-owned Subsidiary formed or acquired by a Holding Company Pledgor after the Settlement Effective Date to make and hold investments but excluding, in all cases, any underlying investment vehicle owned by an Investment Holding Vehicle.

“IRC” means the Internal Revenue Code of 1986, as amended.

“IRS” means the United States Internal Revenue Service.

“Jon Sackler ICSPs” means each of the following Trust Pledgors (to the extent permitted by applicable court(s) and as may be altered pursuant to the Permitted Trust Restructuring): (i) the Estate of Jonathan Sackler; (ii) the JDS Revocable Pourover Trust; (iii) the Trust under agreement dated December 3, 1979 f/b/o JDS (JDS BRP Trust); (iv) the Trust under agreement dated December 23, 1980 f/b/o Jonathan D. Sackler (a/k/a the JDS XPC Trust); (v) the Trust under agreement dated June 16, 1980 f/b/o Jonathan D. Sackler (a/k/a the JDS FPC Trust); (vi) the Trust dated August 29, 2003 f/b/o the Issue of Jonathan Sackler; and (vii) the Trust under Declaration of Trust dated December 17, 1991 f/b/o Jonathan D. Sackler and the Issue of Jonathan D. Sackler (which has now received all assets and liabilities of the Trust under Declaration of Trust dated August 23, 1988 f/b/o Jonathan D. Sackler and the Issue of Jonathan D. Sackler).

“Kokino” means Kokino LLC, a Delaware limited liability company (together with its successors and permitted assigns).

“Liquidity Covenant” as defined in Section 5.11.

“Listed Transaction” means (x) a “listed transaction” identified as such by the IRS under Section 6707A(c)(2) of the Internal Revenue Code and Treasury Regulation Section 1.6011-4(b)(2) as of the date of this Agreement or (y) a “listed transaction” identified as such by the IRS under such provisions after the date of this Agreement that is substantially comparable to the type of abusive tax shelter transactions that the IRS has previously identified as “listed transactions” as of the date of this Agreement, in each case unless the IRS has delisted the transaction.

“Material Adverse Effect” means a material adverse effect on (a) the assets or financial condition, in each case, of (i) the Pledgors, taken as a whole or (ii) the Holding Company Pledgors, taken as a whole, (b) the rights and remedies (taken as a whole) of the Secured Party under the Master Settlement Agreement or the Security Documents with respect to the Applicable Payment Group (taken as a whole), or (c) the ability of the Pledgors (taken as a whole) to perform their Payment Obligations under the Master Settlement Agreement or the Security Documents.

“New Holding Company Pledgor” as defined in Section 3.03(b).

“Non-ICSP Payment Parties” means every Payment Party in the Applicable Payment Group that is not a Trust Pledgor or a Subsidiary thereof.

“North Bay” means North Bay Associates, a Delaware general partnership (together with its Subsidiaries, successors and assigns).

“Partial Release Date” means a date on which the combined Value of all Cash Collateral Accounts attributable to the Applicable Payment Group collectively exceeds the Full Outstanding Settlement Amount for ten (10) consecutive days.

“Permitted Encumbrances” means (a) Liens for Taxes (i) that are not yet delinquent or that are being contested or (ii) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect; (b) statutory Liens of landlords and carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s, storage or other similar like Liens arising in the ordinary course of business and securing obligations that are not yet due or which do not in the aggregate have a material adverse effect on the value or use of property encumbered thereby; (c) Liens incurred or pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security laws or regulations; (d) deposits Liens to secure the performance, or payment in respect of, bids, insurance premiums, deductibles or co-insured amounts, tenders, government or utility contracts (other than for the repayment of borrowed money) trade contracts (other than for obligations for the payment of borrowed money), leases, statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like similar nature incurred in the ordinary course of business; (e) zoning restrictions, easements, rights-of-way, encroachments, protrusions, licenses or other restrictions on, and other minor defects or irregularities affecting, the use of any real property estate (including leasehold title) and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, do not materially interfere with the ordinary conduct of the business of the Pledgors, and ground leases in respect of real property on which facilities owned or leased by the Pledgors are located; (f) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on the items in the course of collection, (ii) attaching to trading accounts or other brokerage accounts incurred in the ordinary course of business, (iii) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of set-off) and which are within the general parameters customary in the banking industry and (iv) for the fees and expenses of a bank or securities intermediary in maintaining

deposit accounts or securities accounts; (g) any Lien on any property or asset of the Trust Pledgors existing on the Settlement Effective Date; provided that (i) all of the Indebtedness for Borrowed Money secured by such Liens [are listed on [_____] attached hereto] and indicating the amount of such Indebtedness for Borrowed Money, and (ii) any such Lien shall secure only those obligations which it secures on the Settlement Effective Date and extensions, refinancings, renewals and replacements thereof that do not increase the outstanding principal amount thereof other than for accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement, and such Lien shall not extend to any other property or asset other than the property or assets securing such obligations on the Settlement Effective Date and the proceeds or products thereof; (h) Liens in favor of clearing agencies, broker-dealers and similar Liens incurred in the ordinary course of business; (i) Liens arising solely from precautionary filings of financing statements under the Uniform Commercial Code of the applicable jurisdictions; (j) [reserved]; (k) Liens consisting of any (i) interest or title of a lessor or sub-lessor under any lease of real estate not prohibited hereunder, (ii) landlord lien permitted by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such lessor or sub-lessor may be subject or (iv) subordination of the interest of the lessee or sub-lessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii); (l) Liens (i) on any cash earnest money deposits made by the Pledgors in connection with any letter of intent or purchase agreement with respect to any investment permitted hereunder or (ii) consisting of an agreement to dispose of any property; (m) Liens securing obligations under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Pledgors; (n) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Pledgors or (ii) secure any Indebtedness for Borrowed Money; (o) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property in the ordinary course of business or (ii) by operation of law under Article 2 of the UCC (or similar law of any jurisdiction); (p) Liens in favor of any Holding Company Pledgor or any Subsidiary thereof; (q) Liens (other than on Equity Interests in the Holding Company Pledgors) securing obligations under Hedging Agreements entered in the ordinary course; (r) (i) Liens on Equity Interests of joint ventures or non-Pledgors securing capital contributions to, or obligations of, such Persons and (ii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Pledgors; and (t) any encumbrance or restriction assumed in connection with an acquisition of the property or Equity Interests of any Person, so long as such encumbrance or restriction relates solely to the property so acquired (or to the Person or Persons (and its or their subsidiaries) bound thereby) and was not created in connection with or in anticipation of such acquisition; provided that, notwithstanding anything to the contrary herein, in no event shall any Lien of the types described in clauses (b) through (h), (k) through (o), (p) (other than customary restrictions on assignment set forth in the organizational documents of a Pledgor provided that none of such restrictions shall restrict any Pledgor from granting any Liens or security interests hereunder or under the Security Documents), (r) or (t) on the Equity Interests of any Holding Company Pledgor or Investment Holding Vehicle, the IAC Pledged Shares, or any Cash Collateral Account (other than Liens of the type described in clause (f)), IAC Account (other than Liens of the type described in clause (f)), or Designated Assets Proceeds Account (other than Liens of the type described in clauses (f) or (h)) constitute a "Permitted Encumbrance."

"Permitted Exchange" means any exchange of assets owned and held by Investment Holding Vehicles of the type constituting Specified Assets for other assets of the Trust Pledgors constituting Specified Assets of a substantially equivalent value (including with respect to liquidity) so long as, in the case of Specified Assets consisting of investments in private equity funds or hedge funds, the applicable Pledgor delivers a certificate to the Secured Party certifying the exchanged asset is of substantially equivalent value (including with respect to liquidity) to the original asset.

"Permitted Trust Restructuring" means, any of the following transactions, pursuant to which each resulting trust shall be a Trust Pledgor that is a member of the Applicable Payment Group:

(i) 74A Trust and 74B Trust:

(A) in accordance with their governing documents, the 74A Trust and 74B Trust will be divided into two separate and equal trusts so that one trust exists for the exclusive benefit of the Richard Sackler family, and the other trust exists for the exclusive benefit of the Jonathan Sackler family and each part for the benefit of the Jonathan Sackler family shall be a Trust Pledgor in the Applicable Payment Group; and/or

(B) AJ Irrevocable Trust and/or the 2A Trust (or their respective successors) will acquire all or part of the Jonathan Sackler family's ownership of Rosebay Medical Company L.P. or any other entity that owns IACs for fair market value and/or 74A Trust and 74B Trust will terminate the Jonathan Sackler family "half" of the 74A Trust and 74B Trust, respectively, and distribute their assets to one or more of such recipient trusts;

All documents necessary to (i) effect the split of the 74A Trust and the 74B Trust and (ii) thereafter terminate each half of the 74A Trust, in each case as described immediately above, shall be executed no later than January 30, 2026. Such execution shall be sufficient to ensure that one-half of the assets of the 74A Trust and the 74B Trust are included in the Applicable Payment Group and that the 74A Trust and the 74B Trust cease to be Crossover Members as of the Settlement Effective Date, subject only to the receipt of any required third-party consents or approvals necessary to effect the transfer of such assets as described above.

(ii) in accordance with its governing documents, the AJ Irrevocable Trust may be divided into separate parts;

(iii) in accordance with its governing documents, Trust DTD 8/29/2003 FBO the Issue of Jonathan Sackler may distribute its assets to the JDS Revocable Pourover Trust;

(iv) in accordance with its governing documents, the JDS Revocable Pourover Trust may be divided into separate parts;

(v) the 2A Trust may be divided into separate parts; and

(vi) any Trust Pledgor may dissolve or liquidate following the Settlement Effective Date so long as the Trust Pledgor Collateral held by such Trust Pledgor is first transferred to another Trust Pledgor, or to a Holding Company Pledgor of another Trust Pledgor, and the Permitted Trust Restructuring Conditions are satisfied in connection with such transactions.

"Permitted Trust Restructuring Conditions" means, with respect to any Permitted Trust Restructuring, conditions that are satisfied if:

(a) in the case of a Permitted Trust Restructuring consummated on or prior to the Settlement Effective Date, each trust or other entity created, capitalized or otherwise receiving assets pursuant to such Permitted Trust Restructuring shall have delivered an acknowledgment to the MDT (which shall expressly survive any exercise of the Release Remedy) that such trust or entity shall remain liable, with respect to any assets received from the applicable funding trust in such restructuring (in such capacity, a "Funding Trust"), for the full amount of any damages from any fraudulent conveyance action that could have been brought against the Funding Trust with respect to such transferred assets; and

(b) in the case of a Permitted Trust Restructuring consummated after the Settlement Effective Date:

(i) except in the case of a Permitted Trust Restructuring under clause (vi) of the definition thereof, at the time of such Permitted Trust Restructuring, each relevant Holding Company Pledgor owned by such Trust Pledgor subject to such Permitted Trust Restructuring shall hold only equity interests in Investment Holding Vehicles (i.e., no other assets shall remain at the Holding Company Pledgor level) and no assets may be distributed by the Investment Holding Vehicle(s) in question until such Permitted Trust Restructuring is completed;

(ii) upon consummation of such Permitted Trust Restructuring of a Trust Pledgor, the resulting or transferee Trust Pledgor or Holding Company Pledgor, as applicable, shall grant a security interest in the applicable Trust Pledgor Collateral of the original Trust Pledgor subject to such Permitted Trust Restructuring; and

(iii) the Trust Pledgors and Holding Company Pledgors involved with the Permitted Trust Restructuring for the Applicable Payment Group shall represent and warrant that (A) none of the Permitted Trust Restructuring transactions they are involved with shall (i) have the effect of removing any assets from the Collateral, (ii) adversely affect the perfection or priority of the security interests of the Secured Party in the assets of the applicable Holding Company Pledgor or (iii) have the effect of avoiding, circumventing, frustrating or impairing the ability of the Secured Party to exercise or enforce remedies pursuant to the Master Settlement Agreement, the Security Documents, or applicable law with respect to any assets, or enforce any potential judgment of any court of competent jurisdiction and (B) after the consummation of the applicable Permitted Trust Restructuring transaction, the MDT shall have a first priority security interest in the equity interests in the applicable Holding Company Pledgors and Investment Holding Vehicles, in each case, with respect to such Applicable Payment Group.

“Pledge Agreement” means the Pledge and Security Agreement entered into on the Settlement Effective Date among the Pledgors, the Asset Manager and the Secured Party, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Pledgors” means, collectively, the Trust Pledgors and the Holding Company Pledgors.

“Qualifying Judgment” means a money judgment (a) that has not been satisfied using (i) assets that are not subject to the Security Documents or (ii) assets that have been released from the Collateral in accordance with the Security Documents; (b) with respect to which there is a period of five (5) consecutive Business Days during which no stay of enforcement is in effect, (c) that is not covered by (i) independent third-party insurance or (ii) an enforceable indemnity, and (d) for which a judgment creditor is taking steps to enforce a judgment lien.

“Reinstatement Date” as defined in Section 5.12(d).

“Related Party Transaction” as defined in Section 5.02(a).

“Restricted Payment” means:

(i) with respect to the Holding Company Pledgors, the Investment Holding Vehicles and their direct and indirect Subsidiaries:

- a. any distributions or loans to their respective equityholders or any beneficiary of a Trust Pledgor directly or indirectly holding the equity interests of such Holding Company Pledgor, Investment Holding Vehicle or Subsidiary;

- b. any payments of Litigation Costs; or
- c. any payments of management fees to the Asset Manager, North Bay and any other similar “family office”; and

(ii) with respect to the Trust Pledgors and their direct and indirect Subsidiaries, any withdrawals or transfers from any IAC Accounts.

Notwithstanding the foregoing, except for payments of Litigation Costs and management and similar fees to the Asset Manager, North Bay and any other similar “family office” by Holding Company Pledgors, Investment Holding Vehicles and their direct and indirect Subsidiaries (which shall be deemed Restricted Payments) but not ICSPs, Restricted Payments shall not include:

(A) Permitted Exchanges so long as the applicable Holding Company Pledgor receives the new Specified Asset from the Trust Pledgors and then contributes the same to the applicable Investment Holding Vehicle substantially concurrently with the distribution of the original Specified Asset to the Trust Pledgor;

(B) distributions by a non-wholly owned Subsidiary of a Holding Company Pledgor that are made either (x) on a pro rata basis on account of the equityholders’ respective interests in such Subsidiary, or (y) in accordance with the applicable organizational documents, shareholders’ agreement, subscription agreements, or other shareholder documents of such Subsidiary (to the extent the material terms of such document(s) are consistent with past practice or reasonably customary in the investment industry), so long as such distribution does not reduce the Adjusted Collateral Value after giving effect to such distribution;

(C) payments made by Holding Company Pledgors, Investment Holding Vehicles, their Subsidiaries and from IAC Accounts to third parties (directly or indirectly) to satisfy their own bona fide obligations (e.g., funding expenses and costs related to their investments and activities, to the extent such obligations are incurred primarily for a bona fide purpose and not for the purpose of avoiding Section 5.01);

(D) any transfer from an IAC Account of a Trust Pledgor or a Subsidiary of a Trust Pledgor pursuant to Section 3.06 of the Master Settlement Agreement or that would not constitute a Restricted Payment if such transfer was made by a Holding Company Pledgor; and

(E) any distribution by any wholly-owned direct or indirect Subsidiary of a Holding Company Pledgor to its equityholders.

“**Section 5.01(ii) Amount**” as defined in Section 4.06(a).

“**Secured Obligations**” as defined in Section 3.01(a).

“**Secured Party**” means each of (i) the MDT and each of its successors and permitted assigns and (ii) any agent, trustee or other representative or designee (including one or more Subsidiaries or other entities of the MDT formed to carry out its duties and obligations under the Definitive Documents) authorized or appointed to hold any security interest in or Lien on, or take possession or control of, any Collateral on behalf of and for the benefit of itself and any person described in clause (i) above.

“**Securities Account**” as defined in the UCC.

“**Security Documents**” means the Pledge Agreement, each Control Agreement, each uncertificated securities control agreement and any other Collateral Document and each of the other security agreements, pledge agreements and other instruments and documents, and each of the supplements thereto, executed

and/or delivered pursuant to this Credit Support Annex or the Security Documents in order to grant or purport to grant a Lien on any assets to secure the Secured Obligations and/or under which rights or remedies with respect to such Liens are governed.

“Shared Trust Pledgors” means each of (i) Trust U/A 11/5/74 FBO Beverly Sackler (**“74A Trust”**) and (ii) Trust B U/A 11/5/74 FBO Beverly Sackler (**“74B Trust”**). If the 74A Trust and 74B Trust are split pursuant to the Permitted Trust Restructuring, then the resulting 50% portions for the benefit of descendants of Jonathan Sackler shall be a Trust Pledgor in the Applicable Payment Group (and not a “Crossover Member” under the Master Settlement Agreement).³

“Specified Assets” means cash, cash equivalents, marketable securities or investments in private equity funds or hedge funds.

“Target Value” as defined in Section 3.01(b).

“Tax Distributions” as defined in Section 5.01(ii).

“Tax Refund” as defined in Section 4.06(a).

“Trust Pledgors” means collectively: (i) each Jon Sackler ICSP; (ii) each Beverly Sackler ICSP; (iii) the AJ Irrevocable Trust; (iv) Raymond R. Sackler Trust 2 dated December 23, 1989 (a/k/a the 2A Trust); (v) the 1974 Irrevocable Trust f/b/o BS and JDS; (vi) Raymond R. Sackler Trust 2B dated December 23, 1989; (vii) the Jonathan D. Sackler Life Insurance Trust; and (viii) 50% of the Shared Trust Pledgors, each as may be altered by the Permitted Trust Restructuring. Each of the foregoing is an **“Trust Pledgor.”**

“Trust Pledgor Collateral” as defined in Section 3.01(a).

“UCC” shall mean the Uniform Commercial Code or any successor provision thereof (or similar code or statute) as in effect from time to time in any applicable state or jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“Valuation Date” as defined in Section 6.01(d).

“Value” means, as of any date of determination, with respect to the Collateral or assets of the Pledgors, the value thereof determined in accordance with Section 1.04.

Section 1.03 Interpretative Provisions. The rules of construction set forth in Section [1.02] of the Master Settlement Agreement shall apply *mutatis mutandis* to this Credit Support Annex. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. References herein to any Section, Schedule, Appendix or Exhibit shall be to a Section, a Schedule, an Appendix or an Exhibit, as the case may be, of this Credit Support Annex unless otherwise specifically provided. In addition, (i) the term “descendants” shall include all issue, including

³ [Note: Inclusion of listed Shared Trust Pledgors and Beverly Sackler ICSPs assumes the cooperation of the relevant Sackler Parties pursuant to the Confirmation Order, including the shareholder undertakings.]

grandchildren, stepchildren and adoptive relationships, and current and former spouses and (ii) the term “spouse” shall include qualified domestic partners.

Section 1.04 Valuation Methodology.

(a) It is understood and agreed that for purposes of preparing the quarterly and annual financial reports described in this Credit Support Annex and calculating compliance with any covenant contained in this Credit Support Annex (including with respect to the Value of the initial Collateral as of the Settlement Effective Date, the Adjusted Collateral Value, the Collateral Coverage Ratio, the Individual Trust Pledgor Collateral Coverage Ratio and the Distribution Incurrence Test), net asset valuations shall be determined in all material respects in a manner that is reasonably consistent with the valuation methodologies used by Huron Consulting Services LLC to prepare the previous net asset reports delivered in the chapter 11 cases pursuant to the Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors, and Certain Related Parties [D.I. No. 518] and in accordance with this Section 1.04. Notwithstanding the foregoing or anything to the contrary herein, (i) all asset valuations (including with respect to the initial Collateral as of the Settlement Effective Date, the Adjusted Collateral Value, the Collateral Coverage Ratio, the Individual Trust Pledgor Collateral Coverage Ratio and the Distribution Incurrence Test) shall exclude (A) any contingent liabilities (including tax liabilities and inchoate claims but, for the avoidance of doubt, guarantees of Indebtedness for Borrowed Money shall be counted in the determination of asset values) and (B) for the avoidance of doubt, any claims for refunds of estimated taxes that might be payable to a Trust Pledgor but for an election under section 643(g) of the Internal Revenue Code to treat the payment of such estimated taxes made by the Trust Pledgor as a payment of estimated taxes made by the Trust Pledgor’s beneficiary or beneficiaries, (ii) the Pledgors may exclude any asset or reduce any asset’s Value in their sole discretion when calculating compliance with the Collateral Coverage Ratio, the Individual Trust Pledgor Collateral Coverage Ratio or the Distribution Incurrence Test, as applicable, (iii) with respect to the valuation of assets consisting of Equity Interests that are listed or quoted for trading on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, OTC Bulletin Board or any other national securities exchange, the “Value” thereof shall be based on the closing price of a share of such Equity Interests for the most recent trading date in proximity to the date of determination (which may be the date of determination itself), and (iv) all asset valuations shall exclude any Obligations under the Master Settlement Agreement. In determining asset valuation as of any date of determination, other than in the case of cash, cash equivalents or other assets for which market quotations are readily available and may be determined on such date of determination, the Pledgors and any Independent Financial Advisor shall use the asset valuation for the applicable assets as of the end of the most recently ended fiscal quarter for which financial statements are available as of such date of determination or, if no such quarterly valuation exists or if a more recent valuation exists, then the most recent valuation used by North Bay and/or the Asset Manager to maintain the Pledgors’ books and records.

(b) For the avoidance of doubt, no asset, liability or transaction shall be counted more than once or otherwise incorrectly attributed under this Credit Support Annex. For example, the computation of “Value” and the application of the other provisions of this Credit Support Annex shall take into account only a Pledgor’s proportionate ownership of any asset or liability (e.g., if an Investment Holding Vehicle owns [X]% of an underlying investment vehicle (regardless of whether that vehicle is a Subsidiary), then in all cases only [X]% of the Value of that vehicle’s equity, and only [X]% of any transactions attributable to that vehicle if it is a Subsidiary of the Investment Holding Vehicle, shall be attributed to such Investment Holding Vehicle, so as to avoid double counting or other improper attributions under the requirements and limitations of this Credit Support Annex).

Section 1.05 Division. For all purposes under this Credit Support Annex, in connection with any division or plan of division under Delaware Law or any comparable event under a different jurisdiction's Laws, as applicable: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests.

Section 1.06 Family Offices. Kokino and any Pledgor or Investment Holding Vehicle may transfer such asset management authority to one or more other "family offices" that are exclusively controlled by one or more other members of the Jonathan Sackler family or trusts for their benefit, so long as such assignee agrees to requirements, obligations and pledges that are equivalent to those concerning Kokino as set forth in this Credit Support Annex.

ARTICLE II. SETTLEMENT PAYMENT OBLIGATIONS

Section 2.01 Payment of Applicable Payment Group Settlement Payment Obligations.

(a) Notwithstanding Section 2.01(c) of the Master Settlement Agreement, with respect to each Payment Party in the Applicable Payment Group, on each Payment Date:⁴

(i) the Jon Sackler ICSPs [and the Beverly Sackler ICSPs] shall pay, or cause to be paid (on a joint and several basis with each other and among themselves), the Settlement Payment Obligation of the Applicable Payment Group by the applicable Payment Date (other than SOR and RCR "top-off payments");

(ii) the Trust Pledgors (other than the Jon Sackler ICSPs [and the Beverly Sackler ICSPs]) shall pay, or cause to be paid (on a joint and several basis with the other Trust Pledgors who are not Jon Sackler ICSPs [and Beverly Sackler ICSPs]), to the MDT the Applicable Payment Group's Settlement Payment Obligation by the applicable Payment Date, but solely to the extent such obligation is not paid pursuant to clause (i) above; and

(iii) the Non-ICSP Payment Parties shall pay, or cause to be paid (on a joint and several basis with the other Non-ICSP Payment Parties), to the MDT the Applicable Payment Group's Settlement Payment Obligation by the applicable Payment Date, but solely to the extent such obligation is not paid pursuant to clause (i) or (ii) above;

provided, that:

(A) No Jon Sackler ICSP [or Beverly Sackler ICSP] shall have any obligation to make any payment (and shall not be in breach or otherwise liable to the MDT for failure to make any such payment) if and to the extent (i) it does not have sufficient liquid assets to do so (excluding any liquid assets reserved in good faith for the payment of Taxes or administrative expenses (including

⁴ NTD: References to Beverly Sackler ICSPs (and requirements that apply Beverly Sackler ICSPs) still to be confirmed.

professional fees)) and (ii) such payment is made by another member of the Applicable Payment Group,⁵

(B) Payments by the Beverly Sackler ICSPs shall be subject to the Beverly Sackler ICSPs becoming Payment Parties pursuant to [Exhibit D to the Master Settlement Agreement]⁶;

(C) Payments by the Jon Sackler ICSPs shall be subject to receiving all governmental, regulatory, or court approvals that the fiduciaries of the Jon Sackler ICSPs deem to be necessary or appropriate; and

(D) Neither the Jon Sackler ICSPs nor the Beverly Sackler ICSPs shall be entitled to seek contribution, reimbursement, or indemnification from any other Payment Party or from any Shareholder Released Party with respect to any amounts so paid.

(b) For purposes of the Master Settlement Agreement, references to “joint and several” with respect to the Payment Parties within the Applicable Payment Group shall have the meaning set forth above. For the avoidance of doubt, nothing herein shall be construed to relieve any Payment Party from its Obligations under the Master Settlement Agreement and the Security Documents or to limit or otherwise modify the Secured Party’s rights if it elects the Payment Remedy following a Payment Group-wide Specified Breach with respect to Applicable Payment Group.

ARTICLE III. COLLATERAL MATTERS

Section 3.01 Security; Security Documents.

(a) As credit support for, and to secure the prompt payment and performance of the Payment Obligations of the Applicable Payment Group under the Master Settlement Agreement to the Secured Party (the “**Secured Obligations**”) (it being understood and agreed that all security interests granted under the Security Documents shall terminate as provided in Section 8.01)

(i) each Trust Pledgor shall, on or before the Settlement Effective Date, grant a perfected First Priority security interest in and Lien on all of its right, title and interest in the following property, wherever located, and whether now owned or hereafter acquired (the “**Trust Pledgor Collateral**”):

(A) 100% of the equity interests owned by each Trust Pledgor in the Holding Company Pledgors formed by such Trust Pledgor;

(B) the Designated Assets Proceeds Accounts, all amounts held therein or credited thereto, and all other proceeds, products, dividends or other property received, receivable, distributed, or distributable in respect of the Designated Assets;

⁵ NTD: Term “administrative expenses” to conform to CT probate statute definition. If there is a Specified Breach following a missed payment, that breach would apply to all members of the Payment Group, including the probate estates.

⁶ NTD: Precise language to be addressed in connection with finalizing Exhibit D.

(C) 100% of the IAC Pledged Shares owned by the Trust Pledgors, each IAC Account owned by the Trust Pledgors and all amounts held therein or credited thereto; and

(D) all proceeds and products of the foregoing (including, for the avoidance of doubt, all dividends, cash, options, warrants, instruments, certificates and other property and proceeds from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, such Equity Interests);

(ii) each Holding Company Pledgor shall, on or before the Settlement Effective Date, grant a perfected First Priority security interest in and Lien on all of its right, title and interest in the following property, wherever located, and whether now owned or hereafter acquired (the **“Holding Company Pledgor Collateral”**):

(A) substantially all assets of such Holding Company Pledgor (including (i) 100% of the Equity Interests in all underlying Investment Holding Vehicles owned by such Holding Company Pledgor, (ii) its rights under Asset Management Agreements between such Holding Company Pledgor and the Asset Manager with respect to voting rights to liquidate assets and (iii) all Cash Collateral Accounts and all amounts held therein or credited thereto) as described in the Pledge Agreement; and

(B) all proceeds and products of the foregoing (including, for the avoidance of doubt, all dividends, cash, options, warrants, instruments, certificates and other property and proceeds from time to time received, receivable or otherwise distributed or distributable in respect of, in exchange for or upon the conversion of, the foregoing); and

(iii) the Asset Manager shall, on or before the Settlement Effective Date, grant a perfected First Priority security interest in and Lien on all of its right, title and interest in the Asset Management Agreements between any Holding Company Pledgor and the Asset Manager with respect to voting rights to liquidate assets and any proceeds and products thereof (together with the Trust Pledgor Collateral and the Holding Company Pledgor Collateral, collectively, the **“Collateral”**).⁷

Notwithstanding the foregoing, in no event shall the Collateral include (I) investments held by an Investment Holding Vehicle that are distributed to a Holding Company Pledgor for the sole purpose of transferring such investment to another Investment Holding Vehicle, (II) any assets being contributed to any Holding Company Pledgor on a “post-closing” basis, so long as, in each case, such assets are contributed to an Investment Holding Vehicle within five (5) Business Days of their receipt by, or contribution to, a Holding Company Pledgor, (III) any property the pledge of which or security interest therein is prohibited by applicable Law (including any legally effective requirement to obtain the consent of any Governmental Authority), contract and any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest therein would be prohibited or restricted thereby (including any legally effective prohibition or restriction), in each case (x) except to the extent such prohibition or restriction is unenforceable after giving effect to applicable anti-assignment provisions of the UCC or any other applicable Law (other than proceeds thereof, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition or restriction) and (y) provided that, at such time as the prohibition or restriction in this clause (III) shall be remedied, whether by contract, change of Law or otherwise, such property shall immediately cease to be Excluded Property, and any security interest that would otherwise be granted herein or under the Security Documents shall attach immediately

⁷ In addition, Trust Pledgor and Non-Trust Pledgor Payment Party Equity Interests in IACs will be pledged pursuant to the Master Settlement Agreement.

to such property, or to the extent severable, to any portion thereof that does not result in the prohibition or restriction in this clause (III), (IV) any lease, license or other agreements (other than organizational documents of the Pledgors or any Investment Holding Vehicle) to the extent that a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto or a default thereunder, in each case except to the extent such violation, invalidation or termination right is unenforceable after giving effect to applicable anti-assignment provisions of the UCC or any other applicable Law, and provided that any such provision in any lease, license or other agreement was not entered into after the date hereof with the purpose of excluding such asset from the Collateral and (V) ownership interests in any non-wholly-owned Subsidiaries but only to the extent the organizational documents or other agreements with non-Related Party equity holders of such non-wholly-owned Subsidiaries do not permit the pledge of such ownership interests for so long as such prohibition exists, in each case after giving effect to the anti-assignment provisions in the UCC or applicable Law (the assets and property referred to in the foregoing clauses (I) through (V) are collectively referred to herein as the **“Excluded Property”**); provided that, in the case of clauses (III) through (V), (i) the Collateral shall include the replacements, substitutions and proceeds of any of the foregoing property in clauses (III) through (V) unless such replacements, substitutions or proceeds also constitute Excluded Property in accordance with clauses (III) through (V) above and (ii) clauses (III) through (V) above shall not apply to property or assets (that would otherwise constitute Collateral but for the above exclusions) valued at more than \$25,000 in the aggregate.

(i) Without limiting the generality of clause (a) of this Section 3.01, on the Settlement Effective Date the Secured Party shall have a perfected First Priority security interest in and Lien on (A) 100% of the Equity Interests of the Holding Company Pledgors and (B) substantially all assets of the Holding Company Pledgors pursuant to Section 3.01(a)(ii); and

(ii) After giving effect to contributions and pledges specified above, and applying solely the Values determined as of the Valuation Date (as defined below) pursuant to Section 6.01, as of the target Settlement Effective Date described in Section 6.01, the collective Value of the assets and equity interests held by Holding Company Pledgors in Investment Holding Vehicles and assets that are subject to Designated Assets Proceeds Accounts shall be not less than 90% of the Trust Pledgors’ aggregate Value (in each case, valued as of the Valuation Date pursuant to Section 6.01); provided that, in connection therewith, the Trust Pledgors shall use commercially reasonable efforts to cause the collective Value of the assets and equity interests held by Holding Company Pledgors in Investment Holding Vehicles (valued as of the Valuation Date) to be not less than 80% of the Trust Pledgors’ aggregate Value as of the Valuation Date (collectively, the **“Target Value”**). The Target Value and the percentages referenced in this paragraph will (i) exclude any Excluded Property and (ii) assume that the Equity Interests of the IACs and all loan receivables from IACs are valued at zero. For the avoidance of doubt, the Target Value and thresholds are measured based on the assets and equity interests actually held by Holding Company Pledgors, Investment Holding Vehicles, Designated Asset Proceeds Accounts and IAC Accounts as of the target Settlement Effective Date (after giving effect to any payment of the Payment Obligations made on the Settlement Effective Date), with the Value of each determined as of the Valuation Date, all in accordance with Section 6.01.

(c) The Pledgors shall not be required, nor shall the Secured Party be authorized, to perfect any pledge or security interest hereunder by any means other than by (i) filing financing statements (including continuation statements) pursuant to the UCC in the office of the secretary of state (or similar central filing office) of the relevant state or jurisdiction for each Pledgor, (ii) in the case of Collateral consisting of Equity Interests in any Holding Company Pledgor or Investment Holding Vehicle organized in jurisdictions outside the U.S., the entry into non-US law share pledge agreements and the filing of financing statements or local law equivalents and other perfection actions in relevant non-US jurisdictions, (iii) the delivery to the Secured Party of certificates or other instruments (if any) representing pledged Equity Interests, together with stock transfer powers or other instruments of transfer (if any) with respect

thereto endorsed in blank, (iv) in the case of the pledge of Equity Interests in any Holding Company Pledgor or Investment Holding Vehicle in the form of uncertificated securities, the execution of uncertificated securities control agreements and (v) solely in the case of the Designated Asset Proceeds Accounts (subject to Section 4.07) and Cash Collateral Account, the delivery of executed Control Agreements with respect to such Designated Asset Proceeds Accounts or Cash Collateral Account.

(d) Each Pledgor shall promptly and duly take, execute, acknowledge and deliver such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and consistent with this Credit Support Annex (including making non-U.S. filings, the entry into non-U.S. security agreements and the entry, by the applicable Pledgor and any Holding Company Pledgor or Investment Holding Vehicle that is the issuer of pledged Equity Interests that are uncertificated securities, into an uncertificated securities control agreement) to establish, create, preserve, protect, perfect, and maintain perfection of a First Priority lien on the Collateral in favor of and for the benefit of the Secured Party (including Collateral acquired after the date hereof) and to exercise any and all remedies in respect thereof.

(e) The Security Documents shall contain customary release provisions providing for the release of the security interests in the Collateral upon a Disposition of Collateral not prohibited by this Credit Support Annex (for the avoidance of doubt, the security interest of the Secured Party shall not be released from Collateral when it is disposed of from one Pledgor to another).

(f) Notwithstanding anything to the contrary herein:

(1) Assets or property held in a Designated Asset Proceeds Account may be transferred to any part of the Collateral (e.g., to an Investment Holding Vehicle).

(2) Unless an Enforcement Event or Breach Trigger in respect of a Specified Breach shall have occurred and be continuing with respect to the applicable Trust Pledgor or the Applicable Payment Group, (i) assets in a Designated Assets Proceeds Account may be withdrawn by such Trust Pledgor at any time, and the liens granted in favor of the MDT on such assets shall be released automatically upon such withdrawal, and (ii) upon notice to the MDT, the liens granted in favor of the MDT on proceeds of the Designated Assets and/or the Designated Assets Proceeds Account shall be released automatically.

(3) Nothing in this Credit Support Annexes modifies Section 2.06 of the Master Settlement Agreement, including the requirement that the MDT's rights to any IAC Payment Party's IAC Sale Bonus Payment are limited to the IAC Payment Party's IAC Collateral, and the MDT's sole recourse with respect to each IAC Payment Party's failure to timely pay its IAC Sale Bonus Payment in full shall be to exercise remedies only with respect to that IAC Payment Party's IAC Collateral.

Section 3.02 Tax Forms.

(a) Each Pledgor shall provide to the Secured Party and keep up to date a duly completed and executed IRS Form W-9 (or any successor form) and shall provide any other tax forms or certifications that the Secured Party may reasonably request to permit the Secured Party to comply with any applicable tax withholding or reporting requirements.

(b) Each Pledgor shall provide to the purchaser of any Collateral, or such purchaser's designated agent(s), a duly completed and executed IRS Form W-9 (or any successor form) and shall

provide any other tax forms or certifications that such purchaser or such purchaser's agent(s) may reasonably request to minimize amounts required to be withheld, set off or otherwise deducted for any Taxes in connection with any sale of the Collateral.

Section 3.03 New Pledgor; Additional Collateral.

(a) In the event a Trust Pledgor is subject to a consolidation, merger, division, dissolution or liquidation or similar reorganization (other than pursuant to a Permitted Trust Restructuring (which shall be governed by Section 5.06) or Section 5.08), the resulting, surviving or transferee trust(s) (a "**New Trust Pledgor**") (x) the applicable Trust Pledgors party to such transaction shall deliver notice to the MDT and (y) within sixty (60) days of such event (or such longer period as may be agreed to in writing by the MDT (acting reasonably)), such Trust Pledgors shall (and shall cause the New Trust Pledgor to) (I) execute and deliver to the MDT such amendments or supplements to the Security Documents as required thereby or such other documents, instruments or agreements required by this Credit Support Annex or the Security Documents to grant to the Secured Party a perfected First Priority security interest in and a Lien on the Equity Interests in any Holding Company Pledgor owned by such New Trust Pledgor in accordance with Section 3.01(a)(i) and (II) take all actions to cause such security interest and Lien to be duly perfected as required by Section 3.01(c).

(b) In the event a Holding Company Pledgor is subject to a consolidation, merger, division, dissolution or liquidation or similar reorganization, or a new Holding Company Pledgor is formed or acquired by a Trust Pledgor following the Settlement Effective Date (such newly formed, acquired, resulting, surviving or transferee entit(ies) (a "**New Holding Company Pledgor**"), (x) the applicable Holding Company Pledgor party to such transaction shall deliver notice to the MDT and (y) within sixty (60) days of such event (or such longer period as may be agreed to in writing by the MDT (acting reasonably)), such New Holding Company Pledgor shall (and shall cause the New Holding Company Pledgor to) (I) execute and deliver to the MDT such amendments or supplements to the Security Documents as required thereby or such other documents, instruments or agreements required by this Credit Support Annex or the Security Documents to grant to the Secured Party a perfected First Priority security interest in and a Lien on those assets of such New Holding Company Pledgor that constitute or are intended to constitute Holding Company Pledgor Collateral and (II) take all actions to cause such security interest and Lien to be duly perfected as required by Section 3.01(c).

(c) Following the acquisition or formation of any Investment Holding Vehicle, or any other acquisition of additional Equity Interests or other assets that constitute Collateral and that are not automatically secured and perfected pursuant to the Security Documents (including filed UCC financing statements), (x) the applicable Pledgor shall deliver notice to the MDT and (y) within sixty (60) days of such acquisition, the applicable Pledgor shall (I) execute and deliver to the MDT such amendments or supplements to the relevant Security Documents as required thereby or such other documents or agreements required by this Credit Support Annex or the Security Documents to grant to the Secured Party a perfected First Priority security interest in and a Lien on such Equity Interests or other Collateral and (II) take such other actions to cause such security interest and Lien to be duly perfected as required by Section 3.01(c).

(d) Following the joinder of a new Pledgor, or with respect to the acquisition of additional Equity Interests that constitute Collateral and that are not automatically secured and perfected pursuant to the Pledge Agreement or other Security Documents (including filed UCC financing statements), at the reasonable request of the Secured Party, the applicable Pledgor shall deliver a customary opinion of counsel with respect to the new Collateral and the applicable Security Documents covering the execution and delivery of such Security Documents, the corporate and/or trustee authority, as applicable, of the Pledgors to enter into such Security Documents and perform the obligations thereunder and the creation, perfection and enforceability of the relevant security interest with respect to the Collateral.

**ARTICLE IV.
AFFIRMATIVE COVENANTS**

Section 4.01 Reports.

(a) *Quarterly Reports.*

(i) Each Trust Pledgor (a “**Reporting Party**”) shall deliver to the Secured Party within sixty (60) days following the end of each fiscal quarter, quarterly financial reports in the form attached hereto as Exhibit A (each, an “**Exhibit A Report**”) with respect to such Trust Pledgor, which Exhibit A Report shall (A) to the reasonable knowledge of the Asset Manager, specify the amounts held in bank and brokerage accounts located outside the United States, (B) be accompanied by a schedule of any Restricted Payments made by the Trust Pledgor’s Holding Company Pledgors and their Subsidiaries during such period; provided that no such schedule of Restricted Payments shall be required if the Collateral Coverage Ratio reflected in such Exhibit A Report is greater than 1.30:1.00, provided that if such ratio is not met in any subsequent calendar quarter, such schedule shall reflect any Restricted Payments made in the immediately preceding 6-month period (or, if shorter, the period following the close of the last calendar quarter for which such schedule was previously delivered through the last day of the immediately preceding calendar quarter for which the applicable Exhibit A Report is being delivered), and (C) be accompanied by a compliance certificate from the Asset Manager substantially in the form attached hereto as Exhibit B, which will be based on the aggregated Exhibit A Reports provided by the Trust Pledgors for the relevant period; and

(ii) no later than April 30 of each fiscal year, the Pledgors shall have delivered to the Secured Party a certification from an Independent Financial Advisor confirming that, to such advisor’s knowledge and after due investigation, the Values presented in the Exhibit A Reports delivered under Section 3.01(a)(i) for the immediately preceding fiscal quarter ended December 31 fairly represent the Trust Pledgors’ Value as of such date in all material respects.

(b) *Conference Calls.* At the request of the MDT, and subject to confidentiality arrangements reasonably satisfactory to the Pledgors, the Pledgors shall use commercially reasonable efforts to cause one representative from their Independent Financial Advisor and one representative from the Asset Manager to attend a semi-annual telephonic conference call with advisors of the MDT at a reasonable time to be mutually agreed, which conference call shall address matters shown on the Exhibit A Reports; provided that the MDT shall not request more than one conference call in any six (6) month period.

(c) *Pledge Agreement Supplements.* Within thirty (30) days after each calendar year, the Pledgors shall deliver to the Secured Party a supplement to the Pledge Agreement schedules to reflect any changes to the information set forth thereon necessary to ensure the attachment and perfection of First Priority Liens, as required under Section 3.01(d) on assets that constitute or are required to constitute Collateral and a certification that the Secured Party’s liens in the Collateral remain perfected in accordance with the Pledge Agreement as of the date of such certificate, all of which will be in a form substantially similar to the form attached hereto as Exhibit D. Each Pledgor shall only be responsible for supplementing its own information.

(d) *Other Developments.* The Pledgors shall promptly (in any event within thirty (30) days) notify the Secured Party of (i) the formation of, or acquisition or issuance of Equity Interests of, any Holding Company Pledgor or Investment Holding Vehicle, (ii) any change to the entity name, entity type, jurisdiction of organization, tax or organizational ID, or location of the chief executive office or principal place of business of any Pledgor or (iii) the opening of any new or substitute Designated Assets Proceeds

Account, Cash Collateral Account or IAC Account. Each Pledgor shall only be responsible for providing notice of its own information.

(e) *Pre-Settlement Effective Date Reporting.* As a condition precedent to the Settlement Effective Date, the Applicable Payment Group will provide a pre-Settlement Effective Date collateral report in accordance with the terms of, and within the time period set forth in, in Exhibit C hereto.⁸

Section 4.02 Preservation of Existence. Each Pledgor shall, except as permitted under Section 5.06 (including pursuant to a Permitted Trust Restructuring), (a) preserve, renew and maintain in full force and effect its legal existence under the laws of the jurisdiction of its organization; and (b) take all reasonable action to maintain all material rights and privileges (including its good standing, if such concept is applicable in its jurisdiction of organization) necessary or desirable in the normal conduct of its business, in each case to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 4.03 Compliance with Laws. Each Pledgor shall comply with the requirements of all applicable Laws and all material orders, writs, injunctions and decrees of any Governmental Authority applicable to it or its business or property in each case to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 4.04 Books and Records. Each Pledgor shall maintain proper books of record and account in a manner consistent with past practice.

Section 4.05 Reinvestment. The Holding Company Pledgors shall reinvest returns on, and returns of, and any other proceeds of, investments in additional investments made by them and/or their respective Investment Holding Vehicles, and cash proceeds received by the Holding Company Pledgors shall be promptly contributed to their respective Investment Holding Vehicles, or to make payments or to make distributions to the applicable Trust Pledgor in each case, to the extent not prohibited by this Credit Support Annex and the Pledge Agreement.

Section 4.06 Tax Matters and Trust Pledgor Tax Refunds.

(a) Beginning with the tax year in which the Settlement Effective Date occurs, and for each tax year thereafter until (and for so long as) the Full Outstanding Settlement Amount has been reduced to zero, upon each occasion that a Trust Pledgor actually receives a cash tax refund relating to a tax payment made after the Settlement Effective Date (a “**Tax Refund**”), such Trust Pledgor shall determine the aggregate Restricted Payments received by it pursuant to Section 5.01(ii) less any prior contributions of Tax Refunds made pursuant to this paragraph (the “**Section 5.01(ii) Amount**”). If the Section 5.01(ii) Amount is greater than zero, the Trust Pledgor shall, as soon as reasonably practicable after receiving such Tax Refund, contribute cash to its Holding Company Pledgor in an amount equal to the lesser of (x) such Tax Refund then received and (y) the Section 5.01(ii) Amount. For the avoidance of doubt, a Trust Pledgor may elect to apply any tax overpayment to future tax liabilities in lieu of requesting a refund, and any such election shall not give rise to any obligation to make a contribution to the Collateral, but the amount of such credits shall be taken into account in determining the amount of Tax Distributions permitted pursuant to Section 5.01(ii).

⁸ Note to Kramer: Both B-1 Pod and B-2 Pod aim to deliver its Pre-Settlement Effective Date Report by February 28, 2026. Also, B-1 Pod and B-2 Pod reps will provide overview of Permitted Trust Restructurings during call that can be scheduled whenever works.

(b) Each Trust Pledgor shall pay and discharge promptly all Taxes that it reasonably and in good faith determines must be paid before becoming delinquent or in default; provided that such payment and discharge shall not be required with respect to:

(i) Taxes being contested in good faith by appropriate proceedings as long as any such contested Taxes determined to be due shall be paid no later than the earlier of (A) 60 days following the date on which such determination (within the meaning of Section 1313(a) of the IRC for U.S. federal income taxes and by analogy for other Taxes) becomes final and non-appealable and (B) the date on which the relevant taxing authority has the legal right to seize, or force a sale of, the property of the Trust Pledgor or Holding Company Pledgor in full or partial satisfaction of such contested Taxes, provided that the existence of such legal right is known, or reasonably should have been known to, the Trust Pledgor or Holding Company Pledgor, or

(ii) Taxes the non-payment of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(c) Except as would not reasonably be expected to result in a Material Adverse Effect, each Trust Pledgor shall timely (after taking into account any applicable extensions) file all federal, state, foreign and other tax returns and reports that it reasonably and in good faith determines are required to be filed.

Section 4.07 Control Agreements. Within sixty (60) days after the Settlement Effective Date, the Trust Pledgors shall take reasonable steps to provide to the MDT (or its counsel) duly executed copies of the Control Agreement(s) in respect of such Designated Assets Proceeds Accounts. If the MDT determines that the Trust Pledgors are not taking steps reasonably necessary to open such Designated Assets Proceeds Accounts or to provide duly executed copies of Control Agreement(s) in respect of such accounts, the MDT shall provide notice to the applicable Trust Pledgors. If, upon ten (10) Business Days prior written notice, the Trust Pledgors do not take steps reasonably necessary to open such Designated Assets Proceeds Accounts or to provide duly executed copies of Control Agreement(s) in respect of such accounts, the MDT shall be permitted to seek relief in the Bankruptcy Court to compel specific performance.

ARTICLE V. NEGATIVE COVENANTS

Section 5.01 Restricted Payments. The Holding Company Pledgors shall not, directly or indirectly (including through any Investment Holding Vehicle or any Subsidiary thereof) make any Restricted Payments and the Trust Pledgors shall not make any Restricted Payments consisting of withdrawals or transfers from any IAC Accounts in each case, except:

(i) Restricted Payments in an unlimited amount, so long as each of the following conditions is satisfied:

(A) no Enforcement Event or Breach Trigger in respect of a Specified Breach shall have occurred and be continuing with respect to the applicable payor or any Trust Pledgor, Holding Company Pledgor or Subsidiary that is a parent of such payor;

(B) after giving effect to such Restricted Payment on a pro forma basis, the Collateral Coverage Ratio (as defined below) shall not be less than 1.10 to 1.00 (the condition set forth in this clause (B), the “**Distribution Incurrence Test**”); and

(C) the Pledgors are in compliance with the Liquidity Covenant;

(ii) Restricted Payments, as reasonably determined in good faith by the relevant Trust Pledgor (and after taking into consideration all available tax credits, tax deductions and losses), to pay tax obligations (including estimated tax payments) of or on behalf of any Payment Party in the Applicable Payment Group, so long as such Restricted Payments are paid to the appropriate tax authority (“**Tax Distributions**”);

(iii) Restricted Payments to pay management fees to the Asset Manager (and any other similar “family office”) in an aggregate amount in any calendar year not to exceed 1.00% per annum of the Value of the Collateral (excluding the Value of IAC equity interests) as of the start of such calendar year; provided, however, that Restricted Payments to pay management fees to North Bay (or its successors) shall not be subject to such cap so long as (1) North Bay is not operated as a profit center and (2) no Sackler family members receive remuneration from North Bay. It is understood and agreed that if either of the foregoing conditions is not satisfied, then the aggregate management fees payable to North Bay in any calendar year pursuant to this clause (iii) shall not exceed 0.25% per annum of the Value of the Collateral (excluding the Value of IAC equity interests,) as of the start of such calendar year (it being understood and agreed that if the Settlement Effective Date does not fall on the first day of a calendar year, the cap on family office overhead for the year in which the Settlement Effective Date occurs will equal (A) the Target Value multiplied by (B) the annual rate cap prorated for the number of days remaining in that calendar year from and after the Settlement Effective Date. For example, if the Settlement Effective Date is March 31, 2026, the Asset Manager management fee rate for 2026 would be $(275/365) \times 1.00\%$;

(iv) Restricted Payments to pay Payment Obligations and any other prepayment or defeasance of a Settlement Payment Obligation of the Applicable Payment Group or other amounts owed under any Settlement Agreement under the Master Settlement Agreement or the Plan;

(v) In the event a Trust Pledgor is subject to a Qualifying Judgment, Restricted Payments to pay such judgment in an amount such that the Individual Trust Pledgor Collateral Coverage Ratio of that Trust Pledgor is not less than 1.10 to 1.00 after giving effect to such transaction;

(vi) Restricted Payments to pay Litigation Costs of the Applicable Payment Group (A) to the extent such Litigation Costs, when applied against the Available Retained Payment Amount of such Applicable Payment Group (determined immediately prior to giving effect to such Litigation Costs), does not reduce such Available Retained Payment Amount below zero, or (B) if, as of any date of determination, Litigation Costs of the Applicable Payment Group exceed the amount permitted to paid under Section 5.01(vi)(A) as of such date (if any), Restricted Payments may be made to pay Litigation Costs in an aggregate amount not to exceed the aggregate RCR Litigation Cost Advances and SOR Litigation Cost Advances actually received by the Holding Company Pledgors and their wholly owned Subsidiaries from PRA L.P. in respect of the Applicable Payment Group;

(vii) (A) Restricted Payments by an Investment Holding Vehicle to a Holding Company Pledgor and (B) Restricted Payments by a Subsidiary of a Holding Company Pledgor or Investment Holding Vehicle to its equityholders; provided that, to the extent such Subsidiary is not directly or indirectly wholly owned by one or more Holding Company Pledgors or Investment Holding Vehicles, such Restricted Payment shall be made to the equityholders of such Subsidiary either (x) on a pro rata basis or (y) in accordance with the applicable organizational documents, shareholders’ agreement, subscription agreements, or other shareholder documents of such

Subsidiary (to the extent the material terms of such document(s) are consistent with past practice or reasonably customary in the investment industry), so long as such Restricted Payment does not reduce the Adjusted Collateral Value after giving effect to such Restricted Payment;

(viii) Other Restricted Payments in an aggregate amount not to exceed \$100,000,000 by the Applicable Payment Group; provided that (A) the aggregate amount of Restricted Payments made pursuant to this clause (viii) in the first 12-month period following the Settlement Effective Date shall not exceed \$50,000,000 and (B) no Enforcement Event or Breach Trigger in respect of a Specified Breach by the applicable Trust Pledgor or the Applicable Payment Group shall have occurred and be continuing.

In addition, it is understood and agreed that:

(A) (1) Unless an Enforcement Event or Breach Trigger in respect of a Specified Breach shall have occurred and be continuing with respect to the applicable Trust Pledgor, as set forth in sub-clause (A)(2) below, or the Applicable Payment Group, as set forth in clause (A)(3) below, assets in a Designated Assets Proceeds Account may be withdrawn by the applicable Trust Pledgor at any time.

(2) Upon the occurrence and during the continuance of an Enforcement Event or Breach Trigger in respect of a Specified Breach with respect to a Trust Pledgor, such Trust Pledgor shall not be permitted to withdraw assets from its Designated Asset Proceeds Accounts.

(3) Upon the occurrence and during the continuance of an Enforcement Event or Breach Trigger in respect of a Specified Breach with respect to the Applicable Payment Group, no Trust Pledgor shall be permitted to withdraw assets from a Designated Asset Proceeds Account.

(B) Cash in an IAC Account attributable to the Applicable Payment Group shall be deemed held by a Holding Company Pledgor for purposes of this Credit Support Annex. Any withdrawal from such an IAC Account shall be treated as a "Permitted Withdrawal" for purposes of the Master Settlement Agreement to the extent it either (i) does not constitute a Restricted Payment or (ii) constitutes a Restricted Payment made in compliance with the Restricted Payment covenant in this Credit Support Annex, in each case, assuming for the purposes hereof that such withdrawal is being made by a Holding Company Pledgor. However, if an IAC Payment Party is not a Trust Pledgor or a Subsidiary of a Trust Pledgor, such IAC Payment Party may make "Permitted Withdrawals" from its IAC Account only in the following circumstances:

(1) to pay Payment Obligations;

(2) to make payments permitted under Section 3.06 of the Master Settlement Agreement (including transfers to another IAC Account);

(3) to make payments to a Holding Company Pledgor or an Investment Holding Vehicle, along with any other entity whose equity interests are 100% pledged (directly or indirectly) to the Secured Party; and

(4) for any other purpose if the Collateral Coverage Ratio is at least 1.10 to 1.00 on a pro forma basis after giving effect to such transactions; provided, however, that

if the IAC Payment Party is an entity ultimately owned by persons who are not members of the Jonathan Sackler family (including Trust Pledgors and any other trusts established for the benefit of Jonathan Sackler's spouse and/or descendants), then any Permitted Withdrawal under this clause (4) may only be made and distributed to the owners who are part of the Jonathan Sackler family group, pro rata in proportion to their respective ownership interests in the IAC Payment Party (e.g., if the IAC Payment Party is 50% owned by Trust Pledgors, then only 50% of its IAC Account balance may be withdrawn and transferred to those Trust Pledgors pursuant to this clause (4)).

In addition, it is understood and agreed that transactions permitted under this Section 5.01 may also be effected by way of a loan to the applicable Trust Pledgor or other Person.

Section 5.02 Related Party Transactions. Each Holding Company Pledgor shall not, and shall not permit its Investment Holding Vehicles or any of their other direct or indirect Subsidiaries to, enter into any transaction with any Related Party (each a **"Related Party Transaction"**) unless such transactions are on terms no less favorable to the Holding Company Pledgor or Investment Holding Vehicle (or Subsidiary) than would reasonably have been obtained in a comparable, arm's length transaction with a Person who is not a Related Party; provided that, for any Related Party Transaction or series of related Related Party Transactions with an aggregate value in excess of \$50,000,000, the relevant Pledgors shall deliver to the Secured Party a written opinion, in form reasonably acceptable to the Secured Party, by any Independent Financial Advisor stating that such transaction or series of related transactions complies with this Section 5.02.

The foregoing restrictions in this Section shall not apply to the following:

(i) (A) any beneficiaries or other Related Party shall be permitted to use residential real estate, art and collectibles and other tangible personal property (but, for the avoidance of doubt, excluding cash, cash equivalents, securities and other financial assets), in the ordinary course, to the extent such use does not result in a Material Adverse Effect and the primary purpose of which is not to circumvent the provisions of this Credit Support Annex, (B) retaining family offices, including the Asset Manager and North Bay, for services, and (C) sharing professional expenses by the Trust Pledgors and Holding Company Pledgors with other Shareholder Released Parties (including by transferring funds to one or more Payment Parties who are designated payors of such expenses under the Master Settlement Agreement);

(ii) (A) the hiring and retention of "family offices" for investment management and related (e.g., book keeping, tax preparation) services and the payment, subject to Section 5.01(iii), of management fees and budgeted expenses, (B) Kokino's (or any successor or replacement family office) management of the assets and investment activities of the Trust Pledgors and the Holding Company Pledgors (e.g., Kokino may move assets within the Holding Company Pledgors structure and make investment decisions in its discretion), and (C) in the case of the foregoing, activities incidental thereto (e.g., setting the budget for Kokino), other than activities that have an adverse impact on the Secured Party's security interest in the Collateral;

(iii) (A) Contributions from any Designated Asset Proceeds Account to a Holding Company Pledgor or an Investment Holding Vehicle and (B) transactions between and among any IAC Account, Holding Company Pledgor, Investment Holding Vehicle, and any of their respective Subsidiaries (as applicable), in each case of (A) and (B), solely to the extent among Persons that are within the Applicable Payment Group. For clarity, this includes (i) transfers directly between any Holding Company Pledgor and any Investment Holding Vehicle and (ii) transfers from any Subsidiary of a Holding Company Pledgor or Investment Holding Vehicle to its parent entity;

(iv) transactions required or expressly permitted by the Master Settlement Agreement (including any Settlement) to be entered into with a Related Party, including (A) transfers of Sale Proceeds and IAC Distributions to IAC Accounts, (B) Permitted Withdrawals from IAC Accounts and (C) transactions the purpose of which is to facilitate the transfer of assets to make payments under the Master Settlement Agreement and the remittance of cash and “funds flow” to effect the same (e.g., pursuant to [Sections 2.01(k) and 2.02(d)] of the Master Settlement Agreement), so long as, in each case, the intent, purpose and primary effect of such transaction shall not be to circumvent the provisions of this Credit Support Annex;

(v) unsecured loans using the Applicable Federal Rate as the interest rate, along with extensions of such loans;

(vi) transactions permitted under Section 5.01;

(vii) the appointment of bona fide third party professionals as trustees and the retention of such professionals respective firms; provided that the payment of professional fees to such professionals from the Collateral shall be otherwise permitted under this Credit Support Annex;

(viii) transactions certified as arm’s length in an opinion by an Independent Financial Advisor; provided that, in the case of any Related Party Transaction or series of related Related Party Transactions with an aggregate value in excess of \$50,000,000 such opinion shall be in form reasonably satisfactory to the Secured Party;

(ix) transactions that are required by the Security Documents;

(x) indemnification arrangements that are consistent with past practice, entered into by the Pledgors or any of Investment Holding Vehicle with the former, current and future trustees, managers, officers, employees, agents, and consultants and professional advisors of any Pledgor, any Investment Holding Vehicle, any family office (e.g., Kokino and North Bay), the Sackler Parties’ Representative, and any other entity owned in whole or in part by any member of the Applicable Payment Group;

(xi) the repayment (including prepayment) and extension of loans made prior to the Settlement Effective Date;

(xii) the Asset Management Agreements (and transactions arising pursuant to the terms thereof) as in effect on the Settlement Effective Date, and as may be amended, modified, supplemented or replaced thereafter; provided that any such amendment, modification, supplement or replacement, taken as a whole, is not materially less favorable to the Secured Party;

(xiii) each Holding Company Pledgor, Investment Holding Vehicle and any Subsidiary thereof may form and capitalize (i.e., contribute capital from time to time) one or more investment vehicles with a Related Party, and may make transfers to, and receive transfers from, any such investment vehicle, Holding Company Pledgor, Investment Holding Vehicle, Subsidiary or Related Party, in each case, in a manner consistent with past practice or standard practice for the investment industry, so long as (A) such investment vehicle(s) ultimately makes similar investments in persons other than Related Parties consistent with the investment criteria of the Asset Manager, (B) any Disposition of the equity interests of such investment vehicle is for reasonably equivalent value, and (C) any capitalization of such investment vehicle, or distribution by such investment vehicle, is made either (x) on a pro rata basis on account of the equityholders’ respective interests in such investment vehicle, or (y) in accordance with the applicable

organizational documents, shareholders' agreement, subscription agreements, or other shareholder documents of such investment vehicle (to the extent the material terms of such document(s) are consistent with past practice or reasonably customary in the investment industry), so long as (1) in the case of capitalization or contributions, such capitalization or contribution does not reduce the Value of the Collateral after giving effect to such transaction, and (ii) in the case of distributions, such distribution does not reduce the Adjusted Collateral Value after giving effect to such transaction; and

(xiv) transfers of funds by a Holding Company Pledgor or Investment Holding Vehicle to PRA L.P. (or any direct or indirect owner of PRA L.P., which owner shall promptly contribute the funds to PRA L.P., if such owner is a direct owner of PRA L.P., or, if such owner is an indirect owner of PRA L.P., to such owner's Subsidiaries until such funds are received by PRA L.P.) or any Trust Pledgor which funds are applied to pay Payment Obligations or third-party legal, settlement, professional and related costs and expenses incurred by (x) PRA L.P. or (y) any Trust Pledgor or any one or more beneficiaries of any Trust Pledgor, in each case, in respect of any settlement or litigation whether such fees and related expenses were incurred prior to, on or after the Settlement Effective Date (but not, for the avoidance of doubt, the costs of any judgment against any such party) and which payments would otherwise be permitted to be made by such Holding Company Pledgor or Investment Holding Vehicle hereunder.

For the avoidance of doubt, to the extent a transaction subject to this Section 5.02 constitutes a Restricted Payment or is otherwise restricted by this Article V, such transaction shall also be subject to the applicable limitations on Restricted Payments or as otherwise set forth in this Article V.

Section 5.03 Indebtedness. The Holding Company Pledgors and their Subsidiaries shall not, and shall not permit any direct or indirect Subsidiary or Investment Holding Vehicle to, incur or guaranty Indebtedness for Borrowed Money, except:

(a) Indebtedness for Borrowed Money to finance payments under any Settlement Agreement under the Master Settlement Agreement; provided that (A) as of any date of determination, the aggregate principal amount of Indebtedness for Borrowed Money incurred under this clause (a) at any time outstanding shall not exceed the amount of the Applicable Payment Group's next scheduled Settlement Payment Obligation, (B) Indebtedness for Borrowed Money incurred under this clause (a) shall have a maturity date less than 12 months from the applicable borrowing date, and (C) the net proceeds of such Indebtedness for Borrowed Money are promptly applied to fund such payments;

(b) Indebtedness for Borrowed Money incurred for the purpose of financing investments that are incurred in the ordinary course of business and consistent with past practices or standard practices for the investment management and/or financial services industries; provided that such investment is acquired either by:

(i) a Holding Company Pledgor, an Investment Holding Vehicle, any of their respective Subsidiaries, any other entity in which any Holding Company Pledgor, an Investment Holding Vehicle or any of their respective Subsidiaries owns any equity interests, or any combination of the foregoing, or

(ii) any other Person so long as, solely in the case of this clause (ii), the payment for such investment with proceeds of such Indebtedness for Borrowed Money shall be deemed a Restricted Payment, and such Indebtedness for Borrowed Money shall be permitted only if such Restricted Payment is made in compliance with Section 5.01;

it being understood and agreed that the foregoing proviso to Section 5.03(b) shall in no event restrict any subsequent transfer of such investment to any other person, so long as (x) if such transfer is to person that would result in a Restricted Payment, such Restricted Payment shall be permitted under Section 5.01, and (y) if such transfer is to Related Party, such Related Party transaction shall be permitted under Section 5.02;

(c) Indebtedness for Borrowed Money that constitutes purchase money indebtedness incurred in connection with the acquisition of assets (including real estate), so long as (x) any Liens securing such Indebtedness for Borrowed Money are limited solely to the assets being acquired, (y) such assets being acquired are acquired and remain owned by the Holding Company Pledgor or Subsidiary incurring such purchase money indebtedness and (z) such assets are acquired within ninety (90) days of the incurrence of such indebtedness, and any extensions, refinancings, renewals and replacements thereof, so long as such extension, refinancing, renewal or replacement does not exceed in a principal amount the Indebtedness for Borrowed Money being renewed, extended, replaced or refinanced plus accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement;

(d) Indebtedness for Borrowed Money (i) pursuant to tenders, statutory obligations, bids, leases, governmental contracts, trade contracts, surety, stay, customs, appeal, performance and/or return of money bonds or other similar obligations incurred in the ordinary course of business, consistent with past practice or consistent with the investment management and/or financial services industries and (ii) in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments to support any of the foregoing items;

(e) (i) Indebtedness for Borrowed Money incurred in the ordinary course of business, consistent with past practice or consistent with the investment management and/or financial services industries in respect of obligations of the Holding Company Pledgors and their Subsidiaries to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services, in each case, for the benefit of the applicable Pledgor and its Subsidiaries and (ii) Indebtedness for Borrowed Money in respect of letters of credit, bankers' acceptances, bank guaranties, surety bonds, performance bonds or similar instruments with respect to such Indebtedness for Borrowed Money entered into in the ordinary course of business, consistent with past practice or consistent with the investment management and/or financial services industries;

(f) Indebtedness for Borrowed Money existing, or pursuant to commitments existing, on the Settlement Effective Date and any extensions, refinancings, renewals and replacements thereof, so long as such extension, refinancing, renewal or replacement does not exceed in a principal amount the Indebtedness for Borrowed Money being renewed, extended, replaced or refinanced plus accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement;

(g) Indebtedness for Borrowed Money consisting of the financing of insurance premiums;

(h) Indebtedness for Borrowed Money representing deferred compensation to current or former directors, trustees, beneficiaries, officers, employees, members of management, managers, members, partners, independent contractors and consultants in the ordinary course of business, consistent with past practice or consistent with the investment management and/or financial services industries; and

(i) Indebtedness for Borrowed Money in an aggregate principal amount not to exceed \$5,000,000 at any time outstanding with respect to the Applicable Payment Group.

Section 5.04 Liens. The Holding Company Pledgors and their Subsidiaries shall not, and shall not permit any direct or indirect Subsidiary or Investment Holding Vehicle to, incur, create, assume or grant or (in the case of any consolidations, mergers or divisions otherwise permitted hereunder) cause or suffer to exist, any Lien on any of its property or assets, except:

- (i) Liens created by the Security Documents;
- (ii) Permitted Encumbrances;
- (iii) Liens on assets and property of the Holding Company Pledgors and their Subsidiaries (other than Equity Interests in a Holding Company Pledgor or Investment Holding Vehicle, the IAC Pledged Shares, or any Cash Collateral Account, IAC Account or Designated Assets Proceeds Account) securing Indebtedness for Borrowed Money permitted under Sections 5.03(a) and (b);
- (iv) Liens on assets and property of the Holding Company Pledgors and their Subsidiaries (other than Equity Interests in a Holding Company Pledgor or Investment Holding Vehicle, the IAC Pledged Shares, or any Cash Collateral Account, IAC Account or Designated Assets Proceeds Account) securing Indebtedness for Borrowed Money permitted under Section 5.03(c); provided that such Liens are solely on (a) the assets or property so acquired with the proceeds of such Indebtedness for Borrowed Money and any permitted extensions, refinancings, renewals and replacements thereof, (b) any after-acquired property that is affixed or incorporated into the assets covered by such Lien and (c) proceeds and products thereof, accessions, replacements or additions thereto or replacements thereon (it being understood that individual financings of the type permitted by Section 5.03(c) provided by any lender may be cross-collateralized to other financings of the type provided by such lender or its affiliates); and
- (v) Liens (other than Equity Interests in a Holding Company Pledgor or Investment Holding Vehicle, the IAC Pledged Shares, or any Cash Collateral Account, IAC Account or Designated Assets Proceeds Account) securing obligations or Indebtedness for Borrowed Money permitted hereunder in an aggregate principal amount not to exceed \$5,000,000 at any time outstanding with respect to the Applicable Payment Group.

Section 5.05 Passive Holding Company Activity. The Holding Company Pledgors shall not engage in any material operating or business activities; provided that the following and any activities incidental thereto shall be permitted in any event:

- (a) ownership of the Equity Interests in Investment Holding Vehicles and the receipt and payment of Restricted Payments and other amounts in respect of Equity Interests and making contributions to the capital of the Investment Holding Vehicles;
- (b) the maintenance of its legal existence and privilege of doing business (including the ability to incur and pay, as applicable, fees, costs and expenses and taxes relating to such maintenance and the payment of any tax distributions pursuant to Section 5.01);
- (c) the performance of its Obligations with respect to the Master Settlement Agreement and the Security Documents and, in each case, any related documents and agreements;
- (d) if applicable, participating in Tax, accounting and other administrative matters, including as a member of any consolidated, combined, unitary or similar tax group and the provision of

administrative and advisory services (including treasury and insurance services) to its Subsidiaries of a type customarily provided by a holding company to its Subsidiaries;

- (e) holding cash or cash equivalents;
- (f) providing indemnification to its officers and directors (or other equivalent Persons), and
- (g) any transaction expressly permitted to be entered into by such Holding Company Pledgor under this Credit Support Annex, the Master Settlement Agreement and any Settlement Agreement.

Section 5.06 Fundamental Changes. The Pledgors shall not consolidate, merge, divide, dissolve or liquidate unless (i) either (A) the applicable Pledgor is the surviving entity or (B) the resulting, surviving or transferee Person is a “domestic trust” for U.S. Federal tax purposes or a Person (solely in the case of a Holding Company Pledgor) organized or existing under the laws of the United States that assumes the Obligations of the applicable Pledgor under the Security Documents pursuant to Section 2.05 (and, if applicable, the Obligations of the Pledgor under the Master Settlement Agreement), (ii) such consolidation, merger, division, dissolution or liquidation, after giving effect to clause (i) above, shall not have a material adverse impact on the value of, and the Secured Party’s interest in, and/or the rights and remedies of the Secured Party with respect to the Collateral (after giving effect to any liabilities with respect thereto), (iii) the Secured Party’s security interest in the Collateral shall remain perfected (without change in or loss of priority) and (iv) in the case of clause (i)(B) above, if reasonably requested by the Secured Party, the applicable Trust Pledgor or Holding Company Pledgor shall deliver to the Secured Party an opinion of counsel, regarding the enforceability and perfection of the relevant security interest with respect to the Collateral and such other matters consistent with Section 2.05(d).

Notwithstanding the foregoing,

(A) any Trust Pledgor may undergo a division or similar reorganization into one or more other continuing trusts in accordance with the terms of its governing instrument (which for the avoidance of doubt, does not include giving effect to the exercise of a power of appointment, which shall for purposes of the Definitive Documents be treated in the same manner as a distribution to be made upon a termination of a trust) to the extent (i) the resulting trust(s) deliver a Trust Certification to the MDT and take any and all steps that are necessary to maintain the perfection of the Secured Party’s Lien on the Collateral (without change in priority), (ii) Exhibit K of the Master Settlement Agreement is updated as may be needed to include the Assuring Parties with respect to the resulting trust(s) (to the extent not already listed) and (iii) each Assuring Party who is a Power Holder with respect to the resulting trust(s) has delivered a Further Assurances Undertaking to MDT to the extent they have not already provided such Further Assurances Undertaking; provided that, for the avoidance of doubt, clauses (i) through (iii) of this sentence shall not apply to appointments or distributions from one trust to another that are otherwise permitted hereunder or under the Master Settlement Agreement; and

(B) a Permitted Trust Restructuring may be consummated so long as the Permitted Trust Restructuring Conditions shall have been satisfied in connection therewith.

Section 5.07 Listed Transactions. Each Trust Pledgor shall not (and shall not cause or permit any Holding Company Pledgor owned by it to) be a party to any transaction that it knew, or reasonably should have known, is a Listed Transaction as of the time it entered into the transaction (or, if earlier, the time it entered into a binding commitment to enter into the transaction, provided that, for purposes of this covenant, (i) the Plan and Master Settlement Agreement and the payments and transactions contemplated thereby shall not be taken into account and (ii) no Trust Pledgor shall be treated as a party to a Listed Transaction that is entered into by any collective investment vehicle or other entity if (A) such entity is

managed by a professional investment advisor that is unaffiliated with the Trust Pledgor (or any of its Related Parties); provided that, for purposes of this subclause (A), the Asset Manager and any other Sackler “family office” shall not be considered unaffiliated with the Trust Pledgor; and (B) the Trust Pledgor (together with any of its Related Parties) does not have dominion and control over the entity’s investment decisions.

Section 5.08 Amendments or Waivers of Organizational Documents. The Trust Pledgors, Holding Company Pledgors and Investment Holding Vehicles shall not make or permit any amendment, restatement, supplement or other modification to, or waiver of, any such Person’s organizational documents (including trust documentation) after the Settlement Effective Date, in each case, to the extent the same (a) would materially adversely affect the perfection or priority of the Secured Parties’ Lien on the Collateral, (b) adds to the beneficiaries of a Trust Pledgor other than by adding a charity, former beneficiary, the spouse of a current or former beneficiary or by reason of the exercise of a power of appointment by a Person other than the trustee of such Trust Pledgor acting in such Person’s capacity as trustee (and not in their own individual or personal capacity), or (c) would reasonably be expected to be otherwise materially adverse to the interests of the MDT (or any other Secured Party) or the ability of the Payment Parties under the Master Settlement Agreement relating the Applicable Payment Group, taken as a whole, to perform their Obligations and otherwise pay the Full Outstanding Settlement Amount under the Master Settlement Agreement, other than as permitted under the Master Settlement Agreement, without obtaining the prior consent of MDT to such amendment, restatement, supplement or other modification or waiver (such consent not to be unreasonably withheld or delayed) or thereafter taking such steps as are necessary to maintain the perfection and priority of the Secured Party’s Lien on the Collateral; provided that, for purposes of clarity, it is understood and agreed that the Trust Pledgors and the Holding Company Pledgors may effect a change to its organizational form and/or consummate any other transaction that is not prohibited under this Credit Support Annex.

Section 5.09 Restrictive Agreements. The Pledgors shall not, nor permit their respective Subsidiaries to, enter into any transaction or series of related transactions that would restrict or impair in any material respect the ability of the Pledgors to sell, Dispose of or otherwise liquidate all or substantially all of the assets and properties of such Pledgor or Subsidiary, except:

- (a) as required under the Master Settlement Agreement and the Security Documents;
- (b) transfer restrictions contained in documentation governing individual investments which have been entered into in the ordinary course of business or pursuant to standard industry practices;
- (c) restrictions with respect to the assets and properties of the Trust Pledgor in effect on the Settlement Effective Date (and any replacements thereof);
- (d) customary provisions restricting assignments contained in agreements entered into in the ordinary course of business or pursuant to standard industry practices so long as such restrictions relate to such agreement which do not restrict the sale, Disposition or liquidation of all or substantially all of the assets and properties of such Pledgors; and
- (e) restrictions in agreements governing Indebtedness for Borrowed Money permitted under Section 5.03 and Section 5.04; provided that such restrictions do not materially interfere with or otherwise prohibit (i) such Trust Pledgor from performing and satisfying its Obligations under the Master Settlement Agreement or (ii) such Holding Company Pledgor or Investment Vehicle from performing and satisfying the Obligations under this Credit Support Annex.

Section 5.10 Change in Trustees. Each Trust Pledgor shall not permit or otherwise recognize the appointment of (including by granting control over any trust asset to) any additional or replacement trustee of such Trust Pledgor, unless and until such additional or replacement trustee (A) becomes a party to the Master Settlement Agreement, the Pledge Agreement, and any other applicable Security Documents in its capacity as such trustee of the applicable Trust Pledgor, (B) the trustees of such Trust Pledgor deliver an updated Trust Certification and (C) takes any and all steps that are necessary to maintain the perfection and priority of the Secured Party's lien on the Collateral.

Section 5.11 Asset Composition. Each Holding Company Pledgor shall use commercially reasonable efforts to ensure that, in the aggregate across all Holding Company Pledgors and their Investment Holding Vehicles, at least twenty percent (20%) of the Full Outstanding Settlement Amount at any given time is held in the form of cash, cash equivalents, marketable securities and/or hedge funds (the "**Liquidity Covenant**"), based on all information known at such time and, in the case, of hedge funds limiting such qualifying investments to those investments whose governing documents provide for quarterly (or more frequent) liquidity. Notwithstanding anything to the contrary herein, there shall be no other limitations on the composition of the Applicable Payment Group's assets.

Section 5.12 Cash Collateral Accounts.

(a) Any Holding Company Pledgor may establish and fund a cash collateral account (a "**Cash Collateral Account**") with a commercial bank or other financial institution in the United States (it being understood that any U.S. financial institution that is not a U.S. commercial bank shall be reasonably satisfactory to the MDT) after the Settlement Effective Date in its sole discretion; provided that (i) after such account is designated by such Holding Company Pledgor as a "Cash Collateral Account" for purposes of this Credit Support Annex, such Cash Collateral Account shall at all times be subject to a Control Agreement in favor of the Secured Party, (ii) no assets shall be maintained in a Cash Collateral Account other than cash or cash equivalents, (iii) such Cash Collateral Account shall be held by a Holding Company Pledgor and granted as Collateral in favor of the Secured Party to secure the Applicable Payment Group's Obligations under the Master Settlement Agreement pursuant to the Security Documents, and (iv) no withdrawals, payments or transfers of any assets maintained in a Cash Collateral Account shall be permitted except to the extent set forth below.

(b) Prior to a Partial Release Date, the Cash Collateral Accounts shall be like any other account of a Holding Company Pledgor for purposes of this Credit Support Annex (except with respect to the requirement to maintain such account subject to a Control Agreement).

(c) Following a Partial Release Date, then, notwithstanding anything to the contrary in this Credit Support Annex:

(i) All Liens on Collateral (other than the Cash Collateral Accounts, which will remain subject to the terms hereof) shall terminate, and funds may be withdrawn from the Collateral that does not constitute Cash Collateral Accounts (including IAC Accounts as "Permitted Withdrawals") without restriction at the relevant Payment Party's discretion, in each case subject to this Section 5.12;

(ii) All affirmative covenants and negative covenants under this Credit Support Annex shall terminate, except (A) obligations to maintain the Cash Collateral Accounts (which will remain subject to the terms hereof), (B) reporting obligations consistent with Section 4.01 (which shall apply only to the Cash Collateral Accounts following a Partial Release Date and prior to the occurrence of a Reinstatement Date) and (C) restrictions on transfers from the Cash Collateral Accounts set forth in this Section 5.12; and

(iii) Each Holding Company Pledgor holding a Cash Collateral Account shall not transfer (or direct the transfer of) any assets from its Cash Collateral Account, or make any withdrawals, payments or other transfers of any assets or amounts held therein or credited thereto (or direct any such transfers), except:

(a) to make investments in cash equivalents that are held in such Cash Collateral Account;

(b) to pay account bank fees and other reasonable and customary expenses of maintaining such Cash Collateral Account;

(c) to pay taxes on income from and gains on investments held in such Cash Collateral Account;

(d) to pay Payment Obligations and any other prepayment or defeasance of a Settlement Payment Obligation of the Applicable Payment Group or other amounts owed under any Settlement Agreement under the Master Settlement Agreement; or

(e) for any other purpose, but only to the extent the aggregate Value of the Cash Collateral Accounts after giving effect to such withdrawal, payment or transfer will not be less than the Full Outstanding Settlement Amount at such time.

(d) If, at any time after a Partial Release Date, the aggregate Value of the Cash Collateral Accounts attributable to the Applicable Payment Group falls below the Full Outstanding Settlement Amount (a “**Reinstatement Date**”), all terms, conditions, covenants and restrictions of this Credit Support Annex will automatically reapply and remain in effect. However, if another Partial Release Date subsequently occurs, the above provisions will again apply until another Reinstatement Date occurs thereafter.

ARTICLE VI. ADDITIONAL CONDITIONS PRECEDENT

Section 6.01 In addition to the conditions set forth in Section 10.01 of the Master Settlement Agreement, the occurrence of the Settlement Effective Date shall be subject to the satisfaction or waiver by the MDT with the consent of the Ad Hoc Committee and the Creditors’ Committee (which consent shall not be unreasonably withheld or delayed) of the following conditions:

(a) The MDT (or its counsel) shall have received duly executed copies of the Pledge Agreement and the Control Agreement(s) in respect of the Designated Assets Proceeds Account; provided that if a Control Agreement for any Designated Asset Proceed Account cannot be obtained prior to the Settlement Effective Date after using commercially reasonable efforts to do so, such Control Agreement shall be delivered within 60 days after the Settlement Effective Date (as such time period may be extended by the MDT in its reasonable discretion);

(b) The MDT (or its counsel) shall have received a UCC-1 financing statement in a form prepared for filing in the jurisdiction of organization of each Pledgor and otherwise in form and substance reasonably satisfactory to the MDT (or its counsel);

(c) All Equity Interests of the Holding Company Pledgors and the Investment Holding Vehicles shall have been pledged pursuant to the Security Documents and/or the provisions hereof and the MDT (or its counsel) shall have received all (i) certificates or instruments, if any, representing such

Equity Interests pledged under the Security Documents, accompanied stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank and (ii) uncertificated securities control agreements, substantially in the form exhibited to the Pledge Agreement, with respect to any uncertificated securities of the Holding Company Pledgors and/or the Investment Holding Vehicles; and

(d) The Pledgors shall have delivered to the MDT (or its counsel) no later than [five (5)]⁹ Business Days before the target Settlement Effective Date a valuation showing that the Target Value has been met in compliance with Section 3.01(b)(ii).

(i) The Secured Party shall provide the Asset Manager with not less than sixty (60) days advance written notice of the target Settlement Effective Date. Based on that notice, such valuation shall:

(1) be presented as of a recent date chosen by the Asset Manager within the windows described below (the “**Valuation Date**”):

(aa) if the target Settlement Effective Date occurs before the 15th day of any given month, then the Valuation Date shall be the last day of the month that immediately precedes the date that is 90 days prior to the target Settlement Effective Date or a more recent date, if such information has been received from third parties. For example, if the target Settlement Effective Date is March 3, 2026, then the Valuation Date shall be November 30, 2025 or a more recent date.

(bb) if the target Settlement Effective Date occurs on or after 15th day of any given month, then the Valuation Date shall be not more than 90 days prior to the target Settlement Effective Date or a more recent date, if such information has been received from third parties. For example, if the target Settlement Effective Date is March 21, 2026, then the Valuation Date shall be December 22, 2025, or a more recent date (e.g., December 31, 2025); and

(2) be certified by an Independent Financial Advisor.

(ii) If the Secured Party postpones the target Settlement Effective Date, it shall provide the Asset Manager with no less than thirty (30) days’ prior written notice of the revised target Settlement Effective Date, which shall supersede the previously designated target Settlement Effective Date. Any previously delivered certified valuation shall remain valid; provided that, if as a result of such postponement the Valuation Date would fall outside the permitted 90-day window described above by more than thirty (30) days, the Pledgors shall deliver an updated valuation certified by an Independent Financial Advisor in accordance with this Section 6.01(d).

(iii) In addition, on the actual Settlement Effective Date, the Pledgors (or, based on their information, the Asset Manager) shall certify to the Secured Party that no assets have been

⁹ To be confirmed with Huron as to practicality, but to help manage closing our understanding is that you would not want the certified valuation delivered to MDT on the Settlement Effective Date.

transferred from the Collateral since the Valuation Date (other than in the ordinary course) that would reasonably be expected to reduce the Value of the Collateral below the Target Value.

(iv) The Target Value shall reflect the most recent Value of each asset and liability recorded in the Pledgor's books and records as of the Valuation Date, which such books and records shall reflect the most recently available information from third party sources. However, with respect to cash, cash equivalents and marketable securities, the Target Value shall reflect the most current Values reasonably required by the Independent Financial Advisor to complete its certification in a timely manner in advance of the Settlement Effective Date. No Pledgor shall be required to engage third parties to obtain new valuations not already reflected in its records.

Section 6.02 Notwithstanding anything herein or in the Master Settlement Agreement or any Pledge Agreement to the contrary, if the MDT waives any of the conditions specified in this Section 6.01 without the consent of the Pledgors, then in no event may the MDT or any other Secured Party subsequently claim or assert that a Breach has occurred due to the failure of the Pledgors or any other member of the Applicable Payment Group to satisfy any of the conditions specified in this Section 6.01 or any matter related thereto.

ARTICLE VII. ENFORCEMENT EVENT; REMEDIES

Section 7.01 Occurrence of an Enforcement Event; Priority of Payments. Upon the occurrence and during the continuance of an Enforcement Event with respect to any Trust Pledgor or the Applicable Payment Group, the Secured Party shall have the right to exercise all rights and remedies against the Collateral of the applicable Trust Pledgor or the Applicable Payment Group, as applicable, as provided in this Credit Support Annex and the Security Documents, including all rights and remedies available under the UCC (and any similar local laws applicable to the relevant party). If the Enforcement Event relates to a Trust Pledgor (including an Enforcement Event relating to the Applicable Payment Group), the Secured Party shall have the right to foreclose upon the Collateral of such Trust Pledgor, to direct the liquidation of any Holding Company Pledgors and Investment Holding Vehicles or other respective direct or indirect Subsidiaries (provided that the Secured Party's rights to liquidate any assets or property of, or interests in, non-wholly owned entities shall be subject to any applicable transfer restrictions imposed by law or contract) owned by such Trust Pledgor, and to exercise exclusive control over the Designated Asset Proceeds Accounts and IAC Accounts of such Trust Pledgor.

The Secured Party shall apply the proceeds of any such enforcement in the manner set forth in Section 9.02(d) (Priorities) of the Master Settlement Agreement, and shall remit any remaining proceeds to the applicable party (in the case of Trust Pledgors, to the relevant Pledgor(s); and in the case of Non-ICSP Payment Parties, to such Non-ICSP Payment Party). For the avoidance of doubt, (i) the Secured Party shall have no rights to enforce remedies under any account control agreement (including, without limitation, any right to submit a notice of exclusive control (or equivalent notice) thereunder) unless and until an Enforcement Event has occurred and is continuing and (ii) the Secured Party shall have no claim to, or rights in, any Equity Interests (or related assets) in a non-wholly owned Subsidiary that are held by the minority investor(s) therein, to the extent such minority investors are not members of the Applicable Payment Group.

Section 7.02 Breaches.

(a) If any Trust Pledgor or any Holding Company Pledgor owned by such Trust Pledgor fails to comply with any of the following provisions of this Credit Support Annex and the Secured Party provides notice to the Sackler Parties' Representative pursuant to Section 11.01 of the Master Settlement

Agreement, such failure shall constitute a Breach Trigger with respect to the Persons in Breach described below, and if the Breach Trigger continues for thirty (30) days or more, it shall be deemed a Specified Breach with respect to the Persons in Breach to the extent set forth below (provided that, if the Pledgors have taken steps during such period to cure such Breach Trigger and are diligently prosecuting such cure, the Persons in Breach shall have an additional thirty (30) days to cure (to the extent capable of being cured during such period) before a Specified Breach shall be deemed to have occurred):

(i) Any Breach caused by an action or omission within a Trust Pledgor's (or a Subsidiary of such Trust Pledgor's) control (and not, for the avoidance of doubt, any Breach as the result of an action or failure to act on the part of the Secured Party) that materially adversely affects the perfection or priority of the Secured Parties' Lien on a material portion of the Collateral of (i) such Trust Pledgor and (ii) each Trust Pledgor that is an Affiliate of such Trust Pledgor, when taken as whole, shall be a Specified Breach of such Trust Pledgor, its Holding Company Pledgors, each Trust Pledgor that is an Affiliate of such Trust Pledgor and such affiliated Trust Pledgors' Holding Company Pledgors (it being understood that an "Affiliate" of a Trust Pledgor for purposes of this Section 7.02(a)(i) and Article VIII means (A) any revocable trust having the same grantor as such Trust Pledgor, (B) any trust of which a majority of the Power Holders also comprise a majority of the Power Holders of such Trust Pledgor, or (C) any trust for which all of the trustees are the same as those of such Trust Pledgor, in each case provided that a Crossover Member shall not be an Affiliate of a non-Crossover Member);

(ii) Any Breach of Section 5.01 shall be a Specified Breach of the Applicable Payment Group if the Collateral Coverage Ratio of the Applicable Payment Group is less than 1.10 to 1.00 (after giving pro forma effect to the applicable Restricted Payment giving rise to such Breach Trigger (or if such Collateral Coverage Ratio is less than 1.10 to 1.00 at the time of such Breach Trigger)); and

(iii) Following a Partial Release Date and prior to a Reinstatement Date, any Breach of the Cash Collateral Accounts covenant set forth in Section 5.12(c)(iii) shall be a Specified Breach of the Applicable Payment Group.

(b) Without limitation of the provisions set forth in Section 7.02(a) above, if any Trust Pledgor or any Holding Company Pledgor owned by such Trust Pledgor commits any Breach set forth in this Section 7.02(b) and the Secured Party provides notice to the Sackler Parties' Representative pursuant to Section 11.01 of the Master Settlement Agreement, such failure shall constitute a Breach Trigger with respect to such Trust Pledgor and its Holding Company Pledgors, and if the Breach Trigger continues for thirty (30) days or more, it shall be deemed a Specified Breach with respect to such Trust Pledgor and its Holding Company Pledgors to the extent set forth below (provided that, if the Pledgors have taken steps during such period to cure such Breach Trigger, and are diligently prosecuting such cure, the Applicable Payment Group shall have an additional thirty (30) days to cure such Breach Trigger (to the extent capable of being cured during such additional period) before a Specified Breach shall be deemed to have occurred:

(i) Any Breach caused by an action or omission within a Trust Pledgor's (or a Subsidiary of such Trust Pledgor's) control (and not, for the avoidance of doubt, any Breach as the result of an action or failure to act on the part of the Secured Party) that materially adversely affects the perfection or priority of the Secured Party's Lien on a material portion of such Trust Pledgor's Collateral;

(ii) Any Breach of Section 5.01;

(iii) Any Breach of Section 5.02 involving any transaction or series of transactions exceeding \$25,000,000 in the aggregate with respect to the Applicable Payment Group shall be a Specified Breach of each Trust Pledgor in Breach (and each Trust Pledgor with a Holding Company Pledgor in Breach) of such covenant;

(iv) Any Breach of Section 5.03; and

(v) Any Breach of Section 5.04.

(c) Any other breach by any Trust Pledgor or Holding Company Pledgor owned by such Trust Pledgor, as applicable, of any term, covenant or agreement contained in this Credit Support Annex that is not set forth above or in the event any representation or warranty made or deemed made by a Pledgor in any Definitive Document or any certificate, notice, or document delivered in connection therewith shall prove to have been incorrect or misleading in any material respect at the time made or deemed to have been made shall constitute a Non-Specified Breach with respect to such Trust Pledgor if not cured within thirty (30) days following notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Master Settlement Agreement.

ARTICLE VIII. TERMINATION

The obligations described in this Credit Support Annex shall terminate, and all security interests granted in this Credit Support Annex shall be automatically released, on the first to occur of the following:

(i) the date on which the Master Settlement Agreement terminates following the Settlement Effective Date pursuant to its terms (e.g., pursuant to Section 2.04 of the Master Settlement Agreement); and

(ii) the date on which the Full Outstanding Settlement Amount and any other accrued and outstanding Payment Obligations of each Payment Party in the Applicable Payment Group under the Master Settlement Agreement (including any Payment Obligation owed by the Applicable Payment Group as a whole, but excluding Payment Obligations resulting from Breaches attributable only to individual Payment Parties that are not Trust Pledgors or Subsidiaries thereof) have been paid in full in cash and reduced to \$0 (including by way of prepayment or other advanced payments), other than (A) any contingent obligations for which no claim or demand for payment, whether oral or written, has been made at such time, and (B) Payment Obligations that are several obligations of a given Payment Party and its Affiliates and for which neither the Applicable Payment Group as a whole nor any other Trust Pledgor or Subsidiary thereof is responsible for paying or otherwise liable under the Master Settlement Agreement.

Notwithstanding the foregoing:

(i) obligations of the Pledgors under the applicable collateral documents, and all security interests thereunder, shall be automatically reinstated if and to the extent that, for any reason, the MDT is required to disgorge, turn over, or otherwise pay to the Applicable Payment Group any amount paid to the MDT or any creditor trust by or on behalf of the Applicable Payment Group, whether as a result of any proceeding in bankruptcy or reorganization or otherwise; and

(ii) to the extent the only remaining Payment Obligations of the Payment Parties in the Applicable Payment Group outstanding at any given time consist solely of Payment Obligations described in clause (ii)(B) immediately above, this Credit Support Annex shall

continue in effect solely with respect to each Trust Pledgor that is obligated in respect of such Payment Obligations, any Subsidiaries of such Trust Pledgors, each Affiliate of such Trust Pledgors, and any Subsidiaries of such Affiliates, and shall otherwise terminate as provided above (it being understood that the term “Affiliate” for purposes of this Article VIII shall have the same meaning therefor as set forth in Section 7.01(a)(i) of Article VII of this Credit Support Annex).

ARTICLE IX. MISCELLANEOUS

Section 9.01 Escrow Accounts.

(a) Consistent with the Master Settlement Agreement’s definition of “Retained Payment Amount,” all amounts paid by or on behalf of the Applicable Payment Group into an escrow account on or following the Settlement Effective Date, whether pursuant to this Agreement or any other Settlement Agreement (including direct settlements, such as opt-out class action settlements that have not become effective as of the Settlement Effective Date), shall be deemed to have been actually paid by the Applicable Payment Group on such Payment Date and shall reduce the Applicable Payment Group’s Full Outstanding Settlement Amount as of that date.

(b) If any portion of such escrowed amounts is subsequently returned to the Applicable Payment Group pursuant to the Master Settlement Agreement or the applicable Settlement Agreement, then:

(i) such returned amounts shall no longer be deemed to have been paid as of the original Payment Date (and the Full Outstanding Settlement Amount shall be adjusted accordingly); and

(ii) such amounts received by Trust Pledgors (directly or indirectly) shall be promptly deposited into the Collateral and become subject to this Credit Support Annex.

(c) The Trust Pledgors’ share of any escrowed amounts held in escrow accounts required by the Master Settlement Agreements (including Grantor Trust Escrow Accounts described in Exhibit Z), the “Project Apollo IAC escrow accounts” and any other escrow account holding funds to be applied towards Payment Obligations shall be deemed to be held in Holding Company Pledgors (including for purposes of the thresholds set forth in Section 3.01 and determining the Target Value).

Section 9.02 Certain Representations. Each of the Trust Pledgors represents and warrants to the MDT on the Settlement Effective Date that:

(a) Related Party Loan Transactions. The aggregate principal amount of Indebtedness for Borrowed Money owing by (i) any Holding Company Pledgor or any of its Subsidiaries, on the one hand, to (ii) Related Parties (other than Holding Company Pledgors and their respective Subsidiaries), on the other hand, and outstanding as of the Settlement Effective Date does not exceed \$25,000,000 in the aggregate.

(b) Existing Indebtedness. The aggregate principal amount of debt for borrowed money of the Holding Company Pledgors and their respective Subsidiaries outstanding as of the Settlement Effective Date, that is not otherwise permitted under Section 5.03 (other than Section 5.03(f)), does not exceed \$25,000,000 in the aggregate.

EXHIBIT A to ANNEX F

FINANCIAL STATEMENT TEMPLATE

[For each Trust Pledgor of the Applicable Payment Group]
As of [March, June, September, December 20XX]

	A	B	C	D = C x (A+B)	
	Value in Holding Company Pledgor Collateral	Value in IAC Accounts	Asset Class Advance Rates	Adjusted Collateral Value	Value in Designated Assets
<u>Assets</u>					
Accounts Receivable			1.00		
Artwork & Jewelry			0.80		
Cash and Cash Equivalents			1.00		
Hedge Funds			0.85		
Life Insurance – Surrender Value			0.80		
Marketable Securities			1.00		
Notes and Loans Receivable			0.80		
Other Investments			0.80		
Private Capital Investments			0.80		
Real Estate Investments			0.80		
Residential Real Estate			0.80		
Retirement Accounts & Government Pensions			0.80		
Total Assets					
<u>Liabilities</u>					
Accounts Payable			1.00		
Debt			1.00		
Other Balance Sheet Liabilities			1.00		
Total Liabilities					
Assets less Liabilities					

Restricted Payment Made During the Calendar Quarter

Type of Restricted Payment	Amount of Restricted Payments
Distribution Incurrence Test Exception	
Tax Distributions Exception	
Family Office Management Fees	
Settlement Obligations Exception	
Judgments Exception	
\$100 MM “Distribution Basket” Exception	
Litigation Costs Exception	
<u>Total Restricted Payments</u>	

Value Held in Brokerage Accounts Outside the U.S.

Type of Account	Amount
Holding Company Pledgors Collateral	
IAC Accounts	

EXHIBIT B to ANNEX F

FORM OF COMPLIANCE CERTIFICATE

[____], 20[__]

Reference is made to Annex F (the “**JS Family B-Side Credit Support Annex**”) to the Settlement Agreement, dated as of [____], among the Pledgors referred to in the JS Family B-Side Credit Support Annex, the other Payment Parties party thereto and The Master Disbursement Trust (as amended, restated, supplemented or otherwise modified from time to time). This Compliance Certificate is delivered by the undersigned Asset Manager pursuant to Section 3.01(b) of the JS Family B-Side Credit Support Annex for the calendar quarter ended [March, June, September, December 20__]. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the JS Family B-Side Credit Support Annex.

To the knowledge of the Asset Manager, the financial statements provided to the MDT together with this Compliance Certificate presents fairly in all material respects the financial position of, and the amounts and classifications of Restricted Payments by, the Pledgors and their Subsidiaries as specified therein for such period presented.

To the knowledge of the Asset Manager, all Restricted Payments made by Holding Company Pledgors and their Subsidiaries in the Applicable Payment Group complied with the JS Family B-Side Credit Support Annex.

To the knowledge of the Asset Manager, as of the date hereof, no Breach or Breach Trigger has occurred with respect to any Trust Pledgor or the Applicable Payment Group since the previously delivered Compliance Certificate, except as has already been communicated to the Secured Party or as set forth in Schedule I hereto.

A calculation of the Collateral Coverage Ratio and Liquidity Covenant as of the end of the calendar quarter for which this Compliance Certificate is delivered is set forth on Schedule II hereto.

The undersigned, in his/her capacity on behalf of the Asset Manager, and not in any individual capacity, hereby represents that the statements set forth in this Compliance Certificate are accurate to his/her knowledge, information and belief based on information provided by or on behalf of the Trust Pledgors.

[ASSET MANAGER]

By: _____
Title:

[SCHEDULE I TO COMPLIANCE CERTIFICATE]

Applicable Payment Group Breaches:

[•]

Applicable Payment Group Breach Triggers:

[•]

SCHEDULE II TO COMPLIANCE CERTIFICATE

Collateral Coverage Ratio

Adjusted Collateral Value	E	
Available Retained Payment Amount	F	
Adjusted Collateral Value less Available Retained Payment Amount	$G = E - F$	
Full Outstanding Settlement Amount	H	
Collateral Coverage Ratio	$I = G / H$	

Liquidity Covenant

Value of Cash, Cash Equivalents, Marketable Securities & Hedge Funds	J	
Full Outstanding Settlement Amount	F	
Liquidity %	$K = J / F$	

EXHIBIT C to ANNEX F

PRE-SETTLEMENT EFFECTIVE DATE ASSET REPORT

[See attached]

EXHIBIT D to ANNEX F

FORM OF COLLATERAL CERTIFICATE

[____], 20[____]¹

Reference is made to (i) Annex F (the “**B-Side Payment Group 2 Credit Support Annex**”) to the Master Settlement Agreement dated as of [____], 2021 among the Pledgors referred to in the B-Side Payment Group 2 Credit Support Annex, the other Payment Parties party thereto and The Master Disbursement Trust (the “**MDT**”) (as amended, restated, supplemented or otherwise modified from time to time) and (ii) the Pledge Agreement dated as of [____], 2021 (the “**Pledge Agreement**”) among the Pledgors referred to in the B-Side Payment Group 2 Credit Support Annex, Kokino LLC and the MDT (as amended, restated, supplemented or otherwise modified from time to time). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the B-Side Payment Group 2 Credit Support Annex.

Reference is made to the calendar year ending [____], 20[____]. Pursuant to Section [____] of the B-Side Payment Group 2 Credit Support Annex, the undersigned, in his/her capacity as an authorized officer of the Pledgors (or, in the case of a Trust Pledgors, an authorized officer of its trustee), and not in any individual capacity, certifies to his or her knowledge as follows:

1. All liens granted to the Secured Party pursuant to the Security Documents remain effective and are perfected in accordance with the Credit Support Annex as of the date hereof, [except with respect to the assets described below].
2. There have been no changes to the information required to be included in the Annexes to the Pledge Agreement [, except for the following items:]

[APPLICABLE PLEDGOR]²

By: _____
Name:
Title:

¹ Certificate to be delivered within 30 days after calendar year end.

² Certificate may be delivered by a single authorized representative of one or more identified Pledgors.

EXHIBIT E to ANNEX F

HOLDING COMPANY PLEDGORS

Trust Pledgor	Holding Company Pledgor
AJ Irrevocable Trust	AJIT Holding Company LLC, a Delaware limited liability company
Raymond R. Sackler Trust 2 dtd 12/23/89 (a/k/a the 2A Trust)	2A Trust Holding Company LLC, a Delaware limited liability company
[_____]	[_____] LLC, a Delaware limited liability company
<i>[To be completed.]</i>	<i>[To be completed.]</i>

EXHIBIT F to ANNEX F

ASSET MANAGEMENT AGREEMENT

[See attached]

EXHIBIT A-36

Annex G to the MSA

ANNEX G
B-SIDE PAYMENT GROUP 1

ARTICLE I.
DEFINITIONS

Section 1.01 Settlement Agreement. Capitalized terms used herein and not defined herein have the meanings ascribed to such terms in the Settlement Agreement to which this Annex G is attached.

Section 1.02 Defined Terms. As used in this Credit Support Annex, the following terms shall have the meanings specified below:

“Applicable Payment Group” means the Richard Sackler family Payment Group under the Settlement Agreement.

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or the State of Wyoming or is a day on which banking institutions located in any such state are authorized or required by law or other governmental action to close.

“Collateral” means the “Collateral” as defined in Section 2.01(a).

“Credit Support Annex” means this Annex G to the Settlement Agreement.

“Disposition” shall mean, with respect to any property or asset, any conveyance, sale, lease, sublease, license or assignment of such property or asset, including by means of a merger, consolidation, division or similar transaction (but, for the avoidance of doubt, excluding the disposition by death of property owned by a natural person that continues to be owned as property of the decedent’s estate), and the terms “Dispose,” “Disposed” and “Disposing” shall have meanings correlative thereto.

“Effective Date Asset Report” as defined in Section 5.01(e).

“Enforcement Event” means the occurrence of:

(i) A Specified Breach by the Individual Pledgor or the Applicable Payment Group permitting the Secured Party to exercise the Payment Remedy and related remedies set forth in Section 9.02(a)(ii)(A) of the Settlement Agreement with respect to any Pledgor; *provided* that the MDT remains entitled to exercise such remedies under Section 9.02(a) of the Settlement Agreement and has not elected Option 2 under Section 9.02(a)(ii)(B);

(ii) A Specified Breach by any RSS Party (other than a Specified Breach set forth in clause (i) above);

(iii) an Insolvency Proceeding of the Individual Pledgor or the Personal Limited Liability Company permitting the Secured Party to exercise the remedies set forth in Section 9.08(a) of the Settlement Agreement with respect to the Individual Pledgor; or

(iv) a Major Judgment with respect to the Individual Pledgor or the Personal Limited Liability Company permitting the Secured Party to exercise the remedies set

forth in Section 9.08(b) of the Settlement Agreement with respect to the Individual Pledgor.

“Individual Pledgor” means (a)(i) Richard S. Sackler, any custodians therefor, (ii) the estate of Richard S. Sackler, and (iii) any trust acquiring assets of Richard S. Sackler upon his death; provided that “Individual Pledgor” shall not include the heirs of Richard S. Sackler or any beneficiary of his estate or a trust described in clause (iii) of this definition.

“IRS” means the United States Internal Revenue Service.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets or financial condition, in each case, of the Individual Pledgor and the Personal Limited Liability Company (taken as a whole), (b) the rights and remedies (taken as a whole) of the Secured Party under the Settlement Agreement or the Security Documents or (c) the ability of the Individual Pledgor or the Personal Limited Liability Company to perform their Obligations under the Settlement Agreement or the Security Documents.

“Non-RSS Collateral” means the collateral pledged to the Secured Party by members of the Applicable Payment Group other than the Individual Pledgor to secure the Obligations of the Applicable Payment Group.

“Personal Limited Liability Company” means a Delaware limited liability company to be formed by the Individual Pledgor for the purposes set forth herein, and which will be wholly-owned by the Individual Pledgor, together with its successors in accordance with Section 4.06.

“Pledge Agreement” means the Pledge and Security Agreement entered into on the Settlement Effective Date among the Individual Pledgor and the Secured Party, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Restricted Payment” means any (i) withdrawals or transfers from any IAC Accounts, (ii) distributions, payments, Dispositions or other transfers consisting of any Equity Interests in the Personal Limited Liability Company (other than transactions permitted under Section 4.06) and, (iii) following the occurrence and during the continuance of an Enforcement Event or Breach Trigger in respect of a Specified Breach by the Applicable Payment Group or the Individual Pledgor, any distributions, payments, Dispositions or other transfers of any assets of the Personal Limited Liability Company to the Individual Pledgor or any RSS Related Party.

“RSS Party” means (i) the Individual Pledgor, (ii) the Personal Limited Liability Company, (iii) the Individual Pledgor in his capacity as an IAC Payment Party, and (iv) any other Person subject to the exclusive Control of the Individual Pledgor.

“RSS Related Party” means (i) Lin Gao, (ii) any joint direct descendants of the Individual Pledgor and Lin Gao and (iii) any Person subject to the Control of any foregoing Person.

“RSS Specified Breach” means any Specified Breach under Section 9.01 of the Settlement Agreement by (i) the Individual Pledgor or the Personal Limited Liability Company, (ii) the Individual Pledgor in his capacity as an IAC Payment Party, (iii) any other RSS Party, or (iv) the Applicable Payment Group (other than a Specified Breach pursuant to Section 9.01(a) of the Settlement Agreement), to the extent such Specified Breach was caused by an action or omission of an RSS Party.

“Secured Obligations” as defined in Section 2.01(a).

“Secured Party” means each of (i) the MDT and each of its successors and permitted assigns and (ii) any agent, trustee or other representative or designee (including one or more Subsidiaries or other entities of the MDT formed to carry out its duties and obligations under the Definitive Documents) authorized or appointed to hold any security interest in or Lien on, or take possession or control of, any Collateral on behalf of and for the benefit of itself and any person described in clause (i) above.

“Security Documents” means each Pledge Agreement, uncertificated securities control agreement, IAC Collateral Document and any other Collateral Document, and each of the other security agreements, pledge agreements and other instruments and documents, and each of the supplements thereto, executed and/or delivered pursuant to this Credit Support Annex or the Security Documents in order to grant or purport to grant a Lien on any assets to secure the Secured Obligations and/or under which rights or remedies with respect to such Liens are governed.

“Stipulation” means that certain stipulation filed at [D.I. 7713] on the docket of the Bankruptcy Cases.

“UCC” shall mean the Uniform Commercial Code or any successor provision thereof (or similar code or statute) as in effect from time to time in any applicable state or jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“Used” as defined in Section 3.05(a).

Section 1.03 Interpretative Provisions. The rules of construction set forth in Section 1.02 of the Settlement Agreement shall apply *mutatis mutandis* to this Credit Support Annex. References herein to any Section, Schedule, Appendix or Exhibit shall be to a Section, a Schedule, an Appendix or an Exhibit, as the case may be, of this Credit Support Annex unless otherwise specifically provided.

Section 1.04 Division. For all purposes under this Credit Support Annex, in connection with any division or plan of division under Delaware Law or any comparable event under a different jurisdiction’s Laws, as applicable: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person (including by way of inheritance), then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests.

ARTICLE II. COLLATERAL MATTERS

Section 2.01 Security; Security Documents.

(a) As credit support for, and to secure the prompt payment and performance of the Obligations of the Applicable Payment Group under the Settlement Agreement to the Secured Party (the **“Secured Obligations”**) (it being understood and agreed that all security interests granted under the Security Documents shall terminate as provided in Section 7.01) the Individual Pledgor shall, on or before the Settlement Effective Date, grant a perfected first priority security interest in and Lien on all of its right, title and interest in the following property, wherever located, and whether now owned or hereafter acquired (the **“Collateral”**):

- (i) 100% of the equity interests owned by the Individual Pledgor in the Personal Limited Liability Company formed by the Individual Pledgor;
- (ii) 100% of the IAC Pledged Shares owned by the Individual Pledgor;
- (iii) each IAC Account owned by the Individual Pledgor and all amounts held therein or credited thereto; and
- (iv) all proceeds and products of the foregoing (including, for the avoidance of doubt, all dividends, cash, options, warrants, instruments, certificates and other property and proceeds from time to time received, receivable or otherwise distributed or distributable in respect of, in exchange for or upon the conversion of, the foregoing).

Section 2.02 Without limiting the generality of clause (a) of this Section 2.01, on the Settlement Effective Date, the Secured Party shall have a perfected first priority security interest in and Lien on the Collateral in accordance with Section 2.03.

Section 2.03 The Individual Pledgor shall not be required, nor shall the Secured Party be authorized, to perfect any pledge or security interest hereunder by any means other than by (i) filing financing statements (including continuation statements) pursuant to the UCC in the office of the secretary of state (or similar central filing office) of the relevant state or jurisdiction for the Individual Pledgor, (ii) [reserved], (iii) the delivery to the Secured Party of certificates or other instruments (if any) representing pledged Equity Interests, together with stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank, (iv) in the case of the pledge of Equity Interests in the Personal Limited Liability Company, if in the form of uncertificated securities, the execution of uncertificated securities control agreements, (v) the execution and delivery of the IAC Collateral Documents and such other actions contemplated by the IAC Collateral Documents and the Settlement Agreement with respect to the IAC Collateral.

Section 2.04 The Individual Pledgor shall promptly and duly take, execute, acknowledge and deliver such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and consistent with this Credit Support Annex (including making non-U.S. filings, the entry into non-U.S. security agreements and the entry by the Individual Pledgor into an uncertificated securities control agreement, if applicable) to establish, create, preserve, protect, perfect, and maintain perfection of a Lien on the Collateral in favor of and for the benefit of the Secured Party (including Collateral acquired after the date hereof) and to exercise any and all remedies in respect thereof. The Individual Pledgor hereby authorizes the Secured Party to file amendments (after notice by the MDT to the Individual Pledgor of the scope and purpose of any such amendment), renewals or extensions of any UCC financing statements (or similar filings in other jurisdictions) filed in accordance with this Annex as may be necessary or appropriate to maintain its perfected first priority security interests in the Collateral, or to prevent the lapse or termination thereof.

Section 2.05 The Security Documents shall contain customary release provisions providing for the release of the security interests in the Collateral upon any distributions, payments, Disposition or other transfer of any asset constituting Collateral not prohibited by this Credit Support Annex.

Section 2.06 [Reserved].

Section 2.07 **Tax Forms.**

(a) The Individual Pledgor shall provide to the Secured Party, prior to the Settlement Effective Date, and keep up to date a duly completed and executed IRS Form W-9 (or any successor form) and shall provide any other tax forms or certifications that the Secured Party may reasonably request to permit the Secured Party to comply with any applicable tax withholding or reporting requirements.

(b) The Individual Pledgor shall provide to the purchaser of any Collateral, or such purchaser's designated agent(s), a duly completed and executed IRS Form W-9 (or any successor form) and shall provide any other tax forms or certifications that such purchaser or such purchaser's agent(s) may reasonably request to minimize amounts required to be withheld, set off or otherwise deducted for any Taxes in connection with any sale of the Collateral.

Section 2.08 [Reserved].

Section 2.09 New Pledgor; Additional Collateral.

(a) [Reserved].

(b) In the event the Personal Limited Liability Company is subject to a consolidation, merger, division, dissolution or liquidation or similar reorganization, or a successor Personal Limited Liability Company is formed or acquired, or additional Equity Interests in the Personal Limited Liability Company are acquired, by the Individual Pledgor following the Settlement Effective Date (such newly formed, acquired, the resulting, surviving or transferee entit(ies), as applicable, a "**New Personal Limited Liability Company**") (x) the Individual Pledgor shall deliver notice to the MDT of such New Personal Limited Liability Company and (y) within sixty (60) days of such event (or such longer period as may be agreed to in writing by the MDT (acting reasonably)), such New Personal Limited Liability Company shall (and the Individual Pledgor shall cause the New Personal Limited Liability Company to) (I) execute and deliver to the MDT such amendments or supplements to the Security Documents as required thereby or such other documents, instruments or agreements required by this Credit Support Annex or the Security Documents to grant to the Secured Party a perfected security interest in and a Lien on those assets that constitute or are intended to constitute Collateral and (II) take all actions to cause such security interest and Lien to be duly perfected as required by Section 2.01(c).

Section 2.10 IAC Accounts. The Individual Pledgor shall cause all Sale Proceeds, IAC Distributions and other amounts received in respect of the Individual Pledgor's Equity Interests in any IAC to be deposited and maintained in an IAC Account to the extent required by the Settlement Agreement. Any withdrawal or other transfer from an IAC Account shall constitute a Restricted Payment and shall be permitted solely to the extent provided in Section 4.01. Notwithstanding anything herein to the contrary, the Individual Pledgor does not waive (and is hereby deemed not to waive) any rights or causes of action against any person (other than the MDT) with respect to the Individual Pledgor's interest in any IAC, or any IAC Distributions or Sale Proceeds.

**ARTICLE III.
AFFIRMATIVE COVENANTS**

Section 3.01 Reporting.

(a) The Individual Pledgor shall deliver to the Secured Party within ninety (90) days following the end of each twelve-month period (or, if the Individual Pledgor dies or has become incapacitated, as soon as reasonably practicable following the end of such 90-day period), commencing with the twelve-month period ending on the first December 31 immediately following the Settlement

Effective Date, a compliance certificate, substantially similar to the form attached hereto as Exhibit A, certifying that to the knowledge of the Individual Pledgor, no Breach Trigger or Breach with respect to the Individual Pledgor has occurred under the Settlement Agreement or the Security Documents during the period covered by such certificate.

(b) In the event of any (i) change (A) in any legal name of the Individual Pledgor or the organizational name of the Personal Limited Liability Company, (B) in the Individual Pledgor's principal residence or the Personal Limited Liability Company's jurisdiction of organization or (C) in the Personal Limited Liability Company's organizational type, (ii) formation of, or acquisition or issuance of Equity Interests of, the Personal Limited Liability Company, or (iii) the opening of any new or substitute IAC Account, the Individual Pledgor shall, in each case, (1) deliver prompt written notice of such change (and in any event, no later than the earlier of thirty (30) days after such change, or twenty (20) days before perfection lapses) and (2) deliver to the Secured Party all additional financing statements and other documents that are necessary to maintain the validity, perfection and priority of the security interests provided for in the Security Documents.

(c) Within sixty (60) days of a request by the Secured Party, an updated asset report of the Personal Limited Liability Company substantially in the form of the Effective Date Asset Report delivered to the Secured Party (any such report, an "**Updated Asset Report**"); *provided* that the Secured Party shall not request (and the Individual Pledgor shall have no obligation to deliver) such Updated Asset Report more than once in any twelve (12) month period. The Secured Parties may make reasonable requests for additional information regarding the Effective Date Asset Report or any Updated Asset Report, and the Individual Pledgor shall use commercially reasonable efforts to substantively respond to any such reasonable request by the Secured Party in connection with the Effective Date Asset Report or any Updated Asset Report.

Section 3.02 Preservation of Existence. The Individual Pledgor shall cause the Personal Limited Liability Company to, except as permitted under Section 4.06, (a) preserve, renew and maintain in full force and effect the legal existence of the Personal Limited Liability Company under the laws of its jurisdiction of organization; and (b) take all reasonable action to maintain all material rights and privileges (including its good standing, if such concept is applicable in its jurisdiction of organization) necessary or desirable in the normal conduct of its business, in each case to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 3.03 Compliance with Laws. The Individual Pledgor shall, and shall cause the Personal Limited Liability Company to, comply with the requirements of all applicable Laws and all material orders, writs, injunctions and decrees of any Governmental Authority applicable to it or its business or property in each case to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 3.04 [Reserved].

Section 3.05 Maintenance of Assets.

(a) The Individual Pledgor shall use reasonable best efforts to cause substantially all assets of such Individual Pledgor to be maintained by the Personal Limited Liability Company, excluding, subject to Section 4.01, (i) assets that are withdrawn, distributed or otherwise transferred by the Personal Limited Liability Company and (x) have been used, (y) are actively being used, or (z) are presently intended to be used within one year, in each case, for any purpose the Individual Pledgor may deem appropriate, (ii) assets that are prohibited from being transferred to, or held by, the Personal Limited Liability Company by applicable law or any contract or other arrangement entered into by the

Individual Pledgor in good faith, (iii) other assets having a fair market value not in excess of \$5,000,000 at any one time and (iv) payments, Dispositions or other transfers of any assets of the Personal Limited Liability Company permitted to be made under Section 4.01(b); provided that assets that are “used”, “actively being used” or “intended to be used” pursuant to clause (i) above shall not include assets that are invested, managed or otherwise used (or intended to be invested, managed or otherwise used) for purposes that could be similarly achieved while such assets are held by the Personal Limited Liability Company (collectively “Used”).

(b) The Individual Pledgor shall at all times maintain (or cause to be maintained) the Personal Limited Liability Company as a wholly owned limited liability company organized in a United States jurisdiction.

(c) For the avoidance of doubt, in the absence of an Enforcement Event or Breach Trigger in respect of a Specified Breach, the Individual Pledgor may make distributions, payments, Dispositions or other transfers of any assets out of the Personal Limited Liability Company, subject to the Individual Pledgor’s obligations pursuant Section 3.05(a) to use efforts to otherwise maintain within the Personal Limited Liability Company assets not otherwise Used by the Individual Pledgor.

ARTICLE IV. NEGATIVE COVENANTS

Section 4.01 Restricted Payments. The Individual Pledgor shall not, nor cause the Personal Limited Liability Company to, directly or indirectly, make any Restricted Payments, except:

(a) with respect to clause (i) of the definition thereof, (i) to make payments in respect of Payment Obligations of the Applicable Payment Group, (ii) to make payments to a Holding Company Pledgor or an Investment Holding Vehicle (in each case, as defined in Annex E and otherwise subject to Annex E), along with any other entity whose equity interests are 100% pledged (directly or indirectly, but excluding, the Personal Limited Liability Company) to the Secured Party pursuant to or in connection with Annex E; or (iii) to the extent permitted under Section 3.06 of the Settlement Agreement. For the avoidance of doubt, no Permitted Withdrawals shall be permitted from an IAC Account of the Individual Pledgor hereunder or under Annex E to the Settlement Agreement, except as set forth in the preceding sentence; and

(b) with respect to clause (iii) of the definition thereof, distributions, payments, Dispositions or other transfers of any assets of the Personal Limited Liability Company (i) to the Individual Pledgor or any RSS Related Party solely for purposes of maintaining the Individual Pledgor’s normal life and living standards consistent with past practice (including, without limitation, the payment of health insurance and other expenses) in an aggregate amount not exceeding \$2,000,000 in any twelve (12) month period (unless otherwise consented to by the MDT), (ii) to the extent necessary to permit the Individual Pledgor to pay medical and health expenses, any taxes on income and capital gains attributable to the Personal Limited Liability Company and any assets held thereby, real estate taxes (including on [list properties]) or other taxes directly or indirectly payable by the Individual Pledgor, or (iii) to a Holding Company Pledgor or an Investment Holding Vehicle (in each case, as defined in Annex E and otherwise subject to Annex E), along with any other entity whose equity interests are 100% pledged (directly or indirectly, but excluding, the Personal Limited Liability Company) to the Secured Party pursuant to or in connection with Annex E.

Section 4.02 [Reserved].

Section 4.03 [Reserved].

Section 4.04 Liens. The Individual Pledgor shall not incur, create, assume or grant or (in the case of any consolidations, mergers or divisions otherwise permitted hereunder) cause or suffer to exist, any Lien on the Equity Interests of the Personal Limited Liability Company other than the Liens created by the Security Documents.

Section 4.05 [Reserved].

Section 4.06 Fundamental Changes. The Individual Pledgor shall not permit the Personal Limited Liability Company to consolidate, merge, divide, dissolve or liquidate unless (i) either (A) the Personal Limited Liability Company is the surviving entity or (B) the resulting, surviving or transferee Person is a limited liability company organized under the laws of the United States and assumes the obligations of the Personal Limited Liability Company under this Credit Support Annex and the other Security Documents, and the equity interests of such Personal Limited Liability Company are pledged pursuant to this Credit Support Annex and the other Security Documents, (ii) such consolidation, merger, division, dissolution or liquidation, after giving effect to clause (i) above, shall not have a material adverse impact on the value of, and the Secured Party's interest in, and/or the rights and remedies of the Secured Party with respect to the Collateral (after giving effect to any liabilities with respect thereto) and (iii) the Secured Party's security interest in the Collateral shall remain perfected (without loss or change in priority).

Section 4.07 [Reserved].

Section 4.08 Amendments or Waivers of Organizational Documents. The Individual Pledgor shall not make or permit any amendment, restatement, supplement or other modification to, or waiver of, the Personal Limited Liability Company's organizational documents after the Settlement Effective Date, in each case, to the extent the same (a) would materially adversely affect the perfection or priority of the Secured Parties' Lien on the Collateral, (b) [reserved], or (c) would reasonably be expected to be otherwise materially adverse to the interests of the MDT (or any other Secured Party) or the ability of the Payment Parties under the Settlement Agreement relating to the Applicable Payment Group, taken as a whole, to perform their Obligations and otherwise pay the Payment Obligations under the Settlement Agreement, other than as permitted under the Settlement Agreement, without obtaining the prior consent of MDT to such amendment, restatement, supplement or other modification or waiver (such consent not to be unreasonably withheld or delayed) or taking such steps as are necessary to maintain the perfection and priority of the Secured Party's Lien on the Collateral; provided that, for purposes of clarity, it is understood and agreed that the Individual Pledgor may effect a change to the Personal Limited Liability Company's organizational form and/or consummate any other transaction that is not prohibited under this Credit Support Annex.

Section 4.09 Restrictive Agreements. The Individual Pledgor shall not, and shall not permit the Personal Limited Liability Company to, enter into any transaction or series of related transactions that would restrict or impair in any material respect the ability of the Individual Pledgor or the Personal Limited Liability Company to sell, Dispose of or otherwise liquidate all or substantially all of the assets and properties of the Individual Pledgor or the Personal Limited Liability Company, except:

- (i) as required under the Settlement Agreement and the Security Documents;

(ii) customary transfer restrictions contained in documentation governing individual investments which have been entered into in the ordinary course of business or pursuant to standard industry practices;

(iii) restrictions with respect to the assets and properties in effect on the Settlement Effective Date (and any comparable replacements thereof);

(iv) customary provisions restricting assignments contained in agreements entered into in the ordinary course of business or pursuant to standard industry practices so long as such restrictions relate to such agreement which do not restrict the sale, Disposition or liquidation of all or substantially all of his or its assets and properties; and

(v) customary restrictions in agreements governing Indebtedness; provided that such restrictions do not materially interfere with or otherwise prohibit the Individual Pledgor from performing and satisfying his Obligations under the Settlement Agreement or this Credit Support Annex.

Section 4.10 Trust Distributions; Trust Restructuring. The Individual Pledgor shall not, nor permit any Person subject to his Control to, whether directly or indirectly, cause any distribution to be made from Trust U/A 11/5/74 FBO Beverly Sackler to the Individual Pledgor or any such Person; provided, this Section 4.10 shall not affect the rights of the Individual Pledgor or his heirs, in their respective capacities as beneficiaries of Trust U/A 11/5/74 FBO Beverly Sackler, to request or receive distributions therefrom. To the extent the Permitted Trust Restructurings as defined under, and as otherwise further described in, Exhibit A-32 referenced in the Confirmation Order are not completed prior to the Settlement Effective Date, the Individual Pledgor shall comply with paragraph 33(f) and paragraph 33(g) of the Confirmation Order with respect to the Permitted Trust Restructurings.

ARTICLE V.

ADDITIONAL CONDITIONS PRECEDENT

Section 5.01 Additional Conditions Precedent to Settlement Effective Date. In addition to the conditions set forth in Section 10.01 of the Settlement Agreement, the occurrence of the Settlement Effective Date shall be subject to the satisfaction (or waiver by the MDT with the consent of the Ad Hoc Committee and the Creditors' Committee) (which consent shall not be unreasonably withheld or delayed) of the following conditions:

(a) The MDT (or its counsel) shall have received duly executed copies of the Pledge Agreement by the Individual Pledgor;

(b) The MDT (or its counsel) shall have received a UCC-1 financing statement in a form prepared for filing in the applicable jurisdiction(s) of the Individual Pledgor and otherwise in form and substance reasonably satisfactory to the MDT (or its counsel);

(c) [Reserved];

(d) All Equity Interests of the Personal Limited Liability Company shall have been pledged pursuant to the Security Documents and the MDT (or its counsel) shall have received all (i) certificates or instruments, if any, representing such Equity Interests pledged under the Security Documents, accompanied by stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank and (ii) uncertificated securities control agreements, substantially in the form

exhibited to the Pledge Agreement, with respect to any uncertificated securities of the Personal Limited Liability Company;

(e) The Individual Pledgor shall have delivered to the MDT (or its counsel), no later than ten (10) Business Days before the target Settlement Effective Date (provided that the Secured Party shall have provided the Pledgors with not less than sixty (60) days advance written notice of the target Settlement Effective Date or, if the Secured Party postpones such target Settlement Effective Date, no less than thirty (30) days' prior written notice of the revised target Settlement Effective Date), an asset report (the "**Effective Date Asset Report**") setting forth, with respect to any assets within the same or a similar asset class held by the Personal Limited Liability Company on the Settlement Effective Date having a fair market value in excess of \$5,000,000 in the aggregate for all such assets within an asset class, a reasonable description or summary of each asset (or group of similar assets) that the Individual Pledgor reasonably believes in good faith has, individually or collectively with any similar assets, a fair market value in excess of \$5,000,000 (including, e.g., (x) a summary of recent account statements, setting forth the type and value of investments held in a brokerage account, securities account, deposit account or similar account), and (y) the address of any real property; *provided* that nothing herein shall be construed as either (A) an obligation to deliver any descriptions, documents or valuations that are not readily available, or to the extent the burden of providing such information outweighs the benefit to the Secured Party of providing such information in light of the materiality of the relevant assets or (B) a representation or warranty regarding the accuracy of any valuation provided by the Individual Pledgor, or that any such description provided by the Individual Pledgor is a complete or comprehensive description of any such asset.

(f) The Individual Pledgor shall have delivered to the MDT (or its counsel) a certificate that, as of the Settlement Effective Date, substantially all assets of the Individual Pledgor have been transferred to, and are maintained by, the Personal Limited Liability Company, excluding, (i) assets that are prohibited from being transferred to, or held by, the Personal Limited Liability Company by applicable law or any contract or other arrangement entered into by the Individual Pledgor in good faith, and (ii) other assets having a fair market value not in excess of \$5,000,000 in the aggregate.

(g) [Reserved];

(h) The Individual Pledgor and Lin Gao shall have delivered to the MDT a duly executed Further Assurances Undertaking in form reasonably satisfactory to the MDT (including an agreement to comply with the Stipulation); and

(i) The MDT (or its counsel) shall have received satisfactory evidence that the Individual Pledgor has irrevocably delegated to Cedar Cliff Inc. (or any successor thereto) any and all authority with respect to payments of the outstanding Obligations of the Applicable Payment Group by Trust U/A 11/5/74 FBO Beverly Sackler.

Notwithstanding anything herein or in the Settlement Agreement or any Security Document to the contrary, if the MDT waives any of the conditions specified in this Section 5.01 without the consent of the Individual Pledgor, then in no event may the MDT or any other Secured Party subsequently claim or assert that a Breach has occurred due to the failure of the Individual Pledgor or any other member of the Applicable Payment Group to satisfy any of the conditions specified in this Section 5.01.

ARTICLE VI.

ENFORCEMENT EVENT; REMEDIES

Section 6.01 Occurrence of an Enforcement Event; Priority of Payments. Upon the occurrence and during the continuance of an Enforcement Event with respect to the Individual Pledgor or the Applicable Payment Group, subject to Section 6.03, the Individual Pledgor shall not permit the Personal Limited Liability Company to make any distributions, payments, Dispositions or other transfers of any of its assets to the Individual Pledgor or any RSS Related Party, except as set forth in Section 4.01(b), and the Secured Party shall have the right to exercise all rights and remedies against the Collateral of the Individual Pledgor as provided in the Security Documents, which shall include all rights and remedies under the UCC (and any similar local laws), including, without limitation, the right to (i) foreclose on the Collateral, (ii) direct the liquidation of the Personal Limited Liability Company and (iii) exercise exclusive control of the IAC Accounts and any funds held therein, and, in each case, apply the proceeds thereof to pay (A) first, any costs or expenses incurred by the Secured Party to enforce the Settlement Agreement, the Security Documents or otherwise incurred in connection with the exercise of remedies, in each case, solely with respect to the Applicable Payment Group, (B) second, any accrued and unpaid interest, late payment fees, other fees and all other Payment Obligations (other than the Settlement Payment Obligations and any contingent indemnification obligations for which no claim or demand for payment, whether oral or written, has been made at such time) due to the Secured Party under the Settlement Agreement solely on account of the Obligations of the Applicable Payment Group, and (C) third, the Settlement Payment Obligations and any remaining Obligations of the Applicable Payment Group then outstanding under the Settlement Agreement, with any excess proceeds being retained by the Individual Pledgor.

Section 6.02 Breaches.

(a) If the Individual Pledgor or any plaintiff in the litigation underlying the Stipulation fails to comply with any provision of the Stipulation, and the MDT provides notice to the Sackler Parties' Representative pursuant to Section 11.01 of the Settlement Agreement, such failure shall constitute a Breach Trigger with respect to the Individual Pledgor and, if such Breach Trigger continues for thirty (30) days or more, shall constitute a Specified Breach with respect to the Individual Pledgor (provided that, if the Individual Pledgor has taken steps during such period to cure such failure and is diligently prosecuting such cure, the Individual Pledgor shall have an additional thirty (30) days to cure).

(b) If the Individual Pledgor fails to comply with Section 3.05, and the Secured Party provides notice of such failure to the Sackler Parties' Representative pursuant to Section 11.01 of the Settlement Agreement, such failure shall constitute a Specified Breach with respect to the Individual Pledgor if the failure continues for thirty (30) days or more (provided that, if the Individual Pledgor has taken steps during such period to cure such failure and is diligently prosecuting such cure, the Individual Pledgor shall have an additional thirty (30) days to cure).

(c) Any other breach by the Individual Pledgor of any term, covenant or agreement contained in this Credit Support Annex, or in the event any representation or warranty made or deemed made by the Individual Pledgor in any Definitive Document or any certificate, notice, or document delivered in connection therewith shall prove to have been incorrect or misleading in any material respect at the time made or deemed to have been made, shall constitute a Non-Specified Breach with respect to the Individual Pledgor if not cured within thirty (30) days following notice by the MDT to

the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement.

Section 6.03 Limitation on Foreclosure. Notwithstanding anything herein or in any Security Document to the contrary, following the occurrence of a Specified Breach with respect to the Applicable Payment Group other than any RSS Specified Breach, the Secured Party shall first exercise remedies against Non-RSS Collateral in order to satisfy the outstanding Secured Obligations and, only to the extent any Secured Obligations remain outstanding following exercise remedies by the Secured Party against the Non-RSS Collateral and the application of the proceeds thereof to the Secured Obligations, the Secured Party may exercise remedies against the Collateral pursuant to this Credit Support Annex, the Settlement Agreement and the Security Documents. Notwithstanding the foregoing, (i) upon the occurrence and during the continuance of any Enforcement Event not arising from a Specified Breach set forth in the immediately preceding sentence, the Secured Party may at any time exercise remedies with respect to the Collateral, and (ii) the provisions of this Section 6.03 shall not apply to any Collateral consisting of IAC Collateral, which shall remain subject to the rights and remedies of the Secured Party set forth in Section 6.01, the Settlement Agreement and the IAC Collateral Documents and the conditions specified therein.

ARTICLE VII. MISCELLANEOUS

Section 7.01 Termination. The obligations described in this Credit Support Annex shall terminate, and all security interests granted in the Collateral shall be automatically released, on the first to occur of (i) the date on which the Settlement Agreement terminates pursuant to its terms, (ii) the date on which all remaining Obligations of the Applicable Payment Group under the Settlement Agreement (other than any contingent obligations for which no claim or demand for payment, whether oral or written, has been made at such time) are paid in full in cash and reduced to \$0 (including by way of prepayment or other advanced payments), and (iii) the date on which there has been no pending Material Litigation for a period of six (6) consecutive months after the sixth anniversary of the Settlement Effective Date; *provided* that the obligations of the Individual Pledgor under this Credit Support Annex and the applicable Security Documents, and all security interests thereunder, shall be automatically reinstated to the extent either, (x) if the obligations under this Credit Support Annex were terminated pursuant to clause (i) or (ii) above, the Secured Party is required to disgorge, turn over, or otherwise pay to the Applicable Payment Group any amount paid to the Secured Party or any creditor trust by or on behalf of the Applicable Payment Group, for any reason, whether as a result of any proceeding in bankruptcy or reorganization or otherwise, or (y) if the obligations under this Credit Support Annex were terminated pursuant to clause (iii) above, any Material Litigation subsequently becomes pending. For the avoidance of doubt, this Section 7.01 shall not apply to any IAC Collateral or IAC Collateral Document, and any termination in respect of IAC Collateral shall be governed by the Settlement Agreement and the IAC Collateral Documents.

Section 7.02 Reservation of Rights. Consistent with the Confirmation Order (including without limitation paragraph 33(a) thereof, which is incorporated herein by reference), nothing in this Annex G shall extend, broaden, or limit any rights, defenses, claims, or positions of the any of the parties to the Stipulation in the litigation that is the subject of the Stipulation. Nothing herein shall modify or limit the rights of any party under the Stipulation, nor shall any provision herein be construed to affect any party's rights under the Stipulation or in the litigation that is the subject of the Stipulation. Nothing in this Credit Support Annex shall be deemed to waive, release, modify, or otherwise affect any rights, remedies, claims, or defenses that any party may have under the Stipulation, or any rights that any party may have in connection with the litigation underlying the Stipulation. All such rights are expressly reserved. This Credit Support Annex shall not modify, amend, or supersede any provision of the

Stipulation.

EXHIBIT A to ANNEX G

FORM OF COMPLIANCE CERTIFICATE

[____], 20[__]

Reference is made to Annex G (the “**RSS Individual Pledgor Credit Support Annex**”) to the Settlement Agreement, dated as of [____], among the Individual Pledgor referred to in the RSS Individual Pledgor Credit Support Annex and The Master Disbursement Trust (as amended, restated, supplemented or otherwise modified from time to time). This Compliance Certificate is delivered by the undersigned pursuant to Section 3.01(a) of the RSS Individual Pledgor Credit Support Annex for the calendar year ended December 31, 20[__]. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the RSS Individual Pledgor Credit Support Annex.

To the knowledge of the Individual Pledgor, as of the date hereof, no Breach or Breach Trigger has occurred with respect to the Individual Pledgor since the previously delivered Compliance Certificate, except as has already been communicated to the Secured Party or as set forth in Schedule I hereto.

[NAME]

By:
Title:

[SCHEDULE I TO COMPLIANCE CERTIFICATE]

Breaches:

[•]

Breach Triggers:

[•]