

**ANNEX D**  
**A-SIDE PAYMENT GROUP 8**

**ARTICLE I.**  
**DEFINITIONS**

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

**Section 1.02 Defined Terms.** As used in this Credit Support Annex, the following terms shall have the meanings specified below: “**Appraisal**” means, with respect to any non cash asset which comprises Collateral, an appraisal conducted by an appraiser selected by the Individual Obligor and reasonably satisfactory to the MDT, which appraisal shall be conducted no more than six (6) months prior to the Applicable Appraisal Date.

“**Applicable Appraisal Date**” means, with respect to the Initial Appraisal, the date no more than six (6) month prior to the Settlement Effective Date, and with respect to any required thereafter, such date as provided in Section 1.04 and 3.01(b).

“**Artwork**” means those pieces of artwork described in detail in Exhibit A to this Credit Support Annex, together with any other artwork which may from time to time be part of the Collateral and is subject to the requirements therefor.

“**Artwork Pledge Agreement**” means the Artwork Pledge Agreement entered into on the Settlement Effective Date between Parkerwest International, Inc., a British Virgin Islands corporation, and the Secured Party, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“**Asset Holdco**” means, with respect to the Real Estate, each of Cookie Dough and Bon Bon, and with respect to the Artwork, Parkerwest, together with any other owner of any Collateral.

“**Bon Bon**” means 40 BonBon, LLC, a New York limited liability company.

“**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 is a day on which banking institutions located in any such state are authorized or required by law or other governmental action to close.

“**Cash 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 the "Collateral" as defined in Section 2.01(a), and shall include any assets, whether real or personal, whether now owned or hereafter acquired and whenever located, with respect to which a Lien is granted (or required, intended or purported to be granted) as security for any Secured Obligations pursuant to any Security Document, including all proceeds and products thereof.

**"Collateral Accounts"** means, in the event Group 8 elects or is otherwise required hereunder to provide cash and/or Cash Equivalents as Collateral, the Deposit Accounts or Securities Accounts maintained at a depository institution in a United States jurisdiction in respect of which, any Pledgor shall have entered into a Control Agreement.

**"Control Agreement"** means a deposit account control agreement, or a securities account control agreement, in form and substance reasonably acceptable to the MDT, between the Pledgor that owns such account, the MDT and the depository institution at which such account is maintained, which Control Agreement shall give the MDT "control" (as such term is described in Section 9-104 of the UCC) over the applicable deposit account or securities account.

**"Cookie Dough"** means Cookie Dough, LLC, a New York limited liability company.

**"Credit Support Annex"** means this Annex D to the Master Settlement Agreement.

**"Deposit Account"** means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

**"Disposition"** shall mean, with respect to any property or asset, any conveyance, sale, lease, sublease, license, 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 be owned as property of the decedent's estate), and the terms "Dispose," "Disposed" and "Disposing" shall have meanings correlative thereto.

**"Enforcement Event"** means the occurrence of a Specified Breach by the Individual Obligor or any other member of Group 8 permitting the Secured Party to exercise the Payment Remedy and related remedies set forth in Section 9.02(a)(ii)(A) of the Master Settlement Agreement with respect to such Group; provided that the MDT remains entitled to exercise such remedies under Section 9.02(a) of the Master Settlement Agreement and has not elected Option 2 under Section 9.02(a)(ii)(B).

**"Group 8"** means the Payment Group identified as A-Side Payment Group 8 (excluding the A-Side General Obligors) on Exhibit A to the Master Settlement Agreement.

**"Identified Property"** shall mean that certain property separately identified by the Individual Obligor (or their counsel) to the MDT (or their counsel) and the Creditors' Committee by email on April 30, 2026.

**"Individual Obligor"** means Samantha Hunt and any successors, estates, custodians or executors therefor.

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

“**Initial Updated Appraisal**” as defined in Section 3.01(b).

“**IRS**” means the United States Internal Revenue Service.

“**Material Adverse Effect**” means, with respect to Group 8, a material adverse effect on (a) the business, assets or financial condition, in each case, of Group 8, (b) the rights and remedies (taken as a whole) of the Secured Party under the Master Settlement Agreement or the Security Documents relating to the Group 8, (c) the ability of Group 8 to perform their Obligations under the Master Settlement Agreement or the Security Documents or (d) the Collateral, taken as a whole.

“**Mortgages**” means those certain Mortgages on the Real Estate.

“**Notification Date**” as defined in Section 5.01(c).

“**Parkerwest**” means Parkerwest International, Inc., a British Virgin Islands corporation.

“**Pledge Agreements**” means, collectively, the Individual Pledge Agreement and the Trust Pledge Agreement, and each, a “Pledge Agreement.”

“**Pledged Equity Interests**” means the equity interests of the entity or entities, if any, which owns any portion of the Real Estate and/or the Artwork and any other asset to constitute Collateral. On the Effective Date, the Pledged Equity Interests shall consist of the equity interests of Cookie Dough, Bonbon and Parkerwest.

“**Pledgors**” means (i) the Individual Obligor, (ii) the Trust Pledgor, and (iii) the Asset Holdcos.

“**Real Estate Collateral**” means the real estate assets located at Unit 7A and Unit 7B at 40 Bond Street, New York, New York.

“**Real Estate Substitution**” means the sale or disposition of the Identified Property and the substitution of the Sales Proceeds therefor as Collateral for the Real Estate, in accordance with the terms of Section 2.03

“**Required Balance**” means the aggregate amount of SSH Payment Obligations then outstanding.

“**Sales Proceeds**” as defined in Section 2.03(b).

“**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.

“**Securities Account**” as defined in the UCC.

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

“**SSH Payment Obligations**” means the Payment Obligations of Group 8.

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

“**Trust Pledgor**” means Sheffield Trust, a Jersey trust.

“**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, as of any date of determination, with respect to the Collateral, the value thereof determined in accordance with Sections 1.04 and 4.02.

**Section 1.03 Interpretative Provisions.** The rules of construction set forth in Section 1.02 of the Master Settlement Agreement shall apply *mutatis mutandis* to this Credit Support Annex. 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 Valuation Methodology.** It is understood and agreed that for purposes of calculating the value of any Collateral under this Credit Support Annex, (i) cash will be valued at the amount thereof, (ii) Cash Equivalents will be valued at the maximum amount of their value at the maturity thereof (such as par, in the case of U.S. government treasury bills), net of any estimated associated tax liability, (iii) artwork, real estate and any other non-cash asset shall be valued at 66.7% of its value as reflected in the applicable Appraisal conducted as of the Applicable Appraisal Date, net of any estimated associated tax liability, and (iv) the amount of any guaranteed after-tax return on investment shall be valued based on the amount of such after-tax return; provided that, in the case of this clause (iv), only the amount of any such guaranteed after-tax return that is payable on or prior to the fifth (5<sup>th</sup>) Payment Date shall be considered in determining whether the Required Balance has been maintained as of any applicable determination d under this Credit Support Annex.

For purposes of substituting assets for Collateral as provided in Section 2.03, the Real Estate, Artwork and any other non-cash assets so removed will be valued (calculated as contemplated herein but based on an updated Appraisal conducted not more than six (6) months prior to the date of such substitution) at 100% of the value of such assets (rather than the 66.7% of its value as described above).

Notwithstanding anything to the contrary set forth herein, for purposes of calculating the Value of non-cash assets that are part of the Collateral, the effect of estimated tax liabilities reasonably expected to arise from a disposition of such Collateral at a purchase price equal to the value set forth therefor in the Appraisal most recently provided on the Applicable Appraisal Date shall not be taken into account in such calculation until the date that is eighteen (18) months prior to the fifth (5th) Payment Date (such date, the “Deferred Calculation Date”). On the Deferred Calculation Date, the Value of the non-cash assets that are part of the Collateral shall be re-calculated, accounting for such liabilities, based on the Appraisal most

recently provided on the Applicable Appraisal Date. After giving effect to such re-calculation of Value (net of the estimated tax liabilities described above), if such Value is less than the Required Balance ( the “Deficiency Amount”), then the Individual Obligor agrees to provide cash and/ or Cash Equivalents in an amount not less than the Deficiency Amount as Collateral and deposit the same into a Collateral Account, and enter into any supplemental security documentation reasonably requested by the MDT (if any, but including applicable Control Agreements) promptly after the Deferred Calculation Date, but in no event less than fifteen (15) days thereafter.

**Section 1.05 Division.** For all purposes under this Credit Support Annex, in connection with any division or plan of division under Delaware Law or any comparable event under a different jurisdiction’s Laws, as applicable: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person (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 Group 8 under the Master Settlement Agreement to the Secured Party (the “**Secured Obligations**”) the Pledgors 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) the Artwork;
- (ii) the Real Estate;
- (iii) the Pledged Equity Interests;
- (iv) each Collateral Account owned by each Pledgor and all amounts held therein or credited thereto; and
- (v) 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** 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. The security interest in the Pledged Equity Interests shall be created and perfected (i) represented by certificated securities or other instruments, by delivery to the Secured Party of such certificates or other instruments representing the Equity Interests of such Asset Holdcos, together with stock transfer powers or other instruments of transfer (if any) with respect thereto endorsed in blank or (ii) represented by uncertificated securities under Article 8 of the UCC, by the execution of an uncertificated securities account control agreement, together with the filing of a UCC financing statement in such appropriate jurisdictions.

**Section 2.03 Collateral Substitution.** (a) The Individual Obligor may at any time, with prior written notice to MDT, substitute as Collateral cash or Cash Equivalents for the Real Estate, Artwork or other non-cash assets then serving as Collateral, and remove the Real Estate, the Artwork or such other non-cash assets as Collateral, as long as, after such substitution, the value of all cash, Cash Equivalents and non-cash assets (as calculated in accordance with Section 1.04) serving as Collateral is at least equal to the Required Balance. With the prior written consent of the MDT (not to be unreasonably withheld or delayed), the Individual Obligor may substitute as Collateral other non-cash assets for the Real Estate, Artwork or other non-cash assets comprising the Collateral, and remove the Real Estate, Artwork or such other non-cash assets then part of the Collateral, so long as, and subject to, the condition that, upon such substitution, the Value of all cash, Cash Equivalents and non-cash assets (as calculated in accordance with Section 1.04) that is part of the Collateral is not less than the Required Balance, and such substituted Collateral is subject to a first priority, perfected lien in favor of the Secured Party, and otherwise subject to Section 2.04; provided that no cash or Cash Equivalents that are part of the Collateral shall be released unless the remaining cash or Cash Equivalents that are part of the Collateral exceeds the then remaining Required Balance. For the avoidance of doubt, (i) the Individual Obligor may, with prior notice to the MDT (given at least fourteen (14) days prior to consummation of any sale of other Disposition) sell or otherwise cause the Disposition of the Real Estate, Artwork or other non-cash assets then comprising the Collateral, or any part thereof, so long as the proceeds of such sale or other Disposition, or other cash and Cash Equivalents are provided as Collateral, such that, giving effect to such substitution, the Value of all cash, Cash Equivalents and non-cash assets then comprising the Collateral (such Value calculated in accordance with Section 1.04 and which Collateral, in each case, is subject to all applicable collateral and security documentation and other requirements to provide a first priority perfected lien in favor of the MDT) is at least equal to the Required Balance and (ii) all non-cash assets intended to be provided as substitute Collateral shall be subject to the consent of the MDT (not to be unreasonably withheld or delayed). The MDT shall reasonably cooperate with the Individual Obligor in connection with any such contemplated sale or the Real Estate, Artwork or other non-cash assets then part of the Collateral, including permitting the Individual Obligor to take such actions reasonably necessary to market such asset for sale; provided that no such actions shall adversely affect the perfection or priority of such Collateral or the MDT's rights in respect thereof.

(b) In the event that the Identified Property is sold or otherwise disposed of, the Pledgors shall cause a portion of the net proceeds thereof (the "Sales Proceeds"), not later than three (3) Business Days following the receipt thereof (whether by a Pledgor or any other person or entity which owned the Identified Property), to be deposited in a Collateral Account as substitute Collateral for the Real Estate Collateral, in an amount such that such portion of the Sales Proceeds, together with the Value of all other Collateral other than the Real Estate, exceeds the remaining Balance. The Pledgors agree that the Sales Proceeds shall first be applied as substitute Collateral for the Real Estate

**Section 2.04** (a) The Pledgors 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 the Artwork Pledge Agreement under applicable Swiss law, and applicable Mortgages covering the Real Estate (including making non-U.S. filings, the entry into non-U.S. security agreements and the entry by the Pledgors 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 Pledgors hereby authorizes the Secured Party to file amendments (after notice by the MDT to the Pledgors 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.

(b) The Pledgors providing a pledge of the Equity Interests of the Asset Holdcos (i) shall promptly and duly take, execute, acknowledge and deliver such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of this Annex A, including such actions necessary to establish, create, preserve, protect, perfect, and maintain perfection and priority of a first priority security interest in and Lien on the Equity Interests in each Asset HoldCo in favor of and for the benefit of the Secured Party, in each case in a manner consistent with this Annex A (including Section 2.01(c)(z) hereof, and to enable the Secured Party to exercise any and all remedies in respect thereof, and (ii) hereby authorizes the Secured Party to file amendments (after notice by the MDT to the Individual Obligor of the scope and purpose of any such amendment), renewals or extensions of any UCC financing statements filed in accordance with this Annex with respect to such Equity Interests of such Asset HoldCo as may be necessary or appropriate to maintain its perfected first priority security interests in such Equity Interests or to prevent the lapse or termination thereof.

**Section 2.05 Collateral Release/ Recordation of Mortgages.**

(a) 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.

(b) For the period on and after the Settlement Effective Date through and including December 31, 2026, and so long as Jonathan White remains as trustee of the Trust Pledgor, the Mortgages shall not be recorded; provided however, that after December 31, 2026 (or sooner if Jonathan White is no longer trustee of the Trust Pledgor and has not been replaced in accordance with Section 4.08), to the extent that the Real Estate Collateral still comprises the Collateral, the Mortgages shall be recorded in the appropriate jurisdiction in the discretion of the Secured Party and all mortgage recording taxes and other fees and expenses of such filing shall be paid by Pledgors immediately upon demand in connection therewith; provided further, however, that if Jonathan White can no longer serve as such trustee due to death or other incapacity, then the Pledgors shall have a period of 10 days therefrom to substitute Collateral for the Real Estate Collateral (any such substitution to be in accordance with the terms of this Credit Support Annex) prior to Secured Party's rights to record the Mortgages. Notwithstanding anything to the contrary set forth above, there shall be no restriction on the Secured Party from recording the Mortgages after December 31, 2026 or at any time in the event Jonathan White is no longer trustee of the Trust Pledgor and has not been replaced in accordance with Section 4.08 (in each case at the expense of the Pledgors as set forth above). Without limiting any other remedies available to the Secured Party hereunder or otherwise, in the event the Secured Party is permitted hereunder to record the Mortgages, but Pledgors fail to fund any applicable recording taxes and other fees and expenses as required hereby, the Pledgors hereby authorize the Secured Party to apply any available Collateral to fund such expenses, in which case, the Secured Party shall provide written notice to the Pledgors of its intent to apply Collateral, and following such notice, the Pledgors shall cooperate as reasonably requested to so apply such collateral, and the Pledgors shall identify and pledge replacement Collateral valued in accordance herewith in an amount equal to the taxes and other fees and expenses so paid within ten (10) days of the payment of such taxes and other fees and expenses.

**Section 2.06 Tax Forms.**

(a) Each Pledgor shall provide to the Secured Party and keep up to date a duly completed and executed IRS Form W-9 (or any successor form) and shall provide any other tax forms or certifications that

the Secured Party may reasonably request to permit the Secured Party to comply with any applicable tax withholding or reporting requirements.

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

**Section 2.07 New Pledgor; Additional Collateral.**

(a) If at any time the aggregate Value of the Collateral falls below the Required Balance, the Pledgors shall promptly (but in any event, no later than fifteen (15) days) (i) pledge additional assets that are sufficient to cause the aggregate Value of such assets to equal or exceed the Required Balance and (ii) execute and deliver to the MDT such amendments or supplements to the Security Documents as required thereby or such other documents, instruments or agreements required by this Credit Support Annex or the Security Documents to grant to the Secured Party a perfected first priority security interest in and a Lien on those assets of such additional assets that 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 3.01(c).

(b) 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 Pledgor 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 Pledgor 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.

(c) 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 Pledgor shall deliver notice to the MDT and (y) within forty-five (45) days of such acquisition, the applicable 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)).

(d) Upon the reasonable request of the MDT, the applicable Pledgor 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.  
AFFIRMATIVE COVENANTS**

**Section 3.01 Reporting.**

(a) If at any time the Individual Obligor proposes to pledge an asset as Collateral other than cash, Cash Equivalents, the Real Estate or the Artwork ( to the extent it is Collateral on the Effective Date), the Individual Obligor shall provide the MDT with such information as the MDT may reasonably request to (i) confirm the existence and ownership by the Individual Obligor, Trust Pledgor and or an Asset Holdco of the relevant assets, and (ii) calculate and confirm the Value thereof for purposes of calculating the Value thereof (which shall include, among other things, support for the calculation of estimated tax liabilities.

(b) The Pledgors shall provide the Secured Party with the following Appraisals:

(i) in connection with any additional non-cash assets given as Collateral and withdrawal or removal of other non-cash and non-cash-equivalent assets of equal or lesser value from the Collateral pursuant to Section 2.03, and prior to any such withdrawal and/or removal, an Appraisal of such additional asset conducted no more than six (6) months prior to such substitution,

(ii) not less than nine (9) months or more than twelve (12) months following the Settlement Effective Date, an updated Appraisal for each non-cash asset included in the Collateral (the “**Initial Updated Appraisal**”), and upon receipt by the Secured Party of any such Appraisal, the value reflected therein for such asset shall thereafter be used for purposes of calculating the Value of the Collateral under Section 4.02, and

(iii) following the delivery of the Initial Updated Appraisal with respect to any non-cash asset included in the Collateral, until the earlier of (A) the time such asset is converted to cash, (B) such asset is no longer included in the Collateral or (C) the SSH Payment Obligations have been satisfied in full, not less than fifteen (15) months or more than eighteen (18) months following the most recent Appraisal delivered with respect to such asset, an updated Appraisal for such asset, and upon receipt by the Secured Party of any such Appraisal, the value reflected therein for such asset shall thereafter be used for purposes of calculating the Value of the Collateral under Section 4.02.

(c) Reserved .

(d) The MDT shall keep all reports confidential and use them solely for purposes of monitoring, protecting and enforcing their rights in respect of the settlement contemplated by this Credit Support Annex.

(e) In the event of any change in (A) the legal name of the Individual Obligor or the organizational name of the Asset Holdcos or Trust Pledgor or (B) the Individual Obligor’s principal residence or any Asset Holdco’s jurisdiction of organization or trustee’s (with respect to the Trust Pledgor) principal place of business or principal residence, as applicable, each 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;

(f) If Pledgors intend to designate additional Deposit Accounts or Securities Accounts as Collateral Accounts, Pledgor shall notify the Secured Party with details of the account and execute a Control Agreement with respect thereto prior to the designation of such account as a Collateral Account.

(g) The Pledgors shall deliver prompt written notice to the Secured Party (but in any event within thirty (30) days) of any change, event, effect or occurrence that is known to it that would reasonably be expected to have a Material Adverse Effect.

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

**Section 3.03 Compliance with Laws.** The Individual Obligor shall, and shall cause the other Pledgors 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 Books and Records.** Each Pledgor shall maintain proper books of record and account in a manner consistent with past practice.

**Section 3.05 Taxes.** Pay and discharge promptly all Taxes ((as well as all condominium fees and charges, rents (with respect to storage of the Artwork) and other applicable charges) 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 so long as any such contested Taxes determined to be due shall be paid no later than the earlier of (i) sixty days following the date on which such determination (within the meaning of Section 1313(a) of the internal Revenue Code for U.S. federal income taxes and by analogy for other Taxes) becomes final and non-appealable and (ii) the date on which the relevant taxing authority has the legal right to seize, or force a sale of, the property of the Individual Obligor or Asset Holdco in full or partial satisfaction of such contested Taxes; provided that their existence of such legal right is known, or reasonably should have been known, to the Individual Obligor or (ii) Taxes, the non-payment of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

#### **ARTICLE IV. NEGATIVE COVENANTS**

**Section 4.01 Dispositions.** Each Pledgor shall not cause, directly or indirectly, distributions, payments, Dispositions or other transfers of any assets constituting Collateral, except, so long as no Enforcement Event or Breach Trigger in respect of a Specified Breach has occurred and is continuing, and subject to Section 2.03, to the extent that, after giving effect to such distributions, payments, Dispositions or other transfers, other assets or property which are pledged as Collateral subject to a first priority perfected lien in favor of the MDT and the aggregate Value of the Collateral (calculated as contemplated under Section 1.04 below) in an aggregate amount equal to the Required Balance.

**Section 4.02 Required Balance.** The Individual Obligor and other Pledgors shall not permit the aggregate Value of the Collateral to be less than the Required Balance at any time.

**Section 4.03 Reserved.**

**Section 4.04 Liens.** The Pledgors 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 Collateral other than the Liens created by the Security Documents.

**Section 4.05 Fundamental Changes.** The Asset Holdcos shall not consolidate, merge, divide, dissolve or liquidate unless (i) either (A) the applicable Asset Holdco is the surviving entity or (B) the resulting, surviving or transferee Person is a “domestic trust” for U.S. Federal tax purposes or a trust incorporated under the laws of Jersey that assumes the Obligations of the applicable Pledgor under the Security Documents (and, if applicable, the Obligations of the Pledgor under the Master Settlement Agreement), (ii) such consolidation, merger, division, dissolution or liquidation, after giving effect to clause (i) above, shall not have a material adverse impact on the value of, and the Secured Party’s interest in, and/or the rights and remedies of the Secured Party with respect to the Collateral (after giving effect to any liabilities with respect thereto), (iii) the Secured Party’s security interest in the Collateral shall remain perfected (without change in or loss of priority) and (iv) in the case of clause (i)(B) above, if reasonably requested by the Secured Party, the applicable Trust Pledgor shall deliver to the Secured Party an opinion of counsel, regarding the enforceability and perfection of the relevant security interest with respect to the Collateral.

**Section 4.06 Amendments or Waivers of Organizational Documents.** The Asset Holdcos and Trust Pledgor shall not make or permit any amendment, restatement, supplement or other modification to, or waiver of, any such Asset Holdco’s organizational documents (including trust documentation) after the Settlement Effective Date, in each case, to the extent the same (a) would materially adversely affect the perfection or priority of the Secured Parties’ Lien on the Collateral, (b) adds to the beneficiaries of a Trust Pledgor other than by adding a charity, former beneficiary, the spouse of a current or former beneficiary or by reason of the exercise of a power of appointment by a Person other than the trustee of such Trust Pledgor acting in such Person’s capacity as trustee (and not in their own individual or personal capacity), or (c) would reasonably be expected to be otherwise materially adverse to the interests of the MDT (or any other Secured Party) or the ability of the Payment Parties under the Master Settlement Agreement relating to Group 8, taken as a whole, to perform their Obligations and otherwise pay the SSH Payment Obligations under the Master Settlement Agreement, other than as permitted under the Master Settlement Agreement, without obtaining the prior consent of MDT to such amendment, restatement, supplement or other modification or waiver (such consent not to be unreasonably withheld or delayed) or thereafter taking such steps as are necessary to maintain the perfection and priority of the Secured Party’s Lien on the Collateral.

**Section 4.07 Restrictive Agreements.** The Pledgors shall not, enter into any transaction or series of related transactions that would restrict or impair in any material respect the ability of any Pledgor to sell, Dispose of or otherwise liquidate any of the Collateral except: as required under the Master Settlement Agreement and the Security Documents.

**Section 4.08 Change in Trustees.** The Trust Pledgor shall not permit or otherwise recognize the appointment of (including by granting control over any trust asset to) any additional or replacement trustee of such Trust Pledgor, unless and until such additional or replacement trustee (A) becomes a party to the Master Settlement Agreement, the Trust Pledge Agreement, and any other applicable Security Documents in its capacity as such trustee of the Trust Pledgor, (B) the trustees of such Trust Pledgor deliver an updated Trust Certification, and (C) takes any and all steps that are necessary to maintain the perfection and priority of the Secured Party’s lien on the Collateral; provided that the Trust Pledgor shall not change trustees without the prior written consent of the MDT ( such consent to be exercised in its sole discretion until the earliest of such time as (i) the Real Estate Substitution has occurred, (ii) the Mortgages have been recorded in accordance with the terms hereof, or (iii) the Pledgors have otherwise provided substitute Collateral in which the Secured Party has a perfected first priority security interest, in lieu of the Real

Estate Collateral, and thereafter such consent not to be unreasonably withheld or delayed), and no such change shall occur prior to thirty (30) days following the Settlement Effective Date.

**Section 4.09 Business Restrictions.** In the case of each Asset Holdco, engage in any business activities other than holding the Real Estate and Artwork and, if applicable, any other Collateral.

**Section 4.10 Confessions of Judgement.** The Individual Obligor and Trust Pledgor 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 Pledgor 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.

## **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 Master Settlement Agreement, the occurrence of the Settlement Effective Date shall be subject to the satisfaction (or waiver by the MDT with the consent of the Ad Hoc Committee and the Creditors' Committee) (which consent shall not be unreasonably withheld or delayed) of the following conditions:

- (a) The MDT (or its counsel) shall have received duly executed copies of (i) the Pledge Agreement, the Artwork Pledge Agreement and Mortgages and (ii) Control Agreement(s) (if applicable) in respect of the Collateral Account(s), each in form and substance satisfactory to the MDT (or its counsel);
- (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 each Pledgor (if applicable) and otherwise in form and substance reasonably satisfactory to the MDT (or its counsel);
- (c) reserved
- (d) reserved
- (e) Each Pledgor shall have delivered to the MDT a duly executed Further Assurances Undertaking in form satisfactory to the MDT; and
- (f) The MDT (or its counsel) shall have secured the Confessions of Judgment.

## **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 Obligor or Group 8, subject to Section 6.03, the Secured Party shall have the right to exercise all rights and remedies against the Collateral 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 and (ii) exercise exclusive control of the Collateral 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 Master Settlement Agreement, the Security Documents or otherwise incurred in connection with the exercise of remedies, in each case, solely with respect to Group 8, (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 Master Settlement Agreement solely on account of the Obligations of Group 8, and (C) third, the Settlement Payment Obligations and any remaining Obligations of Group 8 then outstanding under the Master Settlement Agreement, with any excess proceeds being retained by the Individual Obligor.

**Section 6.02 Death of Individual Obligor.** In the event of the death of the Individual Obligor while the Obligations of Group 8 to the MDT under the Settlement Agreement are greater than zero (assuming, for such purposes, the maximum amount that may be owed by Group 8 under the Settlement Agreement and Security Documents), the Payment Obligations of the Individual Obligor under the Settlement Agreement and the Security Documents shall remain obligations of the estate of the Individual Obligor.

**Section 6.03 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 8:

(i) Any Pledgor, fails to perform or observe any term, covenant or agreement contained in any of Sections 1.04 (with respect to the last paragraph thereof), 2.03 2.04, 2.05(a) and (b), 3.02 3.03, 3.05, 4.01, 4.04, 4.06, 4.08, 4.10 (solely with respect to the obligation to maintain regular renewals as necessary under applicable law of the Confessions of Judgment);

(b) The failure of any Pledgor perform or observe any obligation to deliver any supplement to the Confessions of Judgment pursuant to Section 4.10, 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 8.

(c) Any other breach by a Pledgor of any term, covenant or agreement contained in this Annex C that is not set forth in Section 6.02 shall constitute a Non-Specified Breach with respect to Group 8 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.

(d) The failure to maintain perfected, first priority liens for the benefit of the MDT in assets valued at least equal to the Required Balance (calculated as contemplated herein) at any time following the Effective Date and prior to time the SSH Payment Obligations have been satisfied in full shall be a Specified Breach and permit the MDT to exercise the Payment Remedy or the Release Remedy against the Group 8 as otherwise contemplated by the Master Settlement Agreement; provided, that if any such failure is due to the decline in value of a non-cash asset as reflected in an updated Appraisal as described in Section 3.01(b)(iii), the Pledgors shall have fifteen (15) days following the date such Appraisal is delivered to the Secured Party to pledge additional assets sufficient to again meet the Required Balance, in which event such Breach shall not be a Specified Breach.

(e) Any other breach by any Pledgor of any term, covenant or agreement contained in this Credit Support Annex or the Security Agreement, or in the event any representation or warranty made or deemed made by the Individual Obligor 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 Pledgors if not cured within thirty (30) days following notice by the MDT to the A-Side Payment Group 8 Representative of such Breach pursuant to Section 11.01 of the Master Settlement Agreement.

**ARTICLE VII.  
MISCELLANEOUS**

**Section 7.01 Termination.** The obligations described in this Credit Support Annex shall terminate, and all security interests granted in this Credit Support Annex shall be automatically released, on the first to occur of the following:

(i) the date on which the Master Settlement Agreement terminates following the Settlement Effective Date pursuant to its terms (e.g., pursuant to Section 2.04 of the Master Settlement Agreement); and

(ii) the date on which the all outstanding SSH Payment Obligations (including any Payment Obligation owed by Group 8 as a whole and all outstanding fees and expenses of the Secured Party) have been paid in full in cash and reduced to \$0 (including by way of prepayment or other advanced payments), other than any contingent obligations for which no claim or demand for payment, whether oral or written, has been made at such time.

**Section 7.02 Reinstatement.** Notwithstanding the foregoing Section 7.01, obligations of the Pledgors under the applicable collateral documents, and all security interests thereunder, shall be automatically reinstated if and to the extent that, for any reason, the MDT is required to disgorge, turn over, or otherwise pay to the Group 8 any amount paid to the MDT or any creditor trust by or on behalf of the Group 8, whether as a result of any proceeding in bankruptcy or reorganization or otherwise.

**EXHIBIT A to ANNEX G**

**ARTWORK**

Schedule 1– List Artwork of Collateral

<b>Inv.</b>	<b>Artist</b>	<b>Title</b>	<b>Dating</b>
46DLG	Edgar Degas	Deux Danseuses en Maillot	Circa. 1902
46DLK	Juan Gris	Les Cahiers de Musique	1925
46DLH	Nicolas de Staël	Les Martigues	1954

**G**