

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

| | | |
|-------------------------------------|---|-------------------------|
| In re: | : | Chapter 11 |
| | : | |
| PURDUE PHARMA L.P., <i>et al.</i> , | : | Case No. 19-23649 (RDD) |
| | : | |
| Debtors. ¹ | : | (Jointly Administered) |
| | : | |

**AGREEMENT REGARDING
PRODUCTION OF DOCUMENTS CONCERNING
MATERIALS IN THE IMMEDIATE POSSESSION AND CONTROL OF THE IACS**

The Purdue Ad Hoc Committee of NAS Children (the “**Purdue NAS Children**”) and the Independent Associated Companies (the “**IACs**”), by and through their undersigned counsel, Royer Cooper Cohen & Braunfeld LLC (“**RCCB**”), (each a “Party” and collectively, the “**Parties**”), hereby agree (the “**Agreement**”) as follows:

Recitals

A. On December 7, 2020, the Purdue NAS Children provided a set of search requests (the “**Requests**”) to RCCB.

B. On December 16, 2020, RCCB advised that the IACs had begun to search for documents responsive to the Requests, and further advised that the IACs would not be able to produce any documents before January 2021.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF L.P. (0495), SVC Pharma L.P. (5717) and SVC Pharma Inc. (4014). The Debtors shall include their affiliates and other entities under their control. The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.
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C. On January 20, 2021, RCCB advised that it would on behalf of the IACs: (i) voluntarily produce to the Purdue NAS Children responsive documents possessed by the IACs that the IACs reasonably believed the Debtors did not possess; and (ii) produce responsive documents that the IACs have in their possession, custody or control and which were not produced to the Official Committee of Unsecured Creditors (the "UCC") by the Debtors or Sides A and B of the Sackler Family.

D. On January 29, 2021, a meet and confer was held by the Parties.

E. On February 1, 2021, RCCB advised the Purdue NAS Children that because, among other things, the IACs were not subject to a subpoena from the Purdue NAS Children, the IACs had no legal obligation to produce documents to the Purdue NAS Children but would be willing to assist the Purdue NAS Children on a voluntarily basis subject to an agreement among the Parties.

F. On February 4, 2021, the Parties participated in a telephone conference call with the Court where, in relevant part, the Court directed counsel for the Parties to meet and confer regarding the Purdue NAS Children's discovery requests.

G. On February 5, 2021, the Parties held a meet and confer and RCCB advised the Purdue NAS Children to send search terms that the NAS Children would like the IACs to conduct regarding pre-clinical toxicology reports. The IACs further advised that any searches they conduct would need to be limited in scope so as not to unduly burden the IACs and that any such searches should be done at the same time rather than on multiple occasions.

H. On February 10, 2021, RCCB advised the Purdue NAS Children that the IACs are willing to conduct internal searches to produce documents that the UCC could not previously locate and produce; the Parties agreed to have the UCC conduct a search upon a set of ten (10)

bates numbers (establishing that the IACs had been the producing party of the materials) (the “IACs Bates Numbers”).

I. On February 11, 2021, RCCB responded to another inquiry of the Purdue NAS Children that, based on communications with its clients, it is both RCCB’s and the IACs’ understanding that the facility identified (in certain documents produced in this case) as “Central Repository, Stamford, CT.” was/is owned and operated by Purdue or one of its affiliates. RCCB directed the Purdue NAS Children to the Debtors and their counsel for a response.

J. On February 15, 2021, RCCB advised that it approved the UCC’s sharing with the Purdue NAS Children the four (4) results (out of 10) the UCC had located regarding the IACs Bates Numbers.

K. On February 23, 2021, RCCB advised it would conduct searches for the six (6) other IACs Bates Numbers that the UCC could not locate, upon the condition that the Purdue NAS Children provide RCCB with a complete set of requests to be agreed upon.

L. On February 26, 2021, March 3, 2021, and March 18, 2021, further meet and confers were held by the Parties.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. Based on information provided to the Purdue NAS Children by the IACs, the IACs are not and have never been in possession, custody, or control of the “Central Repository Stamford, CT”, nor do the IACs know the whereabouts or fate of the “Central Repository, Stamford, CT.”

2. The IACs, by no later than March 22, 2021, will produce to the Purdue NAS Children a list of study reports in the possession and control of the IACs and where one or

more IACs were or are the study sponsors (collectively, the “**Study Reports**”) relating to: (i) non-clinical toxicology studies in respect of synthetic opioids authorized for use in countries other than the United States, *i.e.* single and repeat dose toxicity studies, genotoxicity, carcinogenicity, reproductive and developmental toxicity, juvenile studies, local tolerance studies, and other toxicity studies (impurities metabolites, dependence, mechanistic studies, immunotoxicity and antigenicity). The Study Reports will be treated by the NAS Children in strict accordance with the protective orders entered in the above-captioned chapter 11 cases and shall be marked as “Highly Confidential – Outside Professionals’ Eyes Only.”

3. Based on their review of the list of Study Reports, the Purdue NAS Children will identify in writing to RCCB from time to time the Study Reports (the “**Requested Studies**”) to be produced by the IACs to the NAS Children. The IACs will produce the Requested Studies to the Purdue NAS Children within ten business days of RCCB receiving such written notice from the Purdue NAS Children.

4. By March 22, 2021, the IACs shall communicate consent for the UCC to run the search terms attached hereto as Exhibit A against any IAC documents produced to the UCC and for the UCC to produce to provide the results of such searches to the Purdue NAS Children and RCCB. Subject to the protective orders entered in the above-captioned chapter 11 cases and confirmation that the documents identified by the UCC do not contain otherwise privileged information, the IACs shall not object to the UCC’s provision of such documents (the “**IAC/UCC Documents**”) to the Purdue NAS Children.

5. Subject to the protective orders entered in the above-captioned chapter 11 cases and any other agreements entered into by the Parties, directed by the Court or

of any NAS Claimant's Proof of Claim, or in support of or in relation to the NAS Abatement Program or similar, or in connection with any research or public repository. In connection with the foregoing, the Purdue NAS Children shall provide the IACs with timely written notice of their intent to use all or a portion of the Produced Documents for the purposes set forth in this Paragraph 5 so that the Parties may meet and confer to determine that such use will not and shall not prejudice the IACs reasonable concerns related to the confidentiality of such Produced Documents.

6. The Purdue NAS Children acknowledge and agree that upon receipt of all of the Produced Documents, the IACs will have complied in all respects with the Purdue NAS Children's information and document requests and shall be relieved of all further obligation to provide information or documents to the Purdue NAS Children unless otherwise agreed to by the Parties in writing. In connection with the foregoing, the Purdue NAS Children further agree that upon the IACs production of all of the Produced Documents, the Purdue NAS Children may not and shall not file a motion with the Court seeking additional discovery from the IACs whether under Rule 2004 of the Federal Rules of Bankruptcy Procedure or any other Federal Rule of Civil Procedure.

7. The Parties acknowledge and agree that by entering into this Agreement, the IACs have not and do not consent to the personal jurisdiction of the Court. The Parties further acknowledge and agree that except as expressly provided herein, the Parties have not and do not waive any and all other rights at law or in equity with respect to the subject to this Agreement.

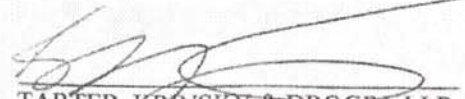
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AGREED:

DATED: MARCH 19, 2021
NEW YORK, NEW YORK



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EXHIBIT A

| PRIMARY SEARCH TERM | BOOLEAN CONNECTOR TERM |
|--|------------------------|
| Ankyloglossia | |
| Apgar | |
| Arnold Chiari Malformation | |
| Atrial Septal Defect | |
| Atrioventricular Septal Defect | |
| Birth Defect | |
| Birth Weight | |
| Birthweight | |
| Brain Development | |
| Brain Formation | |
| Bruxelle | |
| Cardiomegaly | |
| Cleft Palate | |
| Clubfoot | |
| Congenital Aortic Valve Incompetence | |
| Congenital Heart Defects | |
| Congenital Malformations | |
| Congenital Optic Nerve Anomaly | |
| Conoventricular Septal Defect | |
| Cranial Circumference | |
| Craniosynostosis | |
| Dorsal Raphe | |
| Dose-ranging | study, studies, |
| Encephalopathy | |
| Excessive Cerebral Spinal Fluid Accumulation | |
| Exploratory | study, studies, |
| Facial Dysmorphism | |
| Failure To Thrive | |
| Finnegan | |
| Foetal | |
| Gastroschisis | |
| Head Circumference | |
| High Arched Palate | |
| Hydrocephalus | |
| Hydrocephaly | |
| Hypoplastic Left Heart Syndrome | |
| In Utero | |
| Intrauterine Growth Restriction | |
| Intrauterine Growth Retardation | |
| Maternal Opioid Treatment Human Experimental Research (Mother) | "MOTHER" |
| Maternal Serum Opioid Levels | |
| Meconium | |
| Meconium Aspiration | |
| Mesolimbic Dopaminergic | |
| Microcephaly | |
| Miscarriage | |
| Molar Pregnancy | |
| NAS | |
| Neonatal Abstinence Syndrome | |
| Neonatal Encephalopathy | |
| Neonatal Opioid Withdrawal Syndrome | |
| Neural Tube Defects | |
| Neuron Depolarization | |
| Neuron Disinhibition | |
| Neuron Dysregulation | |
| Neuron Release | |
| non-GLP | study, studies, |
| non-Good Lab Practices | study, studies, |
| NOWS | |
| Off Spring | |
| Offspring | |
| Off-Spring | |
| Orofacial Cleft | |
| Ossification | |

EXHIBIT A

| PRIMARY SEARCH TERM | BOOLEAN CONNECTOR TERM |
|--|------------------------|
| Ankyloglossia | |
| Appar | |
| Arnold Chiari Malformation | |
| Atrial Septal Defect | |
| Atrioventricular Septal Defect | |
| Birth Defect | |
| Birth Weight | |
| Birthweight | |
| Brain Development | |
| Brain Formation | |
| Bruxelle | |
| Cardiomegaly | |
| Cleft Palate | |
| Clubfoot | |
| Congenital Aortic Valve Incompetence | |
| Congenital Heart Defects | |
| Congenital Malformations | |
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| High Arched Palate | |
| Hydrocephalus | |
| Hydrocephaly | |
| Hypoplastic Left Heart Syndrome | |
| In Utero | |
| Intrauterine Growth Restriction | |
| Intrauterine Growth Retardation | |
| Maternal Opioid Treatment Human Experimental Research (Mother) | "MOTHER" |
| Maternal Serum Opioid Levels | |
| Meconium | |
| Meconium Aspiration | |
| Mesolimbic Dopaminergic | |
| Microcephaly | |
| Miscarriage | |
| Molar Pregnancy | |
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| Neonatal Encephalopathy | |
| Neonatal Opioid Withdrawal Syndrome | |
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