

**Exhibit S**  
**Form of Estate Certification**

## [FORM OF] ESTATE CERTIFICATION

THIS ESTATE CERTIFICATION (this "Certification") is being delivered to Purdue Master Disbursement Trust, a Delaware statutory trust (the "MDT"), by the undersigned party or parties (the "Certifying Party") as of the [Effective Date] [this \_\_\_\_ day of \_\_\_\_\_]. MDT shall be entitled to rely on this Certification to the fullest extent permitted by applicable law.

Capitalized terms as used herein but otherwise not defined shall have the meanings given them, in the Master Settlement Agreement [dated as of May 1, 2026] among the MDT, the Sackler Parties (as defined therein and including [ ]) and the Debtors (as defined therein) as contemplated by the chapter 11 plan filed by the Debtors (the "Master Settlement Agreement"). Any singular term in this Certification 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 or in the Master Settlement Agreement, each of its other grammatical forms shall have a corresponding meaning.

### RECITALS

WHEREAS, [the receipt by the MDT of an Estate Certification [substantially] in the form of this Certification from the Certifying Party [is a condition precedent [to the MDT entering into, and] to the effectiveness of the Master Settlement Agreement and the granting of certain releases in the manner and to the extent set forth therein] OR [is required under a Definitive Document (as defined in the Master Settlement Agreement) for [describe]; and

WHEREAS, the Certifying Party understands that [the MDT is entering into the Definitive Documents and consummating the transactions contemplated thereby in reliance on this Certification] OR [describe other specific requirement being satisfied and goal accomplished by executing Certification and causing an original thereof to be delivered to MDT].

### AGREEMENT

1. NOW, THEREFORE, the undersigned Certifying Party does hereby represent, warrant, certify, acknowledge and agree as follows:
  - a) The undersigned Certifying Party constitutes all of the currently acting personal representatives of the Estate of [DECEDENT], date of death [DATE] (the "Estate").
  - b) The last Will and Testament of [DECEDENT], dated [DATE] was admitted to probate in the [COURT] (the "Probate Court") on [DATE] (the "Last Will and Testament"), and no codicils or documents purporting to be the last Will and Testament of [DECEDENT] have been filed with the Probate Court or any other probate court.
  - c) [The Probate Court issued letters testamentary or similar document as provided by such issuing Probate Court to the Certifying Party on [DATE], thereby legally authorizing the

Certifying Party to administer the Estate. A recent copy of the Fiduciary's Probate Certificate is attached hereto as Schedule A.]<sup>1</sup>

- d) The information set forth in Exhibits [K and R] of the Master Settlement Agreement as it relates to the Certifying Party and the Estate is true and correct as of the date hereof and the Certifying Party has not engaged in any act of fraud or willful misconduct in making any representation or warranty in any Definitive Document in its capacity as personal representative of the Estate.
- e) Notwithstanding anything to the contrary in any Definitive Document, the Certifying Party (i) is providing this Certification to MDT in its own individual capacity and (ii) will not in its own or any other capacity, intentionally take or fail 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 such Sackler Party's Obligations or other obligations under this Certification, the Master Settlement Agreement or any other Definitive Documents to which such Sackler Party is a party, the enforcement thereof or the ability of the MDT to recover any unpaid Obligations; *provided* that, [other than in accordance with Annex G to the Master Settlement Agreement, as applicable,]<sup>2</sup> the Certifying Party shall have no personal liability hereunder except in the case of such Certifying Party's own fraud or willful misconduct (as such term is defined in Section 9.04 of the Master Settlement Agreement).
- f) The Certifying Party agrees that any Proceeding seeking to enforce any provision of, or based on a matter arising out of or in connection with, this Certification [or in any Definitive Document] shall be brought in the Bankruptcy Court, and 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 Certifying Party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the 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 the Certifying Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, the Certifying Party agrees that service of process on such Certifying Party as provided in Section 11.01 of the Master Settlement Agreement shall be deemed effective service of process on the Certifying Party. For the avoidance of doubt, nothing in this Section 1 (f) shall prevent any Party from initiating a Proceeding in any relevant jurisdiction to enforce any order, ruling or judgment of any of the courts above.

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<sup>1</sup> NTD: The Greenwich Probate Court does not issue a "letters testamentary" but instead the relevant documentation is referred to as a Fiduciary's Probate Certificate (Form PC-450).

<sup>2</sup> NTD: To be included for RSS as co-executor.

- g) The Certifying Party agrees that any Proceeding arising under, related to, or in connection with this Certification [or the Definitive Documents], including any action seeking specific performance of any provision of or declaratory judgment concerning this Certification [or the Definitive Documents], 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 Certifying 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. This Section shall not apply to actions brought in connection with the exercise of the Release Remedy.<sup>3</sup>

*[Signature Page Follows Containing Signatures of all Personal Representative of the Estate]*

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[Name of Personal Representative]

Signature Page to Estate Certification with respect to [ESTATE DESCRIPTION]

**SCHEDULE A**  
**FIDUCIARY'S PROBATE CERTIFICATE**