

[FORM OF] FURTHER ASSURANCES UNDERTAKING¹

THIS FURTHER ASSURANCES UNDERTAKING (this “Agreement”) is entered into by the undersigned party (the “Signing Assuring Party”) as of the date set forth next to the Signing Assuring Party’s signature on the signature page hereto.²

RECITALS³

WHEREAS, a condition precedent to the effectiveness of the Master Settlement Agreement (as defined below) and, thus, the granting of certain releases in the manner and to the extent set forth therein is the receipt by the Purdue Master Disbursement Trust (as defined in the Master Settlement Agreement) (the “MDT”) of an agreement substantially in the form of this Agreement from the Signing Assuring Party (as an Assuring Party as defined in the Master Settlement Agreement).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the granting of releases in the manner and to the extent set forth in the Master Settlement Agreement, the adequacy and sufficiency of which are hereby acknowledged, the Signing Assuring Party does hereby agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. Unless otherwise defined herein, capitalized terms as used herein have the meanings given them in the Master Settlement Agreement; *provided*, that in the event a term is defined both herein and in the Master Settlement Agreement, it is defined herein for purposes of convenience only, and the meaning given that term in the Master Settlement Agreement shall control.

“Beneficiary Interested Person” means, at any time with respect to a Trust or an Estate, each surviving spouse and descendant (including adoptees) of Mortimer Sackler or Raymond Sackler, and the spouses of any such descendant, to whom, or for whose use, income or principal of such Sackler Party may or is required to be distributed, excluding any Excluded Beneficiary and any person who would at such time be eligible or entitled to receive such a distribution only after the initial or further exercise of a power of appointment or other power to add beneficiaries but, for the avoidance of doubt, including contingent takers in default of the exercise of a power of appointment.

“Control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, and the terms “Controlling” and “Controlled by” have correlative meanings to the foregoing.

¹ Note to Draft: To be divided into A-Side document and B Side documents with identical language except as indicated.

² Note to Draft: All condition precedent Agreements to be dated the Effective Date.

³ Note to Draft: Future Further Assurances Undertakings to be modified to reflect relevant reasons for delivery by Signing Assuring Party.

“Estate” means the estate of a deceased individual, including the executors or personal representatives thereof, acting in their capacities as such.

“Excluded Beneficiary” means the children of Kathe A. Sackler, Samantha Hunt and the children of Samantha Hunt and any minor or other person under a legal disability.

“Family Member” has the meaning set forth in the Master Settlement Agreement.

“Jersey Administered Trust” means each Trust that is an A-Side Payment Party that has received Court Approval and has a Jersey (Channel Islands) Jurisdiction of Administration and no non-Jersey (Channel Islands) trustee.

“Master Settlement Agreement” means the Master Settlement Agreement [dated as of [●], 2026] among the MDT, the Sackler Parties (as defined therein and including [●]), the Debtors, the Sackler Parties’ Representative and, solely for the purposes of the provisions indicated therein, PRA L.P.

[“Non-Judicial Settlement Agreement” means, with respect to a Trust and a Trust Beneficiary, a document to which such Trust Beneficiary is a party prepared by counsel for the trustees of the Trust for execution by trust beneficiaries to non-judicially settle certain matters relating to the administration of such Trust and which sets forth the consents, acknowledgments, agreements and approvals of such Trust Beneficiary as further described in (A) through (C) of Section 3.01 below.]⁴

“Possible Refunding Trust” means a trust that is not a Sackler Party over which a power was exercised to cause property of such trust having a cumulative aggregate value (based on the date of contribution value of each contribution) in excess of \$500,000 to pass to a Sackler Party that is a Trust other than as part of a transaction intended to provide the holder of the power full and adequate consideration in exchange for the exercise of the power, excluding, however, any trust that has already terminated.

“Power Holder” means, with respect to any Trust, any Person (other than a trustee thereof acting in its capacity as such trustee and Samantha Hunt and the children of Samantha Hunt) possessing any trust power, whether held in a fiduciary or non-fiduciary capacity or exercisable by such Person alone or only in conjunction with other Persons, with respect to any aspect of the administration or modification of such Trust, including powers to remove, replace or appoint trustees and protectors, to appoint trust property outright or in further trust, to modify governing instruments and to consent to (or deny consent to) or direct others to take or refrain from taking any action relating to that aspect of administering or modifying such trust, including any Consent Person.

[“Reporting Person” means a Signing Assuring Party to whom [Section 3.11]⁵ below applies].⁶

⁴ Note to Draft: Anticipated to be included in B-Side Form of Further Assurances Undertaking only.

⁵ Note to Draft: The cross-reference in this Form of Further Assurances Undertaking is Section 3.11, but it will be Section 3.10 in the Further Assurances Undertaking for the Reporting Parties since Section 3.10 in this Form is inapplicable to them.

“Required Interested Persons” means (i) at any time with respect to a Trust other than a Jersey Administered Trust, each Person (other than the settlor, if deceased, and the trustees of such Sackler Party if not also beneficiaries thereof) who would be required under the laws of the Jurisdiction of Administration of such Sackler Party to cause an agreement settling each matter described in WY Stat § 4-10-111 (to the extent the same may be settled by agreement without court involvement under the laws of the Jurisdiction of Administration of such Sackler Party) to be binding on all beneficiaries (including for the avoidance of doubt after application of any applicable rules of virtual representation of minors and other beneficiaries), including beneficiaries not parties thereto⁷ and (ii) at any time with respect to an Estate, each beneficiary thereof who is at that time entitled to receive a further distribution on account of their beneficial interests in such Estate, including any unpaid legatee or residuary beneficiary thereof.

“Restricted Person” has the meaning set forth in Section 3.06 below.

“Shareholder Released Person” means a Person who is one of the Designated Shareholder Released Parties (as defined in the Master Settlement Agreement).

“Sackler Agreement Person” has the meaning set forth in Section 2.01(d) below.

“Secondary Restricted Person” has the meaning set forth in the Master Settlement Agreement.

“Settlement Documents” means each Definitive Document other than this Further Assurances Undertaking, including the Master Settlement Agreement and the Collateral Documents.

“Signing Assuring Party” means the signatory hereto who is one or more of (x) a (i) trustee of a Possible Refunding Trust, (ii) Power Holder of a Trust or (iii) Trust Beneficiary and (y) if applicable, also a Family Member, Restricted Person, Reporting Person, Secondary Restricted Person, Shareholder Released Person or Stipulation Person, in the case of each of the foregoing categories as indicated on the signature page hereto.

[“Stipulation Person” means a Signing Assuring Party to whom Section 3.10 below applies].⁸

“Trust Beneficiary” means a Beneficiary Interested Person or a Required Interested Person of a Sackler Party that is a Trust, or an Estate.

Section 1.02 Interpretative Provisions.

(continued....)

⁶ Note to Draft: To be included in Further Assurances Undertaking of Marissa T. Sackler, Sophia Dalrymple and Michael D. Sackler only.

⁷ Note to Creditors: This proviso has been removed as the Excluded Trusts are no longer Payment Parties. We will make a corresponding revision to the MSA.

⁸ Note to Draft: To be included in Further Assurances Undertaking of Richard S. Sackler and Lin Gao only.

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

(b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles and Sections are to the Articles and Sections of this Agreement unless otherwise specified.

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

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

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

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

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

(h) Any reference in this Agreement to an estate of a deceased individual or trust as a person or party shall, unless the context otherwise requires, be construed to be or include, as the context may require, the personal representatives and trustees thereof, respectively, acting in their capacity as such personal representatives and trustees.

(i) Any reference in this Agreement to the rights and obligations of the estate of a deceased individual (including the Estates) or a trust (including a Trust) that does not have a separate legal personality under applicable Law shall be construed as a reference to the rights and obligations of the personal representatives of such estate (including the Estates) and the trustees of those trusts (including the Trusts), respectively, in their capacity as such.

(j) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. No prior draft of this Agreement nor any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parol evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernable from a reading of this Agreement without consideration of any extrinsic evidence. Although the same or similar subject matters may be addressed in different provisions of this Agreement, it is intended that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

ARTICLE 2.
REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties. The Signing Assuring Party does hereby represent and warrant to the MDT as follows:

(a) The Signing Assuring Party is a Signing Assuring Party of the type indicated on the signature page hereto.

(b) The Signing Assuring Party has all requisite power and authority to execute, deliver and perform the Signing Assuring Party's obligations under this Agreement.

(c) The Signing Assuring Party is aware that Sackler Parties, including certain Beneficiary Interested Persons, and additional trustees, personal representatives, counsel and other advisers of and to the Sackler Parties (including officers, directors, partners and employees of trustees, personal representatives, counsel and other advisers, as applicable) and others are to be released from certain actual or potential liabilities on the terms and conditions, and to the extent, set forth in the Plan and Settlement Agreements.

(d) ⁹[The Signing Assuring Party, if a Trust Beneficiary, is aware of the formation and prior funding of Sackler Parties directly or indirectly owned by any one or more Sackler Parties of which such Signing Assuring Party is a beneficiary (each a "Sackler Agreement Person").]

(e) The Signing Assuring Party has been offered the opportunity to review with counsel (to the extent desired) this Agreement, each of the Settlement Documents and any other additional information (including without limitation [the governing instruments of any Sackler Agreement Person and]¹⁰ with respect to actual and potential conflicts of interest of trustees and personal representatives of, and other fiduciaries and advisers to, a Sackler Party), and to consult with such advisors, as such Signing Assuring Party believes advisable or desirable to understand the provisions hereof and thereof before entering into this Agreement.

(f) This Agreement has been duly and validly executed and delivered by the Signing Assuring Party and constitutes a valid and binding obligation of the Signing Assuring Party enforceable against the Signing Assuring Party in accordance with its terms.

ARTICLE 3. CONSENTS, ACKNOWLEDGMENTS AND AGREEMENTS

Section 3.01 Trust Beneficiary Acknowledgment and Consent.¹¹ If the Signing Assuring Party is a Trust Beneficiary, the Signing Assuring Party does hereby: (A) consent to (i) the execution and delivery of the Settlement Documents by each applicable Sackler Party (including the trustees or personal representatives thereof in their capacities as such trustees and personal representatives) of which such Signing Assuring Party is a beneficiary and by each Sackler Agreement Person and (ii) the performance by each Sackler Party of which such Signing Assuring Party is a beneficiary and by each Sackler

⁹ Note to Draft: Anticipated to be included in B-Side Form of Further Assurances Undertaking only.

¹⁰ Note to Draft: Anticipated to be included in B-Side Form of Further Assurances Undertaking only.

¹¹ Note to Draft: Anticipated to be included in B-Side Form of Further Assurances Undertaking only; consent to be further adjusted if Non-Judicial Agreement not being executed by all relevant B-Side Sackler Parties.
Note to Creditors: Please explain this footnote.

Agreement Person of its obligations under the Settlement Documents to which it is a party and of the transactions contemplated thereby; (B) acknowledge and agree that he or she has fully consented to and approved of the formation and funding of any Sackler Agreement Person by means of the execution of one or more Non-Judicial Settlement Agreements that, to the best of the Signing Assuring Party's knowledge, are binding on all current and future beneficiaries of the relevant Sackler Parties, and does hereby further ratify and confirm the same; and (C) if relevant to the administration of any one or more Sackler Parties that are Trusts of which such Signing Assuring Party is a beneficiary, further specifically ratify and confirm his or her acknowledgement and agreement that any provision in the governing instruments of such Trusts restricting the ability of the trustees of such Trusts to make payments of income or principal to satisfy the legal obligation of any person other than a beneficiary of such a Trust does not in any way limit or constrain the ability of such Trusts to enter into the Settlement Documents to which they are parties and perform their obligations thereunder and the transactions contemplated thereby, including to be jointly and severally liable under the Settlement Documents to which they are parties to the maximum extent set forth therein, such acknowledgement and agreement having been given by the Signing Assuring Party by means of the execution of one or more Non-Judicial Settlement Agreements that, to the best of the Signing Assuring Party's knowledge, are binding on all current and future beneficiaries of the relevant Sackler Parties.]

¹²[If the Signing Assuring Party is a Trust Beneficiary for any reason other than being a beneficiary of one or more A-Side Payment Parties that has received Court Approval and has a Jersey (Channel Islands) Jurisdiction of Administration and no non-Jersey (Channel Islands) trustee, the Signing Assuring Party does hereby consent to the execution and delivery of the Settlement Documents by each applicable Sackler Party (including the trustees thereof in their capacities as such trustees) of which such Signing Assuring Party is a beneficiary and the performance by each Sackler Party of which such Signing Assuring Party is a beneficiary of its obligations under the Settlement Documents to which it is a party and of the transactions contemplated thereby].

Section 3.02 Further Trust Beneficiary Acknowledgment. If the Signing Assuring Party is a Trust Beneficiary, such Signing Assuring Party further acknowledges that the MDT and each Sackler Party that is a Trust of which the Signing Assuring Party is a beneficiary will be executing the Settlement Documents and will be performing its obligations under the Settlement Documents and the transactions contemplated thereby in reliance on the Signing Assuring Party's representations, covenants and agreements hereunder, including without limitation the Non-Circumvention and No-Interference covenants under Sections [3.08] and [3.09] below, respectively, and the MDT shall have enforcement rights as a third-party beneficiary of such representations, covenants and agreements hereunder.

Section 3.03 Power Holder Covenant. If the Signing Assuring Party is a Power Holder with respect to a Sackler Party, the Signing Assuring Party hereby covenants and agrees that such Signing Assuring Party shall not (i) intentionally and with knowledge that it is a violation of this Section 3.03 or (ii) in reckless disregard of its obligations under this Section 3.03 exercise or fail to exercise any of the Signing Assuring Party's powers and authorities as a Power Holder (whether such position as Power Holder is currently in effect or obtained after the date hereof) with respect to such Sackler Party in a manner that, if such Power Holder were a trustee of such Sackler Party, would prevent such Sackler Party from fulfilling, and being in full compliance with, all of its obligations under the Settlement Documents to which it is a party, including without limitation to not be in violation of the provisions of the

¹² Note to Draft: Anticipated to be included in A-Side Form of Further Assurances Undertaking only.

Settlement Documents relating to the appointment and replacement of trustees of a Sackler Party that is a trust or the amendment of its governing instruments.¹³

Section 3.04 Possible Refunding Trust Covenant. If the Signing Assuring Party is a Possible Refunding Trust, such Signing Assuring Party hereby covenants and agrees that any property reverting or required to be refunded to such Signing Assuring Party by or from any Sackler Party that is a Trust shall be held by the trustees of the Possible Refunding Trust as a separate resulting trust that will remain subject to such Sackler Party's obligations under the Settlement Documents as if still held by such Sackler Party (with the satisfaction of obligations due MDT having, with respect to such resulting trust and the property thereof, the same priority with respect to all other obligations of such Possible Refunding Trust as it would have had had the Possible Refunding Trust been a party to the Settlement Documents in the same capacity or capacities as such Sackler Party), and to execute such further documents as the MDT may reasonably request to evidence and confirm the same.

Section 3.05 Naming Rights.

(a) If the Signing Assuring Party is a Family Member, such Signing Assuring Party shall not seek, request, or permit any new naming rights for the "Sackler" name with respect to charitable or similar donations to organizations (irrespective of when such funds were donated or from what source) until the later to occur of (1) the date on which the remaining unpaid Payment Obligations of the Payment Groups that such Family Member is a member have been reduced to zero (accounting, in the case of an A-Side Payment Group, for the maximum amount the A-Side Payment Group may be liable for under the Master Settlement Agreement) and (2) the first date on which the IAC Payment Parties of such Payment Groups are no longer the owners or holders of any interest in any IAC (other than Retained Interests permitted by Section 3.01(b) of the Master Settlement Agreement); *provided* that at such time such Payment Party and its associated Payment Group and Family Members are in compliance with their obligations under Section 8.08 of the Master Settlement Agreement. For the avoidance of doubt, nothing in this Section 3.05(a), Section 8.05(a) of the Master Settlement Agreement or the Confirmation Order shall prohibit (x) any Payment Party or Family Member from making any charitable or similar donations or (y) the publication of the name of any Payment Party or Family Member making a charitable or similar donation in connection with such donation, provided such publication is not pursuant to a naming right.

(b) If the Signing Assuring Party is a Family Member, such Signing Assuring Party shall, upon occurrence of the Plan Effective Date, allow any institution or organization in the United States that has provided naming rights to such Signing Assuring Party to remove the "Sackler" name from any applicable (i) physical facilities and (ii) academic, medical, and cultural programs, scholarships, endowments, and the like, subject to the following conditions: (a) such institution or organization shall provide the Signing Assuring Party with 45 days' confidential notice of its intention to remove the "Sackler" name; (b) if such institution or organization in its discretion determines that an announcement or other disclosure regarding the removal of the "Sackler" name is necessary, such announcement or disclosure shall include a statement that indicates that such removal is pursuant to an agreement reached in mediation in the Bankruptcy Cases; and (c) any statements issued by such institution or organization in connection with or substantially concurrent with such removal shall not disparage any Payment Party or Family Member, *provided* that nothing in this clause (c) shall restrict any academic or similar work at such institution or organization. For the avoidance of doubt, the removal rights provided in this Section 3.05(b) or Section 8.05(b) of the Master Settlement Agreement shall not limit any rights that any applicable institution or organization otherwise may have irrespective of this Agreement.

¹³ Note to draft: To be updated as applicable.

Section 3.06 Opioid Business. If the Signing Assuring Party is a Person listed on Exhibit H-1 of the Master Settlement Agreement (a “Restricted Person”), such Signing Assuring Party acknowledges and agrees that the Signing Assuring Party, as a Restricted Person, is subject to the terms and conditions of Section 8.08 of the Master Settlement Agreement, and agrees to abide by the covenant set forth therein and to deliver a further agreement reasonably satisfactory to the MDT to the effect that such Restricted Person has agreed to abide by that covenant in the event that this covenant shall for any reason fail to meet that requirement. If the Signing Assuring Party is a Secondary Restricted Person, such Signing Assuring Party acknowledges and agrees that the Signing Assuring Party, as a Secondary Restricted Person, is subject to the terms and conditions of Exhibit H-3 of the Master Settlement Agreement, and agrees to abide by the covenant set forth therein and to deliver a further agreement reasonably satisfactory to the MDT to the effect that such Secondary Restricted Person has agreed to abide by that covenant in the event that this covenant shall for any reason fail to meet that requirement.

Section 3.07 Shareholder Release Parties. The Signing Assuring Party acknowledges that the Shareholder Releases with respect to certain Shareholder Released Parties are subject to the Release Remedy, including without limitation Section 9.02(a)(ii)(B) and Section 9.02(a)(iii)(A) of the Master Settlement Agreement. To effectuate the intent of this Section 3.07 and Sections 9.02(a)(ii)(B) and 9.02(a)(iii)(A) of the Master Settlement Agreement, the Signing Assuring Party agrees that any and all periods for commencing or continuing any Tolled Claim, whether fixed by statute, agreement, order, or otherwise, shall not expire until the Payment Obligations of the Payment Group in each Family Group the Signing Assuring Party is a party to are paid in full, and the Signing Assuring Party shall not assert otherwise (including through defenses of (x) statute of limitations, statute of repose, laches or inadequate tolling, or (y) that any release granted to any Shareholder Released Party other than the Signing Assuring Party, but not made void pursuant to the terms of Error! Reference source not found. of the Master Settlement Agreement, has the effect of precluding such claim against such Signing Assuring Party, but excluding any defense of inadequate tolling to the extent it could have been raised on and as of the Petition Date) in any litigation of any such Tolled Claim. For the avoidance of doubt, the Signing Assuring Party acknowledges that any Shareholder Released Claims involving the Signing Assuring Party may include potential claims against initial and subsequent transferees of fraudulent conveyances that occurred prior to the Settlement Effective Date, regardless of when such subsequent transfer of the funds or proceeds occurred (including transfers made after the Settlement Effective Date), and as such these potential claims are included in the Tolled Claims pursuant to the terms of the Master Settlement Agreement.

Section 3.08 Non-Circumvention. The Signing Assuring Party hereby covenants and agrees that the Signing Assuring Party 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 the Settlement Documents, the enforcement thereof or the ability of the MDT to recover any unpaid Obligations (a “Prejudicial Impact”); provided that, notwithstanding the foregoing, the Signing Assuring Party, to the extent it is a Sackler Party, may (i) take any action expressly permitted by the Settlement Documents (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 pursuant to a joinder agreement in the form

attached to the Master Settlement Agreement 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.

Section 3.09 No-Interference. *[Insert the paragraph applicable to the Signing Assuring Party].*

[For an A-Side Further Assurances Undertaking:]

The Signing Assuring Party hereby covenants and agrees that it will not, and shall cause all Persons under its Control not to, intentionally take any action that would in any material respect interfere with, delay, impede, postpone or frustrate the confirmation or consummation of the Plan and implementation of the transactions contemplated in the Master Settlement Agreement and, if any, the Collateral Documents to which such Person is a party. The Signing Assuring Party further covenants and agrees to comply with the provisions of the Plan applicable to it.

[For a B-Side Further Assurances Undertaking:]

The Signing Assuring 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 the Master Settlement Agreement), or (B) the (1) implementation of the transactions contemplated in the Master Settlement Agreement and the Definitive Documents (including the Collateral Documents) to which such Person, 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 Person 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, the Signing Assuring Party shall not 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, the Master Settlement Agreement or any other 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, the Master Settlement Agreement or any other 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, the Master Settlement Agreement or any other Definitive Documents (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, the Master Settlement Agreement or any other Definitive Documents (including the Collateral Documents); but excluding the removal or replacement of a trustee of any Sackler Party that is a Trust, provided (x) such action does not interfere with the compliance by any Trust with this Agreement, the Master Settlement Agreement or any other 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 the Master Settlement Agreement as Exhibit Q agreeing to be bound by the terms of the Master Settlement Agreement and Definitive Documents (including, without limitation, the Collateral Documents) to which such Trust is a party.

[Section 3.10 Compliance with Stipulation. The Signing Assuring Party (i) covenants and agrees to, and shall cause all Persons under its Control to, comply with all terms and provisions set forth in that certain stipulation filed at [D.I. 7713] on the docket of the Bankruptcy Cases (the "Stipulation") and (ii) further covenants and agrees that it will not, in its own individual or representative capacity or as trustee, fiduciary or Power Holder of any other Person (whether such position as trustee, fiduciary or Power Holder is currently in effect or obtained after the date hereof), 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 result in a breach of such Stipulation. The Signing Assuring Party acknowledges and agrees that any such breach of the Stipulation shall result in a Specified Breach of the Pledgors referenced in the Credit Support Annex attached to the Master Settlement Agreement as Annex G, as set forth therein.]¹⁴

[Section 3.11 Reporting. The Signing Assuring Party hereby covenants and agrees to:

(a) Furnish to the MDT, within ninety (90) days following the end of each twelve-month period, commencing with the twelve-month period ending on the first December 31 immediately following the Settlement Effective Date, (i) unaudited balance sheets of the Signing Assuring Party (including both individual holdings/liabilities and holdings/liabilities of any trusts for which such Signing Assuring Party is a beneficiary that are not already Payment Parties) in form reasonably satisfactory to the MDT and any reasonably requested supporting documentation therefore, in each case, with omission and/or redaction of any confidential information, proprietary information, or Protected Information, and (ii) a duly executed certificate of the Signing Assuring Party certifying (a) that such unaudited balance

¹⁴ Note to Draft: To be included in Further Assurances Undertaking of Richard S. Sackler and Lin Gao only.

sheets presents fairly in all material respects the financial position of the Signing Assuring Party as of the dates specified therein and (b) whether the net fair market value of the Signing Assuring Party's assets as of the end of such period is equal to or greater than \$50,000,000; and

(b) Make the appropriate subject matter experts available for consultation in connection with the information provided pursuant to clause (a) above (including reasonably requested third-party account statements, notices, reports, appraisals, valuations or other such third-party information received by such Signing Assuring Party (with appropriate redactions of confidential information, proprietary information, or Protected Information); *provided* that the MDT will not request such consultation more than one (1) time in any twelve-month period, and *provided further* that the MDT will not request review of more than ten (10) separate third-party account statements, notices, reports, appraisals, valuations or other such third-party information in any such consultation (with appropriate redactions of confidential information, proprietary information, or Protected Information).]¹⁵

ARTICLE 4.

SEVERABILITY; SAME AS COURT ORDER; AMENDMENTS AND WAIVERS

Section 4.01 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, MDT and the Signing Assuring Party shall negotiate in good faith to modify this Agreement (taking into account the provisions of the Settlement Documents) so as to effect the original intent as closely as possible in an acceptable manner in order that the transactions contemplated under the Settlement Documents be consummated as originally contemplated to the fullest extent possible.

Section 4.02 Same as Court Order. The Signing Assuring Party acknowledges and agrees that the Further Assurances Undertakings actually provided by beneficiaries of each Sackler Party that is a trust or estate are [together with the Court Approval, to the extent applicable,]¹⁶ intended and shall to the fullest extent permitted by applicable law have the same binding effect on all Persons who currently, or may in the future, have an interest in such trust or estate as a final, non-appealable order or decree of a Court of competent jurisdiction approving and directing (i) the execution and delivery by the trustees and personal representatives of each such Sackler Party of the Settlement Documents to which such Sackler Party is a party and (ii) the performance by such trustees and personal representatives of each such Sackler Party's obligations under the Settlement Documents and the transactions contemplated thereby [, and that in the case of any Sackler Party which is a Trust that has received Court Approval, that the Royal Court of Jersey (Channel Islands) was the appropriate forum to address all related matters.]¹⁷

Section 4.03 Successors; Waivers; Amendments.

¹⁵ Note to Draft: To be included in Further Assurances Undertaking of [Marissa T. Sackler, Sophia Dalrymple and Michael D. Sackler] only.

¹⁶ Note to Draft: To be included in A-Side Form of Further Assurances Undertaking only.

¹⁷ Note to Draft: To be included in A-Side Form of Further Assurances Undertaking only.

(a) This Agreement shall be binding upon the Signing Assuring Party and its heirs, legal and personal representatives, successors and assigns, as the case may be, and shall inure to the benefit of MDT and its successors and assigns.

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

(c) Any provision of this Agreement may be amended only in a writing signed by the MDT and the Signing Assuring Party.

(d) Nothing in this Agreement shall confer, or be deemed to confer, any rights, benefits, or enforcement authority upon any Non-Enforcing Party (as defined in the Confirmation Order).

Section 4.04 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute hereunder), without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction. For the avoidance of doubt, the MDT shall have the benefit in connection with any matter arising from or related to the administration of a Sackler Party that is a trust or estate of the most favorable protections afforded parties dealing in good faith with the trustees and personal representatives thereof under any applicable law.

Section 4.05 Jurisdiction; Contested Matter. The Signing Assuring Party agrees that any Proceeding seeking to enforce any provision of, or based on a matter arising out of or in connection with, this Agreement or the Settlement Documents or the transactions contemplated thereby shall be brought in the Bankruptcy Court, and the Signing Assuring Party hereby irrevocably consents for such purpose to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) or, in the event the Bankruptcy Court does not have or accept such jurisdiction, in any federal court sitting in the Southern District of New York and any appellate court therefrom or, in the event such federal court does not have or accept jurisdiction, a New York State court and any appellate court therefrom in any such Proceeding. The Signing Assuring Party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, the Signing Assuring Party agrees that service of process on such party as provided in Section 11.11(a) of the Master Settlement Agreement shall be deemed effective service of process on such party. The Signing Assuring Party agrees that any Proceeding arising under, related to, or in connection with this Agreement, including any action seeking specific performance of any provision of this Agreement or declaratory judgment concerning this Agreement, shall be heard and determined by the Bankruptcy Court as a contested matter under Rule 9014 of the Federal Rules of Bankruptcy Procedure. With respect to such Proceeding, the Signing Assuring Party agrees to (i) submit to the jurisdiction of the bankruptcy court, (ii) consent to the authority of the Bankruptcy Court to enter Final Orders or judgments, and (iii) waive and not advance any argument that such dispute is or must be adjudicated as an adversary proceeding governed by Part VII of the Federal Rules of Bankruptcy Procedure or that the Bankruptcy Court is an improper or inconvenient forum or venue. Any party to such Proceeding shall be permitted to request that the Bankruptcy Court adjudicate such dispute on an expedited basis, and all other parties shall consent to such expedited adjudication. For the avoidance of doubt, nothing in this Section 4.05 shall limit the applicability of Section 4.03(d).

Section 4.06 Waiver of Jury Trial. THE SIGNING ASSURING PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BROUGHT ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SETTLEMENT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 4.06 SHALL LIMIT THE APPLICABILITY OF SECTION 4.03(d).

Section 4.07 Agreement to Specified Performance Remedy. In addition to any remedies available to it under the Settlement Documents, the MDT shall have the right to seek any additional remedy or remedies available at law or equity, including without limitation specific performance, against the Signing Assuring Party.

Section 4.08 Effectiveness. This Agreement shall become effective upon the later of (i) the satisfaction of all of the conditions to the effectiveness of the Master Settlement Agreement and (ii) the delivery thereof to the MDT. The delivery of a fully executed Agreement by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the Signing Assuring Party to the terms and conditions of this Agreement.

Section 4.09 Representative Capacity. Each personal representative of each Signing Assuring Party that is an Estate and each trustee of each Signing Assuring Party that is a Trust (as defined in the Master Settlement Agreement) when signing in its respective capacity as such hereunder is entering into this Agreement solely in its capacity as personal representative or trustee, as the case may be, and not individually.

[Signature Page Follows]

IN WITNESS WHEREOF, the Signing Assuring Party has duly executed this Agreement or, in the case of a Signing Assuring Party that is an entity, caused this Agreement to be duly executed by its authorized officer on its behalf, as of the date set forth next to the Signing Assuring Party's signature.

<u>Signing Assuring Party Type</u>	<u>Relevant Sackler Parties</u> ¹⁸
<input type="checkbox"/> Trust Beneficiary with respect to:	[Name of Each Relevant Sackler Party]
<input type="checkbox"/> Power Holder with respect to:	[Name of Each Relevant Sackler Party]
<input type="checkbox"/> Trustee of Possible Refunding Trust with respect to:	[Name of Relevant Sackler Party] ¹⁹
<input type="checkbox"/> Family Member (who is also at least one of above)	
<input type="checkbox"/> Reporting Person (who is also at least one of above) ²⁰	
<input type="checkbox"/> Restricted Person (who is also at least one of above)	
<input type="checkbox"/> Secondary Restricted Person (who is also at least one of above)	
<input type="checkbox"/> Shareholder Released Person (who is also at least one of above)	
<input type="checkbox"/> Stipulation Person (who is at least one of above) ²¹	

SIGNING ASSURING PARTY

Date:
Name:

[Name of Entity]

By: _____

Date:
Name:
Title:

[Name of Trust]

¹⁸ In lieu of including the name of each Relevant Sackler Party on the signature page itself, reference may be made to a schedule to be attached to this Agreement naming each Relevant Sackler Party.

¹⁹ It is expected that trustees of Possible Refunding Trusts will sign separate FAUs with respect to each trust of which the trust is a Possible Refunding Trust.

²⁰ Note to Draft: To be included in Further Assurances Undertaking of [Marissa T. Sackler, Sophia Dalrymple and Michael D. Sackler] only.

²¹ Note to Draft: To be included in Further Assurances Undertaking of Richard S. Sackler and Lin Gao only.

Date: _____

Name: _____, as Trustee

[Name of Entity, as Trustee]

By: _____

Date:

Name:

Title: