

**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.”<sup>1</sup>

“**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;

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<sup>1</sup> 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, [\_\_].<sup>2</sup>

“**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.

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<sup>2</sup> 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;<sup>3</sup>

(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:

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<sup>3</sup> 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 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 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 lessor 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 lessor 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	A-Side General Obligors
<u>Second Tier Obligors</u>	<u>Second Tier Obligors</u>
Theresa E. Sackler 1988 Trust	Ilene S. Lefcourt Trust 88
Theresa E. Sackler 2008 Trust	Ilene S. Lefcourt Trust 96
Millennium Trust	ISL 2010 Family Trust
Perelle Bay Trust	ISL 2011 Family Trust
<u>Third Tier Obligor</u>	<u>Third Tier Obligor</u>
Theresa Sackler	Ilene Sackler Lefcourt
<u>Fourth Tier Obligor</u>	<u>Fourth Tier Obligor</u>
None	None

A-Side Payment Group 5	A-Side Payment Group 6
A-Side General Obligors	A-Side General Obligors
<u>Second Tier Obligors</u>	<u>Second Tier Obligors</u>
MDS 2006 Trust	MTS 2013 Family Trust
MDS 1992 Trust	MTS 2016 Trust
MDS Beacon 2010 Trust	MTS Beacon 2013 Trust
MDS Beacon 2011 Trust	MTS Beacon 2014 Trust
MDS Family Trust 2010	MTS Beacon 2015 Trust
<u>Third Tier Obligor</u>	MTS Beacon Trust 2010
None	MTS Beacon Trust 2011
<u>Fourth Tier Obligor</u>	MTS Beacon Trust 2012
Theresa Sackler	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
<p>A-Side General Obligors</p> <p><u>Second Tier Obligors</u>                      SDS 1992 Trust                      SDS Beacon 2011 Trust                      SDS Family Trust 2010                      Millennium Trust                      Perelle Bay Trust</p> <p><u>Third Tier Obligor</u>                      None</p> <p><u>Fourth Tier Obligor</u>                      Theresa Sackler</p>	<p>A-Side General Obligors</p> <p><u>Second Tier Obligors</u>                      Rosetta Trust                      KAS 2010 Family Trust</p> <p><u>Third Tier Obligor</u>                      Kathe A. Sackler</p> <p><u>Fourth Tier Obligor</u>                      None</p>

**Schedule II**

**Section 2.01(b) Values**

<b>A-Side Payment Group</b>	<b>Asset HoldCos</b>	<b>Personal HoldCos</b>
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]