

MASTER SETTLEMENT AGREEMENT

This Master Settlement Agreement, dated April 28, 2015 (the “Execution Date”), is entered into by and between (i) Takeda Pharmaceutical Company Limited and Takeda Pharmaceuticals U.S.A., Inc. (collectively, “Takeda”), and (ii) the plaintiffs’ counsel listed in the signature pages hereto under the heading “Plaintiffs’ Settlement Review Committee” (“PSRC”). Takeda and the PSRC have agreed to establish a private settlement program intended to resolve the claims of all persons who are eligible to enroll into the private settlement program, as set forth by the terms of this Agreement.

All capitalized terms used herein shall have the meanings ascribed to them, respectively, either where they appear in this Agreement set off in parentheses and quotations and underscored, or as set forth in Article XVI below.

RECITALS

A. This Master Settlement Agreement establishes a private settlement program (the “ACTOS Resolution Program” or the “Program”) for the purpose of resolving certain Claims alleging a personal injury involving bladder cancer resulting from the use of an ACTOS Product pending against Takeda, Eli Lilly & Company (“Lilly”), and other Defendants, as defined in Article XVI, in the following proceedings on the Execution Date: (1) *In Re: Actos (Pioglitazone) Products Liability Litigation*, MDL No. 2299 (the “MDL”), a federal multi-district litigation venued in the United States District Court for the Western District of Louisiana (the “MDL Court”); (2) any other federal court proceedings, either pending in that court or awaiting transfer to the MDL (collectively, the “Other Federal Court Proceedings”); (3) *In re Actos Related Cases*, No. 2011 L 010011 (the “Illinois Coordinated Proceedings”), venued in the Circuit Court of Cook County, Illinois, County Department, Law Division (the “Illinois Coordinated Court”); (4) *In Re Actos Product Liability Cases Coordinated Proceeding*, JCCP No. 4696 (the “California Coordinated Proceedings”), venued in the California Superior Court, Los Angeles County, California (the “California Coordinated Court”); and (5) any and all other state court proceedings (the “Other State Court Proceedings”).

B. Members of the PSRC and Takeda have agreed to establish this Program to resolve such Claims that involve an Alleged Injury of Bladder Cancer resulting from the use of ACTOS Products, as specified in this Agreement.

C. Claimants with Claims that have not yet been filed in any jurisdiction are also eligible to participate in the Program, provided that the Claims involve an Alleged Injury of Bladder Cancer occurring in the United States prior to the Execution Date, allegedly resulting from the use of ACTOS Products, and who duly execute and serve the Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel in accordance with Section 2.04 of this Agreement.

D. Takeda, Lilly, and all other Released Persons deny any liability or wrongdoing, and Takeda asserts that it, and the other Released Persons, have meritorious affirmative defenses to these lawsuits and claims. This Agreement and the Program, accordingly, will not be construed as evidence of, or as an admission by Released Persons of, any fault, liability,

wrongdoing, or damages whatsoever, or as an admission by any Claimant who enrolls in the Program of a lack of merit in their claims.

E. The Parties agree and understand that this Agreement shall not be used, cited, or relied upon in any manner in any future cases or settlements without the express approval of PSRC and Takeda, other than as necessary to enforce this Agreement.

F. All sums awarded under this Agreement constitute damages on account of personal physical injuries or sickness, within the meaning of §104(a)(2) of the Internal Revenue Code.

Takeda and the PSRC hereby agree as follows:

ARTICLE I. CASE REGISTRATION

Section 1.01 Registration of All Filed and Unfiled ACTOS Products-related Claims

The purposes of the registration requirements set forth in this Article I are to allow the Parties and the Courts to identify the **filed and unfiled cases** and claims connected to ACTOS Products, to create a joint database of such cases and claims which will help the MDL Court and the Illinois and California Coordinated Courts cooperatively manage this litigation, and to assist the Parties with effectuating the provisions of this Agreement.

Section 1.02 Case Census Orders

- (A)** PSRC and Takeda will jointly petition the MDL Court, the Illinois Coordinating Court, and the California Coordinating Court for a case management order (“Case Census Order(s)”), substantially in the form of Appendix A (as modified in the Illinois and California Coordinated Courts to conform to state practice), to be entered in each jurisdiction within three (3) days following the Execution Date, requiring any plaintiffs’ counsel representing clients with ACTOS Products-related Claims pending in the respective court to identify to PSRC, Takeda and Claims Administrator all clients with ACTOS Products-related claims, whether their claims are filed or unfiled, and regardless of whether such claims are eligible for enrollment into the ACTOS Resolution Program or if that plaintiffs’ counsel intends to enroll the claims of any such clients into the ACTOS Resolution Program. The Case Census Orders shall require online submission of claims information in accordance with the instructions of the Claims Administrator at www.actosofficialsettlement.com for the accurate and efficient transfer of the required information about each Claimant and Claim to the Claims Administrator and the Parties.
- (B)** Primary Counsel (as defined in the Case Census Order) must make online submission of all information required by the Case Census Order within ten (10) days following the entry of such orders. As set forth in Case Census Orders, Primary Counsel must certify, pursuant to 28 U.S.C. § 1746, that the information submitted in response to the Case Census

Orders is true, complete and correct to his or her knowledge, and submission of such information constitutes a representation to the Court that the list of claimants and information provided therein is true, complete and correct.

Section 1.03 Claims Database

The Claims Administrator will maintain a joint database of all cases filed in any court and all unfiled claims identified pursuant to the Case Census Orders and in connection with enrollments of Claims in the Program, which database shall be made available to the MDL Court, the Illinois Coordinating Court, and the California Coordinating Court, Takeda and the PSRC. The database may include for every registered ACTOS-related claim, *inter alia*, the current venue, case number, alleged injury, date of alleged injury, alleged duration of ACTOS Products use, the identity of the Primary Counsel responsible for the Claim, state where alleged injury occurred, and filing jurisdiction, as well as other claim specific information. Nothing herein prevents either Takeda or the PSRC from maintaining their own separate database of all registered plaintiffs and unfiled Claims. The Claims Administrator may consult with Takeda and the PSRC regarding the accuracy of the information in the Case Census.

ARTICLE II. PROGRAM ENROLLMENT

Section 2.01 Eligible Enrollees and Program Participants

- (A) Only Eligible Enrollees may participate in the Program. “Eligible Enrollee” means all Claimants (including Representative Claimants) who:
1. have cases filed, as of the Execution Date, in (i) the MDL Court; (ii) any Other Federal Court Proceeding; (iii) the Illinois Coordinated Proceedings; (iv) the California Coordinated Proceedings; or (v) any Other State Court Proceeding, in each case alleging (i) the use of ACTOS Products prior to December 1, 2011, and (ii) an Eligible Injury resulting from the alleged use of ACTOS Products; or
 2. did not have a case pending against Defendants in state or federal court on or before the Execution Date but who (i) allege (a) the use of ACTOS Products prior to December 1, 2011, and (b) an Eligible Injury occurring in the United States resulting from the alleged use of ACTOS Products prior to the Execution Date; (ii) provide an attorney affirmation that the Claimant (or the Claimant’s Personal Representative) had signed a retainer agreement with an attorney or with his or her law firm on or before the third (3rd) day following the Execution Date for legal representation of said Claimant relating to an Eligible Injury allegedly resulting from the use of ACTOS Products; and (iii) provide a properly executed and

timely Opt In Package for Unfiled Claims to Takeda pursuant to the procedures set forth in this Section.

- (B) “Eligible Injury” means a diagnosis of Bladder Cancer. Only Claimants alleging an Eligible Injury may participate in the Program. “Bladder Cancer” shall be defined as cancer that formed in the urothelial lining of the urinary bladder, the renal pelvis or the ureter.
- (C) Those Claimants who become finally enrolled in the Program pursuant to the provisions of this Article II are “Program Participants.” To the extent this Agreement refers to a Program Participant’s use of ACTOS Products, where the Claim is being brought in a representative capacity by a Program Participant who was not the Product User, such reference shall refer to Product User.

Section 2.02 Enrollment Procedures for Claimants with Cases Pending in Federal or State Court

- (A) Enrollment in the Program is *not* automatic for any Eligible Enrollee with a pending lawsuit. Such Eligible Enrollees may take steps to enroll in the Program as set forth herein.
- (B) Claimants who, on or prior to the Execution Date, have cases that allege usage of ACTOS Products prior to December 1, 2011 and involve an alleged Eligible Injury resulting from the use of ACTOS Products pending in (i) the MDL (“MDL Claimants”), (ii) the Illinois Coordinated Proceedings (“Illinois Coordinated Proceeding Claimants”), or (iii) the California Coordinated Proceedings (“California Coordinated Proceeding Claimants”) (collectively, the “State Court Coordinated Proceeding Claimants”), (iv) in federal courts other than the MDL Court, including all cases subject to a Conditional Transfer Order or otherwise awaiting transfer to the MDL (“Other Federal Court Claimants”), or (v) in state courts other than in the Illinois Coordinated Proceedings or the California Coordinated Proceedings (“Other State Court Claimants”) ((i) – (v) collectively, “Filed Claimants”) may take steps as outlined below to enroll in the Program. Such Claimants whose cases have been dismissed with prejudice prior to the Execution Date are not eligible to participate in the Program, unless on the Execution Date, (i) the time for such Claimant to appeal has not run, (ii) the Claimant’s case is pending appeal, (iii) the Claimant’s time for filing a motion for reconsideration has not run; or (iv) the Claimant’s motion for reconsideration is pending. Such Claimants whose cases have been dismissed without prejudice prior to the Execution Date are eligible to enroll in the Program, unless such claims are barred from re-filing by the applicable statute of limitations, as determined by Takeda, but subject to the reconsideration procedures of Section 2.05(C), below.

- (C) Such Filed Claimants who wish to enroll in the Program must submit the following on or before the Opt In Deadline in accordance with the provisions of Section 2.03:
- a. a “Notice of Intent to Opt In Form for Filed Claims” contained in Appendix B, executed by Signature of Claimant;
 - b. a “Release” contained in Appendix C, to be executed by Personal Signature by the Claimant or the Personal Representative of Claimant, and all Persons having or asserting the right to bring claims, including future wrongful death claims, by reason of their relationship with the Product User, including, without limitation, the Product User’s spouse or surviving spouse, representatives, and/or heirs, concerning the Product User’s alleged use of ACTOS Products; and
 - c. a “Stipulation of Dismissal,” for each case wherein the Product User or a representative of the Product User is named as a plaintiff, executed by Signature of the counsel of record, for the applicable Court, as follows:
 1. MDL Claimants must submit an executed stipulation of dismissal in the form contained in Appendix D-1 (the “MDL Stipulation of Dismissal”);
 2. Illinois Coordinated Proceeding Claimants must submit an executed stipulation of dismissal in the form contained in Appendix D-2 (the “Illinois Stipulation of Dismissal”);
 3. California Coordinated Proceeding Claimants must submit an executed stipulation of dismissal in the form contained in Appendix D-3 (the “California Stipulation of Dismissal”);
 4. Other Federal Court Claimants must submit an executed stipulation of dismissal for federal court that abides by all applicable federal and local rules for effectuating the dismissal, with prejudice, of the Federal Case against all Defendants (each a “Federal Stipulation of Dismissal”); and
 5. Other State Court Claimants must submit an executed stipulation of dismissal for state court that abides by all

applicable state and local rules for effectuating the dismissal, with prejudice, of the State Case against all Defendants (each a “State Stipulation of Dismissal”).

The Notice of Intent to Opt In Form for Filed Claims, the Release, and the applicable Stipulation(s) of Dismissal are referred to collectively herein as the “Opt In Package for Filed Claims.” Failure to timely submit an Opt In Package for Filed Claims in the manner required bars such Claimant from enrollment and potential recovery of an award under the Program.

Subject to the requirements of Section 11.03 below, for Claims involving Product Users who are deceased or incapacitated, if a Release cannot be executed prior to the Opt In Deadline because the process of appointment of the necessary legal representative for the Product User has not been completed, such Claimants may be permitted to opt in to the Program without providing the Release, provided that the proceeding necessary to obtain the necessary appointment is initiated prior to the Opt In Deadline.

- (D) Submission of the Opt In Package for Filed Claims (i) is irrevocable; (ii) binds the Claimant submitting the forms to the terms and conditions of this Agreement; and (iii) constitutes affirmative acceptance of the jurisdiction of the Special Master and the MDL Court (or of the applicable state court should the MDL Court lack subject matter jurisdiction) for all matters and decisions relative to this Agreement.
- (E) Filed Claimants who properly and timely submit an Opt In Package for Filed Claims are enrolled Program Participants, and must submit a Claim Package on or before the Claim Package Deadline.

Section 2.03 Implementing Case Management Orders and Deadlines for Enrollment by Claimants with Pending Cases

- (A) PSRC and Takeda will jointly petition the MDL Court, the Illinois Coordinating Court, and the California Coordinating Court for a case management order in each of those jurisdictions to implement certain deadlines and other provisions of this Agreement and to provide notice of this Agreement, in the form attached hereto as Appendix E (“Implementing CMO”), as modified in the Illinois and California Coordinated Courts to conform to state practice.
- (B) The Implementing CMO will also set forth 11:59 p.m. C.T. on the later of the following dates as the time and date by which Eligible Enrollees must submit the Opt In Package for Filed Claims or Opt In Package for Unfiled Claims, as applicable (“Opt In Deadline”): (x) July 13, 2015; or (y) if, on or before July 13, 2015, an Eligible Enrollee provides to the Claims Administrator a reasonable justification for requiring more than a 75-day period to opt in (as determined by the Claims Administrator in good faith)

the Opt In Deadline pertaining to that Eligible Enrollee shall be extended to August 12, 2015; or (z) if the Claims Administrator shall determine that, for any reason in its discretion, any Eligible Enrollee needs an additional thirty (30) days to opt in, the Opt In Deadline applicable to all Eligible Enrollees shall be September 11, 2015. Upon agreement by Takeda and the PSRC, or at the discretion of the Eligibility Committee, the Opt In Deadline may be further extended as to any Claimant to an agreed-upon date.

- (C) The Opt In Package for Filed Claims and Opt In Package for Unfiled Claims, as applicable, must be timely submitted in accordance with instructions provided by the Claims Administrator, including making such submission online where specified. *See* www.actosofficialsettlement.com.

Section 2.04 Enrollment Procedures for Qualifying Unfiled Claimants

- (A) Claimants who did not have a case pending against Defendants in state or federal court on or before the Execution Date, but who allege (i) usage of ACTOS Products prior to December 1, 2011, and (ii) an Eligible Injury resulting from the use of ACTOS Products occurring in the United States prior to the Execution Date, and who provide a properly executed and timely Opt In Package for Unfiled Claims pursuant to the procedures set forth in this Section, are “Qualifying Unfiled Claimants,” and may be enrolled in the Program as Program Participants, if it can be affirmed that the Claimant (or the Claimant’s Personal Representative) signed a retainer agreement with an attorney or with his or her law firm on or before the third (3rd) day following the Execution Date for legal representation of said Claimant relating to an Alleged Injury allegedly resulting from the use of ACTOS Products. Accordingly, Claimants who have not been represented by Counsel on or before the third (3rd) day following the Execution Date in relation to personal injury claims alleged to have resulted from the use of ACTOS Products and who do not have a case against Defendants that was pending in state or federal court on the Execution Date are not eligible for enrollment in the Program.
- (B) The “Opt In Package for Unfiled Claims” must include the following:
 - a. A “Notice of Intent to Opt In Form for Unfiled Claims,” executed by Signature of the Claimant, in the form contained in Appendix F;
 - b. A “Declaration of Counsel,” in the form contained in Appendix G, executed by Signature of the Claimant’s counsel, affirming that the Claimant (or the Claimant’s Personal Representative) had signed a retainer agreement with that attorney or with his or her law firm on or before the third (3rd) day following the Execution Date for legal representation of said Claimant

relating to an Eligible Injury allegedly resulting from the use of ACTOS Products; and

- c. A Release contained in Appendix C, to be executed by Personal Signature by the Claimant or the Personal Representative of Claimant, and all Persons having or asserting the right to bring claims, including future wrongful death claims, by reason of their relationship with the Product User, including, without limitation, the Product User's spouse or surviving spouse, representatives, and/or heirs, concerning the Product User's alleged use of ACTOS Products.

Subject to the requirements of Section 11.03 below, for Claims involving Product Users who are deceased or incapacitated, if a Release cannot be executed prior to the Opt In Deadline because the process of appointment of the necessary legal representative for the Product User has not been completed, such Claimants may be permitted to opt in to the Program without providing the Release, provided that the proceeding necessary to obtain the necessary appointment is begun prior to the Opt In Deadline.

- (C) The Opt In Package for Unfiled Claims must be submitted on or before the Opt In Deadline, as may be extended in accordance with Section 2.03(B) above.
- (D) The Opt In Package for Unfiled Claims must be timely submitted in accordance with instructions provided by the Claims Administrator, including making such submission online where specified. *See* www.actosofficialsettlement.com.
- (E) Submission of the Opt In Package for Unfiled Claims is irrevocable. Qualifying Unfiled Claimants who properly and timely submit an Opt In Package for Unfiled Claims are (i) enrolled Program Participants bound by the terms of this Agreement; (ii) agree to submit to the jurisdiction of the Special Master and the MDL Court (or, if the MDL Court does not have subject matter jurisdiction, to the jurisdiction of the Illinois Coordinated Court or the California Coordinated Court), and (iii) must submit a Claim Package on or before the Claim Package Deadline.

Section 2.05 Notification of Enrollment Status and Program Participation

- (A) The Claims Administrator will provide notice to all Eligible Enrollees who have cases pending in a state or federal court and/or whose claims are identified by Plaintiffs' counsel in the Case Census, of their "Final Enrollment Status," meaning their status as either a Program Participant or Unenrolled Claimant (as defined in Paragraph 2.05(B) below), on a rolling basis and no later than ten (10) days after the latest Opt In Deadline applicable to such Claimant.

- (B) An “Unenrolled Claimant” is an Eligible Enrollee who (as may be applicable to them pursuant to Section 2.01 through Section 2.04) fails to serve: (a) a complete and timely Opt In Package for Filed Claims, if a Filed Claimant; or (b) a complete and timely Opt In Package for Unfiled Claims, if a Qualifying Unfiled Claimant.
- (C) Within seven (7) days of receiving notice of his or her Final Enrollment Status, an Eligible Enrollee may seek reconsideration of his or her status as an Unenrolled Claimant from the Claims Administrator, which reconsideration will be decided by the Claims Administrator within seven (7) days of such reconsideration request. Eligible Enrollees may submit Opt In Package documentation or other additional materials to the Claims Administrator in connection with such reconsideration request. The Claims Administrator’s reconsideration decision regarding Final Enrollment Status is binding and Non-Appealable.

Section 2.06 Program Participation is Exclusive and Irrevocable

By submitting a Notice of Intent to Opt In Form for Filed Claims or a Notice of Intent to Opt In Form for Unfiled Claims, as applicable, all enrolled Program Participants covered by such Opt In Forms, and their counsel, shall be deemed to have agreed to be bound by all of the terms and conditions of this Agreement. A Program Participant may only pursue his or her claim in the Program and may not pursue her claim in any court of law or other proceeding. In no event may Claimants whose cases are dismissed in connection with this ACTOS Resolution Program resubmit their Claims for enrollment in the Program. No enrolled Program Participant may under any circumstances or reason, regardless of the amount of any individual Settlement Payment, withdraw an Opt In Package, request the return of his or her Release or Stipulation of Dismissal, or otherwise unilaterally exit the Program.

Section 2.07 Provision of Opt In Forms to Takeda and PSRC

The Claims Administrator shall make the Notice of Intent to Opt In Forms for Filed Claims, the Notice of Intent to Opt In Forms for Unfiled Claims and the Declarations of Counsel that it receives pursuant to this Article II available to Takeda or the PSRC upon request by either Party.

ARTICLE III. CLAIM PACKAGE SUBMISSION

Section 3.01 Claim Package Deadline

- (A) Program Participants may submit Claim Packages after receipt of a Notice of Final Enrollment Status confirming that the Program Participant has successfully enrolled. Program Participants, by and through their counsel if represented, must submit a complete Claim Package, together with all Supporting Documentation, no later than 11:59 p.m. C.T. on the ninetieth (90th) day following the Effective Date (the “Claim Package Deadline”)

or, as applicable and subject to the terms of Section 3.05, the Cure Deadline. As set forth further in this Article, if certain Supporting Documentation is not available for submission, a Program Participant may submit a No Records Statement to that effect, as set forth in Section 3.03(A)(3), or seek relief from the Eligibility Committee, as described in Section 4.02.

- (B) In the event that a Program Participant fails to submit a complete Claim Package on or before the Claim Package Deadline or Cure Deadline, as applicable, Takeda shall have the right to file the Stipulation(s) of Dismissal provided in the Opt In Package, or file a motion to dismiss the Program Participant's case, if one is pending, with prejudice, and/or to act to enforce the Program Participant's Release, subject to the resolution of any appeals to the Eligibility Committee and/or Special Master pursuant to Sections 4.02 and 9.03.

Section 3.02 Consent to Review of Medical Records

Program Participants are responsible for obtaining and submitting, through their counsel, if represented, the Core Medical Records and other Supporting Documentation required for a Claim Package. Program Participants consent to review of such records by the Claims Administrator (and those employed, or engaged by, the Claims Administrator), PSRC, Takeda, Takeda's counsel, Takeda's insurers, Lien resolution personnel, the Special Master, and the courts.

Section 3.03 Complete Claim Package Requirements

- (A) A complete Claim Package must include the following "Supporting Documentation":
 - (1) A completed Claim Form contained in Appendix H, executed by Personal Signature, to include the Program Participant's election of Injury Level;
 - (2) A complete but undated Authorization to Release Records and Other Information contained in Appendix I, executed by Personal Signature. When executing this document, the Program Participant shall not specify particular healthcare providers for the collection of records, but shall leave the provider field of the form blank so that it may be utilized for collection of any necessary records in accordance with the audit provisions set forth in Section 8.05;
 - (3) The following "Core Medical Records," certified by the Program Participant as Complete or unavailable. If any of the following Core Medical Records are unavailable, a certified No Records Statement from the pertinent provider

must be included in the Claim Package.

- i. Records of Bladder Cancer diagnosis, to include:
 1. A pathology report finding the existence of cancerous cells in the urothelial lining of the urinary bladder, the renal pelvis or the ureter; or
 2. If it is determined by the Claims Administrator or the Eligibility Committee, as applicable, that no pathology report is available, despite diligent efforts by the Program Participant to obtain it, provision of other contemporaneous medical records referencing a pathology report containing a diagnosis of Bladder Cancer that, in both instances, are determined by the Claims Administrator or Eligibility Committee, as applicable, to be sufficient to establish a diagnosis of Bladder Cancer.
- ii. Proof of ACTOS Products usage, to include:
 1. Contemporaneous Prescription Records from all pharmacies that dispensed ACTOS Products to the Product User for the period spanning first alleged use of ACTOS Products through the last use of ACTOS Products or June 1, 2012, whichever is earlier; and
 2. Contemporaneous Medical Records documenting Product User's usage of ACTOS Products.
- iii. Complete medical records from all healthcare providers who:
 1. diagnosed the Product User's Bladder Cancer; and/or
 2. provided treatment for the Product User's Bladder Cancer.
- iv. If not otherwise included in the above-listed records, medical records from all healthcare providers who prescribed ACTOS Products to the Product User, for the period spanning first alleged use of ACTOS Products through the last use of ACTOS products.
- v. If not otherwise included in the above-listed records, medical records from all healthcare providers who served

as the Product User's primary care provider, for the period spanning three years prior to the diagnosis of Bladder Cancer through the time of the diagnosis of Bladder Cancer.

- vi. If not otherwise included in the above-listed records, and if Program Participant is alleging Bladder Cancer involving the urothelial lining of the renal pelvis, complete medical records from any nephrologist(s) who treated the Product User.
 - vii. If death due to Bladder Cancer is alleged, a Death Certificate or an Autopsy Report.
- (4) A Payment Election Form, as required by the Claims Administrator, to indicate the Qualified Settlement Fund ("QSF") Administrator is to issue any Settlement Payment to such Program Participant through his or her counsel, if represented, subject to and in accordance with the terms of this Agreement and the Qualified Settlement Fund Agreement. If payments are to be made by wire, the Payment Election Form shall include the wire instructions for use by the QSF Administrator. Primary Counsel representing more than one Program Participant may provide one Payment Election Form applicable to all such Program Participants.
 - (5) Where the Claim is being brought in a representative capacity by a Program Participant who is not the Product User, documentation, such as letters of administration, sufficient to establish that the Program Participant is the duly authorized legal representative for the Product User or the Product User's estate. The Claims Administrator, with the approval of the PSRC and Takeda, may adopt a procedure specifying the proof required of the authority of a Representative Claimant to act on behalf of a deceased or incapacitated or incompetent Product User.
 - (6) A W-9 Form, which will be made available by the Claims Administrator, providing the information required by such form for Primary Counsel. Each Primary Counsel shall provide only one W-9 Form.
- (B)** Program Participants may submit additional records to the Claims Administrator, beyond those that are required, if reasonably related to the Program Participant's Alleged Injury or to a Derivative Claim. All Derivative Claims must be included as a part of the Claim Package

submitted by or on behalf of the Product User. Persons who did not use ACTOS Products may not submit a separate Claim Package under the Program.

Section 3.04 Claim Package Submission

Claim Packages must be submitted to the Claims Administrator on or before the Claim Package Deadline in accordance with instructions provided by the Claims Administrator, including making such submission online where specified. *See* www.actosofficialsettlement.com.

Section 3.05 Determination of Adequacy and Completeness of Claim Packages

- (A) The Claims Administrator shall review all Claim Packages submitted to the Program to determine whether a Claim Package is complete and meets the requirements of Section 3.03. A Claimant whose Claim Package for any reason does not meet the requirements of Section 3.03 shall be considered incomplete, shall fail to establish an Eligible Claim, and will subject the Claim to dismissal with prejudice, as described below, without compensation, absent timely cure as set forth herein. The decision as to the completeness and adequacy of the Claim Package is in the sole discretion of the Claims Administrator, subject to review by the Eligibility Committee and the Special Master to the extent provided for by this Agreement, in accordance with Sections 4.02 and 9.03 below.
- (B) As part of the Claims Administrator's determination of the adequacy and completeness of the Claim Package, the Claims Administrator will determine whether the Program Participant's alleged diagnosis of Bladder Cancer is substantiated by a pathology report finding the existence of cancerous cells in the urothelial lining of the urinary bladder, the renal pelvis or the ureter after the Program Participant was first prescribed or provided ACTOS Products, or, if it is determined by the Claims Administrator that no pathology report is available, other contemporaneous medical records referencing a pathology report containing a diagnosis of Bladder Cancer that, by the determination of the Claims Administrator, are sufficient to establish the diagnosis of Bladder Cancer. If the Claims Administrator does not find that the Claim Package supports a diagnosis of Bladder Cancer after the Program Participant was first prescribed or provided ACTOS Products, the Claim Package will be determined to be deficient by the Claims Administrator.
- (C) The Claims Administrator shall inform the Program Participant's counsel, or the Program Participant, if not represented by counsel, within thirty (30) days (unless the Claims Administrator provides notice that additional time is required) after submission of the Claim Package or, in the case of a Program Participant who fails to submit any Claim Package, within fifteen (15) days (unless the Claims Administrator provides notice that additional

time is required) after the Claim Package Deadline (each a “Notice of Claim Package Deficiency”), whether any or all of the Supporting Documentation is missing, inadequate or incomplete. Failure to correct the deficiencies on or before the later of (x) the thirtieth (30th) day following the date of the Notice of Claim Package Deficiency or (y) if the Program Participant on or before the thirtieth (30th) day following the date of the Notice of Claim Package Deficiency has provided to the Claims Administrator a reasonable justification for requiring more than a 30-day cure period (as determined by the Claims Administrator in good faith), the sixtieth (60th) day following the date of the Notice of Claim Package Deficiency (as applicable, the “Cure Deadline”), will result in rejection of the Claim Package. The Claims Administrator shall provide notice of the rejection of the Claim Package to Claimant’s counsel within ten (10) days following the expiration of the Cure Deadline (“Notice of Rejection”).

“Reasonable justification” with respect to the foregoing shall include substantiation to the Claims Administrator that any missing Core Medical Records have been appropriately requested from the relevant provider, and that such request is pending. Any issues regarding such pending records requests after the Cure Deadline may be addressed to the Eligibility Committee pursuant to Article IV below who may authorize the Claims Administrator to provide further additional reasonable extensions to the Cure Deadline as necessary with respect to such pending records requests.

- (D) Within ten (10) days following the issuance of a Notice of Rejection to a Program Participant, or, within ten (10) days following the last affirmance of such a Notice of Rejection after any available review by the Eligibility Committee and/or appeal to the Special Master has been sought to the extent provided for by this Agreement, the Claims Administrator shall deliver the Release and the Stipulation(s) of Dismissal provided with the Opt In Package, to Takeda. Takeda, or, if Takeda is not a Defendant in the case, any Defendant in such case, may thereupon file the Stipulation(s) of Dismissal with the appropriate court. If necessary to effectuate dismissal of the Program Participant’s claim, Takeda may also seek dismissal by motion made in the appropriate court.
- (E) The Claims Administrator shall provide monthly updates to Takeda and PSRC as to the submission, review and approval process for Claim Packages. Takeda or PSRC may request copies of any Claim Package or any other documentation submitted with such Claim Package from the Claims Administrator, with the expense of such copies, if any, to be borne by the requesting Party.

ARTICLE IV. ELIGIBLE CLAIMS AND ELIGIBILITY COMMITTEE

Section 4.01 Eligible Claims

Only “Eligible Claims” may be compensated in the Program. An Eligible Claim requires the following:

- (1) The Claimant has received notification of her Final Enrollment Status as a Program Participant; and
- (2) The Claimant has timely submitted a complete Claim Package as set forth in Article III.

Section 4.02 **Review by the Eligibility Committee**

(A) If any Claim Package is determined to be deficient by the Claims Administrator because it does not include each of the Core Medical Records, as set forth in Section 3.03(A)(3) above, or does not otherwise constitute an Eligible Claim, the Claimant may request determination by the Eligibility Committee as to whether his or her Claim Package nonetheless establishes an Eligible Claim.

- (1) The “Eligibility Committee” shall consist of the following committee members:

a. **MDL Plaintiffs’ Counsel:**

- i. Richard J. Arsenault
- ii. Andy D. Birchfield, Jr.
- iii. W. Mark Lanier
- iv. Patrick C. Morrow
- v. Neil D. Overholtz
- vi. Paul J. Pennock

b. **Illinois Coordinated Proceedings Plaintiffs’ Counsel:**

- i. Tommy Fibich
- ii. Peter Flowers
- iii. Tor Hoerman

c. Takeda Counsel:

- i. Three members, to be designated by Kenneth D. Greisman, Senior Vice President, General Counsel and Secretary, Takeda Pharmaceuticals International, Inc. and Takeda Pharmaceuticals U.S.A., Inc.

In any vote on an issue before the Eligibility Committee, each of the three above-listed groups shall have one vote. In the event of a 2-to-1 vote on any issue, the group in the minority shall have the right to appeal the issue to the Special Master.

- (2) Program Participants seeking review by the Eligibility Committee must submit a request for Eligibility Committee review within ten (10) days following the issuance of a Notice of Rejection of the Program Participant's Claim Package by the Claims Administrator.
- (3) For each Claim Package submitted to them, the Eligibility Committee will determine whether the medical records provided establish sufficient proof of (1) Claimant's usage of ACTOS Products, and (2) Claimant's diagnosis of Bladder Cancer following the initiation of his or her usage of ACTOS Products. If, in their discretion the Eligibility Committee determines that the records provided by Claimant constitute sufficient proof of these two criteria, such Claimant will be deemed to have established an Eligible Claim, notwithstanding the deficiencies in the Claim Package.
- (4) The determination of the Eligibility Committee shall be appealable by the Program Participant to the Special Master, in accordance with Section 9.03 below, within ten (10) days of the issuance of the Eligibility Committee's determination. The Special Master's determination of whether a deficient Claim Package nonetheless can establish an Eligible Claim shall be final, binding and Non-Appealable.

- (B) If, by the determination of the Eligibility Committee, or by the determination of the Special Master if appealed, a Claim Package does not establish sufficient proof of (1) Claimant's usage of ACTOS Products, and (2) Claimant's diagnosis of Bladder Cancer following the initiation of his or her usage of ACTOS Products, and is therefore deemed not to established an Eligible Claim, the Claims Administrator shall deliver the Release and the Stipulation(s) of Dismissal to Takeda within thirty (30) days from the determination and Takeda may thereupon file the Stipulation(s) of Dismissal with the appropriate court.

ARTICLE V. TERMINATION RIGHT

Section 5.01 PSRC Efforts

The Parties to this Agreement believe that this Agreement represents a fair, just and efficient method for resolving ACTOS Products claims. The PSRC will use their best efforts to achieve sufficient participation to meet the participation benchmarks necessary to effectuate the Program.

Section 5.02 Walk Away Right

- (A) Takeda shall have the option, in its sole discretion, to terminate the Program and this Agreement if, but only if, in Takeda's determination, certain thresholds of participation ("Required Participation Thresholds") in the Program are not met, as set forth in Paragraph (B) below (the "Walk Away Right").
- (B) Takeda's Walk Away Right may be overcome only if each of the following Required Participation Thresholds is satisfied by the enrollment of Program Participants:
- (1) **Overall Participation:** No less than ninety-five percent (95%) participation of all Eligible Enrollees;
 - (2) **Wrongful Death:** No less than ninety-five percent (95%) participation of all Eligible Enrollees alleging wrongful death;
 - (3) **Cystectomy:** No less than ninety-five percent (95%) participation of all Eligible Enrollees alleging a Cystectomy;
 - (4) **Age Less Than 60 Years Old:** No less than ninety-five percent (95%) participation of all Eligible Enrollees who were less than 60 years of age at the time of their diagnosis of Bladder Cancer; and
 - (5) **Use of ACTOS Products for More Than 24 Months:** No less than ninety-five percent (95%) participation of all Eligible Enrollees who allege more than 24 months of ACTOS Products usage prior to their diagnosis of Bladder Cancer.
- (C) For purposes of determining whether each of the foregoing Required Participation Thresholds have been met:
- (1) The denominator for each respective category set forth in Paragraph (B)(1)-(5) above will include all Eligible Enrollees in each such category with cases pending as of

the Execution Date in the MDL, the State Coordinated Proceedings, any Other Federal Court Proceedings, and any Other State Court Proceedings, as well as any additional unfiled claims as identified in the Case Census, as well as all Eligible Enrollees who assert unfiled claims as Qualifying Unfiled Claimants in this Program that were not included in the Case Census.

- (2) The denominator for the Overall Participation category set forth in Paragraph (B)(1) above shall be adjusted for accuracy using the information available from the Case Census, Plaintiff Fact Sheets, Complaints, and/or other available case information, prior to the determination of whether each of the foregoing Required Participation Thresholds have been met.
- (3) The numerator for each respective category set forth in Paragraph (B)(1)-(5) above will include all Eligible Enrollees in each such category who are Program Participants.

(D) Takeda may exercise the Walk Away Right, if available, on or before 11:59 p.m. C.T. on the forty-fifth (45th) day following the last Opt In Deadline attributable to any Eligible Enrollee, subject to Section 15.01(B). Takeda shall exercise its Walk Away Right by filing notice through the MDL Court's Electronic Case Filing System. Takeda also shall provide written notice of its exercise of the Walk Away Right, as applicable, to the state court judges presiding over the Illinois Coordinated Proceedings and California Coordinated Proceedings, with a copy to state-court liaison counsel. The date on which Takeda's Walk Away Right expires without previously having been exercised, or any previous date agreed upon by Takeda and the PSRC, shall be the "Effective Date."

Section 5.03 Consequences of Exercise of Walk Away Right

Upon exercising the Walk Away Right, the Program shall immediately terminate and this Agreement becomes null and void, Takeda shall not be obligated to deposit any Settlement Funds into the Qualified Settlement Fund, and all Releases and Stipulations of Dismissal or Motions to Dismiss shall promptly be returned to PSRC, the Program Participant's counsel, or the *pro se* Program Participant, as appropriate. Takeda shall be responsible for payment of any Administrative Expenses incurred through the termination date.

ARTICLE VI. CLAIMS VALUATION

Section 6.01 General

- (A) If the Claims Administrator, Eligibility Committee, or Special Master, as applicable, determines that a Program Participant's Claim is an Eligible Claim under the terms of the Agreement, the Claims Administrator will determine the amount of each such individual Program Participant's settlement award (which may be paid as an Interim Payment, Final Payment and/or EI Payment, as set forth below, referred to collectively herein as "Settlement Payment(s)"), consistent with the terms of this Agreement. Each Program Participant who is determined to have an Eligible Claim under the terms of the Agreement shall be deemed to be a "Qualifying Program Claimant." The Claims Administrator shall have the responsibility to allocate the Settlement Funds among all Qualifying Program Claimants, consistent with the terms of this Agreement.
- (B) Each Qualifying Program Claimant shall receive Interim Payments and/or Final Payments based on the number of "Points" awarded to such Qualifying Program Claimant during the Claim Assessment process described in Section 6.02 (including Appendix J) (the "Points Award Process") and the value of those Points as determined after all Qualifying Program Claimants have completed the Points Award Process and EI Payment Process, as applicable. The Points Award Process, together with the EI Payment Process set forth in Section 7.02, may be referred to collectively herein as the "Claims Valuation Process."
- (C) For purposes of conducting the Claims Valuation Process, in addition to the Supporting Documentation submitted as part of a Qualifying Program Claimant's Claim Package, the Claims Administrator may also consider medical and employment records, if any, relating to such Qualifying Program Claimant that were obtained by Takeda in connection with the litigation of such Qualifying Program Claimant's Claim.
- (D) No Program Participant shall be entitled to any Settlement Payment other than in accordance with the terms of this Agreement, nor shall any Program Participant be entitled to pursue any claim for any other injury allegedly resulting from the use of ACTOS Products. Except in the event that the Walk Away Right is exercised pursuant to Article V, Program Participants disclaim any claim to receive any punitive, exemplary, or emotional damages and understand and agree that no payment made hereunder is or shall be deemed to be attributable to punitive, exemplary, or emotional damages. All Settlement Payments made pursuant to the Program constitute damages on account of personal injuries or physical injuries or physical sickness within the meaning of Section 104 of the Internal Revenue Code of 1986, as amended, arising from the physical injuries alleged to have resulted from the use of ACTOS Products. The presence of any Derivative Claimants who assert claims relating to the Alleged Injuries of any Program Participants shall not affect the valuation of such Program Participants' claims, and there shall be no separate settlement awards made to any Derivative Claimants.

Section 6.02 **The Points Award Process**

- (A) After a Program Participant has timely submitted a complete Claim Package that meets all the requirements of Section 3.03, or alternatively if such Program Participant's Claim Package has otherwise been determined by the Eligibility Committee or Special Master to establish an Eligible Claim, and such Program Participant has been determined or deemed to be a Qualifying Program Claimant, the Claims Administrator shall determine the number of Points ("Points Award") that should be awarded to the Qualifying Program Claimant. The criteria, methodologies, formulae, guidelines and other terms and conditions for determining Points Awards (collectively, the "Point Awards Criteria") are set forth in the "Points Matrix," attached as Appendix J to this Agreement. The Points Award analysis performed by the Claims Administrator shall be based solely on the terms and conditions of the Points Matrix and this Section 6.02.
- (B) As outlined in Appendix J, assessment of Points shall consider (without limitation and among other factors as set forth in Appendix J) the extent of injury and treatment, age, duration and dosage of ACTOS Products usage, timing of ACTOS Products usage, and risk factors for development of Bladder Cancer.
- (C) The Claims Administrator shall notify each Qualifying Program Claimant, Takeda, and the PSRC of such Qualifying Program Claimant's Points Award using a form developed for such purpose by the Claims Administrator ("Notice of Points Award"). A Point Award is not final and is subject to revision at any time until Final Payment. **Such Points Award shall be subject to reconsideration by the Claims Administrator and appeal to the Special Master as set forth in Sections 6.02(D) and (E), and Section 9.03, but otherwise shall be final, binding and Non-Appealable.**
- (D) A Qualifying Program Claimant Participant may seek reconsideration by the Claims Administrator of such Qualifying Program Claimant's Points Award by filing a request for reconsideration with the Claims Administrator within fifteen (15) days of the Notice of Points Award. The Claims Administrator will respond to any such request for reconsideration within thirty (30) days ("Notice of Reconsideration Determination"). Appeals to the Special Master pursuant to this Section may be taken only from the Claims Administrator's decision after a request for reconsideration, not from the initial decision of the Claims Administrator. If a timely request for reconsideration is not made, no appeal may be brought. The Special Master may at his discretion consult with the Eligibility Committee regarding any appeals made under this Section.
- (E) In accordance with Section 9.03, a Qualifying Program Claimant may appeal his or her Points Award determination of the Claims Administrator to the Special Master by submitting a notice to such effect to the Claims

Administrator and the Special Master within fifteen (15) days of the Notice of Reconsideration Determination, in accordance with procedures established by the Claims Administrator. The Special Master thereupon shall review such Points Award determination *de novo*. If, upon any such timely appeal, the Special Master determines that a Points Award determination of the Claims Administrator was in error, the Special Master either may return the matter to the Claims Administrator for a further determination (which itself may be appealed in the same manner as specified above) or may substitute its own Points Award determination for that of the Claims Administrator. All such Points Award determinations of the Special Master shall be final, binding and Non-Appealable. The Special Master shall notify the Claims Administrator of its determination, and the Claims Administrator shall, promptly following receipt of such notice, notify Counsel for the relevant Qualifying Program Claimant (or, if such Qualifying Program Claimant is without counsel, such Qualifying Program Claimant), Takeda and the PSRC of the Special Master's determination.

ARTICLE VII. PAYMENTS TO QUALIFYING PROGRAM CLAIMANTS

Section 7.01 Interim Settlement Payments

- (A) Pursuant to procedures to be established by the Claims Administrator, subject to agreement by Takeda and the PSRC, and at a time agreed upon by Takeda and the PSRC, the Claims Administrator shall make an estimated interim determination of the dollar value that is expected to be assigned per Point in the Program after all final Point Awards have been determined for each Qualifying Program Claimant ("Estimated Points Valuation").
- (B) Within 45 days after the Claims Administrator has made the Estimated Points Valuation, interim settlement payments ("Interim Payments") shall be made to Qualifying Program Claimants from the QSF in an amount to be determined and approved by the Claims Administrator and by the Lien Resolution Administrator in accordance with Article XIII, pursuant to procedures to be established by the Claims Administrator and subject to agreement by Takeda and the PSRC, subject to the provisions of Section 11.03 regarding Releases, and in accordance with the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA") and all other applicable laws relating to Lien satisfaction and reporting. No part of any Interim Payment shall be reimbursement for costs of medical care.

Section 7.02 Extraordinary Injury Fund Payments

- (A) Qualifying Program Claimants may apply to receive additional payments from an Extraordinary Injury Fund ("EI Payments") in addition to the Interim Payments and Final Payments made to them in accordance with

their Point Awards pursuant to Sections 7.01 above and 7.03 below. The Claims Administrator's determination of EI Payments as set forth in this Section 7.02 may be referred to as the "EI Payment Process." A \$1,000 Administrative Application Fee, payable to the Claims Administrator, will be charged for all Extraordinary Injury applications. Applications for EI Payments shall be made in good faith. Any dispute regarding whether an application is made in good faith is to be determined by the Special Master. The failure to exercise good faith may result in a de novo review of the Claimant's Points Award determined under Section 6.02 above and a potential reduction of same.

- (B) EI Payments for all Qualifying Program Claimants cannot in the aggregate exceed \$50 million (the "EI Fund Cap Amount"), which amount shall initially be earmarked for EI Payments within the Settlement Funds deposited by Takeda pursuant to Article X. Following the completion of the EI Payment Process for all applicable Qualifying Program Claimants, any remaining funds initially earmarked for EI Payments that have not been distributed as part of the EI Payment Process shall be included with the balance of the Settlement Funds for the determination of the Final Point Value, as set forth below.
- (C) Each Qualifying Program Claimant that desires to seek an EI Payment shall have the burden of proving to the Claims Administrator's satisfaction such Qualifying Program Claimant's eligibility for such EI Payment, and, in that connection, may be required by the Claims Administrator to produce further documentation.
- (D) To be eligible to be considered for an EI Payment, a Qualifying Program Claimant must (i) have (or be a Qualifying Program Claimant in respect of a Product User that has) Specified Documented Economic Damages of not less than \$200,000; (ii) establish an injury of Bladder Cancer and have minor children at the time of the Product User's alleged injury; and/or (iii) establish extenuating circumstances relative to the Product User's alleged injury warranting compensation that are not otherwise addressed by the Points Award Process. The Claims Administrator shall consult with the Eligibility Committee to determine the factors for evaluating whether a Claimant has shown extenuating circumstances.
 - a. "Specified Documented Economic Damages" means, in relation to any Product User, (i) such Product User's past out-of-pocket medical expenses and (ii) such Product User's past lost wages or future lost wages, through a date to be determined by the Claims Administrator, in each case to the extent that such expenses or lost wages, as the case may be, are (x) a result of such Product User's Eligible Injury, (y) Documented, and (z) have neither been reimbursed nor are eligible for reimbursement.

- b. “Documented” means established by medical records, billing records, tax returns, social security earnings statements or any other documentation or evidence requested, or otherwise found acceptable, by the Claims Administrator.
- (E) Each Qualifying Program Claimant that is eligible for, and properly and timely applies for, an EI Payment shall (subject to Article XIII and to all of the other terms and conditions of this Agreement) receive an EI Payment according to criteria to be determined by the Claims Administrator.
- (F) Determinations concerning a Qualifying Program Claimant’s eligibility for an EI Payment, and the amount thereof, shall be made by the Claims Administrator. The Claims Administrator shall promptly notify each Qualifying Program Claimant, Takeda and the PSRC of such Qualifying Program Claimant’s EI Payment determination. All EI Payment determinations of the Claims Administrator shall be made according to guidelines to be established by the Claims Administrator in consultation with Takeda and the PSRC.
- (G) The Claims Administrator’s determination concerning a Qualifying Program Claimant’s eligibility for an EI Payment, and the amount thereof, shall be appealable by either Takeda or the Program Participant to the Special Master, in accordance with Section 9.03 below, within fifteen (15) days of the issuance of the Claims Administrator’s determination. The Special Master’s resolution of all appeals relating to EI Payments shall be final, binding and Non-Appealable.
- (H) EI Payment awards shall be determined in the first instance without regard to the EI Fund Cap Amount, but EI Payment shall be made until all possible EI Payment eligibility and awards determinations have been made, and any Special Master Appeals thereof resolved. However, any term of this Agreement to the contrary notwithstanding, if, after such process has been fully completed, the total aggregate EI Payments so awarded in the first instance would (but for this sentence) exceed the EI Fund Cap Amount, all such initial EI Payment awards shall be reduced pro rata to the extent necessary so that such aggregate EI Payment awards exactly equal the EI Fund Cap Amount. After completion of the entire process set forth in this Section 7.02 with respect to EI Payments, the final EI Payment awards shall be paid no earlier than thirty (30) days following the Claims Administrator’s Final Points Valuation, in accordance with Article XIII, and subject to the provisions of Section 11.03 regarding Releases.

Section 7.03 Final Settlement Payments

- (A) No final settlement payments (“Final Payments”) may be made to any Qualifying Program Claimant from the QSF until final Point Awards have been established for each enrolled Claimant, and all EI Payment eligibility and awards determinations for any applicable Claimant have been made, and any Special Master Appeals thereof resolved, and a final dollar value per Point (“Final Point Value”) has been calculated by the Claims Administrator (“Claims Administrator’s Final Points Valuation”).
- (B) Final Payments shall be paid to each Qualifying Program Claimant from the QSF in an amount equal to (x) the product of such Qualifying Program Claimant’s Points Award multiplied by the Final Point Value, minus (y) the amount of any Interim Payment made to such Qualifying Program Claimant, subject to the provisions of Article XIII, and in accordance with MMSEA and all other applicable laws relating to Lien satisfaction and reporting.
- (C) Subject to the provisions of Section 11.03 regarding Releases, the Claims Administrator shall give notice to the QSF Administrator of the amount of the Final Payment to be made to each Qualifying Program Claimant within 45 days following the later of: (1) the Claims Administrator’s Final Points Valuation, or (2) notification given from the Lien Resolution Administrator to the Claims Administrator and Takeda that such Claimant’s outstanding Liens have been satisfied or otherwise resolved in accordance with Article XIII, and payment shall be made from the QSF within fifteen (15) days of the Claims Administrator’s notification of the amount of the Final Payment for the applicable Qualifying Program Claimant. If Claimant has no outstanding Liens, Final Payment shall be made from the QSF within 60 days following the Claims Administrator’s Final Points Valuation.

Section 7.04 Satisfaction of Liens

For the avoidance of doubt, this Article VII is subject in all respects to Article XIII.

ARTICLE VIII. CLAIMS ADMINISTRATOR

Section 8.01 Claims Administrator Selection

- (A) This Agreement is a private agreement.
- (B) A Claims Administrator shall be selected by Takeda, subject to agreement by PSRC.
- (C) At the request of PSRC and Takeda, **BrownGreer PLC** has agreed to preside over the Program as the initial Claims Administrator.

- (D) Any successor to the initial Claims Administrator shall fulfill the same functions from and after the date of its succession and shall be bound by the determinations made by its predecessor(s) to date.
- (1) In the event that PSRC and Takeda are unable to agree upon the appointment of a mutually agreeable successor Claims Administrator, PSRC and Takeda's counsel will each present two (2) candidates to the MDL Court.
 - (2) The MDL Court will, in consultation with the judges presiding over the California and Illinois Coordinated Proceedings, interview the candidates in camera to determine who will serve as the successor Claims Administrator. The order of the MDL Court will be final and Non-Appealable.

Section 8.02 Responsibilities and General Authority

- (A) The Claims Administrator shall carry out the responsibilities for Program enrollment and claim administration and review set forth in this Agreement as well as any additional responsibilities, if any, set forth in any subsequent amendments to this Agreement.
- (B) The Claims Administrator shall have the authority to perform all actions, to the extent not expressly prohibited by, or otherwise inconsistent with, any provision of this Agreement, deemed by the Claims Administrator to be reasonably necessary for the efficient and timely administration of this Agreement. For the avoidance of doubt, the Claims Administrator shall not serve as the QSF Administrator under the terms of the Qualified Settlement Fund Agreement.
- (C) The Claims Administrator may create administrative procedures, supplementary to (and not inconsistent with) those specified herein or in the Appendices hereto, that provide further specific details about how the Program is to be administered, and/or other aspects of the Program, including, but not limited to, procedures regarding submission of documents, procedures regarding execution and signature of documents, and procedures regarding determination of timeliness of submissions; provided, however, that such procedures comply, or otherwise are not in conflict, with the terms of this Agreement, and to which PSRC and Takeda agree.
- (D) Without limitation of the foregoing, the Claims Administrator shall have the authority to modify and/or supplement the Claim Form and any other form or Appendix required by this Agreement to provide for more efficient administration of the Program, subject to prior written consent by Takeda and PSRC, provided that no Program Participant who previously

completed an earlier iteration of the Claim Form shall be required to submit a new Claim Form.

- (E)** Without limitation of the foregoing, the Claims Administrator will:
- (1) determine whether a Claimant is enrolled as a Program Participant;
 - (2) review and make determinations of whether a Claimant's Claim Package is timely and complete in accordance with the provisions of Section 3.03 and Section 3.05;
 - (3) determine whether a Claimant has an Eligible Claim and is a Qualifying Program Claimant under the terms of the Agreement, pursuant to Sections 4.01 and 6.01, and subject to Section 4.02;
 - (4) determine the number of Points to be awarded to each Qualifying Program Claimant in the Points Award Process, in accordance with Sections 6.01 and 6.02 and the Points Matrix (Appendix J);
 - (5) make an Estimated Points Valuation, in accordance with Section 7.01(A);
 - (6) determine the amount of any Interim Payment to be made to each Qualifying Program Claimant, subject to the approval of the Lien Resolution Administrator, in accordance with Section 7.01(B);
 - (7) determine the Final Point Value, pursuant to Section 7.03(A);
 - (8) determine the amount of all Final Payments to be made to each Qualifying Program Claimant, and give notice to the QSF Administrator of such Final Payment amounts, in accordance with Sections Section 7.03(B) and Section 7.03(C);
 - (9) make all determinations concerning each Qualifying Program Claimant's eligibility for an EI Payment and the amount thereof, in accordance with Section 7.02;
 - (10) Facilitate audits of Claim Packages in accordance with Section 8.05; and
 - (11) Deliver Stipulations of Dismissal and Releases provided by Program Participants in their Opt In Packages to Takeda, in accordance with the terms of this Agreement.
- (F)** The Claims Administrator, the QSF Administrator, and the PSRC shall cooperate with Takeda in providing to Takeda any information that is necessary to comply with reporting obligations under the MMSEA, or other applicable laws.

- (G) A time period prescribed in this Master Settlement Agreement for the Claims Administrator to take action on a matter may be extended at the request of the Claims Administrator only if the volume of submissions relating to that matter warrants an extension and such extension is approved by the PSRC and Takeda.

Section 8.03 Liability of Administrative Personnel

No Claims Administrator, Claims Administrator Liaison, or Special Master, or employee or agent thereof, shall be liable to any Claimant, Eligible Enrollee, Program Participant, or their respective counsel for his acts or omissions, or those of any agent or employee thereof, in connection with the Program except, with respect to each such Person, for such Person's own willful misconduct. Nothing in this Section confers on any Claimant, Eligible Enrollee, Program Participant, or their respective counsel any privity of contract with, or other right to institute any action against, any Claims Administrator, Claims Administrator Liaison, or Special Master. In the event that the Claims Administrator, Claims Administrator Liaison, or Special Master must comply with any discovery obligations related to its work under this Agreement, the requesting party bears the cost of complying with such discovery obligation and such work and costs are expressly excluded from this Agreement.

Section 8.04 Method of Notification

All notifications required to be sent by the Claims Administrator under this Agreement shall be provided by a method selected by the Claims Administrator as the most efficient. The use of electronic mail to an address supplied by counsel for the Program Participant, or the Program Participant directly if not represented by counsel, shall be sufficient for all notifications required to be sent by the Claims Administrator. Notice may also be served by any other reasonable method determined by the Claims Administrator. If there is more than one counsel of record on the complaint, the notice shall be given to the counsel listed first. If the Claimant is *pro se*, notice shall be provided directly to the *pro se* Claimant.

Section 8.05 Takeda/Lilly/PSRC Audit Right

- (A) In accordance with the terms of this Section, Takeda, Lilly and PSRC shall each have the right and discretion, at each's own expense, to itself conduct, or have conducted by an independent auditor, audits to verify Claims submitted by Program Participants or any aspect thereof. Such audits may include individual Claim Packages or groups of Claim Packages. To this end, Takeda, Lilly and PSRC shall each have the right to submit additional records that it has gathered on individual Program Participants that are reasonably related to the Program Participant's Alleged Injury. For any such additional records, the submitting Party shall

provide full copies to the other Party. The Claims Administrator shall fully cooperate with any such audit.

- (B) Takeda, Lilly or the PSRC shall notify the other (and the Claims Administrator) of any audit that it is planning to conduct or to have conducted pursuant to this Section and which Claim Packages (if any in particular) are to be audited. Upon receiving notification that an audit is being initiated under this Section 8.05, if Takeda or the PSRC's position is that such audit should not be conducted, such objecting party may address the issue with the Special Master, who will make a determination regarding whether good cause exists to limit the right to audit. The Special Master shall have discretion to determine whether fees in connection with addressing the issue shall be paid by the non-prevailing party, and the amount of such fees.
- (C) If following completion of its audit of a Claim Package, Takeda, Lilly or PSRC is of the view that any reasonable indicia of deception, dishonesty, or fraud relating to any Claim Package or in any way to the Program exist, Takeda, Lilly or PSRC, as the case may be, may petition the Special Master, under seal, with copies being provided to Program Participant's counsel (or, if *pro se*, to the Program Participant) and Takeda's or Lilly's counsel or PSRC (depending on who may file) pursuant to Section 15.01. Any ruling of the Special Master may be appealed to the MDL Court or, should the MDL Court lack subject matter jurisdiction, to the California or Illinois Coordinated Courts or the court in which the case was filed.
- (D) Without limitation of the foregoing, and any term in this Agreement to the contrary notwithstanding, in the event that the Special Master upon motion by the Claims Administrator, Takeda, Lilly or the PSRC determines that a Program Participant, or Counsel for such Program Participant, has used, or that there is substantial evidence that a Program Participant, or Counsel for such Program Participant, has used, deception, dishonesty or fraud in connection with the Claim of such Program Participant:
 - (1) such Program Participant's Claim shall be denied and such Program Participant immediately shall cease to have any further rights under the Program, but such Program Participant's Stipulation(s) of Dismissal and Release shall be delivered to Takeda and Lilly (and, without limitation, Takeda and Lilly shall be free to file or cause to be filed such Stipulation of Dismissal and/or Release in any relevant action or proceeding);
 - (2) each of such Program Participant (if the Special Master makes such determination in respect of such Program Participant) and such Counsel (if the Special Master makes such determination in respect of such Counsel) shall be fully liable (i) for the costs and expenses (including legal costs and expenses) incurred by the

Claims Administrator, Takeda, Lilly and/or the PSRC in connection with any related audit and/or any related proceedings (including MDL Court, or other court, proceedings) under this Section, and (ii) if applicable, to repay to the QSF any Settlement Payment previously paid to or with respect to such Program Participant (and any such repayment of such Settlement Payment in whole or in part shall be disregarded for purposes of Article XIII); and

- (3) such Program Participant, such Counsel and/or such Counsel's other Program Participants shall be subject to such further sanctions or other penalties as the Special Master may impose, including (i) in the case of such Counsel (and/or such Counsel's other Program Participants), raising the level of scrutiny of (including conducting audits, incremental to those conducted pursuant to Section 8.05(A)) of, modifying the timing of the review of, and/or requiring such Counsel to pay the costs and expenses associated with any future audits (including any such incremental audits) of, any other Claim of any or all of the other Program Participants for which it is Counsel, (ii) suspension of any Interim Payments to all other Program Participants of such Counsel and/or (iii) referral of the matter to the United States Attorney or other appropriate law enforcement officials for possible criminal prosecution, provided that no such further sanctions or other penalties shall affect the status of any other Program Participant or his or her Claim unless such sanction or other penalty is consented to by Takeda and Lilly.

(E) The Claims Administrator shall have the authority and obligation to adopt reasonable procedures to detect deception, dishonesty or fraud in relation to any Claim. In the event that the Claims Administrator determines that any Person (other than a Program Participant or Counsel) has engaged or participated in, or that there is substantial evidence that such Person has engaged or participated in, deception, dishonesty or fraud in relation to any Claim, then, without limitation of the foregoing:

- (1) the Claims Administrator shall refer such matter for possible action by the Special Master pursuant to Section 8.05(C);
- (2) pending resolution by the Special Master of such matter pursuant to Section 8.05(C), the Claims Administrator shall suspend further consideration of any documentation from such Person; and
- (3) the Claims Administrator may raise the level of scrutiny of (including conducting audits, incremental to those conducted pursuant to Section 8.05(A), of), and/or modify the timing of the

review of, any other Claim Package that includes documentation from such Person.

- (F) No Settlement Payment may be paid in respect of any Program Participant while that Claim is the subject of any audit under this provision.
- (G) All audits shall be initiated in good faith.

ARTICLE IX. SPECIAL MASTER

Section 9.01 Special Master Appointment

For the sake of uniformity in rulings and efficiency, PSRC and Takeda agree (a) to recommend to the respective courts that each court appoint Gary J. Russo as Special Master for the purpose of making recommendations on certain motions, as described in Section 9.02, and any petitions brought under Section 8.05, and (b) to privately appoint Gary J. Russo as Special Master for the purpose of hearing appeals of the Claims Administrator's determinations, as described in Section 9.03. The individual initially appointed as Special Master, as well as any successor thereto, is referred to herein as the "Special Master." Any successor to the initial Special Master shall fulfill the same functions from and after the date of his succession and shall be bound by the determinations made by his predecessor(s) to date.

Section 9.02 Motions to Dismiss

The Special Master will (a) hear all motions to dismiss claims that fail to comply with the terms of this Agreement, and (b) recommend to the MDL Court or to the respective federal court or state court Judge, as the case may be, a ruling on each of the motions to dismiss. If the Judge presiding over any specific case has not appointed the Special Master, any motion to dismiss shall be made to the presiding Judge in the jurisdiction where the case is pending.

Section 9.03 Appeals to the Special Master from Claims Administrator and Eligibility Committee Determinations

- (A) The Special Master shall hear appeals from decisions of the Claims Administrator regarding Points Awards pursuant to Sections 6.02(D) and (E). Appeals to the Special Master under this section may be taken only from the Claims Administrator's decision after a request for reconsideration, not from the initial decision of the Claims Administrator. If a timely request for reconsideration is not made, no appeal may be brought.

- (B) The Special Master shall hear timely appeals from decisions of the Eligibility Committee pursuant to Section 4.02.
- (C) Notice of any permitted appeal (each a “Notice of Appeal”) must be sent to the Claims Administrator, on behalf of the Special Master, within the time permitted for appeals as set forth in Sections 4.02(A)(4) or 6.02(E) , as applicable.
- (D) The Special Master shall hear timely appeals from the determinations of the Claims Administrator regarding EI Payments pursuant to Section 7.02.
- (E) The Special Master shall hear disputes regarding the scope of Release required under Section 11.03.
- (F) The Special Master’s consideration of any such appeals or disputes shall be limited to the record evidence that was before the Claims Administrator or the Eligibility Committee, as applicable.
- (G) The Special Master must render a decision within thirty (30) days of receipt of the appeal.
- (H) The decision of the Special Master shall itself be final, binding and Non-Appealable (*i.e.*, it shall not be subject to further appeal, either within the Program or to any court or arbitrator). If a Program Participant fails to timely request reconsideration or to meet the Notice of Appeal deadline set forth herein, as applicable, the Program Participant’s right to appeal shall be extinguished and the Claims Administrator’s or Eligibility Committee’s decisions, as applicable, shall be final, binding and Non-Appealable.

Section 9.04 Petitions to the Special Master Relating to Claim Audits

The Special Master may hear petitions from the Claims Administrator, Takeda, Lilly (as set forth in Section 15.06) or PSRC regarding deception, dishonesty, or fraud relating to any Claim Package or in any way to the Program, in accordance with Sections 8.05.

Section 9.05 Special Master’s Costs

The Party appealing a decision of the Claims Administrator or Eligibility Committee to the Special Master pursuant to Section 9.03 shall be required to pay the costs of the Special Master in considering the appeal. The costs of the Special Master relating to disputes heard pursuant to Section 9.04 shall be assessed in accordance with the provisions of Section 8.05. With respect to all other motions, petitions, or appeals to the Special Master, the non-prevailing Party with respect to such motion, petition, or appeal shall pay the costs of the Special Master for his

consideration of the same.

Section 9.06 Submissions to the Special Master

In any instance in which this Agreement provides for submission of any notice or materials to the Special Master, the submission shall be made to the Claims Administrator and the Claims Administrator shall provide such materials to the Special Master.

ARTICLE X. FUNDING OBLIGATIONS

Section 10.01 Settlement Funds

(A) Subject to the Walk Away Right, as set forth in Article V, Takeda shall pay funds in the aggregate amount of \$2,370,000,000, and, in the event that the Overall Participation rate as set forth in Section 5.02(B)(1) above exceeds ninety seven percent (97%) of all Eligible Enrollees, Takeda shall pay an additional amount of \$30,000,000 (the “Settlement Funds”). The Settlement Funds shall be deposited into the QSF as follows:

1. Within thirty (30) days after the Claims Administrator has made the Estimated Points Valuation, Takeda shall deposit into the QSF such funds as are necessary for the payment of Interim Payments pursuant to Section 7.01; and
2. Within thirty (30) days after the Claims Administrator has made the Claims Administrator’s Final Points Valuation, Takeda shall deposit into the QSF the remaining balance of the Settlement Funds, after deducting any funds previously deposited by Takeda into the QSF following the Estimated Points Valuation for the payment of Interim Payments under paragraph 10.01(A)1 above.

For the avoidance of doubt, under no circumstances shall Takeda or any other Defendant be obligated for the payment of any monies more than the aggregate amount of \$2,370,000,000 in the event of an Overall Participation rate of up to 97%, except that, if the Overall Participation rate exceeds 97%, an additional \$30,000,000 shall be payable, for a total aggregate amount of \$2,400,000,000, as set forth above, nor for any additional monies associated with the Program (including but not limited to additional monies for EI Payments, attorneys’ fees or expenses, or Common Benefit Fund payments), with the exception of the payment obligations relating to Administration Expenses set forth in Section 10.05 (E) and any expenses for audits and appeals, where applicable, as explicitly provided for in Sections 8.05(A) and 9.05.

(B) The PSRC agree that the amount of the Settlement Funds is fair and reasonable under the circumstances.

- (C) Any term of this Agreement, or of the Qualified Settlement Fund Agreement, to the contrary notwithstanding, in no event shall Takeda have any obligation to make payment of the Settlement Funds into the Qualified Settlement Fund unless and until (i) the Qualified Settlement Fund shall have been duly approved by the MDL Court, and (ii) the Effective Date shall have occurred. No Settlement Payments shall be made pursuant to Article VII unless and until Takeda's Walk Away Right as set forth in Article V has expired without being exercised.
- (D) Any term of this Agreement, or of the Qualified Settlement Fund Agreement, to the contrary notwithstanding, neither the PSRC, the Program Participants, the Special Master, the Claims Administrator, the QSF Administrator, nor any other Person is entitled under this Agreement or the Qualified Settlement Fund Agreement to collect any amount from any of the Defendants or any other Released Persons other than from Takeda pursuant to Takeda's express obligations to make payments into the Qualified Settlement Fund, to pay Administrative Expenses, and to pay any expenses relating to motions, appeals, or audit(s), as dictated by this Agreement. For the avoidance of doubt, neither Takeda nor any other Released Persons shall have any obligation to pay (or to make any payment on account of), or reimburse, any Persons for any attorneys' fees or costs or expenses incurred by any Claimant in connection with the Program. Released Persons also shall have no responsibility for the management of the Qualified Settlement Fund or any Liability to any Persons arising from the handling of Claim Packages by the Claims Administrator.

Section 10.02 Qualified Settlement Fund

- (A) In accordance with the terms of this Agreement, the Settlement Funds shall be deposited into the Qualified Settlement Fund and shall remain the property of the Qualified Settlement Fund. The Settlement Funds within the Qualified Settlement Fund will be held in a fiduciary capacity. The Qualified Settlement Fund shall comply with the Treasury Regulations Section 1.468B-1 *et seq.* regarding taxation and tax reporting obligations. The Qualified Settlement Fund shall be deemed to be in the custody of the MDL Court. The Qualified Settlement Fund shall remain subject to the jurisdiction of the MDL Court until such Settlement Funds are distributed in their entirety or upon further order of the MDL Court.
- (B) Takeda and PSRC wish to have the Qualified Settlement Fund maintained in as secure a manner as possible so that the Settlement Funds will be available to be paid to those who qualify for a Settlement Payment under the Program. The PSRC will select a financial institution within seven (7) days of the Execution Date, and Takeda and the PSRC agree that this designated financial institution shall hold the Settlement Funds. Takeda and PSRC will consult as to the form of prudent investment vehicles to be

used for investment of the funds. Once a tentative decision as to the form of investment has been made, Takeda and PSRC shall jointly move the MDL Court for approval of the Qualified Settlement Fund.

- (C) The “QSF Administrator” shall be the Person selected by the PSRC to administer the Qualified Settlement Fund. PSRC is solely responsible for securing the QSF Administrator’s execution and delivery of the Qualified Settlement Fund Agreement and such Person’s consent to the jurisdiction of the MDL Court, acknowledging that the chosen financial institution and the QSF Administrator alone have the obligation to manage the Settlement Funds. Monthly reports shall be made to the MDL Court of the interest earned, distributions made, and other matters involving the status of administration. Its management shall thereafter be subject to review by the MDL Court.
- (D) Takeda shall in no way be responsible for the expenses of the QSF Administrator or the administration of the Qualified Settlement Fund. Takeda shall in no way be associated with the administration of the Qualified Settlement Fund or be liable in respect of any dispute between or among any Program Participants and their respective counsel in respect of any costs, expenses, legal fees, or litigation costs to be deducted from the Qualified Settlement Fund.

Section 10.03 Tax Treatment of the Qualified Settlement Fund

- (A) Treatment. To the fullest extent allowable under applicable law, the Qualified Settlement Fund shall be treated as being at all times a “qualified settlement fund” within the meaning of Treasury Regulation §1.468B-1 *et seq.* The QSF Administrator and, as required, PSRC and Takeda, shall timely make such elections as are necessary or advisable to carry out the provisions of this Section, including the “relation-back election” as defined in Treasury Regulation §1.468B-1, back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the sole responsibility of the QSF Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.
- (B) Tax Returns. For the purpose of Section 468B of the Internal Revenue Code, the “administrator” shall be the QSF Administrator. The QSF Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Qualified Settlement Fund and the amounts held in the Qualified Settlement Fund including the returns described in Treasury Regulation §1.468B-2(k)(l). Such returns (as well as the election described in Section 468B) shall be consistent with Section 468B and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties, or tax detriments) on the income

earned by the Qualified Settlement Fund shall be paid exclusively out of the Qualified Settlement Fund, in accordance with Section 468B.

- (C) Taxes and Tax Expenses. All (i) federal, state, or local taxes (including any estimated taxes, interest or penalties, or tax detriments) arising with respect to the income earned on or by the Qualified Settlement Fund, including any taxes, interest penalties, or tax detriments, that may be imposed upon Defendants with respect to any income earned on or by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund (or any portion thereof) does not qualify as a “qualified settlement fund” for federal or state income tax purposes (hereafter referred to as “Taxes”), and (ii) expenses and costs incurred in connection with the administration of tax matters for the Qualified Settlement Fund and the operation and implementation of this Section (including expenses of tax attorneys or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section) (hereinafter referred to as “Tax Expenses”), shall be paid exclusively out of the Qualified Settlement Fund. The QSF Administrator shall notify PSRC and Takeda in writing of the fact and amount of any such payment of Taxes or Tax Expenses out of the Qualified Settlement Fund (and any withholding pursuant to this Section).
- (D) Cooperation. PSRC and Takeda hereto agree to cooperate with the QSF Administrator, Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section. The QSF Administrator shall be empowered to take all such actions, including such actions as may be inconsistent with those expressly set forth in this Article 10, as he deems necessary to ensure that the Trust is treated as a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and the Regulations promulgated pursuant thereto. The overarching purpose of the Qualified Settlement Fund is to at all times be in compliance with Internal Revenue Code Section 468B and all administrative authority and announcements thereunder.

Section 10.04 Common Benefit Fees and Reimbursement of Litigation Costs

To ensure that common benefit attorneys (hereinafter referred to as “Common Benefit Attorneys”) are fairly compensated and that their fees are reasonable, an assessment of common benefit attorneys’ fees will be imposed on counsel for each Claimant in accordance with the amount set by Order of the Honorable Rebecca F. Doherty to be entered in the MDL (“Assessment”). By opting into the Program, Program Participants and their counsel agree to, and waive, the right to any appeal of any order entered by the MDL court associated with the settlement. Any sum paid as a common benefit fee shall be deducted from the total amount of counsel fees payable under individual plaintiffs’ counsel’s retainer agreement.

- (A) In addition to those amounts provided above, Common Benefit Attorneys shall also be entitled to reimbursement of their reasonable common benefit expenses. Reimbursement of these expenses shall be deducted from the clients' net recovery. The amount of common benefit expenses shall be determined by Order entered in the MDL, which sum will be deducted from the Settlement Funds deposited into the QSF.
- (B) Takeda takes no position regarding, and has no responsibility or Liability for, the award of common benefit attorneys' fees and the reimbursement of costs under this Section, or the allocation of the same, and waives the right to contest these matters.

Section 10.05 Claims Administration Expenses

- (A) The fees and expenses incurred by the Claims Administrator or the Special Master in administering the Program (the "Administrative Expenses") shall be paid by Takeda, except as otherwise set forth herein in Articles VIII and IX. Any invoice for the Claims Administrator's or Special Master's fees and costs payable by Takeda shall be submitted to Takeda..
- (B) Within ten (10) Business Days after the end of each full calendar month following the Execution Date, the Claims Administrator shall submit to Takeda, in such form and in such detail as Takeda reasonably from time to time may specify, a report (each an "Expenses Report"), itemizing and certifying a list of all Administrative Expenses incurred during such calendar month.

ARTICLE XI. DISMISSALS, DISCLAIMERS, AND RELEASES

Section 11.01 Dismissals

- (A) Following the Effective Date, the Defendants are entitled to dismissal with prejudice of the Claims of all Filed Claimants that opt in to the Program in accordance with the provisions of Article II.
- (B) Takeda and Lilly are entitled to file with the relevant court the Stipulation(s) of Dismissal submitted with the Opt In Package of any such Claimant at any time following the Effective Date, or if there is an uncured deficiency relating to the Stipulation(s) of Dismissal, Takeda and Lilly are entitled to move to dismiss the Claimant's case with prejudice, pursuant to Section 9.02.

Section 11.02 Disclaimers

Program Participants, their counsel, Takeda, Lilly and the PSRC are bound by decisions made by the Special Master, the Eligibility Committee and the Claims Administrator, including ones with which they may disagree. This eventuality is part of the Program and is accepted by Program Participants, subject to the limited

right of appeal set forth in Sections 3.05, 4.02, 6.02(D) and (E), 7.02(G), 9.03, and 11.03.

Section 11.03 Releases

Program Participants shall execute the Release, Indemnity and Assignment appended to this Agreement at Appendix C, the terms of which are incorporated herein by reference.

Without limitation, Takeda and Lilly shall be free to file or cause to be filed the Releases in any relevant action or proceeding at any time following the Effective Date. To the extent necessary to effectuate the release of all Settled Claims against the Released Persons by all Program Participants, and their heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, Takeda and Lilly, at each of their discretion, may require a different form of Release, in substitution for the form of Release required to be submitted with the Opt In Packages, that conforms with the requirements of applicable state law, including if necessary Releases executed by the Claimant's heirs or legal representatives. If required by Takeda or Lilly for a particular Program Participant, such Releases must be submitted to the Claims Administrator prior to the payment of any Settlement Payment(s) to such Program Participant from the QFS, and such Releases also constitute consideration for Takeda's agreement to deposit the Settlement Funds pursuant to Section 10.01 above and Lilly's participation in the ACTOS Resolution Program.

If, pursuant to Section 2.02(C) or 2.04(C) above for Claims involving Product Users who are deceased or incapacitated, a Release was not executed prior to the Opt In Deadline because the process of appointment of the necessary legal representative for the Product User had not been completed, but the proceeding necessary to obtain the necessary appointment was begun prior to the Opt In Deadline, payment of any Settlement Payment(s) to such Claimants shall be conditioned upon their submission of a Release executed by the duly appointed legal representative of the deceased Claimant. In addition, if a Claimant who has executed a Release in connection with this program subsequently dies and a representative for such Claimant continues his or her participation in the Program, Takeda or Lilly may require the submission of a Release executed by the duly appointed legal representative of the deceased Claimant, and/or the deceased Claimant's heirs, prior to the payment of any Settlement Payment(s). In both such circumstances, Takeda shall be free to file the Stipulation(s) of Dismissal with respect to any such Claimant at any time following the Effective Date. Any dispute regarding the scope of Release required under this provision from any Program Participant shall be resolved by the Special Master.

Section 11.04 Unknown Facts

Program Participants shall agree, and by executing the Releases do agree, that the Releases are intended to and do cover any and all losses, injuries, damages and

claims of every kind and nature whatsoever, whether direct or indirect, known or unknown, including any future wrongful death claim, and suspected or unsuspected. Program Participants shall acknowledge, and by executing the Releases do acknowledge, that they may hereafter discover facts different from, or in addition to, those which they now know to be, or believe to be, true with respect to their alleged injuries, losses and claims, including, but not limited to, other diagnoses of other cancers, recurrences of Bladder Cancer, and/or future complications or other injuries relating to Bladder Cancer or other cancers or the treatment of Bladder Cancer or other cancers. Program Participants shall acknowledge, and by executing the Releases do acknowledge, that they may learn of additional facts as those facts relate to ACTOS Products and the Released Persons' activities as those facts relate to ACTOS Products. Program Participants shall agree, and by executing the Releases do agree, that the Releases, and the specific releases contained therein, shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof. Program Participants shall, and by executing the Releases do, expressly waive any and all rights they may have under any statute, code, regulation, ordinance or the common law, which may limit or restrict the effect of a general release as to claims, including claims that Program Participants do not know or suspect to exist in their favor at the time of the Releases. Specifically, Program Participants shall acknowledge, and by executing the Releases do acknowledge, that they have been advised by their attorneys concerning, and are familiar with, the California Civil Code Section 1542, and Program Participants shall, and by executing the Releases do, expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

Section 11.05 No Admission of Liability or Lack of Merit

- (A) Neither this Agreement nor any exhibit, document or instrument delivered hereunder nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement, is intended to be or shall be construed as or deemed to be evidence of an admission or concession by Takeda, Lilly, or any other Released Person, of any fault, Liability, wrongdoing or damages or of the truth of any allegations asserted by any Plaintiff or Claimant against it, or as an admission by any Claimant of any lack of merit in their claims.
- (B) No Party, no Claimant, and no counsel for any Claimant, shall seek to introduce and/or offer the terms of this Agreement, any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement, or any statements in the documents delivered in connection with this Agreement, or otherwise rely on the terms of this Agreement, in any judicial proceeding, except insofar as it is necessary to enforce the terms of this Agreement (or in connection with the determination of any income tax Liability of a party) or any instrument executed and delivered pursuant to this Agreement (including any

Enrollment Form and the executed attachments thereto). If a Person seeks to introduce and/or offer any of the matters described herein in any proceeding against Takeda, Lilly, or any other Released Person, the restrictions of this Section 11.05 shall not be applicable to Takeda, Lilly, or any other Released Person with respect to that Person.

ARTICLE XII. COURT APPROVAL AND OTHER DOCUMENTATION

Section 12.01 Survival and Wrongful Death Claims

If required by applicable state law, a Program Participant's counsel or a Person authorized by a Program Participant's counsel will seek court approval of the settlement of the case brought on behalf of a decedent or others authorized under applicable state law to advance survival or wrongful death claims, and will obtain any additional Releases or documentation required therefore. Program Participants' counsel will assume responsibility for all necessary filings relating to notice and approval of the settlement and the Program Participants will be responsible for all associated costs and expenses.

Section 12.02 Claims Involving Minors

If required by applicable state law, a Program Participant's counsel or a Person authorized by a Program Participant's counsel will seek court approval of the settlement of the case brought on behalf of a minor. Program Participants' counsel will assume responsibility for all necessary probate and guardianship filings, all filings relating to court approval of settlement, and all issues or rulings arising therefrom or related thereto.

Section 12.03 Other Documents

Takeda, Program Participants, and their counsel if represented, agree to cooperate in acquiring or executing any other documents necessary to finalize an individual Program Participant's settlement.

ARTICLE XIII. LIENS

Section 13.01 Medical Bills, Liens, and Other Potential Rights for Reimbursement

The PSRC and Takeda shall jointly select a Lien Resolution Administrator to assist Program Participants in resolving Liens that are or may be asserted by Governmental Payors or Private Payors against Settlement Payments made to Program Participants in connection with the Program, and to provide assurances to Takeda that such Liens have been resolved prior to Settlement Payments. Any dispute between the PSRC and Takeda regarding the selection of a Lien Resolution Administrator under this provision shall be resolved by Magistrate Judge Patrick J. Hanna of the United States District Court for the Western District of Louisiana.

Each Program Participant and his or her counsel agree that an amount equal to the total determined in accordance with Section 13.01(B)(2)(d) and Section 13.01(C)(2), as each such Section may apply, will be withheld from the Program Participant and maintained within the Qualified Settlement Fund. The funds withheld from the Program Participant's Settlement Payment(s) in accordance with the foregoing sentence shall only be released from the Qualified Settlement Fund to the Program Participant (a) when there is an agreement from all Governmental and/or Private Payors evidencing the final amount needed to satisfy amounts owed to all such Payors that provides for a full release of any and all entities, including the Released Persons, by all such Payors with regard to the Program Participant, or (b) to the extent the total amount withheld is reduced by applying the calculations in accordance with Section 13.01(B)(2)(d) and Section 13.01(C)(2), as each may apply. The funds withheld in the Qualified Settlement Fund may be paid from the Qualified Settlement Fund directly to the Lien Resolution Administrator's trust for payment to the Governmental and/or Private Payor to the extent of such Payor's interests.

(A) Responsibility for Satisfaction of All Medical Expenses and Liens

- (1) Each Program Participant agrees that it is his or her sole responsibility to pay, have paid or otherwise discharge and satisfy all past and present bills, costs, or Liens resulting from or arising out of the Program Participant's Alleged Injury from use of ACTOS Products. Each Program Participant agrees that the Released Persons shall have no responsibility to pay or have paid any future bills, costs, or Liens resulting from or arising out of the Program Participant's alleged use of ACTOS Products. Each Program Participant further represents and warrants that he or she will not seek from any Released Person any compensation for any future bills, costs, or Liens resulting from or arising out of the Program Participant's alleged use of ACTOS Products. Each Program Participant agrees that the Released Persons shall have no responsibility whatsoever for satisfaction of any and all Liens, of any kind, that arise from or are related to payments made or services provided to such Program Participant, or on such Program Participant's behalf, and past, present, or future bills, costs or Liens incurred in connection with the claims asserted by such Program Participant related to such Program Participant's alleged use of ACTOS Products. Further, each Program Participant agrees that the Released Persons shall have no responsibility to pay or have paid any bills, costs or expenses arising out of or in connection with the actions of the Lien Resolution Administrator or the Private Lien Resolution Program (also referred to herein as the "PLRP") contemplated by this Agreement.
- (2) Each Program Participant shall indemnify, repay and hold the Released Persons harmless from any and all such bills, costs or

Liens, known or unknown, and whether existing as of the date of becoming a Program Participant or arising thereafter. Specifically, and without limitation, if any governmental entity, or anyone acting on behalf of any governmental entity, seeks penalties, damages, multiple damages (including double damages), or any other amounts from any Released Person relating to payments by such governmental entity, or anyone acting by contract or otherwise on behalf of such governmental entity, arising from or relating to the Program Participant's alleged use of ACTOS Products, then the Program Participant shall indemnify, repay, and hold the Released Persons harmless from any and all such penalties, damages, claims, and rights to payment, including any attorneys' fees, from such entities.

(B) Procedure Regarding Payments by Governmental Payors

With respect to potential payments made on a Program Participant's behalf by the Medicare Program, the Medicaid Program, or any Other Governmental Payor (collectively "Governmental Payors"), then as conditions precedent to the distribution of any Final Payment from the Qualified Settlement Fund to the Claimant, each Program Participant and his or her counsel agree as follows:

- (1) Identification of Governmental Payors. The Lien Resolution Administrator will affirmatively verify which Program Participants are or were entitled to benefits pursuant to the Medicare Program or the Medicaid Program. Each Program Participant and his or her counsel agree to identify every Other Governmental Payor that may have made any payments on behalf of such Program Participant in any way related to such Program Participant's alleged use of ACTOS Products from the time the Program Participant alleges he or she first suffered injury from the alleged use of ACTOS Products through the Execution Date. Each Program Participant and his or her counsel represent and warrant they will use best efforts and reasonable diligence to identify such Other Government Payors.
- (2) Satisfaction of Governmental Payors' Interests. Each Program Participant and his or her counsel agree, either directly or through the Lien Resolution Administrator, to provide to Takeda's counsel written documentation demonstrating that each Governmental Payor identified pursuant to Section 13.01(B)(1) either:
 - (a) holds no interest, including any Liens, in the Settlement Payment(s); or

- (b) expressly releases any and all entities from any liability whatsoever for any interest, including any Liens, in the Settlement Payment(s); or
- (c) agrees any interest, including any Liens, in the Settlement Payment(s) has been finally and completely satisfied; or
- (d) has reached a binding agreement with the Program Participant, either directly or through the Lien Resolution Administrator setting forth in detail a specific dollar amount or percentage of the Settlement Payment(s) that the Governmental Payor agrees is the maximum amount it will seek to resolve any interest, including any Liens, in the Settlement Payment(s).

(C) Procedure Regarding Payments by Private Payors

With respect to potential payments made on a Program Participant's behalf by any for-profit or not-for-profit, non-governmental healthcare plan, health insurer, managed care organization, labor union welfare plan, joint union and employer welfare plan, self-funded employer plan or any other non-governmental organization, including any entity operating under a contract with any of the foregoing (collectively "Private Payors"), then as conditions precedent to the distribution of any Final Payment from the Qualified Settlement Fund to the Claimant, each Program Participant and his or her counsel agree as follows:

- (1) Identification of Private Payors. Each Program Participant and his or her counsel agree to identify every Private Payor that may have made any payments on behalf of such Program Participant in any way related to such Program Participant's injury from the alleged use of ACTOS Products from the time the Program Participant alleges she first suffered injury from the alleged use of ACTOS Products through the Execution Date. Each Program Participant and his or her counsel represent and warrant they will use best efforts and reasonable diligence to identify such Private Payors.
- (2) Satisfaction of Private Payors' Interests Each Program Participant and his or her counsel agree to comply with the requirements of one of the two options below relating to protecting the interests of Private Payors:
 - (a) Option 1: The Program Participant, through his or her counsel, is (1) processed through the PLRP administered by the Lien Resolution Administrator and (2) his or her counsel identifies to the Lien Resolution Administrator all Private Payors pursuant to Section 13.01(C)(1).

- i. If each and every Private Payor identified pursuant to Section 13.01(C)(1) participate in the PLRP administered by the Lien Resolution Administrator or no Private Payors are identified, then the PLRP shall dictate the amount to be withheld in the Qualified Settlement Fund, but in no event will that holdback exceed 30% of the gross settlement proceeds.
 - ii. If at least one of the Private Payors identified pursuant to Section 13.01(C)(1) does not participate in the PLRP (“Non-Participating Private Payor”) based on the Lien Resolution Administrator’s good faith effort in making such categorization and the Program Participant provides notice of this settlement to each such Non-Participating Private Payor, then such Program Participant and his or her counsel agree: (1) 30% of the gross settlement proceeds (or such other amount that Judge Hanna shall set (“Other Lien Amount”)) shall be withheld in the Qualified Settlement Fund; (2) the 30% (or Other Lien Amount) shall be eligible for release 45 days after notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 45 days (assertion of a right shall be defined as the provision of itemized medical claims); and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 45 days, the 30% (or Other Lien Amount) shall be released only when the Program Participant has reached a binding agreement with such Non-Participating Private Payors as set forth in Section 13.01(B)(2)(d). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Section 13.01(C)(2)(b) shall govern. NOTE: The 30% (or Other Lien Amount) holdback in this section is inclusive of the PLRP holdback referenced in the previous section. The 30% (or Other Lien Amount) holdback may not be able to be released under this section if the PLRP process is not yet complete for the Participant.
- b. Option 2: The Program Participant, through their counsel, opts out of the PLRP and 30% (or Other Lien Amount) of the gross settlement proceeds shall be withheld in the Qualified Settlement Fund until the Participant satisfies

each and every requirement of Section 13.01(B) above with respect to all Private Payors identified pursuant to Section 13.01(C)(1) or if a Program Participant did not have a Private Payor or governmental benefits that paid for his or her treatment, he or she shall provide an affidavit stating so.

For the avoidance of doubt, the conditions precedent in this Section are not conditions precedent to Takeda's funding obligations into the Qualified Settlement Fund under Section 10.01, but are only conditions precedent to the distribution of any funds withheld from the Program Participant's Settlement Payment(s) from the Qualified Settlement Fund to the Program Participant.

Section 13.02 Attorney Liens

Each Program Participant shall represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of representation of such Program Participant by any attorney in relation to such Program Participant's alleged use of ACTOS Products have been paid or will be paid out of the Settlement Payments and are the Program Participant's responsibility to pay, and that any Liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Program Participant's alleged use of ACTOS Products will be satisfied by such Program Participant. Each Program Participant will indemnify, repay and hold the Released Persons harmless from any and all such claims.

Section 13.03 Other Liens

If Takeda, Lilly, the Claims Administrator, the Lien Resolution Administrator or the PSRC receives notification of any other Lien asserted against any Settlement Payments to be made to any Program Participant, including but not limited to tax Liens and child support Liens, an amount sufficient for the satisfaction of such Liens may be withheld from such Program Participant's Settlement Payments by the Claims Administrator, in consultation with the Lien Resolution Administrator, until each such Lien has been finally and completely satisfied. Each Program Participant will indemnify, repay and hold the Released Persons harmless from any and all such claims.

ARTICLE XIV. WARRANTY OF CAPACITY TO ENTER INTO THE AGREEMENT

Section 14.01 PSRC

Each Person comprising PSRC represents and warrants that such Person has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation by such Person of the actions contemplated hereby will be, upon delivery, duly and validly executed and

delivered by such Person and will constitute its legal, valid, and binding obligation.

Section 14.02 Takeda

Takeda represents and warrants that it has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation by it of the actions contemplated hereby will be, upon delivery, duly and validly executed and delivered by Takeda and will constitute its legal, valid, and binding obligation.

Section 14.03 Additional Agreement and Acknowledgements of Program Participants

- (A) Each Program Participant, on his or her own behalf and on behalf of his or her heirs, beneficiaries, agents, estates, executors, administrators, personal representatives, successors and assigns, shall be deemed to have agreed, and by executing the Release does agree, to resolve his or her Claims with Defendants and, if represented, to have granted his or her counsel the authority to resolve his or her Claims with Defendants in accordance with the terms of this Agreement. Each Program Participant further represents and warrants that he or she has the sole right and exclusive authority to enter into this Agreement and to submit a Claim Package under it; that neither his or her Claim nor any of the claims, demands or obligations referred to in this Agreement have been sold, assigned, subrogated, transferred, or otherwise disposed of by him or her; and that he or she is the sole Person who may have a potential cause of action against Defendants relative to his or her Claim. Each Program Participant shall further represent and warrant, and by executing the Release does represent and warrant, that no other Person or entity has any right, title or interest in his or her Claim, any of the demands, obligations, or causes of action referred to in this Agreement, or any Settlement Payment to him or her, and that there are no other Liens (except as may be disclosed in accordance with Article XIII herein) other than the actual or potential attorneys liens of the Program Participant's counsel to the extent such attorneys liens have been perfected. Private funding agreements are not Liens under this Agreement, and are not the responsibility of Takeda. To the extent any Program Participant has received any funding or other consideration from any third party, including any private litigation funding, such Program Participant shall represent and warrant, and by executing the Release does represent and warrant, that such third party has no Lien or other claim that can be asserted against any of the Released Persons or the Qualified Settlement Fund or any portion thereof. Each Program Participant shall agree, and by executing the Release does agree, that he or she will indicate on his or her Claim Form whether a bankruptcy action is currently pending in which he or she is seeking bankruptcy protection.

- (B) Each Program Participant, by participating in the Program as provided for herein, and his or her counsel, if represented, acknowledge and agree that they are contractually bound by the terms of this Agreement.
- (C) Each Program Participant, by participating in the Program as provided herein, and his or her counsel, if represented, acknowledge and agree that they are waiving all rights to pursue their claims in court, and any further claims, appeals, or objections shall be resolved by the Eligibility Committee or the Special Master as set forth herein, and such decisions shall be final and binding upon each Program Participant and his or her counsel, if represented. Further, each Program Participant, by opting into participation in the Program, acknowledges and agrees to this method of alternative dispute resolution.

ARTICLE XV. MISCELLANEOUS

Section 15.01 Notice

- (A) Any notice, request, instruction or other document to be delivered pursuant to this Agreement shall be sent to the appropriate Party as follows, unless otherwise instructed by the terms of this Agreement, by a notice delivered to the other Party pursuant to this Section 15.01(A). Notice may be provided by (i) United States mail, return receipt requested; (ii) to the extent specified hereunder, electronic mail; (iii) facsimile, with a confirming copy sent within one day by regular United States Mail; (iv) prepaid courier; (v) Federal Express; or (vi) personal delivery:

- (1) If to Takeda:

Attn: Global General Counsel
Takeda Pharmaceutical Company Limited
12-10, Nihonbashi 2-chome, Chuo-ku
Tokyo 103-8668, Japan
Fax: +81-3-3278-2222

Attn: General Counsel
Takeda Pharmaceuticals U.S.A., Inc.,
One Takeda Parkway
Deerfield, IL 60015
Fax: 224-554-7831

- (2) If to Lilly:

Attn: General Counsel
Eli Lilly and Company
Lilly Corporate Center
Indianapolis, IN 46285

- (3) If to any Program Participant represented by counsel:

To such Program Participant's counsel as reflected on such Program Participant's Claim Form, or, if such Program Participant has not provided a Claim Form with the necessary contact information, then to the first-listed counsel for such Program Participant, listed on such Program Participant's Complaint, or if such Program Participant has not filed a Complaint, then to the first-listed counsel for such Program Participant, listed on such Program Participant's Notice of Intent to Opt In Form for Filed Claims or Notice of Intent to Opt In Form for Unfiled Claims. In addition, the Claims Administrator may provide notice to Program Participants and their counsel through the online portal established by the Claims Administrator at www.actosofficialsettlement.com.

- (4) If to the PSRC:

Richard J. Arsenault
Neblett, Beard & Arsenault
2220 Bonaventure Court
P.O. Box 1190
Alexandria, LA 71309
Fax: 318.561.2592

- (5) If to a Program Participant who is not represented by counsel:

To such Program Participant's address as reflected on such Program Participant's Claim Form, or, if such Program Participant has not provided a Claim Form with the necessary contact information, then to such Program Participant's address as reflected on such Program Participant's Complaint, or if such Program Participant has not filed a Complaint, then to such Program Participant's address as reflected on such Program Participant's Notice of Intent to Opt In Form for Filed Claims. In addition, the Claims Administrator may provide notice to Program Participants through the online portal established by the Claims Administrator at www.actosofficialsettlement.com.

- (B) If the date or deadline for any notice, request, instruction or other document to be delivered or given pursuant to this Agreement falls on a day that is not a Business Day, such notice, request, instruction or other document shall be deemed due under this Agreement on the next following Business Day.
- (C) Any notice, request, instruction or other document to be given by any Party or any Claims Administrator to any Program Participant or his or her

counsel hereunder, shall be in writing and delivered in accordance with the terms of Section 15.01(A), and such Party or Claims Administrator may rely on the contact information last provided by the Program Participant or his or her counsel to such party or Claims Administrator, as applicable, and no party nor any Claims Administrator shall have any obligation to (but in its sole and absolute discretion may) take other steps to locate Program Participants or counsel as to whom notices, requests, instructions or other documents have been returned as undelivered or undeliverable. Each Program Participant and (if applicable) his or her counsel shall have the responsibility to keep the Claims Administrator informed of the correct contact information for both such Program Participant and such counsel.

- (D) Any such notice, request, instruction or other document shall be deemed to have been given as of the date so transmitted by facsimile or electronic mail, on the next Business Day when sent by Federal Express, or five Business Days after the date so mailed, provided that if any such date on which any such notice or other communication shall be deemed to have been given is not a Business Day, then such notice or other communication shall be deemed to have been given as of the next following Business Day and, provided, further, that delivery otherwise shall be deemed to occur upon tender and rejection by the intended recipient.

Section 15.02 Governing Law

The provisions of this Agreement, appendices, and the individual Releases shall be interpreted in accordance with, and governed by, **the laws of the State of Illinois** (or United States federal law, to the extent applicable), including any applicable statutes of limitation, without regard to any otherwise applicable principles of conflicts of law or choice of law rules (whether of the State of Illinois or any other jurisdiction) that would result in the application of the substantive or procedural rules or law of any other jurisdiction. **The Parties and any Program Participant or Claimant who seeks to opt-in to the Program irrevocably submit to the jurisdiction of the Special Master and (i) the MDL Court as to any claim that was pending in federal court as of the Execution Date, (ii) the respective state court as to any claim that was pending in that court as of the Execution Date or (iii) the Illinois Coordinated Court as to any unfiled claim, with respect to any suit, action, proceeding, or dispute arising out of or relating to the Program, the applicability or enforceability of the Program, or any document relating to the Program, including the Agreement, any of its Appendices, or the individual Releases.**

Section 15.03 Waiver of Inconsistent Provisions of Law; Severability

- (A) To the fullest extent permitted by applicable law, each Party waives any provision of law (including the common law), which renders any

provision of this Agreement invalid, illegal or unenforceable in any respect.

- (B) Any provision of this Agreement which is prohibited or unenforceable to any extent or in any particular context shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable only in or as it relates to a particular jurisdiction, such provision shall be ineffective only in or as it relates to (as the case may be) such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in or as it relates to (as the case may be) such jurisdiction shall not otherwise invalidate or render unenforceable such provision (in such or any other jurisdiction); (ii) if (without limitation of, and after giving effect to, clause (i)) such provision is prohibited or unenforceable only in a particular context (including only as to a particular Person or Persons or under any particular circumstance or circumstances), such provision shall be ineffective, but only in such particular context; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any other provision of this Agreement. In any event, upon any such determination that any term or other provision is invalid, illegal or unenforceable, PSRC and Takeda shall negotiate in good faith to modify this Agreement so as to effect the original intent of PSRC and Takeda as closely as possible to the fullest extent permitted by applicable law. Nothing in this Section 15.03(B) is intended to, or shall, limit (1) Section 15.03(A) or (2) the intended effect of Section 15.02.

Section 15.04 Good Faith Negotiations

PSRC and Takeda each acknowledge that: the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by and of each such executing Party's own free will; each such executing Party knows all of the relevant facts and its rights in connection therewith; and such Party affirms that it has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any other Party or employee, agent, attorney or representative of any other Party. The Parties hereby acknowledge that they entered into this Agreement to compromise permanently and settle the claims between any Program Participant, on the one hand, and the Released Persons, on the other hand, settled by the execution of this Agreement and the Program Participant's individual Release.

Section 15.05 Construction

- (A) With regard to each and every term and condition of this Agreement, the Agreement has been negotiated, prepared and drafted by PSRC and counsel for Takeda, and if at any time any Party desires or is required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of

which Party hereto, or its counsel, actually prepared, drafted or requested any term or condition hereof.

- (B) The headings of the Articles, Sections, paragraphs and subsections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Any reference to an Appendix shall be deemed to refer to the applicable Appendix attached hereto. The words “include” and “including” and words of similar import when used in this Agreement or any Appendix attached hereto are not limiting and shall be construed to be followed by the words “without limitation,” whether or not they are in fact followed by such words. The definitions contained in this Agreement or any Appendix attached hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, neuter) mean and include correlative words of the other genders. As used herein or in any Appendix hereto, the term “dollars” and the symbol “\$”, shall mean United States dollars. References herein to instruments or documents being submitted “by” any Person include (whether or not so specified) submission of the same on behalf of such Person by her counsel whether or not so specified, provided that if any particular instrument or document is required herein to be executed by a particular Person, it must (unless otherwise expressly specified herein) be so executed by such Person. References herein to any particular Section (such as, for example, Section 15.01) shall be deemed to refer to all sub-Sections of such Section (such as, for example, Section 15.01(A), 15.01(B), etc.), all sub-sub-Sections of such sub-Sections, and so on; the corresponding principle applies to all references herein to any particular sub-Section, sub-sub-Section and so on. The words “this Agreement”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this Agreement as a whole (together with any Appendices attached hereto) and not to any particular subdivision unless expressly so limited or the context requires otherwise. Any reference herein to this Agreement shall be deemed to include this Agreement as it may be modified, varied, amended or supplemented from time to time.

Section 15.06 Lilly's Rights as a Third Party Beneficiary

It is the parties' intent that Lilly shall be a third party beneficiary only to the extent of being able to enforce the obligations of this Agreement as against the PSRC or any Program Participant as set forth in the following sections of this Agreement: Recitals A and D, and Sections 2.02(D), 2.04, 2.06, 3.05(D), 4.02(B), 6.01(D), 8.05, 9.02, 9.03 (E-H), 9.04, 9.06, 10.01(A)(2) second paragraph, 10.01(D), 11.01, 11.03-11.05, 13.01(A)(1), 13.01(A)(2), 13.02, 14.03, and 15.07, 15.10, Appendix C, and Article XII. This Agreement is not intended to supersede or otherwise modify any agreements between Takeda and Lilly.

Section 15.07 No Other Third Party Beneficiaries; No Right of Assignment

- (A) With the exception of Lilly as set forth in Section 15.06 above, no provision of this Agreement or any Appendix attached hereto is intended to create any other third-party beneficiary hereto or thereto. For the avoidance of doubt, nothing in this Section 15.07 limits or modifies the third-party beneficiary provisions of any Opt In Form, Claim Form, Release or Stipulation of Dismissal. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by the PSRC or any Program Participant without the prior written consent of Takeda. Any assignment in violation of this Section 15.07(A) shall be null and void *ab initio*. No right to receive a Settlement Payment pursuant to this Program may be assigned – at any time, including but not limited to prior to the Execution Date – by any Claimant or their counsel without prior written consent of Takeda. Any assignment in violation of this Section 15.07 shall be null and void *ab initio*, and if such assignment is not null and void *ab initio* for any reason, payment of any Settlement Payments under the Program to such Claimants shall be precluded until such time as assignments in violation of this Section 15.07 have been nullified and voided and the Claims Administrator has been provided proof of such nullification.
- (B) No Program Participant shall have any right to institute any proceeding, judicial or otherwise, against any of Released Persons (including Takeda), any Special Master, or any Claims Administrator to enforce, or otherwise with respect to, this Agreement.

Section 15.08 Further Assurances

From time to time following the Execution Date, (i) each Party shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested by any other Party, and otherwise reasonably cooperate with each other Party in a manner consistent with the terms of this Agreement as reasonably

requested by each such other Party, and (ii) each Program Participant and his or her counsel, if any, shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested by Takeda or by the PSRC, and otherwise reasonably cooperate with Takeda and the PSRC in a manner consistent with the terms of this Agreement as reasonably requested by Takeda or the PSRC, in the case of each of (i) and (ii) as may be reasonably necessary in order further to effectuate the intent and purposes of this Agreement and to carry out the terms hereof. To the extent such actions shall be made by counsel, such actions shall be consistent with their duties to their clients who are parties to this Agreement.

Section 15.09 Specific Performance

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach in addition to any other remedy available at law or in equity, without the necessity of demonstrating the inadequacy of money damages.

Section 15.10 Confidentiality and Public Communications

Takeda, the PSRC, and Lilly shall cooperate in the public description of this Agreement and the Program established herein and shall agree upon the timing of distribution.

Section 15.11 Private Agreement

This is a private agreement and not subject to court approval.

Section 15.12 No Misrepresentation of Program

Counsel for each Program Participant opting to enroll in this Program hereby covenants not to make any misrepresentation with respect to the ACTOS Resolution Program or the terms and conditions of this Agreement to any Person, for example by leading Persons who are not Eligible Enrollees to believe that they are, or may become, eligible to receive any Settlement Payment under the Program. The Parties agree that the provisions of this Section 15.11 are an essential element of this Agreement and that a breach of any such provision shall constitute a material breach of this Agreement entitling Takeda to an immediate remedy against any counsel who breached such provision, including injunctive relief and attorneys' fees as determined by the applicable court.

Section 15.13 Entire Agreement

This Agreement, including the Appendices hereto, constitutes the complete and entire agreement of the Parties with respect to the subject matter hereof. This Agreement and the Appendices hereto may not be modified, contradicted, added to or altered in any way by previous written or oral agreements, nor by any

contemporaneous or subsequent oral agreements. All antecedent or contemporaneous extrinsic representations, warranties or collateral provisions concerning the negotiation and preparation of the Agreement and the Appendices hereto are intended to be discharged and nullified. In any dispute involving the Agreement or the Appendices hereto, no signatory shall introduce evidence of or seek to compel testimony concerning any oral or written communication made prior to the Effective Date with respect to the negotiation and preparation of the Agreement. Any change, modification, deletion or addition to this Agreement, including the Appendices hereto, must be agreed to by all Parties and in writing and executed with the same formalities as this Agreement.

Section 15.14 Counterparts; Facsimile Signature

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Section 15.15 Recitals

All recitals are incorporated herein as material provisions of this Agreement.

ARTICLE XVI. DEFINED TERMS

“ACTOS Products” means Products manufactured, distributed, marketed or sold by or for Takeda containing the active pharmaceutical compound pioglitazone, including, but not limited to, ACTOS, ACTO*plus* met, ACTO*plus* met XR, and *Duetact*.

“ACTOS Resolution Program” has the meaning ascribed thereto in Recital A.

“Administrative Expenses” has the meaning ascribed thereto in Section 10.05.

“Agreement” or “Master Settlement Agreement” means this Master Settlement Agreement, including any and all Exhibits, Appendices, and Schedules attached hereto, as the same may be amended or modified from time to time in accordance with the terms hereof.

“Alleged Injury” means an injury alleged by a Claimant to have been caused by ACTOS Products as set forth in a Complaint, Plaintiff Fact Sheet, Notice of Intent to Opt In Form for Filed Claims, Notice of Intent to Opt In Form for Unfiled Claims or Case Census.

“Assessment” has the meaning ascribed thereto in Section 10.04.

“Authorization to Release Records and Other Information” means the Form contained in Appendix I that must be submitted as part of the Claim Package.

“Bladder Cancer” has the meaning ascribed thereto in Section 2.01.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banking institutions in New York City, New York, are authorized or obligated by law or executive order to remain closed.

“California Coordinated Court” has the meaning ascribed thereto in Recital A.

“California Coordinated Proceeding Claimant” has the meaning ascribed thereto in Section 1.02.

“California Coordinated Proceedings” has the meaning ascribed thereto in Recital A.

“California Stipulation of Dismissal” has the meaning ascribed thereto in Section 2.02(C).

“Case Census” means the report, and any updates thereto, by Plaintiffs’ counsel of all filed and unfiled personal injury claims relating to ACTOS Products produced pursuant to the Case Census Orders.

“Case Census Orders” means the Case Management Orders to be entered by the MDL Court, Illinois Coordinated Court, and the California Coordinated Court, substantially in the form attached as Appendix A, requiring the registration by Plaintiffs’ counsel of all filed and unfiled personal injury claims relating to ACTOS Products.

“Census Order Deadline” means the date by which Primary Counsel shall provide the information required by the Case Census Order, which shall be ten (10) days after the entry of such Order, as may be extended by order of the courts or by agreement of Takeda and the PSRC.

“Claimants” includes MDL Claimants, State Court Coordinated Proceeding Claimants, Other Federal Court Claimants, and Other State Court Claimants and Qualifying Unfiled Claimants who allege a Claim.

“Claim” and “Claims”, as the context may require, means any actions, disputes, and claims asserted against Defendants that constitute: (i) part of the MDL; (ii) part of any Other Federal Court Proceeding; (iii) part of the California Coordinated Proceedings; (iv) part of the Illinois Coordinated Proceedings; or (v) part of any Other State Court Proceeding, in each case asserting an Alleged Injury resulting from the use of ACTOS Products, as well as (vi) claims asserted against Defendants by Qualifying Unfiled Claimants in a Notice of Intent to Opt In Form for Unfiled Claims.

“Claims Administrator” means the Person appointed by Takeda with the agreement of PSRC to fulfill the functions of the “Claims Administrator,” as provided for in Article VIII, (for so long as such Person or Persons continues to serve in such capacity).

“Claims Administrator’s Final Points Valuation” has the meaning ascribed thereto in Section 7.03(A).

“Claim Form” means the Form contained in Appendix H that must be submitted as part of the Claim Package.

“Claim Package” means a Program Participant’s request for compensation under the Program, which includes the required Supporting Documentation set forth in Section 3.03.

“Claim Package Deadline” has the meaning ascribed thereto in Section 3.01.

“Claims Valuation Process” has the meaning ascribed thereto in Section 6.01(B).

“CMO” means a Case Management Order entered by the MDL Court, the California Coordinated Court, the Illinois Coordinated Court, a Federal Court or a State Court.

“Common Benefit Attorneys” has the meaning ascribed thereto in Section 10.04.

“Complete” means the entire set of records produced by, or obtained from, a healthcare provider, pharmacy, or other provider of records.

“Contemporaneous Medical Records” means records reflecting medical care, including, but not limited to diagnosis, treatment, or examination, of a Product User that were created at, or about, the time the medical care was given.

“Contemporaneous Prescription Records” means records documenting medications prescribed or provided to a Product User that were created at, or about, the time the prescription(s) were written.

“Core Medical Records” has the meaning ascribed thereto in Section 3.03.

“Cure Deadline” has the meaning ascribed thereto in Section 3.05.

“Declaration of Counsel” means the form attached as Appendix G and referenced in Section 2.04.

“Defendants” means any and all defendants in any of the MDL cases, the Other Federal Court Proceedings, the California Coordinated Proceedings, the Illinois Coordinated Proceedings, or any Other State Court Proceedings.

“Derivative Claim” means a claim of a Person other than the Person who allegedly used ACTOS Products, which claim derives from the Claim alleged by the Person who allegedly used ACTOS Products.

“Documented” has the meaning ascribed thereto in Section 7.02(D).

“Effective Date” has the meaning ascribed thereto in Section 5.02(D).

“EI Payment Process” has the meaning ascribed thereto in Section 7.02(A).

“EI Payment” has the meaning ascribed thereto in Section 7.02(A).

“EI Fund Cap Amount” has the meaning ascribed thereto in Section 7.02(B).

“Eligibility Committee” means the committee with responsibility for reviewing determinations of Claim Package deficiencies made by the Claims Administrator, as set forth in Section 4.02.

“Eligible Claim” has the meaning set forth in Section 4.01.

“Eligible Enrollee” has the meaning ascribed thereto in Section 2.01.

“Eligible Injury” has the meaning ascribed thereto in Section 2.01.

“Estimated Points Valuation” has the meaning ascribed thereto in Section 7.01(A).

“Execution Date” has the meaning ascribed thereto in the Preamble.

“Expenses Report” has the meaning ascribed thereto in Section 10.05.

“Federal Cases” means any Claims constituting part of the MDL or the Other Federal Court Proceedings (including any such Claim that has been removed from state court and any such claim that is awaiting transfer to the MDL Court) that have been filed as of the Execution Date.

“Federal Stipulation of Dismissal” has the meaning ascribed thereto in Section 2.02(C).

“Filed Claimants” has the meaning ascribed thereto in Section 2.02(B).

“Final Enrollment Status” has the meaning ascribed thereto in Section 2.05.

“Final Payment(s)” has the meaning ascribed thereto in Section 7.03(A).

“Final Point Value” has the meaning ascribed thereto in Section 7.03(A).

“Governmental Payors” has the meaning ascribed thereto in Section 13.01(B).

“Illinois Coordinated Court” has the meaning ascribed thereto in Recital A.

1.02. “Illinois Coordinated Proceeding Claimant” has the meaning ascribed thereto in Section

“Illinois Coordinated Proceedings” has the meaning ascribed thereto in Recital A.

“Illinois Stipulation of Dismissal” has the meaning ascribed thereto in Section 2.02(C).

“Implementing CMO” has the meaning ascribed thereto in Section 2.03.

“Interim Payment(s)” has the meaning ascribed thereto in Section 7.01(B).

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Liability or Liabilities” means any and all debts, liabilities, covenants, promises, contracts, agreements and/or obligations of whatever kind, nature, description or basis, whether fixed, contingent or otherwise, whether presently known or unknown, developed or undeveloped, discovered or undiscovered, foreseen or unforeseen, matured or unmatured, or accrued or not accrued.

“Lien” means any lien, claim, mortgage, hypothecation, encumbrance, assignment, subrogation right, reimbursement claim, right of indemnity, right to payment, third-party interest or adverse claim of any nature whatsoever, pledge, security interests or charges of any kind, in each case whether statutory or otherwise, including any of the foregoing relating to medical treatment or lost wages, based on any legal expenses, bills, or costs that have been or may be asserted by any health care provider, insurer, governmental entity, employer, any other Person operating under contract with any of the previously mentioned entities, or any other Person.

“Lien Resolution Administrator” means an entity chosen by the PSRC subject to approval by Takeda to assist Program Participants in resolving Liens that are or may be asserted by Governmental Payors or Private Payors.

“Lilly” has the meaning ascribed thereto in Recital A.

“MDL” has the meaning ascribed thereto in Recital A.

“MDL Claimant” has the meaning ascribed thereto in Section 2.02.

“MDL Court” has the meaning ascribed thereto in Recital A.

“MDL Stipulation of Dismissal” has the meaning ascribed thereto in Section 2.02(C).

“Medicaid Program” shall mean the federal program administered by the states under which certain medical items and services are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. § 1396-1, et seq., as amended from time to time.

“Medicare Program” shall mean the federal Medicare fee-for-service Parts A and B program administered by CMS under which certain medical items and services are furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. § 1395, et seq., as amended from time to time.

“MMSEA” has the meaning ascribed thereto in Section 7.01(B).

“Non-Appealable” means not subject to (i) any further right of appeal to the Claim Administrator, Eligibility Committee, Special Master or otherwise within the Program or (ii) any right of appeal to the MDL Court, Illinois Coordinated Court, California Coordinated Court, or any other court.

“Non-Participating Private Payor” has the meaning ascribed thereto in Section 13.01(C)(2).

“Notice of Appeal” has the meaning ascribed thereto in Section 9.03.

“Notice of Claim Package Deficiency” has the meaning ascribed thereto in Section 3.05.

“Notice of Intent to Opt In Form for Filed Claims” has the meaning ascribed thereto in Section 2.02.

“Notice of Intent to Opt In Form for Unfiled Claims” has the meaning ascribed thereto in Section 2.04.

“Notice of Points Award” has the meaning ascribed thereto in Section 6.02(C).

“Notice of Reconsideration Determination” has the meaning ascribed thereto in Section 6.02(D).

“Notice of Rejection” has the meaning ascribed thereto in Section 3.05.

“Opt In Deadline” has the meaning ascribed thereto in Section 2.03.

“Opt In Package For Filed Claims” has the meaning ascribed thereto in Section 2.02(C).

“Opt In Package For Unfiled Claims” has the meaning ascribed thereto in Section 2.04(B).

“Other Federal Court Claimant” has the meaning ascribed thereto in Section 2.02.

“Other Federal Court Proceedings” has the meaning ascribed thereto in Recital A.

“Other Governmental Payor” shall mean shall mean certain other governmental health care programs with statutory reimbursement or subrogation rights, limited to the Defense Health Agency (formally known as TRICARE), Department of Veterans Affairs, and Indian Health Services benefits.

“Other Lien Amount” has the meaning ascribed thereto in Section 13.01(C).

“Other State Court Claimant” has the meaning ascribed thereto in Section 2.02.

“Other State Court Proceedings” has the meaning ascribed thereto in Recital A.

“Party” means, individually, and “Parties” means, collectively, PSRC, Takeda, Program Participants and their counsel.

“Person” means a natural person, corporation, limited liability company, other company, trust, joint venture, association, partnership, or other enterprise or entity, or the legal representative of any of the foregoing.

“Personal Representative” means a Person duly authorized to represent the legal interests of a living Claimant, or the estate of a deceased Claimant.

“Personal Signature” means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this Agreement, a document requiring a Personal Signature may be submitted by an actual original “wet ink” signature on hard copy, or a PDF or other electronic image of an actual signature, but cannot be submitted by an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, et seq., the Uniform Electronic Transactions Act, or their successor acts.

“Points” has the meaning ascribed to such term in Section 6.01 and Appendix J (the Points Matrix).

“Points Award” has the meaning ascribed thereto in Section 6.02(A).

“Points Award Criteria” has the meaning ascribed thereto in Section 6.02(A).

“Points Award Process” has the meaning ascribed thereto in Section 6.01(B).

“Points Matrix” has the meaning ascribed thereto in Section 6.02(A) and is attached hereto as Appendix J.

“Primary Counsel” has the meaning ascribed thereto in the Case Census Orders.

“Private Lien Resolution Program” or “PLRP” means a program administered by the Lien Resolution Administrator to address private Liens.

“Private Payors” has the meaning ascribed thereto in Section 13.01(C).

“Product User” means, in relation to any particular Claimant, the natural person (including the deceased natural person) person who alleges, or is alleged, to have suffered losses or damages as a result of such natural person’s own Alleged Injury alleged to have been caused (in whole or in part) by such natural person’s alleged ingestion of ACTOS Products (as opposed to any Legal Representative in respect of such natural person).

“Program” has the meaning ascribed thereto in Recital A.

“Program Participant(s)” has the meaning ascribed thereto in Section 2.01.

“PSRC” has the meaning ascribed thereto in the Preamble.

“QSF Administrator” has the meaning ascribed thereto in Section 10.02(C).

“Qualified Settlement Fund” or “QSF” means the settlement fund established pursuant to Section 10.02 in which Takeda will deposit the Settlement Funds.

“Qualified Settlement Fund Agreement” means the agreement entered into between the PSRC and an appropriate financial agreement establishing and governing the Qualified Settlement Fund.

“Qualifying Program Claimant” has the meaning ascribed thereto in Section 6.01.

“Qualifying Unfiled Claimant” has the meaning ascribed thereto in Section 2.04.

“Release” means the form of release of claims attached hereto as Appendix C, and any substituted form of release of claims necessary to conform with applicable state law as required by Takeda in accordance with Section 11.03.

“Released Persons” means:

- (1) Takeda Development Center Americas, Inc., formerly known as Takeda Global Research & Development Center, Takeda Development Centre Europe Ltd., formerly known as Takeda Global Research & Development Centre – Europe, Takeda Pharmaceuticals America, Inc., Takeda Pharmaceutical Company Limited, Takeda Pharmaceuticals International, Inc., Takeda Pharmaceuticals LLC, Takeda Pharmaceuticals U.S.A., Inc., formerly known as Takeda Pharmaceuticals North America, Inc., Takeda California, Inc., formerly known as Takeda San Francisco and Takeda San Diego, Inc., Takeda Ventures, Inc., Takeda America Holdings, Takeda Industries, Inc., Lilly, and/or other Defendants;
- (2) Any and all past or present suppliers or manufacturers of materials, components, and services used in the manufacture of ACTOS Products, including the labeling and packaging thereof;
- (3) Any and all past or present distributors of ACTOS Products, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of ACTOS Products, and sale representatives;
- (4) All health care providers, whether entities or individuals, including without limitation physicians, pharmacists, nurses, pharmacies, hospitals, and medical centers who provided treatment in any way related to any Claimant’s alleged use of ACTOS Products, all health care providers who prescribed ACTOS Products for any Claimant, all pharmacists and pharmacies who dispensed ACTOS Products to any Claimant;
- (5) Any direct or indirect parent, subsidiary, affiliate, sister entity, shareholder, predecessor or successor of any of the Persons identified in subparagraphs (1)-(4) above.
- (6) Any other Person against whom any Claimant has asserted or could attempt to assert any claim, liability, or right to payment arising out of or related in any way to any Claimant’s alleged use of ACTOS Products, whether as a joint tortfeasor or otherwise, under any theory of law or equity, including any person or entity named as a defendant in any pending litigation relating to ACTOS Products;

- (7) Any attorney, law firm, and its employees representing the Defendants or other Released Persons in regard to any Claimant's alleged use of ACTOS Products and any Claimant's asserted claims against the Defendants or other Released Persons;
- (8) Any insurer of any of the Persons identified in subparagraphs (1)-(7) above in its capacity as such (and any reinsurer of such insurer in its capacity as such); and
- (9) Any past, present or future officers, directors, board members, employees and shareholders, and past, present and future parents, subsidiaries, affiliates, controlling persons, suppliers, vendors, distributors, contractors, agents, assigns, servants, counsel, and insurers of any of the Persons identified in subparagraphs (1)-(8) above in his or her capacity as such, and all of their officers, directors, employees, shareholders, predecessors, successors, assigns, heirs, executors, estate administrators, and personal representatives (or the equivalent thereto).

"Representative Claimant" means a person authorized by a court or other official of competent jurisdiction under applicable state law, to act on behalf of a deceased or legally incapacitated or incompetent Product User.

"Required Participation Thresholds" has the meaning ascribed thereto in Section 5.02.

"Settled Claims" means any and all claims, causes of action, demands, damages, costs, expenses, liabilities or other losses, whether in law or in equity, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future, arising out of or relating to the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval, and/or labeling of ACTOS Products, alone or in combination with any other substance, or any other transaction between any Claimant and Released Persons relating to such Claimant's alleged use of ACTOS Products. The term "Settled Claims" also includes any claims, causes of action, demands, damages, costs, expenses, liabilities or other losses, whether in law or in equity, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future, arising directly or indirectly out of or in any way related to, this Release and the events surrounding its negotiation and execution. These "Settled Claims" also include any cause of action that a Claimant may attempt to assert against any attorney, law firm, or its employees as it relates to their representation of any Defendant and/or other Released Person in connection with this settlement or the defense of Takeda and/or other Released Persons as that defense relates to ACTOS Products claims asserted by any plaintiff or claimant. These "Settled Claims" include, without limitation and by way of example, all ACTOS Products -related claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, including but not limited to:

- a. Personal injury and/or bodily injury, damage, death, fear of disease or injury, including without limitation reduced future medical treatment options, mental or physical pain or suffering, emotional or mental harm, or loss of enjoyment of life;
- b. Compensatory damages, punitive, exemplary, statutory and other multiple damages or penalties of any kind;
- c. Loss of wages, income, earnings, and earning capacity, medical expenses, medical benefits, including rights to future Medicare or Medicaid benefits, doctor, hospital, nursing, and drug bills;
- d. Loss of support, services, consortium, companionship, society or affection, or damage to familial relations, by spouses, surviving spouses, former spouses, parents, children, other relatives or “significant others” of Claimants;
- e. Consumer fraud, refunds, unfair business practices, deceptive trade practices, unfair and deceptive acts and practices, fraudulent inducement, and other similar claims whether arising under statute, regulation, or judicial decision;
- f. Wrongful death and survival actions; including any future wrongful death claim;
- g. Medical screening and monitoring, injunctive and declaratory relief;
- h. Economic or business losses or disgorgement of profit;
- i. Prejudgment or post-judgment interest;
- j. Spoliation causes of action, whether negligent, intentional or otherwise; and
- k. Sanctions of any kind, whether monetary or non-monetary, against any Released Persons, under any potentially applicable rule or law including but not limited to Fed. R. Civ. P. 37 and Ill. S. Ct. Rule 219(c); this includes enforcement of existing orders and pursuit of any deferred sanctions in the MDL against any Released Persons.

“Settlement Funds” has the meaning ascribed thereto in Section 10.01.

“Settlement Payment(s)” has the meaning ascribed thereto in Section 6.01.

“Signature” means the actual signature by the person whose signature is required on the document, or on behalf of such person by a person authorized by a power of attorney or equivalent document to sign such documents on behalf of such person. Unless otherwise specified in this Agreement, a document requiring a Signature may be submitted by: (i) an actual

original “wet ink” signature on hard copy; (ii) a PDF or other electronic image of an actual signature; or (iii) an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, et seq., the Uniform Electronic Transactions Act, or their successor acts.

“Special Master” has the meaning ascribed thereto in Section 9.01.

“Specified Documented Economic Damages” has the meaning ascribed thereto in Section 7.02(D).

“State Cases” means any Claims constituting part of the California Coordinated Proceedings, Illinois Coordinated Proceedings, or the Other State Court Proceedings that have been filed as of the Execution Date.

“State Court Coordinated Proceeding Claimant” has the meaning ascribed thereto in Section 2.02.

“State Stipulation of Dismissal” has the meaning ascribed thereto in Section 2.03.

“Stipulation of Dismissal” means, as the context may require, an MDL Stipulation of Dismissal, a California Stipulation of Dismissal, an Illinois Stipulation of Dismissal, a Federal Stipulation of Dismissal, or a State Stipulation of Dismissal.

“Supporting Documentation” means any and all of the various documents and information required pursuant to Section 3.03(A) of the Agreement.

“Takeda” has the meaning ascribed thereto in the Preamble.

“Tax Expenses” has the meaning ascribed thereto in Section 10.03.

“Taxes” has the meaning ascribed thereto in Section 10.03.

“Unenrolled Claimant” has the meaning ascribed thereto in Section 2.05.

“United States” as used herein means the fifty states of the United States of America, the District of Columbia, Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, Guam and the U.S. Minor Outlying Islands. Any reference herein to a “state” shall be interpreted to refer to the states and territories as set forth in this definition.

“Walk Away Right” has the meaning ascribed thereto in Section 5.02.

ARTICLE XVII. APPENDICES

Appendix A	Case Census Order
Appendix B	Notice of Intent to Opt In Form for Filed Claims
Appendix C	Release
Appendix D-1	MDL Stipulation of Dismissal
Appendix D-2	Illinois Stipulation of Dismissal
Appendix D-3	California Stipulation of Dismissal
Appendix E	Implementing CMO
Appendix F	Notice of Intent to Opt In Form for Unfiled Claims
Appendix G	Declaration of Counsel
Appendix H	Claim Form
Appendix I	Authorization to Release Records and Other Information
Appendix J	Points Matrix

IN WITNESS WHEREOF, PSRC and Takeda have executed this Agreement effective as of the Execution Date.

Takeda Pharmaceutical Company Limited



Christophe Weber
President and Chief Executive Officer

April 28, 2015



Yoshihiro Nakagawa
Global General Counsel

April 28, 2015

Takeda Pharmaceuticals U.S.A., Inc.

Kenneth D. Greisman
Senior Vice President, General Counsel and Secretary

April __, 2015

Plaintiffs' Settlement Review Committee

Richard J. Arsenault
Neblett, Beard & Arsenault
2220 Bonaventure Court
P.O. Box 1190
Alexandria, LA 71309

April __, 2015

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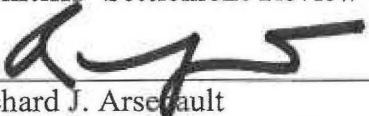
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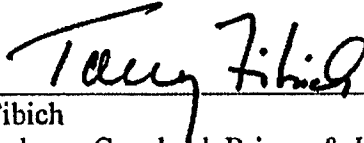
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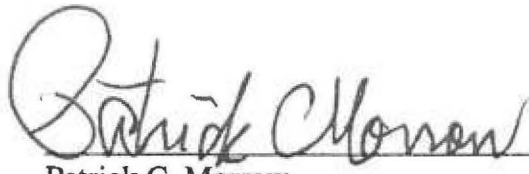
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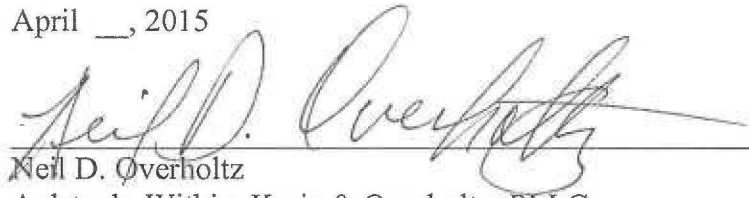
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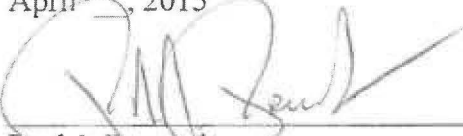
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A handwritten signature in black ink, appearing to read "Paul J. Pennock", written over a horizontal line.

Paul J. Pennock
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