

EXHIBIT Y

CONFESSION OF JUDGMENT

WHEREAS, reference is made to:

(a) that certain Master Settlement Agreement (the “Master Settlement Agreement”) [dated as of [●], 2026] among the Purdue Master Disbursement Trust (the “Confessee”), a Delaware Statutory Trust formed under and pursuant to the provisions of Delaware Statutory Trust Act, 12 Del. C. §§ 3801, *et seq.*, the Sackler Parties (as defined therein and including [●], the “Confessor”), the Debtors, the Sackler Parties’ Representative and, solely for the purposes of the provisions indicated therein, PRA L.P.;¹

(b) [those certain Collateral Documents to which the Confessor is a party (the “Subject Collateral Documents”);]

WHEREAS, this Confession of Judgment (the “Confession of Judgment”) is made as of [DATE], by and between Confessor and Confessee;

WHEREAS, Confessee [and Confessor] are each a party to the Master Settlement Agreement, which includes the form of Confession of Judgment as Exhibit Y thereto;

[WHEREAS, Secured Party, as agent for Confessee, and Confessee are each a party to the Subject Collateral Documents;]

[If Confessor is a Jersey Trust:] WHEREAS, the Royal Court of Jersey, pursuant to an order dated [DATE], confirmed that Confessor is authorized to enter into the Master Settlement Agreements, the Subject Collateral Documents, and this Confession of Judgment;

WHEREAS, Confessor is a “Payment Party” and a “Sackler Party” under the Master Settlement Agreement;

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Master Settlement Agreement.

WHEREAS, each of the Sackler Parties is assigned to one or more “Payment Groups” pursuant to the Master Settlement Agreement;

WHEREAS, Confessor is a member of [A-Side][B-Side] Payment Group [#]² under the Master Settlement Agreement;

³WHEREAS, subject to the Master Settlement Agreement, the Confessor is jointly and severally liable with the other Sackler Parties in [A-Side][B-Side] Payment Group [#], for the payment to Confessee of \$[•]⁴ in the amounts and on the dates set forth in Article 2 and Article 3 of the Master Settlement Agreement (which amounts may be adjusted as set forth in Article 2 of the Master Settlement Agreement), plus any Breach Fee and other amounts or obligations as set forth in the Master Settlement Agreement and the Subject Collateral Documents;

[WHEREAS, Confessee has appointed and authorized Secured Party to act as the agent of (and to hold any security interest created by the Subject Collateral Documents for and on behalf of or in trust for) Confessee for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by Confessor and the other members of its Payment Group in order to secure any of the Obligations of Confessor’s Payment Group and to take such action on its behalf and to exercise such powers;]⁵

² [NTD: If Confessor is a member of multiple Payment Groups, include a reference to each Payment Group.]

³ [NTD: If Confessor is a member of multiple payment groups, this paragraph should be duplicated for each Payment Group.]

⁴ [NTD: Maximum amount that may be owed by such Sackler Party under this Agreement and Subject Collateral Documents will be included]

⁵ [NTD: To be conformed to language in collateral documents.]

NOW, THEREFORE, in consideration for Confessee entering into the Master Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Confessor hereby covenants and agrees as follows:

1. Warrant to Confess Judgment. It is hereby expressly agreed that Confessor expressly and irrevocably authorizes and empowers any Clerk, Prothonotary, or attorney of the Superior Court of the State of Delaware, with or without notice or process, upon a Specified Breach (as defined in the Master Settlement Agreement) by Confessor, to appear for it and to **CONFESS JUDGMENT** against it or its successors or assigns in favor of Confessee, its successors, and assigns, and to enter such Confession of Judgment, for the unpaid amount due under the Master Settlement Agreement and any Subject Collateral Documents, upon presentation of this Confession of Judgment and satisfactory documentation to show the unpaid amount of the payment breach to the Superior Court of the State of Delaware, in an amount not to exceed \$[•].

2. Representative Capacity. Each personal representative of each Confessor that is an Estate and each trustee of each Confessor that is a Trust (as defined in the Master Settlement Agreement) when signing in its respective capacity as such hereunder is entering into this Confession of Judgment solely in its capacity as personal representative or trustee, as the case may be, and not individually. Confessee acknowledges and agrees that any recovery by Confessee against each such personal representative and each such trustee under a judgment resulting from this Confession of Judgment shall be limited to the net assets of the Estate or Trust, as the case may be, at the time of such recovery.

3. **WAIVER OF CERTAIN RIGHTS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY 10 DEL. C. S. 2306(B), CONFESSOR HEREBY IRREVOCABLY WAIVES**

ITS RIGHTS TO NOTICE AND A HEARING ON ANY AND ALL CLAIMS FOR WHICH CONFESSEE MAY SEEK A CONFESSED JUDGMENT PURSUANT HERETO.

4. Representations and Warranties. As a mutual inducement to Confessee, on the one hand, and to Confessor, on the other hand, to enter into this Confession of Judgment and to consummate the transactions contemplated hereby and by the Master Settlement Agreement, Confessor and Confessee each represents and warrants to each other as of the date hereof as follows:

a. Confessor and Confessee each make this Confession of Judgment voluntarily, knowingly and willingly;

b. Confessor and Confessee each had adequate time and opportunity to review this Confession of Judgment and the agreements and documents referenced in Section 1 above; substantially final versions of the Master Settlement Agreement and this Confession of Judgment were provided to Confessee on or prior to [DATE];

c. Confessor and Confessee each consulted and were each represented by attorneys in connection with the negotiation and execution of this Confession of Judgment; in particular Confessor was represented by and consulted with [_____];

d. Confessor and Confessee each understand the legal implications of this Confession of Judgment, including, but not limited to, the implication that Confessor waives its rights to notice and a hearing on the merits on any and all claims for which Confessee may seek a confessed judgment; and

e. Confessor is

BASIC: [a sophisticated business party].

INDIVIDUAL: [experienced in administering his/or her wealth with the support of professional advisors.]

TRUST: [a trust with a trustee signatory hereto that is (i) a sophisticated business party, (ii) otherwise experienced in administering his or her personal or family wealth, with the support of professional advisors, or (iii) otherwise experienced in administering trusts holding significant wealth for the benefit of high net worth individuals or families, with the support of professional advisors.]

ESTATE: [an estate with an [executor] signatory hereto who is (i) a sophisticated business party, (ii) otherwise experienced in administering his or her personal or family wealth, with the support of professional advisors or (iii) otherwise experienced in supporting high net worth individuals or families in the administration of their wealth, with the support of professional advisors.]

5. Secured Party. Secured Party, as agent of Confessee,⁶ is authorized to enforce this Confession of Judgment on behalf of Confessee;]

6. WAIVER OF DEFENSES. CONFESSOR EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL DEFENSES, WHETHER EXISTING AT THE TIME OF EXECUTION OF THIS CONFESSION OF JUDGMENT OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, THAT MAY BE AVAILABLE TO IT AT LAW OR EQUITY AS TO ANY ACTION TO ENFORCE THE TERMS OF THE MASTER SETTLEMENT AGREEMENT AND THE SUBJECT

⁶ [NTD: To be conformed to language in collateral documents.]

COLLATERAL DOCUMENTS OR AS TO ANY PROCEEDINGS TO ENFORCE THIS
CONFESSION OF JUDGMENT.

7. Waiver of Notice by Certified Mail. Confessor hereby waives its right to receive written notices by certified mail, return receipt requested, or by publication as prescribed by 10 Del. C. § 2306 and the Delaware Superior Court Civil Rules. All written notices required to be sent to Confessor pursuant to 10 Del. C. § 2306 and/or the Delaware Superior Court Civil Rules may instead be sent via first class mail or national overnight courier as set forth in the Affidavit Pertaining to Confession of Judgment by Non-Resident Pursuant to 10 Del. C. § 2306, executed in connection with this Confession of Judgment.

8. Term. Except as otherwise provided herein, this Confession of Judgment shall continue in full force and effect until such time as the Payment Obligations (excluding the IAC Sale Bonus Payment) of Confessor under the Master Settlement Agreement and the Subject Collateral Documents are fully paid, performed, and discharged and this Confession of Judgment has been terminated by Confessee in writing.

9. Severability; Integration. In the event that any provision of this Confession of Judgment is found by a court of competent jurisdiction to be illegal, unenforceable, or inconsistent with or contrary to any law, ordinance, or regulation, such provision shall be severed and shall be inoperative and the Confession of Judgment shall be regarded as modified accordingly and, in any event, the remainder of this Confession of Judgment shall continue in full force and effect. This Confession of Judgment is integrated with, integral to, and in furtherance of, the Master Settlement Agreement.

10. Governing Law. This Confession of Judgment shall be governed by, and construed in accordance with, the laws of the [State of Delaware,] exclusive of its choice of law provisions.

11. Forum. With respect to any action arising out of or relating to this Confession of Judgment, Confessor and Confessee each irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of either the state or federal courts located in the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, Confessor has caused this Confession of Judgment to
be executed as of the day and year first above written.

CONFESSOR

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME,
a Notary Public for the State and County stated below,
this ___ day of _____

Acknowledged and Agreed:

CONFESSEE

Purdue Master Disbursement Trust

By: _____, as Trustee
Name: _____
Title: _____

By: _____, as Trustee
Name: _____
Title: _____

By: _____, as Trustee
Name: _____
Title: _____