

EXHIBIT A-27

Exhibit AA to the MSA

MMCL SETTLEMENT AGREEMENT

BY AND AMONG

THE MASTER DISBURSEMENT TRUST,

MUNDIPHARMA MEDICAL COMPANY LIMITED

AND

EACH OF THE PARTIES LISTED ON EXHIBIT A HERETO.

[REDACTED], 2025

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1. DEFINITIONS	2
Section 1.01 Definitions	2
Section 1.02 Interpretative Provisions	4
ARTICLE 2. SETTLEMENT PAYMENT AND RELEASE.....	5
Section 2.01 Settlement Payment; Release.....	5
ARTICLE 3. TAX MATTERS	5
Section 3.01 Qualified Settlement Funds; Forms W-8 or W-9.....	5
ARTICLE 4. EFFECTIVENESS	6
Section 4.01 Effectiveness of Agreement.....	6
ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF MMCL.....	6
Section 5.01 Formation and Power.....	6
Section 5.02 Authority; Enforceability	6
Section 5.03 No Contravention.....	7
ARTICLE 6. MISCELLANEOUS	7
Section 6.01 Notices	7
Section 6.02 Entire Agreement; Severability; Amendments and Waivers	7
Section 6.03 Binding Effect; Benefit; Assignment.....	8
Section 6.04 Governing Law	8
Section 6.05 Jurisdiction; Contested Matter	8
Section 6.06 Waiver of Jury Trial.....	9
Section 6.07 Counterparts.....	9

MMCL SETTLEMENT AGREEMENT

THIS MMCL SETTLEMENT AGREEMENT (together with all exhibits and annexes hereto, this “Agreement”), dated as of [REDACTED], 2026, is entered into by and among (i) the MDT (as defined below), (ii) Mundipharma Medical Company Limited (“MMCL”), and (iii) each of the parties listed on Exhibit A hereto (collectively, the “Debtors” and, together with the MDT and MMCL, the “Parties” and each, a “Party”).

RECITALS

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

WHEREAS, the Official Committee of Unsecured Creditors (the “UCC”), on behalf of the Debtors, sought and obtained standing to assert certain claims (the “Debtors’ Proposed Claims”) against MMCL and various other IACs, as set forth in a draft complaint filed by the UCC on September 6, 2024 (D.I. 6685-3), as it may be amended from time to time (the “UCC Complaint”);

WHEREAS, MMCL and the other IACs dispute the merits of the Debtors’ Proposed Claims, and the UCC has refrained from initiating formal proceedings on such claims while participating in settlement discussions overseen by court-appointed mediators in the Bankruptcy Cases;

WHEREAS, those court-supervised mediation efforts have resulted in various proposed settlements, including this settlement (this “Settlement”), which, subject to approval by the Bankruptcy Court, would resolve the Debtors’ Proposed Claims and other disputes;

WHEREAS, in resolution of the Debtors’ Proposed Claims against MMCL and the other IACs and their respective Subsidiaries pursuant to this Settlement, MMCL, for itself and for the benefit of the other IACs and their respective Subsidiaries, has agreed to pay the Settlement Amount (as defined below) to the MDT on the Settlement Effective Date, solely on its own behalf and in its own interests and not on behalf of its direct or indirect equity owners, each of whom is separately resolving the Debtors’ Proposed Claims asserted against them; and

WHEREAS, MMCL is entering into this Settlement to avoid the delay, expense, inconvenience, and uncertainty of further litigation, and to ensure that the Debtors’ Proposed Claims against it, the other IACs and their respective Subsidiaries are fully, finally, and definitively resolved by and against it, the other IACs and their respective Subsidiaries;

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

**ARTICLE 1.
DEFINITIONS**

Section 1.01 Definitions.

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

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

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

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

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

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

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

“Debtors’ Proposed Claims” has the meaning set forth in the recitals.

“Estate(s)” means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

“Estate Releases” means the releases provided pursuant to Section 10.7(a) of the Plan.

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

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

“IAC” means an entity or Person set forth on Exhibit D to this Agreement (as it may be updated from time to time to conform to any parallel changes to Exhibit E-1 (IACs) to the Reference Agreement).

“IAC Released Parties” means MMCL, the other IACs, their respective Subsidiaries, and their respective directors, officers, managers (including any equivalent roles), and employees (in each case, solely in their capacity as such), but only to the extent that any such person or entity qualifies as a “Shareholder Released Party” under the Plan; *provided, however*, that the following shall not constitute IAC Released Parties:

- (i) each member of a Family Group set forth on Exhibit C to the Reference Agreement;
- (ii) each of the Payment Parties set forth on Exhibit A and Exhibit C to the Reference Agreement;
- (iii) each of the Designated Shareholder Released Parties set forth on Exhibit T to the Reference Agreement; and

(iv) each of the Assuring Parties, including those set forth on Exhibit K to the Reference Agreement.

“Master Disbursement Trust” means the “Master Disbursement Trust” defined in the Plan.

“MDT” shall mean (i) prior to the Plan Effective Date, the Debtors and (ii) beginning on and following the Plan Effective Date, the Master Disbursement Trust.

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

“Notices Addendum” has the meaning set forth in Section 6.01.

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

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

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

“Plan” means the *Fourteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 7911] (including all appendices, exhibits, schedules and supplements thereto, as the same may be amended or modified from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules and the terms thereof).

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

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

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

“Reference Agreement” means the “Master Shareholder Settlement Agreement” defined in the Plan.

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

“Settlement Amount” means \$150,000,000.00.

“Settlement Effective Date” has the meaning set forth in Section 4.01.

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

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

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

Section 1.02 Interpretative Provisions.

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

(b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(c) Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Reference Agreement.

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

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

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

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

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

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

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

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

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

shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

**ARTICLE 2.
SETTLEMENT PAYMENT AND RELEASE**

Section 2.01 Settlement Payment; Release

(a) The Parties each acknowledge and agree that (i) the Parties have entered into this Agreement and agreed to the Settlement to avoid the delay, expense, inconvenience, and uncertainty of further litigation and (ii) this Agreement memorializes MMCL's obligation to pay the Settlement Amount as consideration for the Settlement of the Debtors' Proposed Claims against MMCL, the other IACs and their respective Subsidiaries.

(b) On the Settlement Effective Date, MMCL shall pay the Settlement Amount to the Master Disbursement Trust. Such payment shall constitute full and complete satisfaction of any payment obligation of MMCL under the Plan, this Agreement and the Settlement.

(c) Following the Settlement Effective Date and upon the Master Disbursement Trust's receipt of the Settlement Amount in accordance with this Agreement or the Reference Agreement, as applicable, the Estate Releases granted to the IAC Released Parties shall be fully effective, final, irrevocable and unconditional.

(d) MMCL shall have no obligation to make any other payment under this Agreement or otherwise in connection with the Plan.

(e) All payments made to the Master Disbursement Trust pursuant to this Section 2.01 shall be made by wire transfer of immediately available funds to the account set forth on Exhibit B (or such other account(s) of the Master Disbursement Trust as may be designated by the Master Disbursement Trust to MMCL in accordance with Section 6.01 at least ten (10) Business Days prior to the Settlement Effective Date). The Parties will determine appropriate funds flow mechanics to ensure timely receipt of funds.

(f) The Parties expressly acknowledge and agree that the Settlement Amount shall be paid exclusively by MMCL on its own behalf and not on behalf of, or for the benefit of, any of MMCL's direct or indirect equity owners. No portion of the Settlement Amount shall be deemed, construed or otherwise treated as a contribution, indemnification or reimbursement by or on behalf of any other Person.

(g) The MDT and the Debtors agree that the Settlement Amount shall, upon receipt by the MDT, be distributed by the MDT to the PI Trust (as defined in the Plan).

**ARTICLE 3.
TAX MATTERS**

Section 3.01 Qualified Settlement Funds; Forms W-8 or W-9. All Parties agree to treat the Master Disbursement Trust and the PI Trust as QSFs, and all Parties shall report consistently with the foregoing for all applicable U.S. federal income or other Tax purposes. Accordingly, all parties acknowledge and agree notwithstanding anything to the contrary in this Agreement that (i) the Settlement Amount is intended to be treated as amounts transferred to a QSF by, or on behalf of, a "transferor" within the meaning of the QSF Regulations to resolve or satisfy a liability for which the QSF is established, and (ii) the actual or deemed payment or reimbursement of an amount by Master Disbursement Trust or the PI Trust, if any, is intended to be permitted hereunder solely for claims that are either of the same type as the

claims for which Master Disbursement Trust and the PI Trust are established or of another type that arises from the same event or related series of events for which Master Disbursement Trust and the PI Trust are established within the meaning of QSF Regulations 1.468B-1(h)(2).

(b) On or before the Settlement Effective Date, MMCL shall cause its regarded parent, Mundipharma Medical Company, to provide MDT with a properly completed and validly executed IRS Form W-8 (or any successor form), and MDT shall provide MMCL with a properly completed and validly executed IRS Form W-9 (or any successor form). Each of MMCL and the MDT agrees that if the IRS Form W-8 or W-9 (or any successor form) previously delivered expires or becomes obsolete or inaccurate in any respect, it shall promptly provide the other party with a properly completed and validly executed IRS Form W-8 or W-9 (or any successor form).

ARTICLE 4. EFFECTIVENESS AND TERMINATION

Section 4.01 Effectiveness of Agreement. Subject to the condition precedent that each of the representations and warranties made by MMCL hereunder shall be true and correct in all material respects on the Settlement Effective Date, this Agreement shall be effective simultaneously with the occurrence of the Settlement Effective Date under the Reference Agreement and the term “Settlement Effective Date” as used in this agreement shall be the “Settlement Effective Date” under the Reference Agreement.

Section 4.02 Termination. This Agreement shall terminate and be of no further force or effect if the Reference Agreement is terminated for any reason prior to the Settlement Effective Date.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF MMCL

MMCL represents and warrants to the MDT that the following statements are true and correct as of the Settlement Effective Date:

Section 5.01 Formation and Power.

(a) MMCL is duly formed, validly existing, and in good standing (or equivalent status under applicable law) under the laws of its jurisdiction of formation, with full power and authority to enter into and perform its obligations under this Agreement.

(b) MMCL is duly qualified and authorized to do business and in good standing (or equivalent) in each jurisdiction where such qualification is required for the ownership, lease, or operation of its properties or the conduct of its business.

(c) MMCL holds all requisite governmental licenses, authorizations, consents, and approvals necessary to operate its business as currently conducted, except where the absence thereof would not materially adversely affect its ability to perform its obligations under this Agreement.

Section 5.02 Authority; Enforceability

(a) The execution, delivery, and performance of this Agreement by MMCL have been duly authorized by all requisite action. No other proceedings on the part of MMCL are necessary to authorize its execution, delivery, or performance of this Agreement.

(b) This Agreement has been duly executed and delivered by MMCL and constitutes a valid and binding obligation, enforceable against MMCL in accordance with its terms, subject to applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and general equitable principles.

Section 5.03 No Contravention. The execution, delivery, and performance of this Agreement by MMCL do not: (a) contravene its organizational documents; (b) violate any applicable law; (c) violate any contractual restriction binding on MMCL or its assets; or (d) conflict with or result in a breach of any order or approval of any Governmental Authority applicable to MMCL; in each case, except as would not materially adversely affect MMCL's ability to perform its obligations under this Agreement.

ARTICLE 6. MISCELLANEOUS

Section 6.01 Notices. All notices, requests and other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail, postage prepaid, (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery), or (d) on the date delivered if sent by email (with confirmation of delivery), in each case, addressed as provided in Exhibit C (the "Notices Addendum").

Notices and other communications sent shall be deemed to have been given when received unless otherwise provided in this Section 6.01; provided that if such notice or other communication is not received during the normal business hours of the recipient, such notice or communication shall be deemed to have been received at the opening of the business on the next Business Day for the recipient. Each of the Parties may change its notice address provided for in the Notices Addendum by notice to the other Party.

Section 6.02 Entire Agreement; Severability; Amendments and Waivers.

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

(b) Except as provided in Section 6.02(c), if any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

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

(d) Any provision of this Agreement or the exhibits hereto may be amended or waived only in a writing signed by MMCL and the MDT.

(e) This Agreement is a "Settlement Agreement" under the Reference Agreement and does not amend, expand or modify any person's rights, obligations or remedies under the Reference Agreement or the Plan. Nothing herein expands or otherwise modifies the definition of "Shareholder Released Parties" in the Reference Agreement, the definition of "Shareholder Release Snapback Parties" in the Plan, or the

MDT's remedies in the event of any breach of the Reference Agreement or the Plan, including any Release Remedy.

Section 6.03 Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties hereto and their respective successors and assigns, except as otherwise expressly set forth herein.

(b) MMCL may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the MDT. Any purported assignment of this Agreement in violation of this Section 6.03(b) shall be null and void ab initio.

Section 6.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law that would require the application of the laws of any other jurisdiction.

Section 6.05 Jurisdiction; Contested Matter.

(a) Except as otherwise set forth in this Agreement, the Parties agree that any Proceeding seeking to enforce any provision of, or based on a matter arising out of or in connection with, this Agreement shall be brought in the Bankruptcy Court, and each of the Parties hereby irrevocably consents for such purpose to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) or, in the event the Bankruptcy Court does not have or accept such jurisdiction, in any federal court sitting in the Southern District of New York and any appellate court therefrom or, in the event such federal court does not have or accept jurisdiction, a New York State court and any appellate court therefrom in any such Proceeding. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in this Section 6.05(a) shall be deemed effective service of process on such Party. For the avoidance of doubt, nothing in this Section 6.05(a) shall prevent any Party from initiating a Proceeding in any relevant jurisdiction to enforce any order, ruling or judgment of any of the courts above.

(b) The Parties agree that any Proceeding arising under, related to, or in connection with this Agreement, including any action seeking specific performance of any provision of this Agreement or declaratory judgment concerning this Agreement, shall be heard and determined by the Bankruptcy Court as a contested matter under Rule 9014 of the Federal Rules of Bankruptcy Procedure. With respect to such Proceeding, each Party agrees to (i) submit to the jurisdiction of the Bankruptcy Court, (ii) consent to the authority of the Bankruptcy Court to enter Final Orders or judgments, and (iii) waive and not advance any argument that such dispute is or must be adjudicated as an adversary proceeding governed by Part VII of the Federal Rules of Bankruptcy Procedure or that the Bankruptcy Court is an improper or inconvenient forum or venue. Any Party to such Proceeding shall be permitted to request that the Bankruptcy Court adjudicate such dispute on an expedited basis, and all other Parties shall consent to such expedited adjudication.

Section 6.06 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.07 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement, subject to the provisions of Article 4.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

[MDT]

By: _____
Name:
Title:

MUNDIPHARMA MEDICAL COMPANY LIMITED

By: _____
Name:
Title:

[Debtor 1]

By: _____
Name:
Title:

[Debtor 2]

By: _____
Name:
Title:

[Debtor 3]

By: _____
Name:
Title:

EXHIBIT A

The Debtors

EXHIBIT B

MDT Wire Transfer Instructions

EXHIBIT C

Notices Addendum

EXHIBIT D

List of IACs