

MSA - Exhibit I
Termination Events

Capitalized terms used in this Exhibit have the meanings set forth in the Agreement. These termination rights apply as of the Agreement Effective Date.

(a) Sackler Parties Termination Events. The Sackler Parties' Representative may terminate this Agreement, including the obligations of the Parties hereunder, by delivery of a written notice to the Governmental Consent Parties, the Debtors, and the Creditors' Committee upon the occurrence and continuation of any of the following events, in each case prior to the Plan Effective Date:

i. the Bankruptcy Court (A) enters an order denying confirmation of the Plan, (B) enters an order finding that any action taken by any Debtor (or any successor in interest of any Debtor) would render confirmation of the Plan impossible, or (C) otherwise declines to confirm the Plan, in each case, on grounds related to the Shareholder Releases, the Channeling Injunction, this Agreement, the Collateral Documents, and, in each case, (X) the Bankruptcy Court does not enter an order confirming the Plan (or, in the case of foregoing clause (B), otherwise reversing its decision) within 90 days thereafter or (Y) the Debtors cease to diligently pursue confirmation of the Plan within 10 Business Days of receipt of notice from the Sackler Parties' Representative alleging that the Debtors are not so pursuing confirmation diligently;

ii. the Bankruptcy Court (or other court of competent jurisdiction) enters an order (A) directing the appointment of a liquidator, judicial manager, trustee, receiver, or examiner with expanded powers or a trustee in any of the Bankruptcy Cases, (B) converting any of the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code, or (C) dismissing any of the Bankruptcy Cases, in each case, the effect of which would render the Shareholder Settlements (as defined in the Plan) incapable of consummation on the terms set forth therein;

iii. any of the Debtors supports another Person in filing any plan of reorganization or liquidation other than the Plan and has not rescinded such support within 10 Business Days of receipt of notice from the Sackler Parties' Representative;

iv. any of the Debtors or the Creditor' Committee proceed on a motion or pleading asserting any purported claims or causes of action against any Shareholder Released Party that would be subject to the Shareholder Releases, and, in each case has not, within 5 Business Days of receipt of notice from the Sackler Parties' Representative, withdrawn such motion or pleading; provided that the Creditors' Committee proceeding on any motion or pleading primarily in connection with (A) tolling, tolling agreements, or other preservation of claims (whether related to if the Plan Effective Date does not occur, the exercise of the Release Remedy, or otherwise) or (B) anti-secretion or other preservation of assets, in each case, shall not permit Sackler Parties' Representative to terminate this Agreement pursuant to this section (a)(iv);

v. any of the Debtors (A) withdraws the Plan and has not, within 60 days of receipt of notice from the Sackler Parties' Representative, replaced the Plan with a chapter 11 plan consistent with the Sackler Parties' Representative's consent rights under this Agreement and, (B) modifies the Shareholder Releases, the Channeling Injunction, this Agreement or the Collateral Documents (or files a new Plan with such modified terms) to the extent such modification would require the consent of the Sackler Parties' Representative under this Agreement and the Debtors have not, within 30 days of receipt of notice from the Sackler Parties' Representative, reversed such modification or further modified the Plan in a manner consistent with the Sackler Parties' Representative's consent rights under this Agreement or (C) the Sackler Parties' Representative has received an order from the Bankruptcy Court that any modification to the Plan is inconsistent with the Sackler Parties' Representative's consent rights under this Agreement and the Debtors have not, within 5 Business Days of receipt of notice from the Sackler Parties' Representative, revised the Plan on terms consistent with such consent rights;

vi. the Bankruptcy Court enters an order terminating the Preliminary Injunction¹ or the Preliminary Injunction otherwise terminates;

vii. the Settlement Effective Date has not occurred by the earlier of (A) three months after the entry of the Confirmation Order, provided that such three month period shall be extended automatically (without any further action on the part of any Party) if the Settlement Effective Date is delayed as a result of (x) any delay in obtaining any state or federal regulatory licenses, consents, or approvals, or in transferring, assigning, or novating any state or federal government contracts necessary to implement and effectuate the Plan, and such extension shall be for a period that is necessary to obtain any state or federal licenses, consents or approvals etc., or (y) if the DOJ Conviction Judgment Date has not yet occurred, then such extension shall be for an additional three months (*provided*, with respect to this clause (A), that the Sackler Parties' Representative shall not have the right to terminate this Agreement for any delay to the Settlement Effective Date due to the fault or failure to act on the part of any Sackler Party or Family Member), and (B) six (6) months from the date of the completion of the Confirmation Hearing.

(b) Debtors' Termination Event. The Debtors may terminate this Agreement, including the obligations of the Parties hereunder, by delivery of a written notice to the Sackler Parties upon the determination by the Board of Directors of Purdue Pharma Inc. (acting through the Special Committee of such Board), after consultation with the Creditors' Committee (as defined in the Plan) and the Governmental Consent Parties that continuing to seek approval of a plan of reorganization that includes the Shareholder Releases would be inconsistent with the exercise of such Board of Directors' fiduciary duties.

(c) Creditor Termination Event. MDT hereby delegates its right to terminate this Agreement, including the obligations of the Parties hereunder, to both (x) the Governmental Consent Parties (acting by a vote of two out of its three members) and (y) the Creditors' Committee, acting jointly

¹ "Preliminary Injunction" means the preliminary injunction halting litigation against the Debtors and other parties as set forth in the *Forty-Fourth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction*, Adv. Pro. No. 19- 08289 (SHL) [D.I. 682], as amended from time to time.

by delivery of a written notice to the Sackler Parties' Representative, and to the Debtors if the Settlement Effective Date has not occurred by the earlier of (A) three months after the entry of the Confirmation Order, provided that such three month period shall be extended automatically (without any further action on the part of any Party) if the Settlement Effective Date is delayed as a result of any delay in obtaining any state or federal regulatory licenses, consents, or approvals, or in transferring, assigning, or novating any state or federal government contracts necessary to implement and effectuate the Plan, and such extension shall be for a period that is necessary to obtain any state or federal licenses, consents or approvals etc., or (y) if the DOJ Conviction Judgment Date has not yet occurred, then such extension shall be for an additional three months, and (B) six (6) months from the date of the completion of the Confirmation Hearing.