MASTER SETTLEMENT AGREEMENT

This Master Settlement Agreement, dated August 1, 2017 (the "Execution Date"), is entered into by and between (i) Daiichi Sankyo, Inc., Daiichi Sankyo U.S. Holdings, Inc., and Daiichi Sankyo Co., Ltd. (collectively, "Daiichi Sankyo"), (ii) Forest Laboratories, Inc., now known as Forest Laboratories, LLC, Forest Research Institute, Inc., and Forest Pharmaceuticals, Inc. (collectively, "Forest"), and (iii) the plaintiffs' counsel listed in the signature pages hereto under the heading "Plaintiffs' Negotiating Committee" ("PNC"). Daiichi Sankyo, Forest and the PNC 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 "Olmesartan Products Resolution Program" or the "Program") for the purpose of resolving claims alleging a personal injury involving gastrointestinal injuries resulting from the use of an Olmesartan Product ("Claims") pending against Daiichi Sankyo, Forest, and other Defendants, as defined in Article XVI, including those in the following proceedings on the Execution Date: (1) *In Re: Benicar (Olmesartan) Products Liability Litigation*, MDL No. 2606 (the "MDL"), a federal multi-district litigation venued in the United States District Court for the District of New Jersey (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: Benicar (Olmesartan Medoxomil),* Case No. 299 (the "New Jersey Coordinated Proceedings"), venued in the Superior Court of New Jersey, Law Division: Atlantic County (the "New Jersey Coordinating Court"); and (4) any and all other state court proceedings (the "Other State Court Proceedings").

B. Members of the PNC, Daiichi Sankyo, and Forest have agreed to establish this Program to resolve Claims, as specifically set forth in Appendix J, allegedly resulting from the use of Olmesartan Products, as specified in this Agreement.

C. Claimants with Claims that have not yet been filed against Daiichi Sankyo or Forest in any jurisdiction are also eligible to participate in the Program, provided that the injury allegedly resulting from the use of Olmesartan Products occurred in the United States on or prior to the Execution Date, and the Claimants 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. Daiichi Sankyo, Forest, and all other Released Persons deny any liability or wrongdoing, and Daiichi Sankyo and Forest assert that they, 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 Daiichi

Sankyo, Forest, or any Released Persons of, any fault, liability, wrongdoing, or damages whatsoever. Nor will it be construed 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 PNC, Daiichi Sankyo, and Forest, 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.

Daiichi Sankyo, Forest and the PNC hereby agree as follows:

ARTICLE I. CASE REGISTRATION

Section 1.01 Registration of All Filed and Unfiled Olmesartan 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 cases and unfiled Claims connected to Olmesartan Products, to create a joint database of such cases and claims which will help the MDL Court and the New Jersey Coordinating Court cooperatively manage this litigation, and to assist the Parties with effectuating the provisions of this Agreement.

Section 1.02 Case Census Orders

(A) PNC, Daiichi Sankyo, and Forest will jointly petition the MDL Court and the New Jersey Coordinating Court for a case management order ("Case Census Order(s)"), substantially in the form of Appendix A (as modified in the New Jersey Coordinating Court to conform to state practice), to be entered in each jurisdiction on or about the Execution Date, requiring any plaintiffs' counsel representing clients with Olmesartan Products-related Claims pending in the respective court to identify to PNC, Daiichi Sankyo, Forest and the Claims Administrator all clients with Olmesartan Products-related Claims, whether their Claims are filed or unfiled, and regardless of whether such Claims are eligible for enrollment into or payment under the Olmesartan Products Resolution Program or if that plaintiffs' counsel intends to enroll the Claims of any such clients into the Olmesartan Products Resolution Program. The Case Census Orders for the applicable court shall require online submission of claims information in accordance with the instructions of the Claims Administrator at www.OlmesartanProductLitigationSettlement.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 Orders) must make online submission of all information required by the Case Census Orders for the applicable court on or before August 25, 2017. As set forth in the Case

Census Orders for the applicable court, 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 applicable 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 and the New Jersey Coordinating Court, Daiichi Sankyo, Forest and the PNC. The database may include for every registered Olmesartan Products-related claim, *inter alia*, the current venue, case number, alleged injury, date of alleged injury, alleged dates of Olmesartan 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. A list of the data to be compiled in the database is set forth in the spreadsheet that is referred to in Appendix A, available through the Claims Administrator's website. Nothing herein prevents either Daiichi Sankyo, Forest or the PNC from maintaining their own separate database of all registered plaintiffs with filed cases and claimants with unfiled Claims. The Claims Administrator may consult with Daiichi Sankyo, Forest and the PNC 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, against Daiichi Sankyo and/or Forest, in (i) the MDL Court; (ii) any Other Federal Court Proceeding; (iii) the New Jersey Coordinated Proceedings; or (iv) any Other State Court Proceeding, in each case alleging (i) the use of Olmesartan Products commencing on or prior to May 1, 2015, and (ii) an injury resulting from the alleged use of Olmesartan Products; or

2. did not have a case pending against Daiichi Sankyo and/or Forest in state or federal court on or before the Execution Date but who (i) allege (a) the use of Olmesartan Products commencing on or prior to May 1, 2015, and (b) an injury occurring in the United States resulting from the alleged use of Olmesartan Products prior to the Execution Date; and (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 for legal representation of said Claimant relating to an injury allegedly resulting from the use of Olmesartan Products on or before August 23, 2017 ("Unfiled Claimants"). Individuals who did not have a case pending against Daiichi Sankyo and/or Forest in state or federal court on or before the Execution Date, and who are not represented by counsel in connection with their claims related to Olmesartan Products, as set forth in this provision, are not Eligible Enrollees.

(B) 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 Olmesartan 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. To enroll in the Program, such Eligible Enrollees must take steps as set forth herein.

(B) Claimants who, on or prior to the Execution Date, have cases that allege usage of Olmesartan Products commencing on or prior to May 1, 2015 and involve an alleged injury resulting from the use of Olmesartan Products pending in (i) the MDL ("MDL Claimants"), (ii) the New Jersey Coordinated Proceedings ("New Jersey Coordinated Proceeding Claimants"), (iii) 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 (iv) in state courts other than in the New Jersey Coordinated Proceedings ("Other State Court Claimants") ((i) – (iv) collectively, "Filed Claimants") must 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.

(C) Such Filed Claimants who wish to enroll in the Program, to be afforded the opportunity to participate in and seek compensation under 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 Signature by the Claimant or the Personal Representative of Claimant, and all Persons having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan 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 with prejudice in the form contained in Appendix D-1 (the "MDL Stipulation of Dismissal");

2. New Jersey Coordinated Proceeding Claimants must submit an executed stipulation of dismissal with prejudice in the form contained in Appendix D-2 (the "New Jersey Stipulation of Dismissal");

3. 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

4. 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." Submission of these materials, including the Stipulation of Dismissal and Release, is irrevocable.

(D) The Opt In Package for Filed Claims must be submitted on or before the Opt In Deadline, in accordance with instructions provided by the Claims Administrator, including making such submission online where specified. *See* www.OlmesartanProductLitigationSettlement.com. The Opt In Deadline may be extended in accordance with Section 2.03(B) below. Failure to timely submit an Opt In Package for Filed Claims in the manner

required bars such Claimant from a potential recovery of an award under the Program.

(E) Subject to the requirements of Section 11.04 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 prior to the Opt In Deadline, provided that the filing necessary to obtain the necessary appointment is initiated by the person applying for appointment as the legal representative prior to the Opt In Deadline, and such person submits a document acceptable to Daiichi Sankyo and Forest stating that he or she will execute and submit the Release within ten (10) days of his or her appointment.

(F) Submission of the Notice of Intent to Opt In Form 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, if the MDL Court does not have subject matter jurisdiction, to the jurisdiction of the New Jersey Coordinating Court) for all matters and decisions relative to this Agreement.

(G) Filed Claimants who properly and timely submit a Notice of Intent to Opt In Form for Filed Claims are enrolled Program Participants, and must submit a complete Opt In Package, including, but not limited to, the Release and Stipulation of Dismissal, and a Claim Package to the Claims Administrator for the processing of their claim on or before the Claim Package Deadline, according to the terms of this Agreement.

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

(A) PNC, Daiichi Sankyo and Forest will jointly petition the MDL Court and the New Jersey 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 New Jersey Coordinating Court to conform to state practice.

(B) The Implementing CMO will also set forth September 15, 2017, at 11:59 p.m. E.T. 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 ("Opt In Deadline"). Upon agreement by Daiichi Sankyo, Forest and the PNC, 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.OlmesartanProductLitigationSettlement.com.

Section 2.04 Enrollment Procedures for Unfiled Claimants

(A) Claimants who did not have a case pending against Daiichi Sankyo and/or Forest in state or federal court on or before the Execution Date, but who allege (i) usage of Olmesartan Products commencing on or prior to May 1, 2015, and (ii) an injury resulting from the use of Olmesartan Products occurring in the United States prior to the Execution Date, and who (iii) signed a retainer agreement with an attorney or with his or her law firm on or before August 23, 2017 for legal representation of said Claimant relating to an Alleged Injury allegedly resulting from the use of Olmesartan Products, are Eligible Enrollees, and may be enrolled in the Program as Program Participants by providing a properly executed and timely Notice to Opt In Form for Unfiled Claims pursuant to the procedures set forth in this Section.

(B) Such Unfiled Claimants who wish to enroll in the Program, to be afforded the opportunity to participate in and seek compensation under 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 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 August 23, 2017 for legal representation of said Claimant relating to an injury allegedly resulting from the use of Olmesartan Products; and

c. A Release contained in Appendix C, to be executed by Signature by the Claimant or the Personal Representative of Claimant, and all Persons having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products.

The Notice of Intent to Opt In Form for Unfiled Claims, the Release, and the Declaration of Counsel are referred to collectively herein as the "Opt

In Package for Unfiled Claims." Submission of these materials, including the Release, is irrevocable.

(C) The Opt In Package for Unfiled Claims must be submitted on or before the Opt In Deadline, in accordance with instructions provided by the Claims Administrator, including making such submission online where specified. *See* www.OlmesartanProductLitigationSettlement.com. The Opt In Deadline may be extended in accordance with Section 2.03(B) above. Failure to timely submit an Opt In Package for Unfiled Claims in the manner required bars such Claimant from a potential recovery of an award under the Program.

(D) Subject to the requirements of Section 11.04 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 prior to the Opt In Deadline, provided that the filing necessary to obtain the necessary appointment is initiated by the person applying for appointment as the legal representative prior to the Opt In Deadline, and such person submits a document acceptable to Daiichi Sankyo and Forest stating that he or she will execute and submit the Release within ten (10) days of his or her appointment..

(E) Submission of the Notice of Opt In Form for Unfiled Claims, is irrevocable. 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 New Jersey Coordinating Court), and (iii) must submit a complete Opt In Package, including, but not limited to, the Release and Stipulation of Dismissal and a Claim Package to the Claims Administrator on or before the Claim Package Deadline, according to the terms of this Agreement.

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 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 Notice of Opt In Form for Filed Claims, if a Filed Claimant; or (b) a complete and timely Notice of Opt In Form for Unfiled Claims, if an 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 Olmesartan Products Resolution Program resubmit their Claims for enrollment in the Program. No enrolled Program Participant may under any circumstance or reason, regardless of the determination of eligibility for, or amount of any individual Settlement Payment, withdraw a Notice of Intent to Opt In Form for Filed Claims or a Notice of Intent to Opt In Form for Unfiled Claims, 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 Package to Daiichi Sankyo, Forest and PNC

The Claims Administrator shall make the Opt In Package for Filed Claims, the Opt In Package for Unfiled Claims and the Declarations of Counsel that it receives pursuant to this Article II available to Daiichi Sankyo, Forest, the Insurers, or the PNC 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. E.T. on the thirtieth

(30th) day following the Effective Date (the "Claim Package Deadline") or, as applicable and subject to the terms of Section 3.05, the Cure Deadline.

(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, such Program Participant's Claim shall be rejected by the Claims Administrator and not eligible for compensation in the Program, 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), the Eligibility Committee, PNC, Daiichi Sankyo, Daiichi Sankyo's counsel, the Insurers, Forest, Forest's counsel, 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, to include the Claimants assertion that they meet the requirements for one of the six injury levels set forth in Appendix J, attached (the "Eligible Injuries and Adjustments Criteria" or "Criteria");

(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 and the Program Participant's counsel as either 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, unless it is impracticable

for Claimant's Counsel to obtain, and Claimant's Counsel certifies that he or she exercised due diligence to obtain a No Records Statement from the provider with an explanation why it was impracticable to obtain such Statement.

i. Proof of Olmesartan Products usage for thirty (30) or more days, with the first use of an Olmesartan Product beginning on or prior to May 1, 2015, to include:

    1. Contemporaneous Prescription Records from all pharmacies that dispensed Olmesartan Products to the Product User for the period spanning first alleged use of Olmesartan Products through the last use of Olmesartan Products; or

    2. Contemporaneous Medical Records documenting prescription of Olmesartan Products to the Product User, or Product User's receipt of samples of Olmesartan Products, if applicable.

ii. Complete medical records from all healthcare providers who:
    1. diagnosed the Product User's Alleged Injury; and, if different,
    2. provided treatment for the Product User's Alleged Injury, or, for gastrointestinal symptoms.

iii. If not otherwise included in the above-listed records, medical records from all healthcare providers who prescribed Olmesartan Products to the Product User, for the period spanning two years prior to onset of symptoms through two years following either (a) discontinuation of use of Olmesartan, or (b) resolution of the Alleged Injury, whichever occurs last.

iv. 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 two years prior to onset of symptoms through two years following either (a) discontinuation of use of Olmesartan, or (b) resolution of the Alleged Injury, whichever occurs last.

v. Where Prescription Records and/or Medical Records required by this Section 3.03(A)(3) have been lost or

destroyed by medical provider(s) and/or pharmacy(ies), the Claimant may submit a Sworn Affidavit attesting that he or she was treated at the relevant medical facility or filled one or more prescriptions at the relevant pharmacy, provided that Claimant's Counsel also certifies that he, or she, has conducted a diligent search for the records and confirms that the pharmacy or healthcare provider has advised that it lost or destroyed the documents.

(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) 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.

(6) A completed lien resolution form in accordance with Article XIII below to indicate any group health plans (government or private) 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 Olmesartan Products from the time the Program Participant alleges he or she first suffered injury from the alleged use of Olmesartan Products through the Execution Date, and which includes a private lien resolution opt-out should such Program Participant elect not to participate.

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.OlmesartanProductLitigationSettlement.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 rejection, without compensation, absent timely cure as set forth herein.

(B) As part of the Claims Administrator's determination of the adequacy and completeness of the Claim Package, the Claims Administrator will also determine whether the Program Participant's Claim Package substantiates an Eligible Claim, which must include an Eligible Injury experienced by the Program Participant, meeting the requirements as set forth below in Section 4.01. If the Claims Administrator does not find that the Claim Package supports an Eligible Claim, as set forth in Section 4.01, the Claim Package will be determined to be deficient by the Claims Administrator, and the Claim will be rejected, without compensation, and such Claim may no longer be pursued in this Settlement Program or in any other proceeding absent timely cure as set forth herein. *See* Article XI.

(C) The decision as to the completeness and adequacy of the Claim Package, including as to whether the Claim Package substantiates an Eligible Claim, as set forth in Section 4.01 below, is in the sole discretion of the Claims Administrator, subject to review by the Eligibility Committee and/or the Special Master to the extent provided for by this Agreement, in accordance with Sections 4.02 and 9.03 below.

(D) The Claims Administrator shall inform the Program Participant's counsel, or the Program Participant, if not represented by counsel, within fifteen (15) days (unless the Claims Administrator provides notice that additional time is required) after receipt of the Claim Package by the Claims Administrator, or, in the case of a Program Participant who fails to submit any Claim Package, within seven (7) days after the Claim Package Deadline (each a "Notice of Claim Package Deficiency"), whether any or all of the Supporting Documentation is missing, inadequate, incomplete, or the Claim Package otherwise fails to establish an Eligible Claim under the terms of this agreement and the Criteria, specifying the exact nature of the deficiency (Appendix J). If the Claims Administrator deems that the Claim Package is substantially complete, then the Claims Administrator will issue a notice that the Claim Package is Complete within fifteen (15) days of the Claim Package being submitted. If a Notice of Claim Package Deficiency is issued, then failure to correct the deficiencies on or before the thirtieth (30th) day following the date of service of the Notice of Claim Package Deficiency (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"). If a Notice of Claim Package Deficiency is issued and Program Claimant substantially cures the deficiency, then the Claims Administrator shall issue a notice that the Claim Package is Complete within ten (10) days of Claimant curing the deficiency.

(E) A Claimant may seek review by the Eligibility Committee of the rejection of a Claim Package by filing a request for reconsideration with the Claims Administrator within fifteen (15) days of receiving the Notice of Rejection. Claimants are permitted to submit new supporting documentation with their reconsideration request or request for review by the Eligibility Committee.

(F) The Claims Administrator shall provide weekly updates to Daiichi Sankyo, Forest, and PNC as to the submission, review and approval process for Claim Packages. Daiichi Sankyo, Forest, the Insurers, and/or PNC may review, or receive 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 THE 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, establishing each of the following:

a. Use of an Olmesartan Product for thirty (30) or more days, with first use of an Olmesartan Product commencing on a date on or prior to May 1, 2015, as documented in Contemporaneous Prescription Records and/or Contemporaneous Medical Records;

b. An "Eligible Injury", which must meet the requirements for one of six injury levels set forth in the Eligible Injuries and Adjustments Criteria, attached here to as Appendix J; and

c. Onset of Symptoms of the Eligible Injury during the period of use of an Olmesartan Product, subject to the terms set forth in the Criteria, attached here to as Appendix J.

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 or establish an Eligible Injury, 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 three (3) members appointed by Daiichi Sankyo, and the following committee members appointed by the PNC:

i. Troy Rafferty, Esq.

ii. Adam Slater, Esq.

iii. Tara Sutton, Esq.

Each of the members appointed to the Eligibility Committee shall have one vote.

(2) Program Participants seeking review by the Eligibility Committee must submit a request for Eligibility Committee review to the Claims Administrator within fifteen (15) days following the issuance of a Notice of Rejection of the Program Participant's Claim Package by the Claims Administrator.

(3) After Program Participant seeks review by the Eligibility Committee, the Claims Administrator may reconsider the Eligibility of the Claimant after reviewing the Program Participant's request for Eligibility Committee review and any additional records Claimant submitted after the Claims Administrator's initial rejection. If after reconsideration, the Claims Administrator finds that the Claim Package meets the requirements of Section 3.03, then the Claim Administrator will issue a notice that the Claim Package establishes an Eligible Claim.

(4) For each Claim Package submitted to the Eligibility Committee, the Eligibility Committee will determine within fifteen (15) days whether the medical records provided establish sufficient proof of (1) Use of an Olmesartan Product for thirty (30) or more days, with first use of an Olmesartan Product on a date on or prior to May 1, 2015; (2) an Eligible Injury, as specifically set forth in the Criteria attached hereto as Appendix J; and (3) onset of symptoms of the Eligible Injury during the period of use of an Olmesartan Product,

subject to the terms set forth in the Criteria (Appendix J). If, in their discretion, the Eligibility Committee determines that the records provided by Program Participant constitute sufficient proof of these three criteria, such Program Participant will be deemed to have established an Eligible Claim, notwithstanding the deficiencies in the Claim Package. The Eligibility Committee shall provide their determination of eligibility to the Claims Administrator.

(5) All decisions by the Eligibility Committee, including appeals by Claimants of their Points Award determinations by the Claims Administrator under Paragraph 6.02(C) below, shall be appealable to the Special Master, in accordance with Section 9.03 below, within fifteen (15) days of the issuance of the Eligibility Committee's determination. The Special Master's determinations on appeal shall be final, binding and Non-Appealable.

(B) If, by the determination of the Eligibility Committee, or by the determination the Special Master if appealed, a Claim Package does not establish an Eligible Claim, the Claims Administrator shall notify the Program Participant that his or her appeal has been denied and Claim has been rejected.

ARTICLE V. TERMINATION RIGHT

Section 5.01 PNC Efforts

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

Section 5.02 Daiichi Sankyo's Walk Away Right

(A) Daiichi Sankyo shall have the option, in its sole discretion, to terminate the Program and this Agreement if, but only if, in Daiichi Sankyo'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) Daiichi Sankyo'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) **Sprue-Like Enteropathy ("SLE")**: No less than ninety-five percent (95%) participation of all Eligible Enrollees alleging SLE attributable to the use of Olmesartan Products;

(3) **Hospitalization of 10 days or more**: No less than ninety-five percent (95%) participation of all Eligible Enrollees alleging hospitalization of ten (10) days or more attributable to the use of Olmesartan Products;

(4) **Weight Loss**: No less than ninety-five percent (95%) participation of all Eligible Enrollees alleging weight loss of more than ten percent (10%) of pre-injury body weight or more than twelve (12) pounds attributable to the use of Olmesartan Products.

(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)-(4) above will include all Eligible Enrollees in each such category with cases pending as of the Execution Date in the MDL, the New Jersey 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 Unfiled Claimants in this Program that were not included in the Case Census.

(2) The denominator for each respective category set forth in Paragraph (B)(1)-(4) 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)-(4) above will include all Eligible Enrollees in each such category who are Program Participants.

(D) Daiichi Sankyo may exercise the Walk Away Right, if available, on or before 11:59 p.m. E.T. on the thirtieth (30^{th}) day following the last Opt In Deadline attributable to any Eligible Enrollee, subject to Section 15.01(B). The Claims Administrator shall calculate and advise the PNC and Daiichi Sankyo of the last Opt In Deadline at least ten (10) days prior to expiration

of that deadline, so that the date of the expiration of the Walk Away Right will be known more than thirty (30) days in advance. Daiichi Sankyo shall exercise the Walk Away Right by filing notice through the MDL Court's Electronic Case Filing System and by providing written notice to the PNC. The date on which Daiichi Sankyo's Walk Away Right expires without previously having been exercised, or any previous date agreed upon by Daiichi Sankyo and the PNC, 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, Daiichi Sankyo 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 PNC, the Program Participant's counsel, or the *pro se* Program Participant, as appropriate. Daiichi Sankyo and the PNC shall be jointly responsible, in equal shares, 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 a Points Award Payment, an Injury Level VI Payment, and/or an 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) With the exception of Qualifying Program Claimants who meet the definition only for Injury Level VI, as set forth in Appendix J, each Qualifying Program Claimant who meets the definitions for Injury Levels I through V shall receive a "Points Award Payment" 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 such Qualifying Program Claimants have completed the Points Award Process, Injury Level VI Payment process, and EI Payment Process, as applicable. The Points Award Process, together with

evaluation process for Injury Level VI Payments set forth in Section 7.02, and the EI Payment Process set forth in Section 7.01, 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, submitted by Daiichi Sankyo or Forest relating to such Qualifying Program Claimant that were obtained by Daiichi Sankyo or Forest in connection with the litigation of such Qualifying Program Claimant's Claim, if submitted by Daiichi Sankyo or Forest to the Claims Administrator within thirty (30) days of the Effective Date.

(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 Olmesartan 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 Olmesartan 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. All Derivative Claims shall be dismissed with prejudice in consideration for the Settlement Payments that are made to Qualifying Program Participants.

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 who meets the definitions for Injury Levels I through V, the Claims Administrator shall determine the number of Points ("Points Award") that should be awarded to the Qualifying Program Claimant within thirty (30) days of the Claimant's determination of Eligibility, unless a longer period of time is necessary for good cause

shown to the Eligibility Committee by the Claims Administrator. The criteria, methodologies, formulae, guidelines and other terms and conditions for determining Points Awards are set forth in the Criteria 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 Criteria and this Section 6.02.

(B) The Claims Administrator shall notify each Qualifying Program Claimant, Daiichi Sankyo, Forest, and the PNC of such Qualifying Program Claimant's Points Award using a form developed for such purpose by the Claims Administrator ("Notice of Points Award"). A Points Award may be subject to revision at any time until fifteen (15) days prior to the date that the Final Point Value is calculated pursuant to Section 7.03 upon discovery of an error. Such Points Award shall be subject to reconsideration by the Claims Administrator and appeal to the Eligibility Committee and Special Master as set forth in Sections 6.02(C) and Section 9.03, but otherwise shall be final, binding and Non-Appealable. All Notices of Points Awards shall be issued no later than thirty (30) days prior to the date on which the Final Point Value is calculated, and, in accordance with Section 7.03(A) below, the Final Point Value may not be calculated until all appeals are determined and fully adjudicated, and all time periods permitted for filing any appeals under this Agreement have expired.

(C) **Appeals From a Points Award Determination**:

a. A Qualifying Program Claimant may appeal his or her Points Award determination of the Claims Administrator to the Eligibility Committee by submitting a notice to such effect to the Claims Administrator within fifteen (15) days of the Notice of Points Award, in accordance with procedures established by the Claims Administrator.

b. After a Qualifying Program Claimant appeals his or her Points Award determination of the Claims Administrator to the Eligibility Committee, the Claims Administrator shall reconsider the Points Award Determination and issue a "Notice of Reconsideration Determination" within ten (10) days of the notice of appeal to the Eligibility Committee. All Notices of Reconsideration Determination shall be issued no later than fifteen (15) days prior to the date on which the Final Point Value is calculated, and, in accordance with Section 7.03(A) below, the Final Point Value may not be calculated until all appeals are determined and fully adjudicated, and all time periods permitted for filing any appeals under this Agreement have expired. If the Reconsideration Determination completely affirms the Qualifying Program Claimant's position on appeal to the Eligibility Committee, then the Eligibility Committee will not review the appeal.

c. If the Claims Administrator does not completely affirm the Qualifying Program Claimant's position on appeal, the Eligibility Committee thereupon shall review such Points Award determination and the Eligibility Committee can consider additional records that are submitted to the Eligibility Committee before its review. If, upon any such timely appeal, the Eligibility Committee determines that a Points Award determination of the Claims Administrator was in error, the Eligibility Committee will substitute its own Points Award determination for that of the Claims Administrator. The determination of the Eligibility Committee shall be provided to the Qualifying Program Claimant in the form of an "EC Points Award Appeal Notice." The Eligibility Committee shall issue its decision on appeal within thirty (30) days of receiving a timely notice of appeal. The Eligibility Committee has the authority to issue its EC Points Award Appeal Notice before the Claims Administrator reconsiders its Points Award Determination.

d. **Appeals to the Special Master**: In accordance with Sections 9.03 and 4.02(A)(5), a Qualifying Program Claimant may appeal his or her Points Award determination of the Eligibility Committee 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 EC Points Award Appeal Notice, in accordance with procedures established by the Claims Administrator and the Eligibility Committee. The Special Master thereupon shall review such Points Award determination *de novo*, limited to the record evidence that was before the Claims Administrator and the Eligibility Committee. If, upon any such timely appeal, the Special Master determines that a Points Award determination of the Eligibility Committee was in error, the Special Master 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), Daiichi Sankyo, Forest, and the PNC of the Special Master's determination.

ARTICLE VII. PAYMENTS TO QUALIFYING PROGRAM CLAIMANTS

Section 7.01 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 Points Award Payments made to them in accordance with their Point

Awards pursuant to Section 7.03 below. Claimants who receive an Injury Level VI Payment pursuant to Section 7.02 below are not eligible to receive an EI Payment. The Claims Administrator's determination of EI Payments as set forth in this Section 7.01 may be referred to as the "EI Payment Process." 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.

All applications for EI Payments must be submitted on or before the Claim Package Deadline.

(B) EI Payments for all Qualifying Program Claimants cannot in the aggregate exceed $35 million (the "EI Fund Cap Amount"), which amount shall initially be earmarked for EI Payments within the Settlement Funds deposited in the QSF 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 assigned to individual Qualifying Program Claimants 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.

A $1,000 Administrative Application Fee, payable to the Claims Administrator, will be charged to each Qualifying Program Claimant who submits an Extraordinary Injury application. This $1,000 Administrative Application Fee will be paid to the Claims Administrator with the EI Payment application.

(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 $100,000; (ii) have sustained chronic or permanent injury (for example, death, chronic intestinal condition, chronic or permanent systemic condition, muscle wasting or atrophy), multiple bouts of renal failure, tube feedings, gallbladder removal not due to gallstones or other indication unrelated to Olmesartan Products, or other significant complications; (iii) have been a bellwether plaintiff (eligible to submit documentation of paid invoices for economic costs of depositions and case specific expert reports); and/or (iv) establish extenuating circumstances relative to the Product User's alleged injury warranting compensation that are not otherwise adequately 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 a permanent injury or 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, or remaining medical expense lien(s) after lien reduction, and (ii) such Product User's net, after tax 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 by the Claims Administrator.

(E) The claim of 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) be reviewed by the Claims Administrator according to criteria to be determined by the Claims Administrator, in consultation with the Eligibility Committee.

(F) Determinations concerning a Qualifying Program Claimant's eligibility for an EI Payment, and the amount thereof, shall be made by the Claims Administrator, in consultation with the Eligibility Committee. The Claims Administrator shall promptly notify each Qualifying Program Claimant, Daiichi Sankyo, Forest, and the PNC 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 Daiichi Sankyo and the PNC.

(G) The Claims Administrator's determination concerning a Qualifying Program Claimant's eligibility for an EI Payment, and the amount thereof, shall be appealable 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. In accordance with Section 7.03(A) below, the Final Point Value may not be calculated until all appeals are determined and fully adjudicated, and all time periods permitted for filing any appeals under this Agreement have expired.

(H) EI Payment awards shall be determined in the first instance without regard to the EI Fund Cap Amount, but EI Payments shall not 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 7.01 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 11.04 regarding Releases.

Section 7.02 Injury Level VI Payments

(A) In connection with the Points Award Process, the Claims Administrator shall determine which Qualifying Program Claimants do not meet the requirements for Injury Levels I through V, but nevertheless meet the requirements to be eligible for a payment under Injury Level VI ("Injury Level VI Payment(s)", as set forth in the Criteria (Appendix J).

(B) Injury Level VI Payments for all Qualifying Program Claimants meeting the requirements for Injury Level VI as set forth in Appendix J shall be awarded in an amount not to exceed $10,000 per individual Claimant, subject to Paragraph 7.02(D) below, but cannot in the aggregate exceed $4 million (the "Level VI Cap Amount"), which amount shall initially be earmarked for Injury Level VI Payments within the Settlement Funds deposited in the QSF pursuant to Article X. Following the completion of Claims Valuation Process, any remaining funds initially earmarked for Injury Level VI Payments that have not been assigned to Qualifying Program Claimants meeting the requirements for Injury Level VI shall be included with the balance of the Settlement Funds for the determination of the Final Point Value, as set forth below.

(C) The Claims Administrator's determination concerning a Qualifying Program Claimant's eligibility for an Injury Level VI Payment, including the determination that a Qualifying Program Claimant is not eligible for a Points Award Payment, shall be appealable 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 Injury Level VI Payment shall be final, binding and Non-Appealable. In accordance with Section 7.03(A) below, the Final Point Value may not be calculated until all appeals are determined and fully adjudicated, and all time periods permitted for filing any appeals under this Agreement have expired.

(D) Injury Level VI Payment awards shall be determined in the first instance without regard to the Level VI Cap Amount, but Injury Level VI Payments shall not be made until all possible Injury Level VI 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 Injury Level VI Payments so awarded in the first instance would (but for this sentence) exceed the Level VI Cap Amount, all such initial Injury Level VI Payment awards shall be reduced pro rata to the extent necessary so that such aggregate Injury Level VI Payment awards exactly equal the Level VI Cap Amount.

Section 7.03 Points Award Payments

(A) Following the completion of Final Point Awards for each Qualifying Program Claimant that qualifies for such Point Award Payment, all Injury Level VI Payment determinations, EI Payment eligibility and awards determinations for any applicable Qualifying Program Claimant, and all appeals thereof, pursuant to procedures to be established by the Claims Administrator, subject to agreement by Daiichi Sankyo and the PNC, the Claims Administrator shall calculate a final dollar value per Point in the Program ("Final Point Value"). This process shall be called the "Claims Administrator's Final Points Valuation". The Final Point Value will be calculated within fifteen (15) days after all appeals are determined and fully adjudicated, and all time periods permitted for filing any appeals under this Agreement have expired. No Settlement Payment(s) may be made to any Qualifying Program Claimant from the QSF until the completion of the Claims Administrator's Final Points Valuation.

(B) Points Award Payments shall be paid to each Qualifying Program Claimant from the QSF in an amount equal to the product of such Qualifying Program Claimant's Points Award multiplied by the Final Point Value, subject to the provisions of Article XIII, and in accordance with MMSEA and all other applicable laws relating to Lien satisfaction and reporting.

Section 7.04 Timing of Settlement Payments

The Claims Administrator shall give notice to the QSF Administrator of the total amount of the final Settlement Payment(s) (including, as applicable, Points Award Payments and/or EI Payments, or Injury Level VI Payments) to be made to each Qualifying Program Claimant, within seven (7) days following the Claim's Administrator's Final Point Valuation. Subject to the provisions of Section 11.04 regarding Releases, Settlement Payment(s) shall be made to each Qualifying Program Claimant in accordance with such notices no later than ten (10) days following the later of: (1) the Final Funding Date, or (2) notification given from the Lien Resolution Administrator to the Claims Administrator and Daiichi Sankyo that such Claimant's outstanding Liens have been satisfied or otherwise resolved in accordance with Article XIII. If

Claimant has no outstanding Liens, Final Payment shall be made from the QSF within ten (10) days following the Final Funding Date.

Section 7.05 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) At the request of PNC and Daiichi Sankyo, BrownGreer PLC has agreed to preside over the Program as the initial Claims Administrator.

(C) 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 PNC and Daiichi Sankyo are unable to agree upon the appointment of a mutually agreeable successor Claims Administrator, PNC and Daiichi Sankyo's counsel will each present two (2) candidates to the MDL Court.

(2) The MDL Court will, in consultation with the judge presiding over the New Jersey 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, 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 <u>not</u> 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 PNC and Daiichi Sankyo 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 Daiichi Sankyo and PNC, 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 Criteria (Appendix J);

(5) determine the Final Point Value, pursuant to Section 7.03);

(6) determine the amount of all Points Award Payments to be made to each Qualifying Program Claimant, and give notice to the QSF Administrator of all Settlement Payment amounts, in accordance with Section 7.03 and Section 7.04;

(7) make all determinations concerning any Qualifying Program Claimant's eligibility for an Injury Level VI Payment and the amount of such payment, in accordance with Section 7.02;

(8) make all determinations concerning any Qualifying Program Claimant's eligibility for an EI Payment and the amount thereof, in

accordance with Section 7.01;

(9) Facilitate audits of Claim Packages in accordance with Section 8.05; and

(10) Deliver Stipulations of Dismissal and Releases provided by Program Participants in their Opt In Packages to Daiichi Sankyo and Forest, in accordance with the terms of this Agreement.

(F) The Claims Administrator, the QSF Administrator, and the PNC shall cooperate with Daiichi Sankyo and Forest in providing to Daiichi Sankyo or Forest 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 PNC and Daiichi Sankyo, or at the discretion of the Eligibility Committee.

Section 8.03 Liability of Administrative Personnel

No Claims Administrator, Eligibility Committee member, or Special Master, or employee or agent thereof, shall be liable to any Claimant, Eligible Enrollee, Program Participant, any Person having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, or their respective counsel for his or her 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, any Person having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, or their respective counsel any privity of contract with, or other right to institute any action against, any Claims Administrator, Eligibility Committee member, or Special Master, or employee or agent thereof. In the event that the Claims Administrator, Eligibility Committee member, or Special Master, or employee or agent thereof, 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 Audit Rights

(A) In accordance with the terms of this Section, Daiichi Sankyo, Forest, and the PNC 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, Daiichi Sankyo, Forest, and the PNC 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 Parties. All such additional records must be submitted to the Claims Administrator no later than ten (10) days after the initiation of the audit. The Claims Administrator shall fully cooperate with any such audit and must use best efforts to complete all audits within twenty-five (25) days of the initiation of the audit.

Notwithstanding the audit provisions set forth in this Section 8.05, Daiichi Sankyo, Forest and/or the PNC may raise directly with the Claims Administrator any clear mistakes of fact or calculation errors made by the Claims Administrator in the review of Claim Packages.

Daiichi Sankyo or the PNC 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.

(B) If following completion of its audit of a Claim Package, Daiichi Sankyo, Forest, or the PNC 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, Daiichi Sankyo, Forest, or the PNC, 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 Daiichi Sankyo's counsel, Forest's counsel, or the PNC (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 New Jersey Coordinating Court or the court in which the case was filed.

(C) 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, Daiichi Sankyo, Forest, or the PNC 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, without limitation, Daiichi Sankyo and/or Forest shall be free to file or cause to be filed such Program Participant's 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, Daiichi Sankyo, Forest, and/or the PNC 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, and/or (ii) 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 Daiichi Sankyo.

(D) 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.

(E) Unless the Parties agree otherwise, the Claims Administrator's Final Points Valuation may not be finalized until the completion of any audits conducted under this provision, if such audit could affect the Final Point Value. The Claims Administrator must notify the Parties of any changes to the evaluation of a Claim Package, eligibility determination, Points Award and or EI Payment that results from any audit.

(F) All audits shall be initiated in good faith. No audit may be initiated after the Claims Administrator's Final Points Valuation is complete, in the absence of evidence of fraud.

Section 8.06 Claims Administrator Fees

The fees and expenses of the Claims Administrator incurred in connection with the administration of the Program shall be paid from the Settlement Funds, in accordance with the provisions of Section 10.05, below.

ARTICLE IX. SPECIAL MASTER

Section 9.01 Special Master Appointment

For the sake of uniformity in rulings and efficiency, PNC, Daiichi Sankyo, and Forest agree (a) to recommend to the respective courts that each court appoint Judge Marina Corodemus 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 Judge Marina Corodemus as Special Master for the purpose of hearing appeals of the Claims

Administrator's and Eligibility Committee'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 or her succession and shall be bound by the determinations made by his or her 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 timely appeals from decisions of the Eligibility Committee pursuant to Sections 4.02(A)(5) and 6.02(C), with respect to both Points Awards and determinations of whether a Claimant has established an Eligible Claim.

(B) 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) or 6.02(C) , as applicable.

(C) The Special Master shall hear timely appeals from the determinations of the Claims Administrator regarding EI Payments pursuant to Section 7.01, and regarding Injury Level VI Payments pursuant to Section 7.02.

(D) The Special Master shall hear disputes regarding the scope of Release required under Section 11.04.

(E) In considering the appeal of any Eligibility determination by the Claims Administrator or the Eligibility Committee, the Special Master may consider additional records submitted by the Program Participant. The Special Master's consideration of any appeals or disputes regarding Point Awards or EI Payments shall be limited to the record evidence that was before the Claims Administrator or the Eligibility Committee, as applicable.

(F) For Eligibility appeals, the Special Master must render a decision within fifteen (15) days of receipt of the appeal. For all other appeals, the Special Master must render a decision within thirty (30) days of receipt of the

appeal.

(G) 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 meet the Notice of Appeal deadlines 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, Daiichi Sankyo, Forest or PNC 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, in the fixed amount of $500. 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, which are opposed, the non-prevailing Party with respect to such motion, petition, or appeal shall pay the costs of the Special Master for his or her 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, Daiichi Sankyo, or its designee(s), shall pay funds on behalf of Daiichi Sankyo and Forest in the aggregate amount of $300,000,000 (the "Settlement Funds") in accordance with the following schedule: $100,000,000 shall be deposited into the QSF within thirty (30) days after the Claims Administrator has given notice to the QSF Administrator of the total amount of Settlement Payment(s) to be made to each Qualifying Program Claimant, as set forth in Section 7.04; $110,000,000 shall be deposited into the QSF within sixty (60) days after the Claims Administrator has given notice to the QSF

Administrator of the total amount of Settlement Payment(s) to be made to each Qualifying Program Claimant; and the remainder of the $300 million aggregate amount, minus any amounts that have already been deposited into the QSF or paid directly to the Claims Administrator by or on behalf of Daiichi Sankyo and Forest, shall be deposited into the QSF within ninety (90) days after the Claims Administrator has given such notice ("Final Funding Date").

For the avoidance of doubt, under no circumstances shall Daiichi Sankyo, Forest, any other Defendant, or any other Released Persons, be obligated for the payment of any monies more than the aggregate amount of $300,000,000 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 attorneys' fees or expenses), with the exception of the payment of any expenses for audits and appeals thereto, where applicable, as explicitly provided for in Sections 8.05(A) and 9.05.

(B) The PNC 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 Daiichi Sankyo, Forest, any other Defendant, or any other Released Persons 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 Daiichi Sankyo'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 PNC, 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 Daiichi Sankyo pursuant to Daiichi Sankyo's express obligations to make payments into the Qualified Settlement Fund, to pay Administrative Expenses (under Section 5.03, if applicable), and to pay any expenses relating to motions, appeals, or audit(s), as dictated by this Agreement. For the avoidance of doubt, neither Daiichi Sankyo, Forest, the Insurers, any other Defendant 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, common benefit fees and 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) Daiichi Sankyo and PNC 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 PNC will select a financial institution within seven (7) days of the Execution Date, and Daiichi Sankyo and the PNC agree that this designated financial institution shall hold the Settlement Funds. Daiichi Sankyo and PNC 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, Daiichi Sankyo and PNC shall jointly move the MDL Court for approval of the Qualified Settlement Fund.

(C) The "QSF Administrator" shall be the Person selected by the PNC to administer the Qualified Settlement Fund. PNC 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. Quarterly 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) Daiichi Sankyo and Forest shall in no way be responsible for the expenses of the QSF Administrator or the administration of the Qualified Settlement Fund. Daiichi Sankyo and Forest 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, PNC and Daiichi Sankyo, 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 PNC and Daiichi Sankyo 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. The PNC and Daiichi Sankyo 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 or she 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 Robert B. Kugler 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' recovery in accordance with the law of the applicable state. The amount of common benefit expenses shall be determined by Order entered in the MDL, which sum will be withheld from each Claimants' Settlement Payment(s) and deposited into a sub-account within the QSF.

(B) Daiichi Sankyo and Forest take no position regarding, and have 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 the QSF Administrator out of the Settlement Funds, or, if paid to the Claims Administrator directly by Daiichi Sankyo, the amount paid shall be deducted from the amount payable to the QSF, as set forth in Section 10.01, prior to the Claims Administrator's Final Points Valuation, except as otherwise set forth herein in Articles VIII and IX.

(B) Within ten (10) Business Days after the end of each full calendar month following the Execution Date, the Claims Administrator shall submit to Daiichi Sankyo, PNC and the QSF Administrator, in such form and in such detail as Daiichi Sankyo, PNC and the QSF Administrator 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.

(C) Administrative Expenses that will be incurred by the Claims Administrator following the Claims Administrator's Final Points Valuation shall be paid in a flat fee amount, to be agreed by the Claims Administrator, and deducted from the QSF **prior to** the Claims Administrator's Final Points Valuation.

ARTICLE XI. DISMISSALS, DISCLAIMERS, AND RELEASES

Section 11.01 Delivery of Stipulations of Dismissal and Releases to Daiichi Sankyo and Forest

Within ten (10) days following the Effective Date, the Claims Administrator shall deliver to Daiichi Sankyo and Forest the Stipulations of Dismissal and Releases submitted with the Opt In Package of each Program Participant.

Section 11.02 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) Defendants 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, Defendants are entitled to move to dismiss the Claimant's case with prejudice, pursuant to Section 9.02.

Section 11.03 Disclaimers

Program Participants, their counsel, Daiichi Sankyo, Forest, and the PNC 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 rights of appeal set forth in Sections 3.05, 4.02, 6.02(C), 7.01(G), 7.02(C) and Article IX.

Section 11.04 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, Daiichi Sankyo and Forest 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, and any Person having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, Daiichi Sankyo and Forest, 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 Daiichi Sankyo or Forest for a particular Program Participant, such Releases must be timely submitted to the Claims Administrator at least 45 days prior to the payment of any Settlement Payment(s) to such Program Participant from the QFS, and such Releases also constitute consideration for Daiichi Sankyo's agreement to deposit the Settlement Funds pursuant to Section 10.01 above.

If, pursuant to Section 2.02(E) or 2.04(D) 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 filing 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, Daiichi Sankyo or Forest 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, Daiichi Sankyo and Forest 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 11.05 Unknown Facts

Program Participants and any Person having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product

User's alleged use of Olmesartan Products, 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 losses, injuries, damages and claims now or arising in the future. Program Participants and any Person having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, 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 recurrences of the Alleged Injury and/or future complications or other injuries relating to the Alleged Injury. Program Participants, and any Person having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, shall acknowledge, and by executing the Releases do acknowledge, that they may learn of additional facts as those facts relate to Olmesartan Products and the Released Persons' activities as those facts relate to Olmesartan Products. Program Participants, and any Person having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, 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, and any Person having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, 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, and any Person having or asserting the right to bring claims by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, 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 11.06 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 Daiichi Sankyo, Forest, 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 Daiichi Sankyo, Forest, or any other Released Person, the restrictions of this Section 11.06 shall not be applicable to Daiichi Sankyo, Forest, 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, and such Program Participants will be responsible for all associated costs and expenses.

Section 12.03 Other Documents

Daiichi Sankyo, Forest, 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 PNC and Daiichi Sankyo 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 Daiichi Sankyo and Forest that such Liens have been resolved prior to Settlement Payments. Any dispute between the PNC and Daiichi Sankyo regarding the selection of a Lien Resolution Administrator under this provision shall be resolved by the MDL Court. In accordance with this provision, Providio has been selected as Lien Resolution Administrator.

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) 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) 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 Olmesartan 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 Olmesartan 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 Olmesartan 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 Olmesartan 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 Olmesartan 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 Olmesartan Products from the time the Program Participant alleges he or she first suffered injury from the alleged use of Olmesartan 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 Daiichi Sankyo'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 Olmesartan Products from the time the Program Participant alleges he or she first suffered injury from the alleged use of Olmesartan 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 shall be withheld in the Qualified Settlement Fund; (2) the 30% 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% 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% holdback in this section is inclusive of the PLRP holdback referenced in the previous section. The 30% 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% 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 Daiichi Sankyo'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 and/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 Claims based on their alleged use of Olmesartan 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 Olmesartan 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 Daiichi Sankyo, the Claims Administrator, the Lien Resolution Administrator or the PNC 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 is responsible for satisfying all Liens related to his or her Claim and shall 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 PNC

Each Person comprising PNC 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 Daiichi Sankyo

Daiichi Sankyo 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 Daiichi Sankyo and will constitute its legal, valid, and binding obligation.

Section 14.03 Forest

Forest 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 Forest and will constitute its legal, valid, and binding obligation.

Section 14.04 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 Daiichi Sankyo or Forest. 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. Claimants subject to any bankruptcy court proceeding or jurisdiction will be responsible for resolving any issues arising from the bankruptcy before any Settlement Payment may be made to such Claimant.

(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 Daiichi Sankyo:

Daiichi Sankyo, Inc.
211 Mount Airy Road
Basking Ridge, NJ 07920
Attn. Deputy General Counsel
Fax: (973) 944-2808

Daiichi Sankyo U.S. Holdings, Inc.
211 Mount Airy Road
Basking Ridge, NJ 07920
Attn. Assistant Secretary
Fax: (973) 944-2808

Daiichi Sankyo Co., Ltd.
3-5-1, Nihonbashi-honcho
Chuo-ku, Tokyo, 103-8426, Japan
Attn. Vice President, Legal Affairs Department

(2) If to Forest:

Forest Laboratories, Inc., now known as Forest Laboratories, LLC
Forest Research Institute, Inc.
Forest Pharmaceuticals, Inc.
Morris Corporate Center III
400 Interpace Parkway
Parsippany, NJ 07054
Attn: Legal Department

(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.OlmesartanProductLitigationSettlement.com.

(4) If to the PNC:

Adam M. Slater and Cheryll Calderon
Mazie Slater Katz & Freeman, LLC
103 Eisenhower Parkway
Roseland, New Jersey 07068
aslater@mskf.net
ccalderon@mskf.net
Fax: 973-228-0303

(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.OlmesartanProductLitigationSettlement.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 New Jersey (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 New Jersey 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 New Jersey Coordinating 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, PNC, Daiichi Sankyo, and Forest shall negotiate in good faith to modify this Agreement so as to effect the original intent of PNC, Daiichi Sankyo and Forest 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

PNC, Daiichi Sankyo, and Forest 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 PNC and counsel for Daiichi Sankyo and Forest, 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 No Third Party Beneficiaries; No Right of Assignment

(A) No provision of this Agreement or any Appendix attached hereto is intended to create any other third-party beneficiary of, or for, a Plaintiff or Claimant. For the avoidance of doubt, nothing in this Section 15.06 limits or modifies the third-party beneficiary provisions of any Opt In Form, Claim Form, Release or Stipulation of Dismissal as they relate to a Plaintiff or Claimant. 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 PNC or any Program Participant without the prior written consent of Daiichi Sankyo. 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 Daiichi Sankyo. Any assignment in violation of this Section 15.06 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 15.06 have been nullified and voided and the Claims Administrator has been provided proof of such nullification.

(B) Except as otherwise set forth in this agreement, no Program Participant shall have any right to institute any proceeding, judicial or otherwise, against any of Released Persons (including Daiichi Sankyo or Forest), the PNC, any Special Master, or any Claims Administrator, to enforce, or otherwise with respect to, this Agreement.

Section 15.07 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 Daiichi Sankyo, Forest or by the PNC, and otherwise reasonably cooperate with Daiichi Sankyo, Forest and the PNC in a manner consistent with the terms of this Agreement as reasonably requested by Daiichi Sankyo, Forest or the PNC, 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 15.08 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 15.09 Confidentiality and Public Communications

Daiichi Sankyo, Forest, and the PNC shall cooperate in the public description of this Agreement and the Program established herein and shall agree upon the timing of distribution.

Section 15.10 Private Agreement

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

Section 15.11 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 Olmesartan Products 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 Daiichi Sankyo and Forest to an immediate remedy against any counsel who breached such provision, including injunctive relief and attorneys' fees as determined by the applicable court.

Section 15.12 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 Execution 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 15.13 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 15.14 Recitals

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

ARTICLE XVI. DEFINED TERMS

"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 Olmesartan 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.

"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.

"Case Census" means the report, and any updates thereto, by Plaintiffs' counsel of all filed and unfiled personal injury claims relating to Olmesartan Products produced pursuant to the Case Census Orders.

"Case Census Orders" means the Case Management Orders to be entered by the MDL Court, and the New Jersey Coordinating 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 Olmesartan Products.

"Census Order Deadline" means the date by which Primary Counsel shall provide the information required by the Case Census Order, which shall be August 25, 2017, as may be extended by order of the courts following agreement of Daiichi Sankyo, Forest, and the PNC.

"Claimants" includes MDL Claimants, State Court Coordinated Proceeding Claimants, Other Federal Court Claimants, and Other State Court Claimants and 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 New Jersey Coordinated Proceedings; or (iv) part of any Other State Court Proceeding, in each case asserting an Alleged Injury resulting from the use of Olmesartan Products, as well as (vi) claims asserted against Defendants by Unfiled Claimants in a Notice of Intent to Opt In Form for Unfiled Claims or the Case Census.

"Claims Administrator" means BrownGreer PLC as the Person selected by the Parties 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 New Jersey Coordinating 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.

"Criteria" shall mean the Eligible Injuries and Adjustments Criteria (Appendix J).

"Cure Deadline" has the meaning ascribed thereto in Section 3.05.

"Daiichi Sankyo" has the meaning ascribed thereto in the Preamble.

"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 New Jersey Coordinated Proceedings, or any Other State Court Proceedings.

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

"Derivative Claimant" means a Person asserting a Derivative Claim.

"Documented" has the meaning ascribed thereto in Section 7.01(D).

"EC Points Award Appeal Notice" has the meaning ascribed thereto in Section 6.02(C).

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

"EI Payment Process" has the meaning ascribed thereto in Section 7.01(A).

"EI Payment" has the meaning ascribed thereto in Section 7.01(A).

"EI Fund Cap Amount" has the meaning ascribed thereto in Section 7.01(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 4.01.

"Eligible Injuries and Adjustments Criteria" has the meaning ascribed thereto in Section 3.03(A)(1) and is attached hereto as Appendix J.

"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 Funding Date" has the meaning ascribed thereto in Section 10.01(A).

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

"Forest" has the meaning ascribed thereto in the Preamble.

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

"Implementing CMO" has the meaning ascribed thereto in Section 2.03.

"Injury Level VI Payment" has the meaning ascribed thereto in Section 7.02.

"Insurers" means the insurance companies that have issued liability insurance policies to Daiichi Sankyo.

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

"Level VI Cap Amount" has the meaning ascribed thereto in Section 7.02(B).

"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 PNC subject to approval by Daiichi Sankyo to assist Program Participants in resolving Liens that are or may be asserted by Governmental Payors or Private Payors.

"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" shall mean the Medicare, Medicaid, and SCHIP Extension Act of 2007.

"New Jersey Coordinating Court" has the meaning ascribed thereto in Recital A.

"New Jersey Coordinated Proceeding Claimant" has the meaning ascribed thereto in Section 2.02.

"New Jersey Coordinated Proceedings" has the meaning ascribed thereto in Recital A.

"New Jersey Stipulation of Dismissal" has the meaning ascribed thereto in Section 2.02(C).

"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, New Jersey Coordinating 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(B).

"Notice of Reconsideration Determination" has the meaning ascribed thereto in Section 6.02(C).

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

"Olmesartan Products" means Products manufactured, distributed, marketed or sold by or for Daiichi Sankyo containing the pro-drug olmesartan medoxomil, which is metabolized in the body to the active compound olmesartan, including Benicar, Benicar HCT, Azor and Tribenzor.

"Olmesartan Products Resolution Program" has the meaning ascribed thereto in Recital A.

"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 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 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, PNC, Daiichi Sankyo, Forest, 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, or 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.

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

"Points Award Payment" has the meaning ascribed thereto in Section 6.01(B).

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

"Primary Counsel" has the meaning ascribed thereto in the Case Census Order(s).

"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 Olmesartan 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.

"PNC" 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 Settlement Funds will be deposited.

"Qualified Settlement Fund Agreement" means the agreement entered into between the PNC and an appropriate financial agreement establishing and governing the Qualified Settlement Fund.

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

"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 Daiichi Sankyo or Forest in accordance with Section 11.04.

"Released Persons" means:

(1) Daiichi Sankyo, Inc., Daiichi Sankyo U.S. Holdings, Inc., Daiichi Sankyo Co., Ltd., Forest Laboratories, Inc., now known as Forest Laboratories, LLC, Forest Research Institute, Inc., Forest Pharmaceuticals, Inc., and/or other Defendants;

(2) Any and all past or present suppliers or manufacturers of materials, components, and services used in the manufacture of Olmesartan Products, including the labeling and packaging thereof;

(3) Any and all past or present distributors of Olmesartan Products, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of Olmesartan 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 Olmesartan Products, all health care providers who prescribed Olmesartan Products for any Claimant, all pharmacists and pharmacies who dispensed Olmesartan Products to any Claimant;

(5) Any direct or indirect parent company, subsidiary, affiliate, sister entity, shareholder, predecessor or successor of any of the Released 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 Olmesartan 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 Olmesartan 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 Olmesartan 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, attorneys, employees and/or shareholders, and past, present and future parent companies, subsidiaries, affiliates, controlling persons, suppliers, vendors, distributors, contractors, agents, assigns, servants, counsel, and insurers of any of the Released 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 Olmesartan 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 Olmesartan 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 Daiichi Sankyo, Forest and/or other Released Persons as that defense relates to

Olmesartan Products claims asserted by any plaintiff or claimant. These "Settled Claims" include, without limitation and by way of example, all Olmesartan 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, domestic partners, 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; and

j. Spoliation causes of action, whether negligent, intentional or otherwise.

"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 7.01(D).

"State Cases" means any Claims constituting part of the New Jersey 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 2.02.

"Stipulation of Dismissal" means, as the context may require, an MDL Stipulation of Dismissal, a New Jersey 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.

"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.

"Unfiled Claimant" has the meaning ascribed thereto in Section 2.01(A).

"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,the U.S. Minor Outlying Islands, and the United States military bases in other countries. 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	New Jersey 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	Eligible Injuries and Adjustments Criteria (also referred to as the "Criteria")

IN WITNESS WHEREOF, PNC, Daiichi Sankyo, and Forest have executed this Agreement effective as of the Execution Date.

Daiichi Sankyo, Inc.

_____
Craig B. Bleifer, Esq.
Sr. Vice President, General Counsel and Secretary

_____ __, 2017

Daiichi Sankyo U.S. Holdings, Inc.

_____
Craig B. Bleifer, Esq.
Secretary

_____ __, 2017

Daiichi Sankyo Co., Ltd.

_____
Naoto Tsukaguchi
Vice President, Legal Affairs Department

_____ __, 2017

Forest Laboratories, Inc., now known as Forest Laboratories, LLC
Forest Research Institute, Inc.
Forest Pharmaceuticals, Inc.

_____
A. Robert D. Bailey
Vice President

_____ __, 2017

Plaintiffs' Negotiating Committee

_____
Christopher L. Coffin
Pendley, Baudin & Coffin LLP

_____ __, 2017

_____
Troy Rafferty
Levin Papantonio Thomas Mitchell Rafferty & Proctor, P.A.

_____ __, 2017

_____
Adam Slater
Mazie Slater Katz & Freeman LLC

_____ __, 2017

_____
Tara D. Sutton
Robins Kaplan LLP

_____ __, 2017

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: BENICAR (OLMESARTAN) PRODUCTS LIABILITY LITIGATION	)	MDL 2606
	)	JUDGE ROBERT B. KUGLER
THIS DOCUMENT RELATES TO ALL CASES	)	MAG. JUDGE JOEL SCHNEIDER

CASE MANAGEMENT ORDER NO. ____ REGARDING CENSUS OF CLAIMS

In the management of this litigation as the transferee District, it is necessary to have a more accurate census of the cases, as well as claims of putative plaintiffs, represented by Counsel with cases pending before this Court. To that end, this Order requires the registration of all cases and unfiled claims of putative plaintiffs who are represented by Counsel and who allege a personal injury as a result of the use of an Olmesartan Product. "Olmesartan Product" means a Product manufactured, distributed, marketed or sold by or for Daiichi Sankyo, Inc. containing the pro-drug olmesartan medoxomil, which is metabolized in the body to the active compound olmesartan, to include Benicar, Benicar HCT, Azor and Tribenzor.

This Order applies to all Counsel who represent one or more plaintiffs in this Multidistrict Litigation No. 2606 ("Plaintiffs").

The Court hereby orders the registration of claims as follows:

1. Primary Counsel, defined below, shall register all claims alleging a personal injury relating to Olmesartan Products, in which they have an Interest (as defined below in Paragraph 2), whether (a) pending in this proceeding, (b) pending in any other jurisdiction or tribunal in the United States, or (c) not yet filed in any jurisdiction. If a

case has been filed by one law firm, Primary Counsel shall be the Counsel of Record. If a case has been filed by more than one firm, the firms filing such a case shall designate one firm among them as Primary Counsel. All Counsel in this proceeding shall be responsible for ensuring that all claims relating to Olmesartan Products in which they have an Interest are registered by Primary Counsel in accordance with this Order, and shall coordinate with Primary Counsel to avoid submission of the same claim by multiple Primary Counsel.

2. Counsel shall be deemed to have an "Interest" in an Olmesartan Claim if Counsel: (a) has an engagement or retainer agreement with a person to represent that person in relation to Olmesartan Products; (b) is listed as the counsel of record for a Plaintiff in filed pleadings related to Olmesartan Products; or (c) has entered an appearance for a Plaintiff in any legal action related to Olmesartan Products.

3. Primary Counsel shall fully comply with this Order, and shall provide the information required by this Order completely and accurately, on or before 11:59 pm ET on August 25, 2017. The census submission from each Primary Counsel shall provide the information required current as of the time of the submission.

4. Primary Counsel shall register claims by using the online Registration function at www.OlmesartanProductLitigationSettlement.com, either by providing the information required by that function for each claim individually or by completing and uploading the Census Spreadsheet available at that website for this purpose. Primary Counsel shall not modify the format or fields required by the Census Spreadsheet. The Claims Administrator promptly shall make all registration information available to the Plaintiffs'

Negotiating Committee and Counsel for the Defendants in Adobe pdf format and Excel format.

5. When registering claims in accordance with this Order, Primary Counsel must certify, pursuant to 28 U.S.C. § 1746 and using the online function for this purpose, that all information provided to register claims is true, complete and correct, to the best of his or her knowledge. Submission of registration information under Paragraph 4 constitutes a representation to the Court that the information provided is true, complete and correct.

6. The Court expects all Counsel to comply with this Order. Failure to meet the requirements of this Order by the deadlines set herein may subject non-compliant Counsel, upon application to the Court by motion, to a show cause hearing as to why sanctions should not be entered.

THUS DONE AND SIGNED in Camden, New Jersey, this 1st day of August, 2017.

_____

HONORABLE ROBERT B. KUGLER
UNITED STATES DISTRICT COURT

NOTICE OF INTENT TO OPT IN FORM FOR FILED CLAIMS

INSTRUCTIONS

THIS FORM APPLIES TO ALL PLAINTIFFS WITH CLAIMS:

1. **PENDING IN ANY STATE OR FEDERAL COURT THAT WERE FILED ON OR BEFORE AUGUST 1, 2017; AND**
2. **ALLEGING AN INJURY RESULTING FROM THE USE COMMENCING PRIOR TO MAY 1, 2015 OF OLMESARTAN PRODUCTS.**

IF YOU WISH TO PARTICIPATE IN THE OLMESARTAN PRODUCTS RESOLUTION PROGRAM (the "Program") AND TO BE POTENTIALLY ELIGIBLE FOR AN AWARD UNDER THE PROGRAM, YOU MUST SUBMIT THIS FORM AS PART OF THE OPT IN PACKAGE FOR FILED CLAIMS ON OR BEFORE 11:59 p.m. ET ON SEPTEMBER 15, 2017 (UNLESS EXTENDED TO A LATER DATE PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT), IN ACCORDANCE WITH SUBMISSION INSTRUCTIONS PROVIDED BY THE CLAIMS ADMINISTRATOR. *SEE* WWW.OLMESARTANPRODUCTLITIGATIONSETTLEMENT.COM.

SAMPLE - Not For Actual Use

NOTICE OF INTENT TO OPT IN FORM FOR FILED CLAIMS

By timely submitting this form:

1. You agree to be bound by the terms of the Master Settlement Agreement and the jurisdiction of the Special Master and the MDL Court, or the New Jersey Coordinated Proceeding Court, as applicable, with regard to all matters pertaining to the Master Settlement Agreement and the Program contained therein. The Master Settlement Agreement is available for review at www.OlmesartanProductLitigationSettlement.com.
2. You acknowledge that upon your election to participate in the Program, Daiichi Sankyo shall be entitled to the dismissal of your pending case relating to Olmesartan Products injuries with prejudice, either by submission of the Stipulation of Dismissal submitted herewith, or upon motion to dismiss made to the Special Master, who will make recommendations to the court in which your case is pending. You acknowledge that upon your election to participate in the Program, Daiichi Sankyo shall be entitled to present the Release submitted herewith in any relevant action or proceeding.
3. You acknowledge that you will not be eligible for an award unless you also timely submit a completed Claim Package that meets the requirements set forth in the Master Settlement Agreement.
4. You acknowledge that appeals of determinations by the Claims Administrator as to whether you are eligible for payment and the amount of such payment under the terms of the Settlement Agreement will be resolved by the Special Master, and that the Special Master's decisions will be binding on you and the other parties.
5. By checking the box below and executing this form, you acknowledge that you have been fully advised of your rights under the Master Settlement Agreement and elect to participate in the Program, and that such election is irrevocable upon submission of this form.

☐ **I elect to participate in the Olmesartan Products Resolution Program.**

OLMESARTAN PRODUCT USER INFORMATION

Olmesartan Product User Name	Last	First	Middle
Product User Social Security Number	___ - ___ - ____		
Case Number and Jurisdiction (if filed on or prior to August 1, 2017)			
Address	Street		
	City	State / Zip / Country	
Telephone Number (if not represented by counsel): (____) _____-_____	**Email** (if not represented by counsel)**:** _____		
Information regarding Alleged Injury (check all that apply)	☐ **Sprue-Like Enteropathy ("SLE")** ☐ **Weight loss of more than 10% of pre-injury body weight or more than twelve (12) pounds attributable to the use of Olmesartan Products.**	☐ **Hospitalization of ten (10) days or more attributable to the use of Olmesartan Products**	
Product User Date of Birth (Month, Day, Year) ____/____/_____	**Date of Onset of Alleged Injury** (if currently known) **(Month/Day/Year)** ____/____/_____		
Date of Alleged First Olmesartan Products Usage (Month, Day, Year) ____/____/_____			

SAMPLE - Not For Actual Use

ATTORNEY INFORMATION (If Plaintiff is represented by Counsel)					
Attorney Name	Last		First		Middle
Firm Name					
Address	Street				
	City	State	Zip	Country	
Telephone Number	(_____) _____-_____	**Facsimile**	(_____) _____-_____		
Email					

CLAIMANT'S SIGNATURE **IMPORTANT: This form must be signed by Claimant (the Olmesartan Product User or the legal representative of a deceased or incapacitated Product User). If submitted online, an electronic signature is acceptable in accordance with the instructions of the Claims Administrator.**				
Signature			**Date**	_____/_____/_____ (month) (day) (year)
Printed Name	First	MI	Last	

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CLAIMANT

The individual asserting the primary claims herein is: (Check One)

☐ The alleged Olmesartan Product User;

☐ A person with legal authority to act in a representative capacity on behalf of the Product User or the Estate of a deceased Product User.

CLAIMANT'S COUNSEL (If none, check here: ☐)

Firm:	**Primary Counsel:**

IDENTIFICATION OF PRODUCT USER

Please identify the Olmesartan Product User, regardless of whether the claim is brought directly by the Product User or by a Representative:

Name			
Address	Street		
	City	State	Zip
Social Security Number	_____ **(Enter numbers only)**		

AUTHORIZED REPRESENTATIVE

IF the PRODUCT USER is (check one): ☐ Deceased or ☐ a Minor or ☐ Incapacitated/Other Bases, provide the following information to identify the Representative with the authority to act on Behalf of the Product User or the Product User's Estate.

Representative's Name	First	Middle	Last
Representative's Address	Street		
	City	State	Zip
Representative's Social Security Number	_____ **(Enter numbers only)**		

Describe Nature of Representative Capacity:_____

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DERIVATIVE CLAIMANT(S)

In consideration of the payments set forth in the MSA, Claimant and/or the Representative of Claimant/Claimant's Estate agrees to identify below all persons having or asserting the right to bring claims, including future claims, by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, including, in all cases where applicable, the Product User's spouse or surviving spouse, domestic partner or surviving domestic partner, and/or any derivative claimants named as plaintiffs in a lawsuit relating to the Product User's claims.

Name			
Relationship to Product User			
Address	Street		
	City	State	Zip
Social Security Number	|__|__|__|__|__|__|__|__|__| **(Enter numbers only)**		

Name			
Relationship to Product User			
Address	Street		
	City	State	Zip
Social Security Number	|__|__|__|__|__|__|__|__|__| **(Enter numbers only)**		

Name			
Relationship to Product User			
Address	Street		
	City	State	Zip
Social Security Number	|__|__|__|__|__|__|__|__|__| **(Enter numbers only)**		

SAMPLE - Not For Actual Use

RELEASE, INDEMNITY, AND ASSIGNMENT

THIS RELEASE, INDEMNITY, and ASSIGNMENT ("Release") is made and entered into on the date(s) signed below by: (1) the undersigned Claimant, or the undersigned authorized Representative of the Claimant or Claimant's Estate; and (2) any undersigned Derivative Claimant(s), as such terms are defined below.

I. RECITALS

WHEREAS a claim has been asserted by or on behalf of Claimant against Daiichi Sankyo, Inc., Daiichi Sankyo U.S. Holdings, Inc., and/or Daiichi Sankyo Co., Ltd. (collectively, "Daiichi Sankyo"), defendants Forest Laboratories, Inc., now known as Forest Laboratories, LLC, Forest Research Institute, Inc., and/or Forest Pharmaceuticals, Inc. (collectively "Forest") (collectively, "Defendants"), relating to Claimant's alleged use of Olmesartan Products;

WHEREAS the Defendants have denied and continue to deny any liability based on Claimant's claims, allegations and assertions; and

WHEREAS the parties have agreed to resolve fully all claims, differences and controversies by and between Claimant (and/or any Other Releasing Persons, as defined below) and the Defendants and the other Released Persons (as defined below) that exist, have existed or may exist in the future and that arise from, involve or relate to Claimant's alleged use of Olmesartan Products.

II. RELEASE

A. Complete and General Release, Covenant Not To Sue and Assignment.

1. **Claimants**. "Claimant" as used herein refers to the Olmesartan Products User by or on behalf of whom claims have been asserted, or may be asserted in the future (*i.e.*, wrongful death claims). To the extent this Release is executed by a Representative, such Representative represents and warrants that he/she is properly authorized by law to execute this Release on behalf of the Claimant or, if the Claimant is deceased, the Claimant's Estate. Such Representative of the Claimant and/or Claimant's Estate also executes this Release on behalf of himself/herself, individually, to the extent he/she is an "Other Releasing Person", as defined below.

2. **Claimant's Participation in Master Settlement Agreement.** Claimant acknowledges that he/she has elected to participate in a settlement described in the Master Settlement Agreement dated August 1, 2017 ("MSA") between Daiichi Sankyo and the Plaintiffs' Negotiating Committee, and that this Release is executed to implement obligations arising under that MSA. The definitions, terms and conditions of that MSA are hereby incorporated into this Release. Claimant acknowledges that he/she is bound by the MSA, and that the undertakings and releases by Claimant and/or Representative of the Claimant/Claimant's Estate and/or any Other Releasing Persons (as defined below) are provided for herein are made in consideration for participation in the Olmesartan Resolution Program. Claimant acknowledges and agrees to the allocation of the Settlement Funds described in the MSA and its appendices.

SAMPLE - Not For Actual Use

3. **Person.** The term "Person" as used herein shall mean 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.

4. **Other Releasing Persons**. The term "Other Releasing Persons" as used herein shall mean any and all Persons who have or assert any right to sue, including to bring a future wrongful death claim against, any of the Defendants and/or any other Released Persons, independently, derivatively or otherwise, by reason of their personal relationship with Claimant, and/or otherwise by, through or under, or otherwise in relation to, Claimant. Other Releasing Persons include, but are not limited to, all Derivative Claimants required to be named on this Release, Claimant's spouse, heirs, beneficiaries, surviving spouse (including, but not limited to, a putative or common law spouse), surviving domestic partner and/or next of kin, if any. Claimant and/or the Representative of Claimant/Claimant's Estate acknowledges his/her obligation to identify all persons having or asserting the right to bring claims by reason of their relationship with the Product User, including, without limitation, any future wrongful death claim of the Product User's representatives or heirs, concerning the Product User's alleged use of Olmesartan Products.

5. **Released Persons.** The term "Released Persons" as used herein shall mean:

   (a) Daiichi Sankyo, Inc., Daiichi Sankyo U.S. Holdings, Inc., Daiichi Sankyo Co., Ltd., Forest Laboratories, Inc., now known as Forest Laboratories, LLC, Forest Research Institute, Inc., Forest Pharmaceuticals, Inc., and/or other named defendants;

   (b) Any and all past or present suppliers or manufacturers of materials, components, and services used in the manufacture of Olmesartan Products, including the labeling and packaging thereof;

   (c) Any and all past or present distributors of Olmesartan Products, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of Olmesartan Products, and sale representatives;

   (d) 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 Olmesartan Products, all health care providers who prescribed Olmesartan Products for any Claimant, all pharmacists and pharmacies who dispensed Olmesartan Products to any Claimant;

   (e) Any direct or indirect parent company, subsidiary, affiliate, sister entity, shareholder, predecessor or successor of any of the Released Persons identified in subparagraphs (a)-(d) above.

   (f) Any other Person against whom Claimant has asserted or could attempt to assert any claim, liability, or right to payment arising out of or related in any way to Claimant's alleged use of Olmesartan Products, whether as a joint tortfeasor or otherwise, under any theory of law or equity, including

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any person or entity named as a defendant in any pending litigation relating to Olmesartan Products;

(g) Any attorney, law firm, and its employees representing the Defendants or other Released Persons in regard to Claimant's alleged use of Olmesartan Products and Claimant's asserted claims against the Defendants or other Released Persons;

(h) Any insurer of any of the Persons identified in subparagraphs (a)-(g) above in its capacity as such (and any reinsurer of such insurer in its capacity as such) and their affiliates; and

(i) Any past, present or future officers, directors, board members, attorneys, employees and/or shareholders, and past, present and future parent companies, subsidiaries, affiliates, controlling persons, suppliers, vendors, distributors, contractors, agents, assigns, servants, counsel, and insurers of any of the Released Persons identified in subparagraphs (a)-(h) 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).

6. **Settled Claims.** The term "Settled Claims" shall mean 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, including any future wrongful death claim, 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 Olmesartan Products, alone or in combination with any other substance, or any other transaction between Claimant and Released Persons relating to Claimant's alleged use of Olmesartan 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, including any future wrongful death claim, 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 Claimant may attempt to assert against any attorney, law firm, or its employees as it relates to their representation of the Defendants and/or other Released Persons in connection with this settlement or the defense of the Defendants and/or other Released Persons as that defense relates to Olmesartan Products-related claims asserted by any plaintiff or claimant, including Claimant. These "Settled Claims" include, without limitation and by way of example, all Olmesartan 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;

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(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, domestic partners, 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; and

(j) Spoliation causes of action, whether negligent, intentional or otherwise.

7. **Released Claims.** Claimant on his/her own behalf, or through Claimant's Representative or the Representative of Claimant's Estate, and any Other Releasing Persons, individually and for their heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, release and forever discharge the Released Persons from all Settled Claims, as defined above, and further agree and covenant not to sue Released Persons for any Settled Claims. All releases, warranties, representations, covenants, assignments, promises and agreements of any kind made in this Release by Claimant, and/or on behalf of Claimant or Claimant's estate, are also made on behalf of each and every Other Releasing Person. The scope of this Release is intended to include any liability whatsoever that:

(a) Arises directly or indirectly out of or is in any manner related to any alleged defect in Olmesartan Products or the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of Olmesartan Products;

(b) Arises directly or indirectly from the actions of Released Persons or any other Person involved in the manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of Olmesartan Products and from the actions of any person affiliated with or representing the Released Persons;

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(c) Arises directly or indirectly out of or is in any manner related to any alleged representations, promises, statements, warranties (express or implied) or guarantees given and made by any of the Released Persons or anyone affiliated with any Released Person in connection with Olmesartan Products;

(d) Arises directly or indirectly out of or is in any manner related to Claimant's alleged use of Olmesartan Products, and any injuries or damages resulting directly or indirectly therefrom;

(e) Arises directly or indirectly out of or is in any manner related to Claimant's alleged use of Olmesartan Products, or any injuries and losses to Claimant, without limitation, including those injuries or losses to Claimant that may hereafter develop or become known;

(f) Arises directly or indirectly out of or is in any manner related to any of the matters, occurrences or transactions which could have been asserted in connection with Claimant's alleged use of Olmesartan Products, including, without limitation, any and all claims for relief and damages; and

(g) Arises directly or indirectly out of or is in any manner related to this settlement, including negotiation, of Claimant's claims.

8. **UNKNOWN FACTS.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS RELEASE IS INTENDED TO AND DOES 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. IT IS ALSO UNDERSTOOD AND AGREED THAT FACTS DIFFERENT FROM, OR IN ADDITION TO, THOSE WHICH ARE NOW KNOWN TO BE, OR BELIEVED TO BE TRUE MAY BE DISCOVERED WITH RESPECT TO OLMESARTAN PRODUCTS, THE RELEASED CLAIMS, AND THE RELEASED PERSONS' ACTIVITIES AS THEY RELATE TO OLMESARTAN PRODUCTS. IT IS ALSO UNDERSTOOD AND AGREED THAT FACTS DIFFERENT FROM, OR IN ADDITION TO, THOSE WHICH ARE NOW KNOWN TO BE, OR BELIEVED TO BE TRUE MAY BE DISCOVERED WITH RESPECT TO CLAIMANT'S ALLEGED INJURIES, LOSSES AND CLAIMS, INCLUDING, BUT NOT LIMITED TO RECURRENCES AND/OR FUTURE COMPLICATIONS, DEATH, OR OTHER INJURIES RELATING TO THE ALLEGED INJURY. IT IS UNDERSTOOD AND AGREED THAT THIS RELEASE, AND THE SPECIFIC RELEASES CONTAINED HEREIN, SHALL BE AND REMAIN EFFECTIVE IN ALL RESPECTS, NOTWITHSTANDING SUCH DIFFERENT OR ADDITIONAL FACTS AND THE SUBSEQUENT DISCOVERY THEREOF. CLAIMANT, AND/OR THE REPRESENTATIVE OF THE CLAIMANT AND/OR THE OTHER RELEASING PERSONS EXPRESSLY WAIVE ANY AND ALL RIGHTS 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 ARE NOT KNOWN OR SUSPECTED TO EXIST AT THE TIME OF THE RELEASE. SPECIFICALLY, THE CLAIMANT AND/OR THE REPRESENTATIVE OF THE CLAIMANT

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AND/OR THE OTHER RELEASING PERSONS ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THE CLAIMANT'S ATTORNEYS CONCERNING, AND ARE FAMILIAR WITH, THE CALIFORNIA CIVIL CODE SECTION 1542, AND 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.

9. **Applicability.** The releases herein are specifically intended to operate and be applicable even if it is alleged, charged, or proven that some or all of the claims or damages released are caused in whole or in part by the negligence, negligence per se, gross negligence, breach of warranty, violation of statute or common law, defective product, malice, or conduct of any type by any of the Released Persons, Claimant, or anyone else.

10. **Assignment.** Any and all claims or damages directly or indirectly arising from or in connection with any of the allegations made or that might have been made arising from or relating to Claimant's alleged use of Olmesartan Products and any other claims which were or could have been raised are hereby assigned in full to the Released Persons.

B. **Indemnification.** In consideration of the payments set forth in the MSA, and pursuant to the obligation of Claimant and/or the Representative of Claimant/Claimant's Estate to identify all persons having or asserting the right to bring claims by reason of their relationship with the Product User, including, without limitation, any future wrongful death claim of the Product User's representatives or heirs, concerning the Product User's alleged use of Olmesartan Products, Claimant and/or the Representative of Claimant/Claimant's Estate agrees to hereby bind Claimant's heirs, personal representatives, successors, and assigns and to indemnify, repay and hold harmless the Released Persons from any claim or judgment, including any multiple damages (including double damages) and any future wrongful death claim, against Released Persons by any spouse, surviving spouse, former spouse, parent, child or other relatives of Claimant, domestic partners, "significant others," or any other person or entity (including federal or state governments, agencies thereof, or entities operating under any contract with any such federal or state government, agency, or entity), arising from or related to Claimant's alleged use of Olmesartan Products.

C. **Execution of Further Documents.** To the extent necessary to effectuate the release of all Settled Claims against the Released Persons, and their heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, Daiichi Sankyo, as may be required under state law applicable to a particular Claimant and/or Claimant's Estate, the undersigned may be require to supplement this Release with such other and further documents as may be required to effectuate its purpose, including but not limited to releases executed by the Claimant's heirs. If so required by Daiichi Sankyo, in its discretion, such other and further effectuating documents must be submitted to the Claims Administrator prior to the payment of any Settlement Payment(s) under the MSA's terms. Likewise, if the Claimant should die or become incapacitated prior to the release of any funds, and a representative is appointed for such Claimant, Daiichi Sankyo 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) under the Terms of the MSA.

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D. **No Admission of Liability.** Claimant understands and acknowledges that nothing contained in this Release, any documents being executed and delivered pursuant to this Release, nor any actions taken in furtherance of this Release, shall constitute or be deemed or construed as an admission of liability or wrongdoing or of any position whatsoever in connection with any matters relating to Claimant's alleged use of Olmesartan Products or otherwise. Claimant acknowledges that Released Persons expressly deny any liability relating to Olmesartan Products for claims as asserted by Claimant or as may be asserted by Claimant.

E. **Construction of Release.** This Release shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of New Jersey. The terms of this Release have been negotiated by attorneys for the Released Persons and the claimants and the language of the Release shall not be construed in favor of or against anyone. The headings used herein are for reference only and shall not affect the construction of this Release.

F. **Entire Agreement.** This Release and the MSA constitute the complete and entire agreement of the Parties with respect to the subject matter thereof. This Release 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 Release are intended to be discharged and nullified. In any dispute involving the Release, no signatory shall introduce evidence of or seek to compel testimony concerning any oral or written communication made prior to the Execution Date of the MSA or the date of execution of this Release with respect to the negotiation and preparation of the Release. Any change, modification, deletion or addition to this Release must be agreed to by all Parties and in writing and executed with the same formalities as this Release.

G. **Governing Law.** The provisions of this Release will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. In the event of a dispute involving this Release, the parties irrevocably agree that venue for any such dispute shall lie in the United States District Court for New Jersey (Camden Division), before the Honorable Robert B. Kugler, United States District Judge, or if such court does not have jurisdiction, in the Superior Court of New Jersey, Law Division: Atlantic County, before the Honorable Nelson C. Johnson, J.S.C.

H. **Severability.**

1. To the fullest extent permitted by applicable law, the undersigned waive any provision of law (including the common law), which renders any provision of this Release invalid, illegal or unenforceable in any respect.

2. Any provision of this Release 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))

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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, the undersigned and Daiichi Sankyo shall negotiate in good faith to modify this Release so as to effect the original intent as closely as possible to the fullest extent permitted by applicable law. Nothing in this Paragraph H.2 is intended to, or shall, limit (1) Paragraph H.1 or (2) the intended effect of Paragraph G.

I. **Confidentiality.** Neither this Release, nor any of its terms, nor any information, regardless of its format or medium, arising out of, or in any way related to, the Settled Claims, nor the amount of any settlement payments received by Claimant in connection with the Olmesartan Products Resolution Program, nor any and all facts, information, knowledge, documents, investigation, discovery, compilations, data, testimony, reports, interrogatory answers, admissions, and/or depositions, whether developed, discovered, created, authored, originated, and/or received from the Released persons, their agents, experts, and/or attorneys, or developed, discovered, created, authored, and/or originated by Claimant's attorneys, or any of them, their efforts, or their agents' or experts' work or efforts, shall be disclosed by Claimant or by any Other Releasing Persons hereto, including their agents, experts, and/or attorneys, to any person, and shall not be made the subject of discovery, referred to, argued, or introduced into evidence in any other action or proceeding, for any purpose. However, the terms of this Release may be disclosed: (1) as required by law; (2) as required by court order; (3) to Claimant's counsel, accountants, and/or tax and investment advisors; (4) in any action or proceeding between the Parties herein or their attorneys where the existence, enforcement, or terms of the Agreement are at issue; or (5) by written agreement of the Parties hereto. If this Agreement or its terms become the subject of potential disclosure pursuant to subparagraphs (1) or (2) above, the party against whom the discovery is sought, and who will disclose such information shall give sufficient prior written notice thereof of the circumstances to the Released Persons in order to enable such interested Released Persons to file a motion to quash, seek a protective order, or take any other steps to protect the confidentiality of the matters or material to be disclosed. Said notice shall be provided pursuant to the provision below specifying to whom and the manner that such notice shall be provided.

J. **Warranty of Capacity to Execute Agreement.** Claimant, the Other Releasing Persons, and their respective undersigned attorneys and their firms, represent and warrant that:

1. Claimant and the Other Releasing Persons have the right and authority to execute this Release;

2. Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations and causes of action referred to in this Release; and

3. There are no other persons or entities, including governmental entities, who now have or may hereafter acquire the rights of Claimant to proceed against the Released Persons on any action, claim, demand, cause of action or controversy, including any future wrongful death claims, arising out of or relating in any

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manner whatsoever to Claimant's alleged injuries, losses, and any of the claims, demands, obligations and causes of action referred to in this Release.

K. **Opportunity to Consult with Counsel.** If represented by counsel, such Counsel, the Claimant, any Representative of Claimant/Claimant's Estate, and the Other Releasing Persons acknowledge and represents that they have had the opportunity to confer with counsel of their choice, and to ask questions about the terms of this Release, and that counsel has answered Claimant's questions and explained the settlement and this Release to their satisfaction.

L. **Acknowledgments.** The undersigned declare and acknowledge that they have read and understand the terms of this Release, and that he/she executes this Release voluntarily after consultation with her attorneys and without being induced, pressured or unduly influenced by any unwritten statement or representation made by any person acting on behalf of the Defendants, the Released Persons, or anyone else.

M. **Agreement May Be Executed in Counterparts.** This Release may be executed in counterparts, which together shall constitute a fully executed original.

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SIGNATURE BY CLAIMANT or REPRESENTATIVE CLAIMANT (If Claimant is Deceased, a Minor, or Incapacitated)	
Signature by Claimant or Representative Claimant:	
Date of Signature:	_____/_____/_____ (month) (day) (year)
NOTARIZATION	
BEFORE ME, the undersigned authority, the Person known to be the Program Participant named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that he/he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.	
Signature by Notary:	
Notary Public in and for the State or Jurisdiction:	
Date Notary Commission Expires	_____/_____/_____ (month) (day) (year)
	☐ Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.
Place Notary Seal or Stamp in this Space:	
	Notary: ☐ Check here if your jurisdiction does not require a seal or stamp.
SIGNATURE BY COUNSEL FOR CLAIMANT/REPRESENTATIVE CLAIMANT	
Signature by Counsel for Claimant/Representative Claimant, individually and as authorized agent of Claimant/Representative Claimant:	
Date of Signature:	_____/_____/_____ (month) (day) (year)

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SIGNATURE AND AGREEMENT BY DERIVATIVE CLAIMANT

Must be executed by all persons having or asserting the right to bring claims, including future claims, by reason of their relationship with the Product User concerning the Product User's alleged use of Olmesartan Products, including, in all cases where applicable, the Product User's spouse or surviving spouse, domestic partner or surviving domestic partner, and/or any derivative claimants named as plaintiffs in a lawsuit relating to the Product User's claims.

I am a person having or asserting the right to sue, including the right to bring any future claims, against the Released Persons by reason of my relationship with Claimant (or, if Claimant is a legal representative of a Olmesartan Products User, such Olmesartan Products User). I hereby enter into the Release to which this signature page is attached and agree to be bound by all of the terms of the MSA and Release (and, without limitation, hereby give and make all releases, waivers, acknowledgements, agreements, representations and warranties therein) on the same basis as Claimant set forth therein (including, but not limited to, all joint and several indemnification obligations set forth therein). This agreement is effective as of the date set forth beneath my name below.

Signature of Derivative Claimant:	
Date of Signature:	_____/_____/_____ (month) (day) (year)

NOTARIZATION

BEFORE ME, the undersigned authority, the Person known to be the Derivative Claimant named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that he/he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.

Signature by Notary:	
Notary Public in and for the State or Jurisdiction:	
Date Notary Commission Expires	_____/_____/_____ (month) (day) (year) ☐ Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.
Place Notary Seal or Stamp in this Space:	Notary: ☐ Check here if your jurisdiction does not require a seal or stamp.

SIGNATURE BY COUNSEL FOR DERIVATIVE CLAIMANT

Signature by Counsel, individually and as authorized agent of Derivative Claimant:	
Date of Signature:	_____/_____/_____ (month) (day) (year)

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: BENICAR (OLMESARTAN) PRODUCTS LIABILITY LITIGATION	)	MDL No. 1:15-md-2606
This applies to:	)	**STIPULATION OF DISMISSAL**
_____ v. _____, *et al.*	)	
_____, Plaintiff,	)	Case No.: _____-cv-_____-RBK-JS
-v-	)	
_____, ET AL., Defendants.	)	

STIPULATION OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), that the above-captioned case be dismissed with prejudice, each party to bear its own costs.

IT IS SO STIPULATED:

By: */s/* _____
[Attorney Name]
[Address, phone, email]
Attorneys for Plaintiff

Dated:

/s/ Susan M. Sharko
Susan M. Sharko
DRINKER BIDDLE & REATH LLP
600 Campus Drive
Florham Park, New Jersey 07932-1047
Telephone: (973) 549-7000
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Phone: (973) 549-7000
Fax: (973) 360-9831
Attorneys for Defendants Daiichi Sankyo, Inc., Daiichi Sankyo U.S. Holdings, Inc. Daiichi Sankyo, Ltd., Forest Laboratories, Inc. and Forest Pharmaceuticals.

_____, Plaintiff, v. _____, Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: ATLANTIC COUNTY MCL CASE NO. 299 DOCKET NO. ATL-L-_____ CIVIL ACTION **STIPULATION OF DISMISSAL WITH PREJUDICE**

IT IS HEREBY STIPULATED and agreed that Plaintiff's Complaint be and hereby is dismissed in its entirety, with prejudice and without costs.

[Plaintiff Counsel Firm]
Attorneys for Plaintiff

Dated: _____ _____
[Plaintiff Counsel Name]

DRINKER BIDDLE & REATH
Attorneys for Defendants

Dated: _____ _____
Susan M. Sharko

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: BENICAR (OLMESARTAN) PRODUCTS LIABILITY LITIGATION	MDL 2606
	JUDGE ROBERT B. KUGLER
THIS DOCUMENT RELATES TO ALL CASES	MAG. JUDGE JOEL SCHNEIDER

CASE MANAGEMENT ORDER NO. ____ REGARDING SETTLEMENT AGREEMENT AND DEADLINES

This Court is advised that defendants Daiichi Sankyo, Inc., Daiichi Sankyo U.S. Holdings Company, Daiichi Sankyo Co. Ltd. (collectively, "Daiichi Sankyo"), defendants Forest Laboratories, Inc., now known as Forest Laboratories, LLC, Forest Research Institute, Inc., and Forest Pharmaceuticals, Inc. (collectively "Forest") (Daiichi Sankyo and Forest, collectively "Defendants") and a committee of plaintiffs' counsel ("Plaintiffs' Negotiating Committee" or "PNC") have negotiated a Master Settlement Agreement ("Agreement") to resolve claims against the Defendants involving certain injuries alleged to have resulted from the use on or prior to May 1, 2015 by claimants of Olmesartan Products (including the medications Benicar, Benicar HCT, Azor and Tribenzor).

The Agreement, which will be made available online at www.OlmesartanProductLitigationSettlement.com, is a private settlement agreement to establish a program (the "Olmesartan Products Resolution Program" or "Program") for the settlement of cases alleging a personal injury, pending as of August 1, 2017, in this MDL No. 2606, in other federal courts but not yet transferred into MDL No. 2606 ("Other Federal Court Cases"), in the New Jersey Coordinated Proceeding ("New Jersey Coordinated Cases"), or in any state court ("Other State Court Cases"), and any unfiled claims for which there is no case pending against

Defendants in federal or state court on or before August 1, 2017, but for which claimants provide notice to Defendants and the PNC in accordance with the terms of the Agreement, in which claimant alleges the use of Olmesartan Products on or prior to May 1, 2015, and an injury resulting from the use of such Olmesartan Products, provided that such claimants with unfiled claims must have signed a retainer agreement with an attorney for legal representation relating to that claim on or before 11:59 pm Eastern Daylight Time on August 23, 2017 ("Unfiled Claims").

I. AUTHORITY OF COURT TO OVERSEE SETTLEMENT

This Court has authority to enter Orders establishing time frames for the completion of acts defined in the Agreement. Fed. R. Civ. P. 16(a)(5), (d); *see also In re Vioxx Prods. Liab. Litig.*, 650 F. Supp. 2d 549, 553 (E.D. La. 2009). The instructions herein are to be construed as the orders of this Court.

II. NOTICE TO MDL PLAINTIFFS

All plaintiffs with cases pending in MDL No. 2606 on the date of the entry of this Order shall be given notice of this Order and of the Agreement.

III. CASE MANAGEMENT ORDER REGARDING CENSUS OF CLAIMS

As defined in this Court's Case Management Order Regarding Census of Claims, on or before August 25, 2017, responses shall be served to provide the required Census of all filed and unfiled claims in which Primary Counsel has an Interest, as those terms are defined in that Order.

IV. ENROLLMENT OF PLAINTIFFS WITH PENDING CLAIMS

Under the terms of the Agreement establishing the Olmesartan Products Resolution Program, Plaintiffs with claims pending in this MDL No. 2606, Other Federal Court Cases, New Jersey Coordinated Cases, or Other State Court Cases on or prior to August 1, 2017 who allege an injury resulting from the use of Olmesartan Products taken by such plaintiffs on or prior to May 1, 2015 (collectively, "Eligible Plaintiffs") are permitted to enroll in, and be bound by the

terms of, the Olmesartan Products Resolution Program. Plaintiffs with cases that were dismissed with prejudice on or prior to August 1, 2017 are not Eligible Plaintiffs. Eligible Plaintiffs who intend to participate in the Olmesartan Products Resolution Program must submit an "Opt In Package for Filed Claims," which includes a "Notice of Intent to Opt In Form for Filed Claims," a Stipulation of Dismissal of the plaintiff's pending claim, and a Release of Claims in the form attached to the agreement, by the "Opt-In Deadline" set forth in this Order (and extended as applicable under the terms of the Agreement).

Pursuant to the terms of the Agreement, Eligible Plaintiffs who elect to enroll in the Program and submit an Opt In Package for Filed Claims must submit a complete Claim Package, as detailed in the Agreement, by the Claim Package Deadline (which may be extended as appropriate to the Cure Deadline) to be eligible to be considered for an award under the Olmesartan Products Resolution Program. Enrollment in the Program is irrevocable, and the claims of Eligible Plaintiffs who submit Opt In Package for Filed Claims, but who do not timely submit a complete Claim Package, will not be eligible to receive any compensation under the Program and such Plaintiffs' cases will be dismissed with prejudice with the filing of the Stipulation of Dismissal submitted with the Opt In Package for Filed Claims, or subject to dismissal with prejudice by a motion by Defendants for dismissal with prejudice.

Each judge presiding over the claims of such Eligible Plaintiffs shall retain jurisdiction over those cases, including jurisdiction over the termination of Plaintiffs' rights to sue Defendants in those cases.

V. ENROLLMENT OF UNFILED CLAIMS

As set forth in the Agreement, any person who alleges an injury occurring in the United States on or prior to August 1, 2017 resulting from the use of Olmesartan Products taken by such

person on or prior to May 1, 2015, and who retained counsel for legal representation relating to such alleged injury on or prior to 11:59 pm Eastern Daylight Time on August 23, 2017, but who did not have a case pending against Defendants in state or federal court on or before August 1, 2017, shall be eligible for participation in the Olmesartan Products Resolution Program upon timely submission to Daiichi Sankyo of an "Opt In Package for Unfiled Claims" Agreement ("Unfiled Claimants"). As detailed in the Agreement, the Opt In Package for Unfiled Claims must include: (i) a notification of the claimant's unfiled claim and intent to opt in to the Program ("Notice of Intent to Opt In Form for Unfiled Claims"), (ii) a declaration signed by 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 prior to 11:59 pm Eastern Daylight Time on August 23, 2017, for legal representation of said claimant relating to an injury allegedly resulting from the use of Olmesartan Products ("Declaration of Counsel"), and (iii) a Release of Claims in the form attached to the Agreement. Opt In Packages for Unfiled Claims must be submitted by the "Opt In Deadline" set forth in this Order (and extended as applicable under the terms of the Agreement).

All Unfiled Claimants (as defined above and set forth in the terms of the Agreement) who timely submit an Opt In Package for Unfiled Claims pursuant to the Agreement are enrolled in, and bound by the terms of, the Olmesartan Products Resolution Program. Under the terms of the Agreement, Unfiled Claimants enrolled in the Program must submit a complete Claim Package, as detailed in the Agreement by the Claim Package Deadline (which may be extended as may be appropriate to the Cure Deadline) to be eligible to be considered for an award under the Olmesartan Products Resolution Program.

Pursuant to the terms of the Agreement, **e**nrollment in the Program is irrevocable, and Unfiled Claimants who do not timely submit a complete Claim Package will not be eligible to receive any compensation under the Program.

VI. OLMESARTAN PRODUCTS RESOLUTION PROGRAM DEADLINES

11:59 p.m. E.T. on August 25, 2017 (the "Census Order Deadline")	Date by which Primary Counsel shall serve responses regarding filed and unfiled claims in accordance with this Court's Case Management Order Regarding Census of Claims.
11:59 p.m. E.T. on September 15, 2017 (the "Opt In Deadline")	Date by which Eligible Plaintiffs and Unfiled Claimants may elect to participate in the Olmesartan Products Resolution Program by submitting the Opt In Package for Filed Claims or the Opt In Package for Unfiled Claims, as applicable, pursuant to the terms of the Agreement. This date may be further extended by written agreement of the PNC and Defendants.
11:59 p.m. E.T. on the thirtieth (30th day) following the last day of the final Opt-In Deadline attributable to any Program Participant (the "Effective Date")	Date by which Daiichi Sankyo may exercise its termination right under the Agreement. If Daiichi Sankyo's termination right under the Agreement expires without previously having been exercised, this date shall become the Effective Date of the Agreement.
11:59 p.m. E.T. on the thirtieth (30th) day following the Effective Date (the "Claim Package Deadline")	Date by which Olmesartan Products Resolution Program Participants may submit Claim Packages seeking an award under the Olmesartan Products Resolution Program.
Thirty (30) days after Notice sent by Claims Administrator notifying of Claims Package deficiencies (the "Cure Deadline")	Date by which an Olmesartan Products Resolution Program Participant must cure deficiencies in his or her Claim Package.

VII. FORM SUBMISSION

Notice of Intent to Opt In Packages for Filed Claims, Opt In Packages for Unfiled Claims and Claim Packages must be submitted online at www.OlmesartanProductLitigationSettlement.com, in accordance with instructions provided therein by the Claims Administrator. Counsel and Claimants shall use the forms provided by the Claims Administrator to submit Enrollment and Claim Package materials and shall not attempt to use any of the sample forms attached as appendices to the Master Settlement Agreement or any other form/method of submission. Submissions not made in accordance with the instructions of the Claims Administrator will not be accepted.

VIII. APPOINTMENT OF SPECIAL MASTER

The Court, by this Order, appoints Judge Marina Corodemus to serve as Special Master under the terms of Agreement, and directs that all applications to dismiss claims for a failure to comply with the terms of the Agreement shall be heard by Judge Corodemus, who shall make a recommendation to this Court on the resolution of any motions specified in this Agreement.

THUS DONE AND SIGNED in Camden, New Jersey, this 1st day of August, 2017.

_____

HONORABLE ROBERT B. KUGLER
UNITED STATES DISTRICT COURT

NOTICE OF INTENT TO OPT IN FORM FOR UNFILED CLAIMS

INSTRUCTIONS

THIS FORM APPLIES TO INDIVIDUALS:

1. **WHO ALLEGE AN INJURY RESULTING FROM THE USE COMMENCING PRIOR TO MAY 1, 2015 OF OLMESARTAN PRODUCTS IN THE UNITED STATES,**
2. **WHO HAD ALSO SIGNED A RETAINER AGREEMENT WITH AN ATTORNEY OR LAW FIRM PRIOR TO 11:59 P.M. ET ON AUGUST 23, 2017 FOR LEGAL REPRESENTATION OF SAID INDIVIDUAL RELATING TO THE INJURY ALLEGEDLY RESULTING FROM THE USE OF OLMESARTAN PRODUCTS;**
3. **BUT WHO DID NOT HAVE A LEGAL CASE RELATING TO OLMESARTAN PRODUCTS PENDING IN STATE OR FEDERAL COURT ON OR BEFORE AUGUST 1, 2017.**

IF YOU WISH TO PARTICIPATE IN THE OLMESARTAN PRODUCTS RESOLUTION PROGRAM (the "Program") AND TO BE POTENTIALLY ELIGIBLE FOR AN AWARD UNDER THE PROGRAM, YOU MUST SUBMIT THIS FORM AS PART OF THE OPT IN PACKAGE FOR UNFILED CLAIMS ON OR BEFORE 11:59 p.m. ET SEPTEMBER 15, 2017 (UNLESS EXTENDED TO A LATER DATE PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT), IN ACCORDANCE WITH SUBMISSION INSTRUCTIONS PROVIDED BY THE CLAIMS ADMINISTRATOR. *SEE* WWW. OLMESARTANPRODUCTLITIGATIONSETTLEMENT.COM.

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NOTICE OF INTENT TO OPT IN FORM FOR UNFILED CLAIMS

By timely submitting this form:

1. You agree to be bound by the terms of the Master Settlement Agreement and the jurisdiction of the Special Master and the MDL Court, or the New Jersey Coordinated Proceeding Court if the MDL Court is determined not to have jurisdiction, with regard to all matters pertaining to the Master Settlement Agreement and the Program contained therein. The Master Settlement Agreement is available for review at www.OlmesartanProductLitigationSettlement.com.
2. You acknowledge that upon your election to participate in the Program, Daiichi Sankyo shall be entitled to present the Release submitted herewith in any relevant action or proceeding.
3. You acknowledge that you will not be eligible for an award unless you also timely submit a completed Claim Package that meets the requirements set forth in the Master Settlement Agreement.
4. You acknowledge that appeals of determinations by the Claims Administrator as to whether you are eligible for payment and the amount of such payment under the terms of the Settlement Agreement will be resolved by the Special Master, and that the Special Master's decisions will be binding on you and the other parties.
5. By checking the box below and executing this form, you acknowledge that you have been fully advised of your rights under the Master Settlement Agreement and elect to participate in the Program, and that such election is irrevocable upon submission of this form.

☐ **I elect to participate in the Olmesartan Products Resolution Program.**

OLMESARTAN PRODUCT USER INFORMATION

Olmesartan Product User Name	Last	First	Middle
Product User Social Security Number	|___|___|___| - |___|___| - |___|___|___|___|		
Address	Street		
	City	State / Zip / Country	
Information regarding Alleged Injury (check all that apply)	☐ **Sprue-Like Enteropathy ("SLE")** ☐ **Weight loss of more than 10% of pre-injury body weight or more than twelve (12) pounds attributable to the use of Olmesartan Products.**	☐ **Hospitalization of ten (10) days or more attributable to the use of Olmesartan Products**	

Product User Date of Birth **(Month, Day, Year)** ____/____/_____	**Date of Onset of Alleged Injury** (if currently known) **(Month/Day/Year)** ____/____/_____
Date of Alleged First Olmesartan Products Usage **(Month, Day, Year)** ____/____/_____	

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ATTORNEY INFORMATION				
Attorney Name	Last	First		Middle
Firm Name				
Address	Street			
	City	State	Zip	Country
Telephone Number	(_____) _____-_____	**Facsimile**	(_____) _____-_____	
Email				

CLAIMANT'S SIGNATURE **IMPORTANT: This form must be signed by Claimant (the Olmesartan Product User or the legal representative of a deceased or incapacitated Product User). If submitted online, an electronic signature is acceptable in accordance with the instructions of the Claims Administrator.**				
Signature			**Date**	_____/_____/_____ (month) (day) (year)
Printed Name	First	MI	Last	

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DECLARATION OF COUNSEL

INSTRUCTIONS

THIS FORM MUST BE EXECUTED BY COUNSEL FOR:

1. INDIVIDUALS WHO DID NOT HAVE A LEGAL CASE RELATING TO OLMESARTAN PRODUCTS PENDING IN STATE OR FEDERAL COURT ON THE EXECUTION DATE;
2. BUT WHO ARE ELIGIBLE TO AND ELECT TO PARTICIPATE IN THE OLMESARTAN PRODUCTS RESOLUTION PROGRAM (the "Program") BY SUBMITTING A NOTICE OF INTENT TO OPT IN FORM FOR UNFILED CLAIMS PURSUANT TO THE PROGRAM.

THIS DECLARATION FORM MUST BE COMPLETED AND SIGNED BY THE ATTORNEY REPRESENTING SUCH INDIVIDUAL IN CONNECTION WITH HIS OR HER OLMESARTAN PRODUCTS INJURY CLAIM.

THIS DECLARATION MUST BE SUBMITTED AS PART OF THE OPT IN PACKAGE FOR UNFILED CLAIMS, ON OR BEFORE 11:59 p.m. ET ON SEPTEMBER 15, 2017 (UNLESS EXTENDED TO A LATER DATE PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT), IN ACCORDANCE WITH SUBMISSION INSTRUCTIONS PROVIDED BY THE CLAIMS ADMINISTRATOR.

***SEE* WWW.OLMESARTANPRODUCTLITIGATIONSETTLEMENT.COM.**

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DECLARATION OF COUNSEL

I, _____, hereby certify as follows:

I am an attorney in good standing who is admitted to practice law in the State of _____.

I hereby certify that a retainer letter was executed with me or with my law firm by the Olmesartan Product User identified below, and/or by the legal representative of such Olmesartan Product User prior to 11:59 p.m. ET on August 23, 2017 for legal representation relating to an injury allegedly resulting from the use of Olmesartan Products.

OLMESARTAN PRODUCT USER AND/OR REPRESENTATIVE CLAIMANT INFORMATION

Olmesartan Product User Name	Last	First	Middle
Legal Representative of Olmesartan Product User (if applicable)	Last	First	Middle

ATTORNEY INFORMATION

Attorney Name	Last	First	Middle		
Firm Name					
Address	Street				
	City	State	Zip	Country	
Telephone Number	(_____) _____-_____	**Facsimile**	(_____) _____-_____		
Email					

ATTORNEY CERTIFICATION AND SIGNATURE

I certify under penalty of perjury under the laws the United States that the foregoing is true and correct.

Signature		**Date**	_____/_____/_____ (month) (day) (year)
Printed Name	First MI	Last	

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OLMESARTAN PRODUCTS RESOLUTION PROGRAM CLAIM FORM

INSTRUCTIONS

The Claim Package, including a completed copy of this Claim Form, must be submitted no later than the Claim Package Deadline for all Claimants, including unrepresented (*pro se*) Claimants, in the Olmesartan Products Resolution Program (the "Program") outlined in the Master Settlement Agreement of August 1, 2017 (the "Agreement" or "MSA").

Counsel for Claimants may complete this Claim Form, but the Claimant must sign the Certification and Authorization in Section VII. All *Pro Se* Claimants must complete this Claim Form in its entirety.

I.A. Olmesartan Product User

1. Olmesartan Product User Name	Last	First	Middle	
2. Social Security Number	_____ - _____ - _____	**3. Date of Birth**	_____/_____/_____ (Month/Day/Year)	
4. Address	Street/P.O. Box			
	City	State	Zip	
5. Telephone Number	(_____) _____-_____	**6. Email**		
7. Any other names by which Olmesartan Product User has been known, including but not limited to maiden name:	Last	First	Middle	
	Last	First	Middle	
	Last	First	Middle	

8. Is the Claim being brought by Claimant in a *pro se* capacity (without representation of legal counsel)?

YES ☐ **NO** ☐

If No, complete Section I.B. If Yes, skip to Section I.C.

I.B. PRIMARY COUNSEL INFORMATION (if represented by Counsel)

1. Attorney Name	Last	First	Middle		
2. Firm Name	Law Firm				
3. Address	Street				
	City	State	Zip	Country	

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4. Telephone Number	(_____) _____-_____	**5. Facsimile**	(_____) _____-_____
6. Email			

I.C. CASE INFORMATION (if applicable)

1. Current Court/Jurisdiction	
2. Case Caption, including all named plaintiffs and defendants	_____ v. _____
3. Case Short Name	
4. Case No.	
5. Filing Court	
6. Filing Date	
7. Injuries Alleged in Complaint	

II. PERSONAL REPRESENTATIVE INFORMATION FOR MINOR, DECEASED, OR INCAPACITATED CLAIMANTS

9. Is the Claim being brought regarding the Olmesartan Product User by a Representative?

YES ☐ **NO** ☐

If Yes, complete this Section II. If No, skip to Section III.

10. Relationship to Product User (check all that apply)	☐ Spouse ☐ Administrator	☐ Parent ☐ Executor	☐ Child ☐ Other _____ (specify)	☐ Sibling	
11. Representative's Name	Last	First	Middle		
12. Representative's Address	Street				
	City	State	Zip	Country	
13. Representative's Telephone Number	(_____) _____-_____	**14. Email**			

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15. SSN	|___|___|___| - |___|___| - |___|___|___| ↓	**16. Date of Birth**	_____/_____/_____ (Month/Day/Year)
17. Date of Death of Product User (if applicable)	_____/_____/_____ (Month/Day/Year)		

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III. CLAIM INFORMATION

ALLEGED INJURY LEVEL

Select the highest injury level category (as defined in Appendix J to the MSA) that you believe can be proven by the records submitted as part of this Claims Package.

☐	**Level I**
☐	**Level II**
☐	**Level III**
☐	**Level IV**
☐	**Level V**
☐	**Level VI**

EXTRAORDINARY INJURY CLAIM

Claimant must indicate below whether he or she is applying to be considered for an Extraordinary Injury Payment ("EI Payment"), as set forth in Section 7.01 of the MSA. To be eligible to be considered for an EI Payment, Product User must (i) have Specified Documented Economic Damages of not less than $100,000; (ii) have sustained chronic or permanent injury (for example, death, chronic intestinal condition, chronic or permanent systemic condition, muscle wasting or atrophy), multiple bouts of renal failure, tube feedings, gallbladder removal not due to gallstones or other indication unrelated to Olmesartan, or other significant complications; (iii) have been a bellwether plaintiff (eligible to submit documentation of paid invoices for economic costs of depositions and case specific expert reports); and/or (vi) establish extenuating circumstances relative to the Product User's alleged injury warranting compensation that are not otherwise adequately addressed by the Points Award Process.

Please specify whether an EI claim is made by checking the applicable box below:

☐ Claimant **APPLIES** for an EI Payment based on Specified Documented Economic Damages of not less than $100,000;

☐ Claimant **APPLIES** for an EI Payment based on the Product User's chronic or permanent injury;

☐ Claimant **APPLIES** for an EI Payment based on the Product User having been a bellwether plaintiff; OR

☐ Claimant **APPLIES** for an EI Payment based on extenuating circumstances relative to the Product User's alleged injury warranting compensation that are not otherwise addressed by the Points Award Process.

Claimants applying to be considered for an EI Payment must separately submit an Extraordinary Injury application, pursuant to the procedures established by the Claims Administrator. A $1,000.00 Administrative Application Fee, payable to the Claims Administrator at the time of the application, will be charged for all Extraordinary Injury applications.

IV. CLAIM PACKAGE MATERIALS

Attach all Claim Package materials as required by Section 3.03 of the MSA. Indicate that you are submitting the following by checking the boxes below:

☐	A completed and signed Claim Form.
☐	A completed and signed Authorization to Release Records and Other Information contained in Appendix I of the Agreement. The Claims Administrator can provide this form. When executing

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	this document, the Claimant 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 Section 8.05 of the MSA.
☐	Records reflecting proof of Olmesartan Products usage, as set forth in Section 3.03(A)(3)(i) of the MSA.
☐	Complete medical records from all healthcare providers who (i) diagnosed the Product User's Alleged Injury; and/or (ii) provided treatment for the Product User's Alleged Injury, or, for gastrointestinal symptoms, as set forth in Section 3.03(A)(3)(ii) of the MSA.
☐	Medical records from all healthcare providers who prescribed Olmesartan Products to the Product User, for the period spanning two years prior to onset of symptoms through two years following either (a) discontinuation of use of Olmesartan, or (b) resolution of the Alleged Injury, whichever occurs last, as set forth in Section 3.03(A)(3)(iii) of the MSA.
☐	Medical records from all healthcare providers who served as the Product User's primary care provider, for the period spanning two years prior to onset of symptoms through two years following either (a) discontinuation of use of Olmesartan, or (b) resolution of the Alleged Injury, whichever occurs last, as set forth in Section 3.03(A)(3)(iv) of the MSA.
☐	Wire instructions for use by the QSF Administrator, as set forth in Section 3.03(A)(4) of the MSA. The Claims Administrator will make this form available.
☐	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, as set forth in Section 3.03(A)(5) of the MSA.
☐	A completed lien resolution form, as set forth in Section 3.03(A)(6) of the MSA.

V. CLAIMANT'S ELIGIBILITY FOR MEDICARE OR MEDICAID

A. Pursuant to the requirements of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, codified at 42 U.S.C. 1395y(b)(7) and (b)(8), Claimant and Counsel for Claimant represent and warrant that the following information provided in this form is complete and accurate: (1) the Product User's Social Security Number; (2) the Product User's full legal name; and (3) the Product User's date of birth.

B. Certification Relating to Medicare and Medicaid Eligibility:

To the best of her knowledge, Claimant certifies, by indicating below, that

- ☐ Product User **IS** eligible to receive Medicare benefits.
- ☐ Product User **IS NOT** eligible to receive Medicare benefits.
- ☐ Product User **IS** eligible to receive Medicaid benefits.
- ☐ Product User **IS NOT** eligible to receive Medicaid benefits.

VI. CLAIMANT'S CERTIFICATION REGARDING BANKRUPTCY

Claimant certifies, by indicating below, that

- ☐ The Product User **HAS BEEN** a party in a bankruptcy action seeking bankruptcy protection.
- ☐ The Product User **HAS NOT BEEN** a party in a bankruptcy action seeking bankruptcy protection.

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VII. CERTIFICATION, AUTHORIZATION AND SIGNATURE

This form must be signed by Claimant (the Olmesartan Product User or the legal representative of a deceased or incapacitated Product User).

I declare under penalty of perjury subject to 28 U.S.C. § 1746 that all of the information provided in this Claim Form is true and correct.

Product User/ Representative's Signature			**Date**	_____/_____/_____ (month) (day) (year)
Printed Name	First	MI	Last	

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LIMITED AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

(Pursuant to the Health Insurance Portability and Accountability Act "HIPAA" of 4/14/03)

TO:
Patient Name:
DOB:
SSN:

I, _____, hereby authorize you to release and furnish to: Drinker Biddle & Reath LLP and/or its duly assigned agents copies of the following information:

* All medical records, including inpatient, outpatient, and emergency room treatment, all clinical charts, reports, documents, correspondence, test results, statements, questionnaires/histories, office and doctor's handwritten notes, and records received by other physicians. Said medical records shall include all information regarding AIDS and HIV status.
* All autopsy, laboratory, histology, cytology, pathology, radiology, CT Scan, MRI, echocardiogram and cardiac catheterization reports.
* All radiology films, mammograms, myelograms, CT scans, photographs, bone scans, pathology/cytology/histology/autopsy/immunohistochemistry specimens, cardiac catheterization videos/CDs/films/reels, and echocardiogram videos.
* All pharmacy/prescription records including NDC numbers and drug information handouts/monographs.
* All billing records including all statements, itemized bills, and insurance records.

1. To my medical provider: **this authorization is being forwarded by, or on behalf of, attorneys for the defendants for the purpose of litigation. You are not authorized to discuss any aspect of the above-named person's medical history, care, treatment, diagnosis, prognosis, information revealed by or in the medical records, or any other matter bearing on his or her medical or physical condition, unless you receive an additional authorization permitting such discussion. Subject to all applicable legal objections, this restriction does not apply to discussing my medical history, care, treatment, diagnosis, prognosis, information revealed by or in the medical records, or any other matter bearing on my medical or physical condition at a deposition or trial.**

2. I understand that the information in my health record may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV).

3. I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire in one year.

4. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign his form in order to assure treatment. I understand I may inspect or copy the information to be used or disclosed as provided in CFR 164.524. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact the releaser indicate above.

5. A notarized signature is not required. CFR 164.508. A copy of this authorization may be used in place of an original.

Print Name: _____ (plaintiff/representative)

Signature: _____ Date_____

Appendix J: Eligible Injuries and Adjustments Criteria

I. Eligible Injury Levels

The following evidence shall be required to establish one of six Eligible Injury Levels. As set forth separately in the outline of terms, to qualify for any of these Eligible Injury Levels, in all cases, a Claimant must establish that (a) the symptoms of his or her alleged Eligible Injury began while such Claimant was taking Olmesartan (other than for Injury Level IV, as set forth below), and (b) the Claimant began taking Olmesartan on, or prior to, May 1, 2015.

A. Injury Level I (SLE I)

An injury shall be classified as Injury Level I upon presenting evidence in a Contemporaneous Medical Record of (1) a diagnosis or pathology records consistent with Sprue-like Enteropathy, as defined in Paragraph 1 below, AND (2) Weight Loss or Hospitalization, as defined in Paragraph 2 below:

1. **Diagnosis or Pathology Records:**

    a. A pathology report reflecting, concurrent with the use of Olmesartan, a finding of pathologic changes in the lining of the small intestine consistent with villous atrophy including but not limited to blunted, flattened, atrophic, or otherwise compromised villi; or

    b. A diagnosis in a Contemporaneous Medical Record by a treating physician, or expert report for a bellwether case, of Sprue-like Enteropathy ("SLE"), collagenous sprue, or unclassified sprue, or "celiac-like" Enteropathy ("CLE"), or other language in the medical records indicating that (i) the patient was experiencing symptoms consistent with an enteropathic condition, and (ii) that was the reason for discontinuation of Olmesartan; or

    c. A diagnosis in a Medical Record on or prior to December 31, 2016, of another enteropathy condition while on Olmesartan, including but not limited to celiac disease, celiac sprue, gluten sensitivity, malabsorption, microscopic colitis, lymphocytic colitis, or collagenous colitis.

2. **Weight Loss or Hospitalization Thresholds:**

A Contemporaneous Medical Record reflecting, concurrent with the use of Olmesartan:

    a. weight loss of 5% or more of the Claimant's body weight attributable to the symptoms of the Claimant's Eligible Injury; or

b. hospitalization of three (3) or more days, attributable to the symptoms of the Claimant's Eligible Injury.

3. **No Other Etiology:** Notwithstanding Paragraphs A (1) or A (2) above, a Claimant shall not be eligible for this Injury Level if Contemporaneous Medical Records establish that:

a. The diarrhea symptoms or pathologic findings resolved completely while the Claimant was using Olmesartan, unless the resolution was due to use of medications (i.e. steroids or anti-diarrheals);

b. Claimant stopped using Olmesartan, but, without improvement, (i) continued to experience symptoms of diarrhea more than six (6) months after ceasing use of Olmesartan, or (ii) evidenced blunted, flattened or atrophic villi, more than twelve (12) months after stopping use of Olmesartan;

c. Serologic tests indicate the presence of antibodies positive for Celiac Disease (unless there is evidence in the Medical Records that the test result was a false positive or the Claimant's treating physician or a Gastroenterologist submits an affidavit averring that the Claimant does not have Celiac Disease and can tolerate gluten), and the Claimant's symptoms completely resolved or appreciably improved upon being placed on a gluten free diet, while still taking Olmesartan, unless Claimant's symptoms also appreciably improved after discontinuing Olmesartan or the Claimant's physician diagnosed Claimant with one of the diagnoses in I(A)(1)(b); or

d. Subsequent to a diagnosis that meets the criteria set out in Paragraph A(1) above, a medical doctor has ruled out such a diagnosis in the Medical Records or it has been determined by a medical doctor, as reflected in the Medical Records, that the enteropathic conditions or pathologic changes to the villi were caused by another medical condition or disease unrelated to Olmesartan use or by another medicine and/or pharmaceutical product, and the Claimant received treatment for that other medical condition that resulted in the symptoms resolving while the Claimant was still taking Olmesartan.

B. Injury Level II (SLE II) Resolution of Symptoms Upon Cessation of Use

An injury shall be classified as Injury Level II upon presenting evidence of (1) a Positive De-Challenge as defined in Paragraph 1 below, AND (2) Weight Loss or Hospitalization, as defined in Paragraph 2 below:

1. **Evidence of a Positive De-Challenge**. A Positive De-Challenge can be established by evidence in Contemporaneous Medical Records reflecting that:

a. The Claimant had been experiencing symptoms such as, diarrhea, vomiting, dehydration, or unexplained weight loss ("Symptoms"), concurrent with the use of Olmesartan;

b. One or more of the Symptoms persisted for more than seven (7) days or "a week," or language to that effect in the medical records;

c. The Claimant discontinued Olmesartan; and

d. The Symptoms improved following discontinuation of use of Olmesartan.

Evidence that the Symptoms improved following discontinuation of use of Olmesartan can be established by (i) Contemporaneous Medical Records reflecting that the Symptoms improved following discontinuation of use of Olmesartan, or (ii) the absence of any references to Symptoms in the Medical Records following discontinuation of use of Olmesartan.

2. **Weight Loss/Hospitalization Thresholds**

A Contemporaneous Medical Record reflecting, concurrent with the use of Olmesartan:

a. Weight loss of 5% or more of the Claimant's body weight attributable to the symptoms of the Claimant's Eligible Injury; or

b. Hospitalization of three (3) or more days attributable to the Symptoms of the Claimant's Eligible Injury.

3. **No Other Etiology:** Notwithstanding Paragraphs B (1) above, a Claimant shall not be eligible for this Injury Level if Contemporaneous Medical Records establish that:

a. Claimant evidenced blunted, flattened, or atrophic villi, more than twelve (12) months after stopping use of Olmesartan;

b. Serologic tests indicate the presence of antibodies positive for Celiac Disease (unless there is evidence in the Medical Records that the test result was a false positive or the Claimant's treating physician or a Gastroenterologist submits an affidavit averring that the Claimant does not have Celiac Disease and can tolerate gluten),

and the Claimant's symptoms completely resolved or appreciably improved upon being placed on a gluten free diet, while still taking Olmesartan, unless Claimant's symptoms also appreciably improved after discontinuing Olmesartan or the Claimant's physician diagnosed Claimant with one of the diagnoses in I(A)(1)(b); or

c. A medical doctor has determined that the Symptoms were caused by another medical condition or disease unrelated to Olmesartan use or by another medicine and/or pharmaceutical product, and the Claimant received treatment for that other medical condition that resulted in the symptoms resolving while the Claimant was still taking Olmesartan.

C. Injury Level III: SLE *without* meeting Hospitalization or Weight Loss Thresholds of Injury Levels I or II

An injury shall be classified as Injury Level III if the Claimant meets the requirements of Injury Level I or II but for the Weight Loss or Hospitalization Thresholds for those Injury Levels.

D. Injury Level IV: Aggravation of Symptoms of a Pre-Existing Intestinal Condition While on Olmesartan

1. **Injury Level IV.** An injury shall be classified as Injury Level IV upon presenting evidence in a Contemporaneous Medical Record that:

a. The Claimant had a pre-existing intestinal condition prior to using Olmesartan causing Symptoms;

b. The Symptoms persisted for more than seven (7) days or a "week" or language to that effect in the Medical Records while the Claimant was using Olmesartan;

c. The Symptoms worsened while on Olmesartan; and

d. The Symptoms improved upon discontinuation of Olmesartan.

Worsening may be shown by unintentional weight loss of more than five pounds associated with Symptoms, or an increase in the number or severity of Symptoms.

2. **No Other Etiologies.** Notwithstanding Paragraph D (1) above, a Claimant shall not be eligible for Injury Level IV if Contemporaneous Medical Records establish that:

a. The Claimant was suffering from an (a) infectious disease, (b) an inflammatory bowel disease, such as Crohn's, Ulcerative Colitis, radiation enteritis, peptic duodenitis, or diverticulitis, unless such disease pre-existed the use of Olmesartan; or (c) another disease or condition that clearly explains the worsening of the Symptoms; or

b. The Claimant's medical doctor has determined that Olmesartan was not the cause of the worsening and that another condition, ailment, disease, medicine and/or pharmaceutical product was the cause instead, and the Claimant received treatment for that other medical condition that resulted in the symptoms resolving while the Claimant was still taking Olmesartan.

E. Injury Level V: Persistent Intestinal Symptoms While on Olmesartan

1. **Injury Level V.** An injury that does not meet the criteria for Injury Categories I-IV shall be classified as Injury Level V upon presenting evidence in a Contemporaneous Medical Record of symptoms such as diarrhea, vomiting, nausea, abdominal pain, dehydration, or unexplained weight loss while on Olmesartan, for more than five (5) days during a period of one year.

2. **No Other Etiologies**. Notwithstanding Paragraph E (1) above, a Claimant shall not be eligible for this Injury Level if Contemporaneous Medical Records establish that:

a) The Claimant's symptoms resolved or appreciably improved upon being placed on a gluten free diet, while still taking Olmesartan, unless Claimant's symptoms also appreciably improved after discontinuing Olmesartan or the Claimant's physician diagnosed Claimant with one of the diagnoses in I(A)(1)(b); or

b) The Claimant was suffering from an (a) infectious disease, (b) an inflammatory bowel disease, such as Crohn's, Ulcerative Colitis, radiation enteritis, peptic duodenitis, or diverticulitis; or (c) another disease or condition that clearly explains the occurrence of persistent symptoms. In the event that this provision applies to some, but not all, of the days during which the Claimant experienced symptoms, only those days shall be excluded in the count of days toward eligibility.

F. Injury Level VI: Intestinal Symptoms While on Olmesartan

An injury that does not meet the criteria of Injury Categories I–V, shall be classified as Injury Level VI upon presenting evidence in a Contemporaneous Medical Record of symptoms such as diarrhea, vomiting, nausea, abdominal pain, dehydration, or unexplained weight loss, while on Olmesartan. Claimants eligible under this Injury Category shall be entitled to a payment of up to $10,000 subject to a cap of up to $4,000,000 for the aggregate of all payments for this Injury Level. In the event that the number of claimants exceeds 400, the payments to each Injury Level 6 claimant shall be reduced *pro rata*. A claimant can satisfy this criteria by submission of an Affidavit, but only if the Claimant submits a certification of no records from the Claimant's treating medical provider(s) confirming that the records have been lost, destroyed, or discarded by the medical provider(s).

II. Base Awards

The base awards shall be as follows:
Level I: 200 points
Level II: 150 points
Level III: 100 points
Level IV: 75 points
Level V: 15 points
Level VI: up to $10,000 with a cap of $4,000,000 total for all Injury Level 6 claims (The cap is based on a presumed 400 claims. If there are more than 400 claims, then individual Injury Level 6 awards are reduced pro-rata for all Injury Level 6 claims).

III. Adjustments

Diagnosis and Pathology. For Injury Level I, a Claimant with **BOTH** (a) a diagnosis as defined in Injury Level I (A)(1)(b) or (c) **AND** (b) a pathology report with findings as defined in Injury Level I (A)(1)(a) shall receive an upward points adjustment of [10%].

Hospitalization. For Injury Levels I–V, Claimants who present evidence in Contemporaneous Medical Records documenting visits to a hospital and/or hospitalization (collectively defined as 'days' of hospitalization) for treatment of their Eligible Injury (in addition to the number of days required by the applicable Injury Level) shall receive an upward points adjustment. For purposes of adjustments (but not the thresholds set out in Paragraphs A(2) and B(2) above), an ER visit shall count 0.5 hospitalization days if for the purpose of general, rather than acute medical care for the Eligible Injury. The adjustments shall be as follows:

1–3 days of hospitalization: + 20 %
4–7 days of hospitalization: + 40 %
8–14 days of hospitalization: + 80 %
15–30 days of hospitalization: + 150 %
31–60 days of hospitalization: + 250%
61–90 days of hospitalization: + 400 %
91–120 days of hospitalization: + 600 %
>121 days of hospitalization: + 800 %

Weight Loss. For Injury Levels I–V, Claimants who document in Contemporaneous Medical Records unintentional weight loss, concurrent with the use of Olmesartan, of 5% or more of their body weight attributable to the symptoms of the Claimant's Eligible Injury, shall receive an upward points adjustment as follows:

5–10%: + 5 %
11–20%: + 10 %
21–30%: + 30 %
31–40%: + 50 %
41–50%: + 70 %
> 50%: + 100 %

Renal Failure. For Injury Levels I–IV, an upward points adjustment of 10% shall be applied for Claimants who document in Medical Records that they have been diagnosed with renal failure or renal insufficiency which was contemporaneous with their Eligible Injury. A Claimant who is placed on dialysis will get an additional upward points adjustment of 25%.

Long Term Steroidal Use. For Injury Levels I–IV, Claimants who document in Contemporaneous Medical Records and/or Contemporaneous Prescription Records that they were prescribed and used corticosteroid drugs (including but not limited to: budesonide (Entecort) cortisone, hydrocortisone and prednisone) for the treatment of the symptoms of their Eligible Injury for a period of more than forty five (45) days shall receive an upward points adjustment of 10 %.

Adjustment for Usage between June 1, 2009 and July 3, 2013. For Injury Levels I–IV, an upward points adjustment of 10% shall be applied for Claimants who used Olmesartan for a period of time that included the period between June 1, 2009, and July 3, 2013.

Adjustment for Usage after July 3, 2013. For Injury Levels I–IV, an upward points adjustment of 5% shall be applied for Claimants who used Olmesartan for a period of time that included the period between July 3, 2013 and July 3, 2014.