

EXHIBIT A-30

Annex C to the MSA

ANNEX C
A-SIDE PAYMENT GROUP 4

ARTICLE I.
DEFINITIONS

Section 1.01 Settlement Agreement. Capitalized terms used herein and not defined herein have the meanings ascribed to such terms in the Settlement Agreement to which this Annex C is attached.

Section 1.02 Defined Terms. As used in this Annex C, the following terms shall have the meanings specified below:

“Account Bank” means a financial institution in the United States acting as a deposit bank or securities intermediary, as applicable, in respect of a Cash Collateral Account, which financial institution is reasonably satisfactory to the MDT.

“Asset HoldCo” means a wholly-owned intermediate holding company set forth as such in the Pledge Agreement, together with its successors and assigns.

“Cash Collateral Accounts” means any deposit or securities accounts established and funded pursuant to Section 2.02 following the Settlement Effective Date in the Obligors’ discretion, which shall be maintained by a Cash Collateral Account Pledgor in the United States with the Account Bank and subject to one or more Control Agreements.

“Cash Collateral Account Pledgors” means any Second Tier Obligor funding a Cash Collateral Account following the Settlement Effective Date.

“Cash Equivalents” means (a) U.S. dollars, (b) securities issued or fully guaranteed or insured by (i) (A) the United States of America or (B) the United Kingdom, Canada or a member state of the European Union or (ii) any agency or instrumentality of any thereof that has a combined capital and surplus and undivided profits of not less than \$500,000,000, in each case (other than clause (i)(A)) having maturities of not more than one year from the date of acquisition thereof, (c) time deposits, certificates of deposit or bankers’ acceptances maturing within 270 days of the date of acquisition thereof of any commercial bank having capital and surplus in excess of \$500,000,000 (or the foreign currency equivalent thereof as of the date of such investment), (d) money market instruments, commercial paper or other short-term obligations maturing within 270 days of the date of acquisition thereof rated at least F2 or the equivalent thereof by Fitch, at least P-2 or the equivalent thereof by Moody’s or at least A-2 or the equivalent thereof by S&P (or, if at such time none is issuing ratings, a comparable rating of another nationally recognized rating agency) and (e) any mutual fund that has (i) invested at least 75% of its assets in (A) the investments referred to in clauses (a) through (d) of the definition of Cash Equivalents or (B) debt securities or debt instruments or preferred stock with a rating equal to or higher than A (or the equivalent) by Fitch, A2 (or the equivalent) by Moody’s or A (or the equivalent) by S&P (or, if at such time none is issuing ratings, a comparable rating of another nationally recognized rating agency) and (ii) net assets of not less than \$250,000,000.

“Collateral” means all “Collateral” (or similar or equivalent term) as defined in any Security Document and shall include all assets and property, whether real, personal or mixed, whether now owned or hereafter acquired and wherever located, in each case, with respect to which a Lien is granted (or required, intended or purported to be granted) as security for any Obligations pursuant to any Security Document, including all proceeds and products thereof. It is understood and agreed that as of the Settlement Effective Date, the Collateral shall be comprised of substantially all assets of the Second Tier

Obligors, including all of the Equity Interests of the Asset HoldCos, all Cash Collateral Accounts and all proceeds and products thereof.

“Control Agreement” means a deposit account control agreement (or blocked account control agreement) or a securities account control agreement (as applicable) in the form required by the applicable Account Bank and otherwise in form and substance reasonably acceptable to the MDT and the Secured Party, executed by the applicable Cash Collateral Account Pledgor, the Secured Party and the applicable Account Bank in respect of a Cash Collateral Account, and pursuant to which the Secured Party is granted “control” (as such term is described in Section 9-104 of the UCC) of such Cash Collateral Account, and its first-priority security interest in and Lien on such Cash Collateral Account and the Collateral held therein to secure the Obligations of Group 4 is perfected in accordance with this Annex C and the Security Documents, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Confession of Judgment” has the meaning set forth in Section 3.07.

“Disposition” shall mean, with respect to any property or asset, any conveyance, sale, lease, sublease, assignment, transfer or other disposition (including any sale and leaseback transaction) of such property or asset, including by means of a merger, consolidation, division or similar transaction (but, for the avoidance of doubt, excluding the disposition by death of property owned by a natural person that continues to owned as property of the decedent’s estate and those reflecting the appointment of an additional or replacement trustee of a trust in accordance with Section 4.10 hereof), and the terms **“Dispose,” “Disposed”** and **“Disposing”** shall have meanings correlative thereto.

“Disposition Condition” means, as to any relevant transaction (or series of related transactions) by a Second Tier Obligor or the Third Tier Obligor, the aggregate combined Value of the assets of all Second Tier Obligors and the Third Tier Obligor on a pro forma basis after giving effect to such transaction or series of transactions (and after giving effect to any Liens with respect to such assets and any indebtedness of the Second Tier Obligors and of the Third Tier Obligor) (and after reducing such Value by the amount of any penalties or interest proposed in a “30 Day Letter” from the IRS (or other similar letter from the IRS or a state taxing authority) with respect to a Listed Transaction or, if less, the amount that remains unresolved or unpaid) is not less than an amount equal to the lesser of (a) \$400,000,000 and (b) 200% of the Remaining Amount. Prior to entering into any transaction in reliance on the Disposition Condition, the applicable obligor shall deliver to the MDT (i) a certification as to pro forma compliance with the Disposition Condition and (ii) a written opinion by an Independent Financial Advisor stating the aggregate combined Value of the assets of all Second Tier Obligors and the Third Tier Obligor on a pro forma basis after giving effect to such transaction or series of related transactions (and after giving effect to any Liens with respect to such assets and any indebtedness of the Second Tier Obligors and the Third Tier Obligor).

“Distribution” means (a) with respect to any Second Tier Obligor that is a trust, any Disposition, payment or distribution to, or for the use or benefit of, any beneficiary of such Second Tier Obligor (including to or for the use or benefit of such Second Tier Obligor but excluding any direct payment made by a Second Tier Obligor for its own benefit such as a payment for services rendered to it by an unrelated third-party), whether in cash, securities or other property and including any appointment of property in further trust for the benefit of any one or more of them and (b) with respect to an Asset HoldCo and any Second Tier Obligor that is a corporation, limited liability company, partnership or any other similar type of entity, any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of such Second Tier Obligor or Asset HoldCo, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interest, or on account

of any return of capital to such Second Tier Obligor's or Asset HoldCo's shareholders, partners or members, or any other Disposition to the holders of any Equity Interest of such Second Tier Obligor or Asset HoldCo. Any Disposition, payment or distribution made by a Second Tier Obligor to a third party to provide goods or services to one or more beneficiaries of the Second Tier Obligors shall be deemed to be a Distribution for all purposes hereunder.

“Effective Date Net Asset Report” means the net asset report delivered pursuant to Section 6.01(g) on or about the Settlement Effective Date, in form consistent with prior net asset reports delivered by Huron Consulting Group with respect to Group 4, setting forth the net asset Value of the Second Tier Obligors as of the Financial Information Record Date.

“Enforcement Event” means the occurrence of a Specified Breach by Group 4 permitting the Secured Party to exercise the Payment Remedy and related remedies under Section 9.02(a)(ii)(A) of the Settlement Agreement with respect to Group 4; provided that the MDT continues to be permitted to exercise such remedies pursuant to Section 9.02(a) of the Settlement Agreement and has not elected Option 2 pursuant to such 9.02(a)(ii)(B).

“Existing Related Party Loans” means loans in existence on the Financial Information Record Date and disclosed in the Effective Date Net Asset Report, and any extensions of the maturity date thereof; provided that (i) the terms of such extended loans are on substantially the same terms (which, in the case of economic terms, shall be no less favorable to the Second Tier Obligors or Asset HoldCos (as applicable) party thereto) as in effect on the Financial Information Record Date and (ii) the outstanding principal amount of such loans shall not exceed the aggregate principal amount of such loans outstanding on the Financial Information Record Date plus any accrued and unpaid interest outstanding on such extension date.

“Financial Information Record Date” means [_____].¹

“Group 4” means the Payment Group identified as A-Side Payment Group 4 (excluding the A-Side General Obligors) on Exhibit A to the Settlement Agreement.

“HoldCo Distribution Condition” means a condition that is satisfied with respect to any transaction (including any Disposition) if, after giving effect to such transaction, the aggregate Value of the assets of the Asset HoldCos on a pro forma basis after giving effect to such transaction (and after giving effect to any Liens with respect to such assets and any indebtedness of an Asset HoldCo) (and after reducing such Value by the amount of any penalties or interest proposed in a “30-Day Letter” from the IRS (or other similar letter from the IRS or a state taxing authority) with respect to a Listed Transaction or, if less, the amount that remains unresolved or unpaid) is not less than the lesser of (a) \$200,000,000 (subject to the last sentence of this definition) and (b) the Remaining Amount. Prior to entering into any transaction (including making any distribution) in reliance on the HoldCo Distribution Condition, the applicable Second Tier Obligor shall deliver to the Secured Party (i) a certification as to compliance with the HoldCo Distribution Condition and (ii) a written opinion by an Independent Financial Advisor stating the aggregate Value of the assets of the Asset HoldCos on a pro forma basis after giving effect to such transaction or series of related transactions (and after giving effect to any Liens with respect to such assets and any indebtedness of an Asset HoldCo). In the case of any determination of the HoldCo Distribution Condition for purposes of (1) a Disposition by a Second Tier Obligor to the Third Tier Obligor under Section 4.01(a)(i)(B), (2) a Distribution or other payment by a Second Tier Obligor to or for the benefit of the Third Tier Obligor under clause (B) of Section 4.02, (3) a Disposition by a Second Tier Obligor under

¹ To be determined, consistent with the multi-group CSA.

Section 4.01(a)(iii) or (4) a transfer by the Third Tier Obligor under clause (z) of the second proviso to Section 5.02(b), the number \$200,000,000 in clause (a) above shall be replaced with \$250,000,000.

“HoldCo Taxes” means to the extent an Asset HoldCo is treated as a pass-through entity (including a disregarded entity) for U.S. federal income tax purposes, an amount to enable the applicable Pledgor to pay in full when due (including estimated income tax) (X) the income taxes imposed on such Pledgor resulting from allocations of income, gain, losses, deductions and credits recognized in the current taxable year attributable to its ownership interest in such Asset HoldCo, determined as if such allocated items were the only items recognized by such Pledgor for the applicable tax period, (Y) assessments of income taxes resulting from allocations of income, gain, losses, deductions and/or credits attributable to such Pledgor’s ownership interest in such Asset HoldCo following the conclusion of an audit, appeal, court proceeding or similar proceeding by or against a taxing authority in the current year, other than such a proceeding that, as of the Agreement Effective Date, is ongoing or threatened by a taxing authority in writing, or of which such Pledgor or any of its Affiliates has received notice in writing from a taxing authority and (Z) any increase in income taxes imposed on such Pledgor resulting from allocations of income, gain, losses, deductions and/or credits attributable to such Pledgor’s ownership interest in such Asset HoldCo following the filing of an amended tax return; provided that (A) such amount shall be determined taking into account the amount of any distributions that have previously been made by such Asset HoldCo to such Pledgor in respect of the tax imposed on such allocated items of income, gain, loss, deduction or credit; (B) such amount shall not exceed the sum of (I) any income taxes imposed on such Pledgor resulting from allocations of income, gain, losses, deductions and credits recognized in the current taxable year attributable to its ownership interest in such Asset HoldCo, (II) any assessment described in clause (Y) of this paragraph and (III) any increase in income taxes described in clause (Z) of this paragraph, in any case determined as if such allocated items were the only items recognized by such Pledgor for the applicable tax period and using the tax rate specified in the definition of “IAC Tax Distributions” in the Settlement Agreement; and (C) to the extent that any amount in respect of estimated income taxes exceeds the taxes payable for the applicable tax period, as determined pursuant to the immediately preceding subclause (B), or any refund is received in respect of an assessment described in the immediately preceding subclause (B) with respect to which a tax distribution was made, the amount determined for subsequent taxable periods shall be reduced by the amount of such excess (and, for the avoidance of doubt, to the extent that distributions in respect of estimated income taxes for the applicable taxable year were less than the amount of such taxes reflected on the applicable tax return, as determined pursuant to the immediately preceding subclause (B), such Asset HoldCo shall be permitted to distribute to such Pledgor an amount equal to the amount of such shortfall).

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

“Independent Financial Advisor” means (i) a financial advisor selected by a Second Tier Obligor or Asset HoldCo from the financial advisors listed on Exhibit M attached to the Settlement

Agreement or (ii) solely to the extent the applicable Second Tier Obligor or Asset HoldCo is unable to engage any such independent financial advisor set forth in clause (i) of this definition, any other independent financial advisor reasonably acceptable to the MDT.

“Listed Transaction” means (x) a “listed transaction” identified as such by the IRS under Section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b)(2) as of the date of this Agreement or (y) a “listed transaction” identified as such by the IRS under such provisions after the date of this Agreement that is substantially comparable to the type of abusive tax shelter transactions that the IRS has previously identified as “listed transactions” as of the date of this Agreement, in each case unless the IRS has delisted the transaction.

“Material Adverse Effect” means, with respect to Group 4, a material adverse effect on (a) the business, assets or financial condition, in each case, of such Group, (b) the rights and remedies (taken as a whole) of the Secured Party under the Settlement Agreement and the Security Documents (taken as a whole) relating to such Group, (c) the ability of such Group under the Settlement Agreement to satisfy its payment Obligations under the Settlement Agreement and the Security Documents or (d) the Collateral, taken as a whole.

“Perfection Certificate” means, as to each Second Tier Obligor pledging Collateral, a certificate in the form attached hereto as Exhibit A, as supplemented pursuant to Section 3.01(b) and as otherwise amended or modified from time to time at the request of the Secured Party to require the provision of additional information reasonably necessary to ensure due perfection under the laws of additional jurisdictions.

“Pledge Agreement” means that certain New York law-governed Pledge and Security Agreement, dated as of the Settlement Effective Date or thereafter, between the Second Tier Obligors party thereto and the MDT, as the Security Party thereunder, as may be amended, restated, supplemented or otherwise modified from time to time.

“Pledgor” means each Second Tier Obligor.

“Protected Information” means (a) any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure is prohibited by Law or binding agreement not entered into primarily for the purpose of rendering information as Protected Information hereunder, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which any Pledgor owes confidentiality obligations to any third party, (b) any counterparty information, including the names of counterparties (other than information of any member of a Family Group or other Related Party that is not of the type described in clauses (a) or (c) of this definition) and (c) any personal identifying information (including addresses, telephone numbers, government identification numbers or tax identification numbers) and any information protected by General Data Protection Regulation 2016/679 or comparable laws in the European Union, the United Kingdom or the United States.

“Remaining Amount” means, with respect to Group 4, as of any date of determination, the remaining amount potentially owed under the Settlement Agreement (assuming the maximum amount that may be owed by such Group under the Settlement Agreement and Security Documents).

“Second Tier Obligors” means the members of Group 4 identified as Second Tier Obligors on Schedule I attached to this Annex C, together with their successors and assigns.

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

“**Security Documents**” means the Pledge Agreement and each of the other security agreements, pledge agreements, any uncertificated securities control agreement and any other instruments and documents, and each of the supplements thereto, executed and delivered pursuant to this Annex C or otherwise, in order to grant or purport to grant a Lien on any assets to secure the Obligations of Group 4 under the Settlement Agreement or under which rights or remedies with respect to such Liens are governed.

“**Third Tier Obligor**” means Mortimer D.A. Sackler.

“**UCC**” shall mean the Uniform Commercial Code or any successor provision thereof (or similar code or statute) as in effect from time to time in any applicable state or jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“**Value**” means, with respect to any asset as of any date of determination, the value as determined in accordance with Section 1.05.

Section 1.03 Interpretative Provisions. For the avoidance of doubt, the rules of construction set forth in Section 1.02 of the Settlement Agreement shall apply *mutatis mutandis* to this Annex C.

Section 1.04 Division. For all purposes under this Annex C, in connection with any division or plan of division under Delaware Law or any comparable event under a different jurisdiction’s Laws or, in the case of a trust, any division, appointment or other event under the terms of its governing instrument or otherwise causing property of a trust to be held in one or more trusts separate from the original trust, as applicable: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests or, in the case of a new trust, to have been formed on the first date of the acceptance in trust of any property thereof by any trustee thereof.

Section 1.05 Valuation Methodology. It is understood and agreed that for purposes of preparing the quarterly and annual financial statements described in this Annex C and calculating compliance with any covenant contained in this Annex C (including with respect to the Value of the initial Collateral as of the Settlement Effective Date, the Disposition Condition and the HoldCo Distribution Condition), asset valuations shall be determined in all material respects in a manner that is reasonably consistent with the valuation methodologies used by Huron Consulting Services LLC to prepare the Effective Date Net Asset Report and in accordance with this Section 1.05. Notwithstanding the foregoing, (i) all asset valuations (including with respect to the initial Collateral as of the Settlement Effective Date, the Disposition Condition and the HoldCo Distribution Condition) shall exclude any contingent liabilities (including tax liabilities and inchoate claims but, for the avoidance of doubt, guarantees of Indebtedness for Borrowed Money shall be counted in the determination of asset values) and, for the avoidance of doubt, any claims for refunds of estimated taxes that might be payable to a Second Tier Obligor but for an election under Section 643(g) of the Code to treat the payment of such estimated taxes made by such Second Tier Obligor as a payment of estimated taxes made by such Second Tier Obligor’s beneficiary or beneficiaries, (ii) the Second Tier Obligor may exclude any asset in their

sole discretion when calculating compliance with the Disposition Condition and the HoldCo Distribution Condition, (iii) with respect to the valuation of assets consisting of Equity Interests that are listed or quoted for trading on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, OTC Bulletin Board or any other national securities exchange, the “value” thereof shall be based on the arithmetic average of the closing price of a share of such Equity Interests for the ten (10) consecutive trading days on which shares of such Equity Interests traded immediately preceding the date of determination and (iv) all asset valuations shall exclude any Obligations under the Settlement Agreement. In determining asset valuation as of any date of determination, other than in the case of cash, cash equivalents or other assets for which market quotations are readily available and may be determined on such date of determination, the Second Tier 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 statement are available as of such date of determination or, if no such quarterly valuation exists, then the most recent valuation used by the trustees of the Second Tier Obligors to maintain the Second Tier Obligors’ books and records.

ARTICLE II. COLLATERAL MATTERS

Section 2.01 Security; Security Documents.

(a) As credit support for, and to secure the prompt payment and performance of, the Obligations of Group 4 under the Settlement Agreement, the Second Tier Obligors shall, on or before the Settlement Effective Date, grant a perfected first priority security interest in and Lien on all of its right, title and interest in the Collateral in favor of and for the benefit of the Secured Party (including, without limitation, 100% of the Equity Interests in each Asset HoldCo and any Cash Collateral Accounts).

(b) Without limiting the generality of clause (a) of this Section 2.01, on the Settlement Effective Date, the Secured Party shall have a perfected first priority security interest in and Lien on 100% of the Equity Interests of each Asset HoldCo, which Asset HoldCos shall have and own assets with a fair market Value equal to or greater than \$200,000,000.

(c) Subject to the rights of the Secured Party under Sections 4.01 and 4.02, the security interests and Liens created in respect of the Collateral shall be created under the laws of the State of New York by execution by the Second Tier Obligors of the Pledge Agreement and shall be perfected (i) by the filing of a UCC financing statement in the jurisdiction of organization of the Pledgors, (ii) by the delivery to the Secured Party of certificates or other instruments (if any) representing the Equity Interests of an Asset HoldCo), together with stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank and (iii) in the case of the security interest in the Equity Interests of an Asset HoldCo in the form of uncertificated securities under Article 8 of the UCC, by the execution of an uncertificated securities control agreement.

(d) The Pledgors shall promptly and duly take, execute, acknowledge and deliver (and shall cause the Asset HoldCos to cause to be promptly and duly taken, executed, acknowledged and delivered) such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and this Annex C, including such actions necessary to establish, create, preserve, protect, perfect, and maintain perfection and priority of a first priority security interest in and Lien on the Collateral in favor of and for the benefit of the Secured Party (including after-acquired Collateral), in each case in a manner consistent with this Annex C (including Section 2.01(c) hereof) and to enable the Secured Party to exercise any and all remedies in respect thereof. The Pledgors hereby authorize the Secured Party to file amendments (after notice to the Pledgors of the form and substance of such

amendments), renewals or extensions of any UCC financing statements (or similar filings in other jurisdictions) filed in accordance with this Annex C as may be necessary or appropriate to prevent the lapse or termination thereof, or to maintain the perfection and priority of the Secured Party's security interests in accordance herewith.

Section 2.02 Cash Collateral Accounts.

(a) As additional credit support for, and to secure the prompt payment and performance of, the Obligations of Group 4, at any time following the Settlement Effective Date, any Second Tier Obligor may establish and fund a Cash Collateral Account in such Obligor's discretion. In furtherance of the foregoing, each Cash Collateral Account Pledgor hereby grants to the Secured Party, as collateral security for the prompt and complete payment or performance in full when due (whether by required payment, prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or any similar provision of any other bankruptcy, insolvency, receivership or other similar law) of all Obligations of Group 4 under the Settlement Agreement, a first priority security interest in, and Lien on, all of the Cash Collateral Account Pledgor's right, title and interest in, to and under, the Cash Collateral Accounts, and all assets or amounts held therein or credited thereto, in each case, whether now owned or hereafter acquired, and all products and proceeds thereof. Such security interest and Lien of the Secured Party shall be perfected by means of entry into, and each Cash Collateral Account shall at all times be subject to, a Control Agreement with the Account Bank in favor of the Secured Party, which Control Agreements shall (i) give sole dominion and control over the Cash Collateral Accounts and all assets or amounts held therein or credited thereto to the Secured Party, (ii) provide that the applicable Obligor shall not be entitled to make withdrawals or otherwise provide direction or instructions to the Account Bank or otherwise with respect to the Cash Collateral Accounts or the assets or amounts held therein or credited thereto and (iii) be in the form required by the Account Bank and in form and substance reasonably acceptable to the MDT and the Secured Party.

(b) Notwithstanding any other provisions set forth herein, the applicable Cash Collateral Account Pledgor shall not be permitted to (i) transfer (or direct the transfer of) the Cash Collateral Accounts or the assets or amounts held therein or credited thereto except to make investments in Cash Equivalents that are held in such Cash Collateral Account and withdrawals permitted under Section 2.03 (and for account bank fees and other reasonable and customary expenses of maintaining the Cash Collateral Accounts, excluding income Taxes other than Taxes on income from and gains on investments held therein to the extent such income or gains accrued after the later of (x) the date that is thirty (30) days prior to the Settlement Effective Date and (y) the date such assets were deposited therein) or (ii) maintain any assets in the Cash Collateral Accounts other than cash or Cash Equivalents.

Section 2.03 Withdrawals. Notwithstanding anything to the contrary set forth in this Annex C, withdrawals, payments and other transfers from the Cash Collateral Accounts shall be permitted (and effected by written instruction of the Secured Party to the Account Bank in accordance with the Control Agreements) at the written direction of the Cash Collateral Account Pledgors to the Secured Party (which direction shall include a certification of the satisfaction of the conditions to such withdrawal set forth in this Section 2.03), if and only to the extent (x) the Value of the assets remaining in the Cash Collateral Accounts of Group 4 (after giving effect to such withdrawal, payment or other transfer) is not less than the Remaining Amount of Group 4 on such date of determination after giving effect to any withdrawn amount from the Cash Collateral Accounts on the date of determination, (y) no Breach or Breach Trigger has occurred and is continuing and (z) as otherwise provided in the last sentence of Section 2.02. Upon the occurrence, and during the continuance, of an Enforcement Event with respect to Group 4, notwithstanding anything to the contrary in this Section 2.03, the Secured Party may make withdrawals from the Cash Collateral Accounts and/or direct dispositions of the Cash Collateral Accounts and the

assets or amounts held therein or credited thereto in accordance with the terms of the Control Agreements, the applicable Security Documents, the Settlement Agreement and applicable Law and apply such amounts as set forth in Section 7.01 below.

Section 2.04 Tax Matters.

(a) Before the Settlement Effective Date, each Second Tier Obligor shall provide (and the Pledgors shall cause the Asset HoldCos to provide) a duly completed and executed IRS Form W-9 or Form W-8 (or any successor forms), as applicable, to the Secured Party and shall provide an updated IRS Form W-9 or Form W-8 within thirty (30) days if any certification on a previously-provided IRS Form W-9 or Form W-8 becomes incorrect or as otherwise required under applicable Law, and from time to time upon the reasonable request of the Secured Party. Each Second Tier Obligor shall provide (and the Pledgors shall cause the Asset HoldCos to provide) any other tax forms or certifications that the Secured Party may reasonably request and which it is lawfully able to provide to permit the Secured Party to comply with any tax withholding or reporting requirements prescribed by applicable Law.

(b) Each Second Tier Obligor shall provide (and the Pledgors shall cause the Asset HoldCos to provide) to the purchaser of any Collateral, or such purchaser's designated agent(s), upon the reasonable request of such purchaser or such purchaser's designated agent(s), (i) a duly completed and executed IRS Form W-9 or IRS Form W-8 (or any successor forms), as applicable, and (ii) any other tax forms or certifications that are necessary and appropriate in order to minimize amounts required to be withheld, set off or otherwise deducted for any taxes in connection with any sale of such Collateral.

Section 2.05 New Pledgor; Additional Collateral.

(a) Upon the occurrence of any event after the Settlement Effective Date that requires any Person to grant a security interest in and Lien on its assets pursuant to this Annex C or any Security Document, (x) the applicable Second Tier Obligor party to such transaction shall deliver notice to the MDT and (y) within forty-five (45) days of such event (or such longer period as may be agreed to in writing by the MDT), such Second Tier Obligor shall (and, if applicable, shall cause any new pledgor to) (I) execute and deliver to the MDT such amendments or supplements to the relevant Security Documents as required thereby or such other documents or agreements required by this Annex C or any Security Document to grant to the Secured Party a perfected first-priority security interest in and a Lien on the assets that constitute or are required to constitute Collateral and (II) take all actions to cause such security interest and Lien to be duly perfected as required by and in accordance with the Security Documents and this Annex C.

(b) Upon the acquisition of additional Equity Interests of an Asset HoldCo and/or any other assets that constitute or are required to constitute Collateral under this Annex C or any Security Document, in each case, that are not automatically secured and perfected pursuant to the Security Documents (including filed UCC financing statements), (x) the applicable Second Tier Obligor shall deliver notice to the MDT and (y) within forty-five (45) days of such acquisition, the applicable Second Tier Obligor shall (I) execute and deliver to the MDT such amendments or supplements to the relevant Security Documents as required thereby or such other documents or agreements required by this Annex C or any Security Document to grant to the Secured Party a perfected first-priority security interest in and a Lien on such Collateral and (II) take such other actions to cause such security interest and Lien to be duly perfected as required by and in accordance with the Security Documents and this Annex C (including, for the avoidance of doubt, delivery of any certificated securities or uncertificated securities control agreements, if applicable, as described in Section 2.01(c)).

(c) Upon the reasonable request of the MDT, the applicable Second Tier Obligor shall deliver opinions of counsel in connection with the transactions described in clauses (a) and (b) of this Section 2.05 and the agreements required to be executed thereby, (x) as to the corporate and/or trustee authority of the relevant Second Tier Obligor to enter into such agreements, in form and substance consistent with the opinions delivered by the Second Tier Obligors on the Settlement Effective Date (or otherwise reasonably acceptable to the MDT) and (y) as to the creation, perfection and enforceability of the relevant security interest with respect to the Collateral, in form and substance reasonably acceptable to the MDT.

ARTICLE III.
SECOND TIER OBLIGOR AFFIRMATIVE COVENANTS

Each Second Tier Obligor warrants, covenants and agrees with the MDT (subject to the last paragraph of Article IV) that such Second Tier Obligor shall, and shall cause its Asset HoldCos to:

Section 3.01 Financial Statements, Reports.

(a) Furnish to the MDT, within ninety (90) days following the end of each six-month period, commencing with the sixth-month period ending on the first December 31 or June 30 (as applicable) immediately following the Settlement Effective Date, (i) unaudited balance sheets of such Second Tier Obligor in a form consistent with reporting prepared in the ordinary course of trust administration by or on behalf of the trustees for such Group (with omission and/or redaction of any Protected Information; (ii) a compliance certificate (substantially consistent with the form attached as Exhibit B hereto) stating that such Second Tier Obligor is in compliance with the covenants applicable to such Second Tier Obligor, (iii) statements and other reporting with respect to the fair market Value of the Collateral that was received from third parties by such Second Tier Obligor and/or Asset HoldCo during such period, as applicable, and consistent with past practice (with omission and/or redaction of any confidential information), and (iv) in the case of the Cash Collateral Account Pledgors, a reporting of the balance of cash and Cash Equivalents held in the Cash Collateral Accounts, in form reasonably satisfactory to the MDT;

(b) Furnish to the MDT, together with the compliance certificate delivered under Section 3.01(a)(ii) above relating to the period including December 31 of any calendar year, a certification that the Secured Party's security interests in and Liens on the Collateral remain perfected in accordance with the Security Documents as of a date not more than thirty-one (31) days prior to the date of such certificate and a supplement to the Perfection Certificate (if applicable) setting forth any change or update to the information set forth therein since the Settlement Effective Date (or the date of the last such supplement, if applicable);

(c) Furnish to the MDT prompt written notice of any change, event, effect or occurrence that would reasonably be expected to have a material adverse effect on the creation, preservation, perfection, priority or maintenance of the perfection (or validity) of the security interest granted over the Collateral, the financial condition of any Second Tier Obligor within Group 4 or the ability of the MDT or any other Secured Party to exercise and enforce its rights under the Security Documents with respect to such obligor, but in any event within thirty (30) days thereof (and within twenty (20) days before perfection lapses), which notice shall describe such change, event, effect or occurrence and reasonably detail the expected material adverse effect;

(d) Furnish to the MDT, in the event of any change in a Pledgor's or Asset HoldCo's (A) trustee(s) or the legal or organization name, (B) location of its chief executive office or principal place of business or administration (or, if applicable, in the location of the chief executive office, principal place

of business or residence of any trustee of a Pledgor), (C) organizational type, (D) federal taxpayer identification number or organizational identification number, if any, or (E) jurisdiction of organization (or in the case of a trust, administration or governing law) (in each case, including by merging with or into any other entity, reorganizing, dissolving, dividing into two or more trusts, “decanting” in further trust by reason of the exercise of any power of appointment (held in a fiduciary capacity or otherwise), liquidating, reorganizing or organizing in any other jurisdiction), the applicable Second Tier Obligor shall (x) deliver prompt written notice of such change (and in any event, at least ten (10) days prior to the occurrence) and (y) take all actions necessary to maintain (without lapse or change in priority) the validity, perfection and priority of the security interests provided for in the Security Documents and reimburse the Secured Party for any reasonable, documented, out-of-pocket costs and expenses incurred by it in connection therewith; and

(e) Make the appropriate subject matter experts available for consultation in connection with information provided under the above information covenants; provided that the MDT will not request consultation more than one (1) time within any 12-month period.

Section 3.02 Preservation of Existence. (a) Preserve, renew and maintain its jurisdiction of administration and governing law jurisdiction as set forth in the Perfection Certificate (as updated from time to time subject to Section 3.01(d) and the other provisions of this Annex C) and (b) in the case of an Asset HoldCo and trustees that are not natural persons of each Second Tier Obligor, preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization.

Section 3.03 Compliance with Laws. Comply with the requirements of all applicable Laws and all orders, writs, injunctions and decrees of any Governmental Authority applicable to it or the trust property and the administration thereof (or, to the extent applicable, the business of the trust company) except to the extent non-compliance could not reasonably be expected to have a Material Adverse Effect.

Section 3.04 Books and Records. Maintain proper books of record and account in a manner consistent with past practice in all material respects.

Section 3.05 Tax Payments. Pay and discharge promptly all Taxes before the same shall become delinquent or in default; provided that such payment and discharge shall not be required with respect to (a) Taxes being contested in good faith by appropriate proceedings as long as any such contested Taxes determined to be due shall be paid no later than the earlier of (i) sixty (60) days following the date on which such determination (within the meaning of Section 1313(a) of the Code for U.S. federal income taxes and by analogy for other Taxes) becomes final and non-appealable and (ii) the date on which the relevant taxing authority has the legal right to seize, or force a sale of, the property of a Second Tier Obligor or Asset HoldCo in full or partial satisfaction of such contested Taxes; provided that the existence of such legal right is known, or reasonably should have been known to, such Second Tier Obligor or Asset HoldCo, or (b) Taxes the non-payment of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 3.06 Tax Returns. Timely (after taking into account any applicable extensions) file all material IRS Forms 8886 (or any successor forms) and any analogous tax forms for U.S. state income tax purposes, in each case that are required by Law to be filed with respect to any transaction to which it is a party that it knew, or reasonably should have known, is a “listed transaction” identified as such by the Internal Revenue Service under Section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b)(2) (other than any such transaction described in Section 4.07(ii)) in a manner that is true, accurate and complete in all material respects.

Section 3.07 Confession of Judgment. In respect of each Second Tier Obligor, execute a confession of judgment in form and substance reasonably satisfactory to the MDT (the “**Confession of Judgment**”) with respect to the Obligations of such Second Tier Obligor under the Settlement Agreement (assuming the maximum amount that may be owed by Group 4 under the Settlement Agreement and Security Documents), together with all supplements (or, if so required, new confessions of judgment consistent in scope to the original Confessions of Judgment) that are necessary to maintain the effectiveness and validity of any such Confession of Judgment.

ARTICLE IV.
SECOND TIER OBLIGOR NEGATIVE COVENANTS

Each Second Tier Obligor warrants, covenants and agrees with the MDT (subject to the last paragraph of this Article IV) that no such Second Tier Obligor shall, nor shall it cause or permit any Asset HoldCo owned by the applicable Second Tier Obligor to:

Section 4.01 Limitations on Transfers.

(a) In the case of each Second Tier Obligor, Dispose of any assets or properties to any Person, whether directly or indirectly, unless such Disposition (i) is to (A) another Second Tier Obligor or (B) the Third Tier Obligor (subject, in the case of this clause (B), to the satisfaction of the HoldCo Distribution Condition at such time if (after giving effect to such Disposition) the aggregate amount in the relevant calendar year of all such Dispositions under this clause (B) and all Distributions (or other payments) under clause (B) of Section 4.02 would collectively exceed \$5,000,000), (ii) is a Distribution permitted by Section 4.02, (iii) is in an amount not to exceed an amount such that the Disposition Condition is satisfied at such time after giving pro forma effect to such Disposition; provided that in the case of this clause (iii), the HoldCo Distribution Condition is satisfied at such time, or (iv) is for reasonably equivalent value (and in the case of an in-kind exchange, taking into account any differences in the amount of tax that may be payable on the built-in gain (as determined for tax purposes of the applicable tax jurisdiction) associated with the assets or properties disposed of, as of immediately prior to such Disposition, and any assets or properties received in such Disposition); provided that (A) with respect to any transaction or series of related transactions relying on clause (iii) above involving aggregate consideration in excess of \$10,000,000, such Second Tier Obligor delivers to the MDT a written opinion by an Independent Financial Advisor stating that such transaction or series of related transactions complies with this Section 4.01(a) and (B) any Disposition of the Equity Interests of an Asset HoldCo permitted under this Section 4.01(a) shall require entry into equivalent security and perfection arrangements reasonably acceptable to the Secured Party (and, in the case of proceeds consisting of Equity Interests of an Asset HoldCo, consistent with Section 2.01) to continue the first priority perfected security interest in and Lien on (x) the proceeds thereof or any Equity Interests acquired in connection therewith (in each case without lapse or change in priority) or (y) the Equity Interests of such Asset HoldCo in the case of a Disposition to another member of Group 4; provided, further, that in the case of the Cash Collateral Account Pledgors, the foregoing shall not apply to Dispositions of the Cash Collateral Accounts and the assets and amounts held therein or credited thereto, which transaction shall be subject to the restrictions on withdrawals described in Section 2.03 of this Annex C.

(b) In the case of an Asset HoldCo, Dispose of or make payment or distribution of assets to any Person (whether to a member of Group 4 or otherwise), whether directly or indirectly, unless (i) such transaction or series of related transactions is for reasonably equivalent value (which, for the avoidance of doubt, shall not include payments under the Settlement Agreement) (and in the case of an in-kind exchange, taking into account any differences in the amount of tax that may be payable on the built-in gain (as determined for tax purposes of the applicable tax jurisdiction) associated with the assets or properties disposed of, as of immediately prior to such Disposition, and any assets or properties received

in such Disposition); provided that with respect to any transaction or series of related transactions involving aggregate consideration in excess of \$10,000,000, the applicable Second Tier Obligor delivers to the MDT a written opinion, in form and substance reasonably satisfactory to the MDT, by an Independent Financial Advisor stating that such transaction or series of related transactions complies with this Section 4.01(b); provided, further, that with respect to any exchange of assets among an Asset HoldCo and a Second Tier Obligor or the Third Tier Obligor (or any Related Party), the assets received by such Asset HoldCo must be of at least substantially equivalent liquidity to the assets exchanged by such Asset HoldCo; (ii) the HoldCo Distribution Condition shall be satisfied after giving pro forma effect to such transaction or series of related transactions; (iii) such transaction or series of related transactions is a cash distribution by an Asset HoldCo to a Pledgor (A) to pay HoldCo Taxes or (B) to pay other expenses (other than income taxes) of (or attributable to the ownership of) such Asset HoldCo and its operations or (iv) such transaction or series of related transactions does not involve consideration in excess of \$100,000 per calendar year.

Section 4.02 Limitations on Distributions. In the case of each Second Tier Obligor, make any Distributions or other payments to, or for the use of, any Person (including any beneficiaries of Second Tier Obligors that are Trusts) that is not (A) a Second Tier Obligor or (B) the Third Tier Obligor (subject, in the case of this clause (B), to the satisfaction of the HoldCo Distribution Condition at such time if (after giving effect to such Distribution or other payment) the aggregate amount in the relevant calendar year of all such Distributions (or other payments) under this clause (B) and all Dispositions under clause (B) of Section 4.01(a) would collectively exceed \$5,000,000), in each case whether directly or indirectly; provided that (i) the Second Tier Obligors and any beneficiaries of the Second Tier Obligors shall be permitted to use (other than for Dispositions) residential real estate, art and collectibles and other tangible personal use property (but, for the avoidance of doubt, excluding cash, cash equivalents, securities or other financial assets), in each case (x) in the ordinary course, (y) in the case of beneficiaries, not for commercial purposes and (z) solely to the extent such use does not deplete the value of such property (ordinary course wear and tear excepted) and (ii) any Distribution or other payment of the Equity Interests of an Asset HoldCo to another Person within Group 4 permitted under this Section 4.02 shall require entry into equivalent security and perfection arrangements reasonably acceptable to the Secured Party (and, in the case of proceeds consisting of Equity Interests, consistent with Section 2.01) to continue the first priority perfected security interest in and Lien on (A) the proceeds thereof (including any Equity Interests acquired in connection therewith) (in each case without lapse or change in priority) and (B) the Equity Interest of such Asset HoldCo in the case of a Distribution or other payment of such Equity Interests to another Person within Group 4. For the avoidance of doubt, (x) any Disposition by an Asset HoldCo to the beneficiaries of its related Second Tier Obligor shall be deemed to constitute a Distribution by such Second Tier Obligor and shall be subject to this Section 4.02 and (y) in the case of the Cash Collateral Account Pledgors, the foregoing shall not apply to Distributions from the Cash Collateral Accounts and the assets and amounts held therein or credited thereto, which transactions shall be subject to the restrictions on withdrawals described in Section 2.03 of this Annex C.

Section 4.03 Related Party Transactions. Enter into any transaction or series of related transactions, whether directly or indirectly, with any Related Party other than (a) in the case of a Second Tier Obligor, transactions with other Second Tier Obligors or the Third Tier Obligor; *provided, however* that, no such transaction with the Third Tier Obligor shall have an adverse effect on the Value of the assets of such Second Tier Obligor, (b) Existing Related Party Loans (and performance of obligations thereunder), (c) Dispositions permitted by Section 4.01, (d) Distributions permitted by Section 4.02, (e) entry into the Settlement Agreement (including this Annex C) and the Security Documents and the transactions required or expressly permitted thereby to be entered into with any Related Party (and performance of the obligations thereunder), (f) any transaction or series of related transactions on terms no less favorable to such Second Tier Obligor or Asset HoldCo than those that would have been obtained

in a comparable transaction on an arm's-length basis with a Person other than a Related Party and (g) solely in the case of an Asset HoldCo, any transaction or series of related transactions if, after giving pro forma effect thereto, the HoldCo Distribution Condition shall be satisfied; provided that with respect to any transaction or series of related transactions relying on clause (f) above involving aggregate consideration in excess of \$10,000,000, such Second Tier Obligor or Asset HoldCo shall deliver to the MDT a written opinion by an Independent Financial Advisor stating that such transaction or series of related transactions complies with this Section 4.03(f); provided, further, that the Second Tier Obligors and any beneficiaries shall be permitted to use (other than for Dispositions) residential real estate, art and collectibles and other tangible personal use property (but, for the avoidance of doubt, excluding cash, cash equivalents, securities or other financial assets), in each case (x) in the ordinary course, (y) in the case of beneficiaries, not for commercial purposes and (z) solely to the extent such use does not deplete the value of such property (ordinary course wear and tear excepted).

Section 4.04 Indebtedness and Liens. Incur, create, assume or permit or cause to exist, directly or indirectly, any Indebtedness for Borrowed Money, or incur, create, assume or grant or cause or (in the case of any consolidations, mergers or divisions otherwise permitted hereunder) suffer to exist, any Lien on any of its property or assets, except for:

(a) Liens created by the Security Documents (it being understood that (x) the payment Obligations arising out of the Settlement Agreement and Security Documents do not constitute Indebtedness for Borrowed Money for purposes of this covenant and (y) the Security Documents shall not permit any Liens to secure Indebtedness for Borrowed Money);

(b) Indebtedness for Borrowed Money and Liens incurred for the purpose of investments of such party to the extent incurred in the ordinary course of business and consistent with past practices;

(c) Indebtedness for Borrowed Money that constitutes purchase money indebtedness (and Liens securing such purchase money indebtedness) incurred in connection with the acquisition of assets (including real estate) so long as (x) any such Liens are limited solely to the assets being acquired and the proceeds thereof and (y) such assets being acquired are acquired and remain owned by the Second Tier Obligor or Asset HoldCo incurring such purchase money indebtedness;

(d) In the case of an Asset HoldCo, any Indebtedness for Borrowed Money or Liens if, after giving pro forma effect to the incurrence of such Indebtedness for Borrowed Money or Liens, the HoldCo Distribution Condition shall be satisfied;

(e) Indebtedness for Borrowed Money consisting of Existing Related Party Loans;

(f) Liens for Taxes that are not yet delinquent, that are being contested in accordance with Section 3.05(a) or the non-payment of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect;

(g) Carrier's, warehousemen's, mechanics', landlords', materialmen's, repairmen's or other Liens arising by operation of law in the ordinary course of business;

(h) Easements, rights-of-way, building, zoning and similar restrictions, utility agreements, covenants, reservations, restrictions, encroachments, charges, and other similar encumbrances or title defects incurred, or leases or subleases granted by or to others, in the ordinary course of business, which do not in the aggregate materially interfere with the ordinary use of property;

(i) Liens over deposit, securities, brokerage or similar accounts securing obligations (other than Indebtedness for Borrowed Money) to the relevant bank or intermediary incurred in the ordinary course of business;

(j) Other Indebtedness for Borrowed Money in an amount not exceeding \$3,000,000 outstanding in the aggregate at any time;

(k) Liens securing obligations not exceeding \$3,000,000 outstanding in the aggregate at any one time;

(l) Indebtedness for Borrowed Money in existence on the Financial Information Record Date and disclosed in the Effective Date Net Asset Report, and extensions, refinancings, renewals and replacements thereof; provided that the aggregate principal amount thereof does not exceed the amount disclosed and outstanding as of such date other than for accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement thereof; and

(m) Liens in existence on the Financial Information Record Date and disclosed in the Effective Date Net Asset Report; provided that (i) such Liens secure only those obligations secured on the Settlement Effective Date and extensions, refinancings, renewals and replacements thereof that do not increase the outstanding principal amount thereof other than for accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the extension, refinancing, renewal or replacement thereof, and (ii) such Liens do not extend to any other property or asset other than the property or assets securing such obligations on the Settlement Effective Date and the proceeds or products thereof.

Section 4.05 Other Transactions. Enter into any transaction or series of related transactions or agreement, in each case, whether directly or indirectly, that would materially restrict or impair its ability to Dispose of or otherwise liquidate a material portion of its assets and properties (excluding (a) as required under the Settlement Agreement and the Security Documents and (b) transfer or assignment restrictions under or in respect of investments or contracts in each case entered into in the ordinary course of business so long as such restrictions relate to such agreement and the assets covered thereby).

Section 4.06 Mergers and Consolidations. Consolidate, merge, amalgamate, divide or Dispose of all or substantially all of its assets, taken as a whole, in any one transaction or series of transactions, to any other Person unless (i) the resulting, surviving or transferee Person (the “**successor**”) is either the applicable Payment Party or expressly assumes by separate agreement satisfactory to the MDT all of such Payment Party’s Obligations under the Settlement Agreement and the Security Documents (and, in the event that the Second Tier Obligor or Asset HoldCo party to such consolidation, merger, amalgamation, division, or Disposition is not the surviving or transferee Person, such surviving or transferee Person shall be deemed to be a Second Tier Obligor or Asset HoldCo for all purposes under the Settlement Agreement (including this Annex) and the Security Documents), (ii) such consolidation, merger, amalgamation, division or Disposition shall not have the effect of rendering any Liens of the Secured Party on the Collateral invalid, unenforceable or unperfected; (iii) the successor takes any and all steps as are necessary to maintain the Secured Party’s perfected first priority security interest in the Collateral (without lapse or change in priority); (iv) the applicable trust/trustee or entity delivers to the MDT opinions of counsel, in form and substance reasonably acceptable to the MDT, stating that any consolidation, merger, amalgamation, division or Disposition referred to in this covenant complies with the provisions of this covenant and that all conditions precedent provided herein relating to such transactions have been complied with and (v) the applicable trustee of any resulting trust(s) has delivered a Trust Certification to the MDT in respect of such trust that includes an additional confirmation that the

resulting trust(s) were funded in accordance with the terms of the original trusts' governing instrument that apply in default of the exercise of any power of appointment and (vi) each Assuring Party who is a Power Holder with respect to the resulting trust(s) has delivered a Further Assurances Undertaking to the MDT to the extent they have not already provided such Further Assurances Undertaking.

Section 4.07 Listed Transactions. Be a party to any transaction that it knew, or reasonably should have known, is a Listed Transaction as of the earlier of (x) the time it entered into the transaction or (y) the time it entered into a binding commitment to enter into the transaction; provided that, for purposes of this covenant, (i) the Plan and Settlement Agreement and the payments and transactions contemplated thereby shall not be taken into account and (ii) no Second Tier Obligor or Asset HoldCo shall be treated as a party to a Listed Transaction that is entered into by any collective investment vehicle or other entity if (A) such entity is managed by a professional investment advisor that is unaffiliated with such Second Tier Obligor or Asset HoldCo, as applicable (or any of its Related Parties) and (B) such Second Tier Obligor or Asset HoldCo, as applicable (together with any of its Related Parties) does not have dominion and control over the entity's investment decisions.

Section 4.08 Amendments or Waivers of Organizational Documents. Agree to or otherwise give effect to any amendment, restatement, supplement or other modification to, or waiver of, any Second Tier Obligor's or Asset HoldCo's organizational documents (including trust documentation) after the Settlement Effective Date, in each case, to the extent the same (a) adds to the beneficiaries of a Second Tier Obligor other than by adding a charity, former beneficiary, the spouse of a current or former beneficiary or by reason of the exercise of a power of appointment by a Person other than the trustee of such Second Tier Obligor (acting in such Person's capacity as trustee (and not in its own individual or personal capacity)) or (b) would reasonably be expected to materially and adversely affect the interests of the MDT (including without limitation, with respect to the perfection and/or priority of any Secured Party's security interest in the Collateral) or the ability of the applicable Second Tier Obligor or Asset HoldCo to perform its Obligations under the Settlement Agreement and Security Documents and otherwise pay the applicable Full Outstanding Settlement Amount, in each case as to matters covered by this clause (b), without obtaining the prior consent of the MDT to such amendment, restatement, supplement or other modification or waiver; provided that any such amendment, restatement, supplement or modification shall maintain the Secured Party's perfected first priority security interest in the Collateral (without lapse or change in priority).

Section 4.09 Business Activities. In the case of an Asset HoldCo, engage in any business activities other than holding and dealing in its assets and investments consistent with past practice.

Section 4.10 Change in Trustees. In the case of Second Tier Obligors that are Trusts:

(a) Cause or suffer to exist any change in the trusteeship without the prior written consent of MDT; and

(b) Recognize the appointment of (including without limitation by granting control over any trust asset to) any additional or replacement trustee, unless and until such additional or replacement trustee (x) becomes a party to the Settlement Agreement and the Security Documents in its capacity as such trustee and thereby confirms and agrees that such trustee is bound by the terms and provisions of the Settlement Agreement and the Security Documents (as applicable), (y) such additional or replacement trustee is approved by the Jersey Court (in the case of trusts organized under the laws of Jersey) and delivers an updated Trust Certification and (z) all steps that are necessary to maintain the perfected first priority security interest of the Secured Party in the Collateral (without lapse or change in priority) shall have been taken.

Notwithstanding anything to the contrary in this Annex C, (x) the Second Tier Obligors and Asset HoldCos shall be permitted to pay reasonable expenses (including Taxes on income from and gains on investments) in connection with their operation and their compliance with the Settlement Agreement and Security Documents and related matters (and an Asset HoldCo may make distributions to a Pledgor to pay such amounts; provided that such amounts are not paid from the Cash Collateral Accounts (other than amounts permitted to be paid therefrom pursuant to Section 2.03) and no amounts shall be permitted to be distributed under this clause (x) with respect to Taxes other than amounts permitted to be distributed under Section 4.01(a)(ii)) and (y) each Second Tier Obligor and Asset HoldCo shall be permitted to continue to pursue investment strategies and use investment techniques generally consistent with past practice or consistent with standard practice in the investment management and/or financial services industries, in each case to the extent such strategies and investment techniques are not inconsistent with the limitations set forth in Sections 4.01, 4.02, 4.03, 4.04, and 4.06 above.

ARTICLE V. THIRD TIER OBLIGOR COVENANTS

Section 5.01 Confession of Judgment. The Third Tier Obligor shall execute a Confession of Judgment with respect to its Obligations under the Settlement Agreement (assuming the maximum amount that may be owed by the Payment Group of such Third Tier Obligor under the Settlement Agreement and Security Documents), together with all supplements (or, if so required, new confessions of judgment consistent in scope to the Confessions of Judgment) that are necessary to maintain the effectiveness and validity of any such Confession of Judgment.

Section 5.02 Third Tier Obligor Negative Covenants. The Third Tier Obligor warrants, covenants and agrees with the MDT that, so long as the Settlement Agreement shall remain in effect, it shall not:

(a) Other Transactions. Enter into any transaction or series of related transactions or agreements that would materially restrict or impair its ability to Dispose of or otherwise liquidate a material portion of its assets and properties (excluding (a) as required under the Settlement Agreement and the Security Documents and (b) transfer or assignment restrictions under or in respect of investments or contracts entered into in the ordinary course of business so long as such restrictions relate to such agreement and the assets covered thereby).

(b) Limitations on Transfers. Dispose of assets to any other Person unless such Disposition is for reasonably equivalent value, as applicable; provided that that with respect to any transaction or series of related transaction involving aggregate consideration in excess of \$5,000,000, the Third Tier Obligor delivers to the MDT a written opinion by an Independent Financial Advisor stating that such transaction or series of related transactions complies with this covenant; provided, further, that this clause (b) shall not apply to (x) taxable gifts within the meaning of IRC Section 2501 made to Second Tier Obligors in an aggregate amount during the term of the Settlement Agreement not to exceed the lesser of (A) the unused portion of the Third Tier Obligor's U.S. Federal Unified Tax Credit as of the Settlement Effective Date and (B) the amount of the unused portion of the Third Tier Obligor's U.S. Federal Unified Tax Credit applicable as of the date of any such taxable gift, (y) transfers of assets, in an amount not exceeding \$500,000 per calendar year and (z) transfers of assets involving aggregate consideration in an amount not to exceed an amount such that the Disposition Condition is satisfied at such time after giving pro forma effect to such transfer; provided that in the case of clause (z), the HoldCo Distribution Condition is satisfied at such time; provided, further, that for purposes of this clause (y), payment of any transfer tax imposed other than by reason of death (including U.S. Federal gift or generation-skipping transfer tax or non-U.S. Federal transfer tax and interest and penalties, if any, on any of the foregoing) shall be treated as a transfer of assets for purposes of this clause (y) made in the year of payment. For purposes of this

clause (b), the term “U.S. Federal Unified Tax Credit” means the amount, if any, which the Third Tier Obligor may gift free of U.S. Federal gift tax imposed on taxable gifts under IRC Section 2501 by reason of IRC Section 2010(c)(2), (i) taking into account all prior gifts of the Third Tier Obligor, (ii) determined after giving effect to any effective election to split gifts under IRC Section 2513 and after giving effect to the prior use and continued availability of any deceased spousal unused exclusion amount under IRC Section 2010(c)(2)(B), and (iii) for purposes of sub-clause (A) taking into account, on an annual basis, the inflation adjustment determined pursuant to IRC Section 2010(c)(3)(B) to the basic exclusion amount under IRC Section 2010(c)(3)(A) and (C) (except that in calculating such inflation adjustment, the basic exclusion amount shall be treated as being the lesser of such amount in effect as of the Settlement Effective Date and such amount in effect as of the date of any such taxable gift).

Section 5.03 Third Tier Obligor Reporting. Within thirty (30) days after the end of each fiscal year, the Third Tier Obligor shall provide to the MDT an annual compliance certificate stating that the Third Tier Obligor is in compliance with the covenants applicable to it and certifying whether the Value of such Person’s personal net assets as of the end of such fiscal year as determined by Section 1.05 is equal to or greater than \$50,000,000.

ARTICLE VI. ADDITIONAL CONDITIONS PRECEDENT

Section 6.01 Additional Conditions Precedent to Settlement Effective Date. In addition to the conditions set forth in Section 10.01 of the Settlement Agreement, the occurrence of the Settlement Effective Date shall be subject to the satisfaction (or waiver by the Parties in accordance with Section 10.01 of the Settlement Agreement) of the following conditions:

(a) The MDT (or its counsel) shall have received a duly executed copy of the Pledge Agreement;

(b) The MDT (or its counsel) shall have received UCC-1 financing statements in a form prepared for filing in the jurisdiction of organization of the Pledgors and otherwise in form and substance reasonably satisfactory to the MDT (or its counsel);

(c) All Equity Interests of the Asset HoldCos shall have been pledged pursuant to the Security Documents (including uncertificated securities control agreements, as applicable) and the MDT (or its counsel) shall have received all certificates or instruments, if any, representing such Equity Interests of the Asset HoldCos, accompanied by stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank;

(d) The MDT (or its counsel) shall have received the Confessions of Judgment;

(e) The MDT (or its counsel) shall have received a duly executed copy of a Perfection Certificate;

(f) The MDT (or its counsel) shall have received customary opinions of counsel in form and substance consistent with the requirements set forth in Section 8.11 of the Settlement Agreement; and

(g) The MDT (or its counsel) shall have received the Effective Date Net Assets Report and such other evidence, reasonably satisfactory to it, as to compliance with the terms set forth in Section 2.01(b) hereof.

**ARTICLE VII.
ENFORCEMENT EVENTS; REMEDIES; BREACHES**

Section 7.01 Occurrence of an Enforcement Event; Priority of Payments. Upon the occurrence, and during the continuance of, an Enforcement Event with respect to Group 4, the Secured Party shall have the right to foreclose on the Collateral, liquidate, or direct the liquidation of the Collateral in accordance with the Security Documents and otherwise exercise all rights and remedies against the Collateral as provided in (and subject to) the Settlement Agreement and the Security Documents or under applicable Law, and in each case shall apply the proceeds thereof to pay (A) first, any costs or expenses incurred by the MDT or any other Secured Party to enforce the Settlement Agreement, the Security Documents or otherwise incurred in connection with the exercise of remedies, in each case, solely with respect to Group 4, (B) second, any accrued and unpaid interest, late payment fees, other fees or other payment Obligations (other than the Full Outstanding Settlement Amount) due to the MDT under the Settlement Agreement and the Security Documents solely on account of the obligations of Group 4 and (C) third, the Full Outstanding Settlement Amount of Group 4 then outstanding under the Settlement Agreement, with any excess proceeds being retained by the relevant obligor.

Section 7.02 Death of Third Tier Obligor. In the event of the death of the Third Tier Obligor while the Obligations of Group 4 to the MDT under the Settlement Agreement are greater than zero (assuming, for such purposes, the maximum amount that may be owed by Group 4 under the Settlement Agreement and Security Documents), the payment Obligations of the Third Tier Obligor under the Settlement Agreement and the Security Documents shall remain obligations of the estate of the Third Tier Obligor, and transfers of assets from the estate of such obligor shall be restricted unless and until the Full Outstanding Settlement Amount and all other payment Obligations of Group 4 are reduced to zero (assuming, for such purposes, the maximum amount that may be owed by Group 4 under the Settlement Agreement and Security Documents); provided that any such transfer or transfers shall be permitted if the Holdco Distribution Condition is satisfied at the time of such transfer or transfers.

Section 7.03 Breaches.

(a) Each of the following shall, upon notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement, constitute a Breach Trigger and, if such Breach Trigger continues for thirty (30) or more days, shall constitute a Specified Breach with respect to Group 4:

(i) Any Second Tier Obligor or Third Tier Obligor, as applicable, fails to perform or observe any term, covenant or agreement contained in any of Sections 2.01(d), 2.02(b)(i), 2.05(a) and (b), 3.03, 3.05, 3.07 (solely with respect to the obligation to maintain regular renewals as necessary under applicable law of the Confessions of Judgment), 4.02 (other than any breach of clauses (y) or (z) of Section 4.02), 4.03 (other than any breach of clauses (y) or (z)), 4.04, 4.06, 4.08, 4.10(b), 5.01 (solely with respect to the obligation to maintain regular renewals as necessary under applicable law of the Confessions of Judgment);

(ii) Any Second Tier Obligor fails to deliver to the MDT a written opinion by an Independent Financial Advisor for any transaction or series of related transactions involving aggregate consideration in excess of \$10,000,000 in accordance with clause (A) of Section 4.01(a) or Section 4.01(b); and

(iii) Any Third Tier Obligor, as applicable, fails to deliver to the MDT a written opinion by an Independent Financial Advisor for any transaction or series of related transactions involving aggregate consideration in excess of \$5,000,000 in accordance with Section 5.02(b).

(b) The failure of any Second Tier Obligor or Third Tier Obligor, as applicable, to perform or observe any obligation to deliver any supplement to the Confessions of Judgment pursuant to Sections 3.07 or 5.01, which shall, upon notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement, constitute a Breach Trigger, and if such Breach Trigger continues for sixty (60) or more days, shall constitute a "Non-Specified Breach" with respect to Group 4.

(c) Any other breach by any Second Tier Obligor or Third Tier Obligor of any term, covenant or agreement contained in this Annex C that is not set forth in Sections 7.06(a) and (b) shall constitute a Non-Specified Breach with respect to Group 4 if not cured within thirty (30) days following notice by the MDT to the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement.

ARTICLE VIII. MISCELLANEOUS

Section 8.01 Termination. The Obligations described in this Annex C shall terminate, and all security interests granted under the Security Documents shall be automatically released and all other requirements described in this Annex C shall be extinguished, with respect to Group 4 on the date on which the Full Outstanding Settlement Amount and all other payment Obligations of Group 4 under the Settlement Agreement are paid in full in cash and reduced to \$0 (assuming, for such purposes, the maximum amount that may be owed by Group 4 under the Settlement Agreement and Security Documents); provided that such Obligations, and all security interests in connection therewith, shall be automatically reinstated if and to the extent that, for any reason, the MDT is required to disgorge, turn over, or otherwise pay any amount paid to the MDT by or on behalf of Group 4, whether as a result of any proceeding in bankruptcy or reorganization or otherwise.

Section 8.02 [Release of Collateral; Termination of Reporting; Termination of Covenants].² To the extent the Cash Collateral Account Pledgor(s) maintain Cash Collateral Accounts holding cash or Cash Equivalents therein with a Value exceeding the Remaining Amount of Group 4 for a period of ten (10) days,

(a) the Secured Party's security interests in all other Collateral of Group 4 (other than such Cash Collateral Accounts) shall terminate, and the MDT shall take any actions reasonably requested by such Obligors to release its Liens on such Collateral (other than such Cash Collateral Accounts); provided that all such security interests and Liens shall be automatically reinstated if and to the extent that, for any reason, the foregoing condition is no longer met, and the Obligors in Group 4 shall promptly and duly take, execute, acknowledge and deliver such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and this Annex A; and

(b) all obligations under Article III, Article IV and Article V shall terminate, except with respect to the maintenance by the applicable Second Tier Obligor of such Cash Collateral Accounts

² NTD: Discussion ongoing about potential cash collateral lock-box; if determined possible, will include same cash collateral lock-box obligations with respect to use/withdrawal as other A Side CSA.

pursuant to the terms hereof and Section 3.01(a)(iv); provided that all such obligations shall be automatically reinstated if and to the extent that, for any reason, the foregoing condition is no longer met, whether as a result of any proceeding in bankruptcy or reorganization, or the failure to maintain such Cash Collateral Accounts pursuant to the terms hereof.]

Section 8.03 Settlement Agreement Payments. For the avoidance of doubt, nothing in this Annex C shall prevent any Second Tier Obligor from making payments with respect to the Obligations of Group 4 under the Settlement Agreement.

Schedule I

Second Tier Obligors

MDAS Investment Trust

Mortimer DA Sackler Trust 1996

MDAS 2010 Family Trust

MDAS 2011 Family Trust

MDAS Children's Trust 2012

MDAS 2023 Children's Trust

Nixie Trust