

EXHIBIT A-36

Annex G to the MSA

ANNEX G
B-SIDE PAYMENT GROUP 1

ARTICLE I.
DEFINITIONS

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

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

“Applicable Payment Group” means the Richard Sackler family Payment Group under the Settlement Agreement.

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or the State of Wyoming or is a day on which banking institutions located in any such state are authorized or required by law or other governmental action to close.

“Collateral” means the “Collateral” as defined in Section 2.01(a).

“Credit Support Annex” means this Annex G to the Settlement Agreement.

“Disposition” shall mean, with respect to any property or asset, any conveyance, sale, lease, sublease, license or assignment of such property or asset, including by means of a merger, consolidation, division or similar transaction (but, for the avoidance of doubt, excluding the disposition by death of property owned by a natural person that continues to be owned as property of the decedent’s estate), and the terms “Dispose,” “Disposed” and “Disposing” shall have meanings correlative thereto.

“Effective Date Asset Report” as defined in Section 5.01(e).

“Enforcement Event” means the occurrence of:

(i) A Specified Breach by the Individual Pledgor or the Applicable Payment Group permitting the Secured Party to exercise the Payment Remedy and related remedies set forth in Section 9.02(a)(ii)(A) of the Settlement Agreement with respect to any Pledgor; *provided* that the MDT remains entitled to exercise such remedies under Section 9.02(a) of the Settlement Agreement and has not elected Option 2 under Section 9.02(a)(ii)(B);

(ii) A Specified Breach by any RSS Party (other than a Specified Breach set forth in clause (i) above);

(iii) an Insolvency Proceeding of the Individual Pledgor or the Personal Limited Liability Company permitting the Secured Party to exercise the remedies set forth in Section 9.08(a) of the Settlement Agreement with respect to the Individual Pledgor; or

(iv) a Major Judgment with respect to the Individual Pledgor or the Personal Limited Liability Company permitting the Secured Party to exercise the remedies set

forth in Section 9.08(b) of the Settlement Agreement with respect to the Individual Pledgor.

“Individual Pledgor” means (a)(i) Richard S. Sackler, any custodians therefor, (ii) the estate of Richard S. Sackler, and (iii) any trust acquiring assets of Richard S. Sackler upon his death; provided that “Individual Pledgor” shall not include the heirs of Richard S. Sackler or any beneficiary of his estate or a trust described in clause (iii) of this definition.

“IRS” means the United States Internal Revenue Service.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets or financial condition, in each case, of the Individual Pledgor and the Personal Limited Liability Company (taken as a whole), (b) the rights and remedies (taken as a whole) of the Secured Party under the Settlement Agreement or the Security Documents or (c) the ability of the Individual Pledgor or the Personal Limited Liability Company to perform their Obligations under the Settlement Agreement or the Security Documents.

“Non-RSS Collateral” means the collateral pledged to the Secured Party by members of the Applicable Payment Group other than the Individual Pledgor to secure the Obligations of the Applicable Payment Group.

“Personal Limited Liability Company” means a Delaware limited liability company to be formed by the Individual Pledgor for the purposes set forth herein, and which will be wholly-owned by the Individual Pledgor, together with its successors in accordance with Section 4.06.

“Pledge Agreement” means the Pledge and Security Agreement entered into on the Settlement Effective Date among the Individual Pledgor and the Secured Party, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Restricted Payment” means any (i) withdrawals or transfers from any IAC Accounts, (ii) distributions, payments, Dispositions or other transfers consisting of any Equity Interests in the Personal Limited Liability Company (other than transactions permitted under Section 4.06) and, (iii) following the occurrence and during the continuance of an Enforcement Event or Breach Trigger in respect of a Specified Breach by the Applicable Payment Group or the Individual Pledgor, any distributions, payments, Dispositions or other transfers of any assets of the Personal Limited Liability Company to the Individual Pledgor or any RSS Related Party.

“RSS Party” means (i) the Individual Pledgor, (ii) the Personal Limited Liability Company, (iii) the Individual Pledgor in his capacity as an IAC Payment Party, and (iv) any other Person subject to the exclusive Control of the Individual Pledgor.

“RSS Related Party” means (i) Lin Gao, (ii) any joint direct descendants of the Individual Pledgor and Lin Gao and (iii) any Person subject to the Control of any foregoing Person.

“RSS Specified Breach” means any Specified Breach under Section 9.01 of the Settlement Agreement by (i) the Individual Pledgor or the Personal Limited Liability Company, (ii) the Individual Pledgor in his capacity as an IAC Payment Party, (iii) any other RSS Party, or (iv) the Applicable Payment Group (other than a Specified Breach pursuant to Section 9.01(a) of the Settlement Agreement), to the extent such Specified Breach was caused by an action or omission of an RSS Party.

“**Secured Obligations**” as defined in Section 2.01(a).

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

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

“**Stipulation**” means that certain stipulation filed at [D.I. 7713] on the docket of the Bankruptcy Cases.

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

“**Used**” as defined in Section 3.05(a).

Section 1.03 Interpretative Provisions. The rules of construction set forth in Section 1.02 of the Settlement Agreement shall apply *mutatis mutandis* to this Credit Support Annex. References herein to any Section, Schedule, Appendix or Exhibit shall be to a Section, a Schedule, an Appendix or an Exhibit, as the case may be, of this Credit Support Annex unless otherwise specifically provided.

Section 1.04 Division. For all purposes under this Credit Support Annex, in connection with any division or plan of division under Delaware Law or any comparable event under a different jurisdiction’s Laws, as applicable: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person (including by way of inheritance), then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests.

ARTICLE II. COLLATERAL MATTERS

Section 2.01 Security; Security Documents.

(a) As credit support for, and to secure the prompt payment and performance of the Obligations of the Applicable Payment Group under the Settlement Agreement to the Secured Party (the “**Secured Obligations**”) (it being understood and agreed that all security interests granted under the Security Documents shall terminate as provided in Section 7.01) the Individual Pledgor shall, on or before the Settlement Effective Date, grant a perfected first priority security interest in and Lien on all of its right, title and interest in the following property, wherever located, and whether now owned or hereafter acquired (the “**Collateral**”):

- (i) 100% of the equity interests owned by the Individual Pledgor in the Personal Limited Liability Company formed by the Individual Pledgor;
- (ii) 100% of the IAC Pledged Shares owned by the Individual Pledgor;
- (iii) each IAC Account owned by the Individual Pledgor and all amounts held therein or credited thereto; and
- (iv) all proceeds and products of the foregoing (including, for the avoidance of doubt, all dividends, cash, options, warrants, instruments, certificates and other property and proceeds from time to time received, receivable or otherwise distributed or distributable in respect of, in exchange for or upon the conversion of, the foregoing).

Section 2.02 Without limiting the generality of clause (a) of this Section 2.01, on the Settlement Effective Date, the Secured Party shall have a perfected first priority security interest in and Lien on the Collateral in accordance with Section 2.03.

Section 2.03 The Individual Pledgor shall not be required, nor shall the Secured Party be authorized, to perfect any pledge or security interest hereunder by any means other than by (i) filing financing statements (including continuation statements) pursuant to the UCC in the office of the secretary of state (or similar central filing office) of the relevant state or jurisdiction for the Individual Pledgor, (ii) [reserved], (iii) the delivery to the Secured Party of certificates or other instruments (if any) representing pledged Equity Interests, together with stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank, (iv) in the case of the pledge of Equity Interests in the Personal Limited Liability Company, if in the form of uncertificated securities, the execution of uncertificated securities control agreements, (v) the execution and delivery of the IAC Collateral Documents and such other actions contemplated by the IAC Collateral Documents and the Settlement Agreement with respect to the IAC Collateral.

Section 2.04 The Individual Pledgor shall promptly and duly take, execute, acknowledge and deliver such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of the Security Documents and consistent with this Credit Support Annex (including making non-U.S. filings, the entry into non-U.S. security agreements and the entry by the Individual Pledgor into an uncertificated securities control agreement, if applicable) to establish, create, preserve, protect, perfect, and maintain perfection of a Lien on the Collateral in favor of and for the benefit of the Secured Party (including Collateral acquired after the date hereof) and to exercise any and all remedies in respect thereof. The Individual Pledgor hereby authorizes the Secured Party to file amendments (after notice by the MDT to the Individual Pledgor of the scope and purpose of any such amendment), renewals or extensions of any UCC financing statements (or similar filings in other jurisdictions) filed in accordance with this Annex as may be necessary or appropriate to maintain its perfected first priority security interests in the Collateral, or to prevent the lapse or termination thereof.

Section 2.05 The Security Documents shall contain customary release provisions providing for the release of the security interests in the Collateral upon any distributions, payments, Disposition or other transfer of any asset constituting Collateral not prohibited by this Credit Support Annex.

Section 2.06 [Reserved].

Section 2.07 **Tax Forms.**

(a) The Individual Pledgor shall provide to the Secured Party, prior to the Settlement Effective Date, and keep up to date a duly completed and executed IRS Form W-9 (or any successor form) and shall provide any other tax forms or certifications that the Secured Party may reasonably request to permit the Secured Party to comply with any applicable tax withholding or reporting requirements.

(b) The Individual Pledgor shall provide to the purchaser of any Collateral, or such purchaser's designated agent(s), a duly completed and executed IRS Form W-9 (or any successor form) and shall provide any other tax forms or certifications that such purchaser or such purchaser's agent(s) may reasonably request to minimize amounts required to be withheld, set off or otherwise deducted for any Taxes in connection with any sale of the Collateral.

Section 2.08 [Reserved].

Section 2.09 New Pledgor; Additional Collateral.

(a) [Reserved].

(b) In the event the Personal Limited Liability Company is subject to a consolidation, merger, division, dissolution or liquidation or similar reorganization, or a successor Personal Limited Liability Company is formed or acquired, or additional Equity Interests in the Personal Limited Liability Company are acquired, by the Individual Pledgor following the Settlement Effective Date (such newly formed, acquired, the resulting, surviving or transferee entit(ies), as applicable, a "**New Personal Limited Liability Company**") (x) the Individual Pledgor shall deliver notice to the MDT of such New Personal Limited Liability Company and (y) within sixty (60) days of such event (or such longer period as may be agreed to in writing by the MDT (acting reasonably)), such New Personal Limited Liability Company shall (and the Individual Pledgor shall cause the New Personal Limited Liability Company to) (I) execute and deliver to the MDT such amendments or supplements to the Security Documents as required thereby or such other documents, instruments or agreements required by this Credit Support Annex or the Security Documents to grant to the Secured Party a perfected security interest in and a Lien on those assets that constitute or are intended to constitute Collateral and (II) take all actions to cause such security interest and Lien to be duly perfected as required by Section 2.01(c).

Section 2.10 IAC Accounts. The Individual Pledgor shall cause all Sale Proceeds, IAC Distributions and other amounts received in respect of the Individual Pledgor's Equity Interests in any IAC to be deposited and maintained in an IAC Account to the extent required by the Settlement Agreement. Any withdrawal or other transfer from an IAC Account shall constitute a Restricted Payment and shall be permitted solely to the extent provided in Section 4.01. Notwithstanding anything herein to the contrary, the Individual Pledgor does not waive (and is hereby deemed not to waive) any rights or causes of action against any person (other than the MDT) with respect to the Individual Pledgor's interest in any IAC, or any IAC Distributions or Sale Proceeds.

ARTICLE III. AFFIRMATIVE COVENANTS

Section 3.01 Reporting.

(a) The Individual Pledgor shall deliver to the Secured Party within ninety (90) days following the end of each twelve-month period (or, if the Individual Pledgor dies or has become incapacitated, as soon as reasonably practicable following the end of such 90-day period), commencing with the twelve-month period ending on the first December 31 immediately following the Settlement

Effective Date, a compliance certificate, substantially similar to the form attached hereto as Exhibit A, certifying that to the knowledge of the Individual Pledgor, no Breach Trigger or Breach with respect to the Individual Pledgor has occurred under the Settlement Agreement or the Security Documents during the period covered by such certificate.

(b) In the event of any (i) change (A) in any legal name of the Individual Pledgor or the organizational name of the Personal Limited Liability Company, (B) in the Individual Pledgor's principal residence or the Personal Limited Liability Company's jurisdiction of organization or (C) in the Personal Limited Liability Company's organizational type, (ii) formation of, or acquisition or issuance of Equity Interests of, the Personal Limited Liability Company, or (iii) the opening of any new or substitute IAC Account, the Individual Pledgor shall, in each case, (1) deliver prompt written notice of such change (and in any event, no later than the earlier of thirty (30) days after such change, or twenty (20) days before perfection lapses) and (2) deliver to the Secured Party all additional financing statements and other documents that are necessary to maintain the validity, perfection and priority of the security interests provided for in the Security Documents.

(c) Within sixty (60) days of a request by the Secured Party, an updated asset report of the Personal Limited Liability Company substantially in the form of the Effective Date Asset Report delivered to the Secured Party (any such report, an "**Updated Asset Report**"); *provided* that the Secured Party shall not request (and the Individual Pledgor shall have no obligation to deliver) such Updated Asset Report more than once in any twelve (12) month period. The Secured Parties may make reasonable requests for additional information regarding the Effective Date Asset Report or any Updated Asset Report, and the Individual Pledgor shall use commercially reasonable efforts to substantively respond to any such reasonable request by the Secured Party in connection with the Effective Date Asset Report or any Updated Asset Report.

Section 3.02 Preservation of Existence. The Individual Pledgor shall cause the Personal Limited Liability Company to, except as permitted under Section 4.06, (a) preserve, renew and maintain in full force and effect the legal existence of the Personal Limited Liability Company under the laws of its jurisdiction of organization; and (b) take all reasonable action to maintain all material rights and privileges (including its good standing, if such concept is applicable in its jurisdiction of organization) necessary or desirable in the normal conduct of its business, in each case to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 3.03 Compliance with Laws. The Individual Pledgor shall, and shall cause the Personal Limited Liability Company to, comply with the requirements of all applicable Laws and all material orders, writs, injunctions and decrees of any Governmental Authority applicable to it or its business or property in each case to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 3.04 [Reserved].

Section 3.05 Maintenance of Assets.

(a) The Individual Pledgor shall use reasonable best efforts to cause substantially all assets of such Individual Pledgor to be maintained by the Personal Limited Liability Company, excluding, subject to Section 4.01, (i) assets that are withdrawn, distributed or otherwise transferred by the Personal Limited Liability Company and (x) have been used, (y) are actively being used, or (z) are presently intended to be used within one year, in each case, for any purpose the Individual Pledgor may deem appropriate, (ii) assets that are prohibited from being transferred to, or held by, the Personal Limited Liability Company by applicable law or any contract or other arrangement entered into by the

Individual Pledgor in good faith, (iii) other assets having a fair market value not in excess of \$5,000,000 at any one time and (iv) payments, Dispositions or other transfers of any assets of the Personal Limited Liability Company permitted to be made under Section 4.01(b); provided that assets that are “used”, “actively being used” or “intended to be used” pursuant to clause (i) above shall not include assets that are invested, managed or otherwise used (or intended to be invested, managed or otherwise used) for purposes that could be similarly achieved while such assets are held by the Personal Limited Liability Company (collectively “Used”).

(b) The Individual Pledgor shall at all times maintain (or cause to be maintained) the Personal Limited Liability Company as a wholly owned limited liability company organized in a United States jurisdiction.

(c) For the avoidance of doubt, in the absence of an Enforcement Event or Breach Trigger in respect of a Specified Breach, the Individual Pledgor may make distributions, payments, Dispositions or other transfers of any assets out of the Personal Limited Liability Company, subject to the Individual Pledgor’s obligations pursuant Section 3.05(a) to use efforts to otherwise maintain within the Personal Limited Liability Company assets not otherwise Used by the Individual Pledgor.

ARTICLE IV. NEGATIVE COVENANTS

Section 4.01 Restricted Payments. The Individual Pledgor shall not, nor cause the Personal Limited Liability Company to, directly or indirectly, make any Restricted Payments, except:

(a) with respect to clause (i) of the definition thereof, (i) to make payments in respect of Payment Obligations of the Applicable Payment Group, (ii) to make payments to a Holding Company Pledgor or an Investment Holding Vehicle (in each case, as defined in Annex E and otherwise subject to Annex E), along with any other entity whose equity interests are 100% pledged (directly or indirectly, but excluding, the Personal Limited Liability Company) to the Secured Party pursuant to or in connection with Annex E; or (iii) to the extent permitted under Section 3.06 of the Settlement Agreement. For the avoidance of doubt, no Permitted Withdrawals shall be permitted from an IAC Account of the Individual Pledgor hereunder or under Annex E to the Settlement Agreement, except as set forth in the preceding sentence; and

(b) with respect to clause (iii) of the definition thereof, distributions, payments, Dispositions or other transfers of any assets of the Personal Limited Liability Company (i) to the Individual Pledgor or any RSS Related Party solely for purposes of maintaining the Individual Pledgor’s normal life and living standards consistent with past practice (including, without limitation, the payment of health insurance and other expenses) in an aggregate amount not exceeding \$2,000,000 in any twelve (12) month period (unless otherwise consented to by the MDT), (ii) to the extent necessary to permit the Individual Pledgor to pay medical and health expenses, any taxes on income and capital gains attributable to the Personal Limited Liability Company and any assets held thereby, real estate taxes (including on [list properties]) or other taxes directly or indirectly payable by the Individual Pledgor, or (iii) to a Holding Company Pledgor or an Investment Holding Vehicle (in each case, as defined in Annex E and otherwise subject to Annex E), along with any other entity whose equity interests are 100% pledged (directly or indirectly, but excluding, the Personal Limited Liability Company) to the Secured Party pursuant to or in connection with Annex E.

Section 4.02 [Reserved].

Section 4.03 [Reserved].

Section 4.04 Liens. The Individual Pledgor shall not incur, create, assume or grant or (in the case of any consolidations, mergers or divisions otherwise permitted hereunder) cause or suffer to exist, any Lien on the Equity Interests of the Personal Limited Liability Company other than the Liens created by the Security Documents.

Section 4.05 [Reserved].

Section 4.06 Fundamental Changes. The Individual Pledgor shall not permit the Personal Limited Liability Company to consolidate, merge, divide, dissolve or liquidate unless (i) either (A) the Personal Limited Liability Company is the surviving entity or (B) the resulting, surviving or transferee Person is a limited liability company organized under the laws of the United States and assumes the obligations of the Personal Limited Liability Company under this Credit Support Annex and the other Security Documents, and the equity interests of such Personal Limited Liability Company are pledged pursuant to this Credit Support Annex and the other Security Documents, (ii) such consolidation, merger, division, dissolution or liquidation, after giving effect to clause (i) above, shall not have a material adverse impact on the value of, and the Secured Party's interest in, and/or the rights and remedies of the Secured Party with respect to the Collateral (after giving effect to any liabilities with respect thereto) and (iii) the Secured Party's security interest in the Collateral shall remain perfected (without loss or change in priority).

Section 4.07 [Reserved].

Section 4.08 Amendments or Waivers of Organizational Documents. The Individual Pledgor shall not make or permit any amendment, restatement, supplement or other modification to, or waiver of, the Personal Limited Liability Company's organizational documents after the Settlement Effective Date, in each case, to the extent the same (a) would materially adversely affect the perfection or priority of the Secured Parties' Lien on the Collateral, (b) [reserved], or (c) would reasonably be expected to be otherwise materially adverse to the interests of the MDT (or any other Secured Party) or the ability of the Payment Parties under the Settlement Agreement relating to the Applicable Payment Group, taken as a whole, to perform their Obligations and otherwise pay the Payment Obligations under the Settlement Agreement, other than as permitted under the Settlement Agreement, without obtaining the prior consent of MDT to such amendment, restatement, supplement or other modification or waiver (such consent not to be unreasonably withheld or delayed) or taking such steps as are necessary to maintain the perfection and priority of the Secured Party's Lien on the Collateral; provided that, for purposes of clarity, it is understood and agreed that the Individual Pledgor may effect a change to the Personal Limited Liability Company's organizational form and/or consummate any other transaction that is not prohibited under this Credit Support Annex.

Section 4.09 Restrictive Agreements. The Individual Pledgor shall not, and shall not permit the Personal Limited Liability Company to, enter into any transaction or series of related transactions that would restrict or impair in any material respect the ability of the Individual Pledgor or the Personal Limited Liability Company to sell, Dispose of or otherwise liquidate all or substantially all of the assets and properties of the Individual Pledgor or the Personal Limited Liability Company, except:

- (i) as required under the Settlement Agreement and the Security Documents;

(ii) customary transfer restrictions contained in documentation governing individual investments which have been entered into in the ordinary course of business or pursuant to standard industry practices;

(iii) restrictions with respect to the assets and properties in effect on the Settlement Effective Date (and any comparable replacements thereof);

(iv) customary provisions restricting assignments contained in agreements entered into in the ordinary course of business or pursuant to standard industry practices so long as such restrictions relate to such agreement which do not restrict the sale, Disposition or liquidation of all or substantially all of his or its assets and properties; and

(v) customary restrictions in agreements governing Indebtedness; provided that such restrictions do not materially interfere with or otherwise prohibit the Individual Pledgor from performing and satisfying his Obligations under the Settlement Agreement or this Credit Support Annex.

Section 4.10 Trust Distributions; Trust Restructuring. The Individual Pledgor shall not, nor permit any Person subject to his Control to, whether directly or indirectly, cause any distribution to be made from Trust U/A 11/5/74 FBO Beverly Sackler to the Individual Pledgor or any such Person; provided, this Section 4.10 shall not affect the rights of the Individual Pledgor or his heirs, in their respective capacities as beneficiaries of Trust U/A 11/5/74 FBO Beverly Sackler, to request or receive distributions therefrom. To the extent the Permitted Trust Restructurings as defined under, and as otherwise further described in, Exhibit A-32 referenced in the Confirmation Order are not completed prior to the Settlement Effective Date, the Individual Pledgor shall comply with paragraph 33(f) and paragraph 33(g) of the Confirmation Order with respect to the Permitted Trust Restructurings.

ARTICLE V.

ADDITIONAL CONDITIONS PRECEDENT

Section 5.01 Additional Conditions Precedent to Settlement Effective Date. In addition to the conditions set forth in Section 10.01 of the Settlement Agreement, the occurrence of the Settlement Effective Date shall be subject to the satisfaction (or waiver by the MDT with the consent of the Ad Hoc Committee and the Creditors' Committee) (which consent shall not be unreasonably withheld or delayed) of the following conditions:

(a) The MDT (or its counsel) shall have received duly executed copies of the Pledge Agreement by the Individual Pledgor;

(b) The MDT (or its counsel) shall have received a UCC-1 financing statement in a form prepared for filing in the applicable jurisdiction(s) of the Individual Pledgor and otherwise in form and substance reasonably satisfactory to the MDT (or its counsel);

(c) [Reserved];

(d) All Equity Interests of the Personal Limited Liability Company shall have been pledged pursuant to the Security Documents and the MDT (or its counsel) shall have received all (i) certificates or instruments, if any, representing such Equity Interests pledged under the Security Documents, accompanied by stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank and (ii) uncertificated securities control agreements, substantially in the form

exhibited to the Pledge Agreement, with respect to any uncertificated securities of the Personal Limited Liability Company;

(e) The Individual Pledgor shall have delivered to the MDT (or its counsel), no later than ten (10) Business Days before the target Settlement Effective Date (provided that the Secured Party shall have provided the Pledgors with not less than sixty (60) days advance written notice of the target Settlement Effective Date or, if the Secured Party postpones such target Settlement Effective Date, no less than thirty (30) days' prior written notice of the revised target Settlement Effective Date), an asset report (the "**Effective Date Asset Report**") setting forth, with respect to any assets within the same or a similar asset class held by the Personal Limited Liability Company on the Settlement Effective Date having a fair market value in excess of \$5,000,000 in the aggregate for all such assets within an asset class, a reasonable description or summary of each asset (or group of similar assets) that the Individual Pledgor reasonably believes in good faith has, individually or collectively with any similar assets, a fair market value in excess of \$5,000,000 (including, e.g., (x) a summary of recent account statements, setting forth the type and value of investments held in a brokerage account, securities account, deposit account or similar account), and (y) the address of any real property; *provided* that nothing herein shall be construed as either (A) an obligation to deliver any descriptions, documents or valuations that are not readily available, or to the extent the burden of providing such information outweighs the benefit to the Secured Party of providing such information in light of the materiality of the relevant assets or (B) a representation or warranty regarding the accuracy of any valuation provided by the Individual Pledgor, or that any such description provided by the Individual Pledgor is a complete or comprehensive description of any such asset.

(f) The Individual Pledgor shall have delivered to the MDT (or its counsel) a certificate that, as of the Settlement Effective Date, substantially all assets of the Individual Pledgor have been transferred to, and are maintained by, the Personal Limited Liability Company, excluding, (i) assets that are prohibited from being transferred to, or held by, the Personal Limited Liability Company by applicable law or any contract or other arrangement entered into by the Individual Pledgor in good faith, and (ii) other assets having a fair market value not in excess of \$5,000,000 in the aggregate.

(g) [Reserved];

(h) The Individual Pledgor and Lin Gao shall have delivered to the MDT a duly executed Further Assurances Undertaking in form reasonably satisfactory to the MDT (including an agreement to comply with the Stipulation); and

(i) The MDT (or its counsel) shall have received satisfactory evidence that the Individual Pledgor has irrevocably delegated to Cedar Cliff Inc. (or any successor thereto) any and all authority with respect to payments of the outstanding Obligations of the Applicable Payment Group by Trust U/A 11/5/74 FBO Beverly Sackler.

Notwithstanding anything herein or in the Settlement Agreement or any Security Document to the contrary, if the MDT waives any of the conditions specified in this Section 5.01 without the consent of the Individual Pledgor, then in no event may the MDT or any other Secured Party subsequently claim or assert that a Breach has occurred due to the failure of the Individual Pledgor or any other member of the Applicable Payment Group to satisfy any of the conditions specified in this Section 5.01.

ARTICLE VI.

ENFORCEMENT EVENT; REMEDIES

Section 6.01 Occurrence of an Enforcement Event; Priority of Payments. Upon the occurrence and during the continuance of an Enforcement Event with respect to the Individual Pledgor or the Applicable Payment Group, subject to Section 6.03, the Individual Pledgor shall not permit the Personal Limited Liability Company to make any distributions, payments, Dispositions or other transfers of any of its assets to the Individual Pledgor or any RSS Related Party, except as set forth in Section 4.01(b), and the Secured Party shall have the right to exercise all rights and remedies against the Collateral of the Individual Pledgor as provided in the Security Documents, which shall include all rights and remedies under the UCC (and any similar local laws), including, without limitation, the right to (i) foreclose on the Collateral, (ii) direct the liquidation of the Personal Limited Liability Company and (iii) exercise exclusive control of the IAC Accounts and any funds held therein, and, in each case, apply the proceeds thereof to pay (A) first, any costs or expenses incurred by the Secured Party to enforce the Settlement Agreement, the Security Documents or otherwise incurred in connection with the exercise of remedies, in each case, solely with respect to the Applicable Payment Group, (B) second, any accrued and unpaid interest, late payment fees, other fees and all other Payment Obligations (other than the Settlement Payment Obligations and any contingent indemnification obligations for which no claim or demand for payment, whether oral or written, has been made at such time) due to the Secured Party under the Settlement Agreement solely on account of the Obligations of the Applicable Payment Group, and (C) third, the Settlement Payment Obligations and any remaining Obligations of the Applicable Payment Group then outstanding under the Settlement Agreement, with any excess proceeds being retained by the Individual Pledgor.

Section 6.02 Breaches.

(a) If the Individual Pledgor or any plaintiff in the litigation underlying the Stipulation fails to comply with any provision of the Stipulation, and the MDT provides notice to the Sackler Parties' Representative pursuant to Section 11.01 of the Settlement Agreement, such failure shall constitute a Breach Trigger with respect to the Individual Pledgor and, if such Breach Trigger continues for thirty (30) days or more, shall constitute a Specified Breach with respect to the Individual Pledgor (provided that, if the Individual Pledgor has taken steps during such period to cure such failure and is diligently prosecuting such cure, the Individual Pledgor shall have an additional thirty (30) days to cure).

(b) If the Individual Pledgor fails to comply with Section 3.05, and the Secured Party provides notice of such failure to the Sackler Parties' Representative pursuant to Section 11.01 of the Settlement Agreement, such failure shall constitute a Specified Breach with respect to the Individual Pledgor if the failure continues for thirty (30) days or more (provided that, if the Individual Pledgor has taken steps during such period to cure such failure and is diligently prosecuting such cure, the Individual Pledgor shall have an additional thirty (30) days to cure).

(c) Any other breach by the Individual Pledgor of any term, covenant or agreement contained in this Credit Support Annex, or in the event any representation or warranty made or deemed made by the Individual Pledgor in any Definitive Document or any certificate, notice, or document delivered in connection therewith shall prove to have been incorrect or misleading in any material respect at the time made or deemed to have been made, shall constitute a Non-Specified Breach with respect to the Individual Pledgor if not cured within thirty (30) days following notice by the MDT to

the Sackler Parties' Representative of such Breach pursuant to Section 11.01 of the Settlement Agreement.

Section 6.03 Limitation on Foreclosure. Notwithstanding anything herein or in any Security Document to the contrary, following the occurrence of a Specified Breach with respect to the Applicable Payment Group other than any RSS Specified Breach, the Secured Party shall first exercise remedies against Non-RSS Collateral in order to satisfy the outstanding Secured Obligations and, only to the extent any Secured Obligations remain outstanding following exercise remedies by the Secured Party against the Non-RSS Collateral and the application of the proceeds thereof to the Secured Obligations, the Secured Party may exercise remedies against the Collateral pursuant to this Credit Support Annex, the Settlement Agreement and the Security Documents. Notwithstanding the foregoing, (i) upon the occurrence and during the continuance of any Enforcement Event not arising from a Specified Breach set forth in the immediately preceding sentence, the Secured Party may at any time exercise remedies with respect to the Collateral, and (ii) the provisions of this Section 6.03 shall not apply to any Collateral consisting of IAC Collateral, which shall remain subject to the rights and remedies of the Secured Party set forth in Section 6.01, the Settlement Agreement and the IAC Collateral Documents and the conditions specified therein.

ARTICLE VII. MISCELLANEOUS

Section 7.01 Termination. The obligations described in this Credit Support Annex shall terminate, and all security interests granted in the Collateral shall be automatically released, on the first to occur of (i) the date on which the Settlement Agreement terminates pursuant to its terms, (ii) the date on which all remaining Obligations of the Applicable Payment Group under the Settlement Agreement (other than any contingent obligations for which no claim or demand for payment, whether oral or written, has been made at such time) are paid in full in cash and reduced to \$0 (including by way of prepayment or other advanced payments), and (iii) the date on which there has been no pending Material Litigation for a period of six (6) consecutive months after the sixth anniversary of the Settlement Effective Date; *provided* that the obligations of the Individual Pledgor under this Credit Support Annex and the applicable Security Documents, and all security interests thereunder, shall be automatically reinstated to the extent either, (x) if the obligations under this Credit Support Annex were terminated pursuant to clause (i) or (ii) above, the Secured Party is required to disgorge, turn over, or otherwise pay to the Applicable Payment Group any amount paid to the Secured Party or any creditor trust by or on behalf of the Applicable Payment Group, for any reason, whether as a result of any proceeding in bankruptcy or reorganization or otherwise, or (y) if the obligations under this Credit Support Annex were terminated pursuant to clause (iii) above, any Material Litigation subsequently becomes pending. For the avoidance of doubt, this Section 7.01 shall not apply to any IAC Collateral or IAC Collateral Document, and any termination in respect of IAC Collateral shall be governed by the Settlement Agreement and the IAC Collateral Documents.

Section 7.02 Reservation of Rights. Consistent with the Confirmation Order (including without limitation paragraph 33(a) thereof, which is incorporated herein by reference), nothing in this Annex G shall extend, broaden, or limit any rights, defenses, claims, or positions of the any of the parties to the Stipulation in the litigation that is the subject of the Stipulation. Nothing herein shall modify or limit the rights of any party under the Stipulation, nor shall any provision herein be construed to affect any party's rights under the Stipulation or in the litigation that is the subject of the Stipulation. Nothing in this Credit Support Annex shall be deemed to waive, release, modify, or otherwise affect any rights, remedies, claims, or defenses that any party may have under the Stipulation, or any rights that any party may have in connection with the litigation underlying the Stipulation. All such rights are expressly reserved. This Credit Support Annex shall not modify, amend, or supersede any provision of the

Stipulation.

EXHIBIT A to ANNEX G

FORM OF COMPLIANCE CERTIFICATE

[____], 20[__]

Reference is made to Annex G (the “**RSS Individual Pledgor Credit Support Annex**”) to the Settlement Agreement, dated as of [____], among the Individual Pledgor referred to in the RSS Individual Pledgor Credit Support Annex and The Master Disbursement Trust (as amended, restated, supplemented or otherwise modified from time to time). This Compliance Certificate is delivered by the undersigned pursuant to Section 3.01(a) of the RSS Individual Pledgor Credit Support Annex for the calendar year ended December 31, 20[___]. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the RSS Individual Pledgor Credit Support Annex.

To the knowledge of the Individual Pledgor, as of the date hereof, no Breach or Breach Trigger has occurred with respect to the Individual Pledgor since the previously delivered Compliance Certificate, except as has already been communicated to the Secured Party or as set forth in Schedule I hereto.

[NAME]

By:
Title:

[SCHEDULE I TO COMPLIANCE CERTIFICATE]

Breaches:

[•]

Breach Triggers:

[•]