

**Exhibit D**  
**B-Side Agreement**

This Exhibit D sets forth certain provisions that apply only to the B-Side Payment Parties. To the extent that a numbered or lettered clause or section is included in this Exhibit D and a corresponding numbered or lettered clause or section is included in the body of the Agreement, such numbered clause or section included in this Exhibit D, and not the corresponding clause or section included in the body of the Agreement, shall apply to the B-Side Payment Parties. To the extent that a numbered or lettered clause or section is included in this Exhibit D but no corresponding numbered or lettered clause or section is included in the main Agreement, such numbered or lettered clause or section included in this Exhibit D shall apply only to the B-Side Payment Parties. For the avoidance of doubt, to the extent there is no corresponding numbered or lettered clause or section included in this Exhibit D, the relevant section or clause in the body of the Agreement shall apply to the B-Side Payment Parties in accordance with its terms.

1. **Representations and Warranties.** For the avoidance of doubt, the lead in to Article 7 remains unchanged by this Exhibit D.
  - a. **Section 7.08. No Litigation, Circumvention, Interference.** Only with respect to each B-Side Payment Group in which it belongs, except as disclosed in writing to Herbert Smith Freehills Kramer (US) LLP and Akin Gump Strauss Hauer & Feld LLP, as of the date hereof, there is no Proceeding of or before any court, tribunal, arbitrator or Governmental Authority pending or, to such Sackler Party's knowledge, threatened by or against such Sackler Party against or by any other Sackler Party, or any of its property, that:
    - i. involves, or might involve, the validity or enforceability of this Agreement or any Definitive Document (including the Collateral Documents),
    - ii. could adversely affect the ability of any Sackler Party and its Related Parties to perform any of its or their obligations under this Agreement or any Definitive Document (including the Collateral Documents), including any Proceeding asserting that any action contemplated to be taken by a trustee on behalf of any Trust in accordance with this Agreement or any Definitive Document (including the Collateral Documents) is invalid or unenforceable, or would be invalid or unenforceable if so taken,
    - iii. seeks to prevent the consummation of any of the transactions contemplated by this Agreement or any Definitive Document (including the Collateral Documents), or
    - iv. challenges the authority of a trustee to act in such capacity with respect to any Trust, including performing under this Agreement or the Definitive Documents (including the Collateral Documents).
2. **Covenants.**

a. **Section 8.01 Non-Circumvention.** Each Sackler Party covenants and agrees that it shall not, and shall cause all Persons under its Control not to, intentionally:

- i. take or fail to take; or
- ii. assist any other Person in taking or failing to take,

any action a purpose or material effect of which is to avoid, circumvent, frustrate or impair the ability of any Sackler Party to satisfy its Obligations or other obligations under this Agreement or any Collateral Document to which it is a party, the enforcement thereof or the ability of the MDT to recover any unpaid Obligations (a “Prejudicial Impact”); *provided* that, notwithstanding the foregoing, any Sackler Party may:

- I. take any action expressly permitted by this Agreement (including the Credit Support Annexes) or the Collateral Documents to which it is a party; and
- II. undergo a conversion, recapitalization, reorganization, division, appointment in further trust, appointment of new trustees or personal representatives, or exchange of securities into one or more corporations, limited liability companies, limited partnerships, trusts or other entities, or otherwise terminate or restructure and distribute its assets and liabilities (in whole or in part) to one or more other Sackler Parties, and such action shall not constitute a Prejudicial Impact, but only, in each case, to the extent that (A) the resulting entity or trust, or in the case of an appointment of a new trustee, such new trustee solely in its capacity as the trustee of such trust, assumes the obligations of such Sackler Party in this Agreement pursuant to a joinder agreement in the form attached hereto as Exhibit W, (B) to the extent such Sackler Party has provided Collateral to the MDT or any other Secured Party pursuant to any Collateral Document, such conversion, recapitalization, reorganization, division, appointment, exchange or other transaction shall not have the effect of rendering any liens in favor of the MDT or any other Secured Party granted by such Sackler Party pursuant to any Collateral Document invalid, unenforceable or unperfected or adversely affect the priority thereof and any surviving or resulting trust or entity shall take any and all steps as are necessary to maintain the MDT’s or such other Secured Party’s perfected security interest (without lapse or change in priority) and also complies with all applicable limitations and requirements imposed under each Collateral Document to which such Sackler Party is a party, (C) the resulting entity or Trust is in the same Payment Group as its predecessor, or, in the case of a Crossover Member, the Crossover Member allocates its assets and liabilities proportionately among all Payment Groups it belongs to, (D) in the case of a Trust, each trustee and each Assuring Party that is a Power Holder of the continuing or resulting Trust shall have delivered to the

MDT a Trust Certification and Further Assurances Undertaking, respectively, and (E) in the case of any change in the personal representatives of an Estate, each personal representative and each Assuring Party that is a Power Holder of an Estate shall have delivered to the MDT an Estate Certification and Further Assurances Undertaking, respectively.

- b. **Section 8.02 No Interference.** Each Sackler Party hereby covenants and agrees that it will not, in its own individual capacity or as trustee, fiduciary or Power Holder of any other Sackler Party, and shall cause all Persons under its Control not to, intentionally
- i. take or fail to take, or
  - ii. assist any other Person in taking or failing to take,

any action that would in any material respect interfere with, delay, impede, postpone, or frustrate (A) the confirmation or consummation of the Plan (except for the exercise of any express right under this Agreement), or (B) the (1) implementation of the transactions contemplated in this Agreement and under the Collateral Documents to which such Sackler Party, in its own individual capacity or as trustee or fiduciary of any other Sackler Party, is a party, or (2) the future performance of such Sackler Party hereunder or thereunder.

Such transactions shall include, for the avoidance of doubt, to the extent any of the following would be reasonably expected to have a Prejudicial Impact, amending any governing document of a Sackler Party, exercising a power of appointment over trust property (or granting a power of appointment over trust property to another Person), removing or replacing any trustee or Power Holder of such Trust, adding or removing any beneficiary of such Trust, or otherwise modifying any provision of such Trust related to (i) the entitlement of any beneficiary to receive any income or principal distributions of such Trust or (ii) the governance of such Trust.

Without limiting the foregoing, no Sackler Party shall threaten in writing to commence, or commence, any Proceeding of or before any court, tribunal, arbitrator or Governmental Authority that (a) challenges the validity or enforceability of this Agreement or any Definitive Document (including the Collateral Documents), (b) asserts that any action contemplated to be taken by a trustee on behalf of any Trust in accordance with this Agreement or any Definitive Document (including the Collateral Documents) is invalid or unenforceable, or would be invalid or unenforceable if so taken, (c) seeks to prevent the consummation of any of the transactions contemplated by this Agreement or any Definitive Document (including the Collateral Documents), or (d) challenges the authority of a trustee to act in such capacity with respect to any Trust in performing under this Agreement or the Definitive Documents (including the Collateral

Documents); but excluding the removal or replacement of a trustee, provided (x) such action does not interfere with the compliance by any Trust with this Agreement or the Definitive Documents (including the Collateral Documents) or such Trust's ability to carry out the actions contemplated herein and therein and (y) in the case of the appointment of a successor trustee, such successor trustee executes and delivers to the MDT a Trust Certification substantially in the form attached to this Agreement as Exhibit Q agreeing to be bound by the terms of this Agreement and the Definitive Documents (including, without limitation, the Collateral Documents) to which such Trust is a party.

**c. Section 8.17 Certain Provisions Regarding the Raymond and Beverly Sackler Entities.**

i. *Conditions for Becoming Payment Parties; Escrow of Signature Pages.* Each of the parties to this Agreement acknowledges and agrees that the BFS Estate and the Beverly Sackler Revocable Trust (together, the "Beverly Sackler Entities"), the Estate of Raymond R. Sackler and the Raymond R. Sackler Marital Trust u/a 3/29/2012 (together, the "Raymond Sackler Entities") (each of the Beverly Sackler Entities and Raymond Sackler Entities, individually, a "Beverly and Raymond Sackler Entity" and collectively, the "Beverly and Raymond Sackler Entities") shall be Shareholder Released Parties on the Settlement Effective Date but shall each, individually, become Payment Parties and incur obligations under this Agreement (including the applicable Credit Support Annexes and the other Settlement Agreements) only after, and any signature page delivered by such Beverly and Raymond Sackler Entity shall be held in escrow and shall not be released until:

(A) such Beverly and Raymond Sackler Entity (or the Sackler Parties' Representative on its behalf) provides written notice to the MDT confirming that all applicable tax issues with respect to such Entity have been resolved to the satisfaction of such Entity;

(B) final probate court approval of the participation of such Entity is obtained; and

(C) the MDT has provided its consent with respect to such Entity (which consent shall not be unreasonably withheld);

provided, the MDT's consent shall not be required pursuant to this clause (C) for such Entity if the written notice contemplated by clause (A) with respect to such Entity includes a statement that either (x) the residuary beneficiaries of such Entity have irrevocably assigned their interests in such Entity to one or more public charities, meaning organizations described in section 501(c)(3) of the Code other than private foundations as defined in section 509(a) of the Code, such assignments have been recognized as

effective by the probate court, and the named residuary beneficiaries of such Entity (that is, the residuary beneficiaries of such Entity prior to such assignments) have voluntarily terminated their status as private foundations under section 507(a)(1) of the Code, OR (y) such Entity has made a good-faith effort to satisfy the elements set forth in Treas. Reg. section 53.4941(d)-1(b)(3), commonly referred to as the estate administration exception to self-dealing.

In the event that the MDT's consent is required pursuant to the immediately preceding clause (C), and notwithstanding the timely satisfaction of the preceding clauses (A) and (B) by a Beverly and Raymond Sackler Entity, the MDT withholds its consent, such Entity shall nonetheless constitute a Shareholder Released Party under this Agreement.

In addition, each of Raymond R. Sackler Credit Shelter Trust u/a 3/29/2012 and Raymond R. Sackler GST Exempt Marital Trust u/a 3/29/2012 (the "Additional Raymond Trusts") shall be Shareholder Released Parties on the Settlement Effective Date but shall each, individually, become Payment Parties and incur obligations under this Agreement (including the applicable Credit Support Annexes and the other Settlement Agreements) when the Raymond Sackler Entities become Payment Parties once the requirements set forth in this Section 8.17 have been satisfied with respect to the Raymond Sackler Entities, and any signature page delivered by any such Additional Raymond Trust shall be held in escrow and shall not be released until released concurrently with the signature pages for the Beverly and Raymond Sackler Entities.

- ii. *Snap-Back Date*: If any Beverly and Raymond Sackler Entity does not have its respective signature page released prior to the first anniversary of the Settlement Effective Date (the "Snap-Back Date"), then such Person (and, in the case of any Raymond Sackler Entity, the Additional Raymond Trusts) shall cease to be a Shareholder Released Party under this Agreement as of the day following the Snap-Back Date, subject to the provisions of clause (iii) below. For so long as any Beverly and Raymond Sackler Entity or any Additional Raymond Trust remains a Shareholder Released Party under this Agreement, the releases granted to such Person under this Agreement and the applicable Settlement Agreements shall remain subject to the Release Remedy.
- iii. *Extension of Snap-Back Date*: Notwithstanding clause (ii) immediately above, but subject to clause (iv) immediately below, if any Beverly and Raymond Sackler Entity or one or more Sackler Parties and/or their fiduciaries are working in good faith to resolve the relevant issues and obtain all approvals needed to release such Person's signature page to this Agreement (the "Extension Condition"), the Sackler Parties' Representative or a representative of the Beverly and Raymond Sackler Entities may elect

to extend the Snap-Back Date for such Person (and with respect to any Raymond Sackler Entity, the signature page of each Additional Raymond Trust) to a later date on any one or more occasions by delivering notice (a “Snap-Back Extension Notice”) to the MDT no later than thirty (30) days prior to the then-applicable Snap-Back Date.

- iv. *MDT Dispute Rights*: If the MDT objects in good faith to the extension contemplated by the Snap-Back Extension Notice (which objection may not be made with respect to any Beverly and Raymond Sackler Entity if the Snap-Back Extension Notice with respect to such Beverly and Raymond Sackler Entity or Additional Raymond Trust expressly states that it is delivered in anticipation of such Beverly and Raymond Sackler Entity (or any residuary beneficiary thereof) receiving a pending response or decision from one or more governmental entities (including any governmental agency or office or any court) which ultimately relates, in the judgment of such Beverly and Raymond Sackler Entity, to such Beverly and Raymond Sackler Entity resolving tax issues or obtaining final probate court approval, and the extended Snap-Back Date is reasonably commensurate with the anticipated timing of such response), the MDT shall notify the Sackler Parties’ Representative no later than fifteen (15) days prior to the then-applicable Snap-Back Date (a “Snap-Back Objection Notice”). If the MDT timely delivers a Snap-Back Objection Notice, the parties will work together in good faith to resolve such objection; provided the applicable Beverly and Raymond Sackler Entity and/or Additional Raymond Trusts shall remain a Shareholder Released Party for all purposes through the extended Snap-Back Date set forth in the Snap-Back Extension Notice, unless and until otherwise mutually agreed.
- v. If any Beverly and Raymond Sackler Entity becomes a Payment Party and incurs obligations under this Agreement as contemplated by Section 8.17(i), then (x) the liability of such Entity shall be subject to a reserve in an amount the trustees (in the case of the Beverly Sackler Revocable Trust and the Raymond R. Sackler Marital Trust u/a 3/29/2012) or the executors (in the case of the BFS Estate and the Estate of Raymond R. Sackler) determine to be appropriate in the exercise of their fiduciary duties to address administrative costs and third-party liabilities; provided, in no event shall such reserve be less than \$1,800,000 (in the case of the Beverly Sackler Entities) (the “Beverly Sackler Reserve”) and \$500,000 (in the case of the Raymond Sackler Entities) (the “Raymond Sackler Reserve”), and shall be subject to further adjustment by the probate court or any appellate court, (y) the residuary assets of such Entity (before the Beverly Sackler Reserve and the Raymond Sackler Reserve and before the obligations under this Agreement are taken into account), in the case of any Beverly Sackler Entities, less the amount of the Beverly Sackler Reserve, provided that the Beverly Sackler Reserve shall not be taken into account more than one time for both Beverly Sackler Entities together, and in the case of any Raymond

Sackler Entities, less the amount of the Raymond Sackler Reserve, provided that the Raymond Sackler Reserve shall not be taken into account more than one time for both Raymond Sackler Entities together, shall be allocated 50% for the benefit of B-Side Payment Group 1 and 50% for the benefit of B-Side Payment Group 2, with any portion (up to 100%) of the amount allocated to each such Payment Group being payable, at the election of such Payment Group (acting by a majority of its Payment Parties who are not Crossover Members), to the MDT and applied toward such Payment Group's Settlement Payment Obligations (in chronological order), and any portion of such allocated amount not so paid being contributed to the applicable Holding Company Pledgors owned by the relevant Beverly and Raymond Sackler Entity within such Payment Group and thereafter governed by such Payment Group's Credit Support Annex.

**d. Section 8.18 Certain Provisions Regarding the Estate of Jonathan Sackler.**

Notwithstanding anything to the contrary in Sections 10.01(a)(xv), 10.01(c) and 10.01(d) of the Master Settlement Agreement, solely with respect to the JDS Estate and the JDS Revocable Pourover Trust, as the only Trust that explicitly guarantees the obligations of the JDS Estate (collectively, the "JDS Entities"), this Section 8.18 shall control. For the avoidance of doubt, the requirements set forth in Sections 10.01(a)(xv), 10.01(c), and 10.01(d), including final court approval and the expiration of any applicable appeal period, shall not constitute conditions precedent to the occurrence of the Settlement Effective Date with respect to the JDS Entities, and the absence of such approval shall not delay, prevent or otherwise condition the Settlement Effective Date.

- i. *Conditions for Becoming Payment Party; Escrow of Signature Page.* Each of the parties to this Agreement acknowledges and agrees that the JDS Entities shall be Shareholder Released Parties on the Settlement Effective Date but shall become Payment Parties, and incur obligations under this Agreement (including the applicable Credit Support Annexes and the other Settlement Agreements), only upon the occurrence of the circumstances described in clause (v) below, and any signature page delivered by the JDS Entities shall be held in escrow and shall not be released except as provided in clause (v) below.
- ii. *JDS Snap-Back Date:* If the JDS Entities do not have their signature pages released prior to the eighteen-month anniversary of the Settlement Effective Date (the "JDS Snap-Back Date"), then the JDS Entities shall cease to be Shareholder Released Parties under this Agreement as of the day following the JDS Snap-Back Date, subject to the provisions of clause (iii) below. For so long as the JDS Entities remain Shareholder Released Parties under this Agreement, the releases granted to the JDS Entities under this Agreement and the applicable Settlement Agreements shall remain subject to the Release Remedy. If the JDS Snap-Back Date occurs (after giving effect to

all extensions pursuant to clause (iii) below), then any recoveries against any of the JDS Entities by the MDT, any Creditor Trust or any other party granting a release of Shareholder Released Parties pursuant to the Plan or any Settlement Agreement shall reduce, on a dollar-for-dollar basis, the remaining Settlement Payment Obligations of B-Side Payment Group 2's Payment Parties (and such reduction shall be applied in chronological order commencing with the Payment Date next following the date of such recovery).

- iii. *Extension of JDS Snap-Back Date:* Notwithstanding clause (ii) immediately above, but subject to clause (iv) immediately below, if the JDS Entities and their fiduciaries are using reasonable best efforts to obtain final probate court approval, pursue any appeal, and satisfy the conditions to release the JDS Entities' signature pages to this Agreement, and the proximate cause of the failure to do so by the then-applicable JDS Snap-Back Date is due to matters outside the reasonable control of the JDS Entities (it being understood that nothing in this Agreement shall require a fiduciary to undertake any course of action that would reasonably be expected under applicable law to expose the fiduciary to personal liability, the "JDS Extension Condition"), the Sackler Parties' Representative or a representative of the JDS Entities may elect to extend the JDS Snap-Back Date for the JDS Entities by up to 90 days on one or more occasions by delivering notice (a "JDS Snap-Back Extension Notice") to the MDT no later than thirty (30) days prior to the then-applicable JDS Snap-Back Date, setting forth the proposed length of the extension and the reasoning therefor.
- iv. *MDT Dispute Rights:* If the MDT objects in good faith to the extension contemplated by the JDS Snap-Back Extension Notice (which objection shall be limited to good faith arguments by MDT that the JDS Snap-Back Extension Notice was improper on account of the failure by the JDS Entities to comply with the immediately preceding subsection, if the JDS Snap-Back Extension Notice expressly states that it is delivered in anticipation of the JDS Estate (or any residuary beneficiary thereof) receiving a pending response or decision from one or more governmental entities (including any governmental agency or office or any court) which ultimately relates, in the judgment of the JDS Entities, to final probate court approval of the participation of the JDS Estate, and the extended JDS Snap-Back Date is reasonably commensurate with the anticipated timing of such response), the MDT shall notify the Sackler Parties' Representative no later than fifteen (15) days prior to the then-applicable JDS Snap-Back Date (a "JDS Snap-Back Objection Notice"). If the MDT timely delivers a JDS Snap-Back Objection Notice, the parties will work together in good faith to resolve such objection; provided, the JDS Entities shall remain Shareholder Released Parties for all purposes through the extended JDS Snap-Back Date set forth in the JDS Snap-Back Extension Notice, unless and until otherwise mutually agreed.

- v. *Additional Provisions Regarding the JDS Estate.* The following provisions shall apply in connection with the JDS Estate's pursuit of the circumstances under which it may become a Payment Party under Section 8.18(i) and, if such circumstances occur, its participation, together with the JDS Revocable Pourover Trust to the extent applicable, as Payment Parties under this Agreement:
- A. **Reserve.** In all cases, the assets of the JDS Estate available to satisfy Payment Obligations shall be subject to any reserve to address potential liabilities to non-settling and unknown claimants, in an amount set by the probate court or any appellate court.
  - B. **General Limitations.** All obligations of the JDS Entities under this Agreement, including all representations and warranties made by the JDS Entities, are and shall remain subject to any limitations imposed by applicable law and the probate court process.
  - C. **Acceptance of MDT Claim.** Subject to clauses A (Reserve) and B (General Limitations) above, the JDS Estate shall timely accept, through the probate court process and subject to all requirements imposed by applicable law, a claim submitted by the MDT or one or more other creditor trusts in an aggregate amount equal to the maximum remaining Payment Obligations of the JDS Estate and the B-2 Payment Group under this Agreement.
  - D. **Expedited Appeal.** If any appeal is taken from any probate court order relating to the participation of the JDS Estate or the JDS Revocable Pourover Trust under this Agreement, the JDS Entities shall use reasonable best efforts to pursue such appeal expeditiously, including by seeking expedited briefing, argument, hearing, decision and any other reasonably available procedural accommodation to cause such appeal to be expedited to the fastest feasible schedule.
  - E. **Interim Distribution / Set-Aside Request.** If permissible under applicable law and the probate court process, during the pendency of any appeal pursuant to Connecticut General Statutes Section 45a-364, the JDS Estate shall seek an order under Connecticut General Statutes Section 45a-380(c) for establishment of a set-aside pursuant to the proviso of that section authorizing a distribution pending appeal. Upon entry of an order establishing such a set-aside and permitting distribution pending appeal, the JDS Entities shall become Payment Parties for all purposes under this Agreement; provided that their payment and collateral obligations shall be limited to the amounts then permitted under such order and

applicable law, their escrowed signature pages shall be released and the collateral they are then permitted to pledge shall become subject to the B-2 Credit Support Annex. The JDS Estate shall pay such permitted amounts on the next Payment Date, net of reserves for Taxes and administration costs, in accordance with such order, this Agreement, the B-2 Credit Support Annex and applicable law. If a final order that is no longer subject to further appeal permits payment of additional amounts, the JDS Estate shall pay such additional amounts on the next Payment Date, net of reserves for Taxes and administration costs, in accordance with such final order, this Agreement, the B-2 Credit Support Annex and applicable law, and the JDS Entities' payment and collateral obligations shall extend to such additional amounts. If no prior order has caused the JDS Entities to become Payment Parties, then upon entry of such a final order they shall become Payment Parties on the same basis.

F. **Pledge of Assets.** Subject to clauses A (Reserve) and B (General Limitations) above, the JDS Estate shall, as soon as reasonably possible after it becomes a Payment Party, pledge to the MDT (or any other secured party contemplated by this Agreement) substantially all assets of the JDS Estate that applicable law and the probate court process permits to be pledged as security for such Payment Obligations, in each case subject to any exceptions expressly set forth in this Agreement, including Exhibit F.

G. **Execution and Escrow of Documents.** Prior to the Settlement Effective Date, the JDS Entities shall execute any documents reasonably required to effectuate their participation in this Agreement as Payment Parties. Any such signed documents, including any signature page delivered by the JDS Entities, shall be held in escrow by counsel to the MDT unless and until the JDS Entities become Payment Parties under this Agreement as provided in this Section 8.18.

H. **Reporting.** Until the JDS Entities become Payment Parties or cease to be Shareholder Released Parties pursuant to this Section 8.18 (whichever occurs first), the JDS Estate shall provide written reports to the MDT no less frequently than quarterly regarding the status of the matters described in this Section 8.18 and shall provide additional updates upon reasonable request.

- e. **Section 8.19 Compliance with Plan.** Each Sackler Party further covenants and agrees to comply with the provisions of the Plan applicable to it.
- f. **Section 8.20 Notice of Certain Breaches.** Each Sackler Party shall, or shall cause the Sackler Parties' Representative to, provide the MDT with written notice

no later than 30 days after such Sackler Party obtains knowledge of any facts or circumstances that, had such facts or circumstances existed as of the date hereof, would have been required by Section 7.08 to have been disclosed in connection therewith.

- g. **Section 9.01 Breach.** The events described in this Section 9.01 shall, as specified herein, constitute a “Breach Trigger”, “Specified Breach” or “Non-Specified Breach”:

...

(a) Non-Payment. Any failure by one or more Payment Parties to pay, when due, any amount due and payable under this Agreement that such Payment Party (or the Payment Group to which it belongs) is obligated to pay and that is described in either clause (i) or clause (ii) below:

(i) the Payment Obligations (excluding the IAC Sale Bonus Payment (which shall be governed by Section 2.06 and Section 9.01(b)(i) in all cases) and any amounts described in clause (ii) of this Section 9.01(a)), constituting any (A) Payment Date Obligation and (B) Breach Fees, reimbursements or other obligations arising from a failure to pay a Payment Date Obligation; or

(ii) any other Breach Fee pursuant to Section 9.05, or any reimbursements or other obligations included in the definition of “Payment Obligation” (other than (A) Payment Date Obligation, (B) Breach Fees, reimbursements or other obligations arising from a failure to pay a Payment Date Obligation, and (C) reimbursements and other obligations contemplated by Exhibit Z, which shall in all cases be borne solely by the responsible Payment Party expressly set forth in Exhibit Z),

each of which, upon notice by the MDT to the Sackler Parties’ Representative pursuant to Section 11.01 and subject to the last paragraph of this Section 9.01(a), shall constitute a Specified Breach with respect to:

(x) in the case of a failure to pay described in clause (i), all the Payment Parties in such Payment Group; or

(y) in the case of a failure to pay described in clause (ii), only the Payment Party that is in Breach, together with its Affiliated Payment Parties, with the term “Affiliate” being interpreted consistent with Article VII of the B-Side Credit Support Annexes (Annexes E and F), all of which parties shall be liable in respect of the Payment Obligations described in clause (ii), except to the extent any such amount is expressly allocated to a specific Payment Party pursuant to Exhibit Z, in which case liability shall be limited to such Payment Party.

For the avoidance of doubt, no Specified Breach by any Payment Group under this Section 9.01(a) shall be a Specified Breach by any other Payment Group, and no obligations of any Payment Group shall be affected by a Breach by any Payment Party pursuant to this Section 9.01(a) other than a Payment Party in such Payment Group.

There shall be no Breach Trigger associated with any Specified Breach described in Section 9.01(a)(i) with respect to any Payment Obligations described in clauses (A) or (B) thereof. Any failure described in Section 9.01(a)(ii) shall, upon notice by the MDT to the Sackler Parties’ Representative pursuant to Section 11.01, constitute a Breach Trigger, and if such Breach Trigger continues for ten (10) Business Days or more (if such longer period is specified in Exhibit Z), shall constitute a Specified Breach with respect to the relevant Payment Parties described in clause (y) of this Section 9.01(a).

(e) **Contest of Validity of Agreement.** If any Sackler Party, through a legal proceeding, (i) contests in writing the validity or enforceability of any provision of this Agreement or any Definitive Document or the authority of any Sackler Party (including, without limitation, any Trust of which any Sackler Party is a trustee) to bind such Sackler Party or any other Sackler Party hereunder or thereunder (including in any judicial forum or by asserting that the Agreement or any Definitive Document to which such Sackler Party is a party does not constitute a valid or binding obligation of such Sackler Party), (ii) denies in writing that it has any further liability or obligation under the Agreement or any other Definitive Document (other than in accordance with its terms including as a result of payment in full of its Payment Group’s Settlement Payment Obligations and all other Obligations), (iii) purports in writing to revoke or rescind the Agreement or the Collateral Documents to which it is a party or (iv) purports in writing to challenge the validity, enforceability or perfected nature of the liens created thereby (such actions set forth

in clauses (i)-(iv), collectively, the “Challenges”) which, upon notice by the MDT to the Sackler Parties’ Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, and (x) such Challenge is not withdrawn or otherwise remedied within fifteen (15) calendar days of such notice, then such Challenge shall constitute a Specified Breach with respect to such Sackler Party and, (y) unless each other member of the related Payment Group of which such Sackler Party is a member delivers, within forty-five (45) calendar days of such notice, a written undertaking to the MDT that: (A) reaffirms its liability and obligations with respect to this Agreement and/or any Definitive Document which was the subject of the Challenge by the applicable Sackler Party; (B) disavows expressly the applicability of such Challenge to such other member; (C) agrees not to rely on such Challenge (or any resulting decision or judgment); and (D) confirms its obligations and commits to fully perform under this Agreement and the Definitive Documents to which it is a party, then such Challenge shall also constitute a Specified Breach with respect to each such member of the related Payment Group which fails to timely reaffirm and disavow the Challenge of the applicable Sackler Party in accordance with the terms of this Section 9.01(e).

- (f) **Invalidity and Enforceability of Agreement.** If a court of competent jurisdiction determines in a final judgment (that has not been stayed despite reasonable good faith efforts of the parties thereto who are parties hereto) that any Obligation of a Payment Party (including any successor trustees thereof) under this Agreement or the Collateral Documents (i) is not a valid or binding obligation of such Payment Party (or any successor trustee thereof) or (ii) is not enforceable against such Payment Party (or any successor trustee or property thereof) in accordance with its terms, in either case: (x) to the extent such judgment relates to a Payment Obligation of a Payment Party, upon notice by the MDT to the Sackler Parties’ Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, such judgment shall constitute a Specified Breach with respect to such Payment Party during the period when such judgment is unstayed, and unless each other member of the Payment Group of which such Payment Party is a member delivers, within thirty (30) calendar days of such notice, a written undertaking to the MDT that: (A) reaffirms its liability and obligations with respect to their Obligations, including as necessary and appropriate, to reformulate such Obligations to address infirmities identified by the judgment; (B) expressly disavows the applicability of such judgment to such other member; (C) agrees not to rely on such finding, judgment or decision; and (D) confirms its obligations and commits to fully

perform its Obligations, such judgment shall also constitute a Specified Breach with respect to each such member of the related Payment Group which does not so reaffirm and disavow such judgment in accordance with this Section 9.01(f); and (y) to the extent such judgment relates to an Obligation other than a Payment Obligation, (i) the breach of which would be a Specified Breach, such judgment shall constitute a Specified Breach with respect to such Payment Party or (ii) the breach of which would be a Non-Specified Breach, such judgment shall constitute a Non-Specified Breach with respect to such Payment Party, and, in the case of either clauses (y)(i) and (y)(ii), unless each other member of the related Payment Group reaffirms its liability and obligations with respect to this Agreement and/or the Collateral Documents which were the subject of such judgment in accordance with clauses (A)-(D) of this Section 9.01(f), within forty-five (45) calendar days of such notice, then such judgment shall constitute a Specified Breach or a Non-Specified Breach, respectively, with respect to each such member of the related Payment Group which does not so reaffirm and disavow such judgment in accordance with this Section 9.01(f).

- (g) **Collateral.** Except as otherwise expressly provided in this Agreement or any Collateral Document, including to the extent any such perfection is not required hereunder or thereunder, and except as the direct and exclusive result of an action or a failure to act on the part of the Secured Party (including the failure to maintain possession of certificates or instruments actually delivered to it representing securities or other possessory collateral pledged under the Collateral Documents or to file Uniform Commercial Code continuation statements), (i) except as set forth in clause (ii) of this Section 9.01(g), any Sackler Party's security interest and Lien on any of the Collateral purported to be created by any Collateral Document shall cease to be in full force and effect, or shall cease to give the Secured Party the Liens, rights, powers and privileges purported to be created and granted under such Collateral Document (including a valid, enforceable, perfected, first priority security interest in and Lien on the Collateral thereunder in favor of the Secured Party), (ii) the Secured Party fails to have a validly perfected, first priority lien on and security interest in one hundred percent (100%) of any Sackler Party's Equity Interests of the IAC Pledged Entities or (iii) it shall be asserted by or on behalf of any Sackler Party not to be, a valid, enforceable, perfected, first priority security interest in or Lien on the Collateral covered thereby or that a material portion of the property (determined on a Payment Group basis, by reference to value of the Payment Group's Collateral) was not properly pledged or otherwise did not constitute Collateral, which shall, upon notice by the MDT to the Sackler Parties'

Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, constitute a Breach Trigger and which, if such Breach Trigger continues for thirty (30) or more days shall constitute a Specified Breach only with respect to such Sackler Party.

...

(k) **Other Breaches.** To the extent not enumerated in this Section 9.01 or otherwise under this Agreement as a Specified Breach (or Breach Trigger associated with a Specified Breach), any Sackler Party fails to perform or observe any term, covenant or agreement contained in this Agreement or any other Definitive Document on its part to be performed or observed, which, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, shall constitute a Breach Trigger, and which, if such Breach Trigger continues for thirty (30) or more days, shall constitute a Non-Specified Breach with respect to such Sackler Party; *provided*, that if such Breach Trigger results from the breach by a Sackler Party included in any B-Side Payment Group of Section 7.08 or Section 8.02, and continues for thirty (30) or more days uncured, such continuing Breach Trigger shall instead constitute a Specified Breach by such Sackler Party. For the avoidance of doubt, no Breach Trigger described in the proviso to this Section 9.01(k) shall constitute a Breach prior to the expiration of such thirty (30)-day period without cure.

h. **Section 11.23 Reservation of Rights.** The Confirmation Order entered on November 18, 2025 and this Agreement are intended, among other things, to implement the obligations set forth in the Settlement Stipulation Dismissing Proceedings Without Prejudice attached as Exhibit A to the Joint Stipulation of Dismissal Without Prejudice filed on August 1, 2025 on the docket of the Bankruptcy Cases [D.I. 7713] ("Settlement Stipulation"). Consistent with the Confirmation Order (including without limitation paragraph 33(a) thereof, which is incorporated herein by reference), nothing in this Agreement shall extend, broaden, modify or limit any rights, defenses, claims, or positions of any of the parties to the Settlement Stipulation in the litigation that is the subject of the Settlement Stipulation. Nothing herein shall modify or limit the rights of any party under the Settlement Stipulation, nor shall any provision herein be construed to affect any party's rights under the Settlement Stipulation or in the litigation that is the subject of the Settlement Stipulation. Nothing in this Agreement shall be deemed to waive, release, modify, or otherwise affect any rights, remedies, claims, or defenses that any party may have under the Settlement Stipulation, or any rights that any party may have in connection with the litigation underlying the Settlement Stipulation. All such rights are expressly reserved. This Agreement shall not modify, amend, or

supersede any provision of the Settlement Stipulation. The duties and obligations of the trustees of the B-Side Family Group 1 trusts to all beneficiaries of the B-Side Family Group 1 trusts are preserved and not waived by any provision herein; provided, however, that nothing herein shall prevent or preclude such trustees from complying in all respects with their fiduciary duties as trustees, including taking all actions necessary to comply with the B-Side Payment Group 1's payment obligations under this Agreement.