



STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }
FILED In The
Office of the Court Clerk

APR 02 2019

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel.,)
MIKE HUNTER,)
ATTORNEY GENERAL OF OKLAHOMA,)

Plaintiff,)

vs.)

- (1) PURDUE PHARMA L.P.;)
- (2) PURDUE PHARMA, INC.;)
- (3) THE PURDUE FREDERICK COMPANY;)
- (4) TEVA PHARMACEUTICALS USA, INC.;)
- (5) CEPHALON, INC.;)
- (6) JOHNSON & JOHNSON;)
- (7) JANSSEN PHARMACEUTICALS, INC.;)
- (8) ORTHO-MCNEIL-JANSSEN)
PHARMACEUTICALS, INC., n/k/a)
JANSSEN PHARMACEUTICALS;)
- (9) JANSSEN PHARMACEUTICA, INC.,)
n/k/a JANSSEN PHARMACEUTICALS, INC.;)
- (10) ALLERGAN, PLC, f/k/a ACTAVIS PLC,)
f/k/a ACTAVIS, INC., f/k/a WATSON)
PHARMACEUTICALS, INC.;)
- (11) WATSON LABORATORIES, INC.;)
- (12) ACTAVIS LLC; and)
- (13) ACTAVIS PHARMA, INC.,)
f/k/a WATSON PHARMA, INC.,)

Defendants.)

In the office of the
Court Clerk MARILYN WILLIAMS

Case No. CJ-2017-816
Judge Thad Balkman

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment is made and entered into this 2nd day of April 2019, among Purdue Pharma L.P., a Delaware limited partnership, Purdue Pharma, Inc., a New York corporation, and the Purdue Frederick Company, Inc., a New York corporation (collectively, "Purdue"), and the Attorney General on behalf of the State of Oklahoma ("Attorney General" or the "State", and together with Purdue, the "Parties")

WHEREAS, Purdue and the State previously entered into the Settlement Agreement dated as of March 26, 2019 (the "Settlement Agreement"); and

WHEREAS, the Settlement Agreement was approved pursuant to a Consent Judgment in the lawsuit captioned, *State of Oklahoma v. Purdue Pharma L.P., et al.*, Case No. CJ-2017-816, entered by the District Court of Cleveland County, Oklahoma (Balkman, J.) on March 26, 2019 (the "Consent Judgment"); and

WHEREAS, the Parties wish to amend the Settlement Agreement in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the above premises, and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The last sentence of Section 3 of the Settlement Agreement is hereby restated in its entirety to read as follows:

On or prior to the date that is five (5) business days after the Execution Date, the Attorney General, in his sole discretion, shall have the right to waive the requirement of the posting of the Purdue Payments Letter of Credit, in which case the Purdue Payments shall be, in the Attorney General's sole discretion, payed directly by Purdue to the payees identified in Section 4.1(a) above or placed into escrow pursuant to an escrow agreement previously provided to the Attorney General for the benefit of such payees, within one (1) business day after receipt of the Attorney General's written waiver.

2. The last sentence of Section 6 of the Settlement Agreement is hereby restated in its entirety to read as follows:

On or prior to the date that is five (5) business days after the Execution Date, the Attorney General, in his sole discretion, shall have the right to waive the requirement of the posting of the Donation Payments Letter(s) of Credit, in which case the Donation Payments shall be placed into escrow pursuant to an escrow agreement previously provided to the Attorney General within one (1) business day after receipt of the Attorney General's written waiver.

3. **Continued Validity of the Settlement Agreement and Consent Judgment.** Except as amended and superseded by this Amendment, the Settlement Agreement shall remain in full force and effect and shall continue to bind the parties thereto. References in the Settlement Agreement to this "Agreement" and the "Settlement Agreement" will be deemed to refer to the Settlement Agreement as amended by this Amendment. To the extent that the terms of this Amendment conflict or are inconsistent with the terms of the Settlement Agreement, the terms of this Amendment will govern.

4. **Entire Agreement.** This Amendment and the Settlement Agreement, to the extent not amended and superseded by this Amendment, contain the entire agreement between the

5. **Integrated Agreement.** This Amendment and the Settlement Agreement, to the extent not amended and superseded by this Amendment, constitutes the entire agreement between the Parties and no representations, warranties or inducements have been made to any party concerning this Amendment and the Settlement Agreement other than the representations, warranties and covenants contained and memorialized herein and therein.

6. **Execution in Counterparts.** This Amendment may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the parties to this Amendment shall exchange among themselves original signed counterparts and a complete set of executed counterparts shall be filed with the Court.

7. **Choice of Law.** Any dispute arising from or in connection with the completion and execution of the Amendment shall be governed by Oklahoma law without regard to its choice of law provisions;

IN WITNESS WHEREOF, the Parties, through their fully authorized representatives,
have executed this Amendment as of the date set forth below.

Dated: April 2, 2019

BY: *Marc L Keselman*
PURDUE PHARMA, L.P.,
PURDUE PHARMA INC. and the
PURDUE FREDERICK COMPANY INC.
One Stamford Forum
Stamford, CT 06901

BY: *Mike Hunter*
OKLAHOMA OFFICE OF THE
ATTORNEY GENERAL
Mike Hunter
313 NE 21st Street
Oklahoma City, OK 73105

BY: *Brad Beckwith by MB*
NIX PATTERSON, LLP
512 N. Broadway, Suite 200
Oklahoma City, OK 73102
*Counsel for Plaintiff State of
Oklahoma*

BY: *Michael Burrage*
WHITTEN BURRAGE
512 N. Broadway, Suite 300
Oklahoma City, OK 73102
*Counsel for Plaintiff State of
Oklahoma*

BY: *Glenn Coff*
GLENN COFFEE & ASSOCIATES, PLLC
915 Robinson Ave.
Oklahoma City, OK 73102
Counsel for Plaintiff State of Oklahoma

BY: *Sheela L Burt*
DECHERT, LLP
Three Bryant Park
1095 Avenue of the Americas
New York, New York 10036
*Counsel for Purdue Pharma, L.P.,
Purdue Pharma Inc. and the
Purdue Frederick Company Inc.*