

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (this "Settlement Agreement") is made and entered into as of _____, 2025 ("Effective Date") and is agreed to and executed by and between the National Center for Addiction Studies and Treatment Foundation, including NCWR, LLC ("NCAST"), and The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges acting for and on behalf of Oklahoma State University Center for Health Sciences (together referred to herein as "OSU-CHS"). NCAST and OSU-CHS are collectively referred to as the "Parties" or individually as a "Party" as context requires and agree to the following:

RECITALS

WHEREAS, on March 26, 2019, the District Court for Cleveland County, Oklahoma entered a "Consent Judgment as to the Purdue Defendants" in Case No. CJ-2017-816 (hereinafter "the Consent Order") whereby the Consent Order settled claims asserted by the State of Oklahoma against Purdue Pharma, L.P. and several related companies (hereinafter the "Purdue Entities"; Ex.B).

WHEREAS, several disputes arose between the parties with respect to NCAST's Board, the grant agreements to OSU-CHS, research space at OSU-CHS, the function of the NCWR and its employees, and the Purdue Assets as defined herein (collectively the "Dispute").

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS OF SETTLEMENT AND RELEASE

1. Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. Payment from NCAST to OSU-CHS. In consideration of the mutual releases contained herein and other promises set forth below, NCAST will pay OSU-CHS the sum of Twenty Million Dollars (\$20,000,000.00), to be paid to OSU-CHS within thirty (30) days of the conditions contained in paragraphs 3, 4, 5, 6, and 8 being satisfied. OSU-CHS shall use these funds, at its sole discretion, to fund addiction treatment, research, and education consistent with the purpose of the funds described in the Consent Order.
3. Prior Award Closeout. Within thirty (30) days of the Effective Date of this Agreement, OSU-CHS shall return all unused money from the grant provided by NCAST to OSU-CHS, dated November 4, 2022. NCAST shall reimburse OSU-CHS for costs incurred through June 30, 2025, on the renovation to the fifth floor of the forensics building on the OSU-CHS campus as indicated in the November 18, 2021 award. The final remaining invoice is for costs incurred in June 2025.

4. Transfer of Assets from OSU-CHS to NCAST. In consideration of the mutual releases contained herein and other promises set forth below, within thirty (30) days of the Effective Date unless the Parties agree otherwise, OSU-CHS shall transfer to NCAST all of OSU-CHS's right title, and interest in all equipment, research-related materials, software, and tangible and intangible property ("Property") listed on the attached Assignment Agreement, and including anything paid for by the NCAST Award funds above referenced in Section 2 (verifiable by OSU purchase orders and NCAST reimbursement receipts) that is not permanently affixed to an OSU-CHS or any OSU facility, incorporated herein by reference in its entirety. The Parties shall collaborate on validating all Property listed on the Assignment Agreement and identified through OSU-CHS purchase orders and will work cooperatively to modify in writing as necessary. NCAST shall engage any vendors necessary for the removal of said equipment and/or research materials (excluding chemical samples provided by Purdue Pharma under the license agreement between OSU-CHS and Purdue Pharma) from OSU-CHS premises. The Parties agree to cooperate to allow NCAST or its designees to access and inspect the Fifth Floor as needed to identify the Property and assess whether it is permanently affixed, to determine what resources are necessary for the physical removal, and for actual packaging and removal. OSU-CHS's cooperation shall be continuing upon request by NCAST until all Property has been removed. Any Property that is permanently affixed to OSU-CHS or Oklahoma State University ("OSU") buildings shall not be transferred. NCAST shall reimburse OSU-CHS for any costs reasonably incurred to repair its premises due to the removal of the Property. OSU-CHS shall retain all other equipment, facilities, and materials purchased or constructed with grant funds if permanently affixed to an OSU-CHS or other OSU facility.
5. Intellectual Property and Data. Within thirty (30) days of the Effective Date of this Agreement and subject to the rights of third parties, all data, protocols, trade secrets, and inventions (created, invented, or reduced to practice) by NCAST-funded OSU-CHS personnel, contractor(s), and graduate students, from January 1 2020 to June 30, 2025 , in the scope of their NCWR research, (collectively the "OSU-CHS Data and IP") is assigned to NCAST pursuant to the Assignment Agreement. NCAST grants OSU-CHS a license to use such OSU-CHS IP and Data for non-competing research, education, and other non-commercial uses. Graduate students and employees of OSU-CHS or OSU involved in the development of OSU-CHS Data and IP shall be permitted to use the data to publish and/or present research findings including, without limitation, in dissertations, abstracts, and journal articles, provided ethical authorship guidelines and proper funding recognition to NCAST is practiced, and with sixty (60) day's prior notice to NCAST's prior to publishing to allow NCAST to review and request the removal of its confidential information from any publication,. Subject to the rights of third parties, OSU-CHS agrees all data and intellectual property developed by NCAST after January 1, 2020, shall be solely owned by NCAST.
6. Records. Within thirty (30) days of the Effective Date, OSU-CHS agrees to provide the specific records, work papers, relevant emails, data, accounting, and notes regarding financial transactions, corporate transactions, and corporate filings to any state, federal, or other governmental authority (whether electronic or physical) listed on Exhibit A, attached hereto and incorporated by reference, which are related to the matters reflected in this

Settlement Agreement to NCAST. Subject to the rights of third parties and as included on Exhibit A, OSU-CHS agrees to provide copies of all electronic research data collected during the course of research funded by NCAST grants. This includes remote cloud-shared files, server files, and local hard drive files. OSU-CHS also agrees to provide all research notebooks and other written materials created by NCWR Personnel who have been funded by NCAST grants since January 1, 2020.

7. **Purdue Assets.** OSU-CHS has been granted a license to conduct non-human research using confidential information from Purdue Pharma L.P. Confidential and non confidential research information, as well as physical samples of research chemicals, 96-well, formatted plates for high throughput screening, cell lines, an electronic database system (CCMC database) from Purdue Pharma L.P. exists in various written agreements, databases, and store-rooms on the OSUCHS campus, and shall, upon written consent of Purdue Pharma L.P., OSU-CHS will transfer such assets to NCAST; namely those assets listed in the BCAT, Kappa and Biased Mu Agonist Opioids Agreement and Supplement No. 1 thereto (collectively the "Purdue Assets"). OSU-CHS shall collaborate with and support NCAST in obtaining written agreement of Purdue Pharma L.P. or its successor(s) in interest for said transfer. Upon said transfer, OSU-CHS will relinquish and assign to NCAST any and all claims to intellectual property in association with the Purdue Assets.
8. **NCWR Name, Trademarks, and Website.** As of the Effective Date, NCAST shall be the sole Party with the right to use the name "National Center for Wellness and Recovery", "Center for Wellness and Recovery", "NCWR" and the NCWR logos (collectively, the "NCWR Trademarks"). The NCWR Trademarks are assigned to NCAST pursuant to the Assignment Agreement. NCAST agrees that all uses, references, and publications made using those names prior to the Effective Date shall not affect the purposes for which those names were referenced, such as in grant application documents, press releases, etc. OSU-CHS shall remove the name "NCWR" and "National Center for Wellness and Recovery" from all locations and materials currently in use, and represents that these names will not be used in grant renewals, revisions, or new applications after the Effective Date. OSU-CHS retains all grant funds previously awarded using the names referenced herein. The ncwr.org web domain is assigned to NCAST pursuant to the Assignment Agreement. NCAST shall be responsible for any costs associated with updating registration for the ncwr.org domain.
9. **Modification of Consent Decree.** Upon closure of the Purdue Pharma L.P. bankruptcy proceedings, or at NCAST's earlier request, the Parties shall jointly petition the District Court for Cleveland County to modification of the terms of the Consent Order to formally separate OSUCHS and NCAST, specifically to remove the language "adjunct to" and "a part of OSU" as to the foundation contemplated by the Consent Order.
10. **Dispute Resolution.** The Parties agree that any dispute arising out of this Settlement Agreement and either Party's performance hereunder shall be briefed to the Oklahoma Attorney General for private dispute resolution, and that his or her decision shall be final and binding on the Parties. The Parties agree to immediately address any alleged breach of this Settlement Agreement in good faith and as expeditiously as possible so that neither

Party's operations or performance hereunder is impacted or otherwise impeded. In operational practice, the Parties agree to respond to any notice of breach within 48 hours to determine a remedy.

11. Mutual Release. OSU-CHS and its present and former parents, subsidiaries, affiliates, partners, service companies, representatives, employees, officers, directors, attorneys, heirs, assigns, agents and predecessors, hereby release NCAST, and its present and former parents, subsidiaries, affiliates, partners, service companies, representatives, employees, officers, directors, attorneys, heirs, assigns, agents and predecessors, from any and all manner of causes of action, suits, debts, obligations, accounts, notes, contracts, agreements, promises, claims, cross claims, or damages whatsoever, in law or in equity, which OSU-CHS now has or may at any time hereafter claim to have against NCAST by reason of any matter, cause or thing whatsoever, known or unknown, liquidated or unliquidated, and related to the Dispute. NCAST and its present and former parents, subsidiaries, affiliates, partners, service companies, representatives, employees, officers, directors, attorneys, heirs, assigns, agents and predecessors, hereby release OSU-CHS and its present and former parents, subsidiaries, affiliates, partners, service companies, representatives, employees, officers, directors, attorneys, heirs, assigns, agents and predecessors, from any and all manner of causes of action, suits, debts, obligations, accounts, notes, contracts, agreements, promises, claims, cross claims, or damages whatsoever, in law or inequity, which NCAST now has or may at time hereafter claim to have against OSU-CHS by reason of any matter, cause or thing whatsoever, known or unknown, liquidated or unliquidated, and related to the Dispute. The release provided in this Paragraph 11 and 12 are null and void in the event of a breach of this Agreement up to and until the Modification of the Consent Decree described in Paragraph 9 is consummated.
12. Unknown Claims. OSU-CHS and NCAST each respectively elects to and assumes all risk for claims heretofore or hereafter arising, known or unknown, relating to any interaction or communication between the Parties; any contracts or agreements previously entered into by and between any of the Parties; any claims or demands that were or could have been asserted against the other Party; and/or the manner in which the Parties handled, settled, or addressed any contracts, claims, or demands. All such claims are included within the scope of the release above, and OSUCHS and NCAST each respectively waives any rights it may have to dispute the scope of this release on the grounds of any state or federal law.
13. Attorney's Fees and Costs. The Parties are solely responsible for paying any attorney's fees and costs they incurred and no Party nor their attorney(s) will seek any award of attorney's fees or costs from the other Party regarding the Dispute
14. Additional Representations and Warranties. The Parties represent and acknowledge that: (a) they have reviewed this Settlement Agreement; (b) they have made such investigation of the matters pertaining to this Settlement Agreement as they deem necessary and find the terms of the Settlement Agreement to be satisfactory; (c) they have had the opportunity to consult with and receive the advice of counsel in entering into this Settlement Agreement; (d) they understand all of the terms of the Settlement Agreement; (e) they execute this Settlement Agreement freely, voluntarily and without coercion, with full knowledge of its

significance and the legal consequences thereof; (f) they shall not circumvent nor attempt to circumvent any of the terms of the Settlement Agreement; and (g) the promises that were made to induce this Settlement Agreement are limited to those set forth in the Settlement Agreement.

15. No Admission of Liability. The Parties acknowledge that this Settlement Agreement represents the compromise of disputed claims, and that neither this Settlement Agreement nor any statement contained within it, or payment made hereunder, shall be deemed to constitute or otherwise be construed as an admission of liability, fault or responsibility on the part of either Party with respect to the Dispute.
16. Claims Not Assigned. OSU-CHS and NCAST each represent and warrant that it has not sold, assigned, transferred, conveyed, or otherwise disposed of or purported to dispose of any claim, demand, or cause of action relating to the Dispute or any matter covered by this Settlement Agreement.
17. Authority To Execute. The individuals executing this Settlement Agreement represent and warrant that they are unconditionally authorized to execute this Settlement Agreement on behalf of each respective Party.
18. Binding on Successors. This Settlement Agreement and all of the rights, obligations, duties, representation, warranties, and covenants of each Party shall inure to the benefit of, be the burden of and shall be binding upon, the heirs, executors, administrators, assigns, and successors in interest of each of the Parties.
19. Interpretation of Settlement Agreement. This Settlement Agreement shall be construed as a whole and according to its fair meaning and not strictly for or against either Party, regardless of the Party that drafted all or any part of this Settlement Agreement.
20. Modification. The Parties agree that any amendments or modifications to this Settlement Agreement shall be deemed null and void unless such amendments and modifications are in writing, specifically refer to this Settlement Agreement, and are signed by authorized representatives of all Parties.
21. Severability. In the event that any provision of this Settlement Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect to the fullest extent permitted by law.
22. Governing Law. The laws of the State of Oklahoma (without giving effect to its conflict and choice of law principles) shall govern all matters arising out of or relating to this Settlement Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.
23. Forum. All disputes arising from or related to this Settlement Agreement, including enforcement of its terms, shall be filed in the District Court Judge Thad Balkman or his

successor of Cleveland County. OSU-CHS does not waive its sovereign immunity by entering into this Settlement Agreement and specifically retains all immunities and defenses available to it as a sovereign pursuant to all applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity as to sovereign immunity in this Settlement Agreement shall be construed in favor of sovereign immunity.

24. Non-Waiver of Rights. No failure or delay on the part of either Party in either exercising or enforcing any right under this Agreement will operate as a waiver of, or impair, any such right. No single or partial exercise or enforcement of any such right by a Party will preclude that same Party from exercising or enforcing that right or any other right under this Agreement. Waiver by a Party of any provision under this Agreement in one instance will not preclude that Party from enforcing in the future such right or any other right under this Agreement.
25. Counterparts. The Parties may execute this Settlement Agreement in multiple counterparts, each one of which is deemed an original, and all of which, collectively, constitute only one agreement.
26. Headings. The headings of sections in this Settlement Agreement are for convenience of reference only and do not affect or alter this Settlement Agreement's construction or interpretation.
27. Entire Agreement. This Settlement Agreement, together with the Assignment Agreement and Exhibit A, constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Settlement Agreement, shall not be binding on any of the Parties, and each of the Parties acknowledges that they have not relied, in entering into this Settlement Agreement, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Settlement Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Settlement Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS HEREOF, the Parties have approved and executed the Settlement Agreement on the dates specified below.

**THE BOARD OF REGENTS FOR THE
OKLAHOMA AGRICULTURAL AND
MECHANICAL COLLEGES, ACTING FOR
AND ON BEHALF OF OKLAHOMA STATE
UNIVERSITY CENTER FOR HEALTH
SCIENCES**

By: _____

Name: _____

Title: _____

Date: _____

**NATIONAL CENTER FOR ADDICTION
STUDIES AND TREATMENT
FOUNDATION**

By: *L. Tucker Link*

Name: *L. Tucker Link*

Title: *Chairman*

Date: *11 Aug 25*

IN WITNESS HEREOF, the Parties have approved and executed the Settlement Agreement on the dates specified below.

**THE BOARD OF REGENTS FOR THE
OKLAHOMA AGRICULTURAL AND
MECHANICAL COLLEGES, ACTING FOR
AND ON BEHALF OF OKLAHOMA STATE
UNIVERSITY CENTER FOR HEALTH
SCIENCES**

By:  _____

Name: Jim Hess _____

Title: President, OSU _____

Date: 9/26/25 _____

**NATIONAL CENTER FOR ADDICTION
STUDIES AND TREATMENT
FOUNDATION**

By: _____

Name: L. Tucker Link _____

Title: Chairman _____

Date: _____

EXHIBIT A
RECORDS TO BE TRANSFERRED

1. Records
2. Work papers
3. Relevant emails
4. Data regarding financial transactions
5. Accounting for financial transactions
6. Notes regarding financial transactions
7. Corporate transactions
8. Corporate filings to any state, federal, or other governmental authority
9. Electronic research data collected during the course of research funded by NCAST grants.
10. Remote cloud-shared files
11. Server files
12. Local hard drive files
13. Research notebooks
14. Other written materials created by NCWR Personnel who have been funded by NCAST grants since January 1, 2020.

EXHIBIT B
CONSENT ORDER

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

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

Case No. CJ-2017-816
Judge Thad Balkman

STATE OF OKLAHOMA }
CLEVELAND COUNTY } S.S.

FILED

MAR 26 2019

In the office of the
Court Clerk MARILYN WILLIAMS

CONSENT JUDGMENT AS TO THE PURDUE DEFENDANTS

COMES NOW, the Plaintiff, the State of Oklahoma *ex rel.* Attorney General Mike Hunter, (the "State of Oklahoma" or "State") having brought the above-captioned action against Defendants Purdue Pharma L.P., Purdue Pharma Inc., and the Purdue Frederick Company Inc. (collectively, "Purdue"), among others, alleging that Purdue took affirmative steps to overstate the efficacy of their opioid pain medications for a wide range of medical conditions, while at the same

time falsely downplaying the risk of addiction to those medications. The State and Purdue (collectively, the “Parties”), by their counsel, have agreed to the entry of this Consent Judgment by the Court without trial or adjudication of any issue of fact or law with respect to Purdue and without admission of any wrongdoing or violations of applicable law on the part of Purdue, as alleged by the State. The Parties agree to the entry of this Consent Judgment and to be bound by its terms.

WHEREAS, the State filed its Original Petition in this Action on June 30, 2017, (i) alleging that Purdue, among others, violated Oklahoma law by deceptively marketing its opioid pain medications—as well as opioid products generally—so as to overstate their efficacy and falsely downplay the associated risk of addiction, which resulted in an opioid crisis and public nuisance in the State of Oklahoma; (ii) asserting claims for damages, equitable abatement, civil penalties and other equitable relief; and (iii) claiming violations of the Oklahoma Medicaid False Claims Act, 63 Okla. Stat. §§5053.1-7; the Oklahoma Medicaid Program Integrity Act, 56 Okla. Stat. §§1001-1008; the Oklahoma Consumer Protection Act, 15 Okla. Stat. §§751-65; Public Nuisance, 50 Okla. Stat. §2; Fraud (Actual and Constructive) and Deceit; and Unjust Enrichment (the “Oklahoma Action”);

WHEREAS, Purdue: (i) denies each and all of the claims and allegations of wrongdoing made by the State in the Oklahoma Action and maintains that it has meritorious defenses; (ii) denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Oklahoma Action, and contends that the factual allegations made in the Oklahoma Action relating to it are false and materially inaccurate; (iii) denies that the State was harmed by any conduct of Purdue alleged in the

Oklahoma Action or otherwise, including by Releasees; and (iv) denies liability, expressly denies any wrongdoing, denies it violated any federal or state statute or common law;

WHEREAS, the Parties have investigated the facts, analyzed the relevant legal issues regarding the claims and defenses asserted in the Oklahoma Action, have engaged in substantial and material fact discovery, served expert disclosures and are set for trial on May 28, 2019;

WHEREAS, the Parties have each considered the costs and delays associated with the continued prosecution and defense of the Oklahoma Action, and have reached an agreement to resolve the Oklahoma Action;

WHEREAS, the Parties believe the Settlement set forth herein (i) avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained and (ii) is fair, reasonable and adequate and in the best interest of the people of the State of Oklahoma;

WHEREAS, the State and Purdue agree that neither this Consent Judgment, the related Settlement Agreement, nor any statement made in the negotiation thereof, shall be deemed or construed to be a concession as to any claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by Purdue, or evidence of the truth of any of the claims or allegations made by the Parties in the Oklahoma Action; and

WHEREAS, arm's-length settlement negotiations have taken place over the course of several months between Purdue and the State under the auspices and supervision of the court-appointed Settlement Master, Judge Layn Phillips, who was appointed by Order dated March 29, 2018, pursuant to 12 Okla. Stat., Ch. 2, Appx., Rule 5 and the Court's inherent authority.

NOW THEREFORE, upon the consent of the Parties hereto, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

I. DEFINITIONS

1.1 As used in this Consent Judgment the following capitalized terms have the meanings specified below.

- (a) "Agreement" or "Settlement Agreement" means the Settlement Agreement and this Consent Judgment, together with any exhibits attached hereto, which are incorporated herein by reference.
- (b) "Bankruptcy Code" means 11 U.S.C. §§ 101, *et seq.*
- (c) "Covered Conduct" means any and all acts, conduct, omissions, events or transactions, whether known or unknown and whether discovered or undiscovered, including, but not limited to, acts, conduct, omissions, events or transactions alleged in the Oklahoma Action, from the beginning of time up to and including the Effective Date arising from or related in any way to the marketing and sale of Purdue Opioids or any other Opioid in or affecting the State of Oklahoma.
- (d) "Court" means the District Court of Cleveland County, Oklahoma.
- (e) "Donation Payments" means the payments set forth in Section 4.1(d) of this Consent Judgment.
- (f) "Effective Date" means the date upon which the Court approves the Settlement Agreement and enters the Consent Judgment.
- (g) "Effective Date of the Release" means the date upon which all of the following have occurred or been waived by the Attorney General: (i) the Court has approved the Settlement Agreement and entered the Consent Judgment; (ii) the Purdue Payments Letter(s) of Credit (defined in Section 4.1(b)) and the Donation Payments Letter(s) of Credit (defined in Section 4.1(e)) have been delivered to the Attorney General, or, to the extent either of the foregoing is waived, the Purdue Payments have been paid or the Donation Payments have been placed into escrow, as applicable, in each case, in accordance with the terms of the Settlement Agreement; and (iii) the executed PRA Guaranty (defined in Section (B)(4)) has been delivered to the Attorney General in accordance with the terms of this Agreement.
- (h) "Execution Date" means the date on which the Settlement Agreement is executed by the last party to do so.

- (i) "Good Faith Settlement Bar Order" or "Bar Order" shall have the meaning assigned to it in Section 6.1 of this Consent Judgment.
- (j) "Health Care Provider" shall mean any physician, osteopath, surgeon, nurse practitioner, physician assistant, physiatrist, psychiatrist, dentist, pharmacist, podiatrist, nurse, nurse's assistant or other person engaged in the business of providing health care services and/or prescribing an Opioid in Oklahoma and any medical facility, practice, hospital, clinic or pharmacy in Oklahoma.
- (k) "Non-Settling Defendants" means Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc., Allergan, PLC, f/k/a Actavis PLC f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Watson Laboratories, Inc., Actavis, LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.
- (k) "Opioid" shall mean those chemical compounds naturally found in the opium poppy plant, including synthetic analogues that interact with opioid receptors on nerve cells in the body and brain, and reduce the intensity of pain signals and feelings of pain. Opioid shall not mean buprenorphine/naloxone and other substances when used to treat opioid or other substance use disorders, abuse, addiction or overdose;
- (l) "Outside Counsel" shall mean Whitten Burrage, Nix Patterson, LLP and Glenn Coffee & Associates, PLLC.
- (m) "Parties" and "Settling Parties" means Purdue and the State.
- (n) "Promote," "Promoting," and "Promotion" shall mean the publication or dissemination of branded or Unbranded information by Purdue to a Third Party that is intended to directly or indirectly increase the use or sales of a Purdue Opioid or Opioids.
- (o) "Purdue" means Purdue Pharma L.P., Purdue Pharma Inc., and The Purdue Frederick Company Inc.
- (p) "Purdue Opioid(s)" means OxyContin®, MS Contin®, Butrans®, and Hysingla®.
- (q) "Purdue Payments" means the payments set forth in Section 4.1(a)(i) of this Consent Judgment.
- (r) "Releasees" means (i) Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company Inc., Purdue Products L.P., Purdue Pharma L.P. d/b/a Purdue Pharma (Delaware) Limited Partnership, Purdue Pharmaceutical Products, LP, Purdue Pharma Manufacturing Inc., The P.F. Laboratories

Inc., Purdue Pharma Manufacturing L.P., Purdue Pharma of North Carolina L.P., Purdue Pharma Technologies Inc., Purdue Pharma Manufacturing (New York) Inc., Purdue Pharma L.P., a foreign limited partnership, Rhodes Pharmaceuticals Inc., Rhodes Pharmaceuticals L.P., Rhodes Technologies, Rhodes Technologies Inc., and Pharmaceutical Research Associates L.P.; (ii) all affiliated United States and foreign companies owned by any of the Releasees; (iii) Abbott Laboratories (including Abbott subsidiaries and related companies), to the extent its activities are related to Purdue Opioids or are otherwise entitled to indemnification by Purdue; and (iv) for each of the foregoing in (i), (ii) and (iii), each of their respective past, present, and future officers, board members, directors, principals, agents, servants, employees, independent contractors, co-promoters, third party sales representatives, medical liaisons, predecessors, successors, assigns, affiliates, advisors, agents, consultants, insurers, trusts (including trusts established for the benefit of any Releasee), trustees, protectors, beneficiaries, officers, managers, members, direct or indirect owners and/or shareholders, beneficiaries of direct or indirect owners and/or shareholders, partners (general or limited), representatives, parents, subsidiaries, and transferees, attorneys and legal representatives, as well as the predecessors, successors, heirs, executors, administrators, legatees and assigns of each of the foregoing. For the sake of clarity, Releasees does not include any third-party manufacturer or distributor or marketer or seller of opioid products not related to the conduct of the Releasees. (The intent of this provision is to ensure that no entity not related to the Releasees listed above is released for conduct unrelated to those entities.) Nor does this release in any way prevent Purdue from seeking indemnification against its insurers. As used in this paragraph, "affiliates" means entities directly or indirectly controlling, controlled by or under common control or ownership with a Releasee.

- (s) "Released Claims" means any and all claims of any nature, including the State's state and federal statutory and common law claims, that were brought or could have been brought by any Releasor related to or arising out of in any way the Covered Conduct, whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that any Releasor, whether directly, representatively, derivatively, or in any other capacity, ever had, now have or may hereafter have including all past, present, and future civil, criminal, derivative, regulatory, administrative, or any other claims any Releasor may have under any applicable state, regulatory, or administrative law or statute relating in any way to any Covered Conduct (regardless of where in the world any such Covered Conduct or any result, loss, injury, or damage resulting therefrom occurred) from the beginning of time up to and including the Effective Date.
- (t) "Releasors" means the State and the Attorney General and/or any political subdivision of the State on whose behalf the Attorney General possesses, or obtains, the authority to bind.

- (u) "Third Party" shall mean any person or entity other than Purdue or a government entity.
- (v) "Unbranded" shall mean any information regarding Opioids that does not identify a specific product or products.

II. FINDINGS & CONCLUSIONS

2.1 This Court has jurisdiction over the Parties and the subject matter of this case and has the authority to grant the relief provided herein.

2.2 The terms of this Consent Judgment shall be governed by the laws of the State of Oklahoma.

2.3 Entry of this Consent Judgment is in the public interest and reflects a negotiated agreement among the Parties.

2.4 The terms of the Settlement between the State and Purdue and of this Consent Judgment are fair, reasonable and were entered into between the State and Purdue in good faith and without collusion.

2.5 The payment of attorneys' fees and costs set forth in Section 4.1(a)(i)(x) are consistent with and expressly authorized by the agreement between the State and its Outside Counsel governing the Oklahoma Action. The attorneys' fees to Outside Counsel are fair, reasonable and appropriate under Oklahoma law. The costs incurred by Outside Counsel in prosecuting the Oklahoma Action are reasonable, necessary and appropriate under Oklahoma law.

2.6 The Parties have agreed to resolve the issues resulting from the Covered Conduct by entering into a Settlement Agreement and this Consent Judgment.

2.7 Purdue is willing to enter into this Consent Judgment regarding the Covered Conduct in order to resolve the State's claims as alleged in the Original Petition under Oklahoma law as to the matters addressed in this Consent Judgment and thereby avoid significant expense, inconvenience, and uncertainty.

2.8 Purdue is entering into this Consent Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Purdue expressly denies. No part of this Consent Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Purdue.

2.9 This Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Purdue in any action, or of Purdue's right to defend itself from, or make any arguments in, any private individual, regulatory, governmental, or class claims or suits relating to the subject matter or terms of this Consent Judgment.

2.10 No part of this Consent Judgment shall create a private cause of action or confer any right to any Third Party for violation of any federal or state statute except that the State or Purdue may file an action to enforce the terms of this Consent Judgment.

2.11 This Consent Judgment has been negotiated by the Parties at arms' length and in good faith. This Consent Judgment reflects the exchange of reasonably equivalent value between the Parties.

III. INJUNCTIVE TERMS

3.1 Purdue shall not from the Effective Date until December 31, 2026 engage in Promotion of Purdue Opioids or Opioids in the State of Oklahoma by:

- (a) Employing or contracting with sales representatives or other persons to Promote Purdue Opioids or Opioids to Health Care Providers or patients;
- (b) Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Purdue Opioids or Opioids; and
- (c) Creating, sponsoring, distributing, or otherwise providing direct or indirect financial support for branded or Unbranded information Promoting Purdue

Opioids or Opioids, including brochures, newsletters, pamphlets, journals, books, and guides.

3.2 Upon request, Purdue shall promptly provide reasonable assistance to law enforcement investigations of potential diversion and/or suspicious circumstances involving Purdue Opioids in the State of Oklahoma, subject to and without waiving, any applicable privilege objections.

3.3 Purdue shall not use, assist, or employ any Third Party to engage in any activity in Oklahoma that Purdue itself would be prohibited from engaging in pursuant to this Consent Judgment.

3.4 Notwithstanding the above, in the State of Oklahoma, Purdue may:

- (a) Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in Oklahoma;
- (b) Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider or patient; and
- (c) Provide information to a payor, formulary committee, or other similar entity.

3.5 For the avoidance of doubt, nothing in this Consent Judgment shall be construed or used to prohibit Purdue in any way whatsoever from taking legal or factual positions in litigation or other legal or administrative proceedings, or from providing extrajudicial statements made in the context of such litigation or other legal or administrative proceedings.

3.6 Should Purdue enter into an agreement with one or more state attorneys general, or in multi-state litigation with other state attorneys general, that contains broader injunctive relief than set forth above, Purdue agrees: (i) to notify the Attorney General of Oklahoma at the time such injunctive relief goes into effect; and (ii) to abide by that injunctive relief in the State of Oklahoma. Purdue agrees that all such additional or more restrictive relief shall apply to Purdue's

conduct within or directed at the State of Oklahoma and any violation of those terms shall be deemed a violation of this Consent Judgment and will be subject to the dispute resolution procedures set forth herein.

3.7 If the Attorney General believes that Purdue has violated any Injunctive Relief term, as set forth above, the Attorney General shall: (i) provide Purdue with a notice that sets forth the Attorney General's basis for believing that Purdue violated an Injunctive Relief term and (ii) provide Purdue at least thirty (30) days to cure the alleged violation.

IV. PAYMENT

4.1 In full and complete satisfaction of the release granted in Section V herein, and in addition to the Injunctive Terms contained in Section III, Purdue shall cause the following actions to be taken:

(a) **Funding from Purdue:** (i) Beginning on the date of issuance of the Purdue Payment Letter of Credit (defined in Section 4.1(b)), (w) the Foundation shall be entitled to draw on the Purdue Payments Letter of Credit in accordance with the terms thereof for \$102,500,000 to fund the Foundation; (x) Outside Counsel shall be entitled to draw on the Purdue Payments Letter of Credit in accordance with the terms thereof for \$59,500,000 to be paid to Outside Counsel for payment of attorneys' fees and costs associated with the Oklahoma Action as set forth in the agreement between the State and its Outside Counsel; (y) the Attorney General shall be entitled to draw on the Purdue Payments Letter of Credit in accordance with the terms thereof for \$500,000 for costs associated with prosecution of the Oklahoma Action; and (z) an entity timely identified in writing by the State shall be entitled to draw on the Purdue Payment Letter of Credit in accordance with the terms thereof for \$12,500,000 to be placed into an escrow or similar account created and maintained to receive and manage the funding for distribution to political subdivisions in furtherance of the objectives of the Settlement Agreement ((w), (x), (y) and (z) collectively, the "Purdue Payments"); (ii) after the Effective Date, Purdue and the National Center shall coordinate to ensure the supply of medically assisted treatment drugs, such as buprenorphine/naloxone, or an equivalent product manufactured by Purdue, over a period of five (5) years with a total retail market value of \$20,000,000; and (iii) funds that are not distributed and are remaining under subsection 4.1(a)(i)(z) will revert to the Foundation.

(b) **Purdue Payments Letter of Credit:** Within five (5) business days of the Execution Date, Purdue shall present to the Attorney General an Irrevocable Letter(s) of Credit issued by BOKF, NA dba Bank of Oklahoma in the amount of the Purdue Payments drawable for three (3) business days from the date of issuance (the "Purdue Payments Letter of Credit"). At any time prior to drawing on the Purdue Payments Letter of

Credit, the Attorney General, in his sole discretion, shall have the right to waive the requirement of the posting of the Purdue Payments Letter of Credit, in which case the Purdue Payments shall be due and payable directly by Purdue to the payees identified in Section 4.1(a) above within one (1) business day after receipt of the Attorney General's written waiver.

(c) **Purdue Payments Guaranty:** Within one (1) business day of the Execution Date, Purdue will provide the Attorney General with an executed guaranty from Pharmaceutical Research Associates, L.P. ("PRA") in the form previously provided to the Attorney General (the "PRA Guaranty"), with respect to the Purdue Payments. The PRA Guaranty will irrevocably expire and be of no further force and effect on the ninety-first day after the date of issuance of the Purdue Payments Letter of Credit (the "Initial Guaranty Expiration Date"); provided, however, that if prior to the Initial Guaranty Expiration Date (i) Purdue files a voluntary petition for relief under the Bankruptcy Code or (ii) an involuntary petition for relief under the Bankruptcy Code is filed against Purdue and such involuntary petition has not been dismissed as of the Initial Guaranty Expiration Date, the PRA Guaranty shall instead expire on the date that is thirty days after the date of filing of such petition for relief, during which thirty-day period, the State may exercise its rights under the PRA Guaranty, in accordance with the terms thereof. PRA's payment obligations under the PRA Guaranty shall be contingent on the State's repayment to Purdue in cash in full the entirety of the Purdue Payments (totaling \$175,000,000).

(d) **Donation:** Within five (5) business days after the Effective Date, Purdue will provide the Attorney General with a letter confirming that a voluntary and irrevocable contribution to the Foundation will be made by the Dr. Mortimer and Dr. Raymond Sackler families (directly or through their business entities (other than Purdue)) in the amount of \$75,000,000 ("Donation Payments") to begin with a \$15,000,000 payment starting January 10, 2020, with four additional equal payments of \$15,000,000 each succeeding January for four (4) years.

(e) **Donation Payments Letter(s) of Credit:** Within five (5) business days after the Effective Date, the Attorney General shall be presented with one or more Irrevocable Letter(s) of Credit issued by BOKF, NA dba Bank of Oklahoma in the amount of the Donation Payments (the "Donation Payments Letter(s) of Credit"), pursuant to which, upon the Effective Date, the Foundation shall be entitled to draw on \$15,000,000 between January 10th - 15th in each of the years 2020-2024 in accordance with the terms thereof. At any time prior to drawing on the Donation Payments Letter(s) of Credit, the Attorney General, in his sole discretion, shall have the right to waive the requirement of the posting of the Donation Payments Letter of Credit, in which case the Donation Payments shall be placed into escrow pursuant to an escrow agreement and an escrow agent, in each case, acceptable to the Attorney General.

4.2 If the State does not elect to enforce the PRA Guaranty in accordance with the terms thereof and is required by final order of a court of competent jurisdiction to return the Purdue Payments to Purdue and does return such Purdue Payments to Purdue, the State shall return any

Donation Payments it has received and shall not be entitled to any further Donation Payments, and upon return of all such foregoing payments, (x) the Settlement Agreement, including the releases set forth herein, shall be void ab initio, and (y) all rights and remedies of the Settling Parties as they existed immediately prior to the execution of this Agreement shall be reinstated in full.

V. RELEASE

5.1 By entry of this Consent Judgment and execution of the Settlement Agreement, on the Effective Date of the Release, Releasors release Releasees from the Released Claims. The Court finds that Releasors have fully, finally, forever and permanently released, remised, acquitted, held harmless, relinquished and discharged with prejudice all Released Claims, have covenanted not to sue any Releasee with respect to any such claim, and are permanently barred and enjoined from instituting, reinstituting, maintaining, commencing, or prosecuting any such Released Claim against the Releasees, and the releases as set forth herein shall be given full *res judicata* effect. Releasors are deemed to have released all claims against the Releasees that are or could have been brought by Releasors, including the State's state and federal statutory and common law claims, and by any other person acting or purporting to act in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer or any other capacity on behalf of any Releasor.

5.2 On the Effective Date of the Release, Releasors shall further be deemed to have released all claims, including all claims of any political subdivisions on whose behalf the Attorney General possesses the authority, or obtains the authority, to bind, against the Releasees regardless of whether any such Releasor ever seeks or obtains, any distribution under the Agreement. Any political subdivision that receives any payment from the State with funds obtained under the Agreement shall execute an Additional Release in the form set out in Exhibit B to the Agreement as a condition to receiving any such payment.

VI. GOOD FAITH SETTLEMENT BAR ORDER

- 6.1 The Court hereby finds and orders as follows:
- (a) The State has brought suit against Purdue and the Non-Settling Defendants alleging an indivisible injury for which Purdue and the Non-Settling Defendants are jointly and severally liable;
 - (b) Through the Settlement Agreement and this Consent Judgment Releasors have released Purdue and the Releasees from all Released Claims;
 - (c) The Court finds the settlement between the State and Purdue is fair, reasonable and was entered into between the State and Purdue in good faith and without collusion;
 - (d) The Court finds that, by agreeing to settle the claims of the State asserted against Purdue in this Action, Purdue does not admit and specifically denies any and all liability to the State and any actual or alleged joint tortfeasor;
 - (e) The settlement between the State and Purdue does not prejudice any substantive defenses or rights of any Non-Settling Defendants;
 - (f) The Court orders that, pursuant to OKLA. STAT. tit. 12, § 832(H), Purdue and the Releasees are discharged from all liability for contribution to all actual or alleged joint tortfeasors, including the Non-Settling Defendants;
 - (g) The Court further orders that, pursuant to OKLA. STAT. tit. 12, § 832(H), neither the Non-Settling Defendants nor any actual or alleged joint tortfeasor are discharged from liability to the State; and
 - (h) The Court further orders that nothing contained herein shall preclude the State or any Non-Settling Defendants from presenting evidence of Purdue's conduct pre-trial, at trial or on any appeal, subject to orders and rulings of the Court.

VII. DISPUTE RESOLUTION

7.1 The Parties by stipulation may agree to a modification of this Consent Judgment, which agreement shall be presented to this Court for consideration. Such modification must be made by written instrument signed by or on behalf of both Purdue and the Attorney General.

7.2 Should the Attorney General have reason to believe Purdue has violated the terms of this Consent Judgment, the Attorney General shall: (i) provide Purdue with a notice that sets

forth the Attorney General's basis for believing that Purdue violated a term and (ii) provide Purdue at least thirty (30) days to cure the alleged violation.

7.3 Any disputes between or among Purdue and the State (or their counsel) concerning matters regarding the creation, funding, or operation of the Foundation and the National Center shall, if they cannot be resolved by negotiation and agreement in the first instance, be referred to the Settlement Master, Judge Layn Phillips, for resolution. Decisions by Judge Phillips will be final and non-appealable.

7.4 The Court shall retain jurisdiction over all other disputes, including the implementation of the Injunctive Relief. Any dispute regarding issues arising from such Injunctive Relief that cannot be resolved by the Parties shall be submitted in the first instance to Judge Phillips for mediation. If the Parties are unable to reach a mediated settlement within 30 days of submission for mediation, the dispute shall be submitted to the Court.

XIII. THE NATIONAL CENTER

8.1 As consideration for entering into the Settlement Agreement, Purdue has agreed to fund, pursuant to Section V, a National Center for Addiction Studies and Treatment (the "National Center") adjunct to Oklahoma State University's Center for Health Sciences in Tulsa, Oklahoma ("OSU-HS"). The State shall create a foundation to receive and manage the funding provided by Purdue that is directed to the National Center (the "Foundation"). At OSU-HS, the National Center will be part of the OSU Center for Wellness & Recovery. The National Center will be dedicated to addiction studies, treatment and education, including education to eliminate the stigma associated with addiction and treatment, and will receive funds from the Foundation. The National Center shall operate on the following general principles:

(a) Mission: The National Center's mission will be to improve the lives of individuals in Oklahoma and across the nation that are affected by pain and substance use

disorders through exceptional programs focused on research, education, prevention, treatment, elimination of the stigma associated with addiction, and public policy initiatives.

(b) Vision: The National Center's vision will be to become the premier addiction research center in the nation that promotes collaborative and interdisciplinary approaches to the study, prevention, treatment, and public understanding of addiction, and education to eliminate the stigma associated with addiction and substance use disorder.

(c) Strategic Objectives: Among its initiatives and goals, the National Center will be committed to establishing research-driven and evidence-based practices for (i) treating and preventing addiction, and other behavioral health challenges; (ii) fostering and cultivating innovative national-in-scope research that contributes to the improvement of treatment and prevention of substance use disorders and understanding the underlying causes of addiction; (iii) creating a preeminent environment where researchers and academics from across the country and the world can collaborate together to study and learn about substance use disorder and addiction; and (iv) serving as a national leader in educating and training undergraduate and graduate students, trainees, professionals, and the public on multidisciplinary issues relating to addiction and substance use disorder.

(d) Advisory Board: The National Center shall be supported by a National Scientific Advisory Board that shall work closely with the National Center's staff in advising the National Center's research, agenda, training, and support processes, in addition to guiding the efforts of the National Center's patient and professional education initiatives. The Advisory Board will comprise leading members from other state, national and/or international academic, research, medical, law enforcement, mental health, addiction, substance use disorder, and/or other related fields, institutions, entities, and organizations. Members of the Advisory Board will be selected by the National Center.

IX. DISMISSAL WITH PREJUDICE

9.1 All claims asserted by the State against Purdue in the Oklahoma Action are DISMISSED WITH PREJUDICE as to Purdue, and, except as provided under the Settlement Agreement, without costs.

X. MISCELLANEOUS

10.1 This Consent Judgment shall be construed and interpreted in accordance with the substantive law of the State of Oklahoma.

10.2 This Consent Judgment and the Settlement Agreement contain the entire agreement of the Parties with respect to its subject matter. No Party has made any oral or written

representation other than those set forth herein, and no Party has relied upon, or is agreeing to, this Consent Judgment in reliance upon any representation other than those set forth herein.

10.3 Each of the signatories of this Consent Judgment represents and warrants that it, he, or she is authorized by it, his or her respective clients or principal to execute this Consent Judgment and to bind the corresponding Party hereto. With respect to the Plaintiff, the relevant signatories affirm that they have authority to execute this Consent Judgment on behalf of the State of Oklahoma.

10.4 Paragraph headings contained in this Consent Judgment are inserted solely as reference aids for the ease and convenience of the reader. They shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions or any other aspect of this Consent Judgment.

10.5 All Notices under this Consent Judgment shall be provided to the following via email and Overnight Mail:

Oklahoma Attorney General
Attn: Abby Dillsaver, General Counsel to the Attorney General
Ethan Shaner, Deputy General Counsel
313 N.E. 21st St.
Oklahoma City, OK 73105
Abby.Dillsaver@oag.ok.gov
Ethan.Shaner@oag.ok.gov
Sheila Birnbaum
Mark S. Cheffo
Hayden A. Coleman
DECHERT, LLP
Three Bryant Park
1095 Avenue of the Americas
New York, New York 10036
Tel: (212) 698-3500
Fax: (212) 698-3599
sheila.birnbaum@dechert.com
mark.cheffo@dechert.com
hayden.coleman@dechert.com

Sanford C. Coats, OBA No. 18268
Joshua D. Burns, OBA No. 32967
CROWE & DUNLEVY, P.C.
Braniff Building
324 N. Robinson Ave., Ste. 100
Oklahoma City, OK 73102
Tel: (405) 235-7700
Fax: (405) 272-5269
sandy.coats@crowedunlevy.com
joshua.burns@crowedunlevy.com

10.6 This Consent Judgment may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

10.7 This Consent Judgment shall be non-appealable and shall constitute a final judgment upon filing in the District Court of Cleveland County, State of Oklahoma.

10.8 The District Court for Cleveland County, State of Oklahoma, shall retain continuing jurisdiction over the Parties regarding compliance with the terms of this Consent Judgement.

10.9 All payments and consideration delivered in connection with this settlement (other than amounts paid for attorney's fees and costs) constitute restitution payments for United States Federal income tax purposes.

10.10 The Court's Amended Protective Order (dated April 16, 2018) and First Amended Agreed Qualified Protective Order for Protected Health Information (dated September 27, 2018) (the "Protective Orders") remain in effect after the Effective Date and the Settling Parties shall comply with their terms.

IT IS SO ORDERED.

DATED this 26th day of March, 2019.


DISTRICT JUDGE

APPROVED AS TO FORM:

FOR THE STATE OF OKLAHOMA
ex rel. Mike Hunter, Attorney General



Mike Hunter, OBA No. 4503,
Abby Dillsaver, OBA No. 20675
Ethan A. Shaner, OBA No. 30916
OKLAHOMA OFFICE OF THE
ATTORNEY GENERAL
313 NE 21st St
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Facsimile: (405) 521-6246
abby.dillsaver@oag.ok.gov
ethan.shaner@oag.ok.gov

Dated: 3/26/19



Michael Burrage, OBA No. 1350
Reggie Whitten, OBA No. 9576
WHITTEN BURRAGE
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Telephone: (405) 516-7800
Facsimile: (405) 516-7859
mburrage@whittenburragelaw.com
rwhitten@whittenburragelaw.com

Dated: 3-26-19



Bradley E. Beckworth, OBA No. 19982
Jeffrey J. Angelovich, OBA No. 19981
Lisa P. Baldwin, OBA No. 32947
Trey Duck, OBA No. 33347
Drew Pate, *pro hac vice*

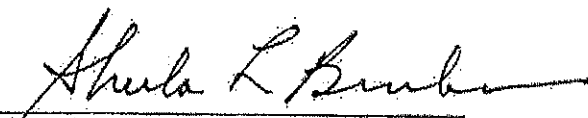
Dated: 3/26/19

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Telephone: (405) 601-1616
Email: gcoffee@glenncoffee.com

APPROVED AS TO FORM:

FOR DEFENDANTS PURDUE PHARMA
L.P., PURDUE PHARMA INC., AND
THE PURDUE FREDERICK COMPANY INC.



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

Dated: March 26, 2019

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into this ___ day of September, 2025 (the "Effective Date") by and between the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, acting for and on behalf of Oklahoma State University Center for Health Sciences ("ASSIGNOR"), and the National Center for Addiction Studies and Treatment Foundation, an Oklahoma non-profit organization ("ASSIGNEE").

WHEREAS, the National Center for Wellness and Recovery ("NCWR") was established by ASSIGNOR as a unit of ASSIGNOR's Oklahoma State University Center for Health Sciences;

WHEREAS, ASSIGNOR wishes to assign and ASSIGNEE wishes to acquire certain NCWR assets, including trademarks and equipment, pursuant to the Settlement Agreement and Release of Claims dated _____ ("Settlement Agreement") between ASSIGNOR and ASSIGNEE, incorporated into this Agreement by reference in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Settlement Agreement, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE do hereby mutually promise and agree as follows.

1) Definitions.

- a) "NCWR Assets" refers to the NCWR equipment listed in the inventory attached in **Exhibit A**.
- b) "NCWR Research Data and Related IP" means the data, inventions (whether or not protectable), and trade secrets created, invented, or reduced to practice by employees and students of ASSIGNOR in the scope of their research duties with NCWR, when such research was funded by grants distributed by ASSIGNEE.
- c) "NCWR Trademarks" means the trademark rights related to NCWR that are owned or controlled by ASSIGNOR and listed in the attached **Exhibit B**.
- d) "NCWR Website" refers to the NCWR.org web domain with the Registry Domain ID: abf54cfdbac4416eae3bc6f4f680b489-LROR.

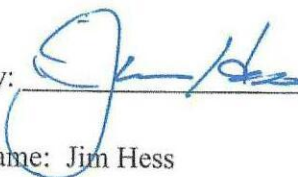
- 2) Assignment.** ASSIGNOR has sold, assigned and transferred, and by these presents does hereby sell, assign, and transfer unto ASSIGNEE, ASSIGNOR's entire right, title and interest in and to NCWR Research Data and Related IP, NCWR Trademarks, NCWR Assets, and NCWR Website ("ASSIGNED PROPERTY"), together with any goodwill of the business symbolized thereby and all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect thereto ("Assignment").

- a) For the avoidance of doubt, this Assignment includes without limitation, the right, title, and interest in any damages and payments for past or future infringements of NCWR Trademarks and/or misappropriations of the NCWR Trademarks, all rights to sue for past, present and future infringements and/or misappropriations of NCWR Trademarks.
 - b) The rights assigned herein shall be limited to those rights in the ASSIGNED PROPERTY that are owned or controlled by ASSIGNOR and not otherwise subject to the rights of third parties. If any third party owns or controls intellectual property rights or other proprietary rights in the ASSIGNED PROPERTY, ASSIGNEE shall be solely responsible for obtaining a license or assignment from such third party.
- 3) **Reserved License.** This Assignment is subject to a non-exclusive, royalty-free, irrevocable, non-transferrable license hereby granted by ASSIGNEE to ASSIGNOR to:
 - a) Use the NCWR Research Data and Related IP for non-commercial research and/or education purposes. This license includes, without limitation, the right for students and employees of OSU-CHS or Oklahoma State University involved in the creation, invention, or reduction to practice of such NCWR Research Data and Related IP to present at academic meetings, conferences, and dissertation defenses, and to publish in dissertations, abstracts, journals, funding proposals, and other academic publications; and
 - b) Use the NCWR Trademarks solely for ASSIGNOR's historical purposes and in connection with grants, contracts, and other awards stemming from proposals or applications submitted prior to the Effective Date of this Assignment.
- 4) **Disclaimer.** THE ASSIGNED PROPERTY IS TRANSFERRED AS-IS. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, VALIDITY, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. ASSIGNOR IS NOT LIABLE FOR ANY LOSS, CLAIM, OR DEMAND ARISING DIRECTLY OR INDIRECTLY FROM ANY USE OF THE ASSIGNED PROPERTY OR RELIANCE UPON THE INFORMATION THEREIN.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be executed on their behalf by their duly authorized officers and representatives.

ASSIGNOR:

By: 
Name: Jim Hess

Title: President, OSU

Dated: 9/26/25

Address: 5th Floor Student Union, Stillwater, Oklahoma 74078

ASSIGNEE:

By: 
Name: L. Tucker Link

Title: Chairman

Dated: 30 Sep 25

Address:

Description	MFC	Vendor	Dept	Serial #	OSU PO	Qty	Invoice
nVue systems with miniscopes and nVision cam	Inscopix	Inscopix	Neuroscience		P1425325		11902178
Orbitrap Exploris LC/MS System	ThermoFisher Scientific	ThermoFisherScientific	Analyt Chem	MB11326C	P1425325		11912460
6495D LC/MS QQQ System	Agilent	Agilent	Analyt Chem	SG2419D303	P1425325		11902462
6230B LC/MS TOF System	Agilent	Agilent	Analyt Chem	SG2410C102	P1425134		11896763
LC/MSD AutoPrep System	Agilent	Agilent	Analyt Chem	SG2420N006	P1425973		11906804
Rat-Sized Phenotypers	Noldus	Noldus Information Tec	In Vivo		P1464535	8	12000590
Faraday Cage and ePhys rig	Evident	Evident	ePhys		P1419752	multiple	
Kopf Stereotaxics, heating pads, readouts, contr	Kopf	Kopf	Neuroscience		P1412013	multiple	
CombiFlash NextGen 300+ Automated Flash CT	Teledyne	Teledyne	Chemistry	224G01418 and 224G01417	P1429508	2	11909113
CatWalk XT 10 System	Noldus	Noldus Information Tec	In Vivo		P1464535	1	12000590
ePhys rig parts (PCLAMP 11 and software, multi)		Molecular Devices	ePhys		P1432104	multiple	
Laboratory Glasswares	Chemglass	Chemglass	Chemistry		P1436827	782	multiple
Leica VT1200 with custom configuration and acc		Leica	ePhys		P1430099		11909396
XE35 N2 Generator	PEAK Scientific	PEAK Scientific	Analyt Chem	724010322	P1447073		11971208
IR Camera Packages for Mouse & Rat	Noldus	Noldus Information Tec	In Vivo		P1464535		12000590
SpeedVac 120 Centrifugal Evaporator	ThermoFisher Scientific	ThermoFisherScientific	Analyt Chem		P1451353		11965166
STBR Refrigerated Centrifuge	ThermoFisher Scientific	ThermoFisherScientific	Analyt Chem	43315512	P1447073		11920730
EthoVision XT with Multiple Arena Module	Noldus	Noldus Information Tec	In Vivo		P1464535	2	12000590
Hydrogen 1H Performance Rotary Evaporator, w	Teledyne	Teledyne	Chemistry	333-001-0137	P1425325		11906773
FreeZone 4.5L -84 deg.C Benchtop Freeze Dryer	Labconco	Fisher	Chemistry		P1457019	1	11966120
FT902 IMMERSION COOLER-90 30C	Julabo	Fisher	chemistry		P1424067	1	11889027
Somnoflo electronic vaporizer	Kent Scientific	FisherScientific	In Vivo		P1459522	2	11967503
GenPure Pro Water Purifier	Fisher Scientific	FisherScientific	Analyt Chem	(3222423004659)	P1439805		11920731
Rat Sized Conditioned Place Preference Chamb	Maze Engineers	Noldus Information Tec	In Vivo		P1464535	4	12000590
(-80C Freezer	Fisher Scientific	FisherScientific	Analyt Chem	(1146845201240820)			11942869
Heidolph Hei-VAP Core Rotary Evaporator, Cono	Heidolph	Fisher	Chemistry	200556858 and 200566112	P1424743	2	11900765
VAPRO pressure osmometer	VAPRO	Elittechgroup Inc	ePhys		P1418187		11886114
BENCH TOP ROTACHILLDUO CHILLER	Heidolph	Fisher	Chemistry		P1425140	2	11900759
Biosafety 2 hood		Fisher	ePhys		P1436828		11916624
Eppendorf Centrifuge 5430R	Eppendorf	FisherScientific	In Vivo & Ephys		P1463184		11972906
ePhys rig and saddle stool		Fisher	ePhys		P1436828		11915359
AutoM8 perfusion setup for ePhys (5 line items)	AutoM8	AutoM8	ePhys		P1433522		11922536
Ugo Basile Hot/Cold Plate	Ugo Basile	Stoelting Co	In Vivo		P1464363		11976866
SISKIYOU stereotaxic arms, controllers, cord	Siskiyu	Siskiyu	Neuroscience		P1430099		11884069
Pipetter 8pack with carousel (Research Plus)	Eppendorf	FisherScientific	ePhys		P1465475		11977531
Labconco Scroll Vacuum Pump, Flow Rate: 195	Labconco	Fisher	Chemistry		P1457019	1	11966120
Desktop workstations for mouse & rat	Dell	Noldus Information Tec	In Vivo		P1464535	2	12000590
Rsch Plus Pipettors (qty10)	Eppendorf	Fisher	NCWR		P1412061		11861941
Ugo Basile Tail Flick	Ugo Basile	Stoelting Co	In Vivo		P1470704		12000642
ANALYTICAL BALANCE XSR104	METTLER TOLEDO	Fisher	chemistry		P1424063	1	11891305
Isotemp FBG Series Glass Door Laboratory Refri	Fisherbrand	Fisher	Chemistry		P1424066	1	11905010
Fisherbrand Maxima Vacuum Pump; Model: M21	Fisherbrand	Fisher	Chemistry		P1423838	3	11890110
Ugo Basile Electronic Von Frey With Grid Platon	Ugo Basile	Stoelting Co	In Vivo		P1445120		11934980
Scotsman IceMaker		Fisher	Chemistry		P1432665		11906347
countes system parts (2 line items)		Fisher	ePhys		P1436828		11912461
HEIDOLPH ROTAVAC VACUUM PUMP	Heidolph	Fisher	Chemistry		P1424723	2	11889675
Blue Rat-Sized 3 Chamber Sociability Test	Maze Engineers	Noldus Information Tec	In Vivo		P1464535	2	12000590
Miscellaneous Small Equipments (13 line items)	Chemglass	Chemglass	Chemistry		P1440685	35	11921845
icator Plus (N dewar)		Fisher	ePhys		P1439846		11920319
Assorted Shelving units & workbenches to hold i	Varies	Grainger	In Vivo		P1476569, P1464822	Multiple	
Leica Vibrocheck	Leica	Leica	ePhys		P1451354		11948177
Rapid ID Mini Tags	Rapid ID	Rapid Lab	In Vivo		P1470879	###	11995935
Zorbax RRHD eclipse plus qty4 and combination		Fisher	Analyt Chem		P1434779		11909339
Heidolph Hei-VAC Control, For Use With: Hei-VA	Heidolph	Fisher	Chemistry		P1424723	2	11889675
Tradebe setup kit	Tradebe	Tradebe	Chemistry		P1430099		11977029
Mouse Conditioned Place Preference test	Maze Engineers	Noldus Information Tec	In Vivo		P1464535	2	12000590
Hei-PLATE Mix 'n' Heat Expert Magnetic Stirring	Heidolph	Fisher	Chemistry		P1424724	4	11889677
gavage feeding tube kits		Fisher	Microbiome		P1437477		11913926
Larger Sonicator		Fisher	Microbiome		P1454870		11951767
Harvard: temperature controllerdual channel m	Harvard	Harvard	ePhys		P1432082		11916839
Blue Rat-sized open field	Maze Engineers	Noldus Information Tec	In Vivo		P1464535	4	12000590
Rat 1ch magnetic VAB tether kit	Instech	Instech	In Vivo		P1450958	56	11943838
Homogenizer package		Fisher	Microbiome		P1453280		11948801
SoftMouse License - Academic Full Modules Par	Iseehear Inc	Iseehear Inc	In Vivo		P1457610		11959771
chemistry's Finn pipettors and carousels	Finn	Fisher	chemistry		P1437478		11913491
Zymobiomics DNA kit and QUICKRNA minipus		Fisher	Microbiome		P1426667		11893898
Eppendorf Rotor for Centrifuge (RTR 6X15/50 ml	Eppendorf	FisherScientific	In Vivo & Ephys		P1463184		11976932
Prism Graphpad 10 activations	Prism	GSL Biotech	NCWR		P1455354		P-CARD
White Mouse Sized Open Field	Maze Engineers	Noldus Information Tec	In Vivo		P1464535	4	12000590
Trans-Blot* Turbo*TransferSystemBlotting Instr	BioRad	BioRad	ePhys		P1459689		11969113
8-PORT MANIFOLD FREEZONE FD	Labconco	Fisher	Chemistry		P1457019	1	11966120
Isotemp General Purpose Heating and Drying O	Fisherbrand	Fisher	Chemistry		P1423838	1	11888537
ALA scientific optic probes, holders, etc for ePh		ALA Scientific	ePhys		P1437214		11919221
Wire bar lid for rat, 900 NEXGEN	Allentown	Allentown	In Vivo		P1454461	20	11961313
Utility carts	multiple	Grainger	In vivo		P1464822	3	11977255
Research Plus 6 pipettors with carousel	Eppendorf	Fisher	Microbiome		P1428978		11900439
DESICCATOR VACUUM CABINET 45L	Bel-Art	Fisher	chemistry		P1423838	1	11888537

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Rsch Plus 6 pipettors and carousel		Fisher	Microbiome??	P1437477	11915774
gavage feeding tube kits	Instech	Instech	Microbiome	P1436400	11912929
Fisherbrand Value Convertible Refrigerator	Fisher Sci.	Fisher	chemistry	P1433728	11909718
Brain matrices (qty3)	Stoelting	Stoelting Co	Neuroscience	P1470675	11990951
Mach1 Printer and kit (4 line items)		Fisher	Microbiome	P1417309	11873124
M-Nova software 5 licenses	M-Nova	MestreLab Rsch	Chemistry	P1426349	11893148
Snap-in spring swivel arm for rat shoebox cage	Instech	Instech	In Vivo	P1450958	11943836
Freezer 20C and 4C; undercounter	VWR	VWR	Microbiome	P1417088	11875984
Isotemp bath		Fisher	ePhys	P1436828	11911920
Analytical Balance		Fisher	Chemistry	P1451352	11944568
RapID Starter Kit	Rapid lab	Rapid Lab	In Vivo	P1454386	11958350
Quantity 3 Igor Pro Multi-user Academic License	WaveMetrics	WaveMetrics	ePhys	p-card	P-CARD
Gavage kit and tubes	Instech	Instech	Microbiome	P1465144	11977811
Digital animal scales	Ohaus	Grainger	In vivo	P1464822	2 11981248
Digitimer Voltage Stimulator	Digitimer	Digitimer	ePhys	P1428434	11902459
Pipettes and Carousel Research Plus	Eppendorf	Fisher	Neuroscience	P1476573	12004546
Pipetter multi-channel		Fisher	Microbiome	P1465474	11977525
Rat ELISAs and TNF-A and IL-1 cytokine storm kit		Fisher	Microbiome	P1432081	11907572
DinoLite surgery scope (digital)	DinoLite	Fisher	Neuroscience	P1355300	11738898
Hamilton Neuros syringes	Hamilton	Hamilton	Neuroscience	P1472545	11995530
Heated hard pad connectors	Braintree scientific	FisherScientific	In Vivo	P1459522	11964703
Hamilton syringes Neuros qty3	Hamilton	Fisher	Neuroscience	P1417270	11873121
Rat/mouse guillotine		Fisher	ePhys	P1436828	11915359
Forceps, sample collection		VWR	Microbiome	P1436248	11916160
countess chamber slides		Fisher	ePhys	P1436828	11913027
Utility cart		Grainger	In vivo	P1464822	1 11976095
Water heated hard pad	Braintree scientific	FisherScientific	In Vivo	P1459522	11964703
Ohaus port balance with touch screen	Ohaus	Fisher	In vivo	P1433726	11907171
Righttemp jr. warming system	Kent Scientific	FisherScientific	In Vivo	P1459522	11967503
Heat-On Heat-On Block, 500 mL	Heidolph	Fisher	Chemistry	P1441399	2 11936479
Heat-On Heat-On Block, 250 mL	Heidolph	Fisher	Chemistry	P1441399	2 11925316
RANGER 4000 BENCH SCALE 3KG	Ohaus Ranger	Fisher	chemistry		1
Scientifica slice chamber, adapters and holding	Scientifica	Scientifica	ePhys	P1449534	11939854
Protective aluminum cap for magnetic rat VAB	Instech	Instech	In Vivo	P1450958	48 11943838
Sonicator and setup		Fisher	Microbiome	P1454870	
SomnoFlo starter kit for rats	Kent Scientific	FisherScientific	In Vivo	P1459522	11967503
MedAssociates House Lights qty 8 (for Jake)	MedAssociates	MedAssociates	Neuroscience	P1417308	11880926
RapID Scanner	Rapid lab	Rapid Lab	In Vivo	P1454386, P147087	2 Multiple
Androit heat therapy pump, 120V	Androit	FisherScientific	In Vivo	P1459522	11964703
Criterion™ CellVertical midi-formatelectrophoresis BioRad includes buffer and	BioRad	BioRad	ePhys	P1459689	11969113
VWR 4C freezer; undercounter	VWR	VWR	NCWR	P1414348	11867655
Digital animal scale	Ohaus	Grainger	In vivo	P1464822	1 11976095
Mini Trans-BlotElectrophoreticTransfer CellGeltu	BioRad	BioRad	ePhys	P1459689	11969113
Surgery bonding kit and supplies		Henry Schein	Neuroscience	P1442749	11932537
Mouse Restraint for 57360	Ugo Basile	Stoelting Co	In Vivo	P1470704	12006642
Dell docking stations qty2	Dell	Dell	NCWR	P1332361	multiple
Harvard: sol heat f/heatcontrollers	Harvard	Harvard	ePhys	P1432082	11916839
Trans-Blot Turbo RTA Midi 0-2 umNitrocellulose	BioRad	BioRad	ePhys	P1477712	12007798
Harvard: chamber heatplatform with magclamp	Harvard	Harvard	ePhys	P1432082	11916839
Harvard: Low profile LG bathrec chamber	Harvard	Harvard	ePhys	P1432082	11916839
ELISA kit for IL-17A		Fisher	Microbiome	P1432081	11905017
Mini-PROTEAN® TetraVerticalElectrophoresis Ce	BioRad	BioRad	ePhys	P1459689	11969113
Heat-On Heat-On Block, 1L	Heidolph	Fisher	Chemistry	P1441399	1 11925316
Genomics kits		Fisher	Microbiome	P1476567	multiple
FLASK FAST FRZ COMPLETE 300ML	Labconco	Fisher	Chemistry	P1457019	1 11966120
gas cylinder regulator CGA296 plated brass		AirGas	ePhys or chemistry	P1436269	11944414
2 stage cylinder regulator	AirGas	AirGas	ePhys	P1446996	11936804
Faraday cage upper shelf	Evident	Evident	ePhys	P1437209	11821772
Protease kits, Phosphatase Inhibitor kits,		Sigma	ePhys	P1465477	11977823
Trans-Blot Turbo RTA Midi 0.2umNitrocellulose T	BioRad	BioRad	ePhys	P1459689	11969113
PowerPac™ Basic Power Supply100–120/220–2	BioRad	BioRad	ePhys	P1459689	11969113
FLASK FAST-FREEZE COMPL 120ML	Labconco	Fisher	Chemistry	P1457019	2 11966120
Labconco Fast-Freeze Flask Adapters, Stainless	Labconco	Fisher	Chemistry	P1457019	8 11966120
APC backup		Staples	ePhys	P1442748	11923064
HEPA filter system		Fisher	Neuroscience	P1469207	11986872
XL pipetter		Fisher	Microbiome	P1444552	11927126
Manifolds for the ephys rig	Harvard	Harvard	ePhys	P1472844	Multiple
cylinder wall mounts (qty4) and first aid kit		Grainger	chemistry	P1439280	11916706
icemaker w/ water filter		Fisher	chemistry	P1432685	11905373
FAST-FREEZE FLASK-AMBER 600ML	Labconco	Fisher	Chemistry	P1465476	1 11978385
Digital animal scale	Ohaus	Grainger	In vivo	P1464822	11977886
FLASK FAST FREEZE COMPL 900ML	Labconco	Fisher	Chemistry	P1457019	1 11966120
gas cylinder regulator		AirGas	ePhys or chemistry?	P1436269	11916267
Utility cart for microbiome		Grainger	Microbiome	P1439280	11916698
FAST-FREEZE FLASK 750 ML	Labconco	Fisher	Chemistry	P1457019	1 11966120
FLASK FAST FRZ COMPLETE 600ML	Labconco	Fisher	Chemistry	P1457019	1 11966120
EVO 2D barcode scanner		Fisher	Microbiome	P1428978	11900153
pH electrode	Fisher	Fisher	ePhys	P1469207	11985981
Stereotaxic stage adjuster	Kopf	Kopf	Neuroscience	P1432068	11910759

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Forceps, sample collection		Fisher	Microblome	P1436397		I1918415	
Surgery bonding catalyst .7		Henry Schein	Neuroscience	P1462550		I1990161	
MISUMI hardware for behavior chambers	Misumi	Misumi	Neuroscience	P1444670		I1928773	
FAST-FREEZE FLASK-AMBER 300ML	Labconco	Fisher	Chemistry	P1465476	1	I1978385	
Small induction chamber for SomnoSuite (3L)	Kent Scientific	FisherScientific	In Vivo	P1459522		I1967503	
Spare filament for eVF	Ugo Basile	Stoetting Co	In Vivo	P1466540		I1961311	
Harvard: cable assembly for heater controllers	Harvard	Harvard	ePhys	P1432082		I1916839	
4mm nylon filters	VWR	VWR	ePhys	P1466866		I1991603	
tube revolver		Fisher	Microbiome	P1461497		I1968296	
X-small induction chamber for SomnoSuite (1.2	Kent Scientific	FisherScientific	In Vivo	P1459522		I1967503	
Surgery hemostatic surgifoam		Henry Schein	Neuroscience	P1464368		I1990757	
Motorized Pestle for drug emulsification		Fisher	Microbiome	P1453901		I1950534	
Stanley Home tool kit x4	Stanley	Home Depot	multiple	multiple			
blot box for Western		Fisher	ePhys	P1470037		I1989788	
Surgery chisels	Austin	FisherScientific	Neuroscience	P1464372		I1975428	
shop-vac and absorbent kit		Grainger	chemistry	P1443824		I1925890	
Surgery silicone (KWIK-SIL)	KWIK	WPI	Neuroscience	P1464367		I1982132	
MISUMI hardware for behavior chambers	Misumi	Misumi	Neuroscience	P1442752		I1939134	
Pipette discard kit/stand/supply		Fisher	Microbiome	P1475890		I2001976	
Anesthesia Mask Large (rats up to 300 g)	Kent Scientific	FisherScientific	In Vivo	P1459522		I1967503	
Low anesthesia Mask XL	Kent Scientific	FisherScientific	In Vivo	P1459522		I1967503	
surgical scissors	VWR	VWR	In vivo	P1470034		I1989342	
Surgery Metabond dish		Henry Schein	Neuroscience	P1452698		I1950857	
Logitech conference headset	Logitech	Staples	Chemistry	P1451717		I1945150	
Harvard: holder f/ solutionheaters SH27 SF28	Harvard	Harvard	ePhys	P1432082		I1916839	
Dymo labeling system	Dymo	Staples	In vivo	P1470027		I1987824	
anti-static gun		Fisher	Microbiome	P1451352		I1943972	
Harvard: SS SLICER HD F/R-C-25gauge chamber	Harvard	Harvard	ePhys	P1432082		I1916839	
glassware: beaker		Fisher	Microbiome	P1470037		I1987748	
dissecting pan and tools	Thomas	Thomas	Microbiome	P1446995		I2020200	
Dissection Pan	Carollina	Carollina	In vivo	P1475336		I2003456	
logitech webcam	logitech	staples	NCWR	P1453286		I1947908	
Dell 46TB PowerEdge Server	Dell	OSU	Analyt Chem	P1425324		I1899152	
Inscopix nVista 3.0 systems, with scopes, commutators, ProView Implant kits, GRIN lenses, probes, practice probes (2 FULL sets)	Inscopix	Inscopix	\$ 148,000.00 Neuroscience				Werner Start-Up
LJAR behavior chambers	LJAR	LJAR	\$ 65,000.00 Neuroscience	P1304314		I1671268	Werner Start-Up
Neurostar stereotaxic and arms, controller	Neurostar	Neurostar	\$ 29,560.00 Neuroscience	P1309475		I1660697	Werner Start-Up
MedAssociates SG7308 CABINET, dig700p interface package, qty8 DIG716 smartcontrols, software, ttl adapters qty4 and cabling	MedAssociates	MedAssociates	\$ 11,366.90 Neuroscience			I1678449	Werner Start-Up
SomnoFlow Anesthesia; electric vaporizer	Kent	Fisher	\$ 5,401.68 Neuroscience	P1307341		I1663653	Werner Start-Up
WhiteMatter e3 behavior cameras with 15port h	WhiteMatter	WhiteMatter	\$ 3,127.75 Neuroscience	P1309709		I1645505	Werner Start-Up
Hamilton syringes Neuros 7001 qty6	Hamilton	Fisher	\$ 1,523.32 Neuroscience	P1319773		I1679688	Werner Start-Up
Lab vacuum pump (aspirator)	Microflex	Fisher	\$ 895.07 Neuroscience	P1340495		I1708221	Werner Start-Up
Seagate 4TB ext hard drive qty4	Seagate	Staples	\$ 637.24 Neuroscience	P1409462, P1341732		I1855249 and I171009'	found 3 hard drives
Ultrasonic Bath 2L	Fisher	Fisher	\$ 322.58 Neuroscience	P1344100		I1718726	Werner Start-Up
Microsoft ergo keyboard/mouse combo qty3	Microsoft	Staples	\$ 236.88 NCWR	P1329956		I1687416	Werner Start-Up
Extra Dell 24" monitor	Dell	Dell	\$ 234.29 Neuroscience	P1342191		I1711536	Werner Start-Up
Paxinos Atlas	Elsevier	Elsevier	\$ 225.00 Neuroscience	P1351482		multiple	Werner Start-Up
Asus extra monitor 27" LED	Asus	Staples	\$ 159.99 NCWR	P1332039		I1692940	Werner Start-Up
pH Meter and probes and balance solutions	Fisher	Fisher	\$ 780.69 Neuroscience	P1344100		Multiple	Werner Start-Up
surgery tools and instrument covered trays		Fisher	\$ 597.55 Neuroscience	P1309735		Multiple	Werner Start-Up

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EXHIBIT B

NCWR TRADEMARKS

NCWR Trademarks include the Oklahoma, United States, and international common law trademark rights in the following:

NATIONAL CENTER FOR WELLNESS AND RECOVERY

CENTER FOR WELLNESS AND RECOVERY

NCWR (acronym)



VIA EMAIL: tucker@knbltd.com

Mr. Tucker Link

Chairman, National Center for Addiction Studies and Treatment Foundation

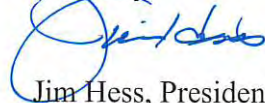
September 26, 2025

Dear Mr. Link,

Please let this letter serve as documentation of the award closeout for the grant award dated November 4, 2022, to Oklahoma State University Center for Health Sciences ("OSU-CHS") from the National Center for Addiction Studies and Treatment Foundation ("NCAST"). As of June 30, 2025, \$3,512,546.00 was still remaining of the grant funds. An additional \$131,548.38 was used to pay out remaining benefits for those employees who left employment at OSU-CHS to become employed by NCAST, or a subsidiary thereof. The parties agreed that \$268,069.00 should be subtracted to account for equipment bought for Dr. Craig Werner by OSU-CHS that will be transferred to NCAST along with other NCAST purchased equipment and supplies. Therefore, OSU-CHS shall return \$3,112,928.62 of the grant funds to NCAST.

In addition, there is still an additional \$228,153.68 owed to OSU-CHS by NCAST for reimbursement of costs incurred against the vivarium grant awarded to OSU-CHS in November 2021.

Sincerely,



Jim Hess, President, OSU