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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

**ENDO INTERNATIONAL plc, et al.,
Debtors.¹**

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

Related Docket Nos. 3535, 3548 & 3549

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE that on January 12, 2024, the Bankruptcy Court for the Southern District of New York (the “Court”) entered the *Order (I) Scheduling a Combined Hearing for Approval of the Disclosure Statement and Confirmation of the Plan; (II) Conditionally Approving the Adequacy of the Disclosure Statement; (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes, and (D) Procedures for Objections; and (IV) Granting Related Relief* [Docket No. 3549] (the “Disclosure Statement Order”), which, among other things, conditionally approved the *Disclosure*

¹ The last four digits of Debtor Endo International plc’s tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors [Docket No. 3548] (the “Disclosure Statement”).²

PLEASE TAKE FURTHER NOTICE that on January 25, 2024, in accordance with the Disclosure Statement Order, the Debtors commenced solicitation on the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3535] (as may be modified, amended, or supplemented from time to time, the “Plan”).

PLEASE TAKE FURTHER NOTICE that, as contemplated by the Plan and the Disclosure Statement Order, the Debtors hereby file the Plan Supplement, which includes the following documents, as may be modified, amended or supplemented from time to time in accordance with the Plan:

Exhibit No.	Document Title
Exhibit 1-A	GUC Trust Agreement
Exhibit 1-B	GUC Trust Cooperation Agreement
Exhibit 2-A	PPOC Trust Agreement
Exhibit 2-B	PPOC Trust Distribution Procedures
Exhibit 2-C	PI Trust Agreement
Exhibit 2-D	PI Trust Distribution Procedures
Exhibit 2-E	NAS PI Trust Agreement
Exhibit 2-F	NAS PI Trust Distribution Procedures
Exhibit 2-G	Hospital Trust Agreement
Exhibit 2-H	Hospital Trust Distribution Procedures
Exhibit 2-I	Third-Party Payor Trust Agreement and Claim Form
Exhibit 2-J	Third-Party Payor Trust Distribution Procedures
Exhibit 2-K	Independent Emergency Room Physician Trust II Agreement
Exhibit 2-L	Independent Emergency Room Physician Trust II Distribution Procedures
Exhibit 3-A	Future PI Trust Agreement
Exhibit 3-B	Future Opioid PI Trust Distribution Procedures

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan (as defined herein) or the Disclosure Statement, as applicable.

Exhibit No.	Document Title
Exhibit 3-C	Future NAS PI Trust Distribution Procedures
Exhibit 3-D	Future Mesh Trust Distribution Procedures
Exhibit 4	Schedule of Qualifying Opioids
Exhibit 5	Public Opioid Trust Agreement
Exhibit 6-A	Voluntary Opioid Operating Injunction
Exhibit 6-B	VOI Side Letter
Exhibit 7	Tribal Opioid Trust Agreement
Exhibit 8	Canadian Provinces Trust Agreement
Exhibit 9-A	Other Opioid Claims Trust Agreement
Exhibit 9-B	Other Opioid Claims Trust Distribution Procedures
Exhibit 10-A	EFBD Claims Trust Agreement
Exhibit 10-B	EFBD Claims Trust Distribution Procedures
Exhibit 11	Opioid School District Recovery Trust Governing Documents
Exhibit 12	Illustrative Corporate Governance Documents of Purchaser Parent
Exhibit 13	Rejection Schedule
Exhibit 14	Schedule of Retained Causes of Action
Exhibit 15	Schedule of Excluded Insurance Policies
Exhibit 16	Update on U.S. Government Resolution
Exhibit 17	Update on Exit Financing Documents
Exhibit 18	Notice Regarding Professional Fees of Opioid Claimant Counsel

PLEASE TAKE FURTHER NOTICE that the exhibits attached hereto remain subject to continuing negotiations and the final versions of such exhibits may contain material differences from the versions filed herewith. For example, and without limitation, the Creditors' Committee and the Opioid Claimants' Committee have not agreed to certain terms contained in the forms of trust documents attached hereto. All parties reserve all of their respective rights with respect to the documents attached hereto. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a redline version with the Bankruptcy Court concurrently with the filing of such amended or modified documents.

PLEASE TAKE FURTHER NOTICE that responses or objections to the Plan, any supplements thereto, or the Disclosure Statement must be made in writing and filed with the Court no later than **February 22, 2024 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing is scheduled to commence on **March 19, 2024 at 10:00 a.m. (prevailing Eastern Time)** before the Court.

PLEASE TAKE FURTHER NOTICE that copies of the Plan, the Disclosure Statement, the Plan Supplement, and any underlying exhibits thereto can be viewed and/or obtained (i) by accessing the Court's website at www.nysb.uscourts.gov, (ii) by contacting the Office of the Clerk of the Court at United States Bankruptcy Court for the Southern District of New York, or (iii) on the website of the Debtors' claims and noticing agent, Kroll Restructuring Administration LLC, at <https://restructuring.ra.kroll.com/Endo>; or by contacting Kroll directly at (877) 542-1878 (toll free for callers within the United States and Canada) and (929) 284-1688 (for international callers).

Dated: February 15, 2024
New York, New York

/s/ Paul D. Leake _____

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Possession*

Exhibit 1-A

GUC Trust Agreement

WORKING DRAFT
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES

THE ENDO GUC TRUST AGREEMENT

BY AND AMONG

THE GUC TRUSTEE

[THE DELAWARE TRUSTEE]

ENDO INTERNATIONAL PLC

AND

[ENDO, INC.]¹

[•], 2024

¹ Note to Draft: Reference to NewCo.

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ENDO GUC TRUST AGREEMENT

This Endo GUC Trust Agreement (as it may be amended, modified, supplemented, or restated from time to time, this “**Trust Agreement**”) dated as of [●], 2024 (the date on which the Plan (defined herein) became effective under its terms, the “**Effective Date**”), is made and entered into by and among [Endo International plc, on behalf of itself and the other Debtors (defined herein)], [Endo, Inc.], [Delaware Trustee], or its successor, as Delaware trustee (the “**Delaware Trustee**”), and the GUC Trustee (as defined herein), solely in its capacity as GUC Trustee for purposes of this Trust Agreement (each, a “**Party**” and collectively, the “**Parties**”) for the purpose of forming a trust provided for herein (the “**GUC Trust**”).

RECITALS

A. On August 16, 2022 (the “**Petition Date**”), the Debtors (as defined herein) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (as amended, the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The chapter 11 cases of the Debtors (the “**Chapter 11 Cases**”) are jointly administered as *In re Endo International plc, et al.*, Case No. 22-22549 (JLG).

B. On April 3, 2023, the Bankruptcy Court entered its *Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Procedures for Filing Proofs of Claim; (III) Approving the Proof of Claim Forms; (IV) Approving the Form and Manner of Notice Thereof; and (V) Approving the Confidentiality Protocol* [Docket No. 1767] (together with any amendments thereto, the “**Bar Date Order**”).

C. On, [●], 2024, the Debtors filed the [●] *Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. ●] (as amended and supplemented, and as confirmed by the Bankruptcy Court, the “**Plan**”).²

D. On, [●], 2024, the Bankruptcy Court entered its [Confirmation Order] confirming the Plan pursuant to the Bankruptcy Code [Docket No.] (the “**Confirmation Order**”).

E. The Plan provides for, *inter alia*, the formation of the GUC Trust pursuant to this Trust Agreement, the Plan, the Confirmation Order, and the other GUC Trust Documents, and the distribution, pursuant to the terms of the Plan and the GUC Trust Documents, of the Trust Assets to holders of Eligible General Unsecured Claims that are Allowed on the Effective Date or that become Allowed after the Effective Date.

F. Pursuant to the Plan and the Confirmation Order, on the Effective Date, (a) the Debtors shall transfer, or shall be deemed to have transferred to the GUC Trust (i) the Transferred Insurance Rights (defined herein) and (ii) the Transferred Litigations (defined herein), and (b) Purchaser Parent shall (i) transfer or cause to be transferred the Trust Transferred Cash to the GUC Trust, and (ii) distribute the GUC Trust Purchaser Equity to certain holders of Notes Claims entitled to receive such GUC Trust Purchaser Equity; provided, for the avoidance of doubt, that

² Note to Draft: To be updated with Plan amendments.

the GUC Trust Purchaser Equity shall not be transferred to the GUC Trust and shall be distributed directly from the Purchaser Entities to the applicable holders.

G. On the date hereof, the Effective Date occurred, and pursuant to the Plan, title to the Trust Transferred Assets (defined herein) was vested in the GUC Trust.³

H. On the Effective Date, the GUC Trust and the Purchaser Entities entered into that certain GUC Creditor Trust-Purchaser Cooperation Agreement, attached hereto as **Exhibit [●]** (the “**Cooperation Agreement**”) providing that the Purchaser Entities shall, after a reasonable search (consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34), collect, preserve, and transfer (or cause to be transferred) to the GUC Trust all Documents⁴ and information that are in their possession, custody, or control, which are, in whole or in part, relevant to (i) Claims Processing, as defined in the Cooperation Agreement and requested in Exhibit A thereto; (ii) the pursuit and/or prosecution of any GUC Trust Litigation Claim or the pursuit of any GUC Trust Insurance Rights, as requested in Exhibit B to the Cooperation Agreement; or (iii) the GUC Trust’s Reporting Obligations, as defined in the Cooperation Agreement and requested in Exhibit C to the Cooperation Agreement. The cooperation of the Debtors and the Remaining Debtors with the GUC Trust in regard to the matters described herein shall be subject to the terms of, and solely to the extent set forth in, the Plan.

I. The GUC Trust is established for the purpose of (i) receiving, collecting, holding, administering, liquidating, and distributing the Trust Assets for the benefit of the GUC Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to effectuate, and consistent with, the liquidating purpose of the GUC Trust; (ii) reconciling the Other General Unsecured Claims held by the GUC Trust Beneficiaries to the extent provided herein; and (iii) making distributions to the GUC Trust Beneficiaries.

J. The GUC Trust shall be responsible for making distributions of the Trust Assets to (i) the holders of the GUC Trust Eligible General Unsecured Claims through the distribution of the Units issued by the GUC Trust, and (ii) the Distribution Sub-Trusts, each as provided for herein. Pursuant to the Plan, the Unit Issuance Ratios reflect an increased recovery for those Releasing Creditors that have granted, or are deemed to have granted, the GUC Releases. Such increased recovery shall be deemed to be on account of the grant of the GUC Releases by such Releasing Creditors. The Unit Issuance Ratios have been calculated on the basis of increasing the Claim Amount held by each Releasing Creditor by 400%. The Sub-Trust Distribution Procedures [shall] provide for a similar calculation for distributions of the Distribution Sub-Trust Assets to the Sub-Trust Eligible General Unsecured Claims.

K. This Trust Agreement is being executed to establish and provide for the administration and conduct of the affairs of the GUC Trust.

³ Note to Draft: Distribution of equity to be effected through the Plan.

⁴ As defined in the Cooperation Agreement, “**Documents**” means documents, data, testing, information, compilations, physical evidence, correspondence, communications, written materials, records and writings of any type or description, however created, reproduced or retrieved, and in any form, including, without limitation, databases and computer/electronic files.

L. The GUC Trust is intended to be classified for U.S. federal income tax purposes as a liquidating trust within the meaning of United States Treasury Regulation (hereinafter “**Treasury Regulation**”) section 301.7701-4(d) and to be treated as a “grantor trust” within the meaning of Tax Code sections 671-677 for United States federal income tax purposes.

M. For all United States federal income tax purposes, the GUC Trust, the GUC Trust Beneficiaries, and [those Persons charged with the administration of the Distribution Sub-Trusts] agree: (1) to treat the transfer of the Trust Transferred Assets to the GUC Trust as a deemed transfer of the Trust Transferred Assets by the Debtors and/or the Purchaser Entities, as applicable, to the GUC Trust Beneficiaries on account of their Allowed Eligible General Unsecured Claims, followed by a deemed transfer of (i) the Trust Transferred Assets received by the holders of by the Class A Unit Claims and Class B Unit Claims to the GUC Trust in exchange for the applicable beneficial interests therein, and (ii)(a) the Trust Transferred Assets received by the beneficiaries of the Distribution Sub-Trusts to one or more qualified settlement funds as described in Treasury Regulation section 1.468B-1 in exchange for beneficial interests therein, followed immediately by (ii)(b) the transfer of the Trust Transferred Assets received by the Distribution Sub-Trusts to the GUC Trust in exchange for beneficial interests therein; (2) to treat the GUC Trust as a liquidating trust described in Treasury Regulation 301.7701-4(d) and the GUC Trust Beneficiaries as the grantors and owners of the GUC Trust in accordance with Treasury Regulation section 301.7701-4(d) and Tax Code section 671, *et seq.*; (3) to treat the Distribution Sub-Trusts as one or more qualified settlement funds described in Treasury Regulation section 1.468B-1; and (4) to treat the Class B Disputed Claims Reserve as a disputed ownership fund within the meaning of Treasury Regulation section 1.468B-9.

N. The Bankruptcy Court shall have jurisdiction over the GUC Trust, the Delaware Trustee, the GUC Trustee, and the GUC Trust Oversight Board (each solely in their respective capacities as such), and the Trust Assets (including the transfer of the Trust Transferred Assets from the Debtors and/or the Purchaser Entities, as applicable) to the GUC Trust), as provided herein and in the other GUC Trust Documents, the Plan and the Confirmation Order; provided, however, that nothing herein is intended to confer upon the Bankruptcy Court jurisdiction inconsistent with applicable law, including with respect to the Transferred Litigations or other Causes of Action constituting Trust Assets.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties hereto agree hereby as follows:

ARTICLE I DEFINITIONS AND INTERPRETATIONS

1.1 Definitions Incorporated from the Plan. Other than the terms defined in the preamble and recitals above, in the following Section, or elsewhere in this Trust Agreement, any term used in capitalized form that is not defined in this Trust Agreement, but that is defined in the Plan, the Bankruptcy Code, or the Bankruptcy Rules, has the meaning assigned to such term in the Plan, the Bankruptcy Code, or the Bankruptcy Rules, as applicable, and, in event of a conflict, in such order of precedence.

1.2 Other Definitions. The following capitalized terms have the meanings herein as described below:

1.2.1 “**Accredited Investor**” shall have the meaning ascribed to such term in Regulation D under the Securities Act.

1.2.2 “**Affiliate**” shall have the meaning ascribed to such term in the Plan.

1.2.3 “**Allowed**” shall mean, (x) with respect to a GUC Trust Eligible General Unsecured Claim, that such GUC Trust Eligible General Unsecured Claim has been allowed pursuant to this Trust Agreement, (y) with respect to a Sub-Trust Eligible General Unsecured Claim, that such Sub-Trust Eligible General Unsecured Claim has been allowed pursuant to the applicable Sub-Trust Distribution Procedures, and (z) any Claim that has been allowed by the Bankruptcy Court. “Allowance” and other such terms have correlative meanings.

1.2.4 “**Assigned**” shall have the meaning ascribed to such term in Section 2.4.1 hereof.

1.2.5 “**Assignment**” shall have the meaning ascribed to such term in Section 2.4.1 hereof.

1.2.6 “**Bankruptcy Rules**” shall mean the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

1.2.7 “**Business Day**” shall mean any day other than a Saturday, Sunday, or legal holiday on which the banks in the City of New York, Borough of Manhattan, or Wilmington, Delaware, are authorized to remain closed.

1.2.8 “**Cash**” shall mean the legal tender of the United States of America or the equivalent thereof.

1.2.9 “**Cause**” shall mean, with respect to any Oversight Board Member:

- (a) such person’s conviction of a felony or any crime involving moral turpitude;
- (b) any act or failure to act by such person involving actual dishonesty, willful misconduct, fraud, material misrepresentation, theft, or embezzlement;
- (c) such person’s willful and repeated failure to perform their duties under this Trust Agreement or the Trust Act; or
- (d) such person’s incapacity, such that they presently are, and are expected to be for more than ninety (90) consecutive days, unable to substantially perform their duties under this Trust Agreement or the Trust Act.

1.2.10 “**Cause of Action**” shall mean any Claim, action, class action, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, rights of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license or franchise, in each case, of any kind, character or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, Allowed or Disallowed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam or otherwise, whether arising before, on or after the Petition Date, whether arising under federal statutory law, state statutory law, or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, in contract or in tort, at law, in equity or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising. For the avoidance of doubt, “Cause of Action” expressly includes (i) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable, (ii) any right of setoff, counterclaim, or recoupment and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity, (iii) the right to object to or otherwise contest Claims or Interests, (iv) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code, (v) any claim or defense, including fraud, mistake, duress, and usury, and any other defense set forth in section 558 of the Bankruptcy Code, and (vi) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory.

1.2.11 “**Certificate of Trust**” shall mean the certificate of trust of the GUC Trust as required by sections 3810 and 3820 of the Trust Act.

1.2.12 “**Certificated Class A Units**” shall have the meaning ascribed to such term in Section 5.3.3 hereof.

1.2.13 “**Claim**” shall have the meaning ascribed to such term set forth in section 101(5) of the Bankruptcy Code.

1.2.14 “**Claim Amount**” shall mean, with respect to a GUC Trust Eligible General Unsecured Claim, the Allowed amount of such Claim, or, if such Claim is Disputed, the Estimated Amount of such Claim.

1.2.15 “**Class A Units**” shall mean the Units issued to holders of Class A Unit Claims on account of such Claims.

1.2.16 “**Class A Unit Claims**” shall mean the Notes Claims.

1.2.17 “**Class A Unit Issuance Ratio**” shall mean, (i) with respect to a Class A Unit Claim held by a Releasing Creditor, [●] Class A Units issuable for each \$1,000 in amount of Class A Unit Claim, or (ii) with respect to a Class A Unit Claim held by a Non-Releasing Creditor, [●] Class A Units issuable for each \$1,000 in amount of Class A Unit Claim.

1.2.18 “**Class B Units**” shall mean the Units issued to holders of Class B Unit Claims on account of such Claims.

1.2.19 “**Class B Unit Claims**” shall mean the Other General Unsecured Claims.

1.2.20 “**Class B Disputed Claims Reserve**” shall mean the number of Class B Units reserved on account of Disputed Class B Unit Claims, together with all Cash theretofore distributed in respect of such Units, for distribution to holders of Disputed Class B Unit Claims that are subsequently Allowed.

1.2.21 “**Class B Unit Issuance Ratio**” shall mean, (i) with respect to a Class B Unit Claim held by a Releasing Creditor, [●] Class B Units issuable for each \$1,000 in amount of Class B Unit Claim, or (ii) with respect to a Class B Unit Claim held by a Non-Releasing Creditor, [●] Class B Units issuable for each \$1,000 in amount of Class A Unit Claim.

1.2.22 “**Class B Unit Register**” shall have the meaning ascribed to such term in Section 5.3.4 hereof.

1.2.23 “**Covenant Not to Collect**” shall have the meaning ascribed to such term in the Plan.

1.2.24 “**Creditors’ Committee**” shall mean the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

1.2.25 “**Debtors**” shall have the meaning ascribed to such term in the Plan.

1.2.26 “**Direct Registration Units**” shall have the meaning ascribed to such term in Section 5.3.3 hereof.

1.2.27 “**Disallowed**” shall mean, with respect to (x) a GUC Trust Eligible General Unsecured Claim, that such GUC Trust Eligible General Unsecured Claim has been disallowed pursuant to this Trust Agreement, and (y) a Sub-Trust Eligible General Unsecured Claim, that such Sub-Trust Eligible General Unsecured Claim has been disallowed pursuant to the applicable Sub-Trust Distribution Procedures. “Disallowance” and other such terms have correlative meanings.

1.2.28 “**Disbursement Agent**” shall mean the GUC Trust, or any Person or Persons designated or retained by the GUC Trust to serve as a disbursement agent in order to effect the distribution of Trust Assets as contemplated by this Trust Agreement,

including any Indenture Trustee to the extent such Indenture Trustee serves as a Disbursement Agent or other Trust Agent.

1.2.29 “**Disputed**” shall mean, with respect to an Eligible General Unsecured Claim, any Eligible General Unsecured Claim that is neither Allowed nor Disallowed.

1.2.30 “**Distributable Cash**” shall mean the Cash of the GUC Trust available from time to time for distribution to Unitholders (including the Class B Disputed Claims Reserve), by Unit Class, after funding of the Trust Expenses Reserve, the GPF Cash Distribution, the RP Cash Distribution, the Mesh Cash Distribution, the Ranitidine Cash Distribution, and the Indenture Trustee Expenses. For the avoidance of doubt, the Purchaser Entities Proceeds shall not constitute Distributable Cash.

1.2.31 “**Distribution Date**” shall mean, with respect to a particular Unit Class or a particular Distribution Sub-Trust, any date, as determined by the GUC Trustee with the consent of the GUC Trust Oversight Board, on which the GUC Trust makes a distribution of Cash to Unitholders holding Units of that Unit Class or to such Distribution Sub-Trust.

1.2.32 “**Distribution Record Date**” shall mean, with respect to a particular Unit Class, a date, as determined by the GUC Trustee with the consent of the GUC Trust Oversight Board, preceding each Distribution Date (other than the Initial Distribution Date), as the record date for determining the holders of such Units entitled to participate in the distribution on such Distribution Date.

1.2.33 “**Distribution Sub-Trusts**” shall mean the Mesh Claims Trust, the Ranitidine Claims Trust, the Reverse Payment Claims Trust, and the Generics Price Fixing Claims Trust.

1.2.34 “**Distribution Sub-Trusts Assets**” shall mean the distributions to which the Distributions Sub-Trusts are entitled from the Trust Assets pursuant to the Plan and the other GUC Trust Documents.

1.2.35 “**DTC**” shall mean the Depository Trust Company and any successor organization, its successors, or assigns.

1.2.36 “**Eligible General Unsecured Claim**” shall mean a GUC Trust Eligible General Unsecured Claim or a Sub-Trust Eligible General Unsecured Claim.

1.2.37 “**Entity**” shall have the meaning ascribed to such term set forth in section 101(15) of the Bankruptcy Code.

1.2.38 “**Estimated Amount**” shall mean, with respect to a Disputed Class B Claim, the estimated amount of a Disputed Class B Claim as determined either by the GUC Trustee in its good faith discretion or as estimated by the Bankruptcy Court, including pursuant to the Reserve Order.

1.2.39 “**Final Order**” shall mean an order or judgment of a court of competent jurisdiction (including, for the avoidance of doubt, the Bankruptcy Court) with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal, petition for certiorari, or move for reargument, reconsideration, or rehearing has expired and no appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing has been timely taken or filed, or as to which any appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or any comparable rule may be filed relating to such order shall not cause such order to not be a Final Order.

1.2.40 “**Fiscal Year**” shall mean any fiscal year of the GUC Trust, as provided in Section 2.5 hereof.

1.2.41 “**Generics Price Fixing Claims**” shall have the meaning ascribed to such term in the Plan.

1.2.42 “**Generics Price Fixing Claims Trust**” shall mean the trust established pursuant to the Generics Price Fixing Trust Agreement whose beneficiaries are the holders of Generics Price Fixing Claims.

1.2.43 “**Generics Price Fixing Trust Agreement**” shall mean that certain [].

1.2.44 “**GUC Excluded Parties**” shall have the meaning ascribed to such term in the Plan.

1.2.45 “**GUC Releases**” shall have the meaning ascribed to such term in the Plan.

1.2.46 “**GUC Trust Beneficiaries**” shall mean the holders of Allowed GUC Trust Eligible General Unsecured Claims and the Distribution Sub-Trusts. For the avoidance of doubt, and without limiting any rights of the Purchaser Entities to receive (or otherwise with respect to) the Purchaser Entities Proceeds the Purchaser Entities shall not be, and shall not be deemed to be, GUC Trust Beneficiaries.

1.2.47 “**GUC Trust Claims Resolution Procedures**” shall mean the *Endo GUC Trust Procedures for Claims Resolution* for resolving disputes regarding the Allowance of Disputed Class B Claims (including the amounts thereof) and other disputes relating to the GUC Trust and the rights of the GUC Trust Beneficiaries, substantially in the form attached hereto as **Exhibit [●]**, as the same may be amended by the GUC Trustee from time to time as provided herein.

1.2.48 “**GUC Trust Documents**” shall mean, including all schedules, exhibits, supplements, and any other attachments thereto, this Trust Agreement, the Cooperation Agreement, and the UCC Allocation (as defined in the Plan), each as may be amended from time pursuant to the terms thereof. For the avoidance of doubt, the GUC Trust Documents shall be consistent with the terms of the Plan and the Confirmation Order.

1.2.49 “**GUC Trust Eligible General Unsecured Claim**” shall mean any present Claim against one or more of the Debtors that (i) was timely filed in accordance with the Bar Date Order (or was exempt from filing pursuant to the Bar Date Order) or other order of the Bankruptcy Court, (ii) is (a) a Class A Unit Claim, or (b) a Class B Unit Claim, and (iii) other than with respect to Class A Unit Claims, is a Claim for which the holder of such Claim returned a properly executed Trust Submission Form by the Trust Submission Form Deadline. For the avoidance of doubt, the GUC Trust Eligible General Unsecured Claims shall not include any Claim receiving a distribution from any of the Distribution Sub-Trusts.

1.2.50 “**GUC Trust Eligible General Unsecured Claimant**” shall mean a holder of a GUC Trust Eligible General Unsecured Claim.

1.2.51 “**GUC Trust Oversight Board**” shall mean the board appointed to oversee the affairs of the GUC Trust, as provided in this Trust Agreement, consisting of (x) initially, the Persons whose names appear on **Exhibit [●]** to this Trust Agreement, and (y) any successor(s) or replacement(s) duly appointed under the terms of this Trust Agreement.

1.2.52 “**GUC Trustee**” shall mean (x) initially, the Person whose name appears on the signature page of this Trust Agreement in such capacity, and (y) any successor or replacement duly appointed under the terms of this Trust Agreement.

1.2.53 “**Indenture Trustees**” shall mean the indenture trustees under the Notes Indentures.

1.2.54 “**Indenture Trustee Charging Lien**” shall mean any Lien that secures payment, or other priority of right to payment, of the Indenture Trustee Expenses as provided for in the applicable Notes Indentures.

1.2.55 “**Indenture Trustee Expenses**” shall mean the documented fees and reasonable expenses by each of the Indenture Trustees (including the reasonable and documented fees and expenses of counsel retained by any such Indenture Trustees) and that (i) are payable under the applicable Notes Indenture, and (ii) have not been otherwise paid by the Debtors or the Post-Emergence Entities.

1.2.56 “**Interest**” shall have the meaning ascribed to such term in the Plan.

1.2.57 “**Lien**” shall have the meaning ascribed to such term set forth in section 101(37) of the Bankruptcy Code.

1.2.58 “**Majority Consent**” shall mean the affirmative consent of a majority of the members constituting the whole GUC Trust Oversight Board, given at a meeting called for that purpose, or by a written consent in lieu of a meeting in accordance with this Trust Agreement.

1.2.59 “**Mesh Claim**” shall have the meaning ascribed to such term in the Plan.

1.2.60 “**Mesh Claims Trust**” shall mean the trust established pursuant to the Mesh Claims Trust Agreement whose beneficiaries are the holders of Mesh Claims.

1.2.61 “**Mesh Claims Trust Agreement**” shall mean that certain [].

1.2.62 “**Non-Debtor Affiliate**” shall have the meaning ascribed to such term in the Plan.

1.2.63 “**Non-Releasing Creditor**” shall mean a GUC Trust Eligible General Unsecured Claimant that has not granted, or has been deemed to have not granted, the GUC Releases pursuant to the Plan.

1.2.64 “**Notes**” shall mean the Second Lien Notes and the Unsecured Notes.

1.2.65 “**Notes Claims**” shall have the meaning ascribed to such term in the Plan.

1.2.66 “**Notes Indentures**” shall mean the Second Lien Notes Indenture and the Unsecured Notes Indentures.

1.2.67 “**Other General Unsecured Claims**” shall have the meaning ascribed to such term in the Plan.

1.2.68 “**Oversight Board Members**” shall mean, collectively, the members of the GUC Trust Oversight Board.

1.2.69 “**Pending**” shall mean with respect to an Eligible General Unsecured Claim other than a Class A Unit Claim, a Claim that would otherwise constitute an Eligible General Unsecured Claim except that the holder of such Eligible General Unsecured Claim has not, as of the relevant date, provided a properly executed Trust Submission Form prior to the occurrence of the Trust Submission Form Deadline.

1.2.70 “**Person**” shall mean an individual (including, without limitation, in his or her capacity as a trustee, protector, or executor), corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust or trustee, protector, executor, estate, unincorporated organization, governmental unit, tribe, or other Entity.

1.2.71 “**Post-Emergence Entities**” shall have the meaning ascribed to such term in the Plan.

1.2.72 “**Privileged Materials**” shall have the meaning ascribed to such term in the Cooperation Agreement.

1.2.73 “**Privileges**” shall have the meaning ascribed to such term in the Cooperation Agreement.

1.2.74 “**Pro Rata**” shall mean, with respect to any Units in an individual Unit Class, the fraction, which may be expressed as a percentage, obtained by dividing (x) such number of Units by (y) the total number of Units at the time outstanding in that individual class, including, with respect to the Class B Units, the Class B Units held in the Class B Disputed Claims Reserve.

1.2.75 “**Purchaser Entity**” shall have the meaning ascribed to such term in the Plan.

1.2.76 “**Ranitidine Claim**” shall have the meaning ascribed to such term in the Plan.

1.2.77 “**Ranitidine Claims Trust**” shall mean the trust established pursuant to the Ranitidine Claims Trust Agreement whose beneficiaries are the holders of Ranitidine Claims.

1.2.78 “**Ranitidine Claims Trust Agreement**” shall mean that certain [].

1.2.79 “**Released Parties**” shall have the meaning ascribed to such term in the Plan.

1.2.80 “**Releasing Creditor**” shall mean a GUC Trust Eligible General Unsecured Claimant that is “GUC Releasing Party” as defined in the Plan.

1.2.81 “**Remaining Debtors**” shall have the meaning ascribed to such term in the Plan.

1.2.82 “**Representatives**” shall mean a Person’s former and current officers, former and current directors, former and current principals, current and former partners, current and former members, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals, and the employees of each of the foregoing, each solely in its capacity as such.

1.2.83 “**Reserve Order**” shall mean the order from the Bankruptcy Court, on a motion by the Creditors’ Committee or the GUC Trust, establishing the Class B Disputed Claims Reserve with respect to unliquidated or otherwise Disputed Class B Unit Claims.

1.2.84 “**Reverse Payment Claim**” shall have the meaning ascribed to such term in the Plan.

1.2.85 “**Reverse Payment Claims Trust**” shall mean the trust established pursuant to the Reverse Payment Claims Trust Agreement whose beneficiaries are the holders of Reverse Payment Claims.

1.2.86 “**Reverse Payment Claims Trust Agreement**” shall mean that certain [].

1.2.87 “**Securities Act**” shall mean the United States Securities Act of 1933, as amended, and as applicable the rules and regulations promulgated thereunder.

1.2.88 “**Second Lien Notes Indenture**” shall have the meaning ascribed to such term in the Plan.

1.2.89 “**Specified Oversight Board Member**” shall have the meaning ascribed to such term in Section 8.2.4 hereof.

1.2.90 “**Sub-Trust Agreements**” shall mean the documents establishing and governing the Distribution Sub-Trusts.

1.2.91 “**Sub-Trust Distribution Procedures**” shall mean the distribution procedures governing allowance and allocation of distributions within each Distribution Sub-Trust with respect to, as applicable, Generics Price Fixing Claims, Reverse Payment Claims, Mesh Claims, and Ranitidine Claims.

1.2.92 “**Sub-Trust Eligible General Unsecured Claim**” shall mean a Generics Price Fixing Claim, a Reverse Payment Claim, a Mesh Claim, or a Ranitidine Claim.

1.2.93 “**Supermajority Consent**” shall mean the affirmative consent of at least [●] ([●]/[●]) of the members constituting the whole GUC Trust Oversight Board (disregarding any remainder of such calculation), given at a meeting called for that purpose or by written consent in lieu of a meeting in accordance with this Trust Agreement; provided, however, that, for purposes of the removal of an Oversight Board Member in accordance with Section 8.2.4 hereof, Supermajority Consent means the affirmative consent of all of the members of the GUC Trust Oversight Board, not including the Oversight Board Member subject to removal; provided further that in the event the GUC Trust Oversight Board is at any time comprised of less than [●] members, any act otherwise requiring Supermajority Consent shall require only Majority Consent.

1.2.94 “**Tax Authority**” shall mean a federal, state, local, or foreign government or agency, instrumentality, or employee thereof, court, or other body (if any) charged with the administration of any law relating to Taxes.

1.2.95 “**Tax Code**” shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

1.2.96 “**Tax Return**” shall mean a return, declaration, form, election, letter, report, statement, estimate, information return, or other information filed or required to be filed with respect to any Taxes, including any schedule or attachment thereto or amendment thereof, including any claim for a Tax refund.

1.2.97 “**Taxes**” shall mean all (a) federal, state, local, or foreign taxes, including, without limitation, all net income, alternative minimum, net worth or gross receipts, capital, value added, franchise, profits, estimated, property, transfer, and sales or use taxes, and (b) interest, penalties, fines, additions to tax, or additional amounts imposed by any Tax Authority or paid in connection with any item described in clause (a) hereof.

1.2.98 “**Transfer**” shall mean, with respect to Units or any other interest in the GUC Trust, any transfer, sale, pledge, assignment, conveyance, gift, bequest, inheritance, grant, distribution, hypothecation, or other disposition of, or creation of a security interest in, such GUC Trust Interest, whether voluntarily or by operation of law. “**Transferor**,” “**Transferee**,” and “**Transferred**” shall have correlative meanings.

1.2.99 “**Transferred Insurance Rights**” shall mean the “GUC Trust Insurance Rights” and the “GUC Trust D&O Insurance Claims” as those terms are defined in the Plan.

1.2.100 “**Transferred Litigations**” shall mean all Claims and Causes of Action against the GUC Excluded Parties transferred (or required to be transferred) to the GUC Trust pursuant to the Plan.

1.2.101 “**Trust Act**” shall mean the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq., as the same may from time to time be amended, or any successor statute.

1.2.102 “**Trust Agent**” shall mean any one or more agents of the GUC Trust appointed by the GUC Trustee in accordance with section 3806(b)(7) of the Trust Act, including for the avoidance of doubt, any Disbursement Agent and any Indenture Trustee to the extent such Indenture Trustee serves as a Disbursement Agent or other Trust Agent.

1.2.103 “**Trust Assets**” shall mean all property held from time to time by the GUC Trust, including the Trust Transferred Assets, on or after the Effective Date, and including all Cash and non-Cash assets held in the Class B Disputed Claims Reserve and the Trust Expenses Reserve.

1.2.104 “**Trust Assets Allocation Schedule**” shall mean the schedule attached hereto as **Schedule [●]**, which provides for the allocation of the Trust Assets among the Unit Classes and the Distribution Sub-Trusts.

1.2.105 “**Trust Budget**” shall have the meaning ascribed to such term in Section 2.6 hereof.

1.2.106 “**Trust Expenses Reserve**” shall mean an amount of Cash or other assets set aside from time to time by the GUC Trustee in consultation with the GUC Trust Oversight Board for paying costs, fees, and expenses, and reserving for liabilities, of the GUC Trust, as provided in Section 9.4 hereof.

1.2.107 “**Trust Submission Form**” shall mean the form attached hereto as **Exhibit [●]**, along with any documentation required to be submitted therewith, required to be properly executed and submitted to the GUC Trust by all holders of Eligible General Unsecured Claims other than Class A Unit Claims, pursuant to which such holders shall (i) identify the type of Eligible General Unsecured Claim it holds and confirm that such Claim shall receive a Distribution solely pursuant to the GUC Trust Documents in accordance with the Plan and the Confirmation Order, and otherwise participate in the GUC Trust or the Distribution Sub-Trusts, as applicable, and (ii) provide certain other information necessary for the distribution of Units and Cash distributions thereon.

1.2.108 “**Trust Submission Form Deadline**” shall mean [●], 2024, or such later date as may be determined by the GUC Trustee with the consent of the GUC Trust Oversight Board.

1.2.109 “**Trust Transferred Assets**” shall mean the Trust Transferred Cash, the Transferred Litigations, the Transferred Insurance Rights, and all materials required to be transferred to the GUC Trust pursuant to the Cooperation Agreement.

1.2.110 “**Trust Transferred Cash**” shall mean Cash in the amount of \$60,000,000.00.

1.2.111 “**Trust Website**” shall mean an internet website maintained by the GUC Trust in accordance with this Trust Agreement.

1.2.112 “**Unit Class**” shall mean each of the classes of Units, consisting of the Class A Units and the Class B Units.

1.2.113 “**Unit Distribution Date**” shall mean a date, as determined from time to time by the GUC Trustee with the consent of the GUC Trust Oversight Board, on which Class B Units shall be distributed from the Class B Disputed Claims Reserve to holders of Disputed Class B Unit Claims that have become Allowed in the period between the second preceding Unit Distribution Record Date (or in the case of the first Unit Distribution Date, from the initial Unit Distribution Record Date) and the first preceding Unit Distribution Record Date.

1.2.114 “**Unit Distribution Record Date**” shall mean a date, as determined from time to time by the GUC Trustee with the consent of the GUC Trust Oversight Board, on which Class B Units shall be distributed from the Class B Disputed Claims Reserve to holders of Disputed Class B Unit Claims that have become Allowed in the period between the second preceding Unit Distribution Record Date and the first preceding Unit Distribution Record Date.

1.2.115 “**Unit Issuance Ratios**” shall mean the Class A Unit Issuance Ratio and the Class B Unit Issuance Ratio.

1.2.116 “**Unit Register**” shall mean, as applicable, the Class A Unit Register or the Class B Unit Register.

1.2.117 “**Unitholder**” shall mean a holder of one or more Units, including the Class B Disputed Claims Reserve.

1.2.118 “**Units**” shall mean units of beneficial interest issued by the GUC Trust consisting of the Class A Units and the Class B Units.

1.2.119 “**Unsecured Notes Indentures**” shall have the meaning ascribed to such term in the Plan.

1.3 **Interpretation.** For the purposes of this Trust Agreement: (a) in the appropriate context, each term, whether stated in the singular or the plural, includes both the singular and the plural, and pronouns stated in the masculine, feminine, or neutral gender include the masculine, feminine, and the neutral gender; (b) unless otherwise stated herein, any reference in this Trust Agreement to an existing document or exhibit shall mean that document or exhibit, as it may thereafter be amended, modified, or supplemented; (c) except as otherwise provided in this Trust Agreement, all references in this Trust Agreement to “Articles” or “Sections” are references to Articles or Sections, respectively, of this Trust Agreement; (d) except as otherwise provided in this Trust Agreement, the words “herein,” “hereof,” and “hereto” refer to this Trust Agreement in its entirety rather than to a particular portion of this Trust Agreement; (e) the words “includes” and “including” are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity, or specificity and do not in any respect qualify, characterize, or limit the generality of the class within which such things are included; (f) any reference to a Person as a holder of a Claim or Interest includes that Person’s successors, assigns, and, with respect to any release or limitation on liability, such Persons’ Affiliates; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Trust Agreement; (h) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (i) any non-material effectuating provisions may be interpreted by the GUC Trustee or the Oversight Board Members, as applicable, in a manner that is consistent with the overall purpose and intent of this Trust Agreement, the other GUC Trust Documents, and the Plan and Confirmation Order, all without further order of the Bankruptcy Court.

1.4 **Computation of Time.** Except as otherwise provided in this Trust Agreement, Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in this Trust Agreement.

1.5 **Conflicting Terms.** In the case of any ambiguity, inconsistency, or conflict between the terms of this Trust Agreement and any of the other GUC Trust Documents and the terms of the Plan and/or the Confirmation Order, the terms of the Plan and/or the Confirmation Order shall govern and control. In the event of any ambiguity, inconsistency, or conflict between the terms of the Plan and the Confirmation Order, the Confirmation Order shall govern and control.

ARTICLE II CREATION AND PURPOSE OF TRUST

2.1 Creation of Trust; Name.

2.1.1 Upon the Effective Date, pursuant to this Trust Agreement, the Plan, the Confirmation Order, and the other GUC Trust Documents, the GUC Trust is hereby established. The GUC Trust may conduct the affairs of the GUC Trust under the name of the “Endo GUC Trust,” the “GUC Trust,” or such variation thereof in connection with the exercise of its powers and duties hereunder as the GUC Trustee may from time to time approve.

2.2 Purpose of Trust.

2.2.1 Pursuant to this Trust Agreement, the Plan, and the Confirmation Order, and the other GUC Trust Documents, the GUC Trust is established for the purposes of, acting through the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, and the Trust Agents, (i) receiving, collecting, holding, administering, liquidating, and distributing the Trust Assets for the benefit of the GUC Trust Beneficiaries in accordance with the terms of this Trust Agreement, the Plan, the Confirmation Order, and the other GUC Trust Documents; (ii) providing for efficient, fair, and reasonable procedures for processing and making distributions, directly or indirectly to holders of Eligible General Unsecured Claims; and (iii) making distributions to the GUC Trust Beneficiaries as provided for in this Trust Agreement, the other GUC Trust Documents, and the Plan and Confirmation Order.

2.2.2 This Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The GUC Trust is not intended to be, and shall not be deemed to be, or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company, or association, nor shall any of the GUC Trustee, the Oversight Board Members, or the GUC Trust Beneficiaries, for any purpose be, or be deemed to be or be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the GUC Trust Beneficiaries to the GUC Trustee and the Oversight Board Members shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by the GUC Trust Documents, and the Plan and Confirmation Order.

2.2.3 The activities of the GUC Trust shall be limited to those activities set forth in this Trust Agreement, the other GUC Trust Documents, and the Plan and Confirmation Order. The GUC Trust is intended to qualify as a liquidating trust pursuant to Treasury Regulation section 301.7701-4(d) and to treat the GUC Trust Beneficiaries as the grantors and owners of the GUC Trust in accordance with Treasury Regulation section 301.7701-4(d) and Tax Code section 671, *et seq.*, and the primary purpose of the GUC Trust shall be to liquidate and distribute the Trust Assets to the GUC Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purpose of the GUC Trust as set

forth in this Trust Agreement, the other GUC Trust Documents, and the Plan and Confirmation Order. For the avoidance of doubt, the GUC Trust shall not have any responsibility in connection with any winddown, reorganization, or the businesses of any of the Debtors, any Post-Emergence Entity, or any of their respective Affiliates.

2.3 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, except as otherwise provided herein, the GUC Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The GUC Trust may alone be the named movant, respondent, party plaintiff, or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.4 Transfer of the Trust Transferred Assets.

2.4.1 On the Effective Date, the Debtors and/or the Purchaser Entities, as applicable, irrevocably grant, release, assign, convey, transfer, issue, and deliver, and shall automatically be deemed to have granted, released, assigned, conveyed, transferred, issued, and delivered (collectively, “**Assigned**,” and the effect of such actions, the “**Assignment**”), to the GUC Trust, without recourse, all of their respective rights, title, and interest in the Trust Transferred Assets, free and clear of all Liens and Claims for the benefit of the GUC Trust Beneficiaries, including, without limitation and pursuant to the terms and conditions of the Plan, the Confirmation Order, and the other GUC Trust Documents, which shall vest solely in the GUC Trust, as nominee for the GUC Trust Beneficiaries. In no event shall any part of the Trust Transferred Assets revert to or be distributed to the Post-Emergence Entities, except as provided in Section [6.1.3]. Upon the Assignment of the Trust Transferred Assets, the GUC Trust shall succeed to the right, title, and interest in the Trust Transferred Assets, and no Person (including, for the avoidance of doubt, the Debtors or the Post-Emergence Entities) shall have any further rights or interests in or with respect to the Trust Transferred Assets, nor shall it have any rights or interest in any other Trust Assets or the GUC Trust, except as provided in Section [6.1.3] or the Cooperation Agreement. The receipt of the Privileges and the Privileged Materials by the GUC Trust pursuant to the Plan and/or the Cooperation Agreement, as applicable, shall be without waiver in recognition of the joint/successorship interest in prosecuting claims on behalf of the Debtors and the Post-Emergence Entities. The Trust Transferred Assets shall be Assigned to the GUC Trust on the Effective Date; provided, however, to the extent any of the Trust Transferred Assets are capable of being Assigned but are not Assigned upon the Effective Date, the obligation to effect the Assignment of such Trust Transferred Asset shall be satisfied [promptly thereafter] by the Purchaser Entities, in accordance with the Cooperation Agreement.

2.4.2 Solely to the extent necessary, in the event that any Trust Transferred Asset cannot be Assigned to the GUC Trust due to a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other applicable provision of the Bankruptcy Code, such Trust Transferred Asset shall to the extent permitted by applicable law be deemed to be held by the applicable Post-Emergence Entity as bailee for the GUC Trust, and the GUC Trustee shall be deemed to have been designated as a representative

of the Post-Emergence Entities, to, as applicable, liquidate, monetize, enforce, and/or pursue such Trust Transferred Asset on the behalf of the Post-Emergence Entities, as applicable, for the benefit of the GUC Trust Beneficiaries; provided, however, that, to the extent, as a result of the foregoing, the liquidation, monetization, pursuit and/or enforcement of such Trust Transferred Assets result in claims or counterclaims being asserted against any of the Post-Emergence Entities, or any of their respective Affiliates, officers, directors (including any Persons in analogous roles under applicable law), managers, members, employees, equity holders, agents, and representatives, the Post-Emergence Entities shall have the right, but not the obligation, to assume control of the defense against such claims or counterclaims, and the GUC Trust shall, to the fullest extent permitted by law, indemnify and hold harmless the foregoing Persons from and against any Claims suffered or incurred by any of them arising out of, resulting from, or relating to such claims or counterclaims; provided that the proceeds of the sale or other disposition of any such assets, until such time they are transferred to the GUC Trust, by the applicable Post-Emergence Entity, shall nevertheless be deemed to constitute Trust Transferred Assets, and to likewise be held by such Post-Emergence Entity, or any successor thereto as bailee for the GUC Trust; provided further that nothing in this Section [2.4.2] or in any other GUC Trust Document shall prevent any Remaining Debtor (as defined in the Plan) or Transferred Debtor (as defined in the Plan) from winding down its operations, in each case, following the Effective Date. All recoveries made by the Post-Emergence Entities on behalf of the GUC Trust as representative of the Post-Emergence Entities in accordance with this Section 2.4.2 shall, subject to a right of setoff in favor of the Post-Emergence Entities with respect to the foregoing indemnity rights, be promptly and permanently transferred to the GUC Trust. The GUC Trust may seek relief from the Bankruptcy Court, including commencing an action in the Bankruptcy Court or other court of competent jurisdiction, to resolve any dispute regarding the release or allocation of the proceeds of any Trust Transferred Assets retained by the applicable Post-Emergence Entities, or any successor thereto.

2.4.3 [At any time and from time to time on and after the Effective Date, Purchaser Parent and any party under their control shall agree (i) at the reasonable request of the GUC Trust to execute and/or deliver any instruments, documents, books, and records (including those maintained in electronic format and original documents as may be needed), and (ii) to take, or cause to be taken, all such further actions as the GUC Trust may reasonably request, in each case solely to the extent necessary in order to evidence or effectuate the Assignment of all right and title to, interest in, and possession of the Trust Transferred Assets to the GUC Trust. For the avoidance of doubt, nothing herein shall excuse or release Purchaser Parent, as applicable from its express obligations under any of the GUC Trust Documents, the Plan or the Confirmation Order, or the Debtors or Remaining Debtors, as applicable, from their express obligations (if any, and to the extent applicable) under Section 2.4.]

2.4.4 [In accordance with, and subject to, the GUC Trust Documents, the Plan and the Confirmation Order, the Purchaser Entities shall take, or cause to be taken, all such further actions as the GUC Trust may reasonably request, in each case to the extent necessary, to permit the GUC Trust to investigate, prosecute, settle, protect, and conserve all Causes of Action constituting Trust Transferred Assets, including the

Transferred Litigations. In accordance with, and subject to, the Plan, the Confirmation Order, and the GUC Trust Documents, Purchaser Parent and any party under their control shall take, or cause to be taken, all such further actions as the GUC Trust may reasonably request, in each case to the extent necessary, to permit the GUC Trust to preserve, secure, and obtain the benefit of the Transferred Insurance Rights. The GUC Trust shall be the successor-in-interest to the Debtors and/or the applicable Post-Emergence Entities with respect to any Transferred Litigation and any Transferred Insurance Rights. Nothing in this Trust Agreement shall preclude the GUC Trust from disclosing information, documents, or other materials reasonably necessary to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, subject to appropriate confidentiality protections and any other restrictions or limitations set forth in the Cooperation Agreement.]

2.4.5 All of the proceeds received by the GUC Trust from the pursuit of any Transferred Litigations or the monetization of the Transferred Insurance Rights shall be added to the Trust Assets and held as a part thereof (and title thereto shall be vested in the GUC Trust). Pursuant to the Plan, the GUC Trust covenants not to collect, directly or indirectly, against the personal assets of any Excluded D&O Party (as that term is defined in the Plan) in connection with its pursuit of any Transferred Litigations or the monetization of any Transferred Insurance Rights or otherwise.

2.4.6 For all federal, state, and local income tax purposes, all Parties (including, without limitation, the Post-Emergence Entities, and the GUC Trust Beneficiaries) shall treat the transfer of the Trust Transferred Assets to the GUC Trust in accordance with Section 13.1 hereof.

2.4.7 Notwithstanding anything in the GUC Trust Documents, the Plan or the Confirmation Order to the contrary, for purposes of section 553 of the Bankruptcy Code, the transfer of the Transferred Litigations to the GUC Trust shall not affect the mutuality of obligations that otherwise may have existed prior to the effectuation of such transfer. Notwithstanding anything in the GUC Trust Documents, the Plan or the Confirmation Order to the contrary, the Assignment of the Trust Transferred Assets to the GUC Trust does not diminish, and fully preserves, any defenses the Debtors and/or the Post-Emergence Entities would have if such Transferred Litigation had been retained by the Debtors and/or the Post-Emergence Entities, and the GUC Trust shall have the authority to assert any such defenses.

2.4.8 Notwithstanding anything to the contrary, to the extent the Distribution Sub-Trusts have not been established as of the Effective Date, all Trust Assets that constitute Distribution Sub-Trusts Assets shall be held by the GUC Trust as bare nominee on trust for the Distribution Sub-Trusts; provided, however, nothing herein shall require the GUC Trust to make any distributions of Trust Assets in any manner other than as provided for in this Trust Agreement. To the extent practicable, the GUC Trustee may determine to hold the Distribution Sub-Trusts Assets in a segregated account.

2.4.9 For the avoidance of doubt, except as set forth in this Section 2.4, as of and following the Effective Date, none of the Debtors or Remaining Debtors shall have any obligations with respect to the transfer of the Trust Transferred Assets.

2.5 Fiscal Year. Except for the first and last years of the GUC Trust, the Fiscal Year of the GUC Trust shall be the calendar year. For the first and last years of the GUC Trust, the Fiscal Year of the GUC Trust shall be such portion of the calendar year that the GUC Trust is in existence. The terms fiscal quarter, or similar references, as used in this Trust Agreement, shall have a correlative meaning.

2.6 Budget. There shall be prepared a reasonably detailed annual plan and budget for the GUC Trust (the "**Trust Budget**") including (i) assumptions underlying the projected recoveries and expenses associated with the administration of the GUC Trust for the annual budget and the funding of the Trust Expenses Reserve, and (ii) anticipated distributions to the Unitholders and the Distribution Sub-Trusts as estimated by the GUC Trustee in its reasonable judgment. The GUC Trustee shall prepare the Trust Budget and reasonable policies and procedures for updating the Trust Budget for the duration of the GUC Trust, and the Trust Budget shall be approved by the GUC Trust Oversight Board on Majority Consent and shall not be subject to approval by any other party. The GUC Trustee may modify the Trust Budget, with the consent of the GUC Trust Oversight Board by Majority Consent, as it determines in its reasonable judgment to address any exigencies with respect to the Trust Assets. The GUC Trust shall not be obligated to publish or otherwise make available the Trust Budget to any Person.

2.7 Insurance. The GUC Trust shall maintain customary insurance coverage, including any appropriate tail coverage, for the protection of the GUC Trustee, the Oversight Board Members, Trust Agents, and Trust Management (which coverage shall be primary to any other coverage potentially available to such persons) and may procure insurance coverage for such employees as the GUC Trustee may determine in its discretion, and the cost thereof shall be reflected in the Trust Budget and included in the Trust Expenses Reserve.

2.8 Books and Records.

2.8.1 Subject to Section 12.3, the GUC Trustee shall cause to be stored and maintained books and records for the period commencing on the Effective Date through the termination of the GUC Trust, containing such information concerning the Trust Assets, the conduct of the affairs of the GUC Trust and rights and treatment of the Unitholders, in such detail and for such periods of time as may be necessary to enable the GUC Trust to make full and proper accounting in respect thereof and to comply with applicable provisions of law. Such books and records shall be (x) maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting requirements of the GUC Trust, and (y) made available to the GUC Trust Oversight Board at their reasonable request.

2.8.2 Anything in the Trust Act to the contrary notwithstanding, no Unitholder or representative of the Distribution Sub-Trusts shall have the right to obtain from the GUC Trust any of its books or records except as expressly provided in this Trust Agreement or as may otherwise be expressly permitted by the GUC Trustee.

2.9 No Interest or Accruals. Holders of Eligible General Unsecured Claims shall not be entitled to interest on the distributions provided for in this Trust Agreement, regardless of whether such distributions are deliverable on or at any specified time after the Effective Date. To the extent interest accrues with respect to the Cash held by the GUC Trust as a Trust Asset, such interest shall be distributed to Unitholders pursuant to this Trust Agreement to the extent such interest constitutes Distributable Cash.

2.10 Distribution of Remaining Assets. To the extent that after (i) satisfaction in full of all of the costs and expenses of the administration of the GUC Trust, (ii) all Disputed Class B Claims have been either Allowed or Disallowed, (iii) the GUC Trust has made the maximum distribution of Distributable Cash to the holders of the Units and to the Distribution Sub-Trusts to the extent reasonably practicable, (iv) satisfaction of all other obligations or liabilities of the GUC Trust incurred or assumed in accordance with the Plan, the Confirmation Order, and the GUC Trust Documents, and (v) the affairs of the GUC Trust have been finally wound up and concluded in accordance with the provisions of Section 12.1 hereof and section 3808 of the Trust Act, there shall remain any Trust Assets, the GUC Trust shall distribute such remaining Trust Assets to an organization, selected by the GUC Trustee in consultation with the GUC Trust Oversight Board, described in section 501(c)(3) of the Tax Code and exempt from U.S. federal income tax under section 501(a) of the Tax Code that is unrelated to the Debtors, the Post-Emergence Entities, the GUC Trust, the GUC Trustee, or any Oversight Board Members.

2.11 Effectiveness. The effectiveness of this Trust Agreement shall occur upon the Effective Date.

ARTICLE III TRUST SUBMISSION FORMS

3.1 Trust Submission Forms Generally. In order to be eligible to receive distributions from the Trust Assets, either directly from the GUC Trust, or indirectly through the Distribution Sub-Trusts, a holder of a GUC Trust Eligible General Unsecured Claim or Sub-Trust General Unsecured Claim must timely execute and deliver a Trust Submission Form; provided, however, that subject to Section [3.5] hereof, holders of Class A Unit Claims are not required to submit a Trust Submission Form. . Subject to a mutually acceptable confidentiality agreement, copies of the Trust Submission Forms received from the GUC Trust Eligible General Unsecured Claimants or Sub-Trust General Unsecured Claimants shall be provided to the Post-Emergence Entities at their request.

3.2 Distribution of Trust Submission Forms. The Trust Submission Form shall be distributed on or before the Effective Date (which distribution may be effected by the Creditors' Committee), and must be returned (other than by holders of Class A Unit Claims) by the Trust Submission Form Deadline. Such distribution shall be made to holders of all other Pending Eligible General Unsecured Claims (other than holders of Class A Unit Claims), to the address provided by such holders on their proof of claim forms submitted in the Chapter 11 Cases (or, if such Claim was listed on the Debtors' schedules of claims filed with the Bankruptcy Court as neither contingent, disputed, or unliquidated and the holder of such Claim did not file a proof of claim, the address indicated on such schedules), or, in the case of Pending Eligible General Unsecured Claims that have been transferred to holders that have provided the Debtors or their

claims agent a notice of a change to address, the address so noticed, and as otherwise maintained by the Debtors' claims agent in connection with maintaining a claims registry in connection with the Chapter 11 Cases under the Bankruptcy Code.

3.3 Timeliness of Trust Submission Forms of Holders of GUC Trust Eligible General Unsecured Claims.

3.3.1 Other than with respect to a Class A Unit Claim, no Units, Cash, or other consideration will be distributed to a holder of an Allowed GUC Trust Eligible General Unsecured Claim, and no Units, Cash, or other consideration will be deposited to the Class B Disputed Claims Reserve in respect of a Disputed GUC Trust Eligible General Unsecured Claim, unless a properly completed and duly executed Trust Submission Form has been received by the GUC Trust by the Trust Submission Form Deadline; provided, however, that the GUC Trustee may determine in its sole and absolute discretion to recognize as being timely submitted a Trust Submission Form in respect of a GUC Trust Eligible General Unsecured Claim that has been returned after the Trust Submission Form Deadline; provided further, however, that the consent of the GUC Trust Oversight Board shall be required to recognize as timely a Trust Submission Form relating to a GUC Trust Eligible General Unsecured Claim in excess of \$[●] by asserted amount.

3.3.2 Except as the GUC Trustee may determine in its sole and absolute discretion, other than in connection with a Pending Class B Claim in excess of \$[●] by asserted amount, for which the consent of the GUC Trust Oversight Board shall be required, no holder of a Pending Class B Claim shall be deemed the holder of an GUC Trust Eligible General Unsecured Claim unless a properly executed Trust Submission Form with respect to such Claim has been delivered to the GUC Trust on or before the Trust Submission Form Deadline. Except as otherwise determined by the GUC Trustee in accordance with the preceding sentence, to the extent such Trust Submission Form has not been timely delivered to the GUC Trust in respect of a Pending Class B Claim, (x) no distributions from the GUC Trust shall be made in respect of such Pending Class B Claim, (y) if such Claim has been Allowed, no Class B Units shall be issued to the holder of such GUC Trust Eligible General Unsecured Claim and (z) no Class B Units shall be issued and delivered to the Class B Disputed Claims Reserve in respect of such Claim and such Claim shall be deemed to be Disallowed for all purposes of the GUC Trust. In the event that the GUC Trust receives a deficient Trust Submission Form from a holder of a Pending Class B Claim, the GUC Trust shall provide notice of such deficiencies to such holder. Unless such deficiencies are corrected within thirty (30) days of the GUC Trust providing notice, (x) no distributions from the GUC Trust shall be made in respect of such Pending Class B Claim, (y) if such Claim has been Allowed, no Class B Units shall be issued to the holder of such GUC Trust Eligible General Unsecured Claim and (z) no Class B Units shall be issued and delivered to the Class B Disputed Claims Reserve in respect of such Claim and such Claim shall be deemed to be Disallowed for all purposes of the GUC Trust. The GUC Releases granted by any holder of a Disallowed Class B Unit Claim shall not be impacted by the Disallowance of such Class B Unit Claim, and such GUC Releases shall remain in full force and effect.

3.3.3 Other than with respect to Class A Unit Claims, if a Trust Submission Form with respect to a Pending GUC Trust Eligible General Unsecured Claim is not submitted prior to the initial Unit Distribution Date or initial Distribution Date, as applicable, the Units otherwise issuable and deliverable, and distributions (including distributions on such Units) otherwise payable, with respect to such Claim to the holder thereof, in the case of an Allowed Pending GUC Trust Eligible General Unsecured Claim, or to the Class B Disputed Claims Reserve in the case of a Disputed Pending GUC Trust Eligible General Unsecured Claim, shall be held by the GUC Trust, and the GUC Trust shall either, (i) if the Trust Submission Form is received on or before the Trust Submission Form Deadline, issue and deliver such Units and make such distribution as appropriate as soon as practicable on a subsequent Unit Distribution Date or subsequent Distribution Date, as applicable, as determined by the GUC Trustee with the consent of the GUC Trust Oversight Board, or (ii) if the Trust Submission Form is not received on or before the Trust Submission Form Deadline (other than as otherwise determined by the GUC Trustee pursuant to the preceding paragraph, cancel or retain such Units and reallocate or retain such distributions as if such Pending GUC Trust Eligible General Unsecured Claim were Disallowed, as provided in this Trust Agreement for Disallowed Claims.

3.4 Timeliness of Trust Submission Forms of Holders of a Sub-Trust Eligible General Unsecured Claims. The consequences of the failure to deliver a Trust Submission Form by the Trust Form Submission Deadline by a holder of a Sub-Trust Eligible General Unsecured Claim shall be as determined by the governing body of the applicable Distribution Sub-Trust; provided that in no event may a distribution by a Distribution Sub-Trust of the proceeds of Trust Assets be made to a holder that has not returned a properly completed and duly executed Trust Submission Form prior to such distribution. The failure of any such holder to deliver a Trust Submission Form by the Trust Submission Form Deadline shall not impact the GUC Releases granted, or the Covenant Not To Collect agreed to, by such holder, to the extent applicable, and such GUC Releases and the Covenant Not To Collect shall remain in full force and effect.

3.5 Trust Submission Forms of Holders of Class A Unit Claims. In the event that DTC is willing and able to act as depository for the Class A Units, holders of Class A Unit Claims are not required to submit Trust Submission Forms and are exempt from the provisions of this Article III; provided, however, that in the event that DTC is unwilling or unable to so act as depository for the Class A Units, holders of Class A Unit Claims will be required to submit a Trust Submission Form and the provisions of this ARTICLE III shall be applied with respect to Class A Unit Claims. Prior to the Effective Date, the Creditors' Committee will effectuate the distribution of the Trust Submission Form (with such modifications to enable to the GUC Trust to issue the Class A Units as either Certificated Class A Units or Direct Registration Class A Units) to holders of Notes Claims via DTC prior to the cancellation of the Notes or the Notes Indentures pursuant to the Plan. The GUC Trustee may implement further procedures regarding the submission of the Trust Submission Form by holders of Class A Unit Claims and the distribution of the Class A Units as it may reasonably determine with the consent of the GUC Trust Oversight Board and in consultation with the Indenture Trustees.

ARTICLE IV INITIAL DISTRIBUTIONS

4.1 The GPF Distribution.

4.1.1 On the Effective Date, or as soon thereafter as practicable, the GUC Trust shall distribute, from the Trust Transferred Cash, the amount of \$16,000,000 to the Generics Price Fixing Claims Trust (the “**GPF Cash Distribution**”).

4.1.2 Following the GPF Distribution, (i) the GUC Trust shall have no other obligations to the Generics Price Fixing Claims Trust, (ii) neither the Generics Price Fixing Claims Trust nor any holder of a Generics Price Fixing Claim shall have any further claim to the Trust Assets, and (iii) neither the Generics Price Fixing Claims Trust nor any holder of a Generics Price Fixing Claim shall be, or be deemed to be, GUC Trust Beneficiaries. Other than as provided in this Section, neither the Generics Price Fixing Claims Trust nor any holder of a Generics Price Fixing Claim shall have any claim to the Trust Assets.

4.2 The RP Cash Distribution.

4.2.1 On the Effective Date, or as soon thereafter as practicable, the GUC Trust shall transfer, from the Trust Transferred Cash, the amount of \$6,500,000 to the Reverse Payment Claims Trust (collectively, the “**RP Cash Distribution**”).

4.2.2 Following the RP Cash Distribution, the only remaining obligations of the GUC Trust to the Reverse Payment Claims Trust shall be in accordance with Section 6.1 hereof.

4.3 The Mesh Distribution.

4.3.1 On the Effective Date, or as soon thereafter as practicable, the GUC Trust shall transfer, from the Trust Transferred Cash, the amount of \$2,000,000 to the Mesh Claims Trust (collectively, the “**Mesh Cash Distribution**”).

4.3.2 Following the Mesh Cash Distribution, the only remaining obligations of the GUC Trust to the Mesh Claims Trust shall be in accordance with Section 6.1 hereof.

4.4 The Ranitidine Distribution.

4.4.1 On the Effective Date, or as soon thereafter as practicable, the GUC Trust shall transfer, from the Trust Transferred Cash, the amount of \$200,000 to the Ranitidine Claims Trust (collectively, the “**Ranitidine Cash Distribution**”).

4.4.2 Following the Ranitidine Cash Distribution, the only remaining obligations of the GUC Trust to the Ranitidine Claims Trust shall be in accordance with Section 6.1 hereof.

ARTICLE V
ISSUANCE OF UNITS

5.1 Number of Units. Subject to increase in order to satisfy any applicable legal or regulatory requirement, the aggregate number of Units that the GUC Trust shall be authorized to issue consists of [●] Class A Units and [●] Class B Units.

5.2 Issuance and Distribution of Units.

5.2.1 All Units issued or distributed to holders of Allowed GUC Trust Eligible General Unsecured Claims entitled to receive Units pursuant to this Trust Agreement, including Units issued but held in accordance with Section 6.5 hereof, shall be in full and final satisfaction of such Allowed GUC Trust Eligible General Unsecured Claims with respect to the entitlement of such Claims to a distribution from the GUC Trust.

5.2.2 On the initial Unit Distribution Date, there shall be issued (I) to each holder of a Class A Unit Claim as of the applicable initial Unit Distribution Record Date, a number of Class A Units equal to (x) the Allowed amount of such Class A Unit Claim, multiplied by (y) the Class A Unit Issuance Ratio; and (II) (a) to each holder of an Allowed Class B Unit Claim as of the applicable initial Unit Distribution Record Date, a number of Class B Units equal to (x) the Allowed amount of such Class B Unit Claim, multiplied by (y) the Class B Unit Issuance Ratio; and (b) to the Class B Disputed Claims Reserve, a number of Class B Units determined in accordance with Section 6.5. Each holder of one or more Disputed Class B Unit Claims that is not Allowed, in whole or in part, as of the initial Unit Distribution Record Date and that are subsequently Allowed, in whole or in part, shall be issued from the Class B Disputed Claims Reserve on the Unit Distribution Date next following the date that such Disputed Class B Claim becomes Allowed, or if such date occurred in the period between a Unit Distribution Record Date and the corresponding Unit Distribution Date, on the next following Unit Distribution Date, a number of Class B Units equal to the Allowed amount of such Claims, multiplied by the Class B Unit Issuance Ratio, together with Cash as provided in Section 6.5.2 hereof.

5.2.3 No fractional Units will be issued or distributed by the GUC Trust. Instead, the number of Units shall be rounded up or down as follows: (i) fractions less than one-half (1/2) shall be rounded to the next lower whole number and (ii) fractions equal to or greater than one-half (1/2) shall be rounded to the next higher whole number. For the purposes of determining the number of Units to which a holder of Allowed GUC Trust Eligible General Unsecured Claims is entitled, all Allowed GUC Trust Eligible General Unsecured Claims of such holder shall be aggregated. The total number of Units to be distributed pursuant to this Trust Agreement shall be adjusted as necessary to account for such rounding. No consideration shall be provided in lieu of fractional Units that are rounded down.

5.3 Evidence of Units.

5.3.1 Units shall be freely negotiable and transferable to the extent provided herein and the provisions of applicable securities laws.

5.3.2 Class A Units will be issued in the form of a global unit certificate (the “**Global Unit Certificate**”) only, registered in the name of DTC or its nominee (or the successor of either of them), and interests in the Global Unit Certificates will be held only through participants (including securities brokers and dealers, banks, trust companies, clearing corporations, and other financial organizations) of DTC, as depository. The aggregate number of Class A Units issued may from time to time be increased, if required by any legal or regulatory requirements, by adjustments made on the records of the GUC Trust and a corresponding increase in the number of Units evidenced by such Global Unit Certificate (as shall be specified in the schedule included as part of the Global Unit Certificate or the issuance of further Global Unit Certificates in respect of such additional Class A Units). Class A Units will not be issued in definitive form, except in the limited circumstances described in Section 5.3.3 hereof. For so long as DTC serves as depository for the Class A Units, the GUC Trust may rely on the information and records of DTC to make distributions and send communications to the holders of Class A Units, and, in so doing, any persons participating in the management of the GUC Trust, including the GUC Trustee, the Oversight Board Members, all Trust Agents, and the Trust Management, shall be fully protected and incur no liability to any holder of Class A Units, any Transferee (or purported Transferee) of such Units, or any other Person or Entity.

5.3.3 If DTC is unwilling or unable to act, or to continue to act, as a depository for the Class A Units, the GUC Trust shall either (i) issue Class A Units in the form of certificates (“**Certificated Class A Units**”); or (ii) issue the Class A Units in uncertificated direct registration (“**Direct Registration Class A Units**”); provided that if one or more Global Unit Certificates representing the Class A Units have previously been issued, the GUC Trust shall exchange the Class A Units represented by Global Unit Certificate(s) for Certificated Class A Units or Direct Registration Class A Units. In such event, the GUC Trust shall maintain, or cause to be maintained by a registrar and transfer agent engaged by the GUC Trust for that purpose, a register (the “**Class A Unit Register**”) on which the ownership of each Class A Unit shall be recorded, and on which the transfer of Certificated Class A Units or Direct Registration Class A Units shall be reflected. The GUC Trust shall be entitled to treat the Person in whose name a Certificated Class A Unit or a Direct Registration Class A Unit is registered on the Class A Unit Register as the owner of such Certificated Class A Units or Direct Registration Class A Units for all purposes, including the right to receive distributions of Distributable Cash in respect thereof. The GUC Trust shall also in such event establish or cause to be established customary procedures for the transfer and exchange of Certificated Class A Units and Direct Registration Class A Units, and the replacement of lost, stolen, or mutilated certificates representing Certificated Class A Units.

5.3.4 Class B Units shall be represented by an entry on a register (the “**Class B Unit Register**”) maintained, or caused by the GUC Trust to be maintained, by

a registrar engaged by the GUC Trust for that purpose, on which the ownership of each Class B Unit shall be recorded, and on which the transfer of Class B Units shall be reflected. Under no circumstances will the Class B Units be represented by certificates or any similar instrument. The GUC Trust shall make distributions of Distributable Cash in respect of Class B Units solely to the Persons in whose name the Class B Units are recorded on the Class B Unit Register, and shall otherwise communicate exclusively with such Persons or their duly authorized representatives on any matter pertaining to the Class B Units.

5.4 Manner of Distribution of Units.

Class A Units

5.4.1 If DTC is willing and able to act as depository for the Class A Units, the Class A Units shall be issued in accordance with the practices and procedures of DTC and its direct and indirect participants in exchange for the respective Notes tendered and cancelled pursuant to the Plan.

5.4.2 If DTC is unwilling or unable to act as a depository for the Class A Units, such Class A Units will be distributed by recording Certificated Class A Units or Direct Registration Units in the names of the persons entitled thereto as reflected in the Trust Submission Forms and recorded on the Class A Unit Register and, in the case of Certificated Class A Units, by issuing certificates representing such Class A Units to such persons.

5.4.3 The GUC Trust shall also be authorized to withhold and retain Class A Units otherwise issuable to holders of Class A Unit Claims entitled to receive Class A Units, that are subject to Tax withholding to the extent required by applicable Tax laws, and any Class A Units so withheld shall be deemed issued in satisfaction of such Claims for all purposes. The GUC Trust shall also be authorized to apply Cash and other Trust Assets allocable to amounts distributed in respect of any such retained Units to satisfy such Tax withholding obligations in accordance with Section 6.7 hereof.

Class B Units

5.4.4 Class B Units will be distributed by recording such Class B Units in the names of the persons entitled thereto as reflected in the Trust Submission Forms and recorded on the Class B Unit Register. The GUC Trust or its registrar and transfer agent shall record the transfer of Class B Unit Claims.

Limitation on Issuance of Units

5.4.5 Anything to the contrary in this Trust Agreement notwithstanding, in no event will the GUC Trust issue—

- (i) a number of Class A Units to holders of Class A Unit Claims if (i) the number of holders of record Class A Units who are not Accredited Investors

would exceed four hundred seventy-five (475) or (y) the total number of holders of record Class A Units would exceed one thousand nine hundred (1,900); or

(ii) a number of Class B Units to holders of Class B Unit Claims if (i) the number of holders of record Class B Units who are not Accredited Investors would exceed four hundred seventy-five (475) or (y) the total number of holders of record Class B Units would exceed one thousand nine hundred (1,900).

Prior to issuing any Units of record to a holder of Claims, the GUC Trust shall require evidence satisfactory to it of whether the holder is or is not an Accredited Investor.

5.4.6 [In the event that the issuance of any Class A Units to a holder of Class A Units Claims or Class B Units to a holder of Class B Unit Claims, as the case may be, would result in the number of holders of the respective Units exceeding the limits set forth in Section [5.4.5], the GUC Trust shall not issue such Units but shall instead shall make a cash payment to the holder of such Claims otherwise entitled to receive such Units in an amount that will provide such holder with reasonably equivalent value as determined by the GUC Trustee with the consent of the GUC Trust Oversight Board; provided that if at the time the GUC Trust does not have the cash necessary to make such payment, the GUC Trust shall issue to the holder of such Claims a promissory note for the amount of such payment, bearing interest at a rate determined in good faith by the GUC Trustee with the consent of the GUC Trust Oversight Board that approximates the cost of capital of the GUC Trust and having such other customary terms as shall be determined by the GUC Trustee with the consent of the GUC Trust Oversight Board.]⁵

5.4.7 For purposes of Section [5.4.5], Section [5.4.6], and Section [5.4.6], the determination of the number of holders of record of the Class A Units and the Class B Units shall be determined in accordance with Rule 12g5-1 under the Securities Exchange Act of 1934, as amended, and any successor rule.

Limitation on Transfer

5.4.8 Anything to the contrary in this Trust Agreement, in no event will the GUC Trust recognize or record the transfer of record of any Class A Units or Class B Units, as the case may be, if as a result thereof—

(i) the number of holders of record Class A Units who are not Accredited Investors would exceed four hundred seventy-five (475), or (y) the total number of holders of record Class A Units would exceed one thousand nine hundred (1,900); or

(ii) the number of holders of record Class B Units who are not Accredited Investors would exceed four hundred seventy-five (475), or (y) the total

⁵ Note to Draft: Under review .

number of holders of record Class B Units would exceed one thousand nine hundred (1,900).

Prior to recognizing the transfer of record of any Units, the GUC Trust shall require evidence satisfactory to it of whether the transferee is or is not an Accredited Investor.

5.5 Transfers of Units; Absence of Market for Units.

Class A Units

5.5.1 If and to the extent DTC continues to serve as depository for the Class A Units, the transferability of such Units shall also be subject to the requirements of DTC's electronic book-entry system.

5.5.2 If DTC is unwilling or unable to act, or to continue to act, as a depository for the Class A Units, then in the event that any Certificated Class A Units or Direct Registration Units are presented for Transfer, the GUC Trust or its registrar and transfer agent may require evidence satisfactory to it in its discretion that the requested Transfer complies with applicable securities law, including in appropriate cases an opinion of competent securities law counsel.

5.5.3 The Class A Units shall not be listed by the GUC Trust on a national securities exchange or interdealer quotation system.

5.5.4 Neither the GUC Trust nor anyone acting on its behalf shall, directly or indirectly, engage in (i) any activity designed to facilitate or promote trading in the Class A Units, including by placing advertisements, distributing marketing materials, or collecting or publishing information regarding prices at which the interests may be transferred or otherwise engage in any related market-making activities or (ii) any general solicitation or any other activities that would require any Class A Units to be registered under the Securities Act or any other applicable securities laws.

Class B Units

5.5.1 Transfers of Class B Units shall be effected through the transfer of the underlying Class B Unit Claim as provided for in Section [5.4.4]. The GUC Trust may require such documentation evidencing a transfer of a Class B Unit as the GUC Trustee reasonably determines in consultation with the GUC Trust Oversight Board.

5.6 Rights of Unitholders. Each Unitholder shall be entitled to participate in the rights and benefits due to it hereunder on account of its Units. Each Unitholder shall take and hold the same, subject to all the terms and conditions of the GUC Trust Documents, the Plan and the Confirmation Order. The interest of a Unitholder in the applicable Units is hereby declared and shall be, in all respects, personal property.

5.7 Interest Beneficial Only. Except as expressly provided hereunder, a Unitholder or GUC Trust Beneficiary shall have no title to, right to, possession of, management of, or control of

the GUC Trust or the Trust Assets. The ownership of Units shall not entitle any Unitholder to any title in or to the Trust Assets or to any right to call for a partition or division of such assets or to require an accounting, and no GUC Trust Beneficiary shall have any title in or to the Trust Assets or to any right to call for a partition or division of such assets or to require an accounting. A GUC Trust Beneficiary, whether or not a Unitholder, shall not have standing to direct or to seek to direct the GUC Trust, the GUC Trustee, the Oversight Board Members, any Trust Agent, or the Trust Management to do or not to do any act or to institute any action or proceeding at law or in equity against any Person upon or with respect to the Trust Assets.

5.8 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to one or more Units, or a beneficial interest therein, the GUC Trust (as determined by the GUC Trustee at its sole election) shall be entitled to refuse to comply with any such conflicting claims or demands. In so refusing, the GUC Trust may elect to make no payment or distribution with respect to the Units at issue subject to the claims or demands involved, or any part thereof, and such conflicting claims or demands shall be resolved pursuant to the GUC Trust Claims Resolution Procedures. Neither the GUC Trust, the GUC Trustee, the Oversight Board Members, the Trust Management, nor the Trust Agents shall be or become liable to any party for either (i) the election to continue making distributions pursuant to its books and records and/or the books and records of DTC, as applicable, without regard to the conflicting claims or demands; or (ii) the election to cease payments or distributions with respect to the subject Unit or Units. In the event that the GUC Trust elects to cease payments, it shall be entitled to refuse to act until either (x) the rights of the adverse claimants have been adjudicated pursuant to the GUC Trust Claims Resolution Procedures or (y) all such conflicting demand and claims have been resolved by a written agreement among all of such parties and the GUC Trust, which agreement shall include a complete release of the GUC Trust, the GUC Trustee, the Oversight Board Members, the Trust Management, and the Trust Agents in form and substance reasonably satisfactory to the GUC Trust.

5.9 Unitholder Liability to Third Persons. No Unitholder shall be subject to any personal liability whatsoever, in tort, contract, or otherwise, to any person in connection with the Trust Assets or the affairs of the GUC Trust, to the fullest extent provided by section 3803(a) of the Trust Act.

5.10 Actions in the Right of the GUC Trust. No Unitholder or Unitholders shall have the right to bring an action in the right of the GUC Trust to recover a judgment pursuant to section 3816 of the Trust Act unless such Unitholder or Unitholders individually or collectively own ten percent (10%) or more of the outstanding Units.

ARTICLE VI CASH DISTRIBUTIONS

6.1 Proceeds of Transferred Litigations and Transferred Insurance Rights Allocations.

6.1.1 The GUC Trust shall make Cash Distributions to Unitholders and the Distribution Sub-Trusts from the Trust Assets and/or proceeds of the Trust Assets, as applicable, as such proceeds become available to the GUC Trust, as determined by the GUC Trustee with the consent of the GUC Trust Oversight Board, in accordance with the

provisions of this Trust Agreement and in accordance with the Trust Assets Allocation Schedule. Notwithstanding anything in the GUC Trust Documents, the Plan or the Confirmation Order to the contrary, distributions to holders of Class A Unit Claims shall be subject to the applicable Indenture Trustee Charging Lien. Within thirty (30) days following the Effective Date, the Indenture Trustees shall submit to the GUC Trust customary invoices for any Indenture Trustee Expenses incurred as of the Effective Date that have not been paid, and the GUC Trust shall pay such Indenture Trustee Expenses as soon as practicable in Cash in full satisfaction of the Indenture Trustee Expenses incurred as of the Effective Date. The GUC Trust shall pay the Indenture Trustee Expenses incurred after the Effective Date, if any, upon presentation of an invoice in customary form.

6.1.2 As among the Unitholders in each of the Unit Classes and the Distribution Sub-Trusts, the Cash proceeds of the various types of Trust Assets shall be allocated as set forth on the Trust Assets Allocation Schedule. For example, if Cash in the amount of \$1,000,000, net of expenses and such deposits as determined by GUC Trustee in consultation with the GUC Trust Oversight Board amounts reserved to the Trust Expenses Reserve, is received by the GUC Trust in respect of [Transferred Litigations], such Cash shall be allocated of distribution [●]% or \$[●] to the holders of Class A Unit Claims; [●]% or \$[●] to the holders of Class B Unit Claims; [●]% or \$[●] to the Mesh Claims Trust; [●]% or \$[●] to the Ranitidine Claims Trust; [●]% or \$[●] to the Generics Price Fixing Claims Trust; and [●]% or \$[●] to the Reverse Payment Claims Trust.

6.1.3 Pursuant to the Plan and the Trust Assets Allocation Schedule, the Purchaser Entities shall be entitled to receive 5% of the proceeds of the Trust Transferred Assets constituting GUC Trust Litigation Consideration (as defined in the Plan) in excess of \$100 million up to a maximum aggregate amount of \$2.2 million (the “**Purchaser Entities Proceeds**”). The GUC Trust shall distribute the Purchaser Entities Proceeds without set-off or deduction of any kind to the Purchaser Entities (in accordance with such instructions as may be provided by the Purchaser Entities to the GUC Trustee in writing) promptly upon receipt thereof by the GUC Trust. For the avoidance of doubt, the Purchaser Entities Proceeds shall be solely for distribution to the Purchaser Entities as provided in this Section 6.1.3 and shall not be utilized for any other purpose (including for distributions to any Unitholders or the payment of any expenses of the GUC Trust or any other Person or the establishment of any reserves therefor). Upon the request of the Purchaser Entities from time to time and subject to a mutually acceptable confidentiality agreement, the GUC Trustee shall provide to Purchaser Parent a report detailing proceeds of the Trust Transferred Assets received as of such time by the GUC Trust of the type that may give rise to Purchaser Entities Proceeds as described in the first sentence of this Section 6.1.3.

6.2 Distributions to Unitholders Generally.

6.2.1 For all purposes of this Article, all determinations and other actions made or taken by the GUC Trust with respect to the distributions of Distributable Cash to Unitholders shall be done on a Unit Class by Unit Class basis.

6.2.2 A Unit shall entitle the holder thereof to receive a Pro Rata share of the Distributable Cash distributed by the GUC Trust, when and as such distributions are made pursuant to the GUC Trust Documents.

6.2.3 On each Distribution Date, the GUC Trust (i) shall distribute to each Unitholder of record on the next preceding Distribution Record Date an amount equal to its Pro Rata share of the Distributable Cash to be distributed on such Distribution Date, and (ii) shall deposit into the Class B Disputed Claims Reserve the Pro Rata share of such Distributable Cash allocable to the Units held in the Class B Disputed Claims Reserve.

6.3 Timing of Distributions to Unitholders.

6.3.1 Distribution Dates shall be determined by the GUC Trustee with the consent of the GUC Trust Oversight Board from time to time, but such Distribution Dates shall occur no less frequently than annually with respect to each Unit Class; provided, however, that the GUC Trust shall not be required to make such annual distribution if the aggregate Distributable Cash at the time is such as would make the distribution impracticable, as determined by the GUC Trustee with the consent of the GUC Trust Oversight Board, in which case such Cash will be included in the Distributable Cash for the Unit Class on a subsequent Distribution Date.

6.3.2 In the event that any distribution is required to be made under this Trust Agreement on a date that is not a Business Day, then the making of such distribution may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.4 Distribution Record Date for Distributions to Unitholders; Distributable Cash.

6.4.1 In advance of each Distribution, the GUC Trustee with the consent of the GUC Trust Oversight Board shall establish a Distribution Record Date for purposes of determining the Unitholders entitled to receive a distribution of Distributable Cash on such Distribution Date, which Distribution Date shall be no less than fifteen (15) and no more than thirty (30) days prior to the corresponding Distribution Date.

6.4.2 The GUC Trustee with the consent of the GUC Trust Oversight Board shall, in advance of the corresponding Distribution Record Date, make a determination of the Distributable Cash distributable on any Distribution Date pursuant to the Trust Asset Allocation Schedule, giving due regard for the Cash anticipated to be held by the GUC Trust as of such Distribution Date (not including Cash held in the Class B Disputed Claims Reserve or any other reserve maintained by the GUC Trust and the sufficiency of the Cash held in or that may be required to be added to the Trust Expenses Reserve or that may be available to be released from the Trust Expenses Reserve as no longer necessary for the purposes thereof.

6.4.3 Following its determination of the Distributable Cash to be distributed on any Distribution Date, but no later than five (5) Business Days in advance of the corresponding Distribution Record Date, unless otherwise determined by the GUC Trustee with the consent of the GUC Trust Oversight Board and for good reason shown,

the GUC Trust shall issue a press release and post to the Trust Website and, if the Class A Units are then DTC eligible, distribute through DTC, disclosure regarding the distribution on such Distribution Date, including the Distribution Record Date, the Distribution Date, and the Distributable Cash to be distributed, in the aggregate and on a per Unit basis, as well as a per \$1,000 in principal amount of Notes Claims with respect to distributions to Class A Units calculated on the basis that all such Notes Claims are held by Releasing Creditors.

6.4.4 For purposes of making any distribution of Distributable Cash, the term “of record” or any similar term means, if the Units are at the relevant time held through DTC, the determination of the beneficial holders of the Units entitled to receive such distribution in accordance with the practices and procedures of DTC and its direct and indirect participants; and if the Units at the relevant time are represented by Unit Certificates, the holders of the Units as reflected on the applicable Unit Register.

6.5 Treatment of Disputed Class B Unit Claims.

6.5.1 The GUC Trust shall resolve or cause to be resolved Disputed Class B Unit Claims, as provided in Section 9.2 hereof and pursuant to the GUC Trust Claims Resolution Procedures. The GUC Releases granted by any holder of a Disallowed Class B Unit Claim shall not be impacted by the Disallowance of such Class B Unit Claim, and such GUC Releases shall remain in full force and effect.

6.5.2 If a Disputed Class B Unit Claim is Allowed, in whole or in part, there shall be released to the holder of such Class B Unit Claim from the Class B Disputed Claims Reserve, on the Unit Distribution Date next following the date that such Claim is Allowed, (i) a number of Class B Units corresponding to such Claim, or the Allowed portion thereof, as the case may be, as provided in Section 5.2 hereof, and (ii) Cash in the amount of all distributions made to the Class B Disputed Claims Reserve in respect of such Class B Units since the Effective Date. Subject to Section 6.6 hereof, if a Disputed Class B Unit Claim is Disallowed by final determination under the GUC Trust Claims Procedures, in whole or in part, then, on the Unit Distribution Date next following the date of such determination, there shall be cancelled from the Class B Disputed Claims Reserve (i) a number of Class B Units equal to (x) the Estimated Amount of the Claim to the extent that it has been Disallowed, multiplied by (y) the Class B Unit Issuance Ratio, and (ii) Cash or other assets in the amount of all distributions made to the Class B Disputed Claims Reserve in respect of such Class B Units since the Effective Date which Cash shall become unreserved and unrestricted, and shall be added to the Trust Expenses Reserve or made available for distribution to Unitholders as Distributable Cash, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board, and any such non-Cash assets shall become general, unrestricted assets of the GUC Trust; provided that the GUC Trustee in consultation with the GUC Trust Oversight Board may retain such number of Class B Units and such Cash or other assets in the Class B Disputed Claims Reserve that would otherwise have been cancelled, retired, or made unreserved or unrestricted, as applicable, pursuant to this Section, if it determines that such Class B Units and Cash or other assets may be necessary to satisfy Disputed Class B Unit Claims that may become Allowed in the future. If any Class B Units shall be cancelled and retired as provided in

this Section, then from and after the Unit Distribution Date, all determinations of Pro Rata Unit amounts shall be made excluding such Class B Units. At such time as all Disputed Class B Unit Claims have been resolved, any remaining Class B Units in the Class B Disputed Claims Reserve shall be cancelled and any remaining Cash in the Class B Disputed Claims Reserve shall become unreserved and unrestricted, and shall be added to the Trust Expenses Reserve or shall be available for distribution to the Unitholders as Distributable Cash, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board.

6.6 Adjustments to Estimated Amounts.

6.6.1 The GUC Trustee in its good faith discretion and in consultation with the GUC Trust Oversight Board may from time to time may make adjustments to the Estimated Amounts of the Disputed Class B Unit Claims.

6.6.2 If there shall be an increase in the Estimated Amounts of the Disputed Class B Unit Claims in accordance with this Section, no additional Units or Cash or other assets shall be added to the Class B Disputed Claims Reserve. In such a case, however, the GUC Trustee in consultation with the GUC Trust Oversight Board may determine to retain in the Class B Disputed Claims Reserve such number of Class B Units and such Cash or other assets as would be necessary to satisfy the increase in Estimated Amounts, as provided in Section [6.5.2] hereof.

6.6.3 If there shall be a decrease in the Estimated Amounts of the Disputed Class B Unit Claims in accordance with this Section, the GUC Trustee in consultation with the GUC Trust Oversight Board may, but shall not be required to, determine to release from the Class B Disputed Claims Reserve (i) a number of Class B Units equal to (x) the decrease in the Estimated Amounts of the Disputed GUC Trust Eligible General Unsecured Claims, multiplied by (y) the Class B Unit Issuance Ratio; and (ii) Cash in the amount of all distributions made to the Class B Disputed Claims Reserve in respect of such Class B Units since the Effective Date, which Cash shall then be unreserved and unrestricted, and which may be added to the Trust Expenses Reserve or be made available for distribution to holders of Class B Unit Claims, in such amounts as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board; provided that the GUC Trustee in consultation with the GUC Trust Oversight Board may determine to retain such number of Units and such Cash in the Class B Disputed Claims Reserve that would otherwise have been cancelled, retired, or made unreserved or unrestricted, as applicable, pursuant to this Section, if it determines that such Class B Units and Cash may be necessary to satisfy Disputed Class B Unit Claims that may become Allowed in the future.

6.7 Withholding and Reporting Requirements. The GUC Trust may withhold and pay to the appropriate Tax Authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state, or local Tax law with respect to any payment or distribution to the Unitholders. All such amounts withheld and paid to the appropriate Tax Authority shall be treated as amounts distributed to such holders for all purposes of this Trust Agreement. To the extent an amount has been placed in reserve pending resolution of the need to withhold, and the

GUC Trust determines that no withholding is required, such amounts shall be distributed, without interest, to the Unitholders with respect to whom such amounts were previously withheld. The GUC Trust shall be authorized to collect such tax information from the Unitholders (including social security numbers, employer identification numbers, or other tax identification information) as it in its sole discretion deems necessary to effectuate the distributions contemplated by the GUC Trust Documents. To that end, the GUC Trust may send to Unitholders a written communication requesting that the Unitholder provide certain tax information and the specifics of their holdings to the extent the GUC Trust or any disbursement agent deems appropriate (including completing the appropriate Internal Revenue Service Form W-8 or Internal Revenue Service Form W-9, as applicable to each holder). The GUC Trust may refuse to make a distribution to any Unitholder that fails to furnish such information in a timely fashion, until such information is delivered; provided, however, that, upon the delivery of such information by a Unitholder, the GUC Trust shall make such distribution(s) to which the Unitholder is entitled, without interest; provided further that, if the holder fails to comply with such a request within one (1) year, or such longer period as the GUC Trustee may determine in its discretion, (i) any pending distribution(s) allocated to such Unitholder shall be deemed an unclaimed distribution to be treated as the GUC Trustee determines in its discretion; and (ii) the GUC Trust shall not be required to allocate any future distributions to such holder unless and until the holder provides the requested tax information; and provided further that, if the GUC Trust fails to withhold in respect of amounts received or distributable with respect to any such holder and the GUC Trust is later held liable for the amount of such non-allocated future distributions, such holder shall reimburse the GUC Trust for such liability including interest, penalties, fines, and other additional amounts with respect thereto. Notwithstanding the foregoing, each Unitholder that receives a distribution from the GUC Trust shall have the sole and exclusive responsibility for the payment of any Taxes imposed by any governmental unit, including income, withholding and other Taxes, on account of such distribution.

6.8 Distributions to the Distribution Sub-Trusts. The GUC Trust shall make distributions of Distributable Cash to the Distribution Sub-Trusts at such times and from time to time as the GUC Trustee shall determine with the consent of the GUC Trust Oversight Board in accordance with the Trust Assets Allocation Schedule; provided that in all events the GUC Trust shall endeavor to make such distributions as promptly as reasonably practicable following receipt by the GUC Trust of the corresponding Cash, net of expenses and such deposits to the Trust Expenses Reserve as determined by GUC Trustee in consultation with the GUC Trust Oversight Board. For the avoidance of doubt, distributions to the Distribution Sub-Trusts shall not be required to occur on a Distribution Date established for the purpose of distributions to Unitholders. Distributions to the Distribution Sub-Trusts shall be made to such account or accounts as the respective Distribution Sub-Trusts shall designate in writing to the GUC Trust, by wire transfer of immediately available funds. Under no circumstances shall the GUC Trust be responsible for the allowance or other determinations with respect to the Claims of the beneficiaries of the Distribution Sub-Trust, or for the distribution of Cash or any other assets to the beneficiaries of the Distribution Sub-Trusts, and the sole responsibility of the GUC Trust with respect to the Distribution Sub-Trust shall be to make Cash distributions to the Distribution Sub-Trusts in accordance with the provisions of this Section and to provide such reports to the Distribution Sub-Trusts as may be required pursuant to Section 6.8. In no event shall a beneficiary of any Distribution Sub-Trust have any independent Claim whatsoever against the GUC Trust or be entitled to any reports or other information from the GUC Trust. All distributions to the

beneficiaries of the Distribution Sub-Trusts shall be pursuant to the applicable Sub-Trust Distribution Procedures.

6.9 Disbursement and Escrow Agents. The GUC Trust may engage one or more Disbursement Agents to make distributions, including distributions of Units; provided that each Indenture Trustee shall have the right (but not the obligation) to serve as a Disbursement Agent with respect to the Notes Claims/Class A Units, and any Indenture Trustee that serves as a Disbursement Agent shall serve in such capacity jointly with any other Indenture Trustee that elects to serve as a Disbursement Agent with respect to any distributions to the holders of Notes Claims/Class A Units.

ARTICLE VII THE GUC TRUSTEE

7.1 The GUC Trustee.

7.1.1 Subject to the oversight of the GUC Trust Oversight Board, as provided in ARTICLE VIII, the affairs of the GUC Trust shall be managed by, or under the direction, of the GUC Trustee, who shall have such powers and authority as are provided in this Article and as elsewhere set forth in this Trust Agreement and in the Trust Act.

7.1.2 As of the Effective Date, the GUC Trustee shall be the Person set forth on the signature page to this Trust Agreement, and by execution hereof, the GUC Trustee accepts trusteeship of the GUC Trust on the terms set forth herein.

7.1.3 The GUC Trustee shall be deemed a trustee under the Trust Act, with all privileges and immunities appurtenant thereto.

7.1.4 The GUC Trustee shall hold office until the earlier of (i) the termination of the GUC Trust, (ii) the resignation, death, disability, or dissolution of the GUC Trustee or (iii) the removal of such GUC Trustee in accordance with this Trust Agreement.

7.1.5 The GUC Trustee may resign upon thirty (30) days prior written notice to the GUC Trust Oversight Board.

7.1.6 The GUC Trustee may be removed for any reason by the GUC Trust Oversight Board; provided, however that any such removal shall not be effective unless a replacement GUC Trustee has been appointed effective as of the time of such removal. Notice of removal of the GUC Trustee and the appointment of a replacement GUC Trustee shall promptly be posted to the Trust Website.

7.1.7 The death, resignation, dissolution, incapacity, or removal of the GUC Trustee shall not terminate the GUC Trust or revoke any then-existing agency created pursuant to this Trust Agreement or invalidate any action theretofore taken by the GUC Trustee.

7.2 Compensation of the GUC Trustee. [The GUC Trust Oversight Board shall have the authority to fix the compensation of the GUC Trustee, which compensation shall be included in the Trust Budget and summarized timely by on the Trust Website.]⁶ Any changes in the compensation of the GUC Trustee following the Effective Date will be summarized timely by the GUC Trust on the Trust Website. The GUC Trustee shall be entitled to reimbursement of its expenses incurred in the discharge of its duties under this Trust Agreement. The compensation and expenses of the GUC Trustee shall be paid solely from the Trust Expenses Reserve.

7.3 Authority of the GUC Trustee.

7.3.1 The GUC Trustee shall have general executive responsibility for the conduct of the affairs of the GUC Trust in consultation with the GUC Trust Oversight Board (or, where required by this Trust Agreement, act with the consent of the GUC Trust Oversight Board) and shall be responsible for exercising the authority and performing the obligations of the GUC Trust expressly provided for in this Trust Agreement, otherwise giving effect to the intents and purposes of this Trust Agreement, the other GUC Trust Documents, the Plan and the Confirmation Order, and exercising the rights of trustees under the Trust Act, in each case, consistent with the terms of the Plan, the Confirmation Order, and the GUC Trust Documents.

7.3.2 Without limiting the generality of the preceding subsection, and in furtherance thereof, the GUC Trustee, in consultation with the GUC Trust Oversight Board (or, where required by this Trust Agreement, with the consent of the GUC Trust Oversight Board), shall be expressly authorized and empowered to undertake, acting as appropriate through the Trust Management and Trust Agents, the following actions on behalf of the GUC Trust, without the need for any additional approvals, authorization, or consents, and without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that all such actions are undertaken in a manner consistent with the purposes of the GUC Trust:

- (a) to hold the Trust Assets for the benefit of GUC Trust Beneficiaries, whether, in the case of holders of GUC Trust Eligible General Unsecured Claims, such GUC Trust Beneficiaries' Claims are Allowed on or after the Effective Date;
- (b) to hold, manage, dispose of, sell, and convert to Cash, the Trust Assets;
- (c) to maintain accurate records of the administration of the Trust Assets, including receipts and disbursements and other activity of the GUC Trust;
- (d) to administer the claims resolution process contemplated by the GUC Trust Claims Resolution Procedures, and to maintain accurate records with respect to such claims reconciliation process; provided, however, that the consent of the GUC Trust Oversight Board shall be required in respect of a

⁶ Note to Draft: To be updated.

settlement of a Class B Unit Claim resulting in an Allowed claim in excess of \$[●], as provided in Section [8.4.2(g)] hereof;

- (e) to establish and administer the Trust Expenses Reserve;
- (f) to establish and administer the Class B Disputed Claims Reserve;
- (g) to appoint, engage, review, supervise, remove, replace, and determine the compensation payable to Trust Management and Trust Agents;
- (h) to investigate, prosecute, settle, liquidate, dispose of, and/or abandon the Causes of Action belonging to the GUC Trust, including the Transferred Litigations, and to preserve, secure, and obtain the benefit of the Transferred Insurance Rights; provided, however, that, with respect to Causes of Action against the Excluded D&O Parties (as that term is defined in the Plan), the GUC Trust shall (i) only pursue Causes of Action with respect to actions taken prior to August 1, 2019, (ii) not attempt to collect, directly or indirectly, from the personal assets of any of the Excluded D&O Parties, and (iii) seek recovery on account of such Causes of Action solely to the extent of the GUC Trust D&O Insurance Policies (as that term is defined in the Plan); provided further, however, that the settlement of any litigation or settlement in respect of the Transferred Insurance Rights in excess of \$[●] shall require the approval of the GUC Trust Oversight Board, as provided in Section [8.4.2(e)] hereof;
- (i) to file all Tax Returns and regulatory forms, returns, reports, and other documents and financial information required to be filed with respect to the GUC Trust, including filing Tax Returns as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); provided, however, that the approval of the GUC Trust Oversight Board shall be required with respect to any action that may result in the taxation of the GUC Trust with respect to distributions therefrom, as provided in Section [8.4.2(n)] hereof;
- (j) to perform under the Cooperation Agreement;
- (k) to make distributions of Distributable Cash to Unitholders subject to the consent of the GUC Trust Oversight Board as provided in Sections [6.3 and 6.4] hereof;
- (l) to maintain and dispose of the books and records transferred to, or otherwise maintained by, the GUC Trust; provided, however, that the approval of the GUC Trust Oversight Board shall be required for the destruction of any material records maintained by the GUC Trust, other than with respect to the destruction of records in the ordinary course of business, as provided in Section [8.4.2(m)] hereof;
- (m) to prepare and disseminate reports, as provided in Section 9.5 hereof;

- (n) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the GUC Trust and execute any documents or pleadings related to the liquidation of the Trust Assets or other matters related to the GUC Trust;
- (o) to establish, maintain, and terminate bank accounts on behalf of the GUC Trust;
- (p) to bring suits or defend itself or the GUC Trust against suits brought against it or the GUC Trust, if any, in connection with any matter arising from or related to the GUC Trust Documents, the Plan or the Confirmation Order that affects in any way the Trust Assets, or the rights or obligations of the GUC Trust or the GUC Trust Beneficiaries, in their capacities as such; provided, that (i) the GUC Trustee shall consult with the GUC Trust Oversight Board in connection with the defense of any suit brought against the GUC Trust, and (ii) the consent of the GUC Trust Oversight Board shall be required with respect to the conduct of any defense against a suit brought against the GUC Trust Oversight Board;
- (q) to obtain and maintain insurance coverage (including tail insurance) for the benefit of the GUC Trustee, the Trust Management, the Trust Agents, and the GUC Trust Oversight Board, with the consent of the GUC Trust Oversight Board, as provided in Section [8.4.2(g)] hereof, and, if so determined by the GUC Trustee, such other insurance as the GUC Trustee determines as appropriate for the circumstances from time to time;
- (r) to allocate, subject to the consent of the GUC Trust Oversight Board, as provided in section [8.4.2(l)] hereof, proceeds of the Causes of Action belonging to the GUC Trust, including the Transferred Litigations, to the Trust Expenses Reserve for the purpose of pursuing other such Causes of Action; provided, however, that proceeds from the Transferred Insurance Rights required to be distributed to the Distribution Sub-Trusts pursuant to ARTICLE VI hereof, shall not be so allocated pursuant to this subsection;
- (s) to invest Trust Assets (including any earnings thereon or proceeds therefrom) in the manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities; provided, however, that the GUC Trustee shall only authorize investments that are temporary investments in short-term government securities, time deposits, certificates of deposit, bankers' acceptances, commercial paper, and money market funds or similar temporary, liquid, short-term investments.
- (t) to take all actions necessary and appropriate to minimize any adverse Tax consequences to the GUC Trust Beneficiaries; provided, however, that such actions do not result in an adverse Tax consequence to the GUC Trust and

are consistent with and are not contrary to the intended treatment of the GUC Trust as a liquidating trust taxable for United States federal income tax purposes as a “grantor trust” under Tax Code section 671 *et seq.*;

- (u) to abandon, subject to the consent of the GUC Trust Oversight Board under Section 8.4.2(h) hereof, any of the Trust Assets without any prior approval from the Bankruptcy Court;
- (v) to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions, as determined by the GUC Trustee, to be necessary or appropriate to effectuate the purpose of the GUC Trust;
- (w) to retain such professionals as are necessary and proper to discharge its functions in the ordinary course of business subject to the consent of the GUC Trust Oversight Board under Section 8.4.2(d) hereof; and
- (x) to take such other and further actions, including conversions, dissolutions, transfers, liquidations, or other corporate transactions, as determined by the GUC Trustee to be necessary or appropriate, in furtherance of the purposes of the GUC Trust.

7.3.3 The GUC Trustee shall comply with all applicable laws and shall act to maximize the distributions to GUC Trust Beneficiaries to the extent reasonably possible under the circumstances and in furtherance of the purposes of this GUC Trust.

7.4 Fiduciary Duty and Standard of Conduct of the GUC Trustee.

7.4.1 The GUC Trustee’s powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the GUC Trust and not otherwise, and in accordance with applicable law, including the Trust Act.

7.4.2 In discharging its duties under this Trust Agreement, the GUC Trustee shall be entitled to rely on the advice of the professionals retained by the GUC Trust. Except as otherwise provided in the Trust Act, by law or expressly in this Trust Agreement, the GUC Trustee shall not have any fiduciary or other duty to any GUC Trust Beneficiary with respect to the business and affairs of the GUC Trust, except that nothing shall limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

ARTICLE VIII GUC TRUST OVERSIGHT BOARD

8.1 General. The activities of the GUC Trust shall be overseen by the GUC Trust Oversight Board, which shall have such powers and authority as are provided in this Article and as elsewhere set forth in this Trust Agreement and in the Trust Act.

8.2 Membership.

8.2.1 As of the Effective Date, the GUC Trust Oversight Board shall consist of [● (●)] Oversight Board Members. The initial Oversight Board Members comprising the GUC Trust Oversight Board are set forth Exhibit [●] to this Trust Agreement.

8.2.2 Each Oversight Board Member shall hold office until the earlier of (i) the termination of the GUC Trust, (ii) the resignation, death, disability, or dissolution of such Oversight Board Member or (iii) the removal of such Oversight Board Member in accordance with this Trust Agreement.

8.2.3 Any Oversight Board Member may resign upon thirty (30) days prior written notice to the other members of the GUC Trust Oversight Board.

8.2.4 Any Oversight Board Member may be removed for Cause in accordance with the following procedures. For purposes of these procedures, references to the GUC Trust Oversight Board shall mean the members of the GUC Trust Oversight Board other than the Oversight Board Member whose removal is being sought (the "Specified Oversight Board Member").

- (a) The GUC Trust Oversight Board shall give written notice to the Specified Oversight Board Member, which notice shall describe in reasonable detail the actions or inactions on the basis of which the other Oversight Board Members have determined that Cause exists for the removal of the Specified Oversight Board Member.
- (b) The Specified Oversight Board Member shall have thirty (30) days from the date of his/her receipt of the notice from the GUC Trust Oversight Board to respond to the determination of the GUC Trust Oversight Board that Cause exists for removal and to cure such Cause, if a cure is possible. If the Specified Oversight Board Member so requests, the Specified Oversight Board Member shall be given the opportunity to appear in person before the GUC Trust Oversight Board to respond to the GUC Trust Oversight Board's determination.
- (c) Following such thirty (30) day period, whether or not the Specified Oversight Board Member has made any response to the notice of the GUC Trust Oversight Board, if the Cause forming the basis for removal has not been cured, the GUC Trust Oversight Board by unanimous consent of all Oversight Board Members other than the Specified Oversight Board Member may remove the Specified Oversight Board Member from office.
- (d) If the GUC Trust Oversight Board does not vote to remove the Specified Oversight Board Member within sixty (60) days from the date notice is first given to the Specified Oversight Board Member, the GUC Trust Oversight Board shall repeat these procedures if it determines thereafter to remove such Specified Oversight Board Member.

- (e) Notice of removal of an Oversight Board Member shall promptly be posted to the Trust Website and to DTC.

8.2.5 In the event of a vacancy on the GUC Trust Oversight Board, whether as a result of the resignation, death, disability, dissolution, or removal of an Oversight Board Member, the remaining Oversight Board Members shall, by Majority Consent, either (x) promptly appoint a replacement Oversight Board Member or (y) determine to reduce the size of the GUC Trust Oversight Board and thereby eliminate the vacancy. Notice of the appointment of any replacement Oversight Board Member or reduction of the board size shall be posted to the Trust Website and to DTC as promptly as practicable after such appointment.

8.2.6 The death, resignation, dissolution, incapacity, or removal of an Oversight Board Member shall not terminate the GUC Trust or revoke any then-existing agency created pursuant to this Trust Agreement or invalidate any action theretofore taken by such Oversight Board Member.

8.3 Compensation. The GUC Trust Oversight Board shall be compensated in the amount of \$[●] per annum in addition to their expenses, if any, of attendance at meetings of the GUC Trust Oversight Board or any committee thereof, which compensation and expenses shall be included in the Trust Budget. The GUC Trust Oversight Board shall have the authority to adjust by unanimous consent the compensation of the Oversight Board Members. Any increases in the compensation of the Oversight Board Members will be subject to the entire fairness standard of review. A summary of any changes in the compensation of the Oversight Board Members following the Effective Date will be posted timely by the GUC Trust on the Trust Website and, if DTC at the time serves as depository for the Class A Units, disseminated in accordance with the practices and procedures of DTC. The compensation and expenses of the Oversight Board Members shall be paid solely from the Trust Expenses Reserve.

8.4 Authority.

8.4.1 The GUC Trust Oversight Board shall be responsible for exercising oversight over the activities of the GUC Trustee, and shall consult with the GUC Trustee over the exercise of its duties, and the administration and affairs of the GUC Trust, as provided for in this Trust Agreement, the other GUC Trust Documents, the Plan or the Confirmation Order (or, where required by this Trust Agreement, determine whether to consent to the actions of the GUC Trustee). Such consultation shall occur from time to time as set forth herein, and at such other times as requested by the GUC Trust Oversight Board. Without limiting the foregoing, the GUC Trustee shall consult with the GUC Trust Oversight Board with respect to the Trust Assets and changes thereto; the financial statements of the GUC Trust; the strategy, status, and material decisions in respect of the Transferred Litigations and claims in respect of the Transferred Insurance Rights; the Trust Expenses Reserve; the claims resolution process; the Class B Disputed Claims Reserve; any financial arrangements entered into on behalf of the GUC Trust; the material contracts and agreements of the GUC Trust; and the appointment and removal of the officers of the GUC Trust and the Trust Agents.

8.4.2 The GUC Trust Oversight Board shall be expressly authorized and empowered to undertake the following actions on behalf of the GUC Trust, without the need for any additional approvals, authorization, or consents, and without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that all such actions are undertaken in a manner consistent with the purposes of the GUC Trust:

- (a) to remove or replace the GUC Trustee, and to enter into agreements with the GUC Trustee concerning its engagement and compensation;
- (b) to remove or replace the Delaware Trustee, and to enter into agreements with the Delaware Trustee concerning its engagement and compensation;
- (c) to consult with the GUC Trustee concerning the administration and maintenance of the Trust Assets;
- (d) to approve the GUC Trustee's selection of counsel in connection with litigation or other claims in excess of \$[●], as provided in Section [9.7.1] hereof;
- (e) to approve the settlement of any litigation or claim of the GUC Trust (including for the avoidance of doubt, a settlement in respect of the Transferred Insurance Rights) in excess of \$[●];
- (f) to approve any litigation financing entered into by the GUC Trust in excess of \$[●];
- (g) to approve the settlement of any Disputed Class B Unit Claim resulting in an Allowed Class B Unit Claim in excess of \$[●];
- (h) to approve the abandonment of any Cause of Action constituting a Trust Asset with a claimed amount in excess of \$[●] or other Trust Asset in excess of \$[●];
- (i) to consult with the GUC Trustee with respect to the Class B Disputed Claims Reserve, as provided in Sections [6.5 and 6.6] hereof;
- (j) to determine, in consultation with the GUC Trustee, the amount and timing of distributions from the GUC Trust to the Distribution Sub-Trusts, as provided in Sections [6.3 and 6.4] hereof;
- (k) to approve the Trust Budget;
- (l) to approve the insurance coverage (including tail insurance) obtained by the GUC Trust for the benefit of the Oversight Board Members, the GUC Trustee, and all Trust Agents;
- (m) to approve the allocation by the GUC Trustee of the proceeds of the Causes of Action belonging to the GUC Trust, including the Transferred

Litigations, to the Trust Expenses Reserve for the purpose of pursuing other causes of action;

- (n) to approve the conduct of any defense against a suit brought against the GUC Trust Oversight Board;
- (o) to approve the destruction of any material records maintained by the GUC Trust, other than with respect to the destruction of records in the ordinary course of business;
- (p) to approve action that may result in the taxation of the GUC Trust with respect to distributions therefrom;
- (q) to approve any amendment to this Trust Agreement or any other GUC Trust Document, as provided in Section 14.10 hereof; and
- (r) to approve the dissolution of the GUC Trust and the filing of a Certificate of Cancellation following the dissolution of the GUC Trust.

8.5 Action of the GUC Trust Oversight Board.

8.5.1 Unless otherwise specified in this Trust Agreement, the GUC Trust Oversight Board shall act by Majority Consent.

8.5.2 Anything to the contrary in this Trust Agreement notwithstanding, the following actions shall require the Supermajority Consent of the GUC Trust Oversight Board:

- (a) the delegation to a committee of the GUC Trust Oversight Board or to any single Oversight Board Member, including the Chairperson of the GUC Trust Oversight Board, of any rights or responsibilities of the GUC Trust Oversight Board;
- (b) the approval of any material change or amendment to this Trust Agreement, as provided in Section 14.10 hereof; and
- (c) any other action prescribed by this Trust Agreement or the GUC Trust Oversight Board as requiring Supermajority Consent.

8.5.3 In discharging their duties under this Trust Agreement, the GUC Trust Oversight Board shall be entitled to rely on the advice of the professionals retained by the GUC Trust[; provided, however, the Oversight Board Members may retain separate counsel as may be reasonably required, and the reasonable documented fees and expenses of such counsel shall be compensated by the GUC Trust out of the Trust Expenses Reserve.]

8.6 Meetings.

8.6.1 The GUC Trust Oversight Board shall hold regular meetings not less than quarterly, at such time and at such place as shall from time to time be mutually determined by the GUC Trustee and the GUC Trust Oversight Board. No notice of regular meetings need be given.

8.6.2 Special meetings of the GUC Trust Oversight Board may be called by the GUC Trustee, the Chairperson of the GUC Trust Oversight Board, or by any two (2) Oversight Board Members.

8.6.3 Written notice of the time and place of special meetings of the GUC Trust Oversight Board shall be given to the GUC Trustee and each Oversight Board Member by either personal delivery, email, or other means of electronic communication at least two (2) Business Days prior to such meeting. Notice of a meeting of the GUC Trust Oversight Board need not be given to any Oversight Board Member who signs a waiver of notice either before or after the meeting. Attendance of an Oversight Board Member at a meeting shall constitute a waiver of notice of such meeting, except when an Oversight Board Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting has not been convened or called in accordance with applicable law or this Trust Agreement.

8.6.4 A majority of the members constituting the whole GUC Trust Oversight Board shall constitute a quorum for the transaction of business at such meeting of the GUC Trust Oversight Board, but if less than a majority is present at a meeting, a majority of the Oversight Board Members present may adjourn the meeting from time to time. When a meeting is adjourned to another time or place (whether or not a quorum is present), prompt notice shall be given of the adjourned meeting and the time and place thereof will be announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Oversight Board Members may transact any business that might have been transacted at the original meeting.

8.6.5 Meetings may be held in person within or without the State of Delaware, telephonically or electronically, and upon such notice as may be determined from time to time in accordance with the rules and procedures adopted by the GUC Trust Oversight Board, and any member of the GUC Trust Oversight Board who participates by such means shall be deemed to be present for purposes of quorum under Section 8.6.4 hereof. Members of the GUC Trust Oversight Board may also act by written consent in lieu of a meeting, which consent may be less than unanimous, provided that each of the Oversight Board Members shall have received notice of the action to be taken by written consent in lieu of a meeting at least two (2) Business Days in advance of the effectiveness thereof. Any such written consents shall be filed with the minutes of the proceedings of the GUC Trust Oversight Board.

8.6.6 Unless the GUC Trust Oversight Board determines to exclude the GUC Trustee from any meeting, the GUC Trustee shall attend all meetings of the GUC Trust Oversight Board.

8.7 Chairperson of the GUC Trust Oversight Board.

8.7.1 The GUC Trust Oversight Board shall elect from among its members a Chairperson of the GUC Trust Oversight Board. The Chairperson of the GUC Trust Oversight Board may be removed and replaced as Chairperson at any time by Majority Consent of the GUC Trust Oversight Board.

8.7.2 The GUC Trustee shall preside over all meetings of the GUC Trust Oversight Board, unless the GUC Trustee has been excluded from such meeting, in which event the Chairperson of the GUC Trust Oversight Board shall preside over such meeting; provided that if the Chairperson of the GUC Trust Oversight Board is not present for such meeting, an Oversight Board Member chosen by a majority of the Oversight Board Members present, shall act as Chairperson at such meeting of the GUC Trust Oversight Board. The Chairperson of the GUC Trust Oversight Board shall exercise such other functions, authorities, and duties as may be prescribed by the GUC Trust Oversight Board. The Chairperson of the GUC Trust Oversight Board shall not be considered an officer of the GUC Trust solely by virtue of serving in such capacity.

8.8 Committees. The GUC Trust Oversight Board may designate one or more committees, each committee to consist of one or more Oversight Board Members. Any such committee shall have and may exercise such powers as the GUC Trust Oversight Board may determine and specify in the resolution designating such committee in a manner not inconsistent with the other provisions of this Trust Agreement. Each committee shall keep a record of proceedings and report the same to the GUC Trust Oversight Board to such extent and in such form as the GUC Trust Oversight Board may require. Unless otherwise provided in the resolution designating a committee, a majority of all the members of any such committee may select its chairperson, fix its rules of procedure, fix the time and place of its meetings, and specify what notice of meetings, if any, shall be given.

8.9 Fiduciary Duty and Standard of Conduct.

8.9.1 Notwithstanding anything to the contrary, no Oversight Board Member shall have any fiduciary or other duty to any Person, including to any GUC Trust Beneficiary with respect to the business and affairs of the GUC Trust, and no Oversight Board Member shall have any liability to any Person, except that nothing shall limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

8.9.2 No Oversight Board Member in a personal capacity shall have the authority to bind the GUC Trust Oversight Board, but shall for all purposes hereunder be acting in the capacity as a member of the GUC Trust Oversight Board or a committee thereof.

ARTICLE IX
ADMINISTRATION OF THE TRUST

9.1 Prohibited Activities of the GUC Trust.

9.1.1 The GUC Trustee, the Trust Management, and the Trust Agents shall hold the GUC Trust out as a trust in the process of liquidation, whose activities are limited to the liquidation of the Trust Assets on behalf, and for the benefit, of the GUC Trust Beneficiaries and the other purposes set forth in this Trust Agreement. Without limiting the foregoing, the GUC Trust shall not hold itself out as an investment company, and no part of the Trust Assets shall be caused by the GUC Trustee to be used or disposed of in furtherance of any trade or business.

9.1.2 The GUC Trust shall not engage in any investments or activities inconsistent with the treatment of the GUC Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings or other controlling authorities.

9.1.3 Notwithstanding anything to the contrary herein, neither of the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, and the Trust Agents shall take any action to impair, modify, or otherwise affect the enforceability, efficacy, scope, or terms of the GUC Releases or the Covenant Not To Collect provided to the Released Parties pursuant to the Plan.

9.2 Resolution of Disputed GUC Trust Eligible General Unsecured Claims.

9.2.1 The Allowed amount of the GUC Trust Eligible General Unsecured Claims pursuant to this Trust Agreement shall be (i) in the case of Class A Unit Claims, the Allowed amount of such Claims pursuant to the Plan, and (ii) in the case of Class B Unit Claims, the amount thereof as determined pursuant to the claims reconciliation process provided for in this Trust Agreement. The GUC Trustee shall be authorized to resolve, on behalf of the GUC Trust, all Disputed Class B Unit Claims pursuant to the GUC Trust Claims Resolution Procedures; provided, however, that (i) the GUC Trust shall only incur fees and expenses of up to \$[250,000] (the “**Claims Reconciliation Cap**”) in reconciling all Disputed Class B Unit Claims and (ii) the GUC Trustee shall have the discretion to determine, in consultation with the GUC Trust Oversight Board, in the interests of efficiency and economy, to engage the trustee of any of the Distribution Sub-Trusts (or any other Person responsible for the responsible for the management, administration, and operation of such Distribution Sub-Trusts) to act as a Trust Agent in reconciling the Disputed Class B Unit Claims, with the compensation for such Trust Agent to be payable solely from the Claims Reconciliation Cap. The GUC Trust shall post to the Trust Website quarterly notice of Disputed Class B Unit Claims resolved and/or settled during the prior quarter following the end of each fiscal quarter, starting with the first complete fiscal quarter after the Effective Date. For the avoidance of doubt, any reconciliation of the Disputed Class B Unit Claims, whether undertaken by the GUC Trustee or a Trust Agent shall not exceed the Claims Resolution Cap

9.2.2 Disputed Class B Unit Claims that become Allowed, in whole or in part, shall be satisfied exclusively out of the Class B Disputed Claims Reserve, in the manner provided in ARTICLE VI, and in the order in which such Disputed Class B Unit Claims are Allowed. In the event the Class B Units, and the Cash distributed with respect thereto (including the value of any non-Cash assets substituted therefor), remaining in the

Class B Disputed Claims Reserve shall be insufficient to satisfy all the Disputed Class B Unit Claims from the Class B Disputed Claims Reserve that have become Allowed, in the manner such Claims would have been satisfied had such Disputed Class B Unit Claims been Allowed on the initial Unit Distribution Record Date, and that are due to be satisfied with distributions from the Class B Disputed Claims Reserve on any Unit Distribution Date, such Disputed Class B Unit Claims shall be satisfied Pro Rata in proportion to their respective Allowed amounts. After all Class B Units, and the Cash distributed with respect thereto, have been distributed from the Class B Disputed Claims Reserve, no further distributions shall be made in respect of any remaining Disputed Class B Unit Claims.

9.3 Class B Disputed Claims Reserve.

9.3.1 On or as soon as practicable following the Effective Date, the GUC Trust shall establish the Class B Disputed Claims Reserve, into which there shall be deposited the number of Class B Units as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board based upon the Estimated Amount of the Disputed Class B Unit Claims, the Class B Unit Issuance Ratio and such other factors as the GUC Trustee shall deem relevant to its determination. To the extent the Bankruptcy Court has not entered a Reserve Order as of the Effective Date, the GUC Trustee may determine, in its discretion and in consultation with the GUC Trust Oversight Board, whether to seek such relief from the Bankruptcy Court.

9.3.2 All Class B Units and other assets in the Class B Disputed Claims Reserve shall be the property of the GUC Trust and not of the holder of any Claim or any other person.

9.3.3 All Cash held in the Class B Disputed Claims Reserve shall be maintained with a United States FDIC insured financial institution, and may be maintained in an interest-bearing account, as the GUC Trustee may from time to time determine. The Cash in the Class B Disputed Claims Reserve shall be held separately and shall not be commingled with any other Cash constituting Trust Assets. The GUC Trustee, in consultation with the GUC Trust Oversight Board, may substitute non-Cash assets for Cash held in the Class B Disputed Claims Reserve, which non-Cash assets may be monetized from time to time by the Class B Disputed Claims Reserve; provided, however, that distributions from the Class B Disputed Claims Reserve shall only be made in Class B Units and Cash as provided for in Section 9.3.1 hereof; and provided further that in connection with any such substitution of non-Cash assets, due consideration shall be given to the timing and amount of scheduled and anticipated payments and both the fair market value and the timing of monetization of such non-Cash assets, so as to enable the GUC Trust to distribute Cash in respect of Units that are released from the Class B Disputed Claims Reserve as such Cash distributions are due.

9.4 Trust Expenses Reserve.

9.4.1 On the Effective Date, there shall be established a Trust Expenses Reserve for the purpose of maintaining Cash allocated and retained by the GUC Trust

from time to time in an amount necessary to satisfy reasonable costs and expenses of the GUC Trust and other obligations and liabilities incurred, assumed, or reasonably anticipated by the GUC Trust (or to which the Trust Assets are otherwise subject) in accordance with the GUC Trust Documents, the Plan and the Confirmation Order, including without limitation (i) the fees and costs incurred in connection with the protection, preservation, liquidation, and distribution of the Trust Assets; (ii) the fees and costs incurred in connection with investigating, prosecuting, and resolving Disputed GUC Trust Eligible General Unsecured Claims; (iii) the fees and costs incurred in connection with prosecuting and resolving the Transferred Litigations; (iv) the fees and costs of maintaining the Disputed Claims Reserves and the Trust Expenses Reserve; (v) reserves for any judgments, settlements, or other Cash liabilities or potential liabilities that are or may be payable by the GUC Trust, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board; (vi) the compensation of the Delaware Trustee, the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, and the expenses that may be incurred by them in the performance of their duties hereunder; (vii) any Taxes imposed on the GUC Trust or in respect of the Trust Assets or otherwise, including the Class B Disputed Claims Reserve; (viii) the compensation of any employees, together with all related costs, fees, and expenses (ix) the compensation, fees, and expenses of the Trust Agents; (x) the Indenture Trustee Expenses and any amount required to satisfy any Indenture Trustee Charging Lien, and (xi) such other costs, fees, and expenses as shall be provided for in the Trust Budget and as may be incurred in carrying out the purposes and intents of this Trust Agreement, the other GUC Trust Documents, the Plan and the Confirmation Order. The amount of Cash held in the Trust Expenses Reserve may be increased or released from time to time by or at the discretion of the GUC Trustee in consultation with the GUC Trust Oversight Board, as necessary or appropriate in furtherance of the purposes the GUC Trust Documents, the Plan and the Confirmation Order; provided that in no event may the GUC Trust receive or retain cash or cash equivalents in excess of a reasonable amount to meet claims and contingent liabilities of the GUC Trust or to maintain the value of the Trust Assets. Any Cash released from the Trust Expenses Reserve shall be available for distribution in accordance with the provisions of ARTICLE VI. The Trust Expenses Reserve shall be funded solely by Trust Assets (other than any Purchaser Entities Proceeds), and in no event shall it be funded by the Post-Emergence Entities.

9.4.2 The Trust Expenses Reserve shall not be required to be held separately and may be commingled with unrestricted funds of the GUC Trust. The GUC Trustee in consultation with the GUC Trust Oversight Board, may permit non-Cash assets to be applied to the Trust Expenses Reserve, which non-Cash assets may be monetized from time to time and the Cash so realized included in the Trust Expenses Reserve; provided, however that in connection with any such application, due consideration shall be given to the timing and amount of scheduled and anticipated payment obligations and both the fair market value and the timing of monetization of such non-Cash assets, so as to enable the GUC Trust to pay its obligations as they become due.

9.4.3 The GUC Trust shall not be required to account separately for the fees and expenses and other administrative outflows of the GUC Trust in respect of each of the Class A Unit Claims, the Class B Unit Claims, or the respective Distribution Sub-

Trusts. However, the GUC Trust may establish sub-reserves in the Trust Expenses Reserve in respect of each of the Class A Unit Claims, the Class B Unit Claims, and the respective Distribution Sub-Trusts, to the extent deemed advisable by the GUC Trustee.

9.5 Reporting.

9.5.1 The GUC Trustee shall cause to be prepared, and shall post to the Trust Website, reports on a quarterly and annual basis regarding the finances of the GUC Trust, and such other information deemed advisable by the GUC Trustee in consultation with the GUC Trust Oversight Board. Unless otherwise required by applicable law, such reports need not be audited or prepared in accordance with GAAP (and need not be prepared using the liquidation basis of accounting), the International Financial Reporting Standards, Public Company Accounting Oversight Board standards, reporting standards required by the Securities Exchange Commission, or similar reporting standards, but in any event shall fairly present the assets, liabilities, income, and expenses of the GUC Trust for and as of the end of each reporting period. The financial reports shall be prepared on a consistent basis, except as may be disclosed in the notes to the financial reports.

9.5.2 The GUC Trustee shall also cause to be timely prepared, filed and distributed such additional statements, reports, and submissions (x) as may be necessary to cause the GUC Trust to be in compliance with applicable law, or to the extent otherwise necessary to allow the Units to be transferrable and tradable in accordance with applicable law or (y) as may be otherwise required from time to time by the Bankruptcy Court.

9.6 Trust Management.

9.6.1 The officers of the GUC Trust shall consist of such officers as the GUC Trustee, in consultation with the GUC Trust Oversight Board, shall deem appropriate (all such officers being collectively referred to as the “**Trust Management**”).

9.6.2 The officers of the GUC Trust shall be appointed by the GUC Trustee and shall hold office until their successors are appointed and qualified or until their earlier death, dissolution, resignation, or removal from office. Any officer may resign at any time by communicating notice of such resignation to the GUC Trustee. Any officer may be removed at any time by the GUC Trustee with or without cause. The compensation of such officers shall be as determined by the GUC Trustee. Such compensation shall be paid out of the Trust Expenses Reserve and shall be consistent with the Trust Budget.

9.6.3 Any officer who is appointed from time to time by the GUC Trustee shall perform such duties and have such functions, authority, and duties as may be prescribed by the GUC Trustee and consistent with this Trust Agreement.

9.7 Trust Agents; Employees.

9.7.1 The GUC Trust may employ such Trust Agents, including counsel (which may be the same counsel employed by the Creditors’ Committee or any member thereof), advisors (which may be the same advisors formerly employed by the Creditors’

Committee or any member thereof), administrators and other professionals, as deemed reasonably necessary or desirable by the GUC Trustee to carry out the intents and purposes of the GUC Trust. Trust Agents shall be appointed, and their appointment may be terminated, by the GUC Trustee; provided, however, that the consent of the GUC Trust Oversight Board shall be required for the retention of litigation counsel in connection with litigation claims in excess of \$[●]. Trust Agents shall be compensated on such basis as determined by the GUC Trustee and shall be paid without further motion, application, notice, or other order of the Bankruptcy Court. The compensation, fees, and expenses of Trust Agents shall be satisfied out of the Trust Expenses Reserve, and shall be consistent with the Trust Budget.

9.7.2 The GUC Trustee shall be authorized to hire such employees as it may deem appropriate. The compensation of such employees, together with all related costs, fees, and expenses, shall be paid out of the Trust Expenses Reserve, and shall be consistent with the Trust Budget.

9.8 Compliance with Laws. Any and all distributions of Trust Assets shall be in compliance with applicable laws with such exceptions thereto as may be expressly provided herein or in the Plan or the Confirmation Order. Without limiting the generality of the foregoing, (a) the GUC Trust shall make distributions to the GUC Trust Beneficiaries at least annually, to the extent the GUC Trust has sufficient cash available for distribution from all net cash income and all other cash received by the GUC Trust; provided, however, that the GUC Trust may, to the extent consistent with applicable law as to liquidating trusts (including, but not limited to, guidance arising under or otherwise in connection with Revenue Procedure 82-58, 1982-2 C.B. 847, as amplified by Revenue Procedure 91-15, 1991-1 C.B. 484 and Revenue Procedure 94-45, 1994-2 C.B. 684), retain such amounts (i) as are reasonably necessary to meet contingent liabilities (including Disputed Class B Unit Claims) and to maintain the value of the Trust Assets during the term of the GUC Trust, (ii) to pay reasonable administrative expenses including, without limitation, the compensation and the reimbursement of reasonable, actual and necessary costs, fees (including attorneys' fees) of the Trust Management and Trust Agents, and (iii) to satisfy all other liabilities incurred or assumed by the GUC Trust (or to which the Trust Assets are otherwise subject) in accordance with the Plan, the Confirmation Order, and the GUC Trust Documents; and (b) the GUC Trust may withhold and/or pay to the appropriate Tax Authority from amounts distributable from the GUC Trust to any holder of an Allowed GUC Trust Eligible General Unsecured Claim any and all amounts as may be sufficient to pay the maximum amount of any Tax or other charge that has been or might be assessed or imposed by any law, regulation, rule, ruling, directive, or other governmental requirement on such holder or the GUC Trust with respect to the amount to be distributed to such holder. The GUC Trustee shall determine such maximum amount to be withheld by the GUC Trust in its reasonable discretion and shall cause the GUC Trust to distribute to such holder any excess amount withheld. All such amounts withheld and paid to the appropriate Tax Authority (or reserved pending resolution of the need to withhold) shall be treated as amounts distributed on account of such Claims for all purposes of this Trust Agreement.

9.9 Setoff Rights. The GUC Trust may, but shall not be required to, setoff against or recoup from the holder of any Allowed GUC Trust Eligible General Unsecured Claim on which payments or other distributions are to be made hereunder, claims or defenses of any nature that the GUC Trust may have against such Person. However, neither the failure to do so, nor the Allowance

of any Claim, shall constitute a waiver or release of any such claim, right of setoff or right of recoupment against the holder of such Allowed GUC Trust Eligible General Unsecured Claim.

9.10 No Distributions Pending Allowance. If a Claim or any portion of a Claim is Disputed, no payment or distribution shall be made on account of any portion of such Claim unless and until all objections to such Claim are resolved by Final Order or as otherwise provided by the GUC Trust Documents.

9.11 Unclaimed and Undeliverable Distributions. In the event that any distribution to any holder of GUC Trust Eligible General Unsecured Claims is returned as undeliverable, no distribution to such holder shall be made unless and until the GUC Trust has determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the time the distribution is made. After such date, all unclaimed property or interests in property shall revert to the applicable disbursement account of the GUC Trust without need for a further order by the Bankruptcy Court, to be made available to other GUC Trust Beneficiaries (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such returned property or Interest in property, as well as such holder's GUC Trust Eligible General Unsecured Claim, shall be discharged and forever barred.

9.12 Minimum Cash Distributions. The GUC Trust shall not be required to make any distribution of Cash less than [one hundred dollars (\$100)] to any GUC Trust Beneficiary.

ARTICLE X **DELAWARE TRUSTEE**

10.1 Appointment. The Delaware Trustee shall act solely for the purpose of complying with the requirement of section 3807 of the Trust Act, and its powers and obligations hereunder shall have become effective upon the Effective Date.

10.2 Powers.

10.2.1 Notwithstanding any provision hereof to the contrary, the duties and responsibilities of the Delaware Trustee shall be limited solely to (i) accepting legal process served on the GUC Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the office of the Delaware Secretary of State that the Delaware Trustee is required to execute under section 3811 of the Trust Act (including without limitation the Certificate of Trust). Except as provided in the foregoing sentence, the Delaware Trustee shall have no management responsibilities or owe any fiduciary duties to the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the GUC Trust Beneficiaries, or any other Person receiving a distribution from the GUC Trust hereunder. The filing of the Certificate of Trust with the Secretary of State of the State of Delaware as provided under the Trust Act is hereby ratified.

10.2.2 By its execution hereof, the Delaware Trustee accepts the trusteeship of the GUC Trust on the terms set forth herein. The Delaware Trustee shall not have any duty or liability with respect to the administration of the GUC Trust (except

as otherwise expressly set forth in Section 10.2.1 hereof), the investment of the Trust Assets or the distribution of the Trust Assets to the Unitholders, and no such duties shall be implied. The Delaware Trustee shall not be liable for the acts or omissions of the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, or any Trust Agent, nor shall the Delaware Trustee be liable for supervising or monitoring the performance of the duties and obligations of the GUC Trustee, the GUC Trust Oversight Board, or the Trust Management, or any Trust Agent, under this Trust Agreement. The Delaware Trustee shall not be obligated to give any bond or other security for the performance of any of its duties hereunder. The Delaware Trustee shall not be personally liable under any circumstances, except for its own gross negligence, bad faith, or willful misconduct in the performance of its express duties under this Trust Agreement. Without limiting the foregoing:

- (a) the Delaware Trustee shall not be personally liable for any error of judgment made in good faith, except to the extent such error of judgment constitutes willful misconduct, bad faith, or gross negligence in the performance of its express duties under this Trust Agreement;
- (b) the Delaware Trustee shall not have any duty or obligation to manage or deal with the Trust Assets, or to otherwise take or refrain from taking any action under this Trust Agreement except as expressly provided in Section 10.2.1 hereof, and no implied trustee duties or obligations shall be deemed to be imposed on the Delaware Trustee;
- (c) no provision of this Trust Agreement shall require the Delaware Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or powers hereunder if the Delaware Trustee has reasonable grounds to believe that the payment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;
- (d) the Delaware Trustee shall not be personally liable for the validity or sufficiency of this Trust Agreement, the value or sufficiency of the Trust Assets, or for the due execution hereof by the other Parties hereto;
- (e) the Delaware Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party (including, for the avoidance of doubt, the GUC Trustee or the GUC Trust Oversight Board) as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect;
- (f) the Delaware Trustee may request the GUC Trustee to provide a certificate with regard to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon;

- (g) in the exercise of its duties hereunder, the Delaware Trustee (i) may act directly or through agents or attorneys pursuant to agreements entered into with any of them and shall not be liable for the acts or omissions of any agents or attorneys selected by it in good faith, and (ii) may consult with counsel selected by it in good faith and employed by it, and it shall not be liable for anything done, suffered, or omitted in good faith by it in accordance with the advice or opinion of any such counsel;
- (h) the Delaware Trustee acts solely as Delaware Trustee hereunder and not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Trust Agreement shall look only to the Trust Assets for payment or satisfaction thereof;
- (i) the Delaware Trustee shall not be personally liable for any representation, warranty, covenant, agreement, or indebtedness of the GUC Trust;
- (j) the Delaware Trustee shall not incur liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Delaware Trustee may for all purposes hereof rely on a certificate, signed by an officer of the GUC Trust, as to such fact or matter, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon; and
- (k) the Delaware Trustee shall not be liable for punitive, exemplary, consequential, special, or other damages for a breach of this Trust Agreement under any circumstances.

10.3 Compensation. The Delaware Trustee shall be entitled to receive compensation out of the Trust Expenses Reserve for the services that the Delaware Trustee performs in accordance with this Trust Agreement and in accordance with such fee schedules as shall be agreed from time to time by the Delaware Trustee and the GUC Trust Oversight Board. The Delaware Trustee may also consult with counsel (who may be counsel for the GUC Trust) with respect to those matters that relate to the Delaware Trustee's role as the Delaware Trustee of the GUC Trust, and the reasonable legal fees incurred in connection with such consultation and any other reasonable out-of-pocket expenses of the Delaware Trustee shall be reimbursed out of the Trust Expenses Reserve.

10.4 Duration and Replacement. The Delaware Trustee shall serve for the duration of the GUC Trust or until the earlier of (i) the effective date of the Delaware Trustee's resignation, or (ii) the effective date of the removal of the Delaware Trustee. The Delaware Trustee may resign at any time by giving thirty (30) days written notice to the GUC Trust Oversight Board; provided, however, that such resignation shall not be effective until such time as a successor Delaware Trustee has accepted appointment. The Delaware Trustee may be removed with the Majority

Consent of the GUC Trust Oversight Board, by providing thirty (30) days written notice to the Delaware Trustee; provided, however, that such removal shall not be effective until such time as a successor Delaware Trustee has accepted appointment. Upon the resignation or removal of the Delaware Trustee, the GUC Trust Oversight Board shall appoint a successor Delaware Trustee. The Delaware Trustee may petition the Bankruptcy Court for the appointment of a successor Delaware Trustee. Any successor Delaware Trustee appointed pursuant to this Section shall be eligible to act in such capacity in accordance with this Trust Agreement and, following compliance with this Section, shall become fully vested with the rights, powers, duties, and obligations of its predecessor under this Trust Agreement, with like effect as if originally named as Delaware Trustee. Any such successor Delaware Trustee shall notify the Delaware Trustee of its appointment by providing written notice to the Delaware Trustee and upon receipt of such notice, the Delaware Trustee shall be discharged of its duties herein. Any such successor Delaware Trustee shall also file an amendment to the Certificate of Trust as required by the Trust Act.

ARTICLE XI
THIRD PARTIES, LIMITATION
OF LIABILITY, AND INDEMNIFICATION

11.1 Parties Dealing with the GUC Trust. In the absence of actual knowledge to the contrary, any Entity dealing with the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, or the Trust Agents shall be entitled to rely on the authority of the such parties to act in connection with the Trust Assets. No Entity that may deal with the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, or the Trust Agents shall have any obligation to inquire into the validity or expediency or propriety of any transaction by such parties.

11.2 Limitation of Liability.

11.2.1 Notwithstanding anything in the GUC Trust Documents, the Plan or the Confirmation Order to the contrary, to the maximum extent provided for under the Trust Act, none of the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, the Trust Agents, Creditors' Committee or its members, and the Indenture Trustees nor any of their respective principals, advisors, or professionals, each of the foregoing, in their capacity as such, shall be liable to the GUC Trust, any Unitholder, or any GUC Trust Beneficiary for any Claim arising out of, or in connection with, the creation, operation, or termination of the GUC Trust, including actions taken or omitted in fulfillment of such parties' duties with respect to the GUC Trust, nor shall such parties incur any responsibility or liability by reason of any error of law or of any matter or thing done or suffered or omitted to be done under this Trust Agreement, except as may be determined by Final Order to have arisen out of such party's gross negligence, bad faith, or willful misconduct (and, in the case of the Delaware Trustee, in the performance of its express duties under this Trust Agreement); provided that in no event will any such party be liable for punitive, exemplary, consequential, or special damages under any circumstances. Furthermore, none of the GUC Trustee, the GUC Trust Oversight Board, the Creditors' Committee or its members, the Indenture Trustees, the Delaware Trustee, the Trust Management, and the Trust Agents, and nor any of their respective principals, advisors, or professionals shall be liable to the GUC Trust, any Unitholder, or any GUC

Trust Beneficiary for any action taken in good faith reliance upon the advice of the professionals retained by the GUC Trust to the maximum extent provided for under the Trust Act.

11.2.2 Upon the appointment of a successor GUC Trustee as provided in Section 8.2 hereof, or the appointment of a successor Delaware Trustee, the predecessor GUC Trustee, or the predecessor Delaware Trustee, as the case may be, and each of their respective accountants, agents, assigns, attorneys, bankers, consultants, directors, employees, executors, financial advisors, investment bankers, real estate brokers, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, representatives, affiliates, employers, and successors shall have no further liability or responsibility with respect thereto. A successor GUC Trustee or successor Delaware Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor, and no successor GUC Trustee or successor Delaware Trustee shall be in any way liable for the acts or omissions of any predecessor GUC Trustee or predecessor Delaware Trustee, unless such party expressly assumes such responsibility. A predecessor GUC Trustee or predecessor Delaware Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor GUC Trustee or successor Delaware Trustee for any events or occurrences subsequent to the cessation of its role.

11.2.3 None of the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, nor the Trust Agents, when acting in such capacities, shall be subject to any personal liability whatsoever, whether in tort, contract, or otherwise, to any person, other than the GUC Trust or the GUC Trust Beneficiaries, in connection with the affairs of the GUC Trust to the fullest extent provided under section 3803 of the Trust Act, and all persons claiming against any of the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, or the Trust Agents, or otherwise asserting Claims of any nature in connection with affairs of the GUC Trust, shall look solely to the Trust Assets for satisfaction of any such Claims.

11.2.4 Except as expressly provided herein, nothing in the GUC Trust Documents shall be, or be deemed to be, an assumption, covenant, or agreement to assume or accept, any liability, obligation, or duty, (x) by the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, and the Trust Agents of any of the liabilities, obligations, or duties of the Post-Emergence Entities or (y) by the Debtors, the Post-Emergence Entities, or any Released Party of any of the liabilities, obligations, or duties of the GUC Trust, the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, or the Trust Agents. For the avoidance of doubt, none of the Debtors nor any Post-Emergence Entity shall have any liability or obligation with respect to indemnification or reimbursement under this Trust Agreement.

11.3 Indemnification.

11.3.1 The GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, and the Trust Agents, and their respective affiliates, consultants, agents, attorneys, accountants, financial advisors, beneficiaries, estates,

employees, officers, directors, principals, managers, members, professionals, and other representatives, of each of the foregoing, each in their capacity as such, as the case may be, and any of such parties' successors and assigns (all such Entities so entitled to indemnification, collectively, the "**Covered Parties**") shall be indemnified and held harmless, to the fullest extent permitted by law by the GUC Trust from and against any and all losses, claims, Taxes, damages, reasonable expenses, and liabilities (including liabilities under state or federal securities laws) of any kind and nature whatsoever (the foregoing, the "**Liabilities**"), to the extent that such expenses arise out of or are imposed upon or asserted against such indemnified persons with respect to the creation, operation, or termination of the GUC Trust or the execution, delivery, or performance of this Trust Agreement or the transactions contemplated hereby and shall not be liable for actions taken or omitted in such capacity, on behalf of, or in fulfillment of their duties with respect to, the GUC Trust, except those acts or omissions that are determined by Final Order to have arisen out of such party's gross negligence, bad faith, or willful misconduct (and, in the case of the Delaware Trustee, in the performance of its express duties under this Trust Agreement), and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorneys' fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding, or investigation that is brought or threatened against such persons or entities regarding the implementation or administration of the GUC Trust Documents or the discharge of their respective duties hereunder or thereunder or in respect thereof, except for any actions or inactions that are determined by Final Order to have arisen out of their own gross negligence, bad faith, or willful misconduct (and, in the case of the Delaware Trustee, in the performance of its express duties under this Trust Agreement).

11.3.2 The Covered Parties shall be entitled to obtain advances from the GUC Trust to cover their reasonable expenses of defending themselves in any action threatened or brought against them as a result of the acts or omissions, actual or alleged, of any such party in its capacity as such; provided, however, that the Covered Parties receiving such advances shall undertake to, and shall, repay the amounts so advanced to the GUC Trust immediately upon the entry of a Final Order finding that such parties were not entitled to any indemnity under the provisions of this Section. The GUC Trustee, in consultation with the GUC Trust Oversight Board, may determine to establish a reserve in respect of such advances.

11.3.3 Any claim of the Covered Parties to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Trust Assets, bonds (if any) or any applicable insurance that the GUC Trust has purchased, as provided in Section 7.3.2(q) hereof. The rights of the Covered Parties under this Section shall survive the resignation or removal of any GUC Trustee or the Delaware Trustee, and the termination of this Trust Agreement. For the avoidance of doubt, the rights of the Covered Parties under this Section 11.3 are in addition to, and shall in no way limit, the rights of any Person otherwise entitled to indemnification pursuant to Section 2.4.2 hereof.

ARTICLE XII DURATION OF TRUST

12.1 Duration and Termination.

12.1.1 This Trust Agreement shall remain and continue in full force and effect until the GUC Trust is terminated in accordance with the provisions of this Trust Agreement. In the event of the termination of the Trust, the enforceability, efficacy, scope, and terms of the GUC Releases and the Covenant Not to Collect with respect to the Released Parties pursuant to the Plan shall be unaffected.

12.1.2 The GUC Trust shall dissolve upon the date that is the earliest to occur of: (i) the distribution of all Trust Assets pursuant to the GUC Trust Documents, the Plan and the Confirmation Order, (ii) the determination of the GUC Trust Oversight Board that the administration of the Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all the distributions required to be made under this Trust Agreement have been completed; provided, however, that in no event shall the GUC Trust dissolve later than five (5) years from the Effective Date, unless the GUC Trust Oversight Board, prior to the fifth (5th) anniversary of the Effective Date (or within six (6) months prior to the end of an extension period), determines that a fixed-period extension is necessary to facilitate or complete the recovery and liquidation of the Trust Assets (without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the trust as a liquidating trust for United States federal income tax purposes), and the GUC Trust shall obtain an order from the Bankruptcy Court providing for such an extension. Upon dissolution, the GUC Trustee shall wind up and liquidate the GUC Trust in accordance with section 3808 of the Trust Act and, at the direction of the GUC Trust Oversight Board, the Delaware Trustee shall file a Certificate of Cancellation in accordance with section 3810(d) of the Trust Act and thereupon this Trust Agreement shall terminate.

12.1.3 If at any time the GUC Trust Oversight Board determines, in reliance upon the GUC Trust's professionals, that the expense of administering the GUC Trust, including the making of a final distribution to the Unitholders, is likely to exceed the value of the assets remaining in the GUC Trust, the GUC Trustee at the direction of the GUC Trust Oversight Board may, without the need to obtain approval from the Bankruptcy Court, (i) reserve any amounts necessary to dissolve the GUC Trust, (ii) donate any balance to an organization selected by the GUC Trust Oversight Board which is described in section 501(c)(3) of the Tax Code and exempt from United States federal income tax under section 501(a) of the Tax Code, as provided in Section 12.4 hereof, and (iii) dissolve the GUC Trust.

12.2 Post-Termination. After the dissolution of the GUC Trust and solely for the purpose of liquidating and winding up the affairs of the GUC Trust, the GUC Trustee and the GUC Trust Oversight Board shall continue to act as such until their duties have been fully performed. Upon distribution of all the Trust Assets, the GUC Trustee shall designate a Trust Agent to retain all books and records pertaining to the GUC Trust that have been delivered to or created by the GUC Trust, subject to the provisions of Section 12.3 hereof.

12.3 Destruction of Books and Records. If so determined by the GUC Trustee with the consent of the GUC Trust Oversight Board, or absent such determination, in the discretion of the Trust Agent appointed pursuant to Section[12.1] hereof, all books and records pertaining to the GUC Trust that have been delivered to or created by the GUC Trust may be destroyed at any time following (x) the date that is six (6) years after the final distribution of Trust Assets (unless such records and documents are necessary to fulfill the GUC Trust's remaining obligations) subject to the terms of any joint prosecution and common interests agreement(s) to which the GUC Trust may be a party, or (y) such earlier date determined by the GUC Trustee with the consent of the GUC Trust Oversight Board with respect to specific books and records of the GUC Trust upon a determination that such books and records were no longer used or useful for the continued conduct of the business and affairs of the GUC Trust, that such books and records were not relevant to any Claims that previously had been or might reasonably in the future be brought against the GUC Trust and that the cost of continuing to maintain such books and records was materially depleting the Trust Assets.

12.4 Discharge. Except as otherwise specifically provided herein, upon the final distribution of Trust Assets and the filing by the Delaware Trustee of a Certificate of Cancellation with the Secretary of State of the State of Delaware, the Delaware Trustee, and the GUC Trustee and the Oversight Board Members shall be deemed discharged and have no further duties or obligations hereunder, the Units shall be cancelled and the GUC Trust will be deemed to have been dissolved. In the event that there are Trust Assets remaining at the termination of the GUC Trust, the GUC Trust Oversight Board shall cause to be donated such Trust Assets to a charitable organization of the GUC Trust Oversight Board's choice described in section 501(c)(3) of the Tax Code and exempt from United States federal income tax under section 501(a) of the Tax Code, as provided in Section 12.1.3 hereof.

12.5 No Termination by GUC Trust Beneficiaries. The GUC Trust may not be terminated at any time by the GUC Trust Beneficiaries.

ARTICLE XIII TAX MATTERS⁷

13.1 Tax Treatment.

13.1.1 For all United States federal income tax purposes, all parties (including, without limitation, the Post-Emergence Entities, the GUC Trustee, the GUC Trust Oversight Board, the GUC Trust Beneficiaries, and the Unitholders) shall treat the transfer of the Trust Assets to the GUC Trust as:

- (a) a transfer of the Trust Assets (subject to any obligations relating to those assets) directly to Unitholders, other than Trust Assets that will be distributed pursuant to ARTICLE VI (with respect to which the GUC Trust shall be deemed to be acting in the capacity of a Disbursement Agent) or that are allocable to Disputed GUC Trust Eligible General Unsecured Claims (which shall be treated as a transfer of such assets to the Class B

⁷ Note to Draft: Article under review by KL tax.

Disputed Claims Reserve based on the number of Class B Units held therein), followed by

- (b) the transfer by such Unitholders to the GUC Trust of such Trust Assets in exchange for the Units (or, with respect to the Distribution Sub-Trusts, as the transfer by the beneficiaries of the Distribution Sub-Trusts to the Distribution Sub-Trusts of such Trusts Assets in exchange for beneficial interests therein, followed by the transfer of such Trust Assets by the Distribution Sub-Trusts to the GUC Trust in exchange for beneficial interests therein).

13.1.2 Accordingly, those holders of Allowed GUC Trust Eligible General Unsecured Claims receiving Units shall be treated for United States federal income tax purposes as the grantors and owners of their respective shares of the Trust Assets (other than Trust Assets that will be distributed pursuant to ARTICLE VI or that are allocable to Disputed GUC Trust Eligible General Unsecured Claims). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

13.1.3 For all United States federal income tax purposes, all parties (including, without limitation, the Post-Emergence Entities, the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the GUC Trust Beneficiaries, and the Unitholders) shall treat each Distribution Sub-Trust as a qualified settlement fund within the meaning of Treasury Regulation 1.468B-1, and shall take no action inconsistent with such treatment unless required by applicable laws.

13.1.4 For all United States federal income tax purposes, all parties (including, without limitation, the Post-Emergence Entities, the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the GUC Trust Beneficiaries, and the Unitholders) shall treat the Class B Disputed Claims Reserve as a disputed ownership fund within the meaning of Treasury Regulation section 1.468B-9, and shall take no action inconsistent with such treatment unless required by applicable laws.

13.2 Canadian Tax Matters

13.2.1 The GUC Trust, the GUC Trustee, and the Delaware Trustee are not, and will at no time be, resident in Canada for purposes of the Income Tax Act (Canada).

13.2.2 The management, administration, and operation of the GUC Trust by the GUC Trustee, the Delaware Resident Trustee, or any other Person responsible for the management, administration, and operation of the GUC Trust, and the exercise of any power or authority by or on behalf of the GUC Trust (by any trustee or otherwise), will occur outside of Canada.

13.2.3 The GUC Trust shall not be settled by a resident of Canada for purposes of the Income Tax Act (Canada), and no contributions will be made, directly or

indirectly, by any resident of Canada for purposes of the Income Tax Act (Canada) to the GUC Trust.]

13.3 Tax Reporting.⁸

13.3.1 The GUC Trust shall file Tax Returns treating the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with the GUC Trust Documents, the Plan and the Confirmation Order. The GUC Trust also shall annually send (or otherwise make available) to each holder of a beneficial interest in the GUC Trust a separate statement setting forth the holder's share of items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The GUC Trust also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the GUC Trust that are required by any Governmental Unit or Tax Authority.

13.3.2 Allocation of GUC Trust items of income, gain, loss, deduction, or credit among the Unitholders shall be made Pro Rata (including Units held in the Class B Disputed Claims Reserve).

13.3.3 The Persons responsible for allowing the Sub-Trust Eligible General Unsecured Claims (and otherwise responsible for overseeing the Distribution Sub-Trusts) shall (A) treat each Distribution Sub-Trust and the Trust Assets allocable thereto, as a qualified settlement funds governed by Treasury Regulation section 1.468B-1 by timely making an election, (B) file such Tax Returns and pay such Taxes as may be required consistent with such treatment, and (C) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes.

13.3.4 The GUC Trust may request an expedited determination of Taxes of the GUC Trust, including the Class B Disputed Claims Reserve, under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

13.4 Tax Payment. The GUC Trust shall be responsible for the payment, out of the Trust Expenses Reserve, of any Taxes imposed on the GUC Trust or the Trust Assets, including the Class B Disputed Claims Reserve, but excluding the Distribution Sub-Trusts, and each Distribution Sub-Trust shall be responsible for the payment of any Taxes imposed on such Distribution Sub-Trust or the assets held thereby. In the event, and to the extent, that any Cash retained on account of Disputed GUC Trust Eligible General Unsecured Claims in the Class B Disputed Claims Reserve is insufficient to pay any portion of such Taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, such respective classes of Disputed GUC Trust Eligible General Unsecured Claims, such Taxes shall be (x) reimbursed from any subsequent Cash amounts retained on account of the respective class of Disputed GUC Trust Eligible General Unsecured Claims or (y) to the extent such Disputed GUC Trust Eligible General

⁸ Note to Draft: Subject to KL tax review.

Unsecured Claims subsequently have been resolved, deducted from any amounts distributable by the GUC Trust as a result of the resolutions of such Disputed GUC Trust Eligible General Unsecured Claims. For the avoidance of doubt, the Persons responsible for administering the Distribution Sub-Trusts (and not the GUC Trust) shall be responsible for the payment, out of any reserves established by the Distribution Sub-Trusts therefor, of any Taxes imposed on the Distribution Sub-Trusts.

ARTICLE XIV MISCELLANEOUS

14.1 Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (excluding conflict of laws rules), including all matters of validity, construction, and administration; provided, however, that the following shall not be applicable to the GUC Trust, the Delaware Trustee, the GUC Trustee, the GUC Trust Oversight Board, or this Trust Agreement, (a) the provisions of section 3540 of Title 12 of the Delaware Code and (b) any provisions of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate, in a manner inconsistent with the terms hereof, (i) the filing with any court or governmental body or agency of trustee accounts or schedule of trustee fees and charges, affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust, the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property, (ii) fees or other sums payable to trustees, officers, agents, or employees of a trust, (iii) the allocation of receipts and expenditures to income and principal, (iv) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding or investing trust assets, or (v) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees.

14.2 Jurisdiction. During the pendency of the Chapter 11 Cases the Bankruptcy Court shall have jurisdiction regarding the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, and the Trust Assets, including the determination of all disputes arising out of or related to administration of the GUC Trust, and shall have continuing jurisdiction and venue to hear and finally determine all disputes and related matters arising out of or related to this Trust Agreement or the administration of the GUC Trust; provided, however, that (i) notwithstanding anything to the contrary in this Section or elsewhere in this Trust Agreement, the GUC Trust shall have the power and authority to bring (or cause to have brought) any action in any court of competent jurisdiction to prosecute any Cause of Action belonging to the GUC Trust; and (ii) to the extent that this Trust Agreement contains express provisions for resolution of disputes, including through the GUC Trust Claims Resolution Procedures, those provisions shall govern with respect to the indicated subject matter thereof, without the intervention of or appeal to the Bankruptcy Court, except as may otherwise be set forth in such provisions. For the avoidance of doubt, any dispute between the GUC Trust and any of the Released Parties shall not be subject to the GUC Trust Claims Resolution Procedures and such dispute shall be adjudicated by the Bankruptcy Court. The Parties hereto expressly consent to the Bankruptcy Court hearing and exercising such judicial power as is necessary to finally determine all such disputes and matters. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to this Trust Agreement, then the provisions of this Trust Agreement shall have no effect on and shall not control, limit, or prohibit the exercise

of jurisdiction by any other court of competent jurisdiction with respect to such matter, and all applicable references in this Trust Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction. For the avoidance of doubt, nothing herein is intended to confer upon the Bankruptcy Court jurisdiction inconsistent with applicable law, including with respect to the Transferred Litigations or other Causes of Action constituting Trust Assets.

14.3 Confidentiality. The GUC Trustee, the Oversight Board Members, the Trust Management, and the Trust Agents, and their respective Representatives (the “**Confidentiality Parties**”), shall hold strictly confidential and not use for personal gain any material, non-public information of which they have become aware in their capacity as a Confidentiality Party of or pertaining to GUC Trust, the GUC Trust Beneficiaries, the Unitholders or the Trust Assets; provided, however, that such information may be disclosed if—

- (a) it is now or in the future becomes generally available to the public other than as a result of a disclosure by any of the Confidentiality Parties;
- (b) such disclosure is required of any of the Confidentiality Parties pursuant to legal process, including subpoena or other court order or other applicable laws or regulations (in which case the applicable Confidentiality Parties shall seek to file or provide such information under seal or otherwise subject to appropriate protections against further disclosure); or
- (c) the GUC Trustee or the GUC Trust Oversight Board, as the case may be, determines that such disclosure is reasonably necessary to carry out the purposes of the GUC Trust.

14.4 Entire Trust Agreement. This Trust Agreement, including the Exhibits and Schedules attached hereto, the other GUC Trust Documents, and the Plan and Confirmation Order, contain the entire agreement among the Parties and supersede all prior and contemporaneous agreements or understandings among the Parties with respect to the subject matter hereof. For the avoidance of doubt, to the extent holders of Allowed GUC Trust Eligible General Unsecured Claims that would otherwise be entitled to receive Units have established or in the future establish trusts or other entities or vehicles to facilitate a recovery on such Claims with respect to their Units or for other purposes, the agreements governing such trusts or other entities or vehicles, and the Sub-Trust Agreement, shall not limit or impose requirements in any way on the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, or any other employee, agent, or representative of the GUC Trust, and to the extent there is any conflict between the provisions of such agreements and this Trust Agreement, this Trust Agreement shall have controlling effect.

14.5 Named Party. In pursuing any Cause of Action, including the Transferred Litigation, or in disposing of any Trust Assets, or otherwise administering the GUC Trust or any Trust Assets, including, without limitation, the execution of documents, such as bills of sale, releases, and agreements, the GUC Trustee may authorize the pursuit of such matters and/or execution of any such documents in the name of “Endo GUC Trust” or in such other names or such representative capacities as necessary or appropriate.

14.6 Notices. Any notice or other communication required or permitted to be made under this Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by facsimile, sent by nationally recognized overnight delivery service, or mailed by first-class mail, return receipt requested, postage prepaid, or transmitted by hand delivery (if receipt is confirmed) addressed as follows:

If to the Delaware Trustee:

<mailto:>

with a copy to

If to the GUC Trust:

<mailto:>

with a copy to

If to Purchaser Parent or the Purchaser Entities:

with a copy to

<mailto:>

If to the Remaining Debtors:

with a copy to

<mailto:>

14.7 Successors and Assigns. This Trust Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

14.8 Cumulative Rights and Remedies. The rights and remedies provided in this Trust Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

14.9 No Execution. All Trust Assets shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a GUC Trust Beneficiary, and no GUC

Trust Beneficiary or any other Entity can execute upon, garnish, or attach the GUC Trust or any of the Trust Assets in any manner or compel payment from the GUC Trust except by Final Order. All distributions of Trust Assets to GUC Trust Beneficiaries shall be pursuant to the GUC Trust Documents, the Plan and the Confirmation Order.

14.10 Amendment. This Trust Agreement (including all Exhibits and Schedules hereto) may be amended with the Supermajority Consent of the GUC Trust Oversight Board; provided, however, that Bankruptcy Court approval shall be required for any changes or amendments to this Trust Agreement that are inconsistent with the terms of the Plan or Confirmation Order, and no changes or amendments to this Trust Agreement shall impair, modify, or otherwise affect the efficacy, enforceability, scope and/or terms of the GUC Releases or the Covenant Not To Collect pursuant to the Plan and the Confirmation Order. Notwithstanding the other provisions of this Section, no amendments to this Trust Agreement shall be inconsistent with the purpose and intention of the GUC Trust to liquidate in an orderly manner the Trust Assets (which will maximize the value of such assets) in accordance with Treasury Regulations section 301.7701-4(d). In the event that the GUC Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), this Trust Agreement may be amended with the Majority Consent of the GUC Trust Oversight Board, to the extent necessary to take such action as the GUC Trust Oversight Board deems appropriate to have the GUC Trust reclassified for United States federal income tax purposes in a manner that minimizes, to the extent practicable, any adverse United States federal income tax implications resulting from such failure or cessation to qualify as a liquidating trust in accordance with Treasury Regulations section 301.7701-4(d); provided, however, that nothing herein shall be construed as permitting the GUC Trust to be classified as a publicly traded partnership under section 7704 of the Tax Code). Any amendment that has a direct adverse effect on any Indenture Trustee Charging Lien or payment of any Indenture Trustee Expenses shall require the consent of the applicable Indenture Trustee. Any amendment to this Trust Agreement shall be posted on the Trust Website as promptly as practicable after the adoption thereof.

14.11 Third-Party Beneficiaries.⁹ Notwithstanding anything to the contrary herein, the Excluded D&O Parties shall be deemed to be third-party beneficiaries of this Trust Agreement with respect to any provision relating to the Covenant Not To Collect.

14.12 Waiver. No failure by any party hereto to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

14.13 Severability. If any term, provision, covenant, or restriction contained in this Trust Agreement is held by Final Order to be invalid, void, unenforceable, or against its regulatory policy, the remainder of the terms, provisions, covenants, and restrictions contained in this Trust Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

⁹ The Debtors believe that the Released Parties should be third-party beneficiaries with respect to the GUC Releases.

14.14 Further Assurances. Without limitation of the generality of Section 2.4 hereof, the Parties hereto agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes and provide for the full implementation of this Trust Agreement and the pertinent provisions of the GUC Trust Documents, and to consummate the transactions contemplated hereby.

14.15 Counterparts and Facsimile Signatures. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed and shall be of the same force and effect as an original, but such counterparts shall together constitute one and the same instrument. A facsimile or portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Trust Agreement as of the day and year written above.

[signature pages]

**WORKING DRAFT
SUBJECT TO REVIEW AND MATERIAL CHANGE
IN ALL RESPECTS BY ALL INTERESTED PARTIES**

Trust Assets Allocation Schedule

Trust Asset	Unit Class A	Unit Class B	Mesh Claims Trust	Ranitidine Claims Trust	Reverse Payment Claims Trust
Trust Transferred Cash ¹	[]%	[]%	[]%	[]%	
[Litigation Claims]	[]%	[]%	[]%	[]%	
[Opioid Insurance Policies]	[]%	[]%	[]%	[]%	
[Mesh Insurance Policies]	[]%	[]%	[]%	[]%	
[Ranitidine Insurance Policies]	[]%	[]%	[]%	[]%	
[D&O Insurance Policies]	[]%	[]%	[]%	[]%	
[Remaining Insurance Policies]	[]%	[]%	[]%	[]%	
[Purchaser Entities Interest]					

¹ Cash remaining after Trust Expenses Reserve, distributions to GPF Claims Trust, and the RP Claims Trust.

Exhibit [●]

Form of General Unsecured Claims Trust Claims Resolution Procedures

ENDO GUC TRUST

PROCEDURES FOR RESOLVING DISPUTED GENERAL UNSECURED CLAIMS¹

These procedures (the “**Claim Resolution Procedures**”) are designed to promote the efficient resolution by the Endo GUC Trust (the “**GUC Trust**”) established pursuant to that certain Endo GUC Trust Agreement (the “**Trust Agreement**”) of Other General Unsecured Claims, through settlement, mediation, or estimation, and have been approved by the Bankruptcy Court as part of the Trust Agreement pursuant to the [Confirmation Order] (the “**Confirmation Order**”) confirming the [Plan] (the “**Plan**”).

I. Introduction and Overview.

The GUC Trust, which was established on or before the Effective Date pursuant to the Plan, the Confirmation Order, and the other GUC Trust Documents, received the Transferred Assets from the Debtors and/or the applicable Post-Emergence Entities for the benefit of the GUC Trust Beneficiaries. Pursuant to the Plan, the Confirmation Order, and the other GUC Trust Documents, and as set forth in the Trust Agreement, the GUC Trust shall have the responsibility and authority for administering, disputing, compromising, and settling or otherwise resolving and finalizing payments or other distributions with respect to the Claims of Eligible General Unsecured Claimants that are beneficiaries of the GUC Trust. Accordingly, the GUC Trust is also charged with liquidating and resolving certain claims, specifically, the Other General Unsecured Claims asserted against the Debtors (collectively, the “**Disputed General Unsecured Claims**” and the holders of such claims, the “**Disputed General Unsecured Claimants**”).

The Disputed General Unsecured Claims may be, as applicable, unliquidated, disputed, and/or contingent Claims asserted against one or more Debtors, evidenced by a timely filed proof of claim, and subject to resolution through these Claim Resolution Procedures pursuant to the Plan, the Confirmation Order, and the other GUC Trust Documents. Litigating each independent Disputed General Unsecured Claim in a multitude of separate individual actions could result in a significant consumption of limited resources of all of the courts, the GUC Trust, the Disputed General Unsecured Claimants, and third parties. The cost and delay associated with ordinary litigation procedures would not be in the best interests of the holders of Other General Unsecured Claims, and would significantly deplete value that would otherwise go to the recoveries of all holders of Other General Unsecured Claims, including those Claims that are presently Disputed General Unsecured Claims but become Allowed Claims at a future Date. The Claim Resolution Procedures are designed to facilitate and incentivize settlement and avoid such a result.

Accordingly, in the absence of a settlement of a Disputed General Unsecured Claim that was reached prior to the Effective Date, these procedures are intended to facilitate a consensual resolution of a Disputed General Unsecured Claim, or if such a resolution cannot be achieved, to

¹ Capitalized terms used herein without definition shall have the meanings ascribed to them in the Trust Agreement.

submit such Disputed General Unsecured Claim to mandatory mediation, upon the provision of notice from the GUC Trust with respect to a Disputed General Unsecured Claim as set forth in Section II.1 hereof. For the avoidance of doubt, the GUC Trust and a Disputed General Unsecured Claimant are permitted by these Claims Resolution Procedures to resolve the relevant Disputed General Unsecured Claim at any time, including without submitting such Claim to mediation as set forth in Section III.1 below.

These Claims Resolution Procedures provide Disputed General Unsecured Claimants the opportunity to maximize the amount and speed of any potential recovery from the GUC Trust, by establishing a standard methodology for informal and formal negotiations fostering settlement and liquidation of Disputed General Unsecured Claims.

Other than as set forth in the GUC Trust Documents, the Plan and the Confirmation Order, the GUC Trust shall maintain complete discretion with respect to the settlement of any Disputed General Unsecured Claim, including, with respect to any such Disputed General Unsecured Claim, the determination to implement these Claims Resolution Procedures. Nothing herein shall abridge any provision of the Plan, the Confirmation Order, or any of the other GUC Trust Documents. Notwithstanding anything to the contrary herein, nothing shall prevent the GUC Trust from filing an objection to a Disputed General Unsecured Claim at any time.

II. General Provisions.

1. Notice. The GUC Trust shall initiate these Claims Resolution Procedures by providing to each Disputed General Unsecured Claimant designated by the GUC Trust for resolution pursuant to these Claims Resolution Procedures, a notice including a copy of these Claims Resolution Procedures together with such correspondence as the GUC Trust shall deem necessary to inform the Disputed General Unsecured Claimant of the nature of the dispute regarding the claim in question (collectively, the “**Claims Resolution Initiation Package**”) and to their counsel of record as indicated in the relevant proof of claim form or on the docket of the Bankruptcy Court. For Disputed General Unsecured Claims that were transferred pursuant to Bankruptcy Rule 3001(e) prior to the Effective Date, the GUC Trust shall serve a copy of the Claims Resolution Initiation Package on the transferee identified in the notice of transfer of claim filed with the Bankruptcy Court and/or their counsel of record as indicated in the relevant proof of claim form or on the docket of the Bankruptcy Court. For purposes of serving notices under these Claims Resolution Procedures, including notice of the Claims Resolution Initiation Package, notice shall be to the last known address of the applicable Disputed General Unsecured Claimant (and their counsel, if applicable) as determined pursuant to this paragraph, and the GUC Trust shall be under no obligation to determine the current address of such Disputed General Unsecured Claimant. Notice of the Claims Resolution Initiation Package may be provided via email.

2. Supporting Documentation. Upon the request of the GUC Trust, each Disputed General Unsecured Claimant shall provide to the GUC Trust such information as the GUC Trust may reasonably deem necessary to evaluate the Disputed General Unsecured Claim or related claims or causes of action) within thirty [30] days of the GUC Trust making such request, or at such a later date as the parties may agree.

3. Valid and Timely Proof of Claim. Participation in these Claims Resolution Procedures shall in no way alter any requirement that the applicable Disputed General Unsecured Claimant must have timely (i) filed a proof of claim in these Chapter 11 Cases against any of the Debtors and have (ii) submitted a Trust Submission Form in compliance with the GUC Trust Documents. Failure to timely file a proof of claim or submit a Trust Submission Form in compliance with the GUC Trust Documents shall result in the irrevocable forfeiture of any right of such Disputed General Unsecured Claimant's right to receive a distribution from the GUC Trust. Participation in the Claims Resolution Procedures shall in no way impact the GUC Trust's ability to litigate any matter that is not resolved pursuant to the Claims Resolution Procedures.

4. Additional Procedures.

(a) Nothing herein shall prevent the GUC Trust from filing a motion with the Bankruptcy Court at any time seeking supplementary or other procedures with respect to claims reconciliation and resolution, including but not limited to seeking (i) procedures for submitting objections to Disputed General Unsecured Claims, including omnibus objections, or (ii) estimation procedures with respect to any Disputed General Unsecured Claim.²

(b) If, following the initiation of the Claims Resolution Procedures by the GUC Trust, a Disputed General Unsecured Claimant, in violation of the GUC Trust Documents, declines to participate in these Claims Resolution Procedures, and/or instead seeks to resolve its Claim in an alternate forum, such Disputed General Unsecured Claimant shall be liable for the reimbursement of the fees and expenses incurred by the GUC Trust (including, without limitation, legal fees and expenses) in contesting the availability of relief in such alternate forum. The GUC Trust shall have the right to offset the fees and expenses incurred in resolving such Disputed General Unsecured Claim against distributions to the holder of such Disputed General Unsecured Claim, if Allowed. Notwithstanding anything to the contrary in the GUC Trust Documents, the Plan or the Confirmation Order, nothing shall prevent the GUC Trust and a Disputed General Unsecured Claimant from resolving a Disputed General Unsecured Claim in an alternative forum by mutual, written agreement of the GUC Trust and such Disputed General Unsecured Claimant.

(c) The GUC Trust shall not be required to file an objection or any other motion with the Bankruptcy Court with respect to a Disputed General Unsecured Claim as a condition to the implementation of these Claims Resolution Procedures.

(d) These Claims Resolution Procedures will result in each Disputed General Unsecured Claim being treated as (i) an Allowed Eligible General Unsecured Claim, (ii) a Disallowed Claim, (iii) a continuing Disputed General Unsecured Claim, or (iv) some combination thereof.

(e) In the event a Disputed General Unsecured Claimant fails to respond to the GUC Trust within 30 days of the date on which such response is required by these Claims Resolution Procedures, the applicable Disputed General Unsecured Claim may be deemed Disallowed by the GUC Trust. The GUC Releases granted or deemed to have been granted, and the Covenant Not To Collect agreed to, by any holder of a Disallowed General Unsecured Claim

² Note to Draft: To be updated if claims reconciliation process begins prior to effective date.

shall not be impacted by the Disallowance of such General Unsecured Claim and shall remain in full force and effect.

5. Confidentiality. Any statements made by the Mediator (as defined below), any Disputed General Unsecured Claimant, the GUC Trust, or any other Person that participates in a Mediation or other process contemplated by these Claims Resolution Procedures, and each of the foregoing's respective representatives, shall be subject to the maximum extent available to Rule 408 of the Federal Rules of Evidence and the privilege afforded statements made in mediation under applicable state law, and shall not be divulged to the Bankruptcy Court (any other court), or to any third party without the consent of all parties to the applicable settlement discussions or mediation session(s). Any reports, records, or other documents received or made by the Mediator shall be confidential. The Mediator shall not be compelled to divulge such records or testify in regard to the Mediation in connection with any other proceeding. To the extent reasonably required, each party to a Mediation shall execute a form of confidentiality agreement mutually acceptable to each such party, each in their reasonable discretion; provided, however, the failure to enter into such a confidentiality agreement shall not in any way obviate the foregoing confidentiality obligations.

7. Limited Role of Other Parties.

(a) To the extent the Post-Emergence Entities are involved in any Mediation or other process contemplated by these Claims Resolution Procedures, any fees and expenses incurred by such Persons shall not be the responsibility of the GUC Trust, except as otherwise explicitly provided for in the GUC Trust Documents.

(b) Other than as agreed to by the GUC Trust and any such Post-Emergence Entities on a case-by-case basis, the Post-Emergence Entities shall not be obligated to participate in any negotiation, mediation, or other process contemplated by these Claims Resolution Procedures.

III. Resolution of Disputed General Unsecured Claims.

1. Informal Settlement.

(a) Nothing herein shall preclude the GUC Trust from attempting to resolve a Disputed General Unsecured Claim outside of a mediation session by mutual consent of the GUC Trust and the applicable Disputed General Unsecured Claimant (such a process, an “**Informal Resolution**”), including, without limitation, by offering to Allow the Disputed General Unsecured Claim consistent with the terms of the GUC Trust Document. In the event the GUC Trust seeks to settle a Disputed General Unsecured Claim via an Informal Resolution, the parties to such Informal Resolution shall cooperate in good faith to schedule settlement conferences or telephonic settlement conferences with each other at mutually convenient times.

(b) In connection with any Informal Resolution, consistent with the GUC Trust Documents, the GUC Trust shall have significant leeway to structure settlement agreements to include such provisions as the GUC Trust, in its reasonable discretion may deem appropriate. To the extent any settlement requires proportional division of settlement amounts among multiple

Disputed General Unsecured Claimants or specific damages within a single Disputed General Unsecured Claim, nothing herein shall prevent the parties from structuring settlements accordingly.

2. Mediation Procedures.

(a) To the extent a Disputed General Unsecured Claim is not resolved through an Informal Resolution, the GUC Trust may, at its discretion, proceed to a mediation (a “**Mediation**”) with respect to such a Disputed General Unsecured Claim. If a Disputed General Unsecured Claimant refuses to participate in a Mediation, the GUC Trust may seek to compel mediation by an order of the Bankruptcy Court, with fees and costs incurred in connection with such proceedings to be borne by the Disputed General Unsecured Claimant. The GUC Trust shall have the right to offset the fees and expenses incurred in mediating such Disputed General Unsecured Claim against distributions to the holder of such Disputed General Unsecured Claim, if Allowed. The outcome of a Mediation shall be binding on all parties.

(b) A Mediation shall be conducted with the assistance of one or more alternative dispute resolution organizations (collectively, the “**ADR Organizations**”) and individuals employed thereby (each, a “**Mediator**,” and with the ADR Organizations, the “**ADR Providers**”) as set forth on **Exhibit A** hereto. The GUC Trust may supplement the list of ADR Providers in their discretion.

(c) For Disputed General Unsecured Claims that proceed to a Mediation, the GUC Trust and the Disputed General Unsecured Claimant shall agree upon a Mediator from among the ADR Providers to mediate the applicable Disputed General Unsecured Claim, provided that the GUC Trust shall give the Disputed General Unsecured Claimant the opportunity to propose up to three alternative proposed Mediators, from which the parties can agree to select. Nothing herein shall prevent the GUC Trust and a Disputed General Unsecured Claimant from mutually agreeing in writing to the use of an alternative Mediator. If the parties fail to agree to a Mediator, the GUC Trust may seek approval of a Mediator from the Bankruptcy Court, with notice and an opportunity for the Disputed General Unsecured Claimant to be heard, the fees and cost of which shall be borne by the Disputed General Unsecured Claimant.

(d) A Mediator shall charge no more than its standard hourly rate for services of this kind. The GUC Trust is authorized to make payments to each ADR Provider upon receipt therefrom of reasonably detailed invoices indicating the nature of the services rendered and calculated in accordance with such professional’s standard billing practices (without prejudice to the GUC Trust’s right to dispute any such invoice). Notwithstanding the foregoing, in each instance, the Mediator’s fees and expenses incurred in connection with each mediation session shall be shared equally between the (i) the GUC Trust, and (ii) the applicable Disputed General Unsecured Claimant, unless otherwise agreed to by the parties. The Mediator shall have the authority to allocate fees between the GUC Trust and the Disputed General Unsecured Claimant in its discretion. In the event a Disputed General Unsecured Claimant fails to pay its share of such fees and expenses, the GUC Trust may, in addition to all other remedies available to the GUC Trust (including the filing of an action with the Bankruptcy Court), withhold any distribution from the GUC Trust to such Disputed General Unsecured Claimants. If the (i) GUC Trust or (ii) Disputed General Unsecured Claimant fails to appear for a scheduled mediation

session without giving [[seven] (7)] days written notice, or if scheduled on less notice, written notice within twenty-four [(24) hours] (including by e-mail) of the mediation session, the party failing to appear shall be responsible for 100% of the costs for that mediation session, including applicable attorneys' fees, if any.

(e) The Mediator shall have the responsibility and authority to establish reasonable and practical mediation procedures and, in consultation with the parties, shall have the authority to set the date, time, and location of mediation sessions for resolving the particular Disputed General Unsecured Claim subject to a Mediation.

(f) As soon as practicable after the selection of the Mediator for a particular Disputed General Unsecured Claim, the Mediator shall serve a notice on the applicable Disputed General Unsecured Claimant and the GUC Trust advising that such Disputed General Unsecured Claim is subject to mediation and the procedures applicable to the mediation sessions, including timing for submission of documents or statements by the parties. After such service, the Mediator shall confer with the parties to schedule mediation sessions. Once mediation sessions are scheduled by the Mediator, the Mediator shall serve notice of the date, time, and location of the mediation sessions on the applicable Disputed General Unsecured Claimant and the GUC Trust, as applicable. Service by email shall be sufficient for all mediation purposes.

(g) Any party may be represented at a mediation session by legal counsel at such party's cost and expense, although legal counsel shall not be required for Mediation. The Mediator shall meet with the parties and/or their representatives, individually and jointly, for a conference or series of conferences, as determined by the Mediator. The Mediator may, but shall not be obligated to, report any willful failure to attend or participate in good faith in the mediation session to the Bankruptcy Court, which may result in the imposition of sanctions by the Bankruptcy Court. The Mediator shall have no obligation to make written comments or recommendations regarding settlement, which comments and recommendations may be given orally to the Parties.

(h) Either the GUC Trust or the holders of Disputed General Unsecured Claims may request that, in the interests of efficiency and fairness, the mediation regarding more than one Disputed General Unsecured Claim be combined into a single Mediation proceeding. In the discretion of the Mediator, such request may be accepted or denied, depending on whether there are questions of fact or law common to all such Disputed General Unsecured Claims, the extent to which such common questions predominate and such other factors in the interests of efficiency and fairness as the Mediator considers relevant.

3. Estimation.

(a) If a Mediation does not resolve a Disputed General Unsecured Claim, the GUC Trust may request that the Bankruptcy Court estimate the Disputed General Unsecured Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Disputed General Unsecured Claim, or whether the Bankruptcy Court has ruled on any such objection.

(b) As provided in the GUC Trust Documents, each holder of a Disputed General Unsecured Claim releases all rights to seek estimation of or otherwise litigate their claims in any forum outside of these Claims Resolution Procedures.

(c) In the event that the Bankruptcy Court estimates any Disputed General Unsecured Claim, the amount so estimated shall constitute either the Allowed amount of such Disputed General Unsecured Claim or a maximum limitation on the Allowed amount of such Disputed General Unsecured Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Disputed General Unsecured Claim, the GUC Trust may pursue supplementary proceedings to seek (i) the allowance of such Disputed General Unsecured Claim at such maximum limitation or a lesser amount, or (ii) the disallowance of such Disputed General Unsecured Claim.

4. Resolution by the Bankruptcy Court.

(a) To the extent that a Mediation does not resolve a Disputed General Unsecured Claim, both the GUC Trust and the holder of such Claim may submit the matter to the Bankruptcy Court within thirty (30) days from the conclusion of the Mediation.

Exhibit A

ADR Providers

[JAMS and neutrals affiliated with JAMS are anticipated to be the ADR Providers.]

Exhibit 1-B

GUC Trust Cooperation Agreement

TCC AND FCR DRAFT 6/8/2020
*PRIVILEGED & CONFIDENTIAL – COMMON INTEREST PRIVILEGE
SUBJECT TO MATERIAL REVISION*
**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

**ENDO INTERNATIONAL plc, et al.,

Debtors.**

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

GUC CREDITOR TRUST-PURCHASER COOPERATION AGREEMENT

In connection with the *[[Third] Amended Joint Chapter 11 Plan of Endo International plc and its Affiliated Debtors]* [Docket No. ___], including all exhibits and schedules thereto, and as the same may from time to time be amended or modified and as confirmed (the “**Plan**”) by order of the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) in the above-captioned cases (the “**Chapter 11 Cases**”), this agreement (the “**Agreement**”) is made, effective as of the Effective Date,¹ by and among (i) the trustee (the “**Trustee**”) of the Endo Voluntary GUC Creditor Trust (the “**Trust**”) on behalf of the Trust,² and (ii) Purchaser Parent, on behalf of itself and the other Purchaser Entities (collectively, the “**Purchaser**”) (each, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, on March 24, 2023, the Debtors, the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases (the “**UCC**”), the Official Committee of Opioid Claimants appointed in the Chapter 11 Cases (the “**OCC**” and, together with the UCC, the “**Committees**”), and the Ad Hoc First Lien Group (as defined in the Stipulation) entered into that certain *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters* [Docket No. 1505], which attached, among other things, that certain UCC Resolution Term Sheet as Exhibit 1 (such stipulation, inclusive of all attachments, the “**Stipulation**”);

WHEREAS, the terms of the Stipulation were incorporated into the Plan;

WHEREAS, the Stipulation provided for the establishment of the Trust, and the Trust was established pursuant to Section 6.1 of the Plan;

¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

² For the avoidance of doubt, any reference to an obligation of the Trust includes a reference to the Trustee, and any reference to an obligation of the Trustee includes a reference to the Trust.

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WHEREAS, the Trust is responsible for processing, evaluating, reconciling, resolving, and making payments on account of certain claims (“**Claims Processing**”), as described in more detail in the GUC Trust Agreement and the Stipulation;

WHEREAS, the Plan is transferring or causing to be transferred to the Trust the GUC Trust Litigation Claims and the GUC Trust Insurance Rights, (the “**Assigned Claims and Rights**”), each and all as described in more detail in the Plan, the GUC Trust Agreement, and the Stipulation, which the Trust is entitled to pursue and/or prosecute at the sole discretion of the Trust; and

WHEREAS, the Trust may have certain quarterly, annual and tax reporting obligations (“**Reporting Obligations**”), as described in more detail in the GUC Trust Agreement;

NOW THEREFORE, in light of the above-stated premises, the mutual covenants contained herein, and for good and valuable consideration, the Parties agree as follows:

ARTICLE I
TRANSFER OF TRUST RECORDS

Section 1.1. Purchaser shall, after a reasonable search (consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34), collect, preserve, and transfer (or cause to be transferred) to the Trust all Documents³ and information that are in its possession, custody, or control, which are, in whole or in part, relevant to (i) Claims Processing, as requested in Exhibit A (“**Claim Records**”); (ii) the pursuit and/or prosecution of any GUC Trust Litigation Claim or the pursuit of any GUC Trust Insurance Rights, as requested in Exhibit B (“**Litigation and Insurance Materials**”); or (iii) the Trust’s Reporting Obligations, as requested in Exhibit C (“**Reporting Records**” and, collectively with Claim Records and Litigation and Insurance Materials, “**Trust Records**”). Notwithstanding anything to the contrary herein, this Agreement does not require Purchaser to transfer to the Trust any Document (a) that was produced to and/or is in the possession of the UCC or the Trust as of the date of any such request, (b) that is not a Trust Record, or (c) the transfer of which is restricted or limited by the terms of the Stipulation, the Plan, or the Confirmation Order.

- a. Purchaser shall provide the Trust with Trust Records on a rolling basis and shall substantially complete such transfer (i) with respect to the categories of Documents and information identified on Exhibit A, within 90 days of the Effective Date, and (ii) with respect to the categories of Documents and information identified on Exhibits B and C, within 180 days of the Effective Date (collectively, the “**Initial Transfer Period**”); *provided* that, before the search, collection, or transfer of Documents by Purchaser pursuant to this Agreement, the UCC shall provide to Purchaser an overview of Documents already produced to the UCC or the Trust by

³ The term “**Document**” shall refer to documents, data, testing, information, compilations, physical evidence, correspondence, communications, written materials, records and writings of any type or description, however created, reproduced or retrieved, and in any form, including, without limitation, databases and computer/electronic files.

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the Debtors or their Non-Debtor Affiliates prior to the Effective Date and the Trust shall abstain from making any requests of Purchaser that have already been made of the Debtors or their Non-Debtor Affiliates, except to the extent that such request either (i) was unresponded to by the Debtors or their Non-Debtor Affiliates or (ii) is to confirm or supplement an identified response or identified production by the Debtors or their Non-Debtor Affiliates; *provided, further*, that the Parties shall work in good faith to adjust any deadlines in this Section 1.1.a in the event of a change in circumstance that was unforeseen by the Parties on the Effective Date.

- b. For a period of three years after the end of the Initial Transfer Period (the “**Supplemental Transfer Period**”), the Trust shall have the right to make additional requests for Documents or information that it believes constitute Trust Documents, and Purchaser shall, after a reasonable search (consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34), collect, preserve, and transfer (or cause to be transferred) to the Trust all such requested Documents and information that are in its possession, custody, or control within 90 days of such request; *provided* that, the Parties shall work in good faith to adjust any deadlines in this Section 1.1.b in the event of a change in circumstance that was unforeseen by the Parties on the Effective Date.
- c. Purchaser shall preserve, or cause to be preserved, all Trust Records until the expiration of the Supplemental Transfer Period or, if later, the time necessary for Purchaser to complete the transfer of any Trust Records requested before the expiration of the Supplemental Transfer Period. For the avoidance of doubt, this Section 1.1.c requires Purchaser to preserve any materials requested by the Trust prior to the expiration of the Supplemental Transfer Period that are withheld by the Purchaser pursuant to Section 1.2.d.ii or Section 1.4, as well as any materials withheld by the Purchaser based on any provision of this Agreement that relieves the Purchaser from taking actions that would require the Purchaser to incur certain attorneys’ fees, until such materials are transferred to the Trust or the Parties agree that they cannot be so transferred.
- d. After the expiration of the Supplemental Transfer Period, the Trust shall continue to have the right to request Trust Records from Purchaser; *provided* that Purchaser shall have no obligation under Section 1.1.c to further preserve any Trust Records after the expiration of the Supplemental Transfer Period.
- e. Nothing in this Section 1.1 is a waiver of (i) the Trust’s rights or in any way limits the Trust’s ability to obtain Documents through any other available avenue including formal legal process and discovery, or of Purchaser’s rights or ability to object to any such legal process or discovery, or (ii) the Purchaser’s obligations to preserve and/or transfer Trust Records or any other Documents pursuant to subpoenas, discovery requests, or other legal process.

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Section 1.2. Privileged Materials.

- a. Any attorney-client privilege, work-product protection, or other privilege or immunity (or any combination of the foregoing as the case may be), whether written or oral (each, a “**Privilege**”) relating to Claims Processing, the Assigned Claims and Rights, or the Trust’s Reporting Obligations, including but not limited to any Privileges attaching to any Trust Record (collectively, all Documents subject to the foregoing Privileges shall be “**Privileged Materials**”), in each case, held by the Debtors, their Non-Debtor Affiliates, or by Purchaser shall be vested in the Trust upon the Effective Date. To the extent there are Privileged Materials in the possession of the Post-Emergence Entities (including but not limited to the Purchaser) on the Effective Date, the Privileges contained therein shall be shared with such entities while they are in the possession of such Materials. The Trust shall not need the consent of any other entity to waive a Privilege. To the extent a Privilege is shared, the applicable Post-Emergence Entities (including but not limited to the Purchaser) may assert such Privilege but may not unilaterally waive such Privilege without the Trust’s consent. This provision regarding the transfer of Privileges and Privileged Materials constitutes agreement (i) that the Trust is the successor-in-interest to the Debtors, their Non-Debtor Affiliates, and Purchaser with respect to Claims Processing, the Assigned Claims and Rights, and the Trust’s Reporting Obligations, (ii) that the Trust has the responsibility for Claims Processing, the Assigned Claims and Rights (including, without limitation, claims against all GUC Trust Insurance Policies and GUC Trust D&O Insurance Policies), and the Trust’s Reporting Obligations, and (iii) that there is otherwise a common legal interest between the Debtors, their Non-Debtor Affiliates, Purchaser, and the Trust in effectuating the Plan, including with respect to Claims Processing, the Assigned Claims and Rights, and the Trust’s Reporting Obligations (and, without limitation, maximizing insurance coverage).
- b. Any Privileged Materials transferred to the Trust may (but are not required to) be marked with a “Privileged” designation; *provided* that Purchaser shall use commercially reasonable efforts to ensure that Trust Records that are not subject to any of the foregoing Privileges are not inadvertently so designated.
- c. As of and following the Effective Date, the applicable Post-Emergence Entities (including but not limited to the Purchaser) and the Trust shall take any other necessary actions, if any, to transfer to and vest in the Trust all Privileges, including those embodied in Privileged Materials, relating to Claims Processing, the Assigned Claims and Rights, and the Trust’s Reporting Obligations.
- d. Notwithstanding anything to the contrary herein, Purchaser shall not be required, except by order of an appropriate court, to produce or make available for inspection:
 - i. any information that is not a Trust Record; or

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- ii. any Privileged Materials that cannot be transferred to the Trust without destroying such Privilege or that Purchaser does not have authority to waive or transfer (including, but not limited to, because the privilege is held jointly by Purchaser and a third-party); *provided that*, in the event that any Trust Records are withheld pursuant to this provision, the Purchaser shall (x) identify the Trust Records being withheld and the reason they are not being produced or made available for inspection and (y) take any reasonable step that might enable (and work cooperatively with the Trust to enable) the Trust to obtain such Documents or information.

Section 1.3. To the extent any Document or information sought by the Trust that would reasonably be expected to constitute a Trust Record if in the possession, custody, or control of Purchaser is instead in the possession of a third-party (but not also in the possession, custody, or control of Purchaser), subject to the terms and limitations set forth in this Agreement, Purchaser shall provide reasonable cooperation to enable the Trust to obtain such Documents or information from the third-party for the purposes set forth in Section 1.5 below; *provided that*, to the extent Privileged Materials are subject to a Privilege shared between or among Purchaser and a third-party and are protected by the common interest or similar doctrine, Purchaser will use commercially reasonable efforts to secure any consent that may be required for the transfer of such Documents to the Trust in accordance with this Agreement; *provided that* Purchaser shall not be obligated to provide its consent if such consent would diminish or compromise the privileged status of such Privileged Materials; *provided, further*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses⁴ actually incurred by Purchaser in connection with obtaining such consent but (b) Purchaser shall be relieved from its obligation to seek consent under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.

Section 1.4. To the extent that any Trust Records are subject to a protective order or other confidentiality restriction or the Purchaser is otherwise under a legal obligation—including due to personal privacy or a contractual obligation—to refrain from providing a Trust Record to a third party, Purchaser shall undertake commercially reasonable efforts to produce such requested Trust Records, along with a copy of the protective order or other document setting forth such confidentiality restriction, and to obtain any requisite consents, to the extent permitted by, and subject to, any applicable protective orders, confidentiality restrictions, or personal privacy or contractual obligations; *provided that* (x) Purchaser shall not be obligated to take any action under this Agreement that would violate any law, regulation, court order, contractual obligation, or otherwise expose Purchaser to criminal and/or civil liability, (y) Purchaser shall not be in breach of this Agreement if it refrains from taking any action that it determines in good faith (including based on the advice of counsel) would violate any law, regulation, court order, contractual

⁴ For the avoidance of doubt, any reference to costs and expenses in this Agreement expressly excludes attorneys' fees.

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obligation, or otherwise expose Purchaser to criminal and/or civil liability, and (z) the Trust's rights to seek production under Section 1.7 or Section 3.11 with respect to any Documents withheld pursuant to clauses (x) and (y) are fully reserved; *provided, further*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually incurred by Purchaser in connection with obtaining such aforementioned consent but (b) Purchaser shall be relieved from its obligation to seek such consent under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation. In the event that any Trust Records are withheld pursuant to this Section 1.4, the Purchaser shall (i) identify the Trust Records being withheld and the reasons they are not being produced or made available for inspection and (ii) take any reasonable step that might enable (and work cooperatively with the Trust to enable) the Trust to obtain such Documents or information.

Section 1.5. The Trust shall use the Trust Records provided to the Trust, subject to any third-party confidentiality obligations, solely for the purposes of (i) Claims Processing, (ii) preserving, pursuing, and/or maximizing the value of the Assigned Claims and Rights, and/or (iii) Reporting Obligations (the "**Purposes**"). The Trustee may respond to requests for Documents and information made by holders of claims, and other third parties, concerning the Purposes, including but not limited to responding, consistent with applicable law and the confidentiality obligations set forth in Section 3.2, to third-party (including defendant / respondent) requests for Documents in connection with pending or anticipated litigation in connection with the Assigned Claims and Rights.

Section 1.6. The Parties shall work together in good faith to determine the terms, nature, and frequency of any documentation provided by Purchaser in connection with the transfer of Trust Records, including any documentation to establish, to the extent possible, the authentication of Trust Records or otherwise facilitate the admissibility of the Trust Records into evidence. Upon reasonable request, Purchaser shall, to the extent known, provide the Trust with the names of individuals with knowledge who can authenticate Documents produced by Purchaser to the Trust (including Trust Records) and prove their chain of custody in court proceedings in accordance with the Federal Rules of Evidence, and shall take commercially reasonable efforts to secure the cooperation of any such individuals to authenticate those Documents, *provided*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually incurred by Purchaser in connection with obtaining such aforementioned cooperation but (b) Purchaser shall be relieved from its obligation to seek such cooperation under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.

Section 1.7. For the avoidance of doubt, nothing in this section is a waiver of the Trust's rights or limits the Trust's ability to obtain documents or information through any other available

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avenue including formal legal process and discovery, or of Purchaser's or any other parties' rights or ability to object to any such legal process or discovery.

ARTICLE II
TESTIMONY AND COOPERATION

Section 2.1. During the Initial Transfer Period and the Supplemental Transfer Period, Purchaser agrees to cooperate with the Trust on the terms set forth herein in connection with, and in anticipation of, the Trust's engagement in Claims Processing, preserving, pursuing and/or maximizing the value of any Assigned Claims and Rights, and its Reporting Obligations:

- a. Upon written request (including via email) by the Trust (or its professionals), made with reasonable advance notice, Purchaser shall: (i) provide the Trust (or its professionals) with reasonable access, on an informal basis, to individuals then currently employed by or affiliated with Purchaser, and (ii) use commercially reasonable efforts to provide the Trust (or its professionals) with reasonable access, on an informal basis to (x) former employees, officers, or directors of any of the Debtors or their Non-Debtor Affiliates who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation, (y) then-current professionals or advisors of Purchaser, or (z) former professionals or advisors of the Debtors, their Non-Debtor Affiliates, or Purchaser who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation. Any information provided to the Trust pursuant to this section may be used by the Trust solely for the Purposes set forth in this Agreement and the Stipulation (*i.e.*, in respect of Claims Processing, the Assigned Claims and Rights, and Reporting Obligations). For the purposes of this section, Purchaser shall designate a(the) person(s) to whom such requests by the Trust or its professionals shall be made.
- b. In the event that the Trust, in the course of Claims Processing, or preserving, pursuing, and/or maximizing the value of the Assigned Claims and Rights, or in furtherance of its Reporting Obligations, makes a formal request for testimony in a proceeding (including but not limited to by way of a subpoena, a request for a *de bene esse* deposition, or similar process) from (i) Purchaser, (ii) individuals then currently employed by or affiliated with Purchaser, (iii) former employees, officers, or directors of any of the Debtors or their Non-Debtor Affiliates who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation, (iv) then-current professionals or advisors of Purchaser, or (v) former professionals or advisors of the Debtors, their Non-Debtor Affiliates, or Purchaser who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation, Purchaser shall use commercially reasonable efforts to make such witness available to the Trust, including for live testimony at trial; *provided*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually

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- incurred by Purchaser in connection with obtaining such cooperation but (b) Purchaser shall be relieved from its obligation to seek such cooperation under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.
- c. Purchaser further agrees to use commercially reasonable efforts to satisfy reasonable requests from the Trust for the identification and cooperation of witnesses or other individuals on topics related to the Trust Records; *provided*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually incurred by Purchaser in connection with obtaining such cooperation but (b) Purchaser shall be relieved from its obligation to seek such cooperation under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.
- d. Nothing in this section is a waiver of the Trust's rights or limits the Trust's ability to obtain testimony through any other available avenue including formal legal process and discovery, or of Purchaser's or any other parties' rights or ability to object to any such legal process or discovery, and the Parties acknowledge that the obligations in this Section 2.1 do not extend to persons who are, or could be, defendants in proceedings to prosecute the Assigned Claims and Rights.

ARTICLE III
MISCELLANEOUS

Section 3.1. Preservation of Other Privileges and Defenses; Inadvertent Production. Purchaser may, but is not obligated to, review and redact privileged information wholly unrelated to Claims Processing, the Assigned Claims and Rights, or the Trust's Reporting Obligations prior to the sharing of any Documents. To the extent Purchaser inadvertently transfers to the Trust any Documents that (i) Purchaser contends are exempted from being provided pursuant to this Agreement because they constitute Documents wholly unrelated to Claims Processing, the Assigned Claims and Rights, and/or the Reporting Obligations, or (ii) are later discovered by the Trust to contain privileged information unrelated to the Assigned Claims and Rights (each of (i) – (ii), an **"Inadvertently Provided Document"**), Purchaser may, in writing (including via email), request the return of any Inadvertently Provided Document. A request for the return of an Inadvertently Provided Document shall identify the specific Document and the basis for clawing back such Document, in whole or in part, from production. Further, with respect to any Inadvertently Provided Document under item (ii) of this Section 3.1, the Trust shall immediately cease use and/or disclosure of such Document and notify Purchaser of such Inadvertently Provided Document, and Purchaser, if appropriate, shall within ten (10) business days provide a version of

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the Document to the Trust that redacts any such privileged information that is unrelated to Claims Processing, the Assigned Claims and Rights, or the Trust's Reporting Obligations.

If Purchaser requests the return, pursuant to this Section 3.1, of any Inadvertently Provided Document then in the custody of the Trust, the Trust shall, within ten (10) business days, either (a) (x) return and/or, at the discretion of Purchaser, delete or destroy the Inadvertently Provided Document and all copies thereof, (y) undertake reasonable measures to obtain or confirm the return, deletion, and/or destruction of any copies it produced to other parties, and (z) delete or destroy all notes or other work product reflecting the content of such Inadvertently Provided Document, or alternatively (b) challenge such request in accordance with Section 3.11, but neither the Trust nor any other third-party shall be entitled to contend that the provision of the Inadvertently Provided Document pursuant to this Agreement constituted a waiver of any applicable privilege(s), protection(s), or immunity. In the event the Trust commences a challenge in connection with Purchaser's request for return of an Inadvertently Provided Document, then the Trust need not take the steps described in clause (a) of this paragraph in this Section 3.1 until such challenge has been fully resolved, but the Trust shall sequester the Inadvertently Provided Document (or work product reflecting the contents of the Inadvertently Provided Document) unless and until the challenge is resolved in the Trust's favor.

Section 3.2. Confidentiality.

- a. Other than as set forth herein, the Trust shall not, without the consent of Purchaser (which may come from such person(s) designated by Purchaser in accordance with Section 2.1.a), provide any third-party access to (x) any Document that was previously designated "Confidential" or "Highly Confidential" pursuant to that certain *Stipulation and Protective Order* [Docket No. 623] (such order, the "**Protective Order**" and, all such material, the "**Subject Material**") or (y) any Document that is produced pursuant to this Agreement and designated as "Confidential," "Highly Confidential" or "Professionals' Eyes Only" (all such material, the "**Produced Material**") unless and until (i) such third-party (including, without limitation, any accountant, agent, attorney, banker, consultant, executor, financial advisor, investment banker, real estate broker, transfer agent, representative, or employee) has executed a confidentiality agreement that is at least as restrictive as the Protective Order, or (ii) such access is given pursuant to the terms of a protective order issued by a court, mediator, or arbitration panel having jurisdiction over the related Assigned Claims and Rights, *provided that*, in the case of clause (ii) of this Section 3.2.a, the Trust shall use commercially reasonable efforts to propose, seek, or otherwise advocate for a protective order that is at least as restrictive as the Protective Order, and fourteen (14) Business Days' advance notice is given to (a) with respect to any Subject Material, the party that produced the Subject Material and (b) with respect to any Produced Material or to the extent that the party in clause (a) is one of the Debtors, their Non-Debtor Affiliates, or Purchaser. Any such access pursuant to this Section 3.2.a shall be subject to the terms of this Agreement (including, without

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limitation, Section 3.2.d) and the Stipulation, and any Subject Material and/or Produced Material shall maintain its Confidential, Highly Confidential, or Professionals' Eyes Only designation to the maximum extent permissible under the terms of a protective order entered by a court, mediator, or arbitration panel having jurisdiction over the related Assigned Claim or Policy, unless otherwise ordered by such court, mediator, or arbitration panel.

- b. Purchaser shall have the ability to designate Documents or information produced pursuant to this Agreement as “Confidential” if Purchaser in good faith reasonably believes that such information is protected from disclosure by statute or constitutes confidential personal information, medical or psychiatric information, personnel records, protected law enforcement materials, research, technical, commercial, or financial information that has been maintained as confidential, or such other proprietary or sensitive business and commercial information that is not publicly available.
- c. Purchaser shall have the ability to designate Documents or information produced pursuant to this Agreement as “Highly Confidential” or for “Professionals’ Eyes Only” if Purchaser in good faith reasonably believes that, if such information were disclosed, (i) it would cause significant competitive or commercial harm to Purchaser; (ii) it would give rise to a safety or similar risk to any person or entity (including, for example, disclosing personally identifiable information); (iii) it would involve commercially sensitive information the disclosure of which to non-counsel or non-professionals is likely to significantly adversely impact Purchaser; (iv) it would reveal trade secrets or confidential research, development, or commercial information, including but not limited to product pricing or product pricing strategy, product distribution strategy, or product sales strategy; or (v) it would violate the terms or conditions of a confidentiality agreement, protective order or similar agreement with a third-party.
- d. The terms of the Protective Order shall apply in full to the Subject Material and the Produced Material with the following modifications:
 - (i) the Subject Material and the Produced Material may only be used by the Trust in accordance with Section 1.5 and Section 3.2.a of this Agreement;
 - (ii) if any Produced Material is designated as Confidential (the “**Confidential Material**”) pursuant to Section 3.2.b of this Agreement, then the Trust may share such information solely with the following parties, in each case solely to the extent that such parties comply with Section 1.5 and Section 3.2.a:
 - 1. the individuals listed in Section 3.2.d.iii below;

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2. any witnesses or deponents during the course of a deposition or testimony in litigation arising out of the Assigned Claims and Rights;
 3. any potential witnesses or deponents during the course of a preparation for a deposition or testimony in litigation arising out of the Assigned Claims and Rights; and
 4. counsel for any party identified in the preceding paragraphs (as well as stenographic, clerical, legal assistant employees, and agents working on behalf of counsel whose functions require access to Confidential Material) ((1)-(4) collectively, the “**Confidential Recipients**”);
- (iii) if any Produced Material is designated as Highly Confidential (the “**Highly Confidential Material**”) or Professionals’ Eyes Only (the “**PEO Material**”) pursuant Section 3.2.c of this Agreement, then the Trust may share such information solely with the following parties, in each case solely to the extent that such parties comply with Section 1.5 and Section 3.2.a;
1. any current or former professional of Purchaser;
 2. solely with respect Highly Confidential Material, any current or former employee or director of Purchaser;
 3. the Trust’s Trustee(s) and the Trust’s retained professionals (as well as stenographic, clerical, legal assistant employees, consultants, experts, and agents of those professionals whose functions require access to Highly Confidential or PEO Material), as applicable;
 4. any party identified on the face of a Document to be the author, addressee, or the actual or intended recipient of the Document;
 5. any court of competent jurisdiction, including any authorized staff of such court, and any official or independent court reporters and videotape operators;
 6. any special master, mediator, or arbitrator engaged or appointed for the purpose of mediation, arbitration, or other dispute resolution;

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7. experts and consultants engaged for purposes of Claims Processing, the Assigned Claims and Rights, or the Trust's Reporting Obligations;
 8. third-party contractors engaged for litigation support; and
 9. insurers and insurers' professionals, as necessary to preserve, secure, or obtain the benefit of any insurance rights or proceeds transferred to the Trust, subject to appropriate confidentiality restrictions ((1)-(9) collectively, the "**Highly Confidential Recipients**" and, together with the Confidential Recipients and the recipients of Subject Material, the "**Recipients**").
- (iv) to the extent reasonably practical and so long as the information is otherwise discoverable, the Trust and/or any Recipient shall provide ten (10) business days' advance written notice (unless circumstances do not afford time for such notice, in which case the Trust any or any Recipient shall endeavor to provide as much notice as possible) to Purchaser before disclosing any Subject Material, Confidential Material, Highly Confidential Material, or PEO Material to a court of competent jurisdiction not under seal, orally or in writing, to allow Purchaser to obtain a protective order or agreement (if it chooses to do so), and if Purchaser does not obtain a protective order or agreement, the Trust or Recipient shall make any such disclosure under seal, unless such court orders otherwise;
- (v) in the event that the Trust or a Recipient is required or requested (a) by a court of competent jurisdiction, or (b) by a federal, state, or local governmental or regulatory body, in each case, to disclose any Subject Material, Confidential Material, Highly Confidential Material, or PEO Material supplied to the Trust or Recipient, as applicable, will provide Purchaser with prompt written notice of such request or requirements so that Purchaser may seek, at Purchaser's cost and expense, an appropriate protective order or agreement and/or seek appropriate approvals from a mediator, court, tribunal, or governmental or regulatory body having jurisdiction over the relevant action, litigation, proceeding, or hearing, as applicable, and in the absence of a protective order or the receipt of a waiver hereunder, the Trust or Recipient, as applicable, may only disclose, without liability hereunder, that portion of the Subject Material, Confidential Material, Highly Confidential Material, or PEO Material that it is legally compelled to disclose;
- (vi) to the extent that a Recipient is subject to examination by a regulatory authority or bank auditor that is not specifically related

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to, or targeted at, Purchaser or the Debtors, the Recipient shall not be in breach of its obligations hereunder if it permits such authority or bank auditor to review the Subject Material, Confidential Material, Highly Confidential Material, or PEO Material, without notice to any persons, in connection with a review of the Recipient's files; and

- (vii) in the event of any conflict between this Agreement and the Protective Order, the terms of this Agreement shall control.

Section 3.3. Nothing in this Agreement shall require any Party or any third party to create any new documents or to compile or organize any data contained in existing Documents into any new documents, except to the extent (i) such compilation is specifically requested or necessary to respond to a request on Exhibit A, Exhibit B, or Exhibit C hereto, or necessary to respond to a supplemental request made pursuant to Section 1.1.b and/or (ii) limited to removing any encryption or passwords which would prevent review, and, with respect to Documents kept in electronic form which rely upon electronic links to other Documents, modifying the links or converting the link-sourced data to static data so as to preserve all information of the Document in its as-produced form. Notwithstanding the foregoing, if the burden of deriving or ascertaining from existing Documents particular information requested under Exhibit A, Exhibit B, or Exhibit C, or necessary to respond to a supplemental request made pursuant to Section 1.1.b, would be substantially greater for the Trust than the burden to Purchaser of compiling or organizing such information, then the Trust may request that Purchaser use commercially reasonable efforts to (1) provide specifically identified information by running a report or summary from Purchaser's accounting or other electronic systems or databases, and (2) timely respond to reasonable requests to explain such reports or summaries; *provided* that the Trust shall bear all of Purchaser's out-of-pocket costs and expenses in connection therewith.

Section 3.4. Exhibits. The Parties shall work together in good faith to prepare and finalize Exhibits A, B and C to this Agreement prior to the Effective Date, which Exhibits shall be acceptable to both Parties.

Section 3.5. Costs. Except as otherwise provided herein, the Parties shall bear their own costs associated with any obligations arising out of this Agreement prior to the end of the Supplemental Transfer Period. Following the end of the Supplemental Transfer Period, the Trust shall pay all documented and reasonable out-of-pocket costs and expenses associated with any obligations arising out of this Agreement.

Section 3.6. Upon request by the Trust, Purchaser shall certify that it has used commercially reasonable efforts to find a specific Document that Purchaser agrees to search for and/or produce under the terms of this Agreement; *provided* that it is understood and agreed that a search consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34 shall in all cases be sufficient to establish such commercially reasonable efforts.

Section 3.7. Preservation of Rights. Nothing in this Agreement (a) limits or otherwise waives the rights of the Trust to seek discovery from Purchaser pursuant to applicable law,

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(b) limits or otherwise waives the rights of Purchaser or, to the extent applicable, any of the Debtors or their Non-Debtor Affiliates to object to any such discovery, or (c) constitutes a waiver or transfer of any privilege of (x) the Debtors, their Non-Debtor Affiliates, or the Purchaser, that was not transferred to, or shared with, the Purchaser or the Trust, in each case, from or by the Debtors or their Non-Debtor Affiliates, or which arises after the Effective Date or (y) any other person that is not party to this Agreement.

Section 3.8. The Parties agree to cooperate reasonably and share information as necessary and appropriate to facilitate insurance billing by any of the Parties hereto, or the resolution of any insurance-related dispute (including but not limited to any information or Documents identified in Exhibit B), subject to appropriate protections for confidential information. The Party seeking such information shall pay the other Party's reasonable out-of-pocket costs and expenses. Nothing in this Agreement shall prevent the Trust from providing information to any insurer as necessary to preserve, secure, or obtain the benefit of any GUC Trust Insurance Rights, subject to appropriate confidentiality restrictions.

Section 3.9. Notices. All notices, requests, or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be effective when either served by hand delivery, electronic mail, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the Parties at addresses to be specified after the Effective Date ("**Notice Addresses**"). Until a Party's Notice Addresses is specified, notice in accordance with this section may be sent to the respective addresses set forth below ("**Counsel Addresses**"). After the specification of a Notice Address, service upon a Counsel Address shall not constitute notice but such Counsel Address shall be copied on any notice sent to a Notice Address:

a. For the Trust:

Ariel Lavinbuk
Kramer Levin Naftalis & Frankel LLP
2000 K St., NW, Fourth Floor
Washington, DC 20006

b. For Purchaser:

William J. Moccia
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166

Section 3.10. Effectiveness. This Agreement shall become effective upon, and concurrently with, the occurrence of the Effective Date.

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Section 3.11. Dispute Resolution.

- a. In the event of a dispute concerning this Agreement (a “**Dispute**”)—including, without limitation, (i) any Dispute over the interpretation, implementation, and enforcement of this Agreement, (ii) a Dispute regarding whether any Document is a Trust Record or should be produced to the Trust, or (iii) a Dispute over whether any information is subject to Section 1.3—such Dispute shall be fully and finally resolved by the Bankruptcy Court, unless the Bankruptcy Court lacks jurisdiction or the Parties otherwise agree. To that end, the Parties consent to personal jurisdiction and venue in the Bankruptcy Court. Any Party to this Agreement may contact chambers to arrange a telephonic conference (a “**Conference**”) with the Bankruptcy Court for purposes of resolving a Dispute. The Party requesting a Conference (the “**Requesting Party**”) shall provide a written notice (a “**Dispute Notice**”) to the other Party describing the Disputes (the “**Identified Disputes**”) concerning which the Requesting Party seeks the Bankruptcy Court’s guidance in sufficient detail for the other Party to frame its response. The Requesting Party shall provide such Dispute Notice to the other Party at least three (3) Business Days before any Conference is convened (unless exigent circumstances do not afford time for such notice, in which case the Requesting Party shall provide as much notice as reasonably possible). If the Identified Disputes are not resolved during the Conference, and written submissions are requested or authorized by the Bankruptcy Court, unless the Bankruptcy Court directs otherwise at the Conference, the Requesting Party may brief any remaining Identified Disputes by submitting a letter to the Bankruptcy Court, not to exceed five (5) single-spaced pages, within three (3) Business Days after the Conference. The opposing Party may respond within seven (7) Business Days of the Requesting Party’s letter with a letter not to exceed five (5) single-spaced pages. Any further hearing concerning any remaining Identified Disputes shall be convened promptly, subject to the Bankruptcy Court’s availability. Any appeals from the Bankruptcy Court’s resolution of a Dispute shall be to the applicable district court, appellate court and/or Supreme Court.

- b. In the event the Bankruptcy Court lacks jurisdiction, the Parties agree to submit their Dispute to final and binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”) then in effect (the “**Rules**”), except as modified herein. The arbitration shall, to the greatest extent possible, be consistent with the procedures for resolving Disputes provided for in Section 3.11.a. The arbitration shall be conducted by a single arbitrator (the “**Arbitral Tribunal**”) who shall be jointly selected by the Parties. If the Parties cannot agree upon an arbitrator within twenty-one (21) days after the initiation of arbitration then the appointment of the arbitrator shall be made by the AAA in accordance with the Rules, except as they may be modified by the mutual agreement of the Parties. The arbitration shall be held, and the award shall be rendered, in New York,

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New York, in the English language. For the avoidance of doubt, by submitting their Dispute to arbitration under the Rules, the Parties expressly agree that all issues of arbitrability, including all issues concerning the propriety and timeliness of the commencement of the arbitration, the jurisdiction of the Arbitral Tribunal (including the scope of this agreement to arbitrate and the extent to which a Dispute is within that scope), and the procedural conditions for arbitration, shall be finally and solely determined by the Arbitral Tribunal. The Arbitral Tribunal shall have the power to grant any remedy or relief that is in accordance with the terms of this Agreement, including specific performance and temporary or final injunctive relief, provided, however, that the Arbitral Tribunal shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement, nor any right or power to award punitive, consequential, exemplary, enhanced or treble damages. The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys' fees and costs as well as those costs and fees addressed in the Rules, between the Parties in the manner it deems fit.

Section 3.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 3.13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any New York conflict of law principles that would result in the application of laws of any other jurisdiction.

Section 3.14. Severability; Validity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but to the extent that any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, unless doing so would alter the fundamental agreements expressed in this Agreement. To such end, the provisions of this Agreement are agreed to be severable.

Section 3.15. No Partnership Agreement. Nothing contained in this Agreement shall create or be deemed to create an employment, agency, fiduciary, joint venture, or partnership relationship between any of the Parties, on the one hand, or any of such other Parties' employees, on the other hand.

Section 3.16. No Conflicts Agreement. Nothing contained in this Agreement shall create or be deemed to create any attorney-client relationship for purposes of the determination of conflicts of interest. Neither the existence of this Agreement, nor its terms, nor information obtained hereunder, shall be asserted by any Party as grounds for a motion to disqualify any Party to this Agreement or its attorneys in any proceeding that may occur.

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BY ALL INTERESTED PARTIES*

Section 3.17. No Waiver. The Parties agree that no failure or delay by any Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, and that no single or partial exercise thereof will preclude any other or further exercise thereof or the exercise of any right, power, and privilege hereunder; *provided that*, the Parties further agree that this Section 3.18 shall not expand any Party's rights or obligations, including with respect to the time periods set forth in Section 1.1.

Section 3.18. Entire Agreement. This Agreement contains the entire agreement of the Parties concerning the subject matter hereof, and supersedes all prior representations and agreements between or among the Parties as to such subject matter. Notwithstanding the foregoing, however, nothing in this Section supersedes any aspect of the Stipulation or the Plan, or any attachments thereto or the restrictions and limitations applicable to the provision of information and Documents set forth therein. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless approved in writing by the Parties.

Section 3.19. Authorization. Each of the undersigned individuals represents and warrants that he/she has the power and authority to enter into this Agreement and bind their respective Party as its authorized representatives.

Section 3.20. Titles. The section titles used herein are for convenience only and shall not be considered in construing or interpreting any of the provisions of this Agreement.

Section 3.21. No Third-Party Beneficiaries. This Agreement is not intended to benefit or create rights in any other Person or entity other than Purchaser and the Trust.

Section 3.22. Binding Effect. The Parties agree that this Agreement is for the benefit of and shall be binding upon the Parties and their respective representatives, transferees, successors, and assigns.

Section 3.23. No New Debtor Obligations. Notwithstanding anything to the contrary in this Agreement, the Debtors' obligations with respect to cooperation with and production to the UCC and the Trust, if any, are set forth in other documents or agreements and this Agreement does not create new or independent obligations of the Debtors regarding such cooperation or production.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective representatives thereunto duly authorized as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

Exhibit 2-A

PPOC Trust Agreement

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**TRUST AGREEMENT OF
VOLUNTARY PRESENT PRIVATE OPIOID CLAIMANT RESOLUTION TRUST
DATED AS OF [●], 2024
BY AND AMONG
[●] AS PPOC TRUSTEE
[●] AS RESIDENT TRUSTEE
and
PURCHASER PARENT**

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VOLUNTARY PRIVATE OPIOID CLAIMANT RESOLUTION TRUST AGREEMENT

THIS VOLUNTARY PRIVATE OPIOID CLAIMANT RESOLUTION TRUST AGREEMENT (this “Trust Agreement”¹), dated as of [●], 2023 (the “Effective Date”), is entered into by and among each of (i) the undersigned trustee of the PPOC Trust (together with any successor or additional trustee appointed under the terms of this Trust Agreement, the “PPOC Trustee”), (ii) Endo, Inc., a Delaware corporation (“Purchaser Parent” and, together with any designee or assignee thereof, which may include one or more other Purchaser Entities other than any Transferred Debtor or Non-Debtor Affiliate, the “Purchaser”; *provided* that such designation or assignment shall not relieve Purchaser Parent of any of its obligations hereunder, and all obligations of Purchaser Parent hereunder shall be joint and several obligations of Purchaser Parent and such designee), and (iii) [●], as the Delaware resident trustee (together with any successor Delaware resident trustee appointed under the terms of this Trust Agreement, the “Resident Trustee”), for the purpose of forming a statutory trust under and pursuant to the provisions of the Delaware Statutory Trust Act, 12 Del. C. §§ 3801, et seq. (as the same may from time to time be amended, or any successor statute, the “Trust Act” and such trust, the “PPOC Trust”).

RECITALS

WHEREAS, (A) on August 16, 2022 (the “Petition Date”), Endo International plc and certain of its affiliate debtors and debtors in possession filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, thereby commencing the chapter 11 cases jointly administered by the Bankruptcy Court under the caption *In re Endo International plc, et al.*, Case No. 22-22549 (JLG) (the “Chapter 11 Cases”); and (B) certain of the Debtors² other affiliates filed voluntary petitions for relief on May 25, 2023, and May 31, 2023, respectively, and their cases are also being jointly administered as part of the Chapter 11 Cases;

WHEREAS, on March 24, 2023, the Debtors, the Creditors’ Committee, the OCC and the Ad Hoc First Lien Group filed the March 2023 Stipulation.

WHEREAS, filed with the March 2023 Stipulation were certain term sheets, including the Original OCC Resolution Term Sheet setting forth, *inter alia*, certain terms to be implemented pursuant to this Trust Agreement related to the funding of the PPOC Trust and the disbursement of such funds to the PPOC Sub-Trusts.

WHEREAS, on July 13, 2023, the Debtors filed the July 2023 Notice, including the OCC Resolution Term Sheet.

WHEREAS, on [●], 2024, the Debtors filed the [●] *Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and Its Affiliated Debtors* (including all appendices, exhibits, schedules and supplements thereto, as the same may be altered, amended or modified

¹ This Trust Agreement may also be referred to as the “PPOC Trust Agreement” in other documents referred to in the OCC Resolution Term Sheet.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan, the Glossary attached hereto as Exhibit A, the Confirmation Order, the Master PPOC TDP or the Cash Collateral Order, as applicable.

from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules and the terms thereof, the “Plan”) with the Bankruptcy Court;

WHEREAS, on [●], 2024, the Bankruptcy Court entered the [*Order Confirming the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and Its Affiliated Debtors*] [D.I. [●]] confirming the Plan (the “Confirmation Order”);

WHEREAS, the Plan provides for, among other things, the creation of the PPOC Trust on the Effective Date;

WHEREAS, in accordance with the Governing Order and Filings, (i) the Debtors shall provide for the establishment of this PPOC Trust, (ii) the PPOC Trust shall receive the PPOC Trust Consideration from time to time pursuant to the PPOC Trust Installment Payments (or otherwise pursuant to the Purchaser’s exercise of the PP Prepayment Option), (iii) the PPOC Trust shall assume all liability of the Debtors and the other Released Parties for any and all Present Private Opioid Claims, solely for the purpose of effectuating the PPOC Trust Distributions Procedures (the “Master PPOC TDP”) attached as Exhibit B to this Trust Agreement in accordance with the Governing Order and Filings, pursuant to which (A) each Present Private Opioid Claim channeled to the PPOC Trust shall either be automatically channeled to and assumed exclusively by a PPOC Sub-Trust or otherwise Disallowed and released in full and (B) in exchange for the assumption of the applicable Present Private Opioid Claims, the PPOC Sub-Trusts shall receive the Distributions set forth in the Master PPOC TDP;

WHEREAS, in accordance with the Governing Order and Filings, on or about the date hereof, the Debtors, the Purchaser and certain trustees created (i) an abatement trust (the “Hospital Trust”) to (a) assume all liability for Hospital Opioid Claims, (b) administer Hospital Opioid Claims, (c) collect Distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with the applicable PPOC Sub-Trust Documents, including to holders of Allowed Hospital Opioid Claims, (ii) a victim compensation trust (the “NAS PI Trust”) to (a) assume all liability for NAS PI Claims, (b) administer NAS PI Claims, (c) collect Distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with the applicable PPOC Sub-Trust Documents, including to holders of Allowed NAS PI Claims, (iii) a victim compensation trust (the “PI Trust”) to (a) assume all liability for PI Opioid Claims, (b) administer PI Opioid Claims, (c) collect Distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with its PPOC Sub-Trust Documents, including to holders of Allowed PI Opioid Claims, (iv) a trust (the “TPP Trust”) to (a) assume all liability for TPP Claims, (b) administer TPP Claims, (c) collect Distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with its PPOC Sub-Trust Documents, including to holders of Allowed TPP Claims, and (v) an abatement trust (the “IERP Trust II”) to (a) assume all liability for IERP II Claims, (b) administer IERP II Claims, (c) collect Distributions from the PPOC Trust made on account of such claims, and (d) further distribute such funds in accordance with the applicable PPOC Sub-Trust Documents, including to holders of Allowed IERP II Claims.

WHEREAS, in accordance with the Governing Order and Filings and the Master PPOC TDP, beneficial interests in the PPOC Trust shall be granted to the Hospital Trust (such interest, the “PPOC Hospital Claim”), the NAS PI Trust (such interest, the “PPOC NAS PI Claim”), the PI

Trust (such interest, the “PPOC PI Claim”), the TPP Trust (such interest, the “PPOC TPP Claim”), and the IERP Trust II (such interest, the “PPOC IERP II Claim”) which PPOC Hospital Claim, PPOC NAS PI Claim, PPOC PI Claim, PPOC TPP Claim and PPOC IERP II Claim (collectively, the “PPOC Claims”) shall respectively entitle each applicable PPOC Sub-Trust to payment of its respective portion of the PPOC Trust Consideration in accordance with the terms of the Governing Order and Filings and this Trust Agreement;

WHEREAS, the purposes of the PPOC Trust are, among other things, to: (i) further channel all asserted Present Private Opioid Claims channeled to the PPOC Trust to the applicable PPOC Sub-Trusts in accordance with the Governing Order and Filings and the PPOC Trust Documents; (ii) preserve, hold, collect, manage, maximize, and liquidate the assets of the PPOC Trust for use in (x) funding the PPOC Sub-Trusts in accordance with the Master PPOC TDP, to allow such PPOC Sub-Trusts to resolve Present Private Opioid Claims channeled to them, and (y) paying any and all administration and operating expenses of the PPOC Trust, including the fees and expenses of any PPOC Professionals (as defined herein) and the PPOC Trustee; and (iii) qualify at all times as a qualified settlement fund; and;

WHEREAS, the PPOC Trust was established and is effective for the benefit of the PPOC Sub-Trusts.

AGREEMENT

NOW, THEREFORE, pursuant to the Confirmation Order, and in consideration of the foregoing and upon the terms and subject to the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DECLARATION OF TRUST

Section 1.01. Creation of Trust. Purchaser Parent, the PPOC Trustee and the Resident Trustee, pursuant to the Governing Order and Filings, and in accordance with the applicable provisions of the Bankruptcy Code, hereby create the PPOC Trust, which shall bear the legal name “Voluntary Present Private Opioid Claimant Resolution Trust.” The Trust was established by the filing of a Certificate of Trust with the Delaware Secretary of State on [•], 2024. In connection with the exercise of the PPOC Trustee’s power hereunder, the PPOC Trustee may use this name or such variation thereof as the PPOC Trustee reasonably sees fit. It is the intention of the parties hereto that the PPOC Trust created hereby constitutes a statutory trust under the Trust Act and that the Governing Order and Filings and the PPOC Trust Documents, constitute the governing instruments of the PPOC Trust.

Section 1.02. Purpose of PPOC Trust. The purpose of the PPOC Trust is to carry out the duties of the PPOC Trust as set forth in the Governing Order and Filings on behalf, and for the benefit, of the PPOC Sub-Trusts, including to effectuate the Master PPOC TDP and to liquidate, convert to Cash and distribute the PPOC Trust Consideration in accordance with the terms of the Governing Order and Filings and this Trust Agreement. The PPOC Trust shall, in each case in accordance with the Governing Order and Filings and the PPOC Trust Documents: (a) hold,

manage, sell, invest and distribute the PPOC Transferred Assets for the benefit of the PPOC Sub-Trusts in accordance with the Governing Order and Filings and the PPOC Trust Documents, as set forth therein and incorporated herein; (b) further channel all asserted Present Private Opioid Claims channeled to the PPOC Trust to the PPOC Sub-Trusts in accordance with the Governing Order and Filings and the PPOC Trust Documents; (c) make payments to the PPOC Sub-Trusts from time to time, to permit such PPOC Sub-Trusts to satisfy the applicable Present Private Opioid Claims; and (d) maintain the PPOC Website (as defined herein), if determined necessary or desirable by the PPOC Trustee; (e) fund an operating reserve for the PPOC Trust (the “PPOC Operating Reserve”) to pay PPOC Operating Expenses (as defined herein) and (f) pay any and all administration and operating expenses of the PPOC Trust, including the fees and expenses of any PPOC Professionals, the Resident Trustee and PPOC Trustee. None of the PPOC Trust nor any PPOC Sub-Trust shall be deemed a successor in interest of the Debtors or any of the Post-Emergence Entities for any purpose other than as specifically set forth in this Trust Agreement, the Governing Order and Filings or any other applicable agreement. The PPOC Trust is not and shall not be deemed an affiliate of the Purchaser.

Section 1.03. Vesting of the Trust Assets and Funding of the Trust; Accounting.

(a) On and after the Effective Date, pursuant to Section 5.20(e)(i) of the Plan and in accordance with the Governing Order and Filings and the PPOC Trust Documents, the PPOC Trust Consideration shall be irrevocably and voluntarily transferred, subject to Sections 1.03(e) and 1.06 hereof, by or on behalf of the Purchaser to, and shall vest in, the PPOC Trust free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind. Except as set forth in the Governing Order and Filings and the PPOC Trust Documents, the PPOC Trust shall have no liability for any prepetition or postpetition Claims, Causes of Action or liabilities of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date. For the avoidance of doubt, to the extent Present Private Opioid Claims are further channeled to the PPOC Sub-Trusts pursuant to the Master PPOC TDP, such PPOC Sub-Trusts shall be liable therefor.

(b) The Purchaser shall execute any documents or other instruments and shall take all other steps as the PPOC Trustees reasonably request to reflect the transfer and assignment of the PPOC Trust Consideration to the PPOC Trust. Neither the Debtors nor any other Person (other than the PPOC Sub-Trusts) shall have any interest in or with respect to the PPOC Trust Consideration or the PPOC Trust. For the avoidance of doubt, as of and following the Effective Date, except as otherwise contemplated by the Plan, the Debtors and the Remaining Debtors shall have no obligations with regard to the PPOC Trust or the PPOC Trust Consideration.

(c) The PPOC Trust shall be funded by the Purchaser on and, if applicable, after the Effective Date with the PPOC Trust Consideration.

(d) The PPOC Trust Consideration and all other assets held from time to time by the PPOC Trust under this Trust Agreement and any earnings, including interest, on any of the foregoing shall be held and applied by the PPOC Trustee solely in accordance with the terms of the Governing Order and Filings and the PPOC Trust Documents.

Section 1.04. Assumption of Present Private Opioid Claims and the Master PPOC TDP.

(a) As of the Effective Date, any and all liability of the Debtors and the other Released Parties for any and all Present Private Opioid Claims shall automatically, and without further act, deed or court order, be channeled to and assumed by the PPOC Trust solely for the purpose of effectuating the Master PPOC TDP, pursuant to which (i) each Present Private Opioid Claim shall either be automatically channeled to and assumed exclusively by a PPOC Sub-Trust or otherwise Disallowed and released in full and (ii) in consideration for the assumption by the PPOC Sub-Trusts of applicable Present Private Opioid Claims in accordance therewith, the PPOC Trust shall make the Distributions to the PPOC Sub-Trusts as set forth in the Master PPOC TDP.

(b) Distributions, in accordance with the applicable trust distribution procedures included in the PPOC Sub-Trust Documents (the “PPOC Sub-Trust TDPs”)³, from the PPOC Sub-Trust to which a Present Private Opioid Claim is channeled, in accordance with the Master PPOC TDP, shall be the sole source of remuneration, if any, in respect of such Present Private Opioid Claim, and the PPOC holding such Present Private Opioid Claim shall have no other or further recourse against the Debtors or the Post-Emergence Entities; provided, to the extent the holder of such Present Private Opioid Claim has granted (or is deemed to have granted), in accordance with the Plan, the Non-GUC Releases, such holder shall have no other or further recourse against any Non-GUC Released Party, including the PPOC Trust, the Debtors, and the Post-Emergence Entities. All Present Private Opioid Claims channeled to a PPOC Sub-Trust in accordance with the Master PPOC TDP shall be administered, liquidated and discharged solely pursuant to, and solely to the extent provided in, the applicable PPOC Sub-Trust TDP for such PPOC Sub-Trust. All Present Private Opioid Claims that are Disallowed and released and not channeled to a PPOC Sub-Trust in accordance with the Master PPOC TDP shall have no recourse to the PPOC Trust, any PPOC Sub-Trust, any of the Debtors, any of the Post-Emergence Entities, or any other Released Party. Any Non-GUC Releases granted (or deemed granted) in accordance with the Plan by any holder of a Disallowed Present Private Opioid Claim shall not be impacted by the Disallowance of such Present Private Opioid Claim and shall remain in full force and effect. For the avoidance of doubt, in no event shall any Present Private Opioid Claims have any recourse to the assets of the PPOC Trust.

(c) In furtherance of the foregoing, the PPOC Trust, except as otherwise provided in the Governing Order and Filings, shall have all defenses, cross-claims, offsets and recoupments, as well as rights of indemnification, contribution, subrogation and similar rights, regarding the Present Private Opioid Claims that the Debtors or the applicable Post-Emergence Entities, as applicable, have, or would have had, under applicable law, but solely to the extent consistent with the PPOC Trust Documents and the Governing Order and Filings; *provided* that no such Claims, defenses or rights may be asserted against any Released Party; and *provided further* that all such defenses, cross-claims, offsets and recoupments regarding any Present Private Opioid Claims that is channeled to a PPOC Sub-Trust in accordance with the Master PPOC TDP shall be transferred to such PPOC Sub-Trust with such Present Private Opioid Claims, at which point, the PPOC Trust

³ For the avoidance of doubt, the PPOC Sub-Trust TDPs shall, to the extent applicable, be subject to the Master PPOC TDP and the PPOC Sub-Trust Agreements shall, to the extent applicable, be subject to the terms of this Trust Agreement.

shall no longer have such defenses, cross-claims, offsets and recoupments regarding such Present Private Opioid Claims.

(d) Nothing in this Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction or the Releases under the Plan.

Section 1.05. Appointment and Acceptance of Initial PPOC Trustee. Upon the occurrence of the Effective Date, the PPOC Trustee identified in Section 8.01(a) hereof shall be appointed to serve as the trustee of the PPOC Trust, subject to the terms of the Governing Order and Filings and this Trust Agreement. The PPOC Trustee shall have and perform all of the duties, responsibilities, rights and obligations of the PPOC Trust set forth in the PPOC Trust Documents. The PPOC Trustee, subject to the terms and conditions of the Governing Order and Filings and the PPOC Trust Documents, shall be authorized to execute, deliver, file or record such documents, contracts, instruments, releases and other agreements, and to take such actions as may be necessary or appropriate, to effectuate and further evidence the terms and conditions of the Governing Order and Filings, and the PPOC Trust Documents. The PPOC Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the PPOC Trust and not otherwise herewith. The PPOC Trustee(s) shall have the authority to bind the PPOC Trust within the limitations set forth in this Trust Agreement, but shall for all purposes hereunder be acting in their respective capacities as PPOC Trustee, and not individually. The PPOC Trustee(s) may not take any action prohibited by the terms of the Plan or the Confirmation Order.

Section 1.06. No Reversion to Debtors or the Purchaser. In no event shall any part of the PPOC Trust's assets revert to or be distributed to any Debtor or the Purchaser.

Section 1.07. Relationship to the Plan. The principal purpose of this Trust Agreement is to aid in the implementation of the Governing Order and Filings and the Master PPOC TDP, and, therefore, this Trust Agreement incorporates the provisions thereof. To the extent that there is conflict between the provisions of this Trust Agreement, the provisions of the Governing Order and Filings, and the Master PPOC TDP, each document shall have controlling effect in the following rank order: (a) the Confirmation Order; (b) the Plan; (c) this Trust Agreement; and (d) the Master PPOC TDP. All PPOC Sub-Trust Documents shall be subject, to the extent applicable, to the PPOC Trust Documents.

Section 1.08. Incidents of Ownership. Except as otherwise provided in this Trust Agreement, the PPOC Sub-Trusts shall be the sole beneficiaries of the PPOC Trust, and the PPOC Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized in the Governing Order and Filings or the PPOC Trust Documents, including those powers set forth in this Trust Agreement.

ARTICLE II PPOC SUB-TRUSTS

Section 2.01. PPOC Claims.

(a) On the Effective Date, each Present Private Opioid Claim shall hereby be channeled to the applicable PPOC Sub-Trust in accordance with the Governing Order and Filings and the Master PPOC TDP.

(b) No party shall have any beneficial interests in the PPOC Trust other than as provided in Section 2.01(a).

(c) Notwithstanding anything to the contrary herein or otherwise, (i) none of the holders of State Opioid Claims, Tribal Opioid Claims, or Future PI Claims, nor any Co-Defendants, nor any distributor, manufacturer, or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids or Opioid Products shall be entitled to receive funds from the PPOC Trust or any applicable PPOC Sub-Trusts, and (ii) the ultimate right to receive any PPOC Trust Consideration on account of a Present Private Opioid Claim shall be subject to, and determined pursuant to, the PPOC Trust Documents and the PPOC Sub-Trust Documents.

Section 2.02. Disputed or Conflicting Claims or Demands. If any dispute arises with respect to a payment or Distribution on account of a PPOC Claim, the PPOC Trustee shall be entitled to elect to make no payment or Distribution with respect to such PPOC Claim subject to the resolution of such dispute and the PPOC Trustee shall promptly refer such dispute to the Bankruptcy Court; *provided* that any undisputed portion of such payment or Distribution shall not be deferred pending such resolution. In so doing, the PPOC Trustee shall not be or become liable to any party for its refusal to make such payment or Distribution. The PPOC Trustee shall be entitled to refuse to act until either (a) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or (b) all disputes have been resolved by a written agreement among all such parties and the PPOC Trustee, which agreement shall include a complete release of the PPOC Trust, the PPOC Trustee and any relevant representative thereof (the occurrence of the event described in either clause (a) or (b) in this Section 2.02 of this Trust Agreement being referred to as a “Dispute Resolution”). Promptly after a Dispute Resolution is reached, the PPOC Trustee shall transfer the payments and Distributions, if any, in accordance with the terms of such Dispute Resolution. The Bankruptcy Court shall have exclusive jurisdiction over any dispute under this Trust Agreement.

Section 2.03. Rights of PPOC Sub-Trusts. Each PPOC Sub-Trust shall be entitled to participate in the rights and benefits due to a PPOC Sub-Trust hereunder according to the terms of its PPOC Claim, as applicable. Other than as expressly set forth in this Trust Agreement, the PPOC Claims shall not have consent or voting rights or otherwise confer on the PPOC Sub-Trusts any rights similar to the rights of a shareholder of a corporation in respect of any actions taken or to be taken by the PPOC Trustee in connection with the PPOC Trust. Each applicable PPOC Claim is hereby declared and shall be in all respects personal property of the applicable PPOC Sub-Trust. Except as expressly provided hereunder, a PPOC Sub-Trust shall have no title to, right to, possession of, management of or control of the PPOC Trust or its assets or to any right to call for a partition or division of such assets or to require an accounting. The sole interest of each PPOC Sub-Trust shall be the rights and benefits given to such PPOC Sub-Trust under the PPOC Trust Documents and the Governing Order and Filings. For the avoidance of doubt, upon the payment in full in Cash of any Present Private Opioid Claim, following such Present Private Opioid Claim being channeled to the relevant PPOC Sub-Trust, the applicable PPOC Sub-Trust shall immediately cease to be entitled to the benefits of a PPOC Sub-Trust for all purposes under this Trust Agreement, and the PPOC Trustee shall owe no further fiduciary duties to the holder thereof.

Section 2.04. Nontransferability of PPOC Claims. The Present Private Opioid Claims shall be nontransferable and nonassignable.

Section 2.05. Limited Liability. To the fullest extent permitted by the Trust Act, no provision of the Governing Order and Filings or the PPOC Trust Documents, and no mere enumeration herein of the rights or privileges of any PPOC Sub-Trust, shall give rise to any liability of such PPOC Sub-Trust solely in its capacity as such, whether such liability is asserted by any Debtor, creditor, successor, representative, employee or equity interest holder of any Debtor, or by any other Person. The PPOC Sub-Trusts shall be deemed to receive the PPOC Claims from the PPOC Trust in accordance with the provisions of the Governing Order and Filings and the PPOC Trust Documents without further obligation or liability of any kind, but subject to the provisions of this Trust Agreement.

ARTICLE III POWERS AND TRUST ADMINISTRATION

Section 3.01. Powers of the PPOC Trustee.

(a) Pursuant to the terms of the Governing Order and Filings and the PPOC Trust Documents, the PPOC Trustee shall have all powers necessary to accomplish the purposes of the PPOC Trust in accordance with the PPOC Trust Documents and the Governing Order and Filings. The PPOC Trustee shall (i) have the power and authority to perform all functions on behalf of the PPOC Trust, (ii) be responsible for all decisions and duties with respect to the PPOC Trust and its assets, and (iii) in all circumstances, and at all times, act in a fiduciary capacity for the benefit of and in the best interests of the PPOC Sub-Trusts, in furtherance of the purposes of the PPOC Trust, and in accordance with the Governing Order and Filings and the PPOC Trust Documents.

(b) Without limiting, but subject to, the foregoing paragraph (a), and except as limited in the Governing Order and Filings, this Trust Agreement and by applicable law, the PPOC Trustee shall be expressly authorized to:

- (i) hold and maintain the PPOC Operating Reserve from Cash held or received by the PPOC Trust to the extent deemed necessary by the PPOC Trustee to satisfy and pay future PPOC Operating Expenses, and release funds from the PPOC Operating Reserve;
- (ii) delegate certain duties identified by it from time to time to the PPOC Trust's representatives;
- (iii) cooperate with the Purchaser Parent in connection with the tabulation of release documentation, and any related calculations contemplated by the Governing Order and Filings;
- (iv) enforce the applicable terms of the March 2023 Stipulation against the Purchaser;
- (v) make Distributions to PPOC Sub-Trusts in accordance with the Governing Order and Filings and this Trust Agreement;
- (vi) determine the timing of Distributions, to the extent permitted by the Governing Order and Filings and this Trust Agreement;

- (vii) prosecute any Claims or Causes of Action accruing to the PPOC Trust, elect not to pursue any such Claims or Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss or otherwise dispose of any such Claims or Causes of Action;
- (viii) retain PPOC Professionals to assist in performing their duties under the Governing Order and Filings and hereunder;
- (ix) prepare an operating budget for the PPOC Trust;
- (x) maintain the books, records and accounts of the PPOC Trust;
- (xi) invest Cash of the PPOC Trust only to the extent permitted hereunder;
- (xii) incur and pay reasonable and necessary PPOC Operating Expenses in connection with the performance of duties hereunder, including the reasonable fees and expenses of the PPOC Professionals;
- (xiii) administer the PPOC Trust's tax obligations, including, but not limited to, representing the interest and account of the PPOC Trust before any taxing authority in all matters including any claim, defense, action, suit, proceeding or audit;
- (xiv) in the case of the PPOC Trustee who is the "administrator" within the meaning of Treasury Regulations Section 1.468B-2(k)(3), perform the duties and functions contemplated in Section 6.01(a) of this Trust Agreement;
- (xv) negotiate, enter into and perform under an escrow agreement contemplated by the OCC Resolution Term Sheet under the heading "Trust Expenses," to the extent such concept is applicable in accordance with the terms of the OCC Resolution Term Sheet;
- (xvi) maintain appropriate liability insurance for the Indemnified Parties;
- (xvii) pay statutory fees; and
- (xviii) perform such other duties and functions that are consistent with the implementation of the Governing Order and Filings and the PPOC Trust Documents.

For purposes of this Trust Agreement, "PPOC Operating Expenses" means any and all costs, expenses, fees, taxes, disbursements, debts or obligations incurred from the operation and administration of the PPOC Trust, including in connection with the prosecution or settlement of any Claims or Causes of Action accruing to the PPOC Trust, working capital, all compensation, costs and fees of the PPOC Trustee and any professionals or advisors retained by the PPOC Trust, and any actual or potential indemnification obligations pursuant to Section 9.05 reasonably

expected by the PPOC Trustee, but excluding any amounts to be paid in respect of the PPOC Claims, all of which shall be paid from the PPOC Trust Consideration.

(c) The PPOC Trustee shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any asset, liability or responsibility of the PPOC Trust. Such legal actions and other proceedings shall be limited solely to those required for the purposes of satisfying the responsibilities of the PPOC Trust and maximizing the benefits to the PPOC Sub-Trusts and their respective beneficiaries. The PPOC Trust shall be responsible for the payment from the PPOC Trust Consideration of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the PPOC Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing.

(d) Except as otherwise provided in the PPOC Trust Documents, the PPOC Trustee shall not be required to obtain any order or approval of the Bankruptcy Court or account to the Bankruptcy Court, for the exercise of any right, power or privilege conferred hereunder.

Section 3.02. General Administration.

(a) The PPOC Trustee shall host a semi-annual call for the PPOC Sub-Trusts to answer questions of the PPOC Sub-Trusts relating to the PPOC Trust, and shall otherwise make themselves reasonably available to answer questions of the PPOC Sub-Trusts relating to the PPOC Trust's activities.

(b) The PPOC Trustee may, but shall not be required to, establish a publicly available website (the "PPOC Website") as soon as reasonably practicable after the Effective Date to aid in communicating information to the PPOC Sub-Trusts and holders of Present Private Opioid Claims and in making the activities of the PPOC Trust as transparent as possible.

Section 3.03. Master PPOC TDP. The Master PPOC TDP shall become effective and be automatically implemented according to its terms and the terms of the Governing Order and Filings upon the Effective Date, without any further order of the Bankruptcy Court or action by the PPOC Trustee or any other Person. In the event the PPOC Trustee disputes whether any claim channeled to the PPOC Trust constitutes a Present Private Opioid Claim, the PPOC Trustee shall refer such dispute to the Bankruptcy Court, which shall determine whether such claim is a Present Private Opioid Claim and, if such claim is a Present Private Opioid Claim, whether such Present Private Opioid Claim is channeled to a PPOC Sub-Trust or otherwise Disallowed and thereby discharged and released in accordance with the Master PPOC TDP.

ARTICLE IV DURATION AND TERMINATION OF THE PPOC TRUST

Section 4.01. Duration. The PPOC Trust was formed as of the execution and filing of a Certificate of Trust with the Delaware Secretary of State on [●], 2024 and its existence is intended to continue until such time as its Certificate of Trust has been cancelled by the filing of a certificate of cancellation in accordance with Section 4.03 of this Trust Agreement. The execution and filing of the PPOC Trust's Certificate of Trust with the Delaware Secretary of State is hereby ratified.

Section 4.02. Dissolution of the PPOC Trust. The PPOC Trust shall be dissolved and the PPOC Trustee and the Resident Trustee shall be discharged from their respective duties with respect to the PPOC Trust upon completion of their duties as set forth in the Governing Order and Filing and the PPOC Trust Documents, which, for the avoidance of doubt, shall be no earlier than the date on which (a) all assets held by the PPOC Trust, including any portion of the PPOC Trust Consideration, have been liquidated and (b) all payments and other Distributions required to be made from the PPOC Trust under the Governing Order and Filings and the PPOC Trust Documents have been made, unless dissolution on an earlier date is authorized pursuant to a Final Order of the Bankruptcy Court. Subject to the foregoing sentences, the PPOC Trust shall be dissolved at such time as the PPOC Trustee determines that the administration of any remaining assets of the PPOC Trust are not likely to yield sufficient additional proceeds to justify further pursuit. In the event of the dissolution of the PPOC Trust, the enforceability, efficacy, scope and terms of the Non-GUC Releases granted (or deemed to have been granted in accordance with the Plan) shall be unaffected.

Section 4.03. Continuance of PPOC Trust for Winding Up. After the dissolution of the PPOC Trust and solely for the purpose of liquidating and winding up the affairs of the PPOC Trust, the PPOC Trustee shall continue to act as such until their duties have been fully performed. As soon as practicable after the PPOC Trustee exhausts substantially all of the assets of the PPOC Trust, the PPOC Trustee shall, at the expense of the PPOC Trust, (a) provide for the retention and storage of the PPOC Trust's books and records until such time as all such books and records are no longer required to be retained under applicable law; (b) file a certificate with the Bankruptcy Court informing such court of the location at which such books and records are being stored and stating that the assets of the PPOC Trust have been exhausted and that final Distributions of Cash have been made pursuant to the Governing Order and Filings and the PPOC Trust Documents, (c) notify the PPOC Sub-Trusts that the PPOC Trustee has exhausted substantially all of the assets of the PPOC Trust, and (d) file a certificate of cancellation with the Secretary of State of the State of Delaware to terminate the PPOC Trust. Upon the taking of such actions in the preceding sentence, the PPOC Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the PPOC Trust or payments to be made in connection therewith. Notice of dissolution of the PPOC Trust and the filing of a Certificate of Cancellation shall be given to the Resident Trustee promptly following filing. For the avoidance of doubt, the dissolution of the PPOC shall not affect the enforceability, efficacy, scope or terms of the Non-GUC Releases granted (or deemed to have been granted in accordance with the Plan).

ARTICLE V ACCOUNTS, INVESTMENTS AND PAYMENTS

Section 5.01. Accounts. The PPOC Trustee may, from time to time, create such accounts and reserves within or in the name of the PPOC Trust as they may deem necessary, prudent or useful in order to discharge their duties hereunder and may, with respect to any such accounts or reserves, restrict the use of monies therein, and the earnings or accretions thereto (the "Trust Subaccounts"). Any such Trust Subaccounts established by the PPOC Trustee shall be held as PPOC Trust assets and are not intended to be subject to separate entity tax treatment as "disputed claims reserves" within the meaning of the IRC or Treasury Regulations, "disputed ownership funds" within the meaning of the IRC or Treasury Regulations, or otherwise.

Section 5.02. PPOC Operating Reserve. On and after the Effective Date, the PPOC Operating Reserve shall be held in a single segregated account administered by the PPOC Trustee to pay any and all PPOC Operating Expenses. On the Effective Date, or as promptly as practicable thereafter, the PPOC Trustee shall establish and fund the PPOC Operating Reserve from a portion of the PPOC Trust Installment Payment, or from the proceeds funded by the payment resulting from the exercise of the PP Prepayment Option, received on, or promptly following the Effective Date, in an amount determined by the PPOC Trustee as necessary to satisfy and pay estimated future PPOC Operating Expenses, and to be held and maintained by the PPOC Trustee. All PPOC Operating Expenses shall be satisfied and paid from the PPOC Operating Reserve. Periodically, until the dissolution of the PPOC Trust, the PPOC Trustee shall replenish the PPOC Operating Reserve from Cash held or received by the PPOC Trust to the extent deemed necessary by the PPOC Trustee to satisfy and pay estimated future PPOC Operating Expenses.

Section 5.03. Investments.

(a) Investment of monies held in the PPOC Trust shall comply with the guidelines set forth in Exhibit C to this Trust Agreement.

(b) The foregoing paragraph (a) shall not apply to securities, instruments or other assets received, or obtained as proceeds solely to the extent approved with the unanimous consent of the PPOC Trustee.

Section 5.04. Source of Payments. All PPOC Trust expenses and payments shall be payable solely out of the assets of the PPOC Trust (including the PPOC Trust Consideration). None of the Debtors, the Purchaser, any other Post-Emergence Entity, the PPOC Trustee, any PPOC Trust representative, officer, employee or professional nor any other Released Party shall be liable for the payment of any PPOC Trust expense or payment or any other liability of the PPOC Trust, except to the extent provided herein, or in the Governing Order and Filings.

ARTICLE VI
TAX MATTERS

Section 6.01. U.S. Federal Income Tax Treatment.

(a) The PPOC Trust is intended to be treated as a “qualified settlement fund” within the meaning of Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the IRC (a “QSF” and, such Treasury Regulations, the “QSF Regulations”), and, to such extent, the PPOC Trust Consideration is intended to be treated as amounts transferred to a QSF by, or on behalf of, a “transferor” within the meaning of the QSF Regulations to resolve or satisfy a liability for which the QSF is established (the “Intended Tax Treatment”). The PPOC trust shall be reported in a manner that is consistent with the Intended Tax Treatment for U.S. federal tax purposes and, to the extent applicable, for state and local tax purposes, in each case, to the extent permitted by applicable law. Solely for U.S. federal income tax purposes, to the extent the PPOC Trust does not meet the requirements of Treasury Regulations Section 1.468B-1(c)(1) and -1(c)(3), the PPOC Trust Consideration shall be treated as owned by the “transferor” within the meaning of the QSF Regulations pursuant to Treasury Regulations Section 1.468B-1(j)(1), provided, further, however, that the PPOC Trust and any PPOC Sub-Trusts shall be implemented with the objective

of maximizing tax efficiency to the Prepetition First Lien Secured Parties, the Post-Emergence Entities (including with respect to the availability, location, and timing of tax deductions), the PPOC Trust, any PPOC Sub-Trusts, and the holders of Present Private Opioid Claims. To the extent that there is a tax savings for the benefit of the PPOC Trust because the PPOC Trust is not a QSF and, contrary to the Intended Tax Treatment, the Purchaser is treated as owning the PPOC Trust Consideration for U.S. federal income tax purposes (pursuant to Treasury Regulations Section 1.468B-1(j)(1)), as determined by the PPOC Trust, upon a reasonable request setting forth in reasonable detail the amount of such tax savings, to the extent of available cash in the PPOC Trust the Purchaser shall be entitled to receive from the PPOC Trust an amount equal to such tax savings. All parties (including the Debtors (if and to the extent applicable and as and to the extent provided in the March 2023 Stipulation), the PPOC Trust, the PPOC Trustee, the Purchaser and the PPOC Sub-Trusts) shall report the transactions memorialized herein consistently with the foregoing and with the Intended Tax Treatment. The parties agree to treat the implementation of the Trust Agreement consistent with the foregoing and with the Intended Tax Treatment to the extent permitted by applicable law, provided, however, that to the extent the PPOC Trust Consideration is paid by, or on behalf of, an Irish or other entity that is created, organized or resident in a jurisdiction outside the United States (a “Non-U.S. Payor”) to the PPOC Trust or, if applicable, the PPOC Sub-Trusts, the structuring, implementation and tax reporting with the objective of maximizing tax efficiency to the Prepetition First Lien Secured Parties or the Purchaser shall be exclusively at the expense of the Purchaser. To the extent the Purchaser elects for the PPOC Trust Consideration to be paid to the PPOC Trust by a Non-U.S. Payor the Purchaser shall bear any non-U.S. income, withholding, stamp, transfer or any other taxes imposed by such jurisdiction on the payment of PPOC Trust Consideration to the PPOC Trust (and such taxes shall not reduce the amount actually paid to the PPOC Trust), and to the extent that the PPOC Trust is disregarded for such non-U.S. tax purposes, the PPOC Sub-Trusts, and, without duplication, any non-U.S. tax reporting costs incurred by the PPOC Trust, or if applicable, the PPOC Sub-Trusts, that would not have been incurred but for the use of a Non-U.S. Payor.

(b) A PPOC Trustee, as determined by a majority vote of the PPOC Trustees, as applicable, shall be the “administrator,” within the meaning of Treasury Regulations section 1.468B-2(k)(3), of the PPOC Trust. The administrator of the PPOC Trust shall be responsible for (i) preparing and filing, or causing to be prepared and filed, all tax returns of the PPOC Trust and the payment, out of the assets of the PPOC Trust, of any taxes due by or imposed on the PPOC Trust and (ii) complying with all applicable tax reporting and withholding obligations. The PPOC Trustee shall be responsible for causing the PPOC Trust to satisfy all requirements necessary to qualify and maintain qualification of the PPOC Trust as a qualified settlement fund within the meaning of the QSF Regulations, and shall take no action that could cause the PPOC Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations. The PPOC Trustee may request an expedited determination under Section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the PPOC Trust for all taxable periods through the dissolution of the PPOC Trust.

(c) Subject to Section 6.01(a) of this Trust Agreement, following the Effective Date, the PPOC Trustee shall be responsible for all of the PPOC Trust’s tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The PPOC Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the PPOC Trust that is required by

any governmental unit and be responsible for payment, out of the PPOC Operating Reserve, of any taxes imposed on the PPOC Trust or its assets.

Section 6.02. Tax Withholdings. The administrator of the PPOC Trust shall withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the IRC or any provision of any non-U.S., state, or local tax law with respect to any payment or Distribution to the PPOC Sub-Trusts. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such PPOC Sub-Trusts for all purposes of this Trust Agreement. The PPOC Trustee shall be authorized to collect such tax information from the PPOC Sub-Trusts (including tax identification numbers) as in their sole discretion the PPOC Trustee deems necessary to effectuate the Governing Order and Filings and this Trust Agreement. In order to receive Distributions, all PPOC Sub-Trusts shall be required to provide tax information to the PPOC Trustee to the extent the PPOC Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the PPOC Trustee for these purposes. The PPOC Trustee may refuse to make a payment or Distribution to a PPOC Sub-Trust that fails to furnish such information in a timely fashion, and until such information is delivered may treat such PPOC Sub-Trust's Claim, as applicable, as disputed; *provided, however*, that, upon the delivery of such information by a PPOC Sub-Trust, the PPOC Trustee shall make such payment or Distribution to which such PPOC Sub-Trust is entitled, without additional interest occasioned by such PPOC Sub-Trust's delay in providing tax information. Notwithstanding the foregoing, if a PPOC Sub-Trust fails to furnish any tax information reasonably requested by the PPOC Trustee before the date that is three hundred sixty-five (365) calendar days after the request is made or, if earlier, the date on which the PPOC Trust is terminated in accordance with Article IV of this Trust Agreement, the amount of such payment or Distribution shall irrevocably revert to the PPOC Trust, and any Present Private Opioid Claim with respect to such Distribution shall be discharged and forever barred from assertion against the PPOC Trust or its property. For the avoidance of doubt, in the event such payment or Distribution irrevocably reverts to the PPOC Trust and any PPOC Claim is discharged in accordance with this Section 6.02, the Non-GUC Releases granted (or deemed to have been granted by the holder of such PPOC Claim in accordance with the Plan) shall remain in full force and effect.

ARTICLE VII DISTRIBUTIONS

Section 7.01. Distributions.

(a) The PPOC Trustee shall make Distributions on behalf of the PPOC Trust in accordance with the Governing Order and Filings and the PPOC Trust Documents.

(b) In accordance with the Master PPOC TDP, on the Effective Date, or as soon thereafter as reasonably practicable, the PPOC Trust shall make the Distribution of the PPOC Claims and the applicable amounts of any PPOC Trust Installment Payment received on the Effective Date or any amount received in respect of the PP Prepayment Option on the Effective Date to the PPOC Sub-Trusts, in each case, net of any amount funded to the PPOC Operating Reserve pursuant to Section 5.02.

(c) Following the Distribution contemplated by the immediately preceding Section 7.01(b), the PPOC Trustee shall make Distributions as follows in accordance with the Master PPOC TDP, net of any amount funded to the PPOC Operating Reserve pursuant to Section 5.02, if the Purchaser has not made a payment in respect of the PP Prepayment Option prior to the relevant date:

- (i) on the first anniversary of the Effective Date, or as soon thereafter as reasonably practicable, Distribution to the PPOC Sub-Trusts of any PPOC Trust Installment Payment received that was due on such date; and
- (ii) on the second anniversary of the Effective Date, or as soon thereafter as reasonably practicable, Distribution to the PPOC Sub-Trusts of any PPOC Trust Installment Payment received that was due on such date.

(d) The Purchaser hereby acknowledges and agrees that it shall be bound by, and the PPOC Trust shall be entitled to enforce against the Purchaser, *inter alia*, the covenants of the Purchaser set forth in the Governing Order and Filings for the benefit of the PPOC Trust as if set forth herein in full, including, without limitation, solely until such time as the Purchaser has funded the full amount of the PPOC Trust Consideration required to be funded to the PPOC Trust pursuant to the Governing Order and Filings (whether pursuant to the PP Prepayment Option or otherwise), (i) the obligations of the Purchaser to pay the PPOC Trust Consideration to the PPOC Trust, including the PPOC Trust Installment Payments, the PP Prepayment Option (to the extent exercised by the Purchaser), the obligation of the Purchaser to make a Change of Control Payment (or provide for the assumption of the obligation to make the PPOC Trust Installment Payments by a Qualified Successor), and associated interest obligations, and (ii) the obligations of the Purchaser set out in Sections 5.20(c)(i) and 6.7(i) of the Plan.

(e) Solely until such time as the Purchaser has funded the full amount of the PPOC Trust Consideration required to be funded to the PPOC Trust pursuant to the Governing Order and Filings (whether pursuant to the PP Prepayment Option or otherwise), (i) any reporting or informational materials required to be delivered to lenders to the Purchaser and its Affiliates pursuant to the terms of indebtedness incurred by them at around the Effective Date (“Purchaser Indebtedness Documents”) shall also be required to be contemporaneously delivered to the PPOC Trust in the same form, and (ii) any other inquiry or information rights granted to lenders to the Purchaser and its Affiliates pursuant to any of the Purchaser Indebtedness Documents are hereby granted to the PPOC Trust on the same terms. For the avoidance of doubt, any subsequent amendment to any of the Purchaser Indebtedness Documents that adversely affects any of the rights described in the preceding sentence shall be disregarded for purposes of this Section 7.01(e).

(f) Notwithstanding anything to the contrary herein or otherwise, Purchaser hereby acknowledges and agrees that any proposed adjustments to allocations to any PPOC Sub-Trusts contemplated in the Plan or otherwise in connection with an accounting of the number of Present Private Opioid Claims channeled to, electing to participate in, or releases granted by the holders thereof, in respect of any PPOC Sub-Trust (including under the heading “Allocation, Participation Procedure, and Over Funding of the PPOC Trust”) shall not be applicable.

(g) In the event any amount is received by the PPOC Trust from the Purchaser pursuant to (i) the PP Prepayment Option, (ii) any Change of Control Payment, or (iii) any payment pursuant to the Purchaser's obligations set out in Section 5.20(c)(2) through (5) of the Plan, such amounts, net of any amount funded to the PPOC Operating Reserve pursuant to Section 5.02, shall be further distributed to the PPOC Sub-Trusts as promptly as practicable, in accordance with the Master PPOC TDP. The PPOC Trustee shall not make any Distributions to PPOC Sub-Trusts, other than as provided in the foregoing paragraphs (b), (c) and (d). The PPOC Trust and PPOC Trustee acknowledge and agree that the rights and obligations of the Purchaser have been agreed to by the Purchaser based on its sole discretion and will be exercisable by the Purchaser on or after the Effective Date to the extent contemplated herein.

(h) In the event the PPOC Trust receives payment in full from the Purchaser in respect of the PP Prepayment Option, the obligations of the Purchaser arising hereunder with respect to the payment of the PPOC Trust Consideration, including without limitation those obligations specified in Sections 1.03(a) and 1.03(c) hereof, will be deemed fully and finally satisfied.

(i) All Distributions made by the PPOC Trustee to any PPOC Sub-Trusts shall become the property of such PPOC Sub-Trusts, free and clear of all Claims, Liens, interests or other recourse or encumbrances, and shall not be subject to attachment, disgorgement or recoupment by any Person.

Section 7.02. Distribution Dates.

(a) The initial Distribution from the PPOC Trust to the PPOC Sub-Trusts shall be paid on the Effective Date or as soon as reasonably practicable thereafter.

(b) Unless the Purchaser elects the PP Prepayment Option and the proceeds thereof have already been distributed to the PPOC Sub-Trusts in accordance with Section 7.01(g), the second Distribution from the PPOC Trust to the PPOC Sub-Trusts shall be paid on the one-year anniversary of the Effective Date or as soon as reasonably practicable thereafter.

(c) Unless the Purchaser elects the PP Prepayment Option and the proceeds thereof have already been distributed to the PPOC Sub-Trusts in accordance with Section 7.01(g), the third Distribution from the PPOC Trust to the PPOC Sub-Trusts shall be paid on the two-year anniversary of the Effective Date or as soon as reasonably practicable thereafter.

(d) There shall be a Distribution from the PPOC Trust to the PPOC Sub-Trusts on a date that is not more than ten (10) business days after receipt by the PPOC Trust of any payment referenced in Section 7.01(g).

ARTICLE VIII PPOC TRUSTEE AND RESIDENT TRUSTEE

Section 8.01. The PPOC Trustee.

(a) There shall be initially be one (1) PPOC Trustee. The initial PPOC Trustee shall be [●]. The PPOC Trustee, solely with the consent of each PPOC-Sub Trust, may increase the number of PPOC Trustees (to not more than five (5)) and select appointees to fill any newly created

positions on the PPOC Trust Board. References herein to the “PPOC Trustee” or “PPOC Trustees” shall refer to the individual or individuals serving as the PPOC Trustee(s) solely in their respective capacities as trustees hereunder.

(b) Unless otherwise provided herein, any act of the PPOC Trust shall require the approval of the sole PPOC Trustee, or, if the number of PPOC Trustees exceeds one, approval by the affirmative vote of a majority of the PPOC Trustees.

(c) No PPOC Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section 8.02. Term of Service of the PPOC Trustee.

(a) Each PPOC Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 8.02(b) hereof, (iii) his or her removal pursuant to Section 8.02(c) hereof and (iv) such PPOC Trustee complying with his or her obligations pursuant to Section 4.03 following the dissolution of the PPOC Trust pursuant to Section 4.02 hereof.

(b) A PPOC Trustee may resign from the PPOC Trust by giving not less than sixty (60) days’ prior written notice thereof to each of the other PPOC Trustees, the Resident Trustee and the Purchaser. Such resignation shall become effective on the later to occur of (i) the date specified in such written notice, (ii) the effective date of the appointment of a successor PPOC Trustee in accordance with Section 8.03(a) of this Trust Agreement and such successor’s acceptance of such appointment in accordance with Section 8.03(b) of this Trust Agreement and (iii) if such PPOC Trustee is the last PPOC Trustee then in office, the appointment of a successor by the Bankruptcy Court and the acceptance by such successor of such appointment. If a successor PPOC Trustee is not appointed or does not accept its appointment within ninety (90) days following delivery of notice of resignation of the last PPOC Trustee in office, then such PPOC Trustee may petition the Bankruptcy Court for the appointment of a successor PPOC Trustee. With respect to any other PPOC Trustee’s resignation, such resignation shall be effective whether or not a successor has been appointed by the effective date of the resigning PPOC Trustee’s resignation.

(c) A PPOC Trustee may be removed either (i) upon the unanimous consent of each PPOC Sub-Trust, upon each such PPOC Sub-Trust’s good-faith determination that such PPOC Trustee is unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause or (ii) in connection with any dispute raised by any PPOC Sub-Trusts in accordance with Section 8.02(c) below. Any removal of any PPOC Trustee shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

(d) To the extent there are any disputes raised by any PPOC Sub-Trusts regarding the operation of the PPOC Trust or the actions of the PPOC Trustee, (i) any PPOC Sub-Trusts shall have the right to seek resolution by the Bankruptcy Court of such a dispute, including seeking to enjoin any disputed action by the PPOC Trust, and the PPOC Trustee and all PPOC Sub-Trusts shall have the right to be heard with regard to any such dispute, including by filing objections, declarations, statements in support or other pleadings (including with supporting evidence) or providing witness testimony at any hearing and (ii) the Bankruptcy Court shall have exclusive

jurisdiction to hear and resolve any such disputes, and shall be authorized to order appropriate relief (subject to the provisions of this Trust Agreement and make a determination in an expedited manner, and in all events, shall make such a decision within thirty (30) days from the request for relief).

(e) The death, resignation or removal of a PPOC Trustee shall not operate to terminate the PPOC Trust or to revoke any existing agency created pursuant to the terms of the Governing Order and Filings and the PPOC Trust Documents, or invalidate any action theretofore taken by such PPOC Trustee. All fees and expenses properly incurred by a PPOC Trustee prior to the death, resignation or removal of such PPOC Trustee shall be paid from the PPOC Operating Reserve, unless such fees and expenses are disputed, in which case the Bankruptcy Court shall resolve the dispute and any disputed fees and expenses of the predecessor PPOC Trustee that are subsequently allowed by the Bankruptcy Court shall be paid from the PPOC Operating Reserve. In the event of the resignation or removal of a PPOC Trustee, such PPOC Trustee shall (i) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the remaining PPOC Trustee or the successor PPOC Trustee or directed by the Bankruptcy Court to effect the termination of such PPOC Trustee's capacity under this Trust Agreement, (ii) promptly deliver to the remaining PPOC Trustee and the successor PPOC Trustee all documents, instruments, records and other writings related to the PPOC Trust as may be in the possession of such PPOC Trustee, and (iii) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor PPOC Trustee.

Section 8.03. Appointment of Successor PPOC Trustee.

(a) In the event of the death, resignation or removal of a PPOC Trustee, a vacancy shall be deemed to exist and a successor shall be appointed by consent of a majority of the PPOC Sub-Trusts (with each PPOC Sub-Trust voting as a single unit), subject to the approval of the Bankruptcy Court; *provided, however*, that the person or entity seeking approval of such appointment shall provide the Purchaser three (3) days' advance written notice prior to seeking appointment of the successor PPOC Trustee. Such appointment shall specify the date on which such appointment shall be effective.

(b) Any successor PPOC Trustee appointed in accordance with this Trust Agreement shall execute an instrument accepting its appointment and shall deliver a counterpart thereof to the Bankruptcy Court for filing and, in case of a PPOC Trustee's resignation, to the resigning PPOC Trustee. Thereupon, such successor PPOC Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the PPOC Trust. The resigning or removed PPOC Trustee shall duly assign, transfer and deliver to such successor PPOC Trustee all property and money held by such resigning or removed PPOC Trustee hereunder and shall, as directed by the Bankruptcy Court or reasonably requested by such successor PPOC Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor PPOC Trustee upon the trusts herein expressed, all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed PPOC Trustee.

Section 8.04. Independence of the PPOC Trustee.

(a) The PPOC Trustee shall be, at the time of appointment and at all times during the term of service, disinterested and independent.

(b) From and after the Effective Date, no PPOC Trustee shall hold a financial interest in, act as a representative, attorney, consultant or agent for or serve as any other professional for the Debtors, their Affiliates, the GUC Trust or any PPOC Sub-Trust (other than, for the avoidance of doubt, the PPOC Trust). No PPOC Trustee shall act as an attorney for, or otherwise represent, any Person who holds a Claim in the Chapter 11 Cases. For the avoidance of doubt, this provision shall not apply to the Resident Trustee.

Section 8.05. Obligations of the PPOC Fiduciaries. The PPOC Trustee shall take into account the interests of, and owe fiduciary duties to, each of the PPOC Sub-Trusts in making all decisions on behalf of the PPOC Trust. In furtherance of the foregoing, (a) in the event the Purchaser fails to make any payment of PPOC Trust Consideration contemplated to be due and payable pursuant to the Governing Order and Filings, the PPOC Trustee will take into account the remaining rights of the holders of Present Private Opioid Claims in formulating and exercising appropriate remedies, but shall in all events, to the extent there are obligations remaining to the PPOC Sub-Trusts upon such default, seek to utilize all other available sources of assets to pay all outstanding amounts owed to the holders of Present Private Opioid Claims then-due or to be paid in the future until such outstanding amounts have been paid in full, and (b) the PPOC Trust shall provide no less than ten (10) business days' advance written notice (unless urgent circumstances require less notice) to each PPOC Sub-Trust of any material action proposed to be taken in respect of such payments, including the commencement or settlement of any litigation.

Section 8.06. Compensation and Expenses of the PPOC Trustee and PPOC Professionals. The PPOC Trustee shall be entitled to reasonable compensation and the reimbursement of reasonable out-of-pocket expenses (in each case, solely payable from the PPOC Trust Consideration) and to retain and reasonably compensate counsel, agents, advisors, consultants and other professionals (the "PPOC Professionals") to assist in the duties of the PPOC Trust on such terms as the PPOC Trustee deems appropriate, without the approval of any court. The initial compensation of the initial PPOC Trustee shall be \$[●] per annum. The annual compensation of the PPOC Trustee may be increased each year after the first anniversary of the Effective Date, provided, however, that such annual increase shall not exceed the greater of 3% or the percentage equal to the most recently announced Social Security Administration cost-of-living adjustment. The payment of the fees and expenses of the PPOC Trustee and PPOC Professionals shall be made from the PPOC Operating Reserve in the ordinary course of business and shall not be subject to the approval of any court; *provided* that any disputes related to such fees and expenses shall be brought before the Bankruptcy Court.

Section 8.07. PPOC Trustee Meetings.

(a) Regular Meetings. The PPOC Trustee shall hold regular meetings not less than quarterly, which may be held without notice at such times and at such places as may be determined from time to time by the PPOC Trustee.

(b) Special Meetings. Special meetings of the PPOC Trustees may be called by the PPOC Trustee by giving written notice to each other PPOC Trustee, if any, not less than one (1)

business day prior to the date of the meeting. Any such notice shall include the time, place and purpose of the meeting, given to the PPOC Trustees by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to each PPOC Trustee at the PPOC Trustee's address as shown upon the records of the PPOC Trust or as may have been given to PPOC Trustee by the PPOC Trustee for purposes of notice. If a PPOC Trustee's address is not shown on such records or is not readily ascertainable, notice to the PPOC Trustee may be given care of the principal office of the PPOC Trust. Notice by overnight courier shall be deemed to have been given one (1) business day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) Action and Quorum. In all matters pertaining to the affairs of the PPOC Trust, if there is more than one PPOC Trustee in office, the PPOC Trustees shall act by a vote of a majority of the number of PPOC Trustees then in office, which such majority shall constitute a quorum of the PPOC Trustees for the transaction of business, except to adjourn as provided in Section 8.07(f); *provided* that if there is only one PPOC Trustee, such PPOC Trustee shall constitute a quorum for the transaction of business and may act to bind the PPOC Trust.

(d) Participation in Meetings by Telephone Conference. A PPOC Trustee may participate in a meeting of the PPOC Trustees by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all PPOC Trustees participating in such meeting can hear one another. Participation by a PPOC Trustee in a meeting pursuant to this Section 8.07(d) shall constitute presence in person at such meeting.

(e) Waiver of Notice. Notice of a meeting need not be given to any PPOC Trustee who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the PPOC Trust's records or made a part of the minutes of the meeting. Attendance at a meeting by a PPOC Trustee shall constitute a waiver of notice of such meeting except when a PPOC Trustee attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any PPOC Trustee meeting need be specified in any waiver of notice.

(f) Adjournment. A majority of the PPOC Trustees present, whether or not a quorum exists, may adjourn any PPOC Trustee meeting to another time and place.

(g) Action by Unanimous Written Consent. Any action required or permitted to be taken at any meeting of the PPOC Trustee may be taken without a meeting, if all PPOC Trustees then in office consent thereto in writing or by Electronic Transmission (as defined herein), which writing may be executed in one or more counterparts, and the writing or Electronic Transmission are filed with the meeting minutes of the PPOC Trustee. For purposes of this Trust Agreement, "Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 8.08. Resident Trustee.

(a) The Resident Trustee⁴ has been appointed and by execution of this Trust Agreement, agrees to serve as a trustee of the PPOC Trust solely for the purpose of complying with the requirement of Section 3807(a) of the Trust Act that the PPOC Trust have one trustee, which, in the case of a natural person, is a resident of the State of Delaware, or which in all other cases, has its principal place of business in the State of Delaware. The duties and responsibilities of the Resident Trustee shall be limited solely to (i) accepting legal process served on the PPOC Trust in the State of Delaware, (ii) the execution of any certificates required to be filed with the office of the Delaware Secretary of State that the Resident Trustee is required to execute under Section 3811 of the Trust Act, and (iii) any other duties specifically allocated to the Resident Trustee in this Trust Agreement. Except as provided in the foregoing sentence, the Resident Trustee shall have no management responsibilities or owe any fiduciary duties to the PPOC Trust, the PPOC Trustee, or the PPOC Sub-Trusts. To the extent that, at law or in equity, the Resident Trustee has duties (including fiduciary duties) and liabilities relating to the PPOC Trust or the PPOC Sub-Trusts, such duties and liabilities are eliminated to the fullest extent permitted by applicable law, including Section 3806 of the Trust Act, and are replaced entirely by the duties and liabilities of the Resident Trustee as expressly set forth in this Section 8.08.

(b) Except as otherwise expressly required by Section 8.08(a) of this Trust Agreement, the Resident Trustee shall not have any duty or liability with respect to the administration of the PPOC Trust, the investment of the assets of the PPOC Trust or the Distribution of the PPOC Trust Consideration to the PPOC Sub-Trusts, and no such duties shall be implied. The Resident Trustee shall not be liable for the acts or omissions of the PPOC Trustee, nor shall the Resident Trustee be liable for supervising or monitoring the performance of the duties and obligations of the PPOC Trustee and PPOC Professionals under this Trust Agreement, except as expressly required by Section 8.08(a) of this Trust Agreement. The Resident Trustee shall not be obligated to give any bond or other security for the performance of any of its duties hereunder. The Resident Trustee shall not be personally liable under any circumstances, except for its own willful misconduct, bad faith, or gross negligence. Without limiting the foregoing:

- (i) the Resident Trustee shall not be personally liable for any error of judgment made in good faith, except to the extent such error of judgment constitutes willful misconduct, bad faith or gross negligence;
- (ii) no provision of this Trust Agreement shall require the Resident Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or powers hereunder if the Resident Trustee has reasonable grounds to believe that the payment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

⁴ The Resident Trustee may also be referred to as the “Delaware Trustee” in certain other PPOC Trust Documents or PPOC Sub-Trust Documents.

- (iii) the Resident Trustee shall not be personally liable for the validity or sufficiency of this Trust Agreement or for the due execution of this Trust Agreement by the other parties to this Trust Agreement;
- (iv) the Resident Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect;
- (v) the Resident Trustee may request the PPOC Trustee to provide a certificate with regard to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, or to provide written instructions and such certificate or instructions shall constitute full protection to the Resident Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon;
- (vi) in the exercise or administration of the PPOC Trust hereunder, the Resident Trustee (A) may act directly or through agents or attorneys pursuant to agreements entered into with any of them and (B) may consult with nationally recognized counsel selected by it in good faith and with due care and employed by it, and it shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel;
- (vii) the Resident Trustee acts solely as Resident Trustee hereunder and not in its individual capacity, and all persons having any claim against the Resident Trustee by reason of the transactions contemplated by this Trust Agreement shall look only to the assets of the PPOC Trust for payment or satisfaction thereof;
- (viii) the Resident Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Resident Trustee; and
- (ix) the Resident Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(c) The Resident Trustee shall be entitled to receive compensation solely payable out of the assets of the PPOC Operating Reserve for the services that the Resident Trustee performs in accordance with this Trust Agreement in accordance with such fee schedules as shall be agreed from time to time by the Resident Trustee and the PPOC Trustee. The Resident Trustee may also consult with counsel (who may be counsel for the PPOC Trust or for the Resident Trustee) with respect to those matters that relate to the Resident Trustee's role as the Delaware resident trustee of the PPOC Trust, and the reasonable legal fees incurred in connection with such consultation shall be reimbursed solely out of the PPOC Operating Reserve to the Resident Trustee pursuant to this Section 8.08(c) on terms acceptable to the PPOC Trustee; *provided* that no such fees shall be reimbursed to the extent that they are incurred as a result of the Resident Trustee's gross negligence, bad faith or willful misconduct.

(d) The Resident Trustee shall serve for the duration of the PPOC Trust or until the earlier of (i) the effective date of the Resident Trustee's resignation, or (ii) the effective date of the removal of the Resident Trustee. The Resident Trustee may resign at any time by giving thirty (30) days' written notice to the PPOC Trustee and the Purchaser; *provided, however*, that such resignation shall not be effective until such time as a successor Resident Trustee has accepted appointment. The Resident Trustee may be removed at any time by the PPOC Trustee by providing thirty (30) days' written notice to the Resident Trustee and the Purchaser; *provided, however*, such removal shall not be effective until such time as a successor Resident Trustee has accepted appointment. Upon the resignation or removal of the Resident Trustee, the PPOC Trustee shall, after providing three (3) days' advance written notice to the Purchaser, appoint a successor Resident Trustee. If no successor Resident Trustee shall have been appointed and shall have accepted such appointment within forty-five (45) days after the giving of such notice of resignation or removal, the Resident Trustee may petition the Bankruptcy Court for the appointment of a successor Resident Trustee; *provided* that the Resident Trustee shall provide the Purchaser with three (3) days' advance written notice before making any such petition. Any successor Resident Trustee appointed pursuant to this Section 8.08(d) of this Trust Agreement shall be eligible to act in such capacity in accordance with this Trust Agreement and, following compliance with this Section 8.08(d) of this Trust Agreement, shall become fully vested with the rights, powers, duties, and obligations of its predecessor under this Trust Agreement, with like effect as if originally named as Resident Trustee. Any such successor Resident Trustee shall notify the Resident Trustee and the Purchaser of its appointment by providing written notice to the Resident Trustee, and upon receipt of such notice, the Resident Trustee shall be discharged of its duties herein. The successor Resident Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the PPOC Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Resident Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Resident Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Resident Trustee, shall be the successor of the Resident Trustee, without the execution or filing of any paper or any further act on the part of any of the parties hereto or any other person or entity.

ARTICLE IX
RELIANCE, LIABILITY AND INDEMNIFICATION

Section 9.01. Reliance by the PPOC Trustee. Except as otherwise provided in the Governing Order and Filings or the PPOC Trust Documents, each PPOC Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by such PPOC Trustee to be genuine and to have been signed or presented by the proper party or parties having relevant authority or expertise.

Section 9.02. Nonliability of PPOC Trustee and Trust Professionals. Except as provided herein, and to the fullest extent provided under the Trust Act, nothing contained in the Governing Order and Filings or the PPOC Trust Documents shall be deemed to be an assumption by the PPOC Trustee or the Indemnified Trust Professionals (as defined herein) of any of the liabilities, obligations or duties of the Debtors or the Purchaser or shall be deemed to be or contain a covenant or agreement by the PPOC Trustee or the Indemnified Trust Professionals to assume or accept any such liability, obligation or duty. Any successor PPOC Trustee or newly retained Indemnified Trust Professional may accept and rely upon any accounting made by or on behalf of any predecessor PPOC Trustee or Indemnified Trust Professional hereunder, and any statement or representation made as to the assets of the PPOC Trust or as to any other fact bearing upon the prior administration of the PPOC Trust, so long as it has a good faith basis to do so. The PPOC Trustee and the Indemnified Trust Professionals shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. Any successor PPOC Trustee or newly retained Indemnified Trust Professional shall not be liable for any act or omission of any predecessor PPOC Trustee or Indemnified Trust Professional, nor have a duty to enforce any claims against any predecessor PPOC Trustee or Indemnified Trust Professional on account of any such act or omission. No provision of this Trust Agreement shall require the PPOC Trustee or any Indemnified Trust Professionals to expend or risk his or her personal funds or otherwise incur any financial liability in the performance of his or her rights or powers hereunder if the PPOC Trustee or Indemnified Trust Professional has reasonable grounds to believe that the payment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to him or her. For purposes of this Trust Agreement, “Indemnified Trust Professional” shall mean (i) any PPOC Professional or (ii) a Designated Indemnatee. For the avoidance of doubt, “Indemnified Trust Professional” shall not include any outside counsel to any PPOC Trustee, the Resident Trustee or the PPOC Trust unless such outside counsel is a “Designated Indemnatee.” As used herein, the term “Designated Indemnatee” shall mean any counsel (including any outside counsel) designated by action of the PPOC Trustee as a Designated Indemnatee. The PPOC Trustee may delegate to any PPOC Trustee its authority to designate individuals as Designated Indemnitees subject to any such limitations as the PPOC Trustee may specify in such delegation; provided, however, that no Person shall be a “Designated Indemnatee” with respect to such Person’s service in any role prior to the Effective Date, including as an employee, agent or representative of any Debtor or any subsidiary of any Debtor or the Purchaser. Except to the extent otherwise contemplated by the Plan, none of the Debtors, their Non-Debtor Affiliates, nor any Post-Emergence Entity shall have any liability or responsibility for any indemnification or reimbursement obligations under the PPOC Trust Documents or any of the PPOC Sub-Trust Documents.

Section 9.03. Exculpation. To the maximum extent permitted by the Trust Act, each of the PPOC Trustee, the Indemnified Trust Professionals and the Resident Trustee shall not have or incur any liability for actions taken or omitted in his or her capacity as a PPOC Trustee, an Indemnified Trust Professional or the Resident Trustee, or on behalf of the PPOC Trust, except those acts found by Final Order to be arising out of such PPOC Trustee's, Indemnified Trust Professional's or Resident Trustee's willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses (solely payable from the PPOC Trust Consideration) in defending any and all of his or her actions or inactions in his or her capacity as a PPOC Trustee, an Indemnified Trust Professional or the Resident Trustee, or on behalf of the PPOC Trust, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the PPOC Trustee, an Indemnified Trust Professional or the Resident Trustee shall be satisfied solely from the PPOC Operating Reserve.

Section 9.04. Limitation of Liability. To the fullest extent permitted by the Trust Act, the PPOC Trustee, the Resident Trustee and the Indemnified Trust Professionals will not be liable for punitive, exemplary, consequential, special or other damages for a breach of this Trust Agreement under any circumstances.

Section 9.05. Indemnity. To the fullest extent permitted by the Trust Act, the PPOC Trust shall indemnify and hold harmless each of the PPOC Trustee, Indemnified Trust Professional and Resident Trustee, in each case solely in such Person's capacity as such (each, an "Indemnified Party"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses (other than taxes in the nature of income taxes imposed on compensation paid to the Indemnified Parties), including, but not limited to, attorneys' fees, arising out of or due to the implementation or administration of the Governing Order and Filings or the PPOC Trust Documents, other than such Indemnified Party's willful misconduct, bad faith, gross negligence or fraud, with respect to the implementation or administration of the Governing Order and Filings or the PPOC Trust Documents. To the extent that an Indemnified Party asserts a claim for indemnification as provided above, (a) any payment on account of such claim shall be paid solely from the PPOC Operating Reserve and (b) the legal fees and related costs incurred by counsel to such Indemnified Party in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such Indemnified Party (provided that such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined that such Indemnified Party is not entitled to be indemnified therefor) solely out of the PPOC Operating Reserve or any insurance purchased using the PPOC Operating Reserve. This indemnification provision shall remain available to, and the repayment obligation and be binding upon, any former PPOC Trustee, PPOC Professional or Resident Trustee or the estate of any deceased PPOC Trustee, Indemnified Trust Professional or Resident Trustee, as the case may be, and shall survive the termination of the PPOC Trust. Except to the extent otherwise contemplated by the Plan, none of the Debtors, their Non-Debtor Affiliates, nor any Post-Emergence Entity shall have any liability or responsibility for any indemnification or reimbursement obligations under the PPOC Trust Documents or any of the PPOC Sub-Trust Documents.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.01. Actions Taken on Other Than a Business Day. In the event that any payment or act under this Trust Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date.

Section 10.02. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that any document to be entered into in connection herewith provides otherwise, the rights, duties, and obligations arising under this Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to principles of conflicts of laws which would have the effect of applying the laws of any other jurisdiction.

Section 10.03. Jurisdiction. Subject to the proviso below, the Bankruptcy Courts shall have exclusive jurisdiction over the PPOC Trust and the PPOC Trustee including the administration and activities of the PPOC Trust and the PPOC Trustee, and, pursuant to the Confirmation Order, the Bankruptcy Court has retained such jurisdiction; *provided, however*, that, notwithstanding the foregoing, the PPOC Trustee shall have power and authority to bring any action in any of the Bankruptcy Court to prosecute any Causes of Action held by the PPOC Trust.

Section 10.04. Severability. In the event any provision of this Trust Agreement or the application thereof to any person or circumstances shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of the PPOC Trust Documents or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Trust Agreement shall be valid and enforceable to the full extent permitted by law.

Section 10.05. Notices. Any notice or other communication required or permitted to be made under this Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally, by email, sent by nationally recognized overnight delivery service or mailed by first-class mail:

(a) if to the PPOC Trust, to:

[•]
Email: [•]

with a copy to:

[•]
Email: [•]

(b) if to the PPOC Trustee, to:

[●]
Email: [●]

(c) if to the PPOC Sub-Trusts, then to each of or as applicable:

- (i) PI Trust
[●]
Email: [●]
- (ii) Hospital Trust
[●]
Email: [●]
- (iii) TPP Trust
[●]
Email: [●]
- (iv) NAS PI Trust
[●]
Email: [●]
- (v) IERP Trust II
[●]
Email: [●]

(d) If to the Purchaser, to:

[●]
Email: [●]

with a copy to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Email: mcohen@gibsondunn.com

Section 10.06. Headings. The headings contained in this Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Trust Agreement or of any term or provision of this Trust Agreement.

Section 10.07. Entire Trust Agreement. This Trust Agreement (including the recitals and annex hereto), the other PPOC Trust Documents, and the Governing Order and Filings, constitute the entire agreement by and among the parties hereto and supersede all prior and contemporaneous

agreements or understandings by and among such parties with respect to the subject matter of this Trust Agreement.

Section 10.08. Amendment and Waiver. Any provision of this Trust Agreement may be amended or waived only with the consent of (x) a majority of the PPOC Trustees, and (y) a majority in number of the PPOC Sub-Trusts (excluding any such PPOC Sub-Trust that has received payment in full of all PPOC Trust Consideration owed to it hereunder and pursuant to the Governing Order and Filings); provided, however, that the PPOC Trustee may amend this Trust Agreement by unanimous consent of the PPOC Trustee from time to time, without the consent, approval or other authorization of any other Person, to make minor modifications or clarifying amendments as necessary to enable the PPOC Trustee to effectuate the provisions of this Trust Agreement. Notwithstanding the foregoing, no amendment or waiver of any provision of this Trust Agreement (a) entered into without the prior written consent of the Purchaser shall modify this Trust Agreement in a manner that would impair, modify (including by conferring additional obligations) or otherwise affect the efficacy or enforceability of the channeling of the applicable Present Private Opioid Claims to the PPOC Trust or the PPOC Trust's qualified settlement fund status under the QSF Regulations, (b) entered into without the prior written consent of the Purchaser shall alter the covenants or liabilities of the Purchaser, or (c) shall modify this Trust Agreement in a manner that (i) is inconsistent with the Governing Order and Filings without an order of a Bankruptcy Court (after notice and a hearing) approving such modification, (ii) would adversely impact the Distributions to, or confer additional obligations or liabilities upon, any PPOC Sub-Trust without the consent of such PPOC Sub-Trust, (iii) would alter the duties or liabilities of the Resident Trustee without the consent of the Resident Trustee, or (iv) would amend or waive this Section 10.08. The PPOC Trustee shall provide notice to the PPOC Sub-Trusts and the Purchaser of any proposed amendment or waiver of any provision of this Trust Agreement including, for the avoidance of doubt, any proposed amendment or waiver that does not require the consent of the PPOC Sub-Trusts or the Purchaser hereunder, not less than ten (10) business days before such amendment or waiver becomes effective; *provided* that any proposed amendment or waiver requiring the consent of the Purchaser shall only be effective upon the execution and delivery of signature pages of the Purchaser and the PPOC Trust (and any other applicable required signatory) to a writing memorializing such amendment or waiver.

Section 10.09. Preservation of Releases. Notwithstanding anything to the contrary herein, under no circumstances shall any purported amendment or modification of this Trust Agreement adversely affect the rights of any Non-GUC Released Party pursuant to the injunction provisions of the Plan or the terms of the Non-GUC Releases as set forth in the Plan and the Confirmation Order. The Released Parties shall be third party beneficiaries with rights of enforcement with respect to this Section 10.09.

Section 10.10. Certain Matters Related to Canada. Notwithstanding anything to the contrary herein or otherwise (a) the PPOC Trustee(s) and the Resident Trustee are not, and will at no time be, resident in Canada for purposes of the Income Tax Act (Canada), (b) the management, administration, and operation of the PPOC Trust by the PPOC Trustee(s), the Resident Trustee, or any other Person responsible for the management, administration, and operation of the PPOC Trust, and the exercise of any power or authority by or on behalf of the PPOC Trust (by any trustee or otherwise), will occur outside of Canada, and (c) the PPOC Trust shall not be settled by a resident of Canada for purposes of the Income Tax Act (Canada), and no contributions will be made,

directly or indirectly, by any resident of Canada for purposes of the Income Tax Act (Canada) to the PPOC Trust.

Section 10.11. Confidentiality. The PPOC Trustee, the Resident Trustee, and the PPOC Professionals, any advisors of the foregoing and any other person or entity receiving notices or information hereunder (each, a “Confidential Party” and, collectively, the “Confidential Parties”) shall hold strictly confidential and not use for personal gain any material, non-public information of which they have become aware in their capacity as a Confidential Party, of or pertaining to any Debtor, any Post-Emergence Entity, the PPOC Trust or the PPOC Sub-Trusts; *provided, however*, that such information may be disclosed if (a) it is now or in the future becomes generally available to the public other than as a result of a disclosure by the Confidential Parties or (b) such disclosure is required of the Confidential Parties pursuant to legal process including subpoena or other court order or other applicable laws or regulations, in which case such Confidential Party will notify the applicable Debtor party or the applicable Post-Emergence Entity, as applicable, immediately.

Section 10.12. Meanings of Other Terms. Except where the context otherwise requires, (a) words importing the masculine, feminine or neuter gender include the masculine, feminine and neuter gender, (b) words importing the singular or plural number shall include the singular and plural number, (c) the words “herein,” “hereof,” or “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision of this Trust Agreement and (d) the words “includes” and “including” are not limiting.

Section 10.13. Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement or caused this Trust Agreement to be duly executed by their respective officers, representatives or agents, effective as of the Effective Date.

[THE PURCHASER]

By: _____
Name:
Title:

[PPOC TRUSTEE], as PPOC Trustee

By: _____
Name:

[RESIDENT TRUSTEE], as Resident Trustee

By: _____
Name:
Title:

[DEBTOR]

Name:
Title:

[Signature Page to PPOC Trust Agreement]

Exhibit A

Glossary of Certain Defined Terms

“**Cash Collateral Order**” means the Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief [Docket No. 535], as may be amended from time to time and as entered by the Bankruptcy Court.

“**Bankruptcy Code**” means chapter 11 of title 11 of the United States Code.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**Creditors’ Committee**” means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

“**Debtors**” means Endo International plc and its affiliated debtors in the Chapter 11 Cases.

“**Distribution**” means any payment or transfer of consideration in respect of Allowed Claims pursuant to any Plan Documents.

“**Emergency Room Physicians Trust Documents**” or “**IERP Trust II Documents**” means the PPOC Trust Documents, the IERP Trust II Agreement, and the IERP Trust II Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“**Final Order**” means an order or judgment of the Bankruptcy Court, as entered on the docket thereof, or of any other court of competent jurisdiction with respect to the relevant subject matter, which order or judgment has not been reversed, stayed, modified, or amended, and as to which the time to appeal, petition for certiorari, or move for reargument, reconsideration, or rehearing has expired or has been waived and no appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing has been timely taken or filed, or as to which any appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing that has been taken or any petition for certiorari that has been, or may be, filed has been resolved by the highest court to which such order or judgment could be appealed or from which certiorari could be sought, or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order or judgment, or has otherwise been dismissed with prejudice; *provided, however, that*, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or any comparable rule may be filed relating to such order or judgment shall not cause such order or judgment to not be a Final Order.

“**Governing Order and Filings**” the Plan and the Confirmation Order.

“**Hospital Opioid Claims**” means any and all Present Private Opioid Claims against any of the Debtors (a) held by non-federal acute care hospitals (as defined by CMS) and non-federal hospitals and hospital districts that are required by law to provide inpatient acute care and/or fund the provision of inpatient acute care; and (b) for which a Proof of Claim was filed by the General

Bar Date. For the avoidance of doubt, “Hospital Opioid Claims” includes Claims set forth in the Proofs of Claims filed by non-federal acute care hospitals in the Chapter 11 Cases.

“**Hospital Trust Documents**” means the PPOC Trust Documents, the Hospital Trust Agreement, Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“**Hospital Trust**” means the abatement trust to be established to (a) assume all liability for Hospital Opioid Claims; (b) administer Hospital Opioid Claims; (c) collect Distributions from the PPOC Trust made on account of such Claims; and (d) make Distributions to holders of Allowed Hospital Opioid Claims, in each case, in accordance with the Hospital Trust Documents.

“**IERP Trust II**” means an abatement trust established to (a) assume all liability for IERP II Claims; (b) administer IERP II Claims; (c) collect Distributions from the PPOC Trust made on account of such Claims; and (d) make Distributions to holders of Allowed IERP II Claims, in each case, in accordance with the IERP Trust II Documents.

“**IERP II Claims**” means any and all Present Private Opioid Claims against any of the Debtors (a) held by Independent Emergency Room Physicians; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, IERP II Claims shall not include Hospital Opioid Claims.

“**IERP II Trustee**” means Dr. Michael Masiowski and any successors or replacements duly appointed in accordance with the IERP Trust II Documents.

“**July 2023 Notice**” means that certain *Notice of Filing* [Docket No. 2415] setting forth, *inter alia* an amended OCC resolution term sheet, setting forth certain minor modifications and clarifications to the Original OCC Resolution Term Sheet.

“**March 2023 Stipulation**” means that certain *Stipulation regarding Resolution of Joint Standing Motion and Related Matters* [Docket No. 1505] setting forth the agreed resolution of, *inter alia*, the OCC’s (a) motion seeking standing to bring estate causes of action against the First Lien Lenders, (b) objections to the Debtor’s proposed bidding procedures and the Debtors’ motion to extend their exclusive period to file a plan of reorganization and (c) potential motion to seek standing to bring other estate causes of action.

“**NAS PI Claims**” means any and all Present Private Opioid Claims against any of the Debtors (a) of any natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “NAS PI Claims” shall not include Future NAS PI Claims but shall include NAS Monitoring Opioid Claims.

“**NAS PI Trust Documents**” means the PPOC Trust Documents, the NAS PI Trust Agreement, and the NAS PI Trust Distribution Procedures, each as may be amended from time to

time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“**NAS PI Trust**” means the victim compensation trust to be established to (a) assume all liability for NAS PI Claims; (b) administer NAS PI Claims; (c) collect Distributions from the PPOC Trust made on account of NAS PI Claims; and (d) make Distributions to holders of Allowed NAS PI Claims, in each case, in accordance with the NAS PI Trust Documents.

“**OCC**” or “**Opioid Claimants’ Committee**” means the Official Committee of Opioid Claimants appointed in these Chapter 11 Cases.

“**Original OCC Resolution Term Sheet**” means the term sheet attached as Exhibit 2 to the March 2023 Stipulation.

“**OCC Resolution Term Sheet**” means the Amended Voluntary Present Private Opioid Claimant Trust Term Sheet filed with the Bankruptcy Court on July 13, 2023 [Docket No. 2415], as may be amended from time to time.

“**Opioids**” means all FDA- or Health Canada-approved pain reducing medications consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient’s brain or body to produce an analgesic effect. The term “Opioid” shall not include: (a) medications and other substances used to treat OUD or opioid or other substance use disorders, abuse, addiction, or overdose, other than METADOL-D® (methadone hydrochloride); (b) raw materials and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; (c) opioids listed by the DEA as Schedule IV drugs pursuant to the CSA; or (d) chemicals used in products with an FDA-approved label that lists the treatment of OUD or opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage.” For the avoidance of doubt, the term “Opioid” shall not include the opioid antagonists buprenorphine, methadone (other than METADOL-D® (methadone hydrochloride)), naloxone, or naltrexone.

“**Opioid Claims**” means any and all Claims or Causes of Action, existing as of the Petition Date, against any of the Debtors in any way arising out of or relating to Opioids or Opioid Products manufactured, marketed, or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party, in each case, prior to the Effective Date; *provided, that*, “Opioid Claims” shall not include Claims for indemnification (contractual or otherwise), contribution, or reimbursement arising out of or related to Opioids or Opioid Products manufactured or sold by any Debtor, any Non-Debtor Affiliate, or any of their respective predecessors, in each case, prior to the Effective Date. For the avoidance of doubt, “Opioid Claims” shall not include Future Opioid PI Claims.

“**Opioid Products**” means all current or future medications containing Opioids approved by the FDA and listed by the DEA as Schedule II, III, or IV pursuant to the federal CSA (including, but not limited to, buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol); *provided, however*, that, “Opioid Products” shall not include the following items, notwithstanding that such items

would otherwise satisfy this definition of Opioid Products: (a) methadone, buprenorphine, or other products with an FDA-approved label that lists the treatment of OUD or opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage,” insofar as the product is being used to treat OUD or opioid or other substance abuse, addiction, dependence, or overdose; or (b) raw materials, immediate precursors, and/or APIs used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

“**PI Trust Documents**” means the PPOC Trust Documents, the PI Trust Agreement, and the PI Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“**PI Trust**” means the victim compensation trust to be established to (a) assume all liability for PI Opioid Claims; (b) administer PI Opioid Claims; (c) collect the PI Trust Share; and (d) make Distributions to holders of Allowed PI Opioid Claims, in each case, in accordance with the PI Trust Documents.

“**PI Opioid Claims**” means any and all Present Private Opioid Claims against any of the Debtors (a) held by a natural person (1) resulting from an injury to such natural person identified on the Claim Form, which injury resulted from such natural person's exposure to Opioids or opioid replacement or treatment medication, and (2) arising from (x) such natural person's use of a Qualifying Opioid or (y) the use by a decedent of a Qualifying Opioid prior to January 1, 2019, and b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, NAS PI Claims are not PI Claims. The term “**PI Claimant**” includes each person holding a PI Claim. Any persons whose claims involve opioid use where the first use of a Qualifying Opioid is January 1, 2019 or later are not PI Claimants, do not have PI Claims and are not eligible to participate in this PI TDP.

“**PPOC Sub-Trusts**” means the Hospital Trust, the IERP Trust II, the NAS PI Trust, the PI Trust, and the TPP Trust.

“**PPOC Sub-Trust Documents**” means the Hospital Trust Documents, the IERP Trust II Documents, the NAS PI Trust Documents, the PI Trust Documents, and the TPP Trust Documents.

“**PPOC Trust**” means the trust to be established and funded with the PPOC Trust Consideration and the NAS Additional Amount in accordance with the PPOC Trust Documents, this Plan, and the Confirmation Order.

“**PPOC Trust Distribution Procedures**” means the trust distribution procedures governing (a) the processing of Present Private Opioid Claims; and (b) the Distribution of the PPOC Trust Consideration and the NAS Additional Amount, including with respect to the PPOC Trust Claim Shares, in each case, by the PPOC Trust and in accordance with the PPOC Trust Documents, attached as Exhibit B to the PPOC Trust Agreement.

“PPOC Trust Documents” means the PPOC Trust Agreement and the PPOC Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“PPOC Trustee(s)” means the trustee or group of trustees serving in such capacities pursuant to the PPOC Trust Agreement.

“PPOC Trust Consideration” means a maximum aggregate amount of \$119.2 million in Cash (subject to adjustment in accordance with the PPOC Trust Documents, including as a result of the prepayment or non-prepayment of the PPOC Trust Consideration) to be distributed to the PPOC Trust and distributed by the PPOC Trust to the PPOC Sub-Trusts for Distributions to holders of Allowed Present Private Opioid Claims and otherwise used in accordance with the PPOC Trust Documents.

“PPOC Trust Installment Payments” means the installment payments to be made pursuant to the PPOC Trust Documents by the Debtors and/or Purchaser Parent, as applicable, to the PPOC Trust, which installment payments, in the aggregate, comprise the PPOC Trust Consideration and the NAS Additional Amount. The timing and amount of each PPOC Trust Installment Payment shall be calculated in accordance with the PPOC Trust Documents.

“Purchaser” has the meaning set forth in the preamble hereto. For the avoidance of doubt, the designation by Purchaser Parent of any other entity (or assignment by Purchaser Parent to any other entity) to be included in the term Purchaser shall not relieve Purchaser Parent of any of its obligations as Purchaser hereunder, and all obligations of Purchaser hereunder shall be joint and several obligations of Tensor Limited and such designee or assignee.

“Released Party” means, (a) with respect to the Debtor Releases, the Debtor Released Parties; (b) with respect to the GUC Releases, the GUC Released Parties; and (c) with respect to the Non-GUC Releases, the Non-GUC Released Parties. For the avoidance of doubt, each of the following shall be a Released Party: (i) the Debtors’ current officers (as of or after the Petition Date); (ii) the Debtors’ directors (including any Persons in any analogous roles under applicable law) that continue serving in their capacity as directors with, or become directors of, any of the Purchaser Entities after the Effective Date or continue or begin serving in any other prior senior-level employment position after the Effective Date and performing services commensurate with such prior position; and (iii) current and former officers and directors (including any Persons in any analogous roles under applicable law) of subsidiaries of Endo International plc that are not UCC Specified Subsidiaries.

“Qualifying Opioids” means the schedule of specific Opioid Products manufactured, marketed, or sold by the Debtors (including, for the avoidance of doubt, Debtor Paladin Labs Inc.) and the Non-Debtor Affiliates, which schedule will be filed with the Plan Supplement.

“Third-Party Payor Opioid Claims” or **“TPP Claims”** means any and all Present Private Opioid Claims against any of the Debtors that (a) arose before August 16, 2022; and (b) are held by Present Private Opioid Claimants that are TPPs (e.g., health insurers, employer-sponsored health plans, union health and welfare funds, or any other providers of health care benefits, and any third-party administrators), including any Claims based on the subrogation rights of holders

thereof that are not held by a Governmental Authority; provided, that, notwithstanding the foregoing, Claims in respect of government plans which Claims are asserted through (i) a private TPP; or (ii) any carrier of a federal employee health benefits plan, in each case, are TPP Claims.

“**TPP Claims**” means Third-Party Payor Opioid Claims, provided that the claimants holding such claims timely filed claims by the bar date established by the Bankruptcy Court in accordance with the provisions of the Bar Date Order, as the same may be amended from time to time, and executed and timely returned the Opt-in Form and the Release Form, as each of those terms are defined in the TPP TDP.

“**TPP Trust Documents**” means the PPOC Trust Documents, the TPP Trust Agreement, the TPP Trust Agreement Glossary, and the TPP Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“**TPP Trust**” means the trust to be established to (a) assume all liability for TPP Claims; (b) administer TPP Claims; (c) collect the TPP Trust Share; and (d) make Distributions to holders of Allowed TPP Claims, in each case, in accordance with the TPP Trust Documents.

Exhibit B

Master PPOC TDP

Exhibit C

Investment Guidelines

Only the following investments will be permitted, provided that maturities on the following securities do not exceed twelve (12) months, all investments are U.S. dollar denominated and all requirements are satisfied at the time of purchase:

1. marketable securities issued by the U.S. Government and supported by the full faith and credit of the U.S. Treasury; and
2. a U.S. government money market fund required to invest exclusively in cash and U.S. government securities that are supported by the full faith and credit of the U.S. Treasury.

The borrowing of funds or securities for the purpose of purchasing and the lending of any investments is prohibited.

Notwithstanding the foregoing, it is acknowledged and agreed that the PPOC Trustee may liquidate investments and deposit and maintain funds in or with banks, trust companies, savings and loan associations, money market organizations and other depositories or issuers of depository-type accounts at such times as the PPOC Trustee determine to be necessary or appropriate to have cash available to satisfy Distribution and other cash requirements of the PPOC Trust.

Exhibit 2-B

PPOC Trust Distribution Procedures

*WORKING DRAFT
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**VOLUNTARY PRESENT PRIVATE OPIOID CLAIMANT RESOLUTION TRUST
DISTRIBUTION PROCEDURES**

SECTION 1. APPLICABILITY.

Pursuant to the PPOC Trust Documents and the Governing Order and Filings,¹ (a) all Present Private Opioid Claims shall be channeled to and liability therefor shall be assumed by the PPOC Trust as of the Effective Date, and each Present Private Opioid Claim shall be further channeled and then resolved in accordance with the terms, provisions and procedures of these distribution procedures (this “Master PPOC TDP”) and the distribution procedures of the applicable PPOC Sub-Trust and (b) the PPOC Trust shall: (i) preserve, hold, collect, manage, maximize, and liquidate the assets of the PPOC Trust for use in funding the PPOC Sub-Trusts, administering the PPOC Trust, and making such other payments as provided for in the Governing Order and Filings and the Trust Agreement; and (ii) assume all liability for Present Private Opioid Claims, and all such Present Private Opioid Claims shall be satisfied solely from portions of the PPOC Trust Consideration allocated to the PPOC Sub-Trust to which each Present Private Opioid Claim is channeled.

Under the Governing Order and Filings and the Trust Agreement, each Present Private Opioid Claim shall be resolved solely in accordance with the terms, provisions and procedures set forth in this Master PPOC TDP. For the avoidance of doubt, the terms and provisions of all PPOC Sub-Trust distribution procedures are subject to the terms hereof and in the event of a conflict between any PPOC Sub-Trust distribution procedures and these Master PPOC TDP, these Master PPOC TDP shall govern.

SECTION 2. DISTRIBUTION PROCEDURES GENERALLY.

This Master PPOC TDP provides procedures pursuant to which (a) each Present Private Opioid Claim shall automatically be further channeled to and assumed exclusively by a PPOC Sub-Trust in accordance with Sections 3 through 9 of this Master PPOC TDP or shall otherwise be Disallowed and released in full pursuant to Section 10 of this Master PPOC TDP and (b) in consideration for the assumption by the PPOC Sub-Trusts of Present Private Opioid Claims as set forth herein, the PPOC Trust shall issue the PPOC Claims and make the distributions of the PPOC Trust Consideration as contemplated by the Trust Agreement and in accordance with this Master PPOC TDP and the Governing Order and Filings. No Present Private Opioid Claim shall be channeled to any PPOC Sub-Trust except as and to the extent provided in this Master PPOC TDP. Unless Disallowed and released pursuant to Section 10 of this Master PPOC TDP, Present Private Opioid Claims shall be administered and resolved pursuant to, and to the extent provided in, the PPOC Sub-Trust Documents for the PPOC Sub-Trust to which such Present Private Opioid Claims are channeled in accordance with this Master PPOC TDP.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in (a) the Plan, (b) the Glossary to the PPOC Trust Agreement, (c) the Confirmation Order, (d) the Cash Collateral Order, and (e) the PPOC Trust Agreement.

Distributions from the PPOC Sub-Trusts in accordance with their respective trust distribution procedures shall be the sole source of recovery, if any, in respect of Present Private Opioid Claims, and holders of Present Private Opioid Claims have no other or further recourse to the Debtors, the PPOC Trust, or the Post-Emergence Entities on account of such Present Private Opioid Claims.

SECTION 3. OPIOID CLAIMS.

3.1 Opioid Claims Defined.

An “Opioid Claim” is a Claim or Cause of Action, existing as of the Petition Date, against any of the Debtors in any way arising out of or relating to Opioids or Opioid Products manufactured, marketed, or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party, in each case, prior to the Effective Date; *provided, that*, “Opioid Claims” shall not include Claims for indemnification (contractual or otherwise), contribution, or reimbursement arising out of or related to Opioids or Opioid Products manufactured or sold by any Debtor, any Non-Debtor Affiliate, or any of their respective predecessors, in each case, prior to the Effective Date. For the avoidance of doubt, “Opioid Claims” shall not include Future Opioid PI Claims.

An “Opioid” is an FDA- or Health Canada-approved pain reducing medication consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient’s brain or body to produce an analgesic effect. The term “Opioid” shall not include: (a) medications and other substances used to treat OUD or opioid or other substance use disorders, abuse, addiction, or overdose, other than METADOL-D® (methadone hydrochloride); (b) raw materials and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; (c) opioids listed by the DEA as Schedule IV drugs pursuant to the CSA; or (d) chemicals used in products with an FDA-approved label that lists the treatment of OUD or opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage.” For the avoidance of doubt, the term “Opioid” shall not include the opioid antagonists buprenorphine, methadone (other than METADOL-D® (methadone hydrochloride)), naloxone, or naltrexone.

An “Opioid Product” is a current or future medication containing Opioids approved by the FDA and listed by the DEA as Schedule II, III, or IV pursuant to the federal CSA (including, but not limited to, buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol); provided, however, that, “Opioid Product” shall not include the following items, notwithstanding that such items would otherwise satisfy this definition of Opioid Products: (a) methadone, buprenorphine, or other products with an FDA-approved label that lists the treatment of OUD or opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage,” insofar as the product is being used to treat OUD or opioid or other substance abuse, addiction, dependence, or

overdose; or (b) raw materials, immediate precursors, and/or APIs used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

SECTION 4. THIRD-PARTY PAYOR OPIOID CLAIMS.

4.1 Third-Party Payor Opioid Claim Defined.

A "Third-Party Payor Opioid Claim" or "TPP Claim" is a Present Private Opioid Claim against any of the Debtors that (a) arose before August 16, 2022; and (b) is held by Present Private Opioid Claimants that are third-party payors (e.g., health insurers, employer-sponsored health plans, union health and welfare funds, or any other providers of health care benefits, and any third-party administrators), including any Claims based on the subrogation rights of holders thereof that are not held by a Governmental Authority; provided, that, notwithstanding the foregoing, Claims in respect of government plans which Claims are asserted through (i) a private TPP; or (ii) any carrier of a federal employee health benefits plan, in each case, are Third-Party Payor Opioid Claim.

4.2 Channeling of TPP Claims to the TPP Trust.

On the Effective Date, all TPP Claims shall be channeled from the PPOC Trust to and assumed exclusively by the TPP Trust. TPP Claims shall be administered, liquidated and discharged solely pursuant to the PPOC Sub-Trust Documents in respect of the TPP Trust and in accordance with the Governing Order and Filings, and satisfied solely from funds held by the TPP Trust as and to the extent provided in the applicable PPOC Sub-Trust Documents.

4.3 Distributions to the TPP Trust.

In accordance with the Governing Order and Filings and the Trust Agreement, the PPOC Trust will distribute to the TPP Trust a percentage, equal to the TPP Trust's Allocation Percentage,² of any payments of PPOC Trust Consideration received by the PPOC Trust on or after the Effective Date, net of any amounts funded to the PPOC Operating Reserve pursuant to Section 5.02 of the Trust Agreement. Distributions to the TPP Trust shall be made from time to time as promptly as practicable following the PPOC Trust's receipt of any payment of PPOC Trust Consideration from the Purchaser. In the event the PP Prepayment Option is not exercised, and no other partial prepayments contemplated by the Governing Order and Filings are made, it is expected that the TPP Trust will receive three distributions from the PPOC Trust, as promptly as practicable after each of the Effective Date, the first anniversary of the Effective Date and the second anniversary of the Effective Date.

SECTION 5. PI OPIOID CLAIMS.

² "Allocation Percentage" shall mean, with respect to each PPOC Sub-Trust, the percentage for such PPOC Sub-Trust as set forth in Exhibit A attached hereto.

5.1 PI Opioid Claims Defined.

A "PI Opioid Claim" is a Present Private Opioid Claim against any of the Debtors (a) held by a natural person (1) resulting from an injury to such natural person identified on the Claim Form, which injury resulted from such natural person's exposure to Opioids or opioid replacement or treatment medication, and (2) arising from (x) such natural person's use of a Qualifying Opioid or (y) the use by a decedent of a Qualifying Opioid prior to January 1, 2019, and b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, NAS PI Claims are not PI Claims. The term "PI Claimant" includes each person holding a PI Claim. Any persons whose claims involve opioid use where the first use of a Qualifying Opioid is January 1, 2019 or later are not PI Claimants, do not have PI Claims and are not eligible to participate in this PI TDP.

5.2 Channeling of PI Opioid Claims to the PI Trust.

On the Effective Date, all PI Opioid Claims shall be channeled from the PPOC Trust to and assumed exclusively by the PI Trust. PI Opioid Claims shall be administered, liquidated and discharged solely pursuant to the PPOC Sub-Trust Documents in respect of the PI Trust and in accordance with the Governing Order and Filings, and satisfied solely from funds held by the PI Trust as and to the extent provided in the applicable PPOC Sub-Trust Documents.

5.3 Distributions to the PI Trust.

In accordance with the Governing Order and Filings and the Trust Agreement, the PPOC Trust will distribute to the PI Trust a percentage, equal to the PI Trust's Allocation Percentage, of any payments of PPOC Trust Consideration received by the PPOC Trust on or after the Effective Date, net of any amounts funded to the PPOC Operating Reserve pursuant to Section 5.02 of the Trust Agreement. Distributions to the PI Trust shall be made from to time as promptly as practicable following the PPOC Trust's receipt of any payment of PPOC Trust Consideration from the Purchaser. In the event the PP Prepayment Option is not exercised, and no other partial prepayments contemplated by the Governing Order and Filings are made, it is expected that the PI Trust will receive three distributions from the PPOC Trust, as promptly as practicable after each of the Effective Date, the first anniversary of the Effective Date and the second anniversary of the Effective Date.

SECTION 6. NAS PI CLAIMS.

6.1 NAS PI Claims Defined.

An "NAS PI Claim" is a Present Private Opioid Claim against any of the Debtors (a) of any natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive or emotional condition resulting from such natural person's intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome ("NAS"); and (b) for

which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “NAS PI Claims” shall not include Future NAS PI Claims but shall include NAS Monitoring Opioid Claims.

6.2 Channeling of NAS PI Claims to the NAS PI Trust.

On the Effective Date, all NAS PI Claims shall be channeled from the PPOC Trust to and assumed exclusively by the NAS PI Trust. NAS PI Claims shall be administered, liquidated and discharged solely pursuant to the PPOC Sub-Trust Documents in respect of the NAS PI Trust and in accordance with the Governing Order and Filings, and satisfied solely from funds held by the NAS PI Trust as and to the extent provided in the applicable PPOC Sub-Trust Documents.

6.3 Distributions to the NAS PI Trust.

In accordance with the Governing Order and Filings and the Trust Agreement, the PPOC Trust will distribute to the NAS PI Trust a percentage, equal to the NAS PI Trust’s Allocation Percentage, of any payments of PPOC Trust Consideration received by the PPOC Trust on or after the Effective Date, net of any amounts funded to the PPOC Operating Reserve pursuant to Section 5.02 of the Trust Agreement. Distributions to the NAS PI Trust shall be made from to time as promptly as practicable following the PPOC Trust’s receipt of any payment of PPOC Trust Consideration from the Purchaser. In the event the PP Prepayment Option is not exercised, and no other partial prepayments contemplated by the Governing Order and Filings are made, it is expected that the NAS PI Trust will receive three distributions from the PPOC Trust, as promptly as practicable after each of the Effective Date, the first anniversary of the Effective Date and the second anniversary of the Effective Date.

SECTION 7. HOSPITAL OPIOID CLAIMS.

7.1 Hospital Opioid Claims Defined.

A “Hospital Opioid Claim” is a Present Private Opioid Claim against any of the Debtors (a) held by non-federal acute care hospitals (as defined by the U.S. Centers for Medicare and Medicaid Services (“CMS”)), and non-federal hospitals and hospital districts that are required by law to provide inpatient acute care and/or fund the provision of inpatient acute care, and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, Hospital Opioid Claims shall include Claims set forth in the Proofs of Claim filed by non-federal acute care hospitals in the Bankruptcy Case.

7.2 Channeling of Hospital Opioid Claims to the Hospital Trust.

On the Effective Date, all Hospital Opioid Claims shall be channeled from the PPOC Trust to and assumed exclusively by the Hospital Trust. Hospital Opioid Claims shall be administered, liquidated and discharged solely pursuant to the PPOC Sub-Trust Documents in respect of the Hospital Trust and in accordance with the Governing Order and Filings,

and satisfied solely from funds held by the Hospital Trust as and to the extent provided in the applicable PPOC Sub-Trust Documents.

7.3 Distributions to the Hospital Trust.

In accordance with the Governing Order and Filings and the Trust Agreement, the PPOC Trust will distribute to the Hospital Trust a percentage, equal to the Hospital Trust's Allocation Percentage, of any payments of PPOC Trust Consideration received by the PPOC Trust on or after the Effective Date, net of any amounts funded to the PPOC Operating Reserve pursuant to Section 5.02 of the Trust Agreement. Distributions to the Hospital Trust shall be made from to time as promptly as practicable following the PPOC Trust's receipt of any payment of PPOC Trust Consideration from the Purchaser. In the event the PP Prepayment Option is not exercised, and no other partial prepayments contemplated by the Governing Order and Filings are made, it is expected that the Hospital Trust will receive three distributions from the PPOC Trust, as promptly as practicable after each of the Effective Date, the first anniversary of the Effective Date and the second anniversary of the Effective Date.

SECTION 8. INDEPENDENT EMERGENCY ROOM PHYSICIANS OPIOID CLAIMS.

8.1 IERP Trust II Defined.

An "IERP II Claim" is a Present Private Opioid Claim against any of the Debtors (a) held by an independent emergency room physician whose billing and revenue collection were entirely separate from the billing practices of the medical facilities where such emergency room physician practiced and who were not employed by such medical facilities at any time between 1997 and 2022, and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, IERP II Claims shall not include Hospital Opioid Claims.

8.2 Channeling of IERP II Claims to the IERP Trust II.

On the Effective Date, all IERP II Claims shall be channeled from the PPOC Trust to and assumed exclusively by the IERP Trust II. IERP II Claims shall be administered, liquidated and discharged solely pursuant to the PPOC Sub-Trust Documents in respect of the IERP Trust II and in accordance with the Governing Order and Filings, and satisfied solely from funds held by the IERP Trust II as and to the extent provided in the applicable PPOC Sub-Trust Documents.

8.3 Distributions to the IERP Trust II.

In accordance with the Governing Order and Filings and the Trust Agreement, the PPOC Trust will distribute to the IERP Trust II a percentage, equal to the IERP Trust's Allocation Percentage, of any payments of PPOC Trust Consideration received by the PPOC Trust on or after the Effective Date, net of any amounts funded to the PPOC Operating Reserve pursuant to Section 5.02 of the Trust Agreement. Distributions to the IERP Trust II shall

be made from to time as promptly as practicable following the PPOC Trust's receipt of any payment of PPOC Trust Consideration from the Purchaser. In the event the PP Prepayment Option is not exercised, and no other partial prepayments contemplated by the Governing Order and Filings are made, it is expected that the IERP Trust II will receive three distributions from the PPOC Trust, as promptly as practicable after each of the Effective Date, the first anniversary of the Effective Date and the second anniversary of the Effective Date.

SECTION 9. DEFENSES.

Pursuant to the Governing Order and Filings and the Trust Agreement, the PPOC Trust shall have all defenses, cross-claims, offsets and recoupments regarding the Present Private Opioid Claims that the Debtors and/or the applicable Post-Emergence Entities, as applicable, have, or would have had, under applicable law; provided that, upon the channeling to and assumption by the PPOC Trust or any PPOC Sub-Trust of any Present Private Opioid Claim, all defenses, cross-claims, offsets and recoupments regarding such Present Private Opioid Claim shall vest in such PPOC Sub-Trust; provided, further, that no defenses, cross-claims, offsets or recoupments regarding any Present Private Opioid Claim may be asserted against any Released Party.

SECTION 10. DISALLOWANCE AND RELEASE.

Any Present Private Opioid Claim that does not satisfy the requirements under this Master PPOC TDP to be channeled to a PPOC Sub-Trust or is otherwise ineligible to receive a Distribution from the applicable PPOC Sub-Trust is and shall be, without any further action by the PPOC Trustees, Disallowed and released in full and the holder thereof shall have no recourse to, or right of recovery from, or any other rights against, the PPOC Trust, any PPOC Sub-Trust, any of the Debtors, or any of the Post-Emergence Entities. For the avoidance of doubt, the Non-GUC Releases granted by any holder of a Disallowed Present Private Opioid Claim shall not be impacted by the Disallowance of such Present Private Opioid Claim and shall remain in full force and effect.

SECTION 11. DETERMINATION BY THE BANKRUPTCY COURT.

The Bankruptcy Court shall have exclusive jurisdiction to determine whether a Present Private Opioid Claim satisfies the requirements under this Master PPOC TDP to be channeled to a PPOC Sub-Trust, or is instead released in accordance with this Master PPOC TDP. Only the following parties shall have standing to participate in any such determination before the Bankruptcy Court after the Effective Date: the PPOC Trustees, the PPOC Sub-Trust Trustees, the Person seeking to assert such Present Private Opioid Claim, and any Person against which such Present Private Opioid Claim is purportedly asserted.

Exhibit A – Allocation Percentages

PPOC Sub-Trust	Percentage
Endo Opioid Personal Injury Trust	44.5% ³
NAS Personal Injury Trust	7.2% ⁴
Endo International plc Opioid Hospital Trust	17.3% ⁵
Endo Third-Party Payor Opioid Trust	28.8% ⁶
IERP Trust II	2.2%

³ This figure was initially 45.3%; however, to reach an accommodation during Mediation, the percentage above was agreed to.

⁴ This figure was initially 5.2%; however, to reach an accommodation during Mediation, other parties agreed (a) to waive for the benefit of the NAS PI Claimants certain amounts to which they would otherwise be entitled such that this figure is the percentage reflected above and (b) to the NAS Additional Amount.

⁵ This figure was initially 17.8%; however, in order to reach an accommodation during Mediation, the percentage above was agreed to.

⁶ This figure was initially 29.5%; however, to reach an accommodation during Mediation, the percentage above was agreed to.

Exhibit 2-C

PI Trust Agreement

ENDO OPIOID PERSONAL INJURY TRUST AGREEMENT

This Endo Opioid Personal Injury Trust Agreement (this “**Trust Agreement**”), dated as of [DATE], and effective as of the Effective Date,¹ is entered into, as contemplated by the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (the “**Plan**”) and the Confirmation Order (as defined below), by [the trustee of the Present Private Opioid Resolution Trust] (such trust referred to herein as the “**PPOC Trust**”, or the “**Settlor**”); Wilmington Trust, National Association (the “**Delaware Trustee**”); the Personal Injury Trustee identified on the signature pages hereof (the “**Trustee**”); the members of the Trust Advisory Personal Injury Committee identified on the signature pages hereof (the “**PI Committee**”); and with the consent of the Ad Hoc Group of Personal Injury Victims as identified in the applicable Rule 2019 Disclosure (the “**Ad Hoc Committee**”);

WHEREAS, on August 16, 2022, Endo International plc and its affiliated debtors and debtors in possession (together with later-filed debtor affiliates, the “**Debtors**”) commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), administered and known as *In re Endo International plc, et al.*, No. 22-22549 (JLG) (the “**Chapter 11 Cases**”);

WHEREAS, on [●], 2024, the Bankruptcy Court entered the order confirming the Plan [Docket No. ____] (the “**Confirmation Order**”);

WHEREAS, the Plan contemplates, *inter alia*, the creation of an opioid personal injury

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Governing Order and Filings, the PPOC Trust Documents and the other PI Trust Documents, as applicable, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the foregoing documents, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

trust, as provided herein to be called the Endo Opioid Personal Injury Trust (the “**PI Trust**”);

WHEREAS, as contemplated by the Plan and the Confirmation Order, the PI Trust shall be established to (i) assume all of the Debtors’ liability for the PI Opioid Claims,² (ii) collect distributions made on account of the PI Trust Share in accordance with the PI Trust Documents³ and the Governing Order and Filings, (iii) administer the PI Opioid Claims, (iv) make Distributions to holders of Allowed PI Opioid Claims in accordance with the Plan and the PI Trust Documents, and (v) carry out such other matters as are set forth in the PI Trust Documents;

WHEREAS, the Plan contemplates that, as of the Effective Date, all PI Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust and then further channeled to the PI Trust in accordance with the Plan and the PI Trust Documents, which shall resolve the eligible PI Opioid Claims under the PI Trust Documents;

WHEREAS, the Plan also contemplates that an additional payment from the PI Trust may be made to holders of Allowed PI Opioid Claims who grant or are deemed to have granted the Non-GUC Releases, with such additional payment from the PI Trust to be in exchange for such holder’s grant of the Non-GUC Releases and which additional payment shall be calculated by multiplying (i) the amount of any Pro Rata Payment to be made to such holder pursuant to the PI TDP, by (ii) a multiplier of 4x (the “**Non-GUC Multiplier**”) pursuant to the PI TDP;

WHEREAS, as further set forth in the Governing Order and Filings and the PI Trust

² The term “**PI Opioid Claim**” means any and all Present Private Opioid Claims against any of the Debtors (a) held by a natural person (1) resulting from an injury to such natural person identified on the Claim Form, which injury resulted from such natural person’s exposure to Opioids or opioid replacement or treatment medication, and (2) arising from (x) such natural person’s use of a Qualifying Opioid or (y) the use by a decedent of a Qualifying Opioid prior to January 1, 2019, and b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, NAS PI Claims are not PI Claims. The term “**PI Claimant**” includes each person holding a PI Claim. Any persons whose claims involve opioid use where the first use of a Qualifying Opioid is January 1, 2019 or later are not PI Claimants, do not have PI Claims and are not eligible to participate in this PI TDP.

³ The “**PI Trust Documents**” are PPOC Trust Agreement, the Master PPOC TDP, this Trust Agreement and the PI TDP.

Documents, the purpose of the PI Trust is to use its assets and income to resolve and satisfy all PI Opioid Claims and the PI Trust shall (i) hold, manage, and invest all funds and other assets received by the PI Trust from the PPOC Trust for the benefit of the beneficiaries of the PI Trust; and (ii) administer, process, resolve, and liquidate all PI Opioid Claims in accordance with the Endo Opioid PI Trust Distribution Procedures for PI Opioid Claims (the “**PI TDP**”);

WHEREAS, it is the intent of the Settlor, the Trustee, and the PI Committee, that the PI Trust will value the PI Opioid Claims, and be in a financial position to pay holders of Allowed PI Opioid Claims, in each case, in accordance with the terms of the PI Trust Documents and the Governing Order and Filings;

WHEREAS, all rights of PI Claimants arising under the PI Trust Documents shall vest upon the Effective Date;

WHEREAS, pursuant to the Governing Order and Filings, the PI Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “**OSF Regulations**”), and to be treated consistently for state and local tax purposes to the extent applicable; and

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name. This PI Trust was established by the filing of a Certificate of Trust with the Secretary of State for the State of Delaware on [•], 2024. This PI Trust shall be known as the “Endo Opioid Personal Injury Trust,” which is the PI Trust contemplated by the Governing Order and Filings. The Trustee may transact the business and affairs of the PI Trust in

the name of the PI Trust, and references herein to the PI Trust shall include the Trustee acting on behalf of the PI Trust. It is the intention of the Debtors, Purchaser Parent, and the parties hereto that the trust created hereby constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the “**DST Act**”), and that this document constitute the governing instruments of the PI Trust.

1.2 Purpose. The purpose of the PI Trust is to assume all of the Debtors’ liabilities and responsibility for all PI Opioid Claims, to resolve and make distributions in respect of Allowed PI Opioid Claims in accordance with the PI TDP, use the PI Trust Assets (as defined herein) and income to meet its obligations, as well as to, among other things:

- (a) collect the distributions from the PPOC Trust on account of the PI Trust Share in accordance with the Plan and the PI Trust Documents;
- (b) direct the administration, processing, liquidation and payment of all PI Opioid Claims in accordance with the Plan, the Confirmation Order, and the PI Trust Documents;
- (c) preserve, hold, and manage the assets of the PI Trust for use in paying and satisfying Allowed PI Opioid Claims;
- (d) qualify at all times as a qualified settlement fund;
- (e) pay holders of Allowed PI Opioid Claims in accordance with the Governing Order and Filings, this Trust Agreement, the PI TDP, and any LRP (defined below) the Trustee may establish, such that holders of Allowed PI Opioid Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such Allowed PI Opioid Claims;
- (f) fund the PI Trust and make distributions therefrom to holders of Allowed PI Opioid Claims in accordance with the Plan, the Confirmation Order, the PI Trust Documents, and the LRP, if applicable;

(g) use the PI Trust’s assets and income to pay any and all fees, costs, expenses, taxes, disbursements, debts, or obligations of the PI Trust incurred from the operation and administration of the PI Trust (including in connection with the March 2023 Stipulation, the Plan, the Confirmation Order, the PI Trust Documents and the LRP, if applicable) and management of the PI Trust Assets (together, the “**Trust Operating Expenses**”) in accordance with the PI Trust Documents; and

(h) make Distributions on account of Allowed PI Opioid Claims (together with the Trust Operating Expenses, the “**Trust Expenses**”).

1.3 Transfer of Assets. Pursuant to and in accordance with the Plan, the PI Trust shall have received, on the Effective Date, the PI Trust Share, and expects to receive as soon as reasonably practicable thereafter, its first payment from the PPOC Trust (together with any subsequent distributions and any proceeds from or interest thereon, the “**PI Trust Assets**”) to fund the PI Trust and settle or discharge all PI Opioid Claims. In all events, the PI Trust Assets or any other assets to be transferred to the PI Trust under the Plan will be transferred to the PI Trust free and clear of all Claims, interests, Liens, and other encumbrances and liabilities of any kind by the Debtors, the Settlor, the other Released Parties, any creditor, or other entity except as otherwise provided in the PI Trust Documents, the Plan, or the Confirmation Order.

1.4 Separate NAS Trust. Claimants with Present Private Opioid Claims arising from intrauterine exposure to Opioids (including but not limited to neonatal abstinence syndrome, or “**NAS**”) are not eligible to participate in the PI Trust and will be subject to a different trust agreement. For the avoidance of doubt, any such claims are not PI Opioid Claims.

1.5 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the PI Trust, the PI Trust hereby expressly

accepts the transfer to the PI Trust of the PI Trust Assets and any other transfers contemplated by the Plan, Confirmation Order, and the PI Trust Documents in the time and manner as, and subject to the terms, contemplated in the Plan, the Confirmation Order, and the PI Trust Documents.

(b) In furtherance of the purposes of the PI Trust, the PI Trust expressly assumes all of the Debtors' liabilities and responsibility for all PI Opioid Claims, and none of the Debtors, the Post-Emergence Entities, nor any of the Released Parties shall have any further financial or other responsibility or liability therefor or in connection therewith. However, the PI Trust expressly does not assume any liabilities or responsibility for any Claims against any person or entity that is not a Debtor, and, subject to the terms of the Non-GUC Releases granted (or deemed to have been granted) in accordance with the Plan, any rights of holders of PI Opioid Claims against any other person or entity shall be fully preserved. For the avoidance of doubt, to the extent any holder of a PI Opioid Claim granted (or is deemed to have granted) the Non-GUC Releases in accordance with the Plan, the rights of such holder against any Non-GUC Released Party shall be governed by the terms of the Non-GUC Releases as set forth in the Plan and the Confirmation Order. Except as otherwise provided in the Plan or the PI Trust Documents, the PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding the PI Opioid Claims that the Debtors or the Post-Emergence Entities have or would have had under applicable law; *provided, that*, no such cross-claims, defenses, offsets, recoupments, or other rights may be asserted against any Released Party.

(c) Notwithstanding anything to the contrary herein, no provision herein or in the PI TDP or in the Governing Order and Filings or any other document contemplated thereby shall be construed or implemented in a manner that would cause the PI Trust to fail to qualify as a

“qualified settlement fund” under the QSF Regulations.

(d) To the extent required by the DST Act, the beneficial owners (within the meaning of the DST Act) of the PI Trust (the “**Beneficial Owners**”) shall be deemed to be the PI Claimants; provided that (i) the PI Claimants, as such Beneficial Owners, shall have only such rights with respect to the PI Trust and its assets as are set forth in the PI TDP and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up of the PI Trust, shall be deemed to apply to the PI Claimants in their capacity as Beneficial Owners.

ARTICLE II

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Trustee is and shall act as the fiduciary to the PI Trust in accordance with the provisions of the PI Trust Documents and the Plan and any documents contemplated thereby. The Trustee shall, at all times, administer the PI Trust and the PI Trust Assets in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Plan, and the Confirmation Order, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the PI Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2, and any power now or hereafter permitted under the laws of the State of Delaware; provided, that, the Trustee may not take any action inconsistent with the terms of the Plan or the Confirmation Order.

(b) Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion

conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

(i) receive and hold the PI Trust Assets and exercise all rights with respect thereto, including the right to vote and sell any securities that are included in the PI Trust Assets;

(ii) invest the monies held from time to time by the PI Trust, in consultation with the PI Committee and the financial advisor for the PI Trust (the “**Financial Advisor**”);

(iii) sell, transfer, or exchange, in the ordinary course of business, any or all of the PI Trust Assets at such prices and upon such terms as the Trustee may consider proper, consistent with the other terms of the PI Trust Documents, without further order of any court;

(iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the PI Trust to operate; provided, that no such agreements shall be inconsistent with the terms of the Plan or the Confirmation Order;

(v) pay liabilities and expenses of the PI Trust;

(vi) subject to the terms of the Plan, Confirmation Order, and the PI Trust Documents, sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding;

(vii) establish, supervise, and administer the PI Trust in accordance with the PI Trust Documents;

(viii) establish a lien resolution program (“**LRP**”) and appoint and oversee the actions of a lien resolution agent to carry out the LRP;

(ix) appoint, hire, or engage such officers, employees, advisors, counsel, consultants, independent contractors, representatives, and agents to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services (“**Professionals**”) as the business of the PI Trust requires, and delegate to such Professionals such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in the Trustee’s discretion, deems advisable or necessary in order to carry out the terms of the PI Trust Documents;

(x) select, engage, and pay reasonable compensation to one or more Appeals Masters pursuant to Section 4.12 below and as set forth in the PI TDP;

(xi) pay reasonable compensation to Professionals engaged by the PI Trust;

(xii) as provided below, (a) compensate the Trustee, the Delaware Trustee, and the PI Committee members, as well as their respective Professionals and (b) reimburse the Trustee, the Delaware Trustee, and the PI Committee members, as well as their respective Professionals, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xiii) pay reimbursement to the Ad Hoc Committee an aggregate amount based on billing submitted to the PI Trust for work performed by the Ad Hoc Committee prior to the Effective Date, including the drafting of the PI Trust Documents, negotiating a resolution, etc.;

(xiv) execute and deliver such instruments as the Trustee considers proper in administering the PI Trust;

(xv) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the PI Trust, provided such arrangements

do not conflict with any other provision of the PI Trust Documents;

(xvi) in accordance with Section 4.6 below, defend, indemnify, and hold harmless (and, if practicable and reasonable, purchase insurance indemnifying) (A) the Trustee, the Delaware Trustee, the members of the PI Committee, and the Ad Hoc Committee (which shall have no role after the Effective Date for the PI Trust), and (B) the Appeals Master(s) and the respective Professionals of the PI Trust (including the Claims Administrator (as defined herein) and its staff and agents) (collectively the “**Indemnified Parties**” or “**Indemnified Party**” in the singular), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and insure its trustees, Professionals and other parties. For the avoidance of doubt, except to the extent otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall be responsible or liable for any indemnification or reimbursement obligations under the PI Trust Documents. Notwithstanding anything to the contrary herein, no party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which such party is liable under Section 4.4 below;

(xvii) [RESERVED]

(xviii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the PI Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4 below;

(xix) consult with the PI Committee at such times and with respect to such issues relating to the conduct of the PI Trust as the Trustee considers desirable in addition to such matters as are prescribed in the PI Trust Documents;

(xx) make, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve in the name of the PI Trust, any claim, right, action, or cause of action included in the PI Trust Assets (and not prohibited by the Plan, Confirmation Order, or this Trust Agreement), before any court of competent jurisdiction; and

(xxi) contract for the establishment and continuing maintenance of a website (the “**Trust Website**”) to publish the claims materials and the Annual Report (as defined herein), and aid in communicating information to the beneficiaries of the PI Trust and their respective counsel or other authorized persons.

(d) The Trustee shall not have the power to guarantee any debt of other Persons.

(e) The Trustee agrees to take the actions of the PI Trust required hereunder.

(f) The Trustee shall give the PI Committee reasonably prompt notice of any material act performed or taken pursuant to Sections 2.1(c)(i) above and any act proposed to be performed or taken pursuant to Section 2.2(g) below.

2.2 General Administration.

(a) The Trustee shall act in accordance with this Trust Agreement, the Plan, the Confirmation Order, and the PI TDP and any documents contemplated by any of the foregoing. In the event of a conflict between the terms or provisions of the Plan and the PI Trust Documents, the terms of the Plan shall control. In the event of a conflict between the terms or provisions of the Plan and the Confirmation Order, the terms of the Confirmation Order shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan and the Confirmation Order, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such income tax and other returns and

statements required to be filed, and shall timely pay all taxes required to be paid by the PI Trust, (ii) comply with all applicable reporting and withholding obligations (including any reports determined to be necessary by the Trustee under the Corporate Transparency Act, H.R. 2513, 116th Cong. (2019)), (iii) satisfy all requirements necessary to qualify and maintain qualification of the PI Trust as a qualified settlement fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the PI Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(c) The Trustee may withhold, and shall pay to the appropriate tax authority all amounts required by law to be withheld pursuant to the Internal Revenue Code or any provision of any applicable foreign, state, or local tax law with respect to any payment or distribution to the holders of Allowed PI Opioid Claims. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such holders of Allowed PI Opioid Claims for all purposes of this Trust Agreement. The Trustee shall be authorized to collect tax information, which may include applicable IRS Form W-8 or IRS Form W-9, from the holders of Allowed PI Opioid Claims (including tax identification numbers) as reasonably requested by the Trustee, readily available to the holders of the Allowed PI Opioid Claims and necessary to effectuate the Plan, the Confirmation Order and this Trust Agreement. The Trustee may refuse to make some or all of a Distribution to a holder of an Allowed PI Opioid Claim that fails to furnish such information in a timely fashion, and until such information is delivered may treat such holder's Allowed PI Opioid Claim, as disputed; provided, however, that, upon the delivery of such information by a holder of an Allowed PI Opioid Claim, the Trustee shall make such Distribution to which such holder is entitled, without additional interest occasioned by such holder's delay in providing tax information. Notwithstanding the foregoing, if a holder of an Allowed PI Opioid Claim fails to

furnish any tax information reasonably requested by the Trustee before the date that is six months after the request is made (subject to extension in the discretion of the Trustee if such holder demonstrates to the reasonable satisfaction of the Trustee that such holder's failure to provide such tax information is due to one or more taxing authorities' failure to furnish information necessary to respond to the Trustee's reasonable request to such holder despite such holder's request for such information), to the fullest extent permitted by law, the Trustee in his discretion, may determine that the amount of such distribution shall irrevocably revert to the PI Trust, and any PI Opioid Claim with respect to such Distribution shall be discharged and forever barred from assertion against the PI Trust or its property. In the event a holder's PI Opioid Claim is Disallowed and thereby discharged pursuant to this clause (c), the enforceability, efficacy, scope and terms of the Non-GUC Releases granted or deemed to have been granted by such holder pursuant to the Plan shall be unaffected by any such Disallowance and discharge and shall remain in full force and effect.

(d) The Trustee shall be responsible for all of the PI Trust's tax matters, including without limitation, tax audits, claims, defenses and proceedings. The Trustee shall file (or cause to be filed) any other statement, return, or disclosure relating to the PI Trust that is required by any governmental unit and be responsible for payment, out of the PI Trust Assets, of any taxes imposed on the PI Trust or its assets.

(e) The Trustee may provide the following reports:

(i) The PI Trust may cause to be prepared and provide to the PI Committee quarterly reports on the financial condition of the PI Trust, including a report on the investments and accounts of the PI Trust and the Trust Operating Expenses ("**Quarterly Reports**").

(ii) The PI Trust shall cause to be prepared and provide to the PI Committee monthly reports on the status of claims submitted to and processed, paid or resolved by the PI Trust.

(iii) The Trustee may prepare an annual report (the “**Annual Report**”). The Annual Report, if any, may contain financial statements of the PI Trust (including, without limitation, a balance sheet of the PI Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements’ presentation of the cash and investments available for the payment of claims.

(iv) The Annual Report may also include an aggregate summary regarding the number and type of PI Opioid Claims resolved during the period covered by the financial statements.

(v) The Trustee shall provide a copy of any such Annual Report to the PI Committee.

(f) In consultation with the PI Committee, the Trustee may cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projection covering such fiscal year. The budget and cash flow projections, if any, shall include a description of the amounts the PI Trust anticipates spending on Trust Operating Expenses and, to the extent practicable, payments to holders of Allowed PI Opioid Claims. The Trustee shall provide a copy of the budget and cash flow projections to the PI Committee.

(g) The Trustee shall consult with the PI Committee (i) on the general implementation and administration of the PI Trust; (ii) on the general implementation and administration of the PI TDP, or as the Trustee may determine; and (iii) on such other matters as

may be required under the PI Trust Documents.

(h) The Trustee shall be required to obtain the reasonable consent of the PI Committee pursuant to the consent processes set forth in Sections 5.7(b) below, in addition to any other instances elsewhere enumerated, in order:

(i) to clarify the claim qualification requirements, to the extent such clarification is necessary, described in the PI TDP;

(ii) to determine, establish, or change the Pro Rata Payments described in the PI TDP (notwithstanding the foregoing, in no event may the terms of the Non-GUC Multiplier be modified);

(iii) to change the evidentiary criteria set forth in the PI TDP;

(iv) to determine, establish, or change the types of evidence required for a Qualifying Opioid described in the PI TDP;

(v) to establish or to change the claims materials to be provided to PI Claimants under the PI TDP;

(vi) to extend the mandatory deadlines provided under the PI TDP;

(vii) to terminate the PI Trust pursuant to Section 8.4 below;

(viii) to exercise any consent or consultation right (to the extent the Trustee has any such right) (A) with respect to a proposed settlement of the liability of any insurer under any insurance policy or legal action related thereto or (B) pursuant to the terms of the PI Trust Documents;

(ix) to change the compensation of the Trustee, the Delaware Trustee, the PI Committee members, the Claims Administrator, or the PI LRP Administrator (as defined herein), other than to reflect cost-of-living increases or to reflect changes approved by the

Bankruptcy Court as otherwise provided herein;

(x) to take actions out of the ordinary course to minimize any tax on the PI Trust Assets, provided that no such action prevents the PI Trust from qualifying as a qualified settlement fund within the meaning of the QSF Regulations or requires an election for the PI Trust to be treated as a grantor trust for tax purposes;

(xi) to sell or exchange PI Trust Assets outside the ordinary course of PI Trust business;

(xii) to amend any provision of the PI Trust Documents in accordance with the terms thereof (provided, no amendment that is inconsistent with the provisions of the Plan and Confirmation Order shall be permissible without the approval of the Bankruptcy Court);

(xiii) to contract with a claims resolution organization or other entity that is not specifically created or authorized by the PI Trust Documents; or

(xiv) if and to the extent required by the PI TDP or the LRP, disclose any information, documents, or other materials to preserve, litigate, resolve or settle coverage, or comply with an applicable obligation under an insurance policy or settlement agreement pursuant to the PI TDP or the LRP.

(i) The Trustee shall meet with the PI Committee not less often than quarterly. The Trustee shall meet in the interim with the PI Committee when so requested by the Trustee or any of them. Meetings may be held in person, by telephone, by Zoom or video conference call, or by any combination thereof.

(j) The Trustee, upon notice from the PI Committee, if practicable in view of pending business, shall at the Trustee's next meeting with the PI Committee consider issues submitted by the PI Committee. The Trustee shall keep the PI Committee reasonably informed

regarding all material aspects of the administration of the PI Trust.

2.3 Claims Administration. The Trustee shall promptly proceed to implement the PI TDP.

2.4 Assets Available for Payments to Holders of Allowed PI Opioid Claims. The amount of the PI Trust Assets available to make settlement payments to holders of Allowed PI Opioid Claims shall be subject to deductions for the Trust Operating Expenses hereof out of such holders' respective shares of the PI Trust Assets. However, Distributions on accounts of Allowed PI Opioid Claims shall be gross prior to any deductions of Trust Operating Expenses.

2.5 [RESERVED]

2.6 Lien Resolution Program. The Trustee may implement an LRP and may retain a third-party lien-resolution administrator (the "**PI LRP Administrator**") under the LRP. If retained, the PI LRP Administrator is authorized to (i) identify and coordinate with potential federal lien holders of the PI Claimants, (ii) determine each final lien amount and holdback necessary on account of such lien amount, and (iii) perform such other duties as provided in the LRP. The PI LRP Administrator shall not be responsible for identifying or resolving liens held by private healthcare lien holders.

ARTICLE III

ACCOUNTS, FINANCIAL ADVISOR, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

(a) The Trustee may, from time to time, create such accounts and reserves within the PI Trust estate as the Trustee may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(b) The Trustee shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section 3.1 and, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account in the Quarterly Reports and the Annual Report.

3.2 Financial Advisor.

(a) The PI Trust may engage a Financial Advisor, with the consent of the PI Committee. The Financial Advisor, if any, shall be paid reasonable compensation in accordance with the PI Trust's annual budget.

(b) To the extent requested by the Trustee, the Financial Advisor shall be responsible for determining the available PI Trust Assets and, under the direction of the Trustee, for (i) reviewing the investment of all funds paid to and held by the PI Trust, (ii) monitoring the assets and liabilities of the PI Trust, (iii) providing investment guidance to the PI Trust, (iv) reviewing the Trustee's financial statements, and (v) reviewing the Trustee's preparation of accounting statements and responding to audits.

(c) To the extent requested by the Trustee, the Financial Advisor shall prepare projections of pro rata payments under the PI TDP. The Financial Advisor shall have reasonable access to all data and reports necessary to perform the tasks of the Financial Advisor.

(d) The Trustee, in consultation with the Claims Administrator and the PI Committee, shall periodically inform the Financial Advisor regarding liquidity needs of the PI Trust. The Financial Advisor shall monitor the Trustee's investment management. The Trustee will ensure tasks assigned to the Financial Advisor are performed in accordance with this Trust Agreement.

3.3 Investments. The Trustee, in consultation with the PI Committee and the Financial

Advisor, shall develop the investment strategy for the PI Trust Assets. In determining investments to be held by the PI Trust, due regard shall be given primarily to safety of principal and secondarily to production of reasonable amounts of current income. The Trustee is authorized to limit investments to U.S. Treasuries or money market funds thereof, IntraFi or other fully government insured investment vehicles.

3.4 Source of Payments.

(a) All Trust Expenses shall be payable solely by the Trustee out of the PI Trust Assets. None of the Trustee, the Delaware Trustee, the PI Committee, the Debtors, the Post-Emergence Entities, the Settlor, any other Released Party nor any Professionals of the foregoing shall be liable for the payment of any PI Trust Expense or any other liability of the PI Trust, except to the extent provided in the Plan, the Confirmation Order, or the PI Trust Documents.

(b) The Trustee shall include a reasonably detailed description of any payments made in accordance with this Section 3.4 in the Quarterly Reports and the Annual Report.

ARTICLE IV

TRUSTEE: DELAWARE TRUSTEE

4.1 Number. In addition to the Delaware Trustee appointed pursuant to Section 4.13, there shall be one (1) Trustee. The initial Trustee shall be Edgar C. Gentle, III.

4.2 Term of Service.

(a) The initial Trustee shall serve from the Effective Date until the earliest of (i) such Trustee's death, (ii) such Trustee's resignation pursuant to Section 4.2(b) below, (iii) such Trustee's removal pursuant to Section 4.2(c) below, and (iv) the termination of the PI Trust pursuant to Section 8.4 below.

(b) The Trustee may resign at any time by written notice to the PI Committee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed at the recommendation of the PI Committee, in the event that the Trustee becomes unable to discharge the Trustee's duties hereunder due to any physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings.

4.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the PI Committee.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of any predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of any predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) such successor Trustee's death, (ii) such successor Trustee's resignation pursuant to Section 4.2(b) above, (iii) such successor Trustee's removal pursuant to Section 4.2(c) above, and (iv) the termination of the PI Trust pursuant to Section 8.4 below.

4.4 Liability of Trustee and the PI Committee.

The Trustee and the members of the PI Committee shall not be liable to the PI Trust, to any PI Claimant, or to any other Person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

4.5 Compensation and Expenses of Trustee and Delaware Trustee.

(a) The operations of the Trustee, the Claims Administrator and other aspects of PI Trust administration shall be in accordance with a budget approved by the PI Committee. The Trustee, himself, at his discretion, may receive a retainer from the PI Trust for the Trustee's service as a Trustee in the amount of \$50,000 per annum, paid annually. Hourly time, as described below, shall first be billed and applied to the annual retainer. Hourly time in excess of the annual retainer shall be paid by the PI Trust. For all time expended as Trustee, including attending meetings, preparing for such meetings, and working on projects necessary to carry out the PI Trust, the Trustee shall receive compensation at the rate of \$350 per hour and shall receive compensation for the fees incurred by the Trustee's partners, associates, accountants, and paralegals at such parties' prevailing hourly rates (but in any event no greater than \$350 per hour). For all non-working travel time in connection with PI Trust business, the Trustee shall receive compensation at the rate of \$350 per hour. All time shall be computed on a decimal hour basis. To the extent practicable, the Trustee shall record all hourly time to be charged to the PI Trust on a daily basis, and will invoice the PI Trust monthly. The PI Committee shall have the right to review the Trustee's monthly invoices. The hourly compensation payable to the Trustee hereunder shall be reviewed every year by the Trustee and, after consultation with the members of the PI Committee, appropriately adjusted by the Trustee for changes in the cost of living.

(b) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement.

(c) The PI Trust will promptly reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee or the Delaware Trustee in connection with the performance of their respective duties hereunder.

(d) The PI Trust shall include a description of the amounts paid under this Section 4.5 in the Quarterly Reports and the Annual Report.

4.6 Indemnification.

(a) The PI Trust shall indemnify and defend the Indemnified Parties in the performance of their respective duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware as permitted by Section 3817 of the DST Act (after the application of Section 8.13 of this Trust Agreement) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the PI Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which such individual is ultimately liable under Section 4.4 above. Except to the extent otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall be responsible or liable for any indemnification or reimbursement obligations under the PI Trust Documents.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, the Delaware Trustee, a member of the PI Committee, the Ad Hoc Committee (or its Professionals), or any other Indemnified Party in connection with any

action, suit, or proceeding, whether civil, administrative, or arbitrative, from which they are indemnified by the PI Trust pursuant to Section 4.6(a) above, shall be paid by the PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the Delaware Trustee, the member of the PI Committee, the Ad Hoc Committee (or its Professionals), or the Indemnified Party, to repay such amount until such time that it is determined ultimately by final order that the Trustee, the Delaware Trustee, the member of the PI Committee, the Ad Hoc Committee (or its Professionals), or the other Indemnified Party is not entitled to be indemnified by the PI Trust.

(c) The Trustee must, if practicable and reasonable, purchase and maintain reasonable amounts and types of insurance on behalf of an individual or group who is or was a Trustee, a member of the PI Committee, the Ad Hoc Committee (or their Professionals) for purposes of 4.6(a) and (b) above, or any other Indemnified Party, including against liability asserted against or incurred by such individual in that capacity or arising from such individual's status as a Trustee, PI Committee member, a member of the Ad Hoc Committee (or their Professionals) for purposes of 4.6(a) and (b) above, or as a Professional of the PI Trust, the PI Committee, or the Ad Hoc Committee for purposes of 4.6(a) and (b) above.

4.7 Lien. The Trustee, the Delaware Trustee, the members of the PI Committee, the and the Indemnified Parties shall have a first priority lien upon the PI Trust Assets to secure the payment of any amounts payable to them pursuant to Section 4.6 above.

4.8 Trustee's Independence. The Trustee shall not, during the term of the Trustee's service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any Debtor, any Post-Emergence Entity or the Settlor. The Trustee shall not act as an attorney for any person who holds a PI Opioid Claim. For the avoidance of doubt, this Section shall not be

applicable to the Delaware Trustee.

4.9 Bond. The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.10 Trustee’s Employment of Professionals: Delaware Trustee’s Employment of Counsel.

(a) The Trustee may, but shall not be required to, retain and consult with Professionals deemed by the Trustee to be qualified as experts on the matters submitted to them (the “**Trust Professionals**”), and in the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any Trust Professional deemed by the Trustee to be an expert on the particular matter submitted to such Trust Professional shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any Trust Professionals.

(b) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of the Delaware Trustee’s obligations hereunder and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

4.11 Trustee’s Retention of Claims Administrator.

(a) The Trustee may retain a claims administrator (the “**Claims Administrator**”) to assist the Trustee in the Trustee’s duties as set forth in the Plan and the PI Trust Documents. With the consent of the PI Committee, the Claims Administrator may be the

same individual as the Trustee.

(b) The PI Committee has agreed that Edgar C. Gentle, III, of Gentle Turner & Benson, LLC, shall be the initial Trustee and Claims Administrator. With the consent of the PI Committee, and subject to the Trustee's duties and obligations set forth in the Plan, the Confirmation Order, and the PI Trust Documents and the terms of this section with respect to the Claims Administrator's duties and compensation, the initial Trustee and Claims Administrator may retain his law firm, Gentle Turner & Benson, LLC, to assist in carrying out the duties of the Trustee and Claims Administrator under the PI Trust Documents.

(c) Under the direction of the Trustee, the Claims Administrator shall be responsible for (i) supervising and overseeing the processing of and resolution of PI Opioid Claims and all aspects of the claims office (the "**Claims Office**"), which shall process Allowed PI Opioid Claims that are payable from the PI Trust in accordance with the PI Trust Documents, (ii) preparing and distributing monthly and quarterly reports to the PI Committee documenting the activities of the Claims Office, including reports on the submission of PI Opioid Claims and their resolution, and (iii) performing periodic analyses and estimates regarding the costs and projected costs of processing and resolving PI Opioid Claims and any matter or contingency that could affect the efficient use of funds for the payment of Allowed PI Opioid Claims. The Trustee shall monitor the long-term goals and day-to-day activities of the Claims Office and consult with the Claims Administrator and the PI Committee to carry them out. Reports of the numbers of Allowed Claims and amounts of Awards prepared by the Claims Administrator (or similar reports prepared by the Trustee) shall be provided to the trustee of the Future PI Trust and the FCR.

(d) The Claims Administrator, under the direction of the Trustee, shall determine, in accordance with the Governing Order and Filings and the PI Trust Documents, the

Allowance or Disallowance (as defined in the PI TDP) of, and the awards payable on, all PI Opioid Claims liquidated under the PI TDP.

(e) As set forth in the PI TDP, distributions under the PI TDP, which shall be made solely from the PI Trust, are determined only with consideration to Allowed PI Opioid Claims held against the Debtors, and not to any associated claim against any other party; any distribution to a PI Claimant on account of such PI Claimant's Allowed PI Opioid Claim shall be deemed to be a distribution in satisfaction of PI Opioid Claims held by such PI Claimant and, with respect to any PI Claimant that granted or was deemed to have granted the Non-GUC Releases under the Plan, against any of the Released Parties with respect to the same injuries that are the subject of his or her PI Opioid Claim.

(f) The Trustee shall exercise reasonable measures to oversee the Claims Administrator and the Claims Office, and shall employ reasonable administrative, technical, and physical controls to protect the confidentiality of data concerning individual PI Claimants from unauthorized access, acquisition, disclosure, use, loss, or theft.

(g) In carrying out the Trustee's duties under the PI Trust Documents, the Trustee (or the Trust Professionals under the direction of the Trustee) may investigate any PI Opioid Claims and request information from any PI Claimant to ensure compliance with the PI Trust Documents. For PI Claimants who are requested to execute the HIPAA release forms, the Trustee (or the Trust Professionals under the direction of the Trustee) also has the power to directly obtain such PI Claimant's medical records.

(h) The Claims Office shall process Allowed PI Opioid Claims payable from the PI Trust in accordance with the PI TDP and the LRP. The PI TDP establishes specific guidelines for submitting and processing PI Opioid Claims.

(i) The Trustee shall have discretion to implement such additional procedures and routines as necessary to implement the PI TDP, in collaboration with the Claims Administrator, and the PI Committee, and consistent with the terms of the Governing Order and Filings and the PI Trust Documents.

(j) Under the direction of the Trustee, the Claims Administrator shall institute procedures, claims processing protocols, and staff training, and shall develop internal controls, claims-tracking, analysis, and payment systems as necessary to process the PI Opioid Claims in accordance with the Governing Order and Filings, the PI TDP and the LRP, including reasonable measures to detect and prevent claims fraud.

(k) The Trustee shall maintain (subject to the confidentiality provisions of this Trust Agreement) records of all individual payments, settlements, and resolutions concerning the PI Opioid Claims. The records shall include the documents and information relative to the valuation of the PI Opioid Claims.

(l) The Claims Administrator shall serve for the duration of the PI Trust, subject to death, resignation, or removal. The Trustee may remove the Claims Administrator with the consent of the PI Committee. In the event that the Claims Administrator resigns, is removed from office, or otherwise is unable to perform the functions of the Claims Administrator, the Trustee shall propose a successor Claims Administrator, subject to consent by the PI Committee. However, in the event that, pursuant to Section 4.11(a), the Trustee also serves as the Claims Administrator, if the Trustee is removed, absent an order of the Bankruptcy Court to the contrary, the Claims Administrator shall also be removed from office, and the successor Trustee shall fill the vacancy by proposing a Claims Administrator subject to consent of the PI Committee.

(m) The Claims Administrator (or successor Claims Administrator) shall be (i)

an entity or an individual over the age of 35 whose experience and background are appropriate for the responsibilities set forth herein and (ii) at the time of appointment and at all times during the term of service, independent. For purposes of this Section, a person is independent if such person:

(i) is not and was not at any time a PI Claimant or a representative of a PI Claimant;

(ii) has not had and does not have a relationship with an individual PI Claimant or with counsel for any PI Claimant, such that the person's impartiality in serving as a Claims Administrator could reasonably be questioned;

(iii) is not a holder of any interest (other than interests held indirectly through publicly traded mutual funds) in a Debtor or the Settlor or any related person with respect to a Debtor or the Post-Emergence Entities;

(iv) is not and was not at any time an officer, director, employee, or agent of a Debtor or any related person with respect to a Debtor or related to any of the foregoing, or otherwise is or was an "insider," as defined in the Bankruptcy Code, with respect to a Debtor or any related person with respect to a Debtor; or

(v) is not an investment banker, financial advisor, accountant, or attorney, and is not related to any of the foregoing, for any Debtor or any related person with respect to a Debtor, or an officer, director, employee, or agent of any person or entity that provides investment banking, financial advice, accounting, or legal services to a Debtor or any related person with respect to a Debtor or related to any of the foregoing, with the exception of any person employed in the Claims Administrator's law firm who helps provide services in connection with the Chapter 11 Cases.

(n) Subject to approval by the Trustee, the Claims Administrator shall have the

power to hire, and shall hire and appoint, such staff and other appropriate agents, including persons or entities performing PI Opioid Claim audit functions, as necessary to carry out the functions of the Claims Administrator under this Trust Agreement, and such staff and agents shall be considered Indemnified Parties to the extent permitted by the DST Act. Salaries, fees, budgets, and payment terms for any staff, contractors, or auditors shall be determined by the Claims Administrator, with the Trustee's approval, subject to consultation with the PI Committee. The Claims Administrator shall not have authority to subcontract claims processing functions without the consent of the Trustee and PI Committee. Subject to the direction of the Trustee, in consultation with the PI Committee, the Claims Administrator shall have the authority to enter into such contracts or agreements as may be necessary to operate the Claims Office, hire staff and contractors, or obtain services and equipment, and shall have the authority to serve all functions of an employer; provided, that no such contracts or agreements may be inconsistent with the terms of the Plan or the Confirmation Order.

(o) The compensation of the Claims Administrator and the Claims Administrator's staff, including periodic increases, shall be governed by the budget developed by the Claims Administrator in consultation with the Financial Advisor and approved by the Trustee, with the consent of the PI Committee.

4.12 Appeals Master. The Trustee shall select one or more Appeals Masters in consultation with the PI Committee.

4.13 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise

meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 4.13, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.13(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder. Any reference to a “Trustee” shall not include the Delaware Trustee unless specifically indicated.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the PI Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the DST Act and for taking such actions as are required to be taken by a Delaware Trustee under the DST Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the PI Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the DST Act (acting solely at the written direction of the Trustee) and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other parties hereto or any beneficiary of the PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee or any other Person. Any permissive rights

of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for the same other than in the event of its gross negligence, willful misconduct, or fraud. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee provided that the Delaware Trustee has acted in accordance with the written direction of the Trustee.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.13(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.13(d) below. If the Trustee does not act within such 60-day period, the Delaware Trustee may apply (at the sole cost and expense of the PI Trust) to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee. In the event that any amounts due and owing to the Delaware Trustee under this Trust Agreement remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign on thirty (30) days' notice regardless of whether a successor Delaware Trustee has been appointed.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the then-serving Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the DST Act. Any resignation or removal of the Delaware Trustee and appointment of a

successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the then-serving Delaware Trustee and the Trustee and any fees and expenses due to the then-serving Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties, and obligations of the then-serving Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the then-serving Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the DST Act, including filing a Certificate of Amendment to the Certificate of Trust of the PI Trust in accordance with Section 3810 of the DST Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the

performance or any action of the PI Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities as to the validity, sufficiency, value, genuineness, ownership or transferability of any PI Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

(g) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

4.14 Canadian Tax Matters.

(a) The Trustee and the Delaware Trustee are not, and will at no time be, resident in Canada for purposes of the *Income Tax Act* (Canada).

(b) The management, administration, and operation of the PI Trust by the Trustee, the Delaware Trustee, or any other Person responsible for the management,

administration, and operation of the PI Trust, and the exercise of any power or authority by or on behalf of the PI Trust (by any trustee or otherwise), will occur outside of Canada.

(c) The PI Trust shall not be settled by a resident of Canada for purposes of the *Income Tax Act* (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the *Income Tax Act* (Canada) to the PI Trust.

(d) Notwithstanding the foregoing items (a)-(c), nothing herein shall prevent or restrict the PI Trust from making distributions to holders of Allowed PI Opioid Claims that are resident in Canada.

(e)

ARTICLE V

TRUST ADVISORY PERSONAL INJURY COMMITTEE

5.1 Members. The PI Committee shall consist of two (2) members who shall initially be the persons named on the signature page hereof.

5.2 Duties. The members of the PI Committee shall serve in a fiduciary capacity representing all PI Claimants. The PI Committee shall have no fiduciary obligations or duties to any party other than the PI Claimants. The Trustee must consult with the PI Committee on matters identified in Section 2.2(g) above and in other provisions herein, and must obtain the consent of the PI Committee on matters identified in Section 2.2(h) above. The PI Committee will work with the Trustee in establishing and monitoring operating budgets. Where provided in the PI TDP, certain other actions by the Trustee are also subject to the consent of the PI Committee. Except for the duties and obligations expressed in the PI Trust Documents and the documents referenced therein (including the PI TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the PI Committee. To the extent that, at law

or in equity, the PI Committee has duties (including fiduciary duties) and liabilities relating thereto to the PI Trust, the other parties hereto or any beneficiary of the PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the PI Committee expressly set forth in the PI Trust Documents and the documents referenced herein (including the PI TDP).

5.3 Term of Office.

(a) Each member of the PI Committee shall serve until the earlier of (i) such member's resignation pursuant to Section 5.3(b) below, (ii) such member's removal pursuant to Section 5.3(c) below, and (iii) the termination of the PI Trust pursuant to Section 8.4 below.

(b) A member of the PI Committee may resign at any time by written notice to the other members of the PI Committee and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall be not less than ninety (90) days after the date such notice is given, where practicable.

(c) A member of the PI Committee may be removed in the event that such member becomes unable to discharge such member's duties hereunder due to physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the PI Committee and with the approval of the Trustee.

5.4 Appointment of Successor.

(a) If, prior to the termination of service of a member of the PI Committee other than as a result of removal, such member has designated in writing an individual to succeed such member as a member of the PI Committee, such individual shall be such member's successor.

If such member of the PI Committee did not designate an individual to succeed such member prior to the termination of such member's service as contemplated above, such member's law firm may designate such member's successor. If (i) a member of the PI Committee did not designate an individual to succeed such member prior to the termination of such member's service and such member's law firm does not designate such member's successor as contemplated above or (ii) such member is removed pursuant to Section 5.3(c) above, such member's successor shall be appointed by the mutual consent of the remaining PI Committee member and the Trustee.

(b) Each successor PI Committee member shall serve until the earlier of (i) such member's death, (ii) such member's resignation pursuant to Section 5.3(b) above, (iii) such member's removal pursuant to Section 5.3(c) above, and (iv) termination of the PI Trust pursuant to Section 8.4 below.

(c) No successor PI Committee member shall be liable personally for any act or omission of any predecessor PI Committee member. No successor PI Committee member shall have any duty to investigate the acts or omissions of any predecessor PI Committee member. No PI Committee member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

5.5 PI Committee's Employment of Professionals.

(a) The PI Committee may but is not required to retain and consult Professionals deemed by the PI Committee to be qualified as experts on matters submitted to the PI Committee (the "**PI Committee Professionals**"). The PI Committee and the PI Committee Professionals shall at all times have complete access to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the PI Trust or the Trustee provided that any information provided by the Trust Professionals shall not constitute a

waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, reliance on the written opinion of or information provided by any PI Committee Professional or Trust Professional deemed by the PI Committee to be qualified as an expert on the particular matter submitted to the PI Committee shall be full and complete authorization and protection in support of any action taken or not taken by the PI Committee in good faith and in accordance with the written opinion of or information provided by the PI Committee Professional or Trust Professional.

(b) The PI Trust shall promptly reimburse, or pay directly if so instructed, the PI Committee for all reasonable fees and costs associated with the PI Committee's employment of PI Committee Professionals pursuant to this provision in connection with the PI Committee's performance of its duties hereunder.

(c) In the event that the PI Committee retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the PI Committee and irrespective of whether the PI Trust pays such counsel's fees and related expenses, any communications between the PI Committee and such counsel shall be deemed to be within the attorney-client privilege and protected by section 3333 of Title 12 of the Delaware Code, regardless of whether such communications are related to any claim that has been or might be asserted by or against the PI Committee and regardless of whether the PI Trust pays such counsel's fees and related expenses.

5.6 Compensation and Expenses of the PI Committee. The members of the PI Committee shall receive reasonable compensation from the PI Trust for their services as PI Committee members. The members of the PI Committee also shall be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder. Such reimbursement shall be deemed a Trust Operating Expense. The PI Trust shall include a description of the

amounts paid under this section in the Quarterly Reports and the Annual Report.

5.7 Procedures for Consultation With and Obtaining the Consent of the PI Committee.

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the PI Committee pursuant to Sections 2.2(g) or 4.5 above or on other matters as provided herein, the Trustee shall provide the PI Committee with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the PI Committee and the PI Committee Professionals with such reasonable access to the Trust Professionals and other experts retained by the PI Trust and its staff (if any) as the PI Committee may reasonably request during the time that the Trustee is considering such matter, and shall also provide the PI Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 5.7(a), the Trustee shall take into consideration the time required for the PI Committee, if its members so wish, to engage and consult with its own independent financial or investment advisors and other PI Committee Professionals as to such matter. In any event, unless there is an exigency the Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the PI Committee with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived by the PI Committee.

(b) Consent Process.

(i) An action of the PI Committee shall require unanimous approval by

the PI Committee.

(ii) In the event the Trustee is required to obtain the consent of the PI Committee pursuant to Section 2.2(h) above, the Trustee shall provide the PI Committee with a written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the PI Committee as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the PI Committee and the PI Committee Professionals with such reasonable access to the Trust Professionals as the PI Committee may reasonably request during the time that the Trustee is considering such action, and shall also provide the PI Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(iii) The PI Committee must consider in good faith and in a timely fashion any request for its consent by the Trustee, and must in any event advise the Trustee in writing of its consent or its objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustee, or within such additional time as the Trustee and the PI Committee may agree. The PI Committee may not withhold its consent unreasonably. If the PI Committee decides to withhold its consent, it must explain in detail its objections to the proposed action. If the PI Committee does not advise the Trustee in writing of its consent or its objections to the action within thirty (30) days of receiving notice regarding such request (or the additional time period agreed to by the Trustee and the PI Committee), the PI Committee's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iv) If, after following the procedures specified in this Section 5.7(b), at

least one member of the PI Committee continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the PI Committee shall resolve their dispute pursuant to Section 8.15. However, the burden of proof with respect to the reasonableness of the PI Committee's objection and withholding of its consent shall be on the PI Committee.

ARTICLE VI

[RESERVED]

ARTICLE VII

[RESERVED]

ARTICLE VIII

GENERAL PROVISIONS

8.1 Confidentiality. The Trustee, each PI Committee member and each successor of the foregoing (each a "**Recipient**") shall, during the period that they serve in such capacity under this Trust Agreement and following either the termination of this Trust Agreement or such individual's removal, incapacity, or resignation hereunder, hold strictly confidential any material, non-public information of or pertaining to any Person ("**Relevant Person**") of which the Recipient has become aware in its herein indicated capacity under this Trust Agreement (the "**Confidential Information**"), except to the extent disclosure is (i) in connection with matters contemplated by the Plan and Confirmation Order, (ii) authorized by the applicable Relevant Person, in such Relevant Person's discretion, (iii) authorized by the terms of the Governing Order and Filings or

the terms of this Trust Agreement (disclosure in accordance with clauses (i)-(iii) of this Section, each a “**Permitted Purpose**”), or (iv) required by, or would facilitate any investigation or prosecution under, applicable law, order, regulation, or legal process. In the event that any Recipient is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand, or similar legal process) to disclose any Confidential Information, other than for a Permitted Purpose, such Recipient shall furnish only that portion of the Confidential Information so requested or required, and shall exercise good faith efforts, at no material cost to it, to obtain assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

(a) Notwithstanding the foregoing, in addition to the disclosure of Confidential Information for Permitted Purposes, Recipients may share or disclose Confidential Information with each of the Recipient’s Professionals for the purpose of rendering advice and guidance to such Recipient, provided that the Person or entity receiving such disclosure is informed by such Recipient of the confidential nature of such Confidential Information and agrees to be bound by the provisions of this Section 8.1.

(b) The Trustee shall exercise commercially reasonable efforts, such as anonymization, pseudonymization, and encryption, to protect Confidential Information such that disclosures to the Recipients and any Professionals do not include information that identifies individual persons, unless there is a reasonable purpose that makes disclosure of such identifying information necessary, in which case the Trustee shall implement any additional controls the Trustee in its sole discretion determines is necessary to safeguard the identifying information from unauthorized disclosure, access, or use.

8.2 Common Interest Privilege. The Trustee and the PI Committee, have a “common

legal interest” relating to the PI Opioid Claims, the PI Trust, the Plan, the Confirmation Order, and the PI Trust Documents, including without limitation, (i) the formation of the PI Trust, (ii) the retention and direction of Professionals, (iii) the administration of the PI Trust, (iv) making Distributions in accordance with the Governing Order and Filings and the PI Trust Documents, and (v) disputing and resolving any PI Opioid Claims in accordance with the PI Trust Documents, the Plan, and the Confirmation Order (the “**Common Legal Interest Matters**”). Any discussion, evaluation, or other communications and exchanges of information relating to the Common Legal Interest Matters shall at all times remain subject to all applicable privileges, immunities and protections from disclosure, including without limitation, the attorney-client privilege, work-product doctrine, and common legal interest privilege. It is the express intent of the Trustee and the PI Committee to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Trust Agreement or otherwise, in whole or in part, any and all privileges, protections, and immunities.

8.3 Irrevocability. To the fullest extent permitted by applicable law, the PI Trust is irrevocable.

8.4 Term: Termination.

(a) With the consent of the PI Committee, the Trustee may select a date to dissolve the PI Trust (the “**Dissolution Date**”) after the occurrence of any of the following events: (i) all assets available to the PI Trust from the PPOC Trust have been collected and liquidated except for a reasonable winding-up reserve; (ii) all PI Opioid Claims duly filed with the PI Trust have been liquidated and paid to the extent provided in the PI Trust Documents, or have been Disallowed, or, if holders of Allowed PI Opioid Claims have failed to cooperate with the PI Trust to effectuate payment, six (6) months have elapsed since notice to the PI Claimant of the Allowed

PI Opioid Claim,⁴ or (iii) at least two (2) years have elapsed since the Effective Date. The Trustee, with the consent of the PI Committee, may dissolve the PI Trust earlier for any other reason.

(b) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the PI Trust's affairs by the Trustee and payment of all the PI Trust's liabilities have been provided for as herein and as required by applicable law including Section 3808 of the DST Act, all monies remaining in the PI Trust estate if of de minimis value such that further pro rata payments to holders of Allowed PI Opioid Claims is impracticable, shall be given to such organization(s) exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustee using his or her reasonable discretion; *provided, however*, that (i) if practicable, the activities of the selected tax-exempt organization(s) shall be related to the treatment of, research on, or the cure of, or other relief for individuals suffering from opioid use disorders, and (ii) the tax-exempt organization(s) shall not bear any relationship to the Settlor within the meaning of section 468B(d)(3) of the Internal Revenue Code. Notwithstanding any contrary provision of the Plan and related documents, this Section 8.4(b) cannot be modified or amended.

(c) Following the dissolution and distribution of the assets of the PI Trust, the PI Trust shall terminate and the Trustee and the Delaware Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the PI Trust to be filed in accordance with the DST Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the PI Trust as a separate legal entity

⁴ In the event Allowed Claims have not cooperated for more than six months to effectuate payment and/or the Trustee is unable to effectuate payment because he cannot locate certain PI Claimants despite all diligent or reasonable efforts, such awards, if de minimis in the aggregate, shall be treated as other de minimis assets in Section 8.4(b), and, if substantial, shall be used to increase the pro rata payments of the other PI Claimants via a supplemental payment. The Non-GUC Releases granted or deemed to have been granted under the Plan by any such PI Claimant shall be unaffected by the discharge or Disallowance of such PI Claimant's PI Opioid Claim and shall remain in full force and effect.

shall continue until the filing of such Certificate of Cancellation.

8.5 Amendments. The Trustee, subject to the consent of the PI Committee, may modify or amend this Trust Agreement; provided, however, that no amendment shall be inconsistent with the terms of the Plan or the Confirmation Order. The Trustee, subject to the consent of the PI Committee, may modify or amend the PI TDP; *provided, however*, that no amendment to the PI TDP, even with consent of the Purchaser, shall have a material and adverse effect on PI Claimants' entitlements to distributions. Notwithstanding anything contained in this Trust Agreement or the PI TDP to the contrary, neither this Trust Agreement, the PI TDP, nor any document annexed to the foregoing shall be modified or amended in any way, even with the consent of the Purchaser, that could jeopardize, impair, modify or otherwise affect, (i) the efficacy or enforceability of the channeling of PI Opioid Claims to the PPOC Trust and, thereafter, to the PI Trust, (ii) the PI Trust's qualified settlement fund status under the QSF Regulations, or (iii) the efficacy, enforceability, scope or terms of the Non-GUC Releases granted (or deemed to have been granted) pursuant to the Plan. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent, provided that no such amendment may affect in any way the enforceability, efficacy, scope, or terms of the Non-GUC Releases granted or deemed to have been granted pursuant to the Plan.

8.6 Meetings. The Delaware Trustee shall not be required nor permitted to attend meetings relating to the PI Trust.

8.7 Severability. Should any provision in the PI Trust Documents be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement or the PI TDP.

8.8 Notices. Notices to PI Claimants shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such PI Claimant's claim form submitted to the PI Trust with respect to his or her PI Opioid Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the PI Trust through the Trustee:

Endo Opioid Personal Injury Trust:
Edgar C. Gentle, III, Esq.
Gentle Turner & Benson, LLC
501 Riverchase Parkway East, Suite 100
Hoover, AL 35244
E-mail: egentle@gtandslaw.com

To the Delaware Trustee:

Wilmington Trust, National Association
1100 N. Market Street
Wilmington, DE 19890
Email: DYoung@wilmingtontrust.com
Attn. David Young

To the PI Committee:

Sean Higgins, Esq.
Andrews & Thornton
4701 Von Karman Ave., Suite 300 Newport
Beach, CA 92660

Email: shiggins@andrewsthornton.com

-and-

Joseph L. Steinfeld, Jr., Esq.
ASK LLP
2600 Eagan Woods Drive, Suite 400 St.
Paul, MN 55121
Email: jsteinfeld@askllp.com

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

8.9 Successors and Assigns: Third-Party Beneficiaries. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the PI Trust, the Trustee, and the Settlor, and their respective successors and assigns, except that none of the Settlor, the PI Trust, nor the Trustee may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Trust Agreement except, in the case of the PI Trust and the Trustee, as contemplated by Section 2.1 above. Notwithstanding the foregoing or anything to the contrary set forth herein, the Released Parties shall be third-party beneficiaries with rights of enforcement with respect to Sections 8.5 and 8.16 to the extent any proposed amendment or other modification impacts or purports to impact the efficacy or enforceability of any injunction or release issued, granted, or deemed to have granted in connection with this Trust Agreement or otherwise by holders of PI Opioid Claims under the Plan.

8.10 Limitation on Claim Interests for Securities Laws Purposes. PI Opioid Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of

descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 8.10 shall not apply to the holder of a Claim that is subrogated to a PI Opioid Claim as a result of its satisfaction of such PI Opioid Claim.

8.11 Entire Agreement: No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein (including the Governing Order and Filings), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

8.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

8.13 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by laws of the State of Delaware, and the rights of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the parties hereto intend that the provisions hereof shall control and there shall not be applicable to the PI Trust, the Trustee, the Delaware Trustee, the PI Committee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate

to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other Persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, or the PI Committee, set forth or referenced in this Trust Agreement. Section 3540 of the DST Act shall not apply to the PI Trust. Administration of the PI TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

8.14 Settlors' Representative and Cooperation. The PPOC Trust is hereby irrevocably designated as the Settlor, and the Settlor is hereby authorized to take any action required of the Settlor by the Trustee in connection with the Trust Agreement. The Settlor agrees to cooperate in implementing the goals and objectives of this Trust Agreement, the Plan, and the Confirmation Order.

8.15 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the PI TDP among the parties hereto (other than the Delaware Trustee and, for the avoidance of doubt, the Debtors and the other Released Parties) shall first be subject to Mediation. Failing that they shall be resolved by submission of the matter to binding arbitration (the “**ADR Process**”); provided, however, that if one party objects to binding arbitration, or if the Delaware Trustee, the Debtors or the other Released Parties is a party to any applicable dispute, the matter shall be submitted to the Bankruptcy Court for a judicial determination; further provided, however, that any dispute involving adjustment of the pro rata payment shall be resolved in the first instance by the ADR Process. Should any party to the ADR Process be dissatisfied with the recommendation of the arbitrator(s), that party may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be *de novo*. In any case, if the dispute arises pursuant to the consent provision set forth in Section 5.7(b) (in the case of the PI Committee), the burden of proof shall be on the party or parties who withheld consent to show that such party’s objection and withholding of consent was reasonable. Should the unresolved dispute not be resolved by the ADR Process within thirty (30) days after submission, the parties are relieved of the requirement to pursue ADR Process prior to application to the Bankruptcy Court. If the Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR Process, the Trustee shall have the discretion to elect out of the ADR Process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court.

8.16 Preservation of Releases. Notwithstanding anything in the PI Trust Documents, including this Trust Agreement, the PPOC Trust Documents, or in any document submitted to the Trustee pursuant thereto to the contrary, under no circumstances shall the terms of the Non-GUC Releases granted or deemed to have been granted under the terms of the Plan, be amended or

modified in any manner.

8.17 Enforcement and Administration. The provisions of this Trust Agreement and the PI TDP shall be enforced by the Bankruptcy Court pursuant to the Plan and Confirmation Order. The parties hereto hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by the ADR Process in accordance with Section 8.15 above. The Bankruptcy Court and the courts of the State of Delaware shall have the exclusive jurisdiction with respect to any action relating to or arising from the PI Trust.

8.18 Effectiveness. This Trust Agreement shall not become effective until the later of the Effective Date and the date this Trust Agreement has been executed and delivered by all the parties hereto.

8.19 Rules of Interpretation. For purposes of this Trust Agreement, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) the words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Trust Agreement; (c) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (d) the term “including” shall be construed to mean “including, but not limited to,” “including, without limitation,” or words of similar import. In this Trust Agreement and the PI TDP the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

8.20 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by facsimile or portable document format (pdf)), and each such counterpart shall be deemed to be an original, but all such

counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date
set forth above.

SETTLOR: []

By: _____
Name:
Title:

TRUSTEE

By: _____
Name: Edgar C. Gentle, III, Esq.

DELAWARE TRUSTEE
WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
Name: David B. Young
Title: Vice President

PI COMMITTEE
ANDREWS & THORNTON

By: _____
Name: Sean Higgins, Esq.

ASK LLP

By: _____
Name: Joseph L. Steinfeld, Jr., Esq.

Exhibit 2-D

PI Trust Distribution Procedures

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO OPIOID PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES FOR PI

CLAIMS

These Endo Opioid Personal Injury Trust Distribution Procedures (“**PI TDP**”) provide for resolving all PI Opioid Claims¹, as contemplated by the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors (the “**Plan**”), and as provided in the Endo Opioid Personal Injury Trust Agreement (“**PI Trust Agreement**”) and the PPOC Trust Documents. The Plan, the Confirmation Order, and the PI Trust Documents establish the Endo Opioid Personal Injury Trust (“**PI Trust**”). The trustee of the PI Trust (“**Trustee**”) shall implement and administer these PI TDP in accordance with the PI Trust Agreement and the PPOC Trust Documents. Holders of PI Opioid Claims are referred to herein as “**PI Claimants**.”²

ARTICLE 1

INTRODUCTION

1.1 Purpose of the PI TDP. The goal of the PI Trust is to treat all eligible present private opioid claims equitably and in accordance with the requirements of the Governing Order and Filings, the Plan, the Confirmation Order, the PI Trust Documents, and the Bankruptcy Code. This PI TDP furthers that goal by setting forth objective, efficient, and fair procedures for processing and paying eligible PI Opioid Claims.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Governing Order and Filings, the Plan, the Confirmation Order, the PI Trust Documents, or the PPOC Trust Documents.

² The term "**PI Opioid Claim**" means any and all Present Private Opioid Claims against any of the Debtors (a) held by a natural person (1) resulting from an injury to such natural person identified on the Claim Form, which injury resulted from such natural person's exposure to Opioids or opioid replacement or treatment medication, and (2) arising from (x) such natural person's use of a Qualifying Opioid or (y) the use by a decedent of a Qualifying Opioid prior to January 1, 2019, and b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, NAS PI Claims are not PI Claims. The term "**PI Claimant**" includes each person holding a PI Claim. Any persons whose claims involve opioid use where the first use of a Qualifying Opioid is January 1, 2019 or later are not PI Claimants, do not have PI Claims and are not eligible to participate in this PI TDP.

1.2 Funding of the Trust. The PI Trust shall be funded in accordance with the Governing Order and Filings, the Plan, the Confirmation Order, the PPOC Trust Documents, and the PI Trust Documents.

1.3 Interpretation. Except as may otherwise be provided below, nothing in this PI TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of PI Opioid Claims shall vest in such holders as of the Effective Date.

ARTICLE 2

PI TDP ADMINISTRATION

2.1 Claims Processor and Other Agents. Nothing in this PI TDP shall preclude the PI Trust from contracting with a third party to provide claims-processing, claims-audit, or other services to the PI Trust so long as decisions about the resolution of PI Opioid Claims are based on the relevant provisions of the Governing Order and Filings and this PI TDP, including the evidentiary criteria set forth herein. In accordance with the PI Trust Agreement, the Trustee may retain additional professionals, agents, and consultants to assist in carrying out the duties of the PI Trust.

2.2 PI Trust Advisory Committee. Pursuant to the Governing Order and Filings, the Plan, the Confirmation Order, and the PI Trust Documents, the Trustee shall administer the PI Trust and this PI TDP in consultation with the PI Trust Advisory Committee (“**PI Committee**”). The duties of the PI Committee with respect to the PI Trust are set forth in the PI Trust Documents. The Trustee shall obtain the consent of the PI Committee on any amendments to this PI TDP and on such other matters as are otherwise required below and in the PI Trust Agreement (provided, for the avoidance of doubt, that no amendments to this PI TDP or any other document shall impair,

modify or otherwise affect the efficacy, enforceability, scope or terms of releases or injunctions authorized under the Plan, the Confirmation Order, the Non-GUC Releases, or other Releases in the Plan). The initial Trustee and the initial members of the PI Committee are identified in the PI Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice, which may be provided via email, to the PI Committee (and to the extent the Purchaser's consent is required pursuant to Section 8.5 of the PI Trust Agreement, the Purchaser) of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment or take such action unless and until the parties have engaged in the Consultation Process or the Consent Process described in the PI Trust Agreement.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 PI Trust Claims Liquidation Procedures.

(a) Claims Materials. The PI Trust shall distribute certain claims materials for all eligible PI Opioid Claims as and to the extent set forth in the Plan. The claims materials will include a trust claim form substantially in the form of Exhibit A ("**PI Trust Claim Form**"), which shall require a certification signed by the claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed PI Opioid Claim eligible to receive payment from the PI Trust. Additionally, the claims materials shall include, (i) a HIPAA release form ("**HIPAA Release**"), substantially in the form of Exhibit B, and (ii) an heirship declaration(s) ("**Heirship Declaration**"), substantially in the form of Exhibit C, which must be provided by any person seeking a Distribution from the PI Trust in the capacity of an heir when

an Executor, Administrator, or Personal Representative of the Deceased Person's Estate has not been appointed by a Court, or, if an Executor, Administrator, or Personal Representative has been appointed by a Court, then the Court Order appointing such person. The claims materials may be amended by the Trustee with the consent of the PI Committee, so long as any such amendment is consistent with the terms of the PI Trust Agreement, the Plan, and the Confirmation Order and does not effect a change to the evidentiary criteria or the awards set forth in Sections 4.3 and 5.1 below and does not impair, modify or otherwise affect the enforceability, efficacy, scope or terms of the Non-GUC Releases; provided, that no holder of a PI Opioid Claim who completed the claims materials in accordance with the then-applicable procedures shall be prejudiced by any amendment to the claims materials made after the date such holder of a PI Opioid Claim submitted claims materials.

(b) Determination of Compensability. The PI Trust will receive, process, and resolve PI Opioid Claims in accordance with this PI TDP and determine whether they are Allowed and therefore eligible to receive payment from the PI Trust, or Disallowed as defined in the Plan (“**Disallowed Claims**”) and therefore not eligible for payment from the PI Trust. An “**Allowed PI Opioid Claim**” is a PI Opioid Claim that provides credible evidence that satisfies (as determined by the PI Trust) the evidentiary criteria set forth below, and is otherwise eligible for an offer of payment in accordance with this PI TDP.

(c) Treatment of Disallowed Claims. The PI Trust will not pay Awards to Disallowed Claims.

(i) Because the PI Trust will have limited funds, economic damages are not compensable. This PI TDP compensates only general pain and suffering. Nonetheless, all PI Opioid Claims are released, including both economic and non-economic or general

damages. In no circumstance, shall the PI Trust assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs). Claims that involve no demonstrated use of Qualifying Opioids are not compensable by the PI Trust, regardless of the theory of liability.

(ii) The adjudication of a PI Opioid Claim under the liquidation procedures of this PI TDP shall be deemed to be an adjudication of that PI Opioid Claim and any associated PI Opioid Claims of the PI Claimant against any of the Debtors or related entities, or any other Non-GUC Released Party (to the extent such PI Claimant has granted, or been deemed to grant, the non-GUC Release), regarding the same injuries that are the subject of its PI Opioid Claim. The portion of any Distribution from the PI Trust of an Award (under the liquidation procedures of this PI TDP) in respect of such PI Opioid Claim (other than any Additional Award), if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of all of such holder's PI Opioid Claims against only the Debtors; provided that a Distribution from the PI Trust of an Award that includes an Additional Award pursuant to the term herein, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of all of such holder's PI Opioid Claims against Non-GUC Released Parties. For clarity, any Distribution under this PI TDP does not waive or release any related claims a PI Claimant may have against other individuals or entities that are not Debtors or Non-GUC Released Parties.

(iii) No Claim submitted by a Co-Defendant (as defined in the Plan) will be deemed compensable by the PI Trust, and such claims shall not constitute PI Opioid Claims.

(iv) In the event a Claim is ultimately Disallowed, the enforceability, scope and terms of the Non-GUC Releases granted shall remain effective. The Non-GUC Releases are irrevocable. The consideration for the Non-GUC Releases is the right to an additional payment from the PI Trust that is calculated by multiplying (i) the amount of Pro Rata Payment (defined *infra*) to be made to such holder pursuant to the PI Trust Documents, by (ii) a multiplier of 4x (the “**Non-GUC Multiplier**”), but such right does not guarantee the applicable PI Opioid Claim will be Allowed. Claimants who have not timely granted (or been deemed to have granted, in accordance with the Plan) the Non-GUC Releases will not receive the Non-GUC Multiplier. By way of example, if the Pro Rata Payment to an Allowed Claimant herein is \$250 but the Claimant is not deemed to have granted a Non-GUC Release and does *not* affirmatively opt in to the non-GUC Release, their total Award would be \$250. If, however, that Allowed Claimant is deemed to have granted the Non-GUC Released in accordance with the Plan, or did opt in to the Non-GUC Release, they would receive an additional \$1,000 ($\250×4) for a total Award of \$1,250 ($\250 Pro Rata Payment plus $\$1,000$ Non-GUC Multiplier). For the avoidance of doubt, any such Claim that is Disallowed shall be released in full, as set forth in the Plan.

(d) Determination of Awards and Deductions. The PI Trust will liquidate and determine the gross amounts receivable on account of Allowed PI Opioid Claims (an “**Award**”) in accordance with this PI TDP. Awards will be a gross number *before* deduction of any allowed deductions or holdbacks, including, but not limited to, Trust administration costs as provided in the Trust Documents (the “**PI Trust Deductions and Holdbacks**”).

ARTICLE 4

PROCESSING AND RESOLUTION OF PI OPIOID CLAIMS BY THE PI TRUST

4.1 Processing of PI Opioid Claims.

(a) The Trustee shall set a deadline that is 30 days after the Effective Date to file a claim under this PI TDP ("**Claim Submission Deadline**"). PI Opioid Claims received after the Claim Submission Deadline will not qualify for payment absent a showing, to the satisfaction of and pursuant to the sole discretion of the Trustee, of extraordinary cause. In no event will groups of late claims be considered timely. The Trustee only has the discretion to consider late claims one at a time. Unless the Trustee finds extraordinary cause, late claims shall be Disallowed. In no event will any late claim be Allowed that is submitted more than 15 days after the Claim Submission Deadline, even if the Trustee finds extraordinary cause.

(b) To process PI Opioid Claims under this PI TDP, the PI Trust has the discretion to request additional documentation beyond that required by this PI TDP that is believed to be in the possession of the PI Claimant or his or her authorized agent or lawyer.

(c) The PI Trust will use appropriate accounting internal controls, technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate PI Opioid Claims.

(d) The PI Trust may investigate any PI Opioid Claim and may request information from any PI Claimant to ensure compliance with the terms outlined in this PI TDP. The PI Trust may request a PI Claimant to execute an additional HIPAA Release to enable the PI

Trust to directly obtain the PI Claimant's or Decedent's medical records for evaluation in accordance with this PI TDP.

(e) The Trustee has the sole discretion, subject to the appeal process set forth herein, to determine if a PI Opioid Claim is Disallowed or to reduce or eliminate Awards on PI Opioid Claims being liquidated hereunder where the Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under this PI TDP or by the PI Trust to resolve a PI Opioid Claim.

4.2 General Criteria for Allowed PI Opioid Claims. To establish an Allowed PI Opioid Claim in accordance with this PI TDP, a PI Claimant must satisfy all of the following criteria on or before the Claim Submission Deadline:

- (a) Have timely filed a Proof of Claim against one or more Debtors prior to the Bar Date³;
- (b) Complete and sign the Claim Form, checking at least one injury box, sign and submit the Claim Form;
- (c) Demonstrate usage of one of the qualifying prescribed opioids listed in Section 5.1(a) below (a "**Qualifying Opioid**");
- (d) Demonstrate usage of a Qualifying Opioid before January 1, 2019;
- (e) Complete, sign and submit the HIPAA release form(s);
- (f) If the PI Opioid Claim concerns the injuries of a Decedent, execute and submit an Heirship Declaration; and

³ Claims filed after the Bar Date set by the Court are not eligible for payment under this PI TDP and shall be Disallowed.

(g) To be eligible for the Non-GUC Multiplier from the PI Trust, granted (or be deemed to have granted pursuant to the Plan) the Non-GUC Releases by the Voting Deadline.

4.3 Pro Rata Payment. Allowed PI Opioid Claims will be paid a simple pro rata share of the distributable proceeds held by the PI Trust based on the total number of timely Allowed PI Opioid Claims submitted (the “**Pro Rata Payment**”). Allowed PI Opioid Claims who granted (or be deemed to have granted pursuant to the Plan) the Non-GUC Releases during the Voting Period will receive an additional award (an “**Additional Award**”) that is four times the Pro Rata Payment (**Non-GUC Multiplier**). Disallowed Claims (whether because untimely, because a deficiency is not timely cured, because no evidence of use of a Qualifying Opioid was produced or for any other reason) will not receive any Awards and therefore will not impact calculation of pro rata payments. However, notwithstanding the foregoing, unless otherwise ordered by the Bankruptcy Court, where the PI Claimant is deceased or incompetent, and the discharge and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant's representative, an offer made by the PI Trust on the claim shall remain open so long as proceedings before that applicable court or in that applicable probate process remain pending; provided that the PI Trust has been furnished with evidence that or reasonably believes that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the applicable court or through the probate process and accepted by the claimant's representative, the PI Trust shall pay the claim in the amount so offered.

ARTICLE 5

VALUATION OF AND EVIDENTIARY

REQUIREMENTS FOR ALLOWED CLAIMS

5.1 Evidentiary Requirements for Opioid Product Identification.

(a) List of Qualifying Opioids. The following list sets forth the Qualifying Opioids as required to establish an Allowed PI Opioid Claim pursuant to Section 4.2(c):

(i) Qualifying Brand Name Opioids shall include the following Debtor or Paladin opioids: ABSTRAL[®]; BELBUCA[®]; CHERATUSSIN[®]AC; DARVON-N[®]; DEPODUR[®]; ENDOCET[®]; ENDODAN[®]; IBUDONE[®]; METADOL[®]; MEPERITAB[®]; METADOL-D[®]; NUBAIN[®]; NUCYNTA[®]; OPANA[®]; OPANA[®] ER; PERCOCET[®]; PERCODAN[®]; TRIDURAL[®]; STATEX[®]; VI-G-TUSS[®]; ZYDONE[®].

(ii) Qualifying Generic Opioids shall include any generic opioid manufactured, marketed, and/or sold by the Debtors, including but not limited to any of the following names: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Par Sterile Products, Qualitest Pharmaceuticals, and Vintage Pharmaceuticals.

(A) The following is a currently known list of National Drug Codes (NDC's) associated with Qualifying Generic Opioids: 63481-0161; 63481-0207; 63481-0348; 63481-0519; 63481-0685; 63481-0820; 63481-0952; 60951-0310; 63481-0612; 63481-0613; 63481-0624; 63481-0434; 63481-0435; 63481-0436; 63481-0437; 63481-0438; 63481-0439; 63481-0440; 63481-0522; 63481-0553; 63481-0571; 63481-0617; 63481-0674; 63481-0693; 63481-0812; 63481-0813; 63481-0814; 63481-0815; 63481-0816; 63481-0817; 63481-0818;

63481-0907; 63481-0621; 63481-0622; 63481-0623; 63481-0627; 63481-0628;
63481-0629; 63481-0121; 63481-0668; 63481-0669; 63481-0698; 00603-2337;
00603-2338; 00603-2339; 00603-9013; 00603-1020; 00603-1295; 00603-3880;
00603-3881; 00603-3882; 00603-3883; 00603-3884; 00603-3885; 00603-3886;
00603-3887; 00603-3888; 00603-3890; 00603-3891; 00603-3609; 00603-3897;
00603-3584; 00603-3586; 00603-4998; 00603-4978; 00603-4979; 00603-4982;
00603-4990; 00603-4991; 00603-4992; 00603-4993; 00603-4994; 00603-4997;
00603-1492; 60951-0602; 60951-0602; 60951-0700; 60951-0701; 60951-0712;
60951-0796; 60951-0797; 60951-6027; 60951-7968; 60951-7978; 60951-0310;
60951-6107; 60951-6108; 49884-0761; 49884-0762; 49884-0764; 63481-0532;
49884-0459; 49884-0460; 49884-0461; 49884-0462; 49884-0463; 49884-0464;
63481-0531; 63481-0533; 63481-0534; 49884-0761; 49884-0762; 49884-0763;
49884-0764; 67767-0120; 67767-0121; 67767-0122; 67767-0123; 67767-0120;
67767-0121; 67767-0122; 67767-0123; 00603-1091; 00603-1091; 00603-3897;
00603-3897; 00603-1306; 00603-3584; 00603-3586; 00603-3609; 00603-3880;
00603-3882; 00603-3882; 00603-3882; 00603-3882; 00603-3882; 00603-3882;
00603-3882; 00603-3883; 00603-3883; 00603-3883; 00603-3884; 00603-3884;
64376-0640; 64376-0640; 60951-6397; 60951-6398; 60951-6399; 60951-6407;
60951-6408; 60951-6417; 00254-3594; 00254-3591; 00254-3594; 00254-3594;
00254-3595; 00254-3596; 00603-1295; 00603-3881; 00603-3881; 00603-3881;
00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881;
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00603-3891; 00603-3891; 00603-3891; 00603-3891; 00603-3891; 00254-3598;
00254-3601; 64376-0643; 64376-0643; 64376-0648; 64376-0648; 64376-0649;
64376-0649; 00254-3600; 00172-5643; 00172-5643; 00182-0681; 00182-0681;
00254-3597; 00254-3597; 00254-3598; 00254-3600; 00254-3600; 00254-3601;
00677-1184; 00677-1184; 00677-1504; 00677-1504; 00677-1621; 00677-1622;
58809-8380; 06686-9118; 06686-9128; 50991-0578; 50991-0579; 50991-0579;
50991-0578; 00603-4415; 00603-4416; 49884-0665; 49884-0666; 49884-0667;
49884-0668; 49884-0669; 49884-0670; 49884-0833; 49884-0834; 49884-0835;
49884-0836; 49884-0837; 49884-0838; 60951-0652; 60951-0653; 60951-0655;
60951-0658; 60951-0659; 60951-6528; 60951-6538; 60951-6558; 60951-6588;
00603-4978; 00603-4979; 00603-4979; 00603-4982; 00603-4982; 00603-4997;
00603-4998; 00603-4998; 00182-1465; 00254-4832; 60951-6607; 60951-6608;
49881-0327; 49884-0326; 60951-0794; 60951-0795; 60316-2558; 60317-9958;
00603-1853; 60318-5358

(b) Establishing Use of Qualifying Opioids. One of the following is required to demonstrate use of a Qualifying Opioid as listed in Section (a):

(i) A PI Claimant who provides evidence of a prescription for a Qualifying Brand Name Opioid pursuant to Section 5.1(a)(i), may rely on the name alone without the necessity of a corresponding NDC number.

(ii) To qualify based on the use of one of the Qualifying Generic Opioids listed in Section 5.1(a)(ii) above, a PI Claimant must present acceptable evidence of use showing either:

(A) The corresponding NDC number, which is set forth in the list in Section 5.1(a)(ii)(A) above;⁴ or

(B) A notation in the acceptable record that the product is manufactured or sold by Endo or one of its affiliates.

(c) Acceptable Evidence for Establishing Use of Qualifying Opioids. All PI Claimants must demonstrate a prescription (which contains the name of the PI Claimant or Decedent, as applicable) and a Qualifying Opioid by submitting one of the following pieces of evidence:

(i) Pharmacy prescription records;

(ii) Prescription records, including without limitation:

(A) A visit note in which the prescribing physician lists a prescription for one of the Qualifying Opioids, or

(B) A signed prescription from a doctor for one of the Qualifying Opioids;

⁴ The list of NDC numbers may be supplemented as additional information becomes available.

(iii) A historical reference⁵ to one of the Qualifying Opioids, including but not limited to:

(A) A reference in contemporaneous medical records to historical use of one of the Qualifying Opioids,

(B) A reference in contemporaneous substance abuse, rehabilitation, or mental health records to historical use of one of the Qualifying Opioids,

(C) A reference in contemporaneous law enforcement records to historical use of one of the Qualifying Opioids, or

(D) A reference in contemporaneous family law or other legal proceedings records to historical use of one of the Qualifying Opioids;

(iv) A photograph of the prescription bottle or packaging of one of the Qualifying Opioids with the name of the PI Claimant (or Decedent, as applicable) as the patient listed on the prescription label; or

(v) A certification supplied by a Debtor, any of its successors or a third party at a Debtor's or one of its successors' upon request, or the PI Trust, indicating the customer loyalty programs, patient assistance programs (“**PAPs**”), copay assistance programs, or any other data otherwise available to the certifying entity reflects that the PI Claimant (or Decedent, as applicable) had at least one prescription for one of the Qualifying Opioids.

⁵ The record must have been created prior to January 1, 2019.

(vi) The PI Trust shall have discretion to determine whether these requirements have been met so as to provide sufficient indicia of reliability that the PI Claimant or Decedent (as applicable) was prescribed and used Qualifying Opioids.

(vii) Any PI Claimant who does not meet the requirements of Sections 4.2, 5.2(a), 5.2(a), and 5.2(c)(i-vi) is not entitled to full payment from the PI Trust.

5.2 Deficiencies and Opportunity to Cure.

(a) The PI Trust will develop policies and procedures to notify PI Claimants when a claim submitted for liquidation pursuant to this PI TDP is incomplete or otherwise deficient. The PI Trustee shall issue all deficiencies within 60 days of any timely Claim submission. If notified of a deficiency in the Claim Materials or evidence submitted to the PI Trust, the deficiency must be cured no later than 15 days after the deficiency notice has been sent to the Claimant, to be deemed an Allowed PI Opioid Claim. Failure to do shall cause the Trustee to deem the PI Claimant a Disallowed Claim. Any Non-GUC Release granted (or deemed granted pursuant to the Plan) by a holder of a Disallowed Claim shall remain in full force and effect even upon the disallowance of such claim.

(b) If the deficiency is timely cured to the satisfaction of the PI Trust, no deduction or penalty will be assessed to an otherwise qualifying PI Opioid Claim.

5.3 [RESERVED].

5.4 Appeals to Special Master.

(a) With the consent of the PI Committee, the Trustee may appoint one or more neutral persons to serve as an Appeals Special Master pursuant to this provision. Each Appeals Special Master shall be paid a flat rate of \$500 to review and issue a determination on each appeal referred to the Appeals Special Master for resolution.

(b) A PI Claimant who disagrees with the ruling of the PI Trust may appeal to the Appeals Special Master within 15 days of notice of such ruling by submitting a written statement outlining the PI Claimant's position and why the PI Claimant believes the PI Trust has erred.

(c) An appeal fee of \$500 shall be assessed against the PI Claimant's recovery from the PI Trust.

(d) The Appeals Special Master shall review only the appeal record and claim file in deciding the appeal. The Appeals Special Master shall apply the guidelines and procedures established in this PI TDP, and the appeals process shall not result in any modification of substantive eligibility criteria and in no event shall any review or appeal process affect the Release Form or the scope or terms of the Release granted thereunder or the requirement that the delivery thereof is mandatory in order to be eligible to receive any distribution from the PI Trust.

(e) The Appeals Special Master shall issue a confidential determination on the appeal in writing, which shall be served on the PI Claimant (and the PI Claimant's counsel, where applicable) and the PI Trust.

(f) Decisions of the Appeals Special Master are final and binding, and PI Claimants have no further appeal rights beyond those set forth in this PI TDP.

5.5 Claims Audit Program.

(a) In General. Within 30 days of the Effective Date, the Trustee, with the consent of the PI Committee, shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the PI Trust and approved for an offer of payment (a claims audit program). The PI Trust may retain an independent third-party to implement the audit program. In the event that the PI Trust reasonably determines that any individual or entity has

engaged in a pattern or practice of providing unreliable evidence to the PI Trust, it may decline to accept additional evidence from such provider in the future.

(b) Assessment of Additional Information. To the extent that the PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the PI Trust or the entity overseeing the claims audit program, in the PI Trust's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any PI Claimant subject to the claims audit program shall cooperate and, if requested, provide the PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the PI Trust to obtain medical and other records to verify the claim.

(c) Actions Based on Audit Results. In the event that an audit reveals that fraudulent information has been provided to the PI Trust, the PI Trust may penalize any PI Claimant or PI Claimant's attorney by rejecting the PI Opioid Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

5.6 Costs Considered. Notwithstanding any provision of this PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid PI Opioid Claims so that the payment of Allowed PI Opioid Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting a claim. The Trustee shall have the latitude to make judgments regarding the amount of costs to be expended by the PI Trust so that Allowed PI Opioid Claims are not unduly further impaired by the costs of

additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

5.7 Reasonable Deadline Extension. The Trustee may reasonably extend the deadlines established herein with the consent of the PI Committee, provided that no such extension shall affect the Voting Deadline and the requirement that Non-GUC Releases must be submitted by the Voting Deadline.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) In General. All submissions to the PI Trust by a holder of a PI Opioid Claim, including the Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the PI Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Authorized Disclosures.

(i) Claimant Consent and Subpoenas. The PI Trust will preserve the confidentiality of PI Claimant submissions and PI Trust decisions thereon, and shall disclose the contents thereof only to such other persons as authorized by the holder or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware, or the United States District Court for the Southern District of New York overseeing the Plan. The PI

Trust shall provide the PI Claimant or counsel for the PI Claimant a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) PI Claimants, the PI Trust may instead first provide a copy of the subpoena to counsel for the PI Committee and delay providing a copy of the subpoena to counsel for individual PI Claimants until, in the Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the PI Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The PI Trust shall on its own initiative or upon request of the PI Claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware, or the United States District Court for the Southern District of New York and before those courts having appellate jurisdiction related thereto. Notwithstanding the foregoing, the Trustee or his professional agents, or consultants may disclose the amount of any Award to the Future PI Trustee or his professionals, agents or consultants.

(ii) Other Required Disclosures. Notwithstanding anything in the foregoing to the contrary, with the consent of the PI Committee, the PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, or as required in connection with a lien-resolution program or lien-resolution laws (including those relating to Medicare liens); provided, however, that the PI

Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality.

(c) Claimant Discovery Obligations. Nothing in this PI TDP, the Plan, the Confirmation Order, or the PI Trust Agreement expands, limits or impairs the obligation under applicable law of a PI Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the PI Trust for the purpose of obtaining compensation for opioid-related injuries from the PI Trust.

(d) Secure Destruction Upon Termination. As part of the process by which the PI Trust's activities are wound-down in connection with termination of the PI Trust, and once the Trustee has determined that there is no legitimate reason to retain PI Opioid Claims records submitted by PI Claimants, the PI Trust shall securely destroy all records containing personal information about PI Claimants or other individuals identified in the PI Opioid Claims records. The destruction of such records shall comply with Delaware law and any applicable federal laws that may apply to the information contained within the records, such that any personal or individual-identifying information is rendered unreadable, undecipherable, and inaccessible. Following such destruction, the Trustee shall file a certification with the Bankruptcy Court attesting to the PI Trust's compliance with this provision.

ARTICLE 7

[RESERVED]

ARTICLE 8

DISTRIBUTIONS FOR THE BENEFIT OF MINORS

8.1 Procedures Regarding Distributions for the Benefit of Minor Claimants. The following procedures apply to any PI Claimant who is a minor under applicable law (a "**Minor Claimant**") for so long as the PI Claimant remains a minor under applicable law.

8.2 Actions by Proxy of Minor Claimant.

(a) A Minor Claimant's custodial parent, his/her legal guardian under applicable law (a "**Guardian**"), or an adult providing custody and care to the minor (any of the foregoing acting on behalf of the Minor Claimant, the "**Proxy**") is authorized to make submissions on behalf of the Minor Claimant under the PI TDP, subject to Section 8.2(b) below.

(b) The Proxy shall be responsible for submitting, on behalf of such Minor Claimant, all required forms under the PI TDP, including the Claim Form, as well as any evidence required by the PI Trust to support the Claim Form, and any other documentation required or requested pursuant to the Governing Order and Filings or the PI TDP.

(c) The Proxy is authorized to take, on behalf of a Minor Claimant, all actions under the PI TDP that the Minor Claimant would be authorized to take if such Minor Claimant were an adult.

8.3 Establishing Proxy of a Minor Claimant.

(a) Any purported Proxy making a submission to the PI Trust on behalf of a Minor Claimant shall include along with such submission documentation of his/her authority to act on behalf of the Minor Claimant, consisting of the following:

(i) If the purported Proxy is the Guardian of the Minor Claimant, then the court order appointing that Proxy as Guardian, or other documents reasonably acceptable to the PI Trust as sufficient under applicable law to evidence the guardianship.

(ii) If the purported Proxy is the custodial parent of the Minor Claimant, then a statement under penalty of perjury that such Proxy is the custodial parent of the Minor Claimant.

(iii) If the purported Proxy is neither the Guardian nor custodial parent of the Minor Claimant, then a statement under penalty of perjury by the purported Proxy that he/she is providing custody and care to the Minor Claimant, stating for how long he/she has been providing such care and custody, explaining his/her relationship to the Minor Claimant and the circumstances around the provision of care and custody, as well as a statement and/or records from one or more of the following in support of his/her statement under penalty of perjury:

- (A)** Minor Claimant's school;
- (B)** Purported Proxy's landlord or property manager;
- (C)** Minor Claimant's health provider;
- (D)** Minor Claimant's child care provider;
- (E)** Purported Proxy's placement agency;
- (F)** Governmental social services agency;
- (G)** Indian tribe officials; or
- (H)** Purported Proxy's Employer.

(iv) Whether the purported Proxy is a Guardian, custodial parent, or neither, the PI Trust may require additional corroborating evidence at its discretion,

including in the event that instructions are received from more than one purported Proxy for the same Minor Claimant.

8.4 Distributions for Minor Claimants. A Proxy, who has, pursuant to Section 8.3 of the PI TDP, established to the reasonable satisfaction of the Claims Administrator that they are the custodial parent or Guardian of the Minor Claimant, will receive the amount of the net award to the Minor Claimant as set forth in accordance with the terms of this TDP upon receipt by the Claims Administrator of, in addition to all other required materials, a sworn statement by the Proxy attesting to the following: (a) that the Proxy is financially responsible for the Minor Claimant's welfare; (b) that all funds received by the Proxy from the Early Distribution will be used for the direct benefit and welfare of the Minor Claimant; and (c) that the Proxy has agreed to account for and demonstrate, if requested by the Trustee, a court of law, government official or the Minor Claimant, that all funds received by the Proxy have been used for the direct benefit and welfare of the Minor Claimant, or the amount of such funds that are in the possession of the Proxy which have yet to be expended for such purpose.

8.5 Payments of attorneys' fees.

(a) Within a reasonable period following receipt of notice of the final distributable amount on a Minor Claimant's PI Opioid Claim, and using forms to be provided by the PI Trust or the Debtors, the Minor Claimant's counsel shall submit to the PI Trust, with a copy to the Proxy, a request for payment of legal fees and expenses from the Minor's recovery.

(b) It is the Minor Claimant's attorney's duty to comply with all ethical and legal rules respecting such legal fees and expenses, and the PI Trust is permitted to rely upon such representation in issuing payments in respect of such fees and expenses.

(c) Absent objection from the Proxy with respect to such asserted fees and expenses, the PI Trust shall remit payment to the Minor Claimant's attorney in accordance with the latter's request.

EXHIBIT A

CLAIM FORM

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**CLAIM FORM FOR ENDO INTERNATIONAL, PLC
PI TRUST DISTRIBUTION PROCEDURES**

This proof of PI Trust Claim Form (“**PI Trust Claim Form**”) must be completed by each PI Claimant seeking an Award from the Endo Opioid Personal Injury Trust (the “**PI Trust**”) on a PI Claim.¹

**FAILURE TO SUBMIT THIS PI TRUST CLAIM FORM AS PROVIDED IN THE PI TDP
MAY CAUSE THE PI CLAIM TO BE DEEMED NON-COMPENSABLE UNDER THE PI
TDP.**

Instructions:

If you hold multiple PI Claims against the Debtors on account of injuries to more than one opioid user, then fill out one PI Trust Claim Form for each of those PI Claims. If you hold multiple PI Claims on account of multiple injuries to the same opioid user, then fill out only one PI Trust Claim Form. One PI Trust Claim Form submitted for a PI Claim shall be deemed to be a PI Trust Claim Form in respect of that PI Claim and also any PI Claims against a Released Person that are associated with that PI Claim.

Follow the instructions of each section carefully to ensure that your PI Trust Claim Form is submitted correctly. If any section does not pertain to your claim, leave it blank. Except as otherwise indicated, all words shall be given their ordinary, dictionary meaning. Submitting this PI Trust Claim Form does not guarantee that you will receive payment from the PI Trust. Whether you will receive payment depends on whether you provide the required submissions, as set forth in the PI TDP and whether your claim meets the eligibility requirements set forth in the PI TDP.

In conjunction with this PI Trust Claim Form, you will receive an Opt-in Form that allows you to participate in this PI TDP. If you do not elect to opt into this PI TDP and/or do not execute the accompanying Release, you are not eligible to participate in the PI TDP.

Each PI Claimant is responsible for satisfying any liens that health insurance companies, government entities (including Medicare and Medicaid), or any other third party may have against any Award that may be issued by the PI Trust. By submitting this PI Trust Claim Form and choosing to liquidate your Claim under the PI TDP, you understand that the PI Trust may enter into a lien resolution program (“**LRP**”) and, if the PI TDP does enter into a LRP, you are deemed to consent to the LRP and the PI Trust’s release of information provided in connection with your PI Claim as required under the LRP to identify any liens that may be asserted against an Award based on the PI Claim. If any liens are identified against your Award, the PI Trust may reduce your Award by the amount required to satisfy the lien(s).

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in the Endo Opioid Personal Injury Trust Distribution Procedures for PI Claims (“**PI TDP**”), Sale Order, the PI Trust Documents, the PPOC Trust Documents, or the March 2023 Stipulation.

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

Claim Form Submission: **You may submit this completed PI Trust Claim Form online at endopitrust.com or by mailing it to Endo PI Trust, P.O. Box 361930, Hoover, Alabama, 35236-1930.**

PART ONE: PERSONAL INFORMATION OF PI CLAIMANT

Please fill out only **one** of the following sections (Section 1.A or 1.B).

- If you hold a PI Claim arising from **your own use of opioids** (or if such holder is alive and you are completing this form as his/her representative), fill out **Section 1A**.
- If you hold a PI Claim due to **use of opioids by a deceased person** (or you are completing this form on behalf of such a holder as his/her representative), fill out **Section 1.B**.

Section 1.A: If you hold a PI Claim arising from your own use of opioids (or if such holder is alive and you are completing this form as his/her representative), then the term “Claimant” in this PI Trust Claim Form refers to the person who used opioids, whether that is you or the person you represent. Please fill out the information below:

Claimant’s Name: _____

Claimant’s Date of Birth: _____

Claimant’s Address: _____

Claimant’s Social Security Number or
Taxpayer ID or Social Insurance Number (Canada): _____

Representative Name (if applicable): _____

Legal Authority for Representative (if applicable): _____
(e.g., POA, Legal Guardian, Conservator)

Section 1.B: If you are filing a PI Claim for a deceased person with a claim due to the deceased person’s use of opioids, or you are completing this form as the representative of an individual with a claim for a deceased person’s use of opioids, please fill out the information below:

Name of Deceased Person Who Used Opioids: _____

Date of Birth of Deceased Person Who Used Opioids: _____

Date of Death: _____

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

Social Security Number (or Taxpayer ID or Social Insurance Number (Canada)) of Person Who Used Opioids: _____

Name of Claimant Filing Claim on behalf of the Person Who Used Opioids: _____

Claimant's Address: _____

Claimant's Relationship to Person Who Used Opioids: _____
(i.e., parent, sibling, child, spouse, etc.)

Representative Name (if applicable): _____

Legal Authority for Representative (if applicable): _____
(e.g., POA, Legal Guardian, Conservator)

If a Court has appointed you as Executor, Administrator or Personal Representative of the Deceased Person's Estate, then submit the Court Order so appointing you along with your PI Trust Claim Form. If a Court has not appointed you as Executor, Administrator, or Personal Representative of the Deceased Person's Estate, then also execute and submit the appropriate Heirship Declaration attached.

PART TWO: PRESCRIBED MEDICATIONS

Identify the Qualifying Opioids that the opioid user who is the subject of this PI Claim was prescribed. *Include evidence of the prescriptions when submitting this PI Trust Claim Form.*

- Belbuca
- Opana
- Opana ER
- Percocet
- Depodur
- Zydone
- Endo/Par/Qualitest Generic (name)

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

PART THREE: OPIOID USER AND OPIOID CLAIMANT INJURIES

WARNING: IF YOU DO NOT CHECK ANY INJURIES ON THIS LIST, THEN YOUR PI CLAIMS WILL BE DISALLOWED AND YOU WILL RECEIVE NO RECOVERY

___ ADDICTION

___ OPIOID USE DISORDER

___ WITHDRAWALS

___ OVERDOSE

___ REHAB

___ OTHER: A medical, physical, cognitive, or emotional condition that has been diagnosed as having resulted from such natural persons exposure to Opioids or opioid replacement or treatment medication.

Please enter the earliest date of injury for any injuries checked above: _____

PART FOUR: MEDICAL LIENS

Section 4.A: Did any insurance company pay for medical treatment for the opioid-related injuries that gave rise to your PI Claim?

Yes: _____ No: _____

Section 4.B: In the last 20 years, was the opioid user who is the subject of your claim eligible for coverage by any of the following, or did any of the following actually pay for his/her opioid-related health costs?

Respond by writing “Yes” or “No” next to each insurance provider name, and provide the requested information as to each. If any insurance carrier who provided coverage to the opioid user is not identified, please fill in that carrier’s information at the bottom of the chart.

Type of Insurance:	Yes/No	Street Address:	Phone Number	Policy Number (if any)	Policy Holder	Dates of Coverage
Medicare						
Medicaid						
Tricare						
VA						
Champus						

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

Private – List name(s) below: _____ _____						
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PART FIVE: SIGNATURE

This PI Trust Claim Form must be signed by the Injured Party or the Injured Party’s Personal Representative.

Name of person who is signing this form: _____

E-mail address of person who is signing this form: _____

Phone Number of person who is signing this form: _____

I am including the evidence requested above in my submission of this form: Yes:____ No:_____

I declare under penalty of perjury that the representations made and the information provided on this PI Trust Claim Form are true, correct and complete to the best of my knowledge.

*Signature of PI Claimant (or signature of
Representative Completing this Form for a PI
Claimant)*

**HIPAA RELEASE FORM FOR
PI TRUST DISTRIBUTION PROCEDURES**

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name:_____ **Date:**_____

Date of Birth:_____ **Soc. Sec. No.**_____

1. The following individuals or organizations are authorized to disclose my health records to the parties specified below in section #4:

(Note: Please list the names of your medical care providers and your health insurance providers that may have records relevant to the resolution of your PI Claim. If you are unsure of the exact legal name of your medical providers and health insurance providers, you can leave this blank, and we will complete it for you with the understanding that you authorize all relevant parties):

2. The type and amount of information to be used or discloses is as follows:

The entire record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies, for the following dates:

Dates of Services - From: _____ To: _____

(Note: List the date range for which the medical providers and insurance companies above may have records relevant to the resolution of your PI Claim. If you are unsure of the exact dates, then leave this blank, and we will complete this section for you with the understanding that you authorize all relevant date ranges).

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, as well as treatment for alcohol and drug abuse.
4. The health information may be disclosed to and used by the following individual and/or organization:
 - a. Endo Opioid Personal Injury Trust

- b. Edgar C. Gentle, III., of Gentle, Turner & Benson, LLC, as the Trustee and Claims Administrator of the Endo Opioid Personal Injury Trust
 - c. MASSIVE: Medical and Subrogation Specialists
5. I understand I have the right to revoke this authorization at any time. I understand 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 10 years after the date that I sign it.
6. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization and forego a recovery under the Endo Opioid Personal Injury Trust Distribution Procedures. I understand that no organization may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 1634.524. I understand 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 or HIPAA. If I have questions about disclosure of my health information, I can contact the parties listed above in section #4.

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

Exhibit 2-E

NAS PI Trust Agreement

NAS PERSONAL INJURY TRUST AGREEMENT

This NAS Personal Injury Trust Agreement (this “**Trust Agreement**”), dated as of [____
____], and effective as of the Effective Date,¹ is entered into, pursuant to the [*Third*] *Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* (the “**Plan**”) [Docket No. 3535] and the Confirmation Order (as defined below), by the trustee (the “**PPOC Trustee**”) of the Voluntary Present Private Opioid Claimant Resolution Trust Agreement, dated as of [●], 2024 (the “**PPOC Trust**”); [_____] (the “**Delaware Trustee**”); the NAS PI Trustee identified on the signature pages hereof (the “**Trustee**”); the members of the NAS Trust Advisory Personal Injury Committee identified on the signature pages hereof (the “**NAS Committee**”); and with the consent of the Ad Hoc Committee of NAS Children as identified in the applicable Rule 2019 Disclosure (the “**Ad Hoc Committee**”);

WHEREAS, on August 16, 2022, Endo International plc and its affiliated debtors and debtors in possession (together with any later-filed affiliate debtors and debtors in possession, the “**Debtors**”) commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), administered and known as *In re Endo International plc, et al.*, No. 22-22549 (JLG) (the “**Chapter 11 Cases**”);

WHEREAS, on [●], 2024, the Bankruptcy Court entered the order confirming the Plan [Docket No. ____] (the “**Confirmation Order**”);

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Governing Order and Filings, the PPOC Trust Documents, and the other NAS PI Trust Documents, as applicable, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the Plan, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

WHEREAS, the Plan contemplates, *inter alia*, for the creation of a NAS PI Trust, as provided herein to be called the NAS Personal Injury Trust (the “**NAS PI Trust**”);

WHEREAS, as contemplated by the Plan and Confirmation Order, the NAS PI Trust shall be established to (i) assume all of the Debtors’ liability for the NAS PI Claims,² (ii) collect distributions made on account of the NAS PI Trust Share in accordance with the Plan and NAS PI Trust Documents and the Governing Order and Filings, (iii) administer the NAS PI Claims, (iv) make Distributions to holders of Allowed NAS PI Claims in accordance with the NAS PI Trust Documents, and (v) carry out such other matters as are set forth in the Governing Order and Filings and the NAS PI Trust Documents;

WHEREAS, the Plan contemplates that, as of the Effective Date, all NAS PI Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust and then further channeled to the NAS PI Trust in accordance with the Plan and NAS PI Trust Documents, which shall resolve the eligible NAS PI Claims under the NAS PI Trust Documents;

WHEREAS, as further set forth in Governing Order and Filings and the NAS PI Trust Documents, the purpose of the NAS PI Trust is to use its assets and income to resolve and satisfy all NAS PI Claims and the NAS PI Trust shall: (i) hold, manage, and invest all funds and other assets received by the NAS PI Trust from the PPOC Trust for the benefit of the beneficiaries of the NAS PI Trust; and (ii) administer, process, resolve, and liquidate all NAS PI Claims that are Allowed by the Trustee in accordance with the NAS PI Trust Distribution Procedures for NAS PI

² The term “**NAS PI Claim**” means any and all Present Private Opioid Claims against any of the Debtors (a) of any natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “NAS PI Claims” shall not include Future NAS PI Claims but shall include NAS Monitoring Opioid Claims.

Claims (the “**NAS PI TDP**”);

WHEREAS, it is the intent of the PPOC Trustee, the Trustee, and the NAS Committee, that the NAS PI Trust will value the NAS PI Claims, and be in a financial position to pay holders of Allowed NAS PI Claims, in each case, in accordance with the terms of the NAS PI Trust Documents and the Governing Order and Filings;

WHEREAS, all rights of the eligible holders of NAS PI Claims (“**NAS PI Claimants**”) arising under the NAS PI Trust Documents shall vest upon the Effective Date;

WHEREAS, pursuant to the Plan and the Confirmation Order, the NAS PI Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “**OSF Regulations**”), and to be treated consistently for state and local tax purposes to the extent applicable; and

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name. This NAS PI Trust was established by the filing of a Certificate of Trust with the Secretary of State for the State of Delaware on [•], 2024. This NAS PI Trust shall be known as the “NAS Personal Injury Trust,” which is the NAS PI Trust contemplated by the Governing Order and Filings. The Trustee of the NAS PI Trust may transact the business and affairs of the NAS PI Trust in the name of the NAS PI Trust, and references herein to the NAS PI Trust shall include the Trustee acting on behalf of the NAS PI Trust. It is the intention of the Debtors, Purchaser Parent, and the parties hereto that the trust created hereby constitutes a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801

et seq. (the “**DST Act**”), and that this document constitutes the governing instrument of the NAS PI Trust. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State.

1.2 Purpose. The purpose of the NAS PI Trust is to assume all of the Debtors’ liabilities and responsibility for all NAS PI Claims, to resolve and make distributions in respect of Allowed NAS PI Claims in accordance with the NAS PI TDP and the other NAS PI Trust Documents, use the NAS PI Trust Share and income to meet its obligations, as well as to, among other things:

(a) collect the distributions from the PPOC Trust on account of the NAS PI Trust Share in accordance with the Plan and the NAS PI Trust Documents;

(b) direct the administration, processing, liquidation, and payment of all NAS PI Claims in accordance with the Plan, the Confirmation Order, and the NAS PI Trust Documents;

(c) preserve, hold, and manage the assets of the NAS PI Trust for use in paying and satisfying Allowed NAS PI Claims;

(d) qualify at all times as a qualified settlement fund;

(e) pay holders of Allowed NAS PI Claims in accordance with the Governing Order and Filings, this Trust Agreement, the NAS PI TDP, and any LRP (as defined below) the Trustee may establish, such that holders of Allowed NAS PI Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such Allowed NAS PI Claims;

(f) fund the NAS PI Trust and make distributions therefrom to holders of Allowed NAS PI Claims in accordance with the Plan, Confirmation Order, the NAS PI Trust Documents, and the LRP, if applicable;

(g) use the NAS PI Trust’s assets and income to pay any and all fees, costs, expenses, taxes, disbursements, debts, or obligations of the NAS PI Trust incurred from the

operation and administration of the NAS PI Trust (including in connection with the Plan, the Confirmation Order, the NAS PI Trust Documents and the LRP, if applicable) and management of the NAS PI Trust assets (together, the “**Trust Operating Expenses**”) in accordance with the NAS PI Trust Documents; and

(h) make Distributions on account of Allowed NAS PI Claims (together with the Trust Operating Expenses, the “**Trust Expenses**”).

1.3 Transfer of Assets. Pursuant to and in accordance with the Plan, the NAS PI Trust shall have received, on the Effective Date, the NAS PI Trust Share, and expects to receive as soon as reasonably practicable thereafter, its first payment from the PPOC Trust (together with any subsequent distributions and any proceeds from or interest thereon, the “**NAS PI Trust Share**”) to fund the NAS PI Trust and settle or discharge all NAS PI Claims. In all events, the NAS PI Trust Share or any other assets to be transferred to the NAS PI Trust under the Plan will be transferred to the NAS PI Trust free and clear of all Claims, interests, Liens, and other encumbrances and liabilities of any kind except as otherwise provided in the NAS PI Trust Documents, the Plan, or the Confirmation Order.

1.4 Separate PI Trust. This NAS PI Trust deals only with those claimants with Opioid Claims arising from intrauterine exposure to Opioids (including but not limited to neonatal abstinence syndrome – “**NAS**”). All other Opioid personal injury claimants are not eligible to participate in the NAS PI Trust and will be subject to a separate trust agreement.

1.5 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the NAS PI Trust, the NAS PI Trust hereby expressly accepts the transfer to the NAS PI Trust of the NAS PI Trust Share and any other transfers contemplated by the Plan, the Confirmation Order, and the NAS PI Trust Documents in

the time and manner as, and subject to the terms, contemplated in the Plan, the Confirmation Order, and the NAS PI Trust Documents.

(b) In furtherance of the purposes of the NAS PI Trust, the NAS PI Trust expressly assumes all of the Debtors' liabilities and responsibility for all NAS PI Claims and none of the Debtors, the Post-Emergence Entities, nor any of the Released Parties shall have any further financial or other responsibility or liability therefor or in connection therewith. Except as otherwise provided in the Plan or the NAS PI Trust Documents, the NAS PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding the NAS PI Claims that the Debtors or the Post-Emergence Entities have or would have had under applicable law; *provided, that*, no such cross-claims, defenses, offsets, recoupments, or other rights may be asserted against any Released Party.

(c) Notwithstanding anything to the contrary herein, no provision herein or in the NAS PI Trust Documents or in the Governing Order and Filings or any other document contemplated thereby shall be construed or implemented in a manner that would cause the NAS PI Trust to fail to qualify as a "qualified settlement fund" under the QSF Regulations.

(d) To the extent required by the DST Act, the beneficial owners (within the meaning of the DST Act) of the NAS PI Trust (the "**Beneficial Owners**") shall be deemed to be the NAS PI Claimants; *provided, that*, (i) the NAS PI Claimants, as such Beneficial Owners, shall have only such rights with respect to the NAS PI Trust and its assets as are set forth in the NAS PI TDP and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up of the NAS PI Trust, shall be deemed to apply to the NAS PI Claimants in their capacity as Beneficial Owners.

ARTICLE II

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Trustee is and shall act as the fiduciary to the NAS PI Trust in accordance with the provisions of the NAS PI Trust Documents and the Plan and any documents contemplated thereby. The Trustee shall, at all times, administer the NAS PI Trust and the NAS PI Trust Share in accordance with the Governing Order and Filings and the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Plan, and the Confirmation Order, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the NAS PI Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2, and any trust power now or hereafter permitted under the laws of the State of Delaware; *provided, that*, the Trustee may not take any action inconsistent with the terms of the Plan or the Confirmation Order.

(b) Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

(i) receive and hold the NAS PI Trust Share and exercise all rights with respect thereto, including the right to vote and sell any securities that are included in the NAS PI Trust Share;

(ii) invest the monies held from time to time by the NAS PI Trust, in consultation with the NAS Committee and the financial advisor for the NAS PI Trust (the

“**Financial Advisor**”);

(iii) sell, transfer, or exchange, in the ordinary course of business, any or all of the NAS PI Trust assets at such prices and upon such terms as the Trustee may consider proper, consistent with the other terms of the NAS PI Trust Documents, without further order of any court;

(iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the NAS PI Trust to operate; *provided, that*, no such agreements shall be inconsistent with the terms of the Plan or the Confirmation Order;

(v) pay liabilities and expenses of the NAS PI Trust;

(vi) subject to the terms of the Governing Order and Filings and the NAS PI Trust Documents, sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitative, or other proceeding;

(vii) establish, supervise, and administer the NAS PI Trust in accordance with the NAS PI Trust Documents and the Governing Order and Filings;

(viii) establish a lien resolution program (“**LRP**”) and appoint and oversee the actions of a lien resolution agent to carry out the LRP;

(ix) appoint, hire, or engage such officers, employees, advisors, counsel, consultants, independent contractors, representatives, and agents to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services (“**Professionals**”) as the business of the NAS PI Trust requires, and delegate to such Professionals such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in the Trustee’s discretion, deems advisable or necessary in order to carry out the terms of the NAS PI Trust Documents;

(x) select, engage, and pay reasonable compensation to one or more Appeals Masters pursuant to Section 4.12 below;

(xi) pay reasonable compensation to Professionals engaged by the NAS PI Trust;

(xii) as provided below, (a) compensate the Trustee, the Delaware Trustee, and the NAS Committee members, as well as their respective Professionals and (b) reimburse the Trustee, the Delaware Trustee, and the NAS Committee members, as well as their respective Professionals, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xiii) pay reimbursement to the Ad Hoc Committee, in accordance with Section 2.4, an aggregate amount based on billing submitted to the NAS PI Trust for work performed by the Ad Hoc Committee prior to the Effective Date, including the drafting of the NAS PI Trust Documents, negotiating a resolution, etc.;

(xiv) execute and deliver such instruments as the Trustee considers proper in administering the NAS PI Trust;

(xv) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the NAS PI Trust, provided such arrangements do not conflict with any other provision of the NAS PI Trust Documents;

(xvi) in accordance with Section 4.6 below, defend, indemnify, and hold harmless (and, if practicable and reasonable, purchase insurance indemnifying) (A) the Trustee, the Delaware Trustee, the members of the NAS Committee, and the Ad Hoc Committee (which shall have no role after the Effective Date for the NAS PI Trust), and (B) the Appeals Master(s) and the respective Professionals of the NAS PI Trust (including the Claims Administrator (as

defined below) and its staff and agents) (collectively the “**Indemnified Parties**” or “**Indemnified Party**” in the singular), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and insure its trustees, Professionals and other parties. For the avoidance of doubt, except as otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall be responsible or liable for any indemnification or reimbursement obligations under the NAS PI Trust Documents. Notwithstanding anything to the contrary herein, no party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which such party is liable under Section 4.4 below;

(xvii) [RESERVED]

(xviii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the NAS PI Trust Share to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4 below;

(xix) consult with the NAS Committee at such times and with respect to such issues relating to the conduct of the NAS PI Trust as the Trustee considers desirable in addition to such matters as are prescribed in the NAS PI Trust Documents;

(xx) make, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve in the name of the NAS PI Trust, any claim, right, action, or cause of action included in the NAS PI Trust Share (and not prohibited by the Plan, the Confirmation Order, or this Trust Agreement), before any court of competent jurisdiction; and

(xxi) contract for the establishment and continuing maintenance of a website (the “**Trust Website**”) to publish the claims materials and the Annual Report (as defined herein), and aid in communicating information to the beneficiaries of the NAS PI Trust and their

counsel or other authorized persons.

(d) The Trustee shall not have the power to guarantee any debt of other Persons.

(e) The Trustee agrees to take the actions of the NAS PI Trust required hereunder.

(f) The Trustee shall give the NAS Committee reasonably prompt notice of any material act performed or taken pursuant to Section 2.1(c)(i) above and any act proposed to be performed or taken pursuant to Section 2.2(g) below.

2.2 General Administration.

(a) The Trustee shall act in accordance with the NAS PI Trust Documents, the Plan, the Confirmation Order, and any documents contemplated by any of the foregoing. In the event of a conflict between the terms or provisions of the Plan and the NAS PI Trust Documents, the terms of the Plan shall control. In the event of a conflict between the terms or provisions of the Plan and the Confirmation Order, the terms of the Confirmation Order shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan and the Confirmation Order, regardless of whether any provision herein explicitly references the Plan or the Confirmation Order.

(b) The Trustee shall (i) timely file such income tax and other returns and statements required to be filed, and shall timely pay all taxes required to be paid by the NAS PI Trust, (ii) comply with all applicable reporting and withholding obligations (including any reports determined to be necessary by the Trustee under the Corporate Transparency Act, H.R. 2513, 116th Cong. (2019)), (iii) satisfy all requirements necessary to qualify and maintain qualification of the NAS PI Trust as a qualified settlement fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the NAS PI Trust to fail to qualify as a qualified settlement

fund within the meaning of the QSF Regulations.

(c) The Trustee may withhold, and shall pay to the appropriate tax authority all amounts required by law to be withheld pursuant to the Internal Revenue Code or any provision of any applicable foreign, state, or local tax law with respect to any payment or distribution to the holders of Allowed NAS PI Claims. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such holders of Allowed NAS PI Claims for all purposes of this Trust Agreement. The Trustee shall be authorized to collect tax information, which may include applicable IRS Form W-8 or IRS Form W-9, from the holders of Allowed NAS PI Claims (including tax identification numbers) as reasonably requested by the Trustee, readily available to the holders of the Allowed NAS PI Claims and necessary to effectuate the Plan, the Confirmation Order, and this Trust Agreement. The Trustee may refuse to make some or all of a Distribution to a holder of an Allowed NAS PI Claim that fails to furnish such information in a timely fashion, and until such information is delivered may treat such holder's Allowed NAS PI Claim, as disputed; *provided, however*, that, upon the delivery of such information by a holder of an Allowed NAS PI Claim, the Trustee shall make such Distribution to which such holder is entitled, without additional interest occasioned by such holder's delay in providing tax information. Notwithstanding the foregoing, if a holder of an Allowed NAS PI Claim fails to furnish any tax information reasonably requested by the Trustee before the date that is six months after the request is made (subject to extension in the discretion of the Trustee if such holder demonstrates to the reasonable satisfaction of the Trustee that such holder's failure to provide such tax information is due to one or more taxing authorities' failure to furnish information necessary to respond to the Trustee's reasonable request to such holder despite such holder's request for such information), to the fullest extent permitted by law, the Trustee in his discretion, may determine

that the amount of such distribution shall irrevocably revert to the NAS PI Trust, and any Allowed NAS PI Claim with respect to such Distribution shall be discharged and forever barred from assertion against the NAS PI Trust or its property. In the event a holder's claim is Disallowed and thereby discharged pursuant to this clause (c), the enforceability, efficacy, scope and terms of the Non-GUC Releases granted or deemed to have been granted by such holder pursuant to the Plan shall be unaffected by any such Disallowance and discharge and shall remain in full force and effect.

(d) The Trustee shall be responsible for all of the NAS PI Trust's tax matters, including without limitation, tax audits, claims, defenses and proceedings. The Trustee shall file (or cause to be filed) any other statement, return, or disclosure relating to the NAS PI Trust that is required by any governmental unit and be responsible for payment, out of the NAS PI Trust Share, of any taxes imposed on the NAS PI Trust or its assets.

(e) The Trustee may provide the following reports:

(i) The NAS PI Trust may cause to be prepared and provide to the NAS Committee quarterly reports on the financial condition of the NAS PI Trust, including a report on the investments and accounts of the NAS PI Trust and the Trust Operating Expenses ("**Quarterly Reports**").

(ii) The NAS PI Trust shall cause to be prepared and provide to the NAS Committee monthly reports on the status of claims submitted to and processed, paid, or resolved by the NAS PI Trust.

(iii) The Trustee may prepare an annual report (the "**Annual Report**"). The Annual Report, if any, may contain financial statements of the NAS PI Trust (including, without limitation, a balance sheet of the NAS PI Trust as of the end of such fiscal year and a

statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims.

(iv) The Annual Report may also include an aggregate summary regarding the number and type of NAS PI Claims resolved during the period covered by the financial statements.

(v) The Trustee shall provide a copy of any such Annual Report to the NAS Committee.

(f) In consultation with the NAS Committee, the Trustee may cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projection covering such fiscal year. The budget and cash flow projections, if any, shall include a description of the amounts the NAS PI Trust anticipates spending on Trust Operating Expenses and, to the extent practicable, payments to holders of Allowed NAS PI Claims. The Trustee shall provide a copy of the budget and cash flow projections to the NAS Committee.

(g) The Trustee shall consult with the NAS Committee (i) on the general implementation and administration of the NAS PI Trust; (ii) on the general implementation and administration of the NAS PI TDP, or as the Trustee may determine; and (iii) on such other matters as may be required under the NAS PI Trust Documents.

(h) The Trustee shall be required to obtain the reasonable consent of the NAS Committee pursuant to the consent processes set forth in Section 5.7 below, in addition to any other instances elsewhere enumerated, in order:

(i) to clarify the claim qualification requirements, to the extent such

clarification is necessary, described in the NAS PI TDP (*provided, that, no such clarification shall be inconsistent with the terms of the Plan or the Confirmation Order*);

(ii) to determine, establish, or change the structure of the payments described in the NAS PI TDP;

(iii) to change the evidentiary criteria set forth in the NAS PI TDP (*provided, that, no such change shall be inconsistent with the terms of the Plan or the Confirmation Order*);

(iv) to establish or to change the claims materials to be provided to NAS PI Claimants under the NAS PI TDP (*provided, that, no such clarification shall be inconsistent with the terms of the Plan or the Confirmation Order*);

(v) to extend the mandatory deadlines provided under the NAS PI TDP;

(vi) to terminate the NAS PI Trust pursuant to Section 8.4 below;

(vii) to exercise any consent or consultation right (to the extent the Trustee has any such right) (A) with respect to a proposed settlement of the liability of any insurer under any insurance policy or legal action related thereto or (B) pursuant to the terms of the NAS PI Trust Documents;

(viii) to change the compensation of the Trustee, the Delaware Trustee, the NAS Committee members, the Claims Administrator, or the NAS PI LRP Administrator (as defined herein), other than to reflect cost-of-living increases or to reflect changes approved by the Bankruptcy Court as otherwise provided herein;

(ix) to take actions out of the ordinary course to minimize any tax on the NAS PI Trust Share; *provided, that, no such action prevents the NAS PI Trust from qualifying*

as a qualified settlement fund within the meaning of the QSF Regulations or requires an election for the NAS PI Trust to be treated as a grantor trust for tax purposes;

(x) to sell or exchange NAS PI Trust assets outside the ordinary course of NAS PI Trust business;

(xi) to amend any provision of the NAS PI Trust Documents in accordance with the terms thereof (*provided, that*, no amendment that is inconsistent with the provisions of the Plan or the Confirmation Order shall be permissible under any circumstance);

(xii) to contract with a claims resolution organization or other entity that is not specifically created or authorized by the NAS PI Trust Documents; or

(xiii) if and to the extent required by the NAS PI TDP or the LRP, disclose any information, documents, or other materials to preserve, litigate, resolve, or settle coverage, or comply with an applicable obligation under an insurance policy or settlement agreement pursuant to the NAS PI TDP or the LRP.

(i) The Trustee shall meet with the NAS Committee not less often than quarterly. The Trustee shall meet in the interim with the NAS Committee when so requested by the Trustee or any of them. Meetings may be held in person, by telephone, by Zoom or video conference call, or by any combination thereof.

(j) The Trustee, upon notice from the NAS Committee, if practicable in view of pending business, shall at the Trustee's next meeting with the NAS Committee consider issues submitted by the NAS Committee. The Trustee shall keep the NAS Committee reasonably informed regarding all material aspects of the administration of the NAS PI Trust.

2.3 Claims Administration. The Trustee shall promptly proceed to implement the NAS PI TDP.

2.4 Trust Expenses and Other Fees and Expenses. The amount of the NAS PI Trust Share available to make settlement payments to holders of Allowed NAS PI Claims shall be subject to deductions for the Trust Expenses and other fees and expenses, including, but not limited to, (a) the amount of fees and expenses of (i) the Trustee, (ii) the Claims Administrator, (iii) the Delaware Trustee, (iv) the Financial Advisor, (v) the NAS Committee, (vi) the LRP Administrator, (vii) the professionals that have represented or advised and/or are representing or advising the Ad Hoc Committee in connection with the Chapter 11 Cases, subject to the limitations set forth below, (viii) other employees of the PI Trust, and (ix) outside legal, financial, accounting, investment, auditing, forecasting, expert, and other consultants, advisors, and agents as the business of the NAS PI Trust requires to carry out the terms of the PI Trust, the TDPs, the LRP Agreement, and this Trust Agreement. With respect to fees and expenses incurred prior to the Effective Date by the Ad Hoc Committee, the Trustee is authorized to pay or reimburse such fees and expenses from the NAS PI Trust assets as Trust Expenses on the Effective Date in the aggregate amount of \$250,000.

2.5 [RESERVED]

2.6 Lien Resolution Program. The Trustee may implement an LRP and may retain a third-party lien-resolution administrator (the “**NAS PI LRP Administrator**”) under the LRP. If retained, the NAS PI LRP Administrator is authorized to (i) identify and coordinate with potential lien holders of the NAS PI Claimants, (ii) determine each final lien amount and holdback necessary on account of such lien amount, and (iii) perform such other duties as provided in the LRP.

ARTICLE III

ACCOUNTS, FINANCIAL ADVISOR, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

(a) The Trustee may, from time to time, create such accounts and reserves within the NAS PI Trust estate as the Trustee may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(b) The Trustee shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section 3.1 and, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account in the Quarterly Reports and the Annual Report.

3.2 Financial Advisor.

(a) The NAS PI Trust may engage a Financial Advisor, with the consent of the NAS Committee. The Financial Advisor shall be paid reasonable compensation in accordance with the NAS PI Trust's annual budget.

(b) To the extent requested by the Trustee, the Financial Advisor shall be responsible for determining the available NAS PI Trust Assets and, under the direction of the Trustee, for (i) reviewing the investment of all funds paid to and held by the NAS PI Trust, (ii) monitoring the assets and liabilities of the NAS PI Trust, (iii) providing investment guidance to the NAS PI Trust, (iv) reviewing the Trustee's financial statements, and (v) reviewing the Trustee's preparation of accounting statements and responding to audits.

(c) At the direction of the Trustee, the Financial Advisor shall prepare projections of payments under the NAS PI TDP, taking into account the enhanced recoveries to be offered to Holders of NAS PI Claims granting or being deemed to grant the Non-GUC Release. The Financial Advisor shall have reasonable access to all data and reports necessary to perform the tasks of the Financial Advisor.

(d) The Trustee, in consultation with the Claims Administrator and the NAS Committee, shall periodically inform the Financial Advisor regarding liquidity needs of the NAS PI Trust. The Financial Advisor shall monitor the Trustee's investment management. The Trustee will ensure tasks assigned to the Financial Advisor are performed in accordance with this Trust Agreement.

3.3 Investments. The Trustee, in consultation with the NAS Committee and the Financial Advisor, shall develop the investment strategy for the NAS PI Trust Share. In determining investments to be held by the NAS PI Trust, due regard shall be given primarily to safety of principal and secondarily to production of reasonable amounts of current income. The Trustee is authorized to limit investments to U.S. Treasuries or money market funds thereof, IntraFi or other fully government insured investment vehicles.

3.4 Source of Payments.

(a) All Trust Expenses shall be payable solely by the Trustee out of the NAS PI Trust Share. None of the Trustee, the Delaware Trustee, the NAS Committee, the Debtors, the Post-Emergence Entities, the Purchaser, any other Released Party, nor any Professionals of the foregoing shall be liable for the payment of any NAS PI Trust Expense or any other liability of the NAS PI Trust, except to the extent provided in the Plan, the Confirmation Order, or the NAS PI Trust Documents.

(b) The Trustee shall include a reasonably detailed description of any payments made in accordance with this Section 3.4 in the Quarterly Reports and the Annual Report.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 Number. In addition to the Delaware Trustee appointed pursuant to Section 4.13, there shall be one Trustee. The initial Trustee shall be Edgar C. Gentle, III.

4.2 Term of Service.

(a) The initial Trustee shall serve from the Effective Date until the earliest of (i) such Trustee's death, (ii) such Trustee's resignation pursuant to Section 4.2(b) below, (iii) such Trustee's removal pursuant to Section 4.2(c) below, and (iv) the termination of the NAS PI Trust pursuant to Section 8.4 below.

(b) The Trustee may resign at any time by written notice to the NAS Committee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety days after the date such notice is given, where practicable.

(c) The Trustee may be removed at the recommendation of the NAS Committee, in the event that the Trustee becomes unable to discharge the Trustee's duties hereunder due to any physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings.

4.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the NAS Committee.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers, and authority of the predecessor Trustee hereunder shall be vested in, and

undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of any predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of any predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) such successor Trustee's death, (ii) such successor Trustee's resignation pursuant to Section 4.2(b) above, (iii) such successor Trustee's removal pursuant to Section 4.2(c) above, and (iv) the termination of the NAS PI Trust pursuant to Section 8.4 below.

4.4 Liability of Trustee and the NAS Committee.

The Trustee and the members of the NAS Committee shall not be liable to the NAS PI Trust, to any NAS PI Claimant, or to any other Person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

4.5 Compensation and Expenses of Trustee and Delaware Trustee.

(a) The operations of the Trustee, the Claims Administrator and other aspects of NAS PI Trust administration shall be in accordance with a budget approved by the NAS Committee. The Trustee, himself, at his discretion may receive a retainer from the NAS PI Trust for the Trustee's service as a Trustee in the amount of \$50,000.00 per annum, paid annually. Hourly time, as described below, shall first be billed and applied to the annual retainer. Hourly time in excess of the annual retainer shall be paid by the NAS PI Trust. For all time expended as Trustee, including attending meetings, preparing for such meetings, and working on projects necessary to carry out the NAS PI Trust, the Trustee shall receive compensation at the rate of \$350 per hour and shall receive compensation for the fees incurred by the Trustee's partners, associates, accountants, and paralegals at such parties' prevailing hourly rates (but in any event, no greater

than \$350 per hour). For all non-working travel time in connection with NAS PI Trust business, the Trustee shall receive compensation at the rate of \$350 per hour. All time shall be computed on a decimal hour basis. To the extent practicable, the Trustee shall record all hourly time to be charged to the NAS PI Trust on a daily basis, and will invoice the NAS PI Trust monthly. The NAS Committee shall have the right to review the Trustee's monthly invoices. The hourly compensation payable to the Trustee hereunder shall be reviewed every year by the Trustee and, after consultation with the members of the NAS Committee, appropriately adjusted by the Trustee for changes in the cost of living.

(b) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement.

(c) The NAS PI Trust will promptly reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee or the Delaware Trustee in connection with the performance of their respective duties hereunder.

(d) The NAS PI Trust shall include a description of the amounts paid under this Section 4.5 in the Quarterly Reports and the Annual Report.

4.6 Indemnification.

(a) The NAS PI Trust shall indemnify and defend the Indemnified Parties in the performance of their respective duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware as permitted by Section 3817 of the DST Act (after the application of Section 8.13 of this Trust Agreement) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation,

establishment, or funding of the NAS PI Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which such individual is ultimately liable under Section 4.4 above. Except as otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall be responsible or liable for any indemnification or reimbursement obligations under the NAS PI Trust Documents.

(b) Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, the Delaware Trustee, a member of the NAS Committee, the Ad Hoc Committee (or its Professionals), or any other Indemnified Party in connection with any action, suit, or proceeding, whether civil, administrative, or arbitration, from which they are indemnified by the NAS PI Trust pursuant to Section 4.6(a) above, shall be paid by the NAS PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the Delaware Trustee, the member of the NAS Committee, the Ad Hoc Committee (or its Professionals), or the Indemnified Party, to repay such amount until such time that it is determined ultimately by final order that the Trustee, the Delaware Trustee, the NAS Committee, the Ad Hoc Committee (or its Professionals), or the other Indemnified Party is not entitled to be indemnified by the NAS PI Trust.

(c) The Trustee must, if practicable and reasonable, purchase and maintain reasonable amounts and types of insurance on behalf of an individual or group who is or was a Trustee, a member of the NAS Committee, the Ad Hoc Committee (or their Professionals) for purposes of 4.6(a) and (b) above, or any other Indemnified Party, including against liability asserted against or incurred by such individual in that capacity or arising from such individual's status as a Trustee, NAS Committee member, a member of the Ad Hoc Committee (or their Professionals) for purposes of 4.6(a) and (b) above, or as a Professional of the NAS PI Trust, the

NAS Committee, or the Ad Hoc Committee for purposes of 4.6(a) and (b) above.

4.7 Lien. The Trustee, the Delaware Trustee, the members of the NAS Committee, the and the Indemnified Parties shall have a first priority lien upon the NAS PI Trust Share to secure the payment of any amounts payable to them pursuant to Section 4.6 above.

4.8 Trustee's Independence. The Trustee shall not, during the term of the Trustee's service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any Debtor or Post-Emergence Entity. The Trustee shall not act as an attorney for any person who holds an NAS PI Claim. For the avoidance of doubt, this Section 4.8 shall not be applicable to the Delaware Trustee.

4.9 Bond. The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.10 Trustee's Employment of Professionals; Delaware Trustee's Employment of Counsel.

(a) The Trustee may, but shall not be required to, retain and consult with Professionals deemed by the Trustee to be qualified as experts on the matters submitted to them (the "**Trust Professionals**"), and in the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any Trust Professional deemed by the Trustee to be an expert on the particular matter submitted to such Trust Professional shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any Trust Professionals.

(b) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of the Delaware Trustee's obligations hereunder and compliance with the advice of such counsel shall be full and complete authorization and protection

for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

4.11 Trustee's Retention of Claims Administrator.

(a) The Trustee may retain a claims administrator (the “**Claims Administrator**”) to assist the Trustee in the Trustee’s duties as set forth in the Plan and the NAS PI Trust Documents. With the consent of the NAS Committee, the Claims Administrator may be the same individual as the Trustee.

(b) The NAS Committee has agreed that Edgar C. Gentle, III, of Gentle Turner & Benson, LLC, shall be the initial Trustee and Claims Administrator. With the consent of the NAS Committee, and subject to the Trustee’s duties and obligations set forth in the Plan, the Confirmation Order, and the NAS PI Trust Documents and the terms of this section with respect to the Claims Administrator’s duties and compensation, the initial Trustee and Claims Administrator may retain his law firm, Gentle, Turner & Benson, LLC, to assist in carrying out the duties of the Trustee and Claims Administrator under the NAS PI Trust Documents.

(c) Under the direction of the Trustee, the Claims Administrator shall be responsible for (i) supervising and overseeing the processing of and resolution of NAS PI Claims and all aspects of the claims office (the “**Claims Office**”), which shall process Allowed NAS PI Claims that are payable from the NAS PI Trust in accordance with the NAS PI Trust Documents, (ii) preparing and distributing monthly and quarterly reports to the NAS Committee documenting the activities of the Claims Office, including reports on the submission of NAS PI Claims and their resolution, and (iii) performing periodic analyses and estimates regarding the costs and projected costs of processing and resolving NAS PI Claims and any matter or contingency that could affect the efficient use of funds for the payment of Allowed NAS PI Claims. The Trustee shall monitor

the long-term goals and day-to-day activities of the Claims Office and consult with the Claims Administrator and the NAS Committee to carry them out. Any reports prepared by the Claims Administrator (or similar reports prepared by the Trustee) shall be provided to the trustee of the Future PI Trust and the FCR.

(d) The Claims Administrator, under the direction of the Trustee, shall determine, in accordance with the Governing Order and Filings and the NAS PI Trust Documents, the Allowance or Disallowance of, and the awards payable on, all NAS PI Claims liquidated under the NAS PI TDP.

(e) As set forth in the NAS PI TDP, distributions under the NAS PI TDP, which shall be made solely from the NAS PI Trust, are determined only with consideration to an Allowed NAS PI Claim held against the Debtors, and not to any associated claim against any other party; any distribution to a NAS PI Claimant on account of such NAS PI Claimant's Allowed NAS PI Claim shall be deemed to be a distribution in satisfaction of NAS PI Claims held by such NAS PI Claimant, and with respect to any NAS PI Claimant that granted or was deemed to have granted the Non-GUC Releases under the Plan, against any of the Released Parties with respect to such NAS PI Claims.

(f) The Trustee shall exercise reasonable measures to oversee the Claims Administrator and the Claims Office, and shall employ reasonable administrative, technical, and physical controls to protect the confidentiality of data concerning individual NAS PI Claimants from unauthorized access, acquisition, disclosure, use, loss, or theft.

(g) In carrying out the Trustee's duties under the NAS PI Trust Documents, the Trustee (or the Trust Professionals under the direction of the Trustee) may investigate any NAS PI Claims and request information from any NAS PI Claimant to ensure compliance with the NAS

PI Trust Documents. For NAS PI Claimants who are requested to execute the HIPAA release forms, the Trustee (or the Trust Professionals under the direction of the Trustee) also has the power to directly obtain such NAS PI Claimant's medical records.

(h) The Claims Office shall process Allowed NAS PI Claims payable from the NAS PI Trust in accordance with the NAS PI TDP and the LRP. The NAS PI TDP establishes specific guidelines for submitting and processing NAS PI Claims.

(i) The Trustee shall have discretion to implement such additional procedures and routines as necessary to implement the NAS PI TDP, in collaboration with the Claims Administrator, and the NAS Committee, and consistent with the terms of the Governing Order and Filings and the NAS PI Trust Documents.

(j) Under the direction of the Trustee, the Claims Administrator shall institute procedures, claims processing protocols, and staff training, and shall develop internal controls, claims-tracking, analysis, and payment systems as necessary to process the NAS PI Claims in accordance with the Governing Order and Filings, the NAS PI TDP, and the LRP, including reasonable measures to detect and prevent claims fraud.

(k) The Trustee shall maintain (subject to the confidentiality provisions of this Trust Agreement) records of all individual payments, settlements, and resolutions concerning the NAS PI Claims. The records shall include the documents and information relative to the valuation of the NAS PI Claims.

(l) The Claims Administrator shall serve for the duration of the NAS PI Trust, subject to death, resignation, or removal. The Trustee may remove the Claims Administrator with the consent of the NAS Committee. In the event that the Claims Administrator resigns, is removed from office, or otherwise is unable to perform the functions of the Claims Administrator, the

Trustee shall propose a successor Claims Administrator, subject to consent by the NAS Committee. However, in the event that, pursuant to Section 4.11(a), the Trustee also serves as the Claims Administrator, if the Trustee is removed, absent an order of the Bankruptcy Court to the contrary, the Claims Administrator shall also be removed from office, and the successor Trustee shall fill the vacancy by proposing a Claims Administrator subject to consent of the NAS Committee.

(m) The Claims Administrator (or successor Claims Administrator) shall be (i) an entity or an individual over the age of 35 whose experience and background are appropriate for the responsibilities set forth herein and (ii) at the time of appointment and at all times during the term of service, independent. For purposes of this section, a person is independent if such person:

(i) is not and was not at any time a NAS PI Claimant or a representative of a NAS PI Claimant;

(ii) has not had and does not have a relationship with an individual NAS PI Claimant or with counsel for any a NAS PI Claimant, such that the person's impartiality in serving as a Claims Administrator could reasonably be questioned;

(iii) is not a holder of any interest (other than interests held indirectly through publicly traded mutual funds) in a Debtor, the Purchaser, or any related person with respect to a Debtor or a Post-Emergence Entity;

(iv) is not and was not at any time an officer, director, employee, or agent of a Debtor or any related person with respect to a Debtor or related to any of the foregoing, or otherwise is or was an "insider," as defined in the Bankruptcy Code, with respect to a Debtor or any related person with respect to a Debtor; or

(v) is not an investment banker, financial advisor, accountant, or

attorney, and is not related to any of the foregoing, for any Debtor or any related person with respect to a Debtor, or an officer, director, employee, or agent of any person or entity that provides investment banking, financial advice, accounting, or legal services to a Debtor or any related person with respect to a Debtor or related to any of the foregoing, with the exception of any person employed in the Claims Administrator's law firm who helps provide services in connection with the Chapter 11 Cases.

(n) Subject to approval by the Trustee, the Claims Administrator shall have the power to hire, and shall hire and appoint, such staff and other appropriate agents, including persons or entities performing NAS PI Claim audit functions, as necessary to carry out the functions of the Claims Administrator under this Trust Agreement, and such staff and agents shall be considered Indemnified Parties to the extent permitted by the DST Act. Salaries, fees, budgets, and payment terms for any staff, contractors, or auditors shall be determined by the Claims Administrator, with the Trustee's approval, subject to consultation with the NAS Committee. The Claims Administrator shall not have authority to subcontract claims processing functions without the consent of the Trustee and NAS Committee. Subject to the direction of the Trustee, in consultation with the NAS Committee, the Claims Administrator shall have the authority to enter into such contracts or agreements as may be necessary to operate the Claims Office, hire staff and contractors, or obtain services and equipment, and shall have the authority to serve all functions of an employer; *provided, that*, no such contracts or agreements may be inconsistent with the terms of the Plan or the Confirmation Order.

(o) The compensation of the Claims Administrator and the Claims Administrator's staff, including periodic increases, shall be governed by the budget developed by the Claims Administrator in consultation with the Financial Advisor and approved by the Trustee,

with the consent of the NAS Committee.

4.12 Appeals Master. The Trustee shall select one or more appeals masters (“**Appeals Masters**”) in consultation with the NAS Committee.

4.13 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 4.13, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.13(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder. Any reference to the “Trustee” shall not include the Delaware Trustee unless specifically indicated.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the NAS PI Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the DST Act and for taking such actions as are required to be taken by a Delaware Trustee under the DST Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the NAS PI Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the DST Act (acting solely at the

written direction of the Trustee) and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the NAS PI Trust, the other parties hereto or any beneficiary of the NAS PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee or any other Person. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for the same other than in the event of its gross negligence, willful misconduct, or fraud. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee provided that the Delaware Trustee has acted in accordance with the written direction of the Trustee.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.13(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty days' advance written notice to the Trustee; *provided*, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.13(d) below. If the Trustee does not act within such 60-day period, the Delaware Trustee may apply (at the sole cost and expense of the NAS PI Trust) to the Court of Chancery of the State of Delaware for the

appointment of a successor Delaware Trustee. In the event that any amounts due and owing to the Delaware Trustee under this Trust Agreement remain unpaid for more than ninety days, the Delaware Trustee shall be entitled to resign on thirty days' notice regardless of whether a successor Delaware Trustee has been appointed.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the then-serving Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the DST Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the then-serving Delaware Trustee and the Trustee and any fees and expenses due to the then-serving Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties, and obligations of the then-serving Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the then-serving Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the DST Act, including filing a Certificate of Amendment to the Certificate of Trust of the NAS PI Trust in accordance with Section 3810 of the DST Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the

execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the NAS PI Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities as to the validity, sufficiency, value, genuineness, ownership or transferability of any NAS PI Trust asset, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

(g) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or

communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

4.14 Canadian Tax Matters.

(a) The Trustee and the Delaware Trustee are not, and will at no time be, resident in Canada for purposes of the *Income Tax Act* (Canada).

(b) The management, administration, and operation of the NAS PI Trust by the Trustee, the Delaware Trustee, or any other Person responsible for the management, administration, and operation of the NAS PI Trust, and the exercise of any power or authority by or on behalf of the NAS PI Trust (by any trustee or otherwise), will occur outside of Canada.

(c) The NAS PI Trust shall not be settled by a resident of Canada for purposes of the *Income Tax Act* (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the *Income Tax Act* (Canada) to the NAS PI Trust.

ARTICLE V

TRUST ADVISORY PERSONAL INJURY COMMITTEE

5.1 Members. The NAS Committee shall consist of two members who shall initially be the persons named on the signature page hereof.

5.2 Duties. The members of the NAS Committee shall serve in a fiduciary capacity representing all Holders of present NAS PI Claims. The NAS Committee shall have no fiduciary obligations or duties to any party other than the NAS PI Claimants. The Trustee must consult with the NAS Committee on matters identified in Section 2.2(g) above and in any other provision identified herein, including with respect to those matters identified in Section 2.2(h) above. The NAS Committee will work with the Trustee in establishing and monitoring operating budgets.

Where provided in the NAS PI TDP, certain other actions by the Trustee are also subject to the consent of the NAS Committee. Except for the duties and obligations expressed in the NAS PI Trust Documents and the documents referenced therein (including the NAS PI TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the NAS Committee. To the extent that, at law or in equity, the NAS Committee has duties (including fiduciary duties) and liabilities relating thereto to the NAS PI Trust, the other parties hereto or any beneficiary of the NAS PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the NAS Committee expressly set forth in the NAS PI Trust Documents and the documents referenced therein (including the NAS PI TDP).

5.3 Term of Office.

(a) Each member of the NAS Committee shall serve until the earlier of (i) such member's resignation pursuant to Section 5.3(b) below, (ii) such member's removal pursuant to Section 5.3(c) below, and (iii) the termination of the NAS PI Trust pursuant to Section 8.4 below.

(b) A member of the NAS Committee may resign at any time by written notice to the other members of the NAS Committee and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall be not less than ninety days after the date such notice is given, where practicable.

(c) A member of the NAS Committee may be removed in the event that such member becomes unable to discharge such member's duties hereunder due to physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal shall be made at the

recommendation of the remaining members of the NAS Committee and with the approval of the Trustee.

5.4 Appointment of Successor.

(a) If, prior to the termination of service of a member of the NAS Committee other than as a result of removal, such member has designated in writing an individual to succeed such member as a member of the NAS Committee, such individual shall be such member's successor. If such member of the NAS Committee did not designate an individual to succeed such member prior to the termination of such member's service as contemplated above, such member's law firm may designate such member's successor. If (i) a member of the NAS Committee did not designate an individual to succeed such member prior to the termination of such member's service and such member's law firm does not designate such member's successor as contemplated above or (ii) such member is removed pursuant to Section 5.3(c) above, such member's successor shall be appointed by the mutual consent of the remaining NAS Committee member and the Trustee.

(b) Each successor NAS Committee member shall serve until the earlier of (i) such member's death, (ii) such member's resignation pursuant to Section 5.3(b) above, (iii) such member's removal pursuant to Section 5.3(c) above, and (iv) termination of the NAS PI Trust pursuant to Section 8.4 below.

(c) No successor NAS Committee member shall be liable personally for any act or omission of any predecessor NAS Committee member. No successor NAS Committee member shall have any duty to investigate the acts or omissions of any predecessor NAS Committee member. No NAS Committee member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

5.5 NAS Committee's Employment of Professionals.

(a) The NAS Committee may but is not required to retain and consult Professionals deemed by the NAS Committee to be qualified as experts on matters submitted to the NAS Committee (the “**NAS Committee Professionals**”). The NAS Committee and the NAS Committee Professionals shall at all times have complete access to the NAS PI Trust’s Professionals, and shall also have complete access to all information generated by them or otherwise available to the NAS PI Trust or the Trustee provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, reliance on the written opinion of or information provided by any NAS Committee Professional or Trust Professional deemed by the NAS Committee to be qualified as an expert on the particular matter submitted to the NAS Committee shall be full and complete authorization and protection in support of any action taken or not taken by the NAS Committee in good faith and in accordance with the written opinion of or information provided by the NAS Committee Professional or Trust Professional.

(b) The NAS PI Trust shall promptly reimburse, or pay directly if so instructed, the NAS Committee for all reasonable fees and costs associated with the NAS Committee’s employment of NAS Committee Professionals pursuant to this provision in connection with the NAS Committee’s performance of its duties hereunder.

(c) In the event that the NAS Committee retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the NAS Committee and irrespective of whether the NAS PI Trust pays such counsel’s fees and related expenses, any communications between the NAS Committee and such counsel shall be deemed to be within the attorney-client privilege and protected by section 3333 of Title 12 of the Delaware

Code, regardless of whether such communications are related to any claim that has been or might be asserted by or against the NAS Committee and regardless of whether the NAS PI Trust pays such counsel's fees and related expenses.

5.6 Compensation and Expenses of the NAS Committee. The members of the NAS Committee shall receive reasonable compensation from the NAS PI Trust for their services as NAS Committee members. The members of the NAS Committee also shall be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder. Such reimbursement shall be deemed a Trust Operating Expense. The NAS PI Trust shall include a description of the amounts paid under this section in the Quarterly Reports and the Annual Report.

5.7 Procedures for Consultation With and Obtaining the Consent of the NAS Committee.

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the NAS Committee pursuant to Sections 2.2(g) or 4.5, or on other any matters as provided herein, the Trustee shall provide the NAS Committee with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the NAS Committee and the NAS Committee Professionals with such reasonable access to the Trust Professionals and other experts retained by the NAS PI Trust and its staff (if any) as the NAS Committee may reasonably request during the time that the Trustee is considering such matter, and shall also provide the NAS Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 5.7(a), the Trustee shall take into consideration the time required for the NAS Committee, if its members so wish, to engage and consult with its own independent financial or investment advisors and other NAS Committee Professionals as to such matter. In any event, unless there is an exigency the Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the NAS Committee with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived by the NAS Committee.

(b) Consent Process.

(i) Any action of the NAS Committee shall require unanimous approval by the NAS Committee.

(ii) In the event the Trustee is required to obtain the consent of the NAS Committee, as provided herein, the Trustee shall provide the NAS Committee with a written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the NAS Committee as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the NAS Committee and the NAS Committee Professionals with such reasonable access to the Trust Professionals as the NAS Committee may reasonably request during the time that the Trustee is considering such action, and shall also provide the NAS Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(iii) The NAS Committee must consider in good faith and in a timely

fashion any request for its consent by the Trustee, and must in any event advise the Trustee in writing of its consent or its objection to the proposed action within thirty days of receiving the original request for consent from the Trustee, or within such additional time as the Trustee and the NAS Committee may agree. The NAS Committee may not withhold its consent unreasonably. If the NAS Committee decides to withhold its consent, it must explain in detail its objections to the proposed action. If the NAS Committee does not advise the Trustee in writing of its consent or its objections to the action within thirty days of receiving notice regarding such request (or the additional time period agreed to by the Trustee and the NAS Committee), the NAS Committee's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iv) If, after following the procedures specified in this Section 5.7(b), at least one member of the NAS Committee continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the NAS Committee shall resolve their dispute pursuant to Section 8.15. However, the burden of proof with respect to the reasonableness of the NAS Committee's objection and withholding of its consent shall be on the NAS Committee.

ARTICLE VI

[RESERVED]

ARTICLE VII

[RESERVED]

ARTICLE VIII

GENERAL PROVISIONS

8.1 Confidentiality. The Trustee, each NAS Committee member and each successor of the foregoing (each a "**Recipient**") shall, during the period that they serve in such capacity under this Trust Agreement and following either the termination of this Trust Agreement or such

individual's removal, incapacity, or resignation hereunder, hold strictly confidential any material, non-public information of or pertaining to any Person ("**Relevant Person**") of which the Recipient has become aware in its herein indicated capacity under this Trust Agreement (the "**Confidential Information**"), except to the extent disclosure is (i) in connection with matters contemplated by the Plan and Confirmation Order, (ii) authorized by the applicable Relevant Person, in such Relevant Person's discretion, (iii) authorized by the terms of the Governing Order and Filings or the terms of this Trust Agreement (disclosure in accordance with clauses (i)-(iii) of this Section, each a "**Permitted Purpose**"), or (iv) required by, or would facilitate any investigation or prosecution under, applicable law, order, regulation, or legal process. In the event that any Recipient is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand, or similar legal process) to disclose any Confidential Information, other than for a Permitted Purpose, such Recipient shall furnish only that portion of the Confidential Information so requested or required, and shall exercise good faith efforts, at no material cost to it, to obtain assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

(a) Notwithstanding the foregoing, in addition to the disclosure of Confidential Information for Permitted Purposes, Recipients may share or disclose Confidential Information with each of the Recipient's Professionals for the purpose of rendering advice and guidance to such Recipient; *provided, that*, the Person or entity receiving such disclosure is informed by such Recipient of the confidential nature of such Confidential Information and agrees to be bound by the provisions of this Section 8.1.

(b) The Trustee shall exercise commercially reasonable efforts, such as anonymization, pseudonymization, and encryption, to protect Confidential Information such that

disclosures to the Recipients and any Professionals do not include information that identifies individual persons, unless there is a reasonable purpose that makes disclosure of such identifying information necessary, in which case the Trustee shall implement any additional controls the Trustee in its sole discretion determines is necessary to safeguard the identifying information from unauthorized disclosure, access, or use.

8.2 Common Interest Privilege. The Trustee and the NAS Committee, have a “common legal interest” relating to the NAS PI Claims, the NAS PI Trust, the Plan, the Confirmation Order, and the NAS PI Trust Documents, including without limitation, (i) the formation of the NAS PI Trust, (ii) the retention and direction of Professionals, (iii) the administration of the NAS PI Trust, (iv) making Distributions in accordance with the Governing Order and Filings and the NAS PI Trust Documents, and (v) disputing and resolving any NAS PI Claims in accordance with the NAS PI Trust Documents, the Plan, and the Confirmation Order (the “**Common Legal Interest Matters**”). Any discussion, evaluation, or other communications and exchanges of information relating to the Common Legal Interest Matters shall at all times remain subject to all applicable privileges, immunities, and protections from disclosure, including without limitation, the attorney-client privilege, work-product doctrine, and common legal interest privilege. It is the express intent of the Trustee and the NAS Committee to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Trust Agreement or otherwise, in whole or in part, any and all privileges, protections, and immunities.

8.3 Irrevocability. To the fullest extent permitted by applicable law, the NAS PI Trust is irrevocable.

8.4 Term: Termination.

(a) With the consent of the NAS Committee, the Trustee may select a date to

dissolve the NAS PI Trust (the “**Dissolution Date**”) after the occurrence of any of the following events: (i) all assets available to the NAS PI Trust from the PPOC Trust have been collected and liquidated except for a reasonable winding-up reserve; (ii) all NAS PI Claims duly filed with the NAS PI Trust have been liquidated and paid to the extent provided in the NAS PI Trust Documents, or have been Disallowed, or, if holders of Allowed NAS PI Claims have failed to cooperate with the NAS PI Trust to effectuate payment, six months have elapsed since notice to the NAS PI Claimant of the Allowed NAS PI Claim;³ or (iii) at least two (2) years have elapsed since the Effective Date. The Trustee, with the consent of the NAS Committee, may dissolve the NAS PI Trust earlier for any other reason.

(b) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the NAS PI Trust’s affairs by the Trustee and payment of all the NAS PI Trust’s liabilities have been provided for as herein and as required by applicable law including Section 3808 of the DST Act, all monies remaining in the NAS PI Trust estate is of de minimis value such that further pro rata payments to holders of Allowed NAS PI Claims is impracticable, shall be given to such organization(s) exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustee using his or her reasonable discretion; *provided, however*, that (i) if practicable, the activities of the selected tax-exempt organization(s) shall be related to the treatment of, research on, or the cure of, or other relief for individuals suffering from opioid use disorders, and (ii) the tax-exempt

³ In the event holders of Allowed NAS PI Claims have not cooperated for more than six months to effectuate payment and/or the Trustee is unable to effectuate payment because he cannot locate certain NAS PI Claimants despite all diligent or reasonable efforts, such awards, if de minimis in the aggregate, shall be treated as other de minimis assets in Section 8.4(b), and, if substantial, shall be used to increase the pro rata payments of the other NAS PI Claimants via a supplemental payment. The Non-GUC Releases granted or deemed to have been granted under the Plan by any such NAS PI Claimant shall be unaffected by the discharge or Disallowance of such NAS PI Claimant’s NAS PI Claim and shall remain in full force and effect.

organization(s) shall not bear any relationship to the Debtors within the meaning of section 468B(d)(3) of the Internal Revenue Code. Notwithstanding any contrary provision of the Plan and related documents, this Section 8.4(b) cannot be modified or amended.

(c) Following the dissolution and distribution of the assets of the NAS PI Trust, the NAS PI Trust shall terminate and the Trustee and the Delaware Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the NAS PI Trust to be filed in accordance with the DST Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the NAS PI Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(d) Notwithstanding anything in this Section 8.4, no termination or other dissolution of the NAS PI Trust shall affect the efficacy, enforceability, scope or terms of the Non-GUC Release, to the extent executed or deemed granted in accordance with the Plan, or the releases granted thereunder.

8.5 Amendments. The Trustee, subject to the consent of the NAS Committee, may modify or amend this Trust Agreement; provided, however, that no amendment shall be inconsistent with the terms of the Plan or the Confirmation Order. The Trustee, subject to the consent of the NAS Committee, may modify or amend the NAS PI TDP; provided, however, that no amendment to the NAS PI TDP, even with consent of the Purchaser, shall have a material and adverse effect on NAS PI Claimants' entitlements to distributions. Notwithstanding anything contained in this Trust Agreement or the NAS PI TDP to the contrary, neither this Trust Agreement, the NAS PI TDP, nor any document annexed to the foregoing shall be modified or amended in any way, even with the consent of the Purchaser, that could jeopardize, impair, modify

or otherwise affect, (i) the efficacy or enforceability of the channeling of NAS PI Claims to the PPOC Trust and, thereafter, to the NAS PI Trust, (ii) the NAS PI Trust's qualified settlement fund status under the QSF Regulations, or (iii) the efficacy, enforceability, scope or terms of the Non-GUC Releases granted (or deemed to have been granted) pursuant to the Plan. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent, provided that no such amendment may affect in any way the enforceability, efficacy, scope, or terms of the Non-GUC Releases granted or deemed to have been granted pursuant to the Plan.

8.6 Meetings. The Delaware Trustee shall not be required nor permitted to attend meetings relating to the NAS PI Trust.

8.7 Severability. Should any provision in the NAS PI Trust Documents be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement or the NAS PI TDP.

8.8 Notices. Notices to NAS PI Claimants shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such NAS PI Claimant's claim form submitted to the NAS PI Trust with respect to his or her NAS PI Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with

the terms hereof.

To the NAS PI Trust through the Trustee:

NAS Personal Injury Trust:

Edgar C. Gentle, III, Esq.
Gentle Turner & Benson, LLC
501 Riverchase Parkway East, Suite 100
Hoover, AL 35244
E-mail: egentle@gtandslaw.com

To the Delaware Trustee:

[_____]

To the NAS Committee:

[_____]

-and-

[_____]

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

8.9 Successors and Assigns; Third Party. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the NAS PI Trust, the Trustee, and the PPOC Trust, and their respective successors and assigns, except that none of the NAS PI Trust, the Trustee, nor the PPOC Trustee may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Trust Agreement except, in the case of the NAS PI Trust and the Trustee, as contemplated by Section 2.1 above. Notwithstanding the foregoing or anything to the contrary set forth herein, the Released Parties shall be third-party beneficiaries with rights of enforcement with respect to Sections 8.5 and 8.20 solely to the extent any proposed modification

or amendment impacts or purports to impact the efficacy, enforceability, scope or terms of any injunction or release issued, granted, or deemed to have been granted in connection with this Trust Agreement or otherwise by holders of NAS PI Claims pursuant to the Plan.

8.10 Limitation on Claim Interests for Securities Laws Purposes. NAS PI Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; *provided, however*, that clause (a) of this Section 8.10 shall not apply to the holder of a Claim that is subrogated to a NAS PI Claim as a result of its satisfaction of such NAS PI Claim.

8.11 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein (including the Governing Order and Filings), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

8.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

8.13 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by laws of the State of Delaware, and the rights

of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof that would purport to apply the law of any other jurisdiction; *provided, however*, that the parties hereto intend that the provisions hereof shall control and there shall not be applicable to the NAS PI Trust, the Trustee, the Delaware Trustee, the NAS Committee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other Persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, or the NAS Committee, set forth or referenced in this Trust Agreement. Section 3540 of the DST Act shall not apply to the NAS PI Trust. Administration of the NAS PI TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any

other jurisdiction.

8.14 Settlors' Representative and Cooperation. The PPOC Trustee is hereby irrevocably designated as the settlor, and the PPOC Trustee is hereby authorized to take any action required of the settlor by the Trustee in connection with the Trust Agreement. The PPOC Trustee agrees to cooperate in implementing the goals and objectives of this Trust Agreement, the Governing Order and Filings, and the NAS PI Trust Documents.

8.15 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the NAS PI TDP among the parties hereto (other than the Delaware Trustee and, for the avoidance of doubt, the Debtors and the other Released Parties) shall first be subject to Mediation. Failing that they shall be resolved by submission of the matter to binding arbitration (the "ADR Process"); *provided, however, that* if one party objects to binding arbitration, or if the Delaware Trustee, the Debtors, or the other Released Parties is a party to any applicable dispute, the matter shall be submitted to the Bankruptcy Court for a judicial determination; *further provided, however, that* any dispute involving adjustment of the NAS Payment Amount shall be resolved in the first instance by the ADR Process. Any dispute involving any of the Debtors or any other Released Party shall be submitted to the Bankruptcy Court for a judicial determination and shall not be subject to the ADR Process. In any case, if the dispute arises pursuant to the consent provision set forth in Section 5.7(b) (in the case of the NAS Committee), the burden of proof shall be on the party or parties who withheld consent to show that such party's objection and withholding of consent was reasonable. If the Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR Process, the Trustee shall have the discretion to elect out of the ADR Process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court.

8.16 Enforcement and Administration. The provisions of this Trust Agreement and the NAS PI TDP shall be enforced by the Bankruptcy Court pursuant to the Plan and the Confirmation Order. The parties hereto hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by the ADR Process in accordance with Section 8.15 above. The Bankruptcy Court and the courts of the State of Delaware shall have the exclusive jurisdiction with respect to any action relating to or arising from the NAS PI Trust.

8.17 Effectiveness. This Trust Agreement shall not become effective until the later of the Effective Date and the date this Trust Agreement has been executed and delivered by all the parties hereto.

8.18 Rules of Interpretation. For purposes of this Trust Agreement, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) the words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Trust Agreement; (c) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (d) the term “including” shall be construed to mean “including, but not limited to,” “including, without limitation,” or words of similar import. In this Trust Agreement and the NAS PI TDP the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

8.19 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by facsimile or portable document format (pdf)), and each such counterpart shall be deemed to be an original, but all such

counterparts shall together constitute one and the same instrument.

8.20 Preservation of Releases. Notwithstanding anything to the contrary in the NAS PI Trust Documents, including this Trust Agreement, the PPOC Trust Documents, or in any document submitted to the Trustee pursuant thereto, under no circumstances shall the terms of the Non-GUC Release, granted or deemed granted under the terms of the Plan, be amended or modified by any party or signatory thereto in any manner.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date set forth above.

SETTLOR: [PPOC Trustee], as PPOC Trustee

By: _____
Name:
Title:

TRUSTEE

By: _____
Name: Edgar C. Gentle, III, Esq.

DELAWARE TRUSTEE

[_____]

By: _____
Name: [_____]
Title: [_____]

NAS COMMITTEE

By: _____
Name: [_____]

By: _____
Name: [_____]

Glossary of Certain Defined Terms

“**Cash Collateral Order**” means that certain Amended Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief [Docket No. 535].

“**Bankruptcy Code**” means chapter 11 of title 11 of the United States Code.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**Creditor’s Committee**” means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

“**Debtors**” means Endo International plc and its affiliated debtors and debtors-in-possession as debtors and debtors-in-possession.

“**Distribution**” means any payment or transfer of consideration in respect of Allowed Claims pursuant to any Plan Documents.

“**Emergency Room Physicians Trust Documents**” or “**IERP Trust II Documents**” means the PPOC Trust Documents, the IERP Trust II Agreement, and the IERP Trust II Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“**Final Order**” means an order or judgment of the applicable Chosen Court, as entered on the docket of such Chosen Court, or of any other court of competent jurisdiction (i) that has not been reversed, stayed, modified or amended, and (ii) (A) as to which the time to appeal, seek certiorari or move for a new trial, re-argument or rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for a new trial, re-argument or rehearing has been timely taken or (B) as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, re-argument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

“**Governing Order and Filings**” the Plan, the Confirmation Order, the OCC Resolution Term Sheet and the March 2023 Stipulation.

“**Hospital Opioid Claims**” means any and all Present Private Opioid Claims against any of the Debtors (a) held by non-federal acute care hospitals (as defined by CMS) and non-federal hospitals and hospital districts that are required by law to provide inpatient acute care and/or fund the provision of inpatient acute care; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “Hospital Opioid Claims” includes Claims set forth in the Proofs of Claims filed by non-federal acute care hospitals in the Chapter 11 Cases.

“**Hospital Trust Documents**” means the PPOC Trust Documents, the Hospital Trust Agreement, Distribution Procedures, each as may be amended from time to time pursuant to the

terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“**Hospital Trust**” means the abatement trust to be established to (a) assume all liability for Hospital Opioid Claims; (b) administer Hospital Opioid Claims; (c) collect Distributions from the PPOC Trust made on account of such Claims; and (d) make Distributions to holders of Allowed Hospital Opioid Claims, in each case, in accordance with the Hospital Trust Documents.

“**IERP Trust II**” means an abatement trust established to (a) assume all liability for IERP II Claims; (b) administer IERP II Claims; (c) collect Distributions from the PPOC Trust made on account of such Claims; and (d) make Distributions to holders of Allowed IERP II Claims, in each case, in accordance with the IERP Trust II Documents.

“**IERP Trust II Claim**” means a Present Private Opioid Claim against any of the Debtors (a) held by an independent emergency room physician whose billing and revenue collection were entirely separate from the billing practices of the medical facilities where such emergency room physician practiced and who were not employed by such medical facilities at any time between 1997 and 2022, and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, IERP Trust II Claims excludes Hospital Opioid Claims.

“**IERP Trust II Trustee**” means the trustee of the IERP Trust II, (together with any successor or additional trustee appointed under the terms of the Emergency Room Physicians Trust Documents).

“**July 2023 Notice**” means that certain *Notice of Filing* [Docket No. 2415] setting forth, *inter alia* an amended OCC resolution term sheet, setting forth certain minor modifications and clarifications to the Original OCC Resolution Term Sheet.

“**March 2023 Stipulation**” means that certain *Stipulation regarding Resolution of Joint Standing Motion and Related Matters* [Docket No. 1505] setting forth the agreed resolution of, *inter alia*, the OCC’s (a) motion seeking standing to bring estate causes of action against the First Lien Lenders, (b) objections to the Debtor’s proposed bidding procedures and the Debtors’ motion to extend their exclusive period to file a plan of reorganization and (c) potential motion to seek standing to bring other estate causes of action.

“**NAS PI Claim**” means any and all Present Private Opioid Claims against any of the Debtors (a) of any natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “NAS PI Claims” shall not include Future NAS PI Claims but shall include NAS Monitoring Opioid Claims.

“**NAS PI Trust Documents**” means the PPOC Trust Documents, the NAS PI Trust Agreement, and the NAS PI Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“**NAS PI Trust**” means the victim compensation trust to be established to (a) assume all liability for NAS PI Claims; (b) administer NAS PI Claims; (c) collect Distributions from the PPOC Trust made on account of NAS PI Claims; and (d) make Distributions to holders of Allowed NAS PI Claims, in each case, in accordance with the NAS PI Trust Documents.

“**OCC**” or “**Opioid Claimants’ Committee**” means the Official Committee of Opioid Claimants appointed in the Chapter 11 Cases.

“**Original OCC Resolution Term Sheet**” means the term sheet attached as Exhibit 2 to the March 2023 Stipulation.

“**OCC Resolution Term Sheet**” means the Amended Voluntary Present Private Opioid Claimant Trust Term Sheet filed with the Bankruptcy Court on July 13, 2023 [Docket No. 2415], as may be amended from time to time.

“**Opioid**” means an FDA- or Health Canada-approved pain reducing medication consisting of natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in a patient’s brain or body to produce an analgesic effect. The term “Opioid” shall not include: (a) medications and other substances used to treat OUD or opioid or other substance use disorders, abuse, addiction, or overdose, other than METADOL-D® (methadone hydrochloride); (b) raw materials and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers; (c) opioids listed by the DEA as Schedule IV drugs pursuant to the CSA; or (d) chemicals used in products with an FDA-approved label that lists the treatment of OUD or opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage.” For the avoidance of doubt, the term “Opioid” shall not include the opioid antagonists buprenorphine, methadone (other than METADOL-D® (methadone hydrochloride)), naloxone, or naltrexone.

“**Opioid Claim**” is a Claim or Cause of Action, existing as of the Petition Date, against any of the Debtors in any way arising out of or relating to Opioids or Opioid Products manufactured, marketed, or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party, in each case, prior to the Effective Date; provided, that, “Opioid Claims” shall not include Claims for indemnification (contractual or otherwise), contribution, or reimbursement arising out of or related to Opioids or Opioid Products manufactured or sold by any Debtor, any Non-Debtor Affiliate, or any of their respective predecessors, in each case, prior to the Effective Date. For the avoidance of doubt, “Opioid Claims” shall not include Future Opioid PI Claims.

“**Opioid Product**” means a current or future medication containing Opioids approved by the FDA and listed by the DEA as Schedule II, III, or IV pursuant to the federal CSA (including, but not limited to, buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol); provided, however, that, “Opioid Product” shall not include the following items, notwithstanding that such items would otherwise satisfy this definition of Opioid Products: (a) methadone, buprenorphine, or other products with an FDA-approved label that lists the treatment of OUD or opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage,” insofar as

the product is being used to treat OUD or opioid or other substance abuse, addiction, dependence, or overdose; or (b) raw materials, immediate precursors, and/or APIs used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

“PI Trust Documents” means the PPOC Trust Documents, the PI Trust Agreement, and the PI Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“PI Trust” means the victim compensation trust to be established to (a) assume all liability for PI Opioid Claims; (b) administer PI Opioid Claims; (c) collect the PI Trust Share; and (d) make Distributions to holders of Allowed PI Opioid Claims, in each case, in accordance with the PI Trust Documents.

“PI Opioid Claim” or **“PI Claim”** means any and all Present Private Opioid Claims against any of the Debtors (a) held by any natural person (i) who has been diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person’s exposure to Opioids or opioid replacement or treatment medication; and (ii) arising from (1) such natural person’s use of a Qualifying Opioid; or (2) the use by a decedent of a Qualifying Opioid, in each case, prior to January 1, 2019; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, NAS PI Claims are not PI Opioid Claims.

“PPOC Sub-Trust(s)” means the Hospital Trust, the IERP Trust II, the NAS PI Trust, the PI Trust, and the TPP Trust.

“PPOC Sub-Trust Documents” means the Hospital Trust Documents, the IERP Trust II Documents, the NAS PI Trust Documents, the PI Trust Documents, and the TPP Trust Documents.

“PPOC Trust” means the trust to be established and funded with the PPOC Trust Consideration and the NAS Additional Amount in accordance with the PPOC Trust Documents, this Plan, and the Confirmation Order.

“PPOC Trust Documents” means the PPOC Trust Agreement and the PPOC Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

“PPOC Trust Distribution Procedures” means the PPOC Trust Distributions Procedures attached as Exhibit B to the PPOC Trust Agreement.

“PPOC Trust Documents” means the PPOC Trust Agreement and the Master PPOC TDP.

“PPOC Trustee” means the trustee or group of trustees serving in such capacities pursuant to the PPOC Trust Agreement.

“PPOC Trust Consideration” means a maximum aggregate amount of \$119.2 million in Cash (subject to adjustment in accordance with the PPOC Trust Documents, including as a result of the prepayment or non-prepayment of the PPOC Trust Consideration) to be distributed to the PPOC Trust and distributed by the PPOC Trust to the PPOC Sub-Trusts for Distributions to holders of Allowed Present Private Opioid Claims and otherwise used in accordance with the PPOC Trust Documents.

“PPOC Trust Installment Payments” means the installment payments to be made pursuant to the PPOC Trust Documents by the Debtors and/or Purchaser Parent, as applicable, to the PPOC Trust, which installment payments, in the aggregate, comprise the PPOC Trust Consideration and the NAS Additional Amount. The timing and amount of each PPOC Trust Installment Payment shall be calculated in accordance with the PPOC Trust Documents.

“Purchaser” has the meaning set forth in the preamble hereto. For the avoidance of doubt, the designation by Tensor Limited of any other entity (or assignment by Tensor Limited to any other entity) to be included in the term Purchaser shall not relieve Tensor Limited of any of its obligations as Purchaser hereunder, and all obligations of Purchaser hereunder shall be joint and several obligations of Tensor Limited and such designee or assignee. Purchaser may also be referred to as the “Buyer,” “NewCo” or the “Stalking Horse Bidder” in certain PPOC Trust Documents or PPOC Sub-Trust Documents.

“Released Party” or **“Protected Party”** means, (a) with respect to the Debtor Releases, the Debtor Released Parties; (b) with respect to the GUC Releases, the GUC Released Parties; and (c) with respect to the Non-GUC Releases, the Non-GUC Released Parties. For the avoidance of doubt, each of the following shall be a Released Party: (i) the Debtors’ current officers (as of or after the Petition Date); (ii) the Debtors’ directors (including any Persons in any analogous roles under applicable law) that continue serving in their capacity as directors with, or become directors of, any of the Purchaser Entities after the Effective Date or continue or begin serving in any other prior senior-level employment position after the Effective Date and performing services commensurate with such prior position; and (iii) current and former officers and directors (including any Persons in any analogous roles under applicable law) of subsidiaries of Endo International plc that are not UCC Specified Subsidiaries.

“Qualifying Opioid” means the schedule of specific Opioid Products manufactured, marketed, or sold by the Debtors (including, for the avoidance of doubt, Debtor Paladin Labs Inc.) and the Non-Debtor Affiliates, which schedule will be filed with the Plan Supplement.

“Third-Party Payor Opioid Claim” or **“TPP Claim”** means any and all Present Private Opioid Claims against any of the Debtors that (a) arose before August 16, 2022; and (b) are held by Present Private Opioid Claimants that are TPPs (e.g., health insurers, employer-sponsored health plans, union health and welfare funds, or any other providers of health care benefits, and any third-party administrators), including any Claims based on the subrogation rights of holders thereof that are not held by a Governmental Authority; provided, that, notwithstanding the foregoing, Claims in respect of self-funded government plans which Claims are asserted through (i) a private TPP; or (ii) any carrier of a federal employee health benefits plan, in each case, are TPP Claims.

“**TPP Channeled Claims**” means Third-Party Payor Opioid Claims; provided that the claimants holding such claims timely filed claims by the bar date established by the Bankruptcy Court in accordance with the provisions of the Bar Date Order, as the same may be amended from time to time, and executed and timely returned the Opt-in Form and the Release Form, as each of those terms are defined in the TPP TDP.

“**TPP Trust Documents**” means the TPP Trust Agreement, the TPP TDP and exhibits and appendices to each, including the TPP Trust Claim Form, as well as any other related documents.

“**TPP Trust Documents**” means the PPOC Trust Documents, the TPP Trust Agreement, the TPP Trust Agreement Glossary, and the TPP Trust Distribution Procedures, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, and which shall be otherwise reasonably acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee; *provided, that*, with respect to any provisions in any of the TPP Trust Documents providing for an increase in the amount of any Distribution to be made to a holder of an Allowed TPP Claim in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases, such provisions shall be acceptable to the Debtors, the Required Consenting Global First Lien Creditors, and the Opioid Claimants’ Committee. The TPP Trust Documents shall be drafted in accordance with this Plan, the Confirmation Order, and the OCC Resolution Term Sheet, and shall be filed with the Plan Supplement.

“**TPP Trust**” means the trust to be established to (a) assume all liability for TPP Claims; (b) administer TPP Claims; (c) collect the TPP Trust Share; and (d) make Distributions to holders of Allowed TPP Claims, in each case, in accordance with the TPP Trust Documents.

Exhibit 2-F

NAS PI Trust Distribution Procedures

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**NAS PERSONAL INJURY
TRUST DISTRIBUTION
PROCEDURES**

These NAS Personal Injury Trust Distribution Procedures (“**NAS PI TDP**”) provide for resolving all NAS PI Claims¹ in accordance with the *[Third Amended] Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3535] (the “**Plan**”) and the order entered by the Bankruptcy Court confirming the Plan [Docket No. [•]] (the “**Confirmation Order**”). The NAS PI Trust Agreement governs the establishment of the NAS Personal Injury Trust (“**NAS PI Trust**”). The trustee of the NAS PI Trust (“**Trustee**”) shall implement and administer these NAS PI TDP in accordance with the NAS PI Trust Documents. Holders of NAS PI Claims are referred to herein as “**NAS PI Claimants**.”

ARTICLE 1

INTRODUCTION

1.1 Purpose of the NAS PI TDP. The goal of the NAS PI Trust is to treat all claims equitably and in accordance with the requirements of the Governing Order and Filings, the NAS PI Trust Documents, and the Bankruptcy Code. The NAS PI Trust will receive a portion of the proceeds payable to the PPOC Trust that was established pursuant to the Governing Order and Filings. These NAS PI TDP further that goal by setting forth objective, efficient, and fair procedures for processing and paying the unpaid portion of the liquidated value of Allowed NAS PI Claims.

1.2 Funding of the NAS PI Trust. The NAS PI Trust shall be funded in accordance with the terms of the Governing Order and Filings and the PPOC Trust Documents. As set forth in the NAS PI Trust Agreement, the NAS PI Trust will maintain a separate fund (the “**NAS PI Trust Fund**”) among the NAS PI Trust’s assets to be used to pay the administrative costs, fees, and expenses of the NAS PI Trust on a pro rata basis until the NAS PI Trust Fund is exhausted and to pay Awards (as defined herein) to holders of Allowed NAS PI Claims in accordance with the NAS PI Trust Documents and the Governing Order and Filings.

1.3 Interpretation. Except as may otherwise be provided below, nothing in these NAS PI TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of NAS PI Claims shall vest in such holders as of the date of the Effective Date.

ARTICLE 2

NAS PI TDP ADMINISTRATION

2.1 Claims Processor and Other Agents. Nothing in these NAS PI TDP shall preclude the NAS PI Trust from contracting with a third party to provide claims-processing, claims-audit, or

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Governing Order and Filings, the Plan, the Confirmation Order, or the NAS PI Trust Documents.

other services to the NAS PI Trust so long as decisions about the resolution of NAS PI Claims are based on the relevant provisions of the Governing Order and Filings, and these NAS PI TDP, including the evidentiary criteria set forth therein and herein. In accordance with the NAS PI Trust Agreement, the Trustee may retain additional professionals, agents, and consultants to assist in carrying out the duties of the NAS PI Trust.

2.2 NAS Committee. Pursuant to the Governing Order and Filings and the NAS PI Trust Agreement, the Trustee shall administer the NAS PI Trust and these NAS PI TDP in consultation with the NAS Committee, who represents the interests of NAS PI Claimants. The duties of the NAS Committee with respect to the NAS PI Trust are set forth in the NAS PI Trust Agreement. The Trustee shall obtain the consent of the NAS Committee on any amendments to these NAS PI TDP and on such other matters as are otherwise required below and in the NAS PI Trust Agreement; provided that no such amendments shall impair, modify or otherwise affect the enforceability, efficacy, scope or terms of releases or injunctions authorized under the Plan or the Confirmation Order, as applicable. The initial Trustee and the initial NAS Committee are identified in the NAS PI Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation with, or consent of, the NAS Committee is required, the Trustee shall provide written notice, which may be provided via email, to the NAS Committee of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment nor take such action unless and until the Trustee and NAS Committee have engaged in the consultation process or the consent process described in the NAS PI Trust Agreement, and no such amendment nor action shall impair, modify or otherwise affect the enforceability, efficacy, scope, or terms of the Non-GUC Releases granted or deemed to have been granted under the Plan.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 NAS PI Trust Claims Liquidation Procedures.

(a) Determination of Compensability. The NAS PI Trust will receive, process, and resolve NAS PI Claims in accordance with the Plan, the Confirmation Order, and the NAS PI Trust Documents and determine whether they are Allowed and therefore eligible to receive payment from the NAS PI Trust, or disallowed and therefore not eligible for payment from the NAS PI Trust. An “**Allowed NAS PI Claim**” is a claim that provides credible evidence that satisfies the evidentiary criteria set forth below and is otherwise eligible for an offer of payment in accordance with these NAS PI TDP and the Governing Order and Filings.

(b) Treatment of Disallowed Claims. The NAS PI Trust will not pay Awards to any claims of NAS PI Claimants that have been Disallowed (as defined in the PPOC Trust Agreement) under the NAS PI Trust Documents (“**Disallowed Claims**”) for failure to comply with or meet the standard set forth in such NAS PI Trust Documents. The Non-GUC Releases granted by any holder of a Disallowed Claim shall not be impacted by the Disallowance of such NAS PI Claim and shall remain in full force and effect.

(i) Because the NAS PI Trust will have limited funds, economic damages are not compensable. These NAS PI TDP compensate only general pain and suffering on account of the NAS PI Claimant's injuries. In no circumstance shall the NAS PI Trust assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs). For the avoidance of doubt, an Allowed NAS PI Claim does not include any claim for medical monitoring support or similar related relief.

(ii) The adjudication of a NAS PI Claim under the NAS PI Trust Documents shall be deemed to be an adjudication of that NAS PI Claim and any associated NAS PI Claims of the NAS PI Claimant regarding the same injuries that are the subject of its NAS PI Claim. Any distribution (a "**Distribution**") from the NAS PI Trust on an Award (under the liquidation procedures of these NAS PI TDP) in respect of such NAS PI Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of such NAS PI Claim and such associated NAS PI Claims. For the avoidance of doubt, any such Claim that is Disallowed shall be released in full, as set forth in the Plan and thereafter shall be barred from assertion against the Debtors and the Post-Emergence Entities.

(c) **Determination of Awards and Deductions.** The NAS PI Trust will liquidate and determine the gross amounts receivable on account of Allowed NAS PI Claims (an "**Award**") in accordance with the NAS PI Trust Documents.

(d) **Co-Defendant Claims.** Notwithstanding anything to the contrary herein or otherwise, in no event shall any Co-Defendant Claim (as defined in the Plan) be a NAS PI Claim

ARTICLE 4

PROCESSING, RESOLUTION, AND PAYMENT OF NAS PI CLAIMS BY THE NAS PI TRUST

4.1 Processing of NAS PI Claims.

(a) As soon as possible after the establishment of the NAS PI Trust, the Trustee shall proceed to have the NAS PI Trust receive, review, and liquidate all NAS PI Claims. NAS PI Claims shall be processed based on their place in the FIFO Processing Queue (as defined below) and paid based on their place in the FIFO Payment Queue (as defined below). The NAS PI Trust shall make every reasonable effort to resolve each year at least that number of NAS PI Claims required to exhaust the applicable Maximum Annual Payment (as that term is defined below).

(b) To process NAS PI Claims under these NAS PI TDP, the NAS PI Trust has the discretion to request additional documentation beyond that required by these NAS PI TDP that is believed to be in the possession of the NAS PI Claimant or his or her authorized agent or lawyer.

(c) The NAS PI Trust will use appropriate technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate NAS PI Claims.

(d) The NAS PI Trust may investigate any claim and may request information from any NAS PI Claimant to ensure compliance with the terms outlined in these NAS PI TDP. The NAS PI Trust may request a NAS PI Claimant to execute a HIPAA release (the “**HIPPA Release**,” see Exhibit B) to enable the NAS PI Trust to directly obtain the NAS PI Claimant’s medical records for evaluation in accordance with these NAS PI TDP.

(e) The Trustee has the sole discretion, subject to the appeal process set forth herein, to determine a NAS PI Claim is Disallowed, or to reduce or eliminate Awards on NAS PI Claims being liquidated hereunder where the Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under these NAS PI TDP or by the NAS PI Trust to resolve a NAS PI Claim.

4.2 General Criteria for Allowed NAS PI Claims. To establish an Allowed NAS PI Claim in accordance with these NAS PI TDP, a NAS PI Claimant must comply with the requirement to provide documentation in support of its Proof of Claim.²

4.3 Process to Determine and Adjust the NAS Payment Amount.

(a) **Uncertainty of Debtors’ NAS PI Claim Liabilities.** There is inherent uncertainty regarding the Debtors’ total NAS PI Claim liabilities, which means there is inherent uncertainty regarding the amount that any individual holder of an NAS PI Claim will receive. Accordingly, the Trustee must determine and periodically evaluate and adjust the NAS Payment Amount (as defined below), with the consent of the NAS Committee. The Trustee shall undertake such evaluation at such time as he determines in his reasonable discretion or upon the request of the NAS Committee.

(b) **Determination and Adjustment of the NAS Payment Amount.**

(i) The Trustee will determine the amount to be paid to each holder of an Allowed NAS PI Claim (the “**NAS Payment Amount**”), with the consent of the NAS Committee. To the extent the holder of an Allowed NAS PI Claim grants or is deemed to have granted the Non-GUC Releases set forth in the Plan, such holder of such Allowed NAS PI Claim shall receive an additional Distribution from the NAS PI Trust, which additional Distribution shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the NAS PI Trust Documents, by (ii) a multiplier of 4x, for any such holder that grants or is deemed to have granted the Non-GUC Releases, which additional payment by the

² Such documentation may include, as necessary, one of the heirship declarations (a “**Heirship Declaration**”) attached hereto as Exhibit C.

NAS PI Trust shall be in exchange for such holder's grant of the Non-GUC Releases.

(ii) The goal of the NAS PI Trust in determining the NAS Payment Amount shall be subject to final sentence of the preceding subsection (i) to divide available funds equally and allocate as equal gross Awards among the holders of allowed Allowed NAS PI Claims all the money available in the NAS PI Trust Fund for distribution to NAS PI Claimants.

(iii) The Trustee must base his or her determination or adjustment of the NAS Payment Amount on current estimates of the number of eligible NAS PI Claims, the number of holders of Allowed NAS PI Claims that granted, or are deemed to have granted, the Non-GUC Releases, the value of the assets then available to the NAS PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to treat all eligible NAS PI Claimants in a substantially similar manner. When making these evaluations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors. A redetermination may reasonably result in a lower Award for NAS PI Claimants that, due to their positions in the FIFO queue, have not yet been paid.

(iv) If a redetermination of the NAS Payment Amount has been proposed in writing by either the Trustee or the NAS Committee but has not yet been adopted, then Awards offered to NAS PI Claimants shall be based upon the lower of the current NAS Payment Amount or the proposed NAS Payment Amount. However, if the proposed NAS Payment Amount was the lower amount but was not subsequently adopted, then NAS PI Claimants who receive Awards shall thereafter receive the difference between the lower proposed NAS Payment Amount and the higher current NAS Payment Amount. Conversely, if the proposed NAS Payment Amount was the higher amount and was subsequently adopted, then Awards offered to eligible NAS PI Claimants shall thereafter receive the difference between the lower current NAS Payment Amount and the higher adopted NAS Payment Amount.

(v) If the Trustee, with the consent of NAS Committee, makes a determination to increase the NAS Payment Amount, the Trustee shall make supplemental payments to all NAS PI Claimants, who previously liquidated their claims against the Trust and received payments based on a lower NAS Payment Amount. The Trustee's obligation to make a supplemental payment to a NAS PI Claimant shall be suspended in the event the payment in question (excluding for such purpose the effect of the second sentence of Section 4.3(b)(i)) would be less than \$100, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100 (excluding for such purpose the effect of the second sentence of Section 4.3(b)(i)). However, the Trustee's obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due the NAS PI Claimant at such time that the total exceeds \$100. In the event any holder of an

Allowed NAS PI Claim did not receive a Distribution because the aggregate amount of any payment was less than \$100, the Non-GUC Releases granted or deemed to have been granted by such holder (if applicable) shall not be affected by the fact that such holder did not receive a Distribution and shall remain in full force and effect.

(c) Determination of the Maximum Annual Payment. The NAS PI Trust shall create a model of cash flow, expenses, principal, and income year-by-year to be paid over the term of the NAS PI Trust Fund. In each year, the NAS PI Trust shall be empowered to pay out to eligible NAS PI Claimants the portion of its funds payable for that year according to the model (the “**Maximum Annual Payment**”). The NAS Payment Amount and the Maximum Annual Payment are based on projections over the lifetime of the NAS PI Trust Fund. If such long-term projections are revised, the NAS Payment Amount may be adjusted accordingly, which will result in a new model of the anticipated cash flow of the NAS PI Trust and a new calculation of the Maximum Annual Payment.

(ii) If the NAS PI Trust determines at any time that the present value of the NAS PI Trust Fund’s assets is less than the projected present value of its assets for such date, then it will remodel the cash flow year-by-year to be paid over the life of the NAS PI Trust Fund.

(iii) As a further safeguard, the NAS PI Trust’s distribution to eligible NAS PI Claimants for the first nine months of a year shall not exceed 85% of the Maximum Annual Payment determined for that year.

4.4 Order of Payments.

(a) Timing of Payments.

(i) Payments will be issued on a rolling basis to holders of Allowed NAS PI Claims on a first in, first out (“**FIFO**”) basis in accordance with section 4.4(b)(iii). All payments will be subject to the Maximum Annual Payment.

(ii) With the consent of the NAS Committee, the Trustee may issue installments or partial distributions to holders Allowed NAS PI Claims.

(iii) The NAS PI Trust will issue Distributions to minors that hold Allowed NAS PI Claims in accordance with Article 8 below.

(b) Establishment of the FIFO Processing and Payment Queues.

(i) The NAS PI Trust shall order NAS PI Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”).

(ii) With respect to NAS PI Claimants that filed a claim in the Purdue Case, such NAS PI Claimants will be placed in the FIFO Processing Queue in the same order in which they filed a claim in the Purdue Case. Those NAS PI Claimants that

did not file a claim in the Purdue Case, but filed a claim in the Mallinckrodt Case, will be placed in the FIFO Processing Queue after those that filed a claim in the Purdue Case, in the order in which such party filed a claim in the Mallinckrodt Case. NAS PI Claimants that did not file a claim in either the Purdue Case or the Mallinckrodt Case will be placed in the FIFO Processing Queue after those that filed claims in the Purdue Case and the Mallinckrodt Case and such NAS PI Claimant's position in the FIFO Processing Queue shall be determined by the date the holder of such NAS PI Claim files all necessary information with the NAS PI Trust. If any NAS PI Claims are filed on the same date, the NAS PI Claimant's position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the condition for which the NAS PI Claim was filed; if any NAS PI Claims are filed and diagnosed on the same date, the NAS PI Claimant's position in the FIFO Processing Queue shall be determined by the NAS PI Claimant's date of birth, with older NAS PI Claimants given priority over younger NAS PI Claimants; provided, however, that if a law firm submits claims information for more than 10 NAS PI Claims on the same day, such NAS PI Claims will be randomly assigned a position in the FIFO queue within the parameters of the queue position triggered by the volume of the filing (for example, if a law firm submits information for 100 NAS PI Claims on the same day, those 100 NAS PI Claims will be randomly assigned a position in the FIFO queue for the first 100 spots following the queue numbering for information with respect to NAS PI Claims submitted on the preceding day).

(iii) Holders of Allowed NAS PI Claims shall be paid in FIFO order based on the date all information requirements described in this NAS PI TDP and/or the NAS PI Trust Documents are satisfied, as determined by the NAS PI Trust (the "**FIFO Payment Queue**"). If information requirements for multiple NAS PI Claims are satisfied on the same date, the NAS PI Claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the condition for which the NAS PI Claim was filed. For such NAS PI Claims, if the respective holders' condition was diagnosed on the same date, the position of those NAS PI Claims in the FIFO Payment Queue shall be determined by the NAS PI Trust based on the dates of the claimants' birth, with older NAS PI Claimants given priority over younger NAS PI Claimants.

(c) Unless otherwise ordered by a court of competent jurisdiction, where the NAS PI Claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant's representative, an offer made by the NAS PI Trust on the Allowed NAS PI Claim shall remain open so long as applicable proceedings before that court or in that applicable probate process remain pending; provided that the NAS PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant's representative, the NAS PI Trust shall pay the holder of such Allowed NAS PI Claim in the amount so offered, based upon the NAS Payment Amount in effect at the time the offer was first made.

(d) Unless the NAS PI Trust enters into a lien resolution program, each NAS PI Claimant is responsible for satisfying any liens that third parties may claim against an Award to such NAS PI Claimant.

ARTICLE 5

EVIDENTIARY REQUIREMENTS FOR ALLOWED NAS PI CLAIMS

5.1 Evidentiary Requirements for Recovery on Claim Form.

(a) To receive a recovery on his/her NAS PI Claim, i.e., for a NAS PI Claim to be Allowed, a NAS PI Claimant must submit one of the following forms of evidence (“**Competent Evidence**”):

(i) A document from a licensed medical provider diagnosing the NAS PI Claimant with a medical, physical, cognitive or emotional condition resulting from the NAS PI Claimant’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as NAS;

(ii) A document from a licensed medical provider affirming that the NAS PI Claimant had Neonatal Opioid Withdrawal Syndrome (“**NOWS**”); or

(iii) Other medical records evidencing that the NAS PI Claimant had an NAS diagnosis, including post-natal treatment for symptoms caused by opioid exposure, symptoms of post-natal withdrawal from opioids, medical scoring for NAS or NOWS which is positive or indicates fetal opioid exposure, a positive toxicology screen of the birth mother or infant for opioids or opioid-weaning drugs, or a maternal diagnosis of opioid use disorder by the birth mother.

(b) The NAS PI Trust shall have discretion to determine whether these evidentiary requirements have been met, including whether the forms of evidence submitted constitute Competent Evidence.³ Subject to a right of appeal in Article 9, any NAS PI Claimant who fails to meet these requirements is not entitled to any payment. To the extent such NAS PI Claimant granted or was deemed to have granted the Non-GUC Releases, the lack of entitlement to payment hereunder as a result of such NAS PI Claimant’s failure to meet the information requirements hereunder shall not impact such Non-GUC Releases and such Non-GUC Releases shall remain in full force and effect.

(c) If the Trustee determines that a Claim Form or accompanying evidence submitted hereunder is incomplete, the Trustee shall have the discretion to request additional relevant documentation believed to be in the possession of the NAS PI Claimant or his or her

³ “**Competent Evidence**” necessary for Allowance of an NAS PI Claim means evidence, in the opinion of the Trustee, that establishes that the occurrence of a qualifying condition as set forth in section 5.1(a) above with respect to an NAS PI Claimant is more likely true than not true, i.e. a probability standard. Competent Evidence requires more than a mere possibility or scintilla of truth, but such standard does not require proof that rises to the level of clear and convincing evidence. However, notwithstanding anything to the contrary in these NAS PI TDP, proof of a prescription of an opioid product shall not be required.

authorized agent or lawyer. The NAS PI Claimant shall be afforded a 60-day period to cure any deficiency. Such deficiencies include, but are not limited to, failure to sign or complete the Claim Form, failure to execute the HIPAA authorizations (if requested by the Trust), or failure to submit qualifying evidence. If the deficiency is timely cured to the satisfaction of the Trustee, no deduction or penalty will be assessed to an otherwise qualifying NAS PI Claim. If the deficiency is not timely cured, the Trustee, depending on the nature of the deficiency, has the authority to prevent the NAS PI Claimant from receiving all or part of any Award the NAS PI Claimant would otherwise be entitled to on such NAS PI Claim. The NAS PI Trust has the sole discretion to Disallow, reduce, or eliminate Awards on claims being liquidated hereunder where it concludes that there has been a pattern or practice to circumvent full or truthful disclosure under this Article 5. To such NAS PI Claimant granted or was deemed to have granted the Non-GUC Releases, the Disallowance, reduction, or elimination of an Award on such NAS PI Claimant's NAS PI Claim as a result of a pattern or practice to circumvent full or truthful disclosure under this Article 5 shall not impact such Non-GUC Releases and such Non-GUC Releases shall remain in full force and effect.

5.2 Bar for Prior Settled Cases. A NAS PI Claimant whose NAS PI Claim was reduced prior to the Petition Date to a settlement, judgment, or award (whether or not paid or otherwise discharged) against any Debtor shall be barred from receiving any Award under the NAS PI Trust Documents on account of such NAS PI Claim and shall not recover from the NAS PI Trust or any other PPOC Sub-Trust on account of such NAS PI Claim. To the extent such NAS PI Claimant granted or was deemed to have granted the Non-GUC Releases, the lack of recovery on account of such NAS PI Claim as a result of such NAS PI Claim's reduction prior to the Petition Date to a settlement, judgment, or award (whether or not paid or otherwise discharged) against any Debtor shall not impact such Non-GUC Releases and such Non-GUC Releases shall remain in full force and effect.

5.3 Claims Audit Program.

(a) In General. Within 60 days of the Effective Date, the Trustee, with the consent of the NAS Committee, shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the NAS PI Trust and approved for an offer of payment (a claims audit program). The NAS PI Trust may retain an independent third-party to implement the audit program. In the event that the NAS PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the NAS PI Trust, it may decline to accept additional evidence from such provider in the future.

(b) Assessment of Additional Information. To the extent that the NAS PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the NAS PI Trust or the entity overseeing the claims audit program, in the Trustee's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any NAS PI Claimant subject to the claims audit program shall cooperate and, if requested, provide the NAS PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the NAS PI Trust to obtain medical and other records to verify the claim.

(c) Actions Based on Audit Results. In the event that an audit reveals that fraudulent information has been provided to the PPOC Trust or any PPOC Sub-Trust, including the NAS PI Trust may penalize any NAS PI Claimant or NAS PI Claimant's attorney by rejecting the NAS PI Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from a court of competent jurisdiction. For the avoidance of doubt, in the event such NAS PI Claim is rejected, the Non-GUC Release granted or deemed to have been granted in connection with the Plan shall be unaffected and the enforceability, scope, and terms thereof shall remain in full force and effect.

5.4 Costs Considered. Notwithstanding any provision of these NAS PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid NAS PI Claims so that the payment of Awards to holders of Allowed NAS PI Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting a claim. The Trustee shall have the latitude to make judgments regarding the amount of transaction costs to be expended by the NAS PI Trust so that Awards to holders of Allowed NAS PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the NAS PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) In General. All submissions to the NAS PI Trust by a holder of a NAS PI Claim, including the Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Authorized Disclosures.

(i) Claimant Consent and Subpoenas. The NAS PI Trust will preserve the confidentiality of NAS PI Claimant submissions, and shall disclose the contents thereof only to such other persons as authorized by the holder or in response to a valid subpoena of such materials issued by a New York state court, the Bankruptcy Court, or the United States District Court for the Southern District of New York. The NAS PI Trust shall provide the NAS PI Claimant or counsel for the NAS PI

Claimant a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) NAS PI Claimants, the NAS PI Trust may instead first provide a copy of the subpoena to counsel for the NAS Committee and delay providing a copy of the subpoena to counsel for individual holders of NAS PI Claims until, in the Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the NAS PI Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The NAS PI Trust shall on its own initiative or upon request of the NAS PI Claimant in question take all necessary and appropriate steps to preserve said privileges before a New York state court, the Bankruptcy Court, or the United States District Court for the Southern District of New York and before those courts having appellate jurisdiction related thereto.

(ii) Other Required Disclosures. Notwithstanding anything in the foregoing to the contrary, with the consent of the NAS Committee, the NAS PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, or as required in connection with a lien-resolution program or lien-resolution laws (including those relating to Medicare liens); provided, however, that the NAS PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the NAS PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the NAS PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality.

(c) Claimant Discovery Obligations. Nothing in these NAS PI Trust Documents or the Governing Order and Filings expands, limits, or impairs the obligation under applicable law of a NAS PI Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the NAS PI Trust for the purpose of obtaining compensation for opioid-related injuries from the NAS PI Trust.

(d) Secure Destruction Upon Termination. As part of the process by which the NAS PI Trust's activities are wound-down in connection with termination of the NAS PI Trust, and once the Trustee has been determined that there is no legitimate reason to retain NAS PI Claims records submitted by NAS PI Claimants, the NAS PI Trust shall securely destroy all records containing personal information about NAS PI Claimants or other individuals identified in the claims records. The destruction of the records shall comply with New York law and any applicable federal laws that may apply to the information contained within the records, such that any personal or individual-identifying information is rendered unreadable, undecipherable, and inaccessible. Following such destruction, the Trustee

shall file a certification with the [trustee of the PPOC] attesting to the NAS PI Trust's compliance with this provision.

ARTICLE 7

RESERVED

ARTICLE 8

DISTRIBUTIONS FOR THE BENEFIT OF MINORS

8.1 Procedures Regarding Distributions to or for the Benefit of Minor Claimants. The following procedures apply to any NAS PI Claimant who is a minor under applicable law (a "**Minor Claimant**") for so long as the Minor Claimant remains a minor under applicable law.

8.2 Actions by Proxy of Minor Claimant.

(a) A Minor Claimant's custodial parent, his/her legal guardian under applicable law (a "**Guardian**"), or an adult providing custody and care to the minor (any of the foregoing acting on behalf of the Minor Claimant, the "**Proxy**") is authorized to make submissions on behalf of the Minor Claimant under the NAS PI TDP, subject to Section 8.2(b) below.

(b) The Proxy shall be responsible for submitting, on behalf of such Minor Claimant, all required forms under the NAS PI Trust Documents and the Governing Order and Filings, as well as any evidence required by the NAS PI Trust to support the Claim Form, and any other documentation required or requested pursuant to the NAS PI TDP.

(c) The Proxy is authorized to take, on behalf of a Minor Claimant, all actions under the NAS PI Trust Documents that the Minor Claimant would be authorized to take if such Minor Claimant were an adult, other than receiving distributions from the NAS PI Trust (unless so authorized by Section 8.6 below).

8.3 Establishing Proxy of a Minor Claimant.

(a) Any purported Proxy making a submission to the NAS PI Trust on behalf of a Minor Claimant shall include along with such submission documentation of his/her authority to act on behalf of the Minor Claimant, consisting of the following:

(i) If the purported Proxy is the Guardian of the Minor Claimant, then the court order appointing that Proxy as Guardian, or other documents reasonably acceptable to the NAS PI Trust as sufficient under applicable law to evidence the guardianship.

(ii) If the purported Proxy is the custodial parent of the Minor Claimant, then a sworn statement that such Proxy is the custodial parent of the Minor Claimant.

(iii) If the purported Proxy is neither the Guardian nor custodial parent of the Minor Claimant, then a statement under penalty of perjury by the purported Proxy that he/she is providing custody and care to the Minor Claimant, stating for how

long he/she has been providing such care and custody, explaining his/her relationship to the Minor Claimant and the circumstances around the provision of care and custody, as well as a statement and/or records from one or more of the following in support of his/her statement under penalty of perjury:

- (A) Minor Claimant's school;
- (B) Purported Proxy's landlord or property manager;
- (C) Minor Claimant's health provider;
- (D) Minor Claimant's child care provider;
- (E) Purported Proxy's placement agency;
- (F) Governmental social services agency;
- (G) Indian tribe officials; or
- (H) Purported Proxy's Employer.

(b) Whether the purported Proxy is a Guardian, custodial parent, or neither, the NAS PI Trust may require additional corroborating evidence at his discretion, including in the event that instructions are received from more than one purported Proxy for the same Minor Claimant.

8.4 Distributions from the NAS PI Trust to Minor Claimants.

(a) When the NAS PI Trust has determined the final distributable amount on a Minor Claimant's claim, it will send notice of such final amount to the Minor Claimant's Proxy and counsel (if known). Such notice will include a letter inviting the Proxy to discuss how the distributable amount was determined, and the NAS PI Trust will take reasonable steps to ensure that the Proxy understands how such amount was determined.

(b) Any distributions owing to a Minor Claimant that are ready for issuance by the NAS PI Trust at a time when the Minor Claimant is still a minor under applicable law shall be (i) used to pay the individual attorneys' fees of the Minor Claimant pursuant to Section 8.5 below and (ii) with respect to the remainder, paid into an interest-bearing sub-fund of the NAS PI Trust (the "**Minor Claimants Account**"), held there for the sole benefit of the Minor Claimant, and invested in a U.S. governmental money-market fund until such funds are distributed pursuant to Section 8.6 below or until the Minor Claimant becomes an adult under applicable law (the "**Adult Distribution Date**"), at which time the amount then held in such account (including interest earned) shall be paid directly to such NAS PI Claimant.

(c) Pending distributions for all Minor Claimants may be held in the same sub-fund.

8.5 Payments of attorneys' fees.

(a) Within a reasonable period following receipt of notice of the final distributable amount on a Minor Claimant's NAS PI Claim, and using forms to be provided by the Trust, the Minor Claimant's counsel shall submit to the NAS PI Trust, with a copy to the Proxy, a request for payment of legal fees and expenses from the Minor Claimant's recovery.

(b) It is the Minor Claimant's attorney's duty to comply with all ethical and legal rules respecting such legal fees and expenses, and the NAS PI Trust is permitted to rely upon such representation in issuing payments in respect of such fees and expenses.

(c) Absent objection from the Proxy with respect to such asserted fees and expenses, the NAS PI Trust shall remit payment to the Minor Claimant's attorney in accordance with the latter's request.

8.6 Early Distributions.

(a) A Proxy who has established to the satisfaction of the Trust that they are the custodial parent or Guardian of the Minor Claimant may elect that the full net award to the Minor Claimant be released upon receipt by the Trust of a statement under penalty of perjury by the Proxy attesting to the following: (i) that the Proxy is financially responsible for the Minor Claimant's welfare, (ii) that all funds received by the Proxy on behalf of the Minor Claimant will be used for the direct benefit and welfare of the Minor Claimant, and (iii) that the Proxy has agreed to account for and demonstrate, if requested by a court of a law, government official or the Minor Claimant, that all funds received by the Proxy have been used for the direct benefit and welfare of the Minor Claimant, or the amount of such funds in the possession of the Proxy which have yet to be expended for such purpose.

(b) The NAS PI Trust shall have no duty to monitor the use of funds released pursuant to this article.

ARTICLE 9

APPEALS

9.1 Appeal Process. If an NAS PI Claimant is dissatisfied with any determination made by the NAS PI Trust with respect to his or her NAS PI Claim, (s)he can appeal to the NAS PI Trust within fourteen (14) days of receiving notice of such determination by submitting a written document clearly marked as "Appeal to Claims Administrator." In that document, the NAS PI Claimant should identify the determination with which the NAS PI Claimant disagrees and state the reasons for the disagreement. The NAS PI Claimant may submit any additional documentation (s)he wishes to have considered. Only one appeal is permitted per Claim Form.

9.2 Appeal Review. The Trustee shall conduct a *de novo* review and promptly issue a ruling in writing to the NAS PI Claimant and/or his/her counsel, as applicable. In the event that the Trustee determines that the records submitted in support of the NAS PI Claimant's claim are unreliable, the Trust shall issue a notification of status letter advising the NAS PI Claimant of such determination and identifying the particular records or statements that are deemed unreliable. In evaluating such appeal, the Trust shall not change the NAS PI TDP allowance criteria.

9.3 Limitation on Appeals. NAS PI Claimants shall have no other appeal rights beyond those set forth in this Article 9. Determinations made by the Trust in the appeals process pursuant to this Article 9 shall be final and binding and are not subject to further appeal in any forum.

9.4 Effect on Non-GUC Release. Notwithstanding anything set forth in this Article 9, in the event of an appeal of a NAS PI Claimant's distribution or other assessment of such claimant's NAS PI Claim, the enforceability, scope and terms of the Non-GUC Releases granted or deemed to have been granted by such claimant shall be unaffected and shall remain in full force and effect.

[ENDO NAS PI TDP EXHIBIT A]

DRAFT

**SAMPLE SUPPLEMENTAL CLAIM FORM FOR
NAS PI TRUST DISTRIBUTION PROCEDURES**

This supplemental claim form (“**Claim Form**”) must be completed by each NAS PI Claimant¹ seeking an Award from the NAS Personal Injury Trust (the “**NAS PI Trust**”) on a NAS PI Claim.²

¹ As set forth on Exhibit A, parties that previously filed claims and provided the required documentation in connection with either the *Purdue Pharma L.P.* (Case No. 19-23649) (Bankr. S.D.N.Y) (the “**Purdue Case**”) or the *Mallinckrodt plc* (Case No. 20-12522) (Bankr. D. Del.) (“**Mallinckrodt Case**”) bankruptcy cases do not need to provide further documentation.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the NAS Personal Injury Trust Distribution Procedures (“**NAS PI TDP**”) or, if not defined therein, then the meanings ascribed to them in the [*Third Amended*] *Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. _____] (the “**Plan**”) or the NAS Personal Injury Trust Agreement (“**Trust Agreement**”), as the case may be.

FAILURE TO TIMELY SUBMIT THIS CLAIM FORM AS PROVIDED IN THE NAS PI TDP MAY CAUSE THE NAS PI CLAIM TO BE DEEMED DISALLOWED UNDER THE NAS PI TDP. **To be timely filed, the Claim Form must be submitted by no later than the date that is one year from the Effective Date.** Although that is the latest a Claim Form may be submitted to the NAS PI Trust, a NAS PI Claimant may benefit from submitting the Claim Form earlier, because the NAS PI Trust may issue installments or partial distributions to Allowed NAS PI Claims prior to that date. Note, however, that NAS PI Claimants who previously filed claims and provided the required documentation in connection with either the *Purdue Pharma L.P.* (Case No. 19-23649) (Bankr. S.D.N.Y) or the *Mallinckrodt plc* (Case No. 20-12522) (Bankr. Del.) bankruptcy cases do not need to submit a claim form with the NAS PI Trust or provide further supporting documentation.

Instructions:

If you represent the interests of an NAS PI Claimant and are seeking to recover money from the NAS Personal Injury Trust (“NAS PI Trust”) on account of that NAS PI Claimant’s NAS PI Claim, you must complete this Claim Form and return it to ENDO NAS PI Trust, 501 Riverchase Parkway East, Suite 100, Hoover, AL 35244. If you do not complete the Claim Form, you will NOT qualify to receive funds on behalf of the NAS PI Claimant you represent.

If you believe that the NAS PI Claimant you represent holds multiple NAS PI Claims against the Debtors on account of multiple injuries, then fill out only one Claim Form. One Claim Form submitted for a NAS PI Claim shall be deemed to be a Claim Form in respect of that NAS PI Claim and also any NAS PI Claims against all Debtors and other Released Parties that are associated with that NAS PI Claim.

If you represent the interests of more than one NAS PI Claimant, you must file a Claim Form on behalf of each individual NAS PI Claimant. **YOU CANNOT FILE ONE CLAIM FORM ON BEHALF OF MULTIPLE NAS PI CLAIMANTS.**

Follow the instructions of each section carefully to ensure that your Claim Form is submitted correctly. Except as otherwise indicated, all words shall be given their ordinary, dictionary meaning. Submitting this Claim Form does not guarantee that you will receive payment from the NAS PI Trust. Whether you will receive payment depends on whether you provide the required submissions, as set forth in the NAS PI TDP and whether your claim meets the eligibility requirements set forth in the NAS PI TDP.

You must also provide the documentation requested herein, and, if your claim is subsequently Allowed by the NAS PI Trust, your claim will be liquidated and paid according to the provisions of the NAS PI TDP. If your claim is Disallowed by the NAS PI Trust, you will not receive a distribution from the NAS PI Trust. In the event your claim is Disallowed, such Disallowance shall not affect the efficacy, enforceability, scope or terms of your Non-GUC Release, to the extent granted (whether granted by execution of a release form or otherwise deemed granted pursuant to the Plan), or the release granted thereunder, which will remain in full force and effect. All claimants whose NAS PI Claims are Allowed by the NAS PI Trust shall receive an equal

distribution from the NAS PI Trust Fund, subject to the deductions described in the NAS PI TDP and the additional payment in consideration for granting a Non-GUC release.

Each NAS PI Claimant is responsible for satisfying any liens that health insurance companies, government entities (including Medicare and Medicaid), or any other third party may have against any Award that may be issued by the NAS PI Trust. By submitting this Claim Form and choosing to liquidate your NAS PI Claim under the NAS PI TDP, you understand that the NAS PI Trust may enter into a lien resolution program (“**LRP**”) and, if the NAS PI TDP does enter into a LRP, you are deemed to consent to the LRP and the NAS PI Trust’s release of information provided in connection with your NAS PI Claim as required under the LRP to identify any liens that may be asserted against an Award based on the NAS PI Claim. If any liens are identified against your Award, the NAS PI Trust may reduce your Award by the amount required to satisfy the lien(s).

Instructions for Submission: You may submit this completed Claim Form online at [_____].

PART ONE: PERSONAL INFORMATION OF NAS PI CLAIMANT AND HIS/HER REPRESENTATIVE

(All Claimants must complete this Part)

Section 1.A: Fill out the information for the NAS PI Claimant below:

NAS PI Claimant's Name:

NAS PI Claimant's Date of Birth:

NAS PI Claimant's Address:

NAS PI Claimant's Social Security Number:

Section 1.B: Fill out your own information below:

Your Name:

Your Date of Birth:

Your Address:

Your Social Security Number:

Your Phone Number:

State whether you are the natural parent, legal guardian, or other custodian of the NAS PI Claimant:

PART TWO: MEDICAL PROVIDER INFORMATION

Section 2.A: This section concerns licensed medical providers who have diagnosed the NAS PI Claimant with any medical, physical, cognitive, or emotional conditions resulting from his/her intrauterine exposure to opioids or opioid replacement or treatment medication(s). The diagnoses may include, but are not limited to, the condition known as neonatal abstinence syndrome ("NAS"). Fill out and provide the following information, if known:

Name of Licensed Medical Provider	Address	City	State	Zip	Date of Diagnosis

Section 2.B: Even if you do not know the information sought in Section 3.A., **please include with your submission of this Claim Form Competent Evidence that a licensed medical provider has diagnosed the NAS PI Claimant with any medical, physical, cognitive, or emotional**

condition resulting from the NAS PI Claimant’s intrauterine exposure to opioids or opioid replacement or treatment medication(s). The diagnoses may include, but are not limited to, the condition known as neonatal abstinence syndrome (“NAS”). The diagnosis can be made by any medical professional, specifically including physicians, nurses, physician assistants, mental health counselors or therapists, or professionals at a rehabilitation center. Evidence can include, among other things, medical records evidencing that the NAS PI Claimant had a NAS diagnosis, post-natal treatment for symptoms caused by opioid exposure, symptoms of post-natal withdrawal from opioids, medical scoring for NAS or NOWS which is positive or indicates fetal opioid exposure, a positive toxicology screen of the birth mother or infant for opioids or opioid-weaning drugs, or a maternal diagnosis of opioid use disorder by the birth mother.

Section 2.C.: Was the NAS PI Claimant born in a medical facility? If so:

Name of the Facility where the NAS PI Claimant was born:

Location (city and state) where the NAS PI Claimant was born:

PART THREE: MEDICAL LIENS

Section 3.A: Did any insurance company pay for medical treatment for the NAS PI Claimant’s opioid-related injuries?

Yes: No:

Section 3.B: In the last 20 years, was the NAS PI Claimant user eligible for coverage by any of the following, or did any of the following actually pay for his/her opioid-related health costs?

Respond by writing “Yes” or “No” next to each insurance provider name, and provide the requested information as to each. If any insurance carrier who provided coverage to the opioid user is not identified, please fill in that carrier’s information at the bottom of the chart.

Type of Insurance:	Yes/No	Street Address:	Phone Number	Policy Number (if any)	Policy Holder	Dates of Coverage
Medicare						
Medicaid						
Tricare						
VA						
Champus						
Private (name below):						

PART FOUR: SIGNATURE

Please fill out and sign this section to complete this Claim Form.

NAS PI Claimant's Name:

NAS Claimant's Email (if any):

NAS Claimant's Phone Number (if any):

Your Name:

Your Email:

Your Phone Number:

To the extent required, I am including the evidence requested in Section 3.B above in my submission of this form:_____.

I declare, under penalty of perjury, that the representations made and the information provided on this Competent Evidence are true, correct, and complete to the best of my knowledge.

Signature of NAS PI Claimant or individual acting on behalf of the NAS PI Claimant:

Print name: _____ Date: (mm/dd/yyyy) _____

ENDO NAS PI TDP EXHIBIT B

**[SAMPLE]
HIPAA RELEASE FORM FOR
NAS PI TRUST DISTRIBUTION PROCEDURES**

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name:

Date:

Date of Birth:

Soc. Sec. No.

1. The following individuals or organizations are authorized to disclose my protected health and insurance records to the parties specified below in section #4:

Note: Please list the names of your medical care providers and your health insurance providers that may have records relevant to the resolution of your NAS PI Claim. **If you are unsure of the exact legal name of your medical providers and health insurance providers, you can leave this blank, and we will complete it for you with the understanding that you authorize all relevant parties:**

2. The type and amount of information to be used or disclosed is as follows:

The entire protected medical and insurance record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies, for the following dates:

Note: List the date range for which the healthcare and insurance companies above may have records relevant to the resolution of your NAS PI Claim. **If you are unsure of the exact dates, then leave this blank, and we will complete this section for you with the understanding that you authorize all relevant date ranges**

Dates of Services - From: _____ To: _____

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, as well as treatment for alcohol and drug abuse.
4. The health and insurance information may be disclosed to and used by the following individual and/or organization:

[fill in name of entity]

5. I understand I have the right to revoke this authorization at any time. I understand 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 10 years after the date that I sign it.
6. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization and forego a recovery under the NAS Personal Injury Trust Distribution Procedures. I understand that no organization may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 1634.524. I understand 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 or HIPAA. If I have questions about disclosure of my health information, I can contact the parties listed above in section #4.

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

ENDO NAS PI TDP EXHIBIT C

[SAMPLE]

**HEIRSHIP DECLARATION FOR ENDO NAS PI TRUST DISTRIBUTION
PROCEDURES**

SWORN DECLARATION AND RELEASE

Any holder of an NAS Personal Injury Claim (an “NAS PI Claimant”) regarding the opioid-related death of another person (the “Decedent”), or because of the death of the Decedent before the NAS PI Claim is paid, is required to complete this declaration if the NAS PI Claimant has not been named as the executor/administrator of the Decedent’s estate by a probate court. Moreover, the NAS PI Claimant must also provide notice to any other beneficiary who may be entitled to receive a portion of any distribution from the NAS Personal Injury Trust (the “NAS PI Trust”) to ensure that all potential beneficiaries have received fair and proper notice of this distribution.

I. Decedent Information

Name:	First Name	Middle Initial	Last Name
Social Security Number:		Date of Death:	
Residence/Legal Domicile Address at Time of Death	Street		
	City	State	Zip Code

II. NAS PI Claimant Information

Your Name	First Name	Middle Initial	Last Name
Your Social Security Number			
Your Address	Street		
	City	State	Zip Code
Your Relationship to Decedent			

III. Authority to Receive a Distribution

I, _____, an NAS PI Claimant, have authority to act on behalf of Decedent for one of the following reasons (please select *one* and provide the applicable documentation):

Decedent Executed a Valid Will Naming NAS PI Claimant as the Executor/Administrator

List here and attach copies of all document(s) evidencing a valid Last Will and Testament executed by Decedent naming NAS PI Claimant as Executor/Administrator:	1. Last Will and Testament of _____, dated _____. 2. _____ 3. _____
--	---

Decedent Executed a Valid Testamentary Trust Naming NAS PI Claimant as the Trustee

List here and attach copies of all document(s) evidencing a valid Testamentary Trust executed by Decedent naming NAS PI Claimant as Trustee:	1. Testamentary Trust executed by _____, dated _____. 2. _____ 3. _____
--	---

Decedent Did Not Execute a Valid Testamentary Document (did not have an executed Will or Trust)

List here the intestate statute(s) of the Residence/Legal Domicile at Time of Death of the Decedent and attach a copy of the full language of the statute(s):	1. A copy of the intestate statute(s) of the state or domicile of the Deceased Claimant at the time of his or her death. 2. _____ 3. _____
---	--

**IV. Notice to Heirs and Beneficiaries of Decedent
(Attach additional sheets if needed)**

Use the space below to identify the name and address of all persons who may have a legal right to share in any payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the NAS PI Trust, or the reason they cannot be notified.

	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____

2.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
3.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
4.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
5.		Address	
		Relationship to Decedent	
		Notified of Settlement?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
6.		Address	
		Relationship to Decedent	

		Notified of NAS PI Trust?	Yes. How notified: _____ No. Why not notified: _____ _____
7.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	Yes. How notified: _____ No. Why not notified: _____ _____

V. NAS PI Claimant Certification – Sworn Declaration

This Sworn Declaration is an official document for submission to the NAS PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:

- A. I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the NAS PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.
- B. I will abide by all substantive laws of the Decedent’s last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- C. If Decedent executed a valid Will naming NAS PI Claimant as the Executor/Administrator:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. The copy of the Last Will and Testament provided by me is the Last Will and Testament of the Decedent.
 - c. I will notify the NAS PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- D. If Decedent executed a valid Testamentary Trust naming NAS PI Claimant as the trustee:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. No one else has been appointed the trustee or other position with the authority to act on behalf of the Decedent and his or her estate.
 - c. The copy of the Testamentary Trust provided by me is the currently valid Testamentary Trust of the Decedent.
 - d. I will notify the NAS PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- E. If the Decedent did not execute a valid testamentary document:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.

b. There is no known Last Will and Testament of the Decedent and no application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator.

c. I will notify the NAS PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.

F. No application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator of the Decedent's estate.

G. I am not aware of any objections to my appointment and service as the NAS PI Claimant on behalf of the Decedent and his or her estate, heirs, and beneficiaries.

H. No person notified under Section IV objects to my serving as the NAS PI Claimant and taking such steps as required by the NAS PI TDP to resolve all claims related to the Decedent's prescription and/or use of opioids. The persons named in Section IV are all of the persons who may have a legal right to share in any payment issued in respect of the injuries of the Decedent.

V. NAS PI Claimant Certification – Sworn Declaration (Continued)

I. I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of any payment from the PI Trust to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.

J. In accordance with item I. above, I understand that I am responsible for locating and paying all heirs their proportionate share of any distribution based on the applicable Will, Trust or Intestate Statute.

K. I will indemnify, defend and hold harmless the NAS PI Trust, its agents and representatives, and any law firm(s) representing me from any and all claims, demands, or expenses of any kind arising out of distributions from the NAS PI Trust.

L. I understand that, by signing this Sworn Declaration, the sole remedy for any beneficiary that contests the allocation of the distribution from this case is to pursue me directly.

The information I have provided in this Declaration is true and correct. I understand that the NAS PI Trust, the Bankruptcy Court for the Southern District of New York and any law firm(s) representing me will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

I, the undersigned, declare the above as true and correct under penalty of perjury:

Signature:

Date:

Exhibit 2-G

Hospital Trust Agreement

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**ENDO HOSPITAL OPIOID TRUST
AGREEMENT DATED AS OF
____, 2024**

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HOSPITAL TRUST AGREEMENT

This Endo International plc Hospital Trust Agreement (this “**Trust Agreement**”), dated as of February ____, 2024 and effective as of the Effective Date¹, is entered into pursuant to the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors*, dated [_____] [D.I. _____] (as such may be amended, modified, or supplemented, the “**Plan**”), filed by the Debtors², by Wilmington Trust, National Association, as Delaware trustee (the “**Delaware Trustee**”); Thomas L. Hogan as the Trustee; and the sole member of the Endo Hospital Trust Advisory Committee identified on the signature pages hereof (the “**Hospital TAC**” and, together with the Delaware Trustee and the Trustee, the “**Parties**”); and

WHEREAS, on [● ●], 2024, the Bankruptcy Court entered the [*Order Confirming the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and Its Affiliated Debtors*] [D.I. [●]] confirming the Plan (the “**Confirmation Order**”);

WHEREAS, the Confirmation Order provides, *inter alia*, for the creation of the Hospital Trust (the “**Hospital Trust**”);

WHEREAS, pursuant to the Plan and the Confirmation Order, this Hospital Trust shall be established to (i) assume all of the Debtors’ liability for the Hospital Opioid Claims, (ii) hold and collect the proceeds of Hospital Trust Share in accordance with this Trust Agreement and the Hospital TDP (collectively, with the PPOC Trust Documents, the “**Hospital Trust Documents**”) and the Governing Order and Filings, (iii) administer Hospital Opioid Claims, (iv) make Hospital

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Confirmation Order, the March 2023 Stipulation, the PPOC Trust Documents, the Cash Collateral Order or the Hospital TDP, as applicable.

² The Chapter 11 Cases of the Debtors and Debtors in Possession are jointly administered under Case No. 22022549-jlg in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

Abatement Distributions to Hospital Authorized Recipients for Hospital Authorized Abatement Purposes³, in each case in accordance with the Hospital trust distribution procedures (the “**Hospital TDP**”), attached hereto as Exhibit 2 and (v) carry out such other matters as are set forth in the Hospital Trust Documents and the Governing Order and Filings;

WHEREAS, the Plan and the Confirmation Order provides that on the Effective Date, any and all liability of the Debtors for any and all Hospital Opioid Claims shall automatically, and without further act, deed or court order, be channeled to and assumed by the Hospital Trust;

WHEREAS, pursuant to the Plan and the Confirmation Order, the Hospital Trust shall, among other things, (i) hold, manage and invest the proceeds of the PPOC Trust Consideration, including without limitation all funds and Hospital Trust Assets (as defined herein) received by the Hospital Trust from the PPOC Trust for the benefit of the beneficiaries of the Hospital Trust; (ii) hold and maintain the Hospital Trust Operating Reserve, as defined herein; and (iii) administer, process, resolve and liquidate all Hospital Opioid Claims in accordance with the Hospital TDP and the Governing Order and Filings;

WHEREAS, it is the intent of the PPOC Trust, the Trustee and the Hospital TAC that the Hospital Trust will evaluate the Hospital Opioid Claims and be in a financial position to make Hospital Abatement Distributions to eligible Hospital Authorized Recipients in accordance with the terms of the Hospital Trust Documents;

WHEREAS, all rights of the holders of Hospital Opioid Claims arising under this Trust Agreement and the Hospital TDP shall vest upon the Effective Date, in accordance with the Plan, the Confirmation Order, and the Hospital Trust Documents;

³ As that term is defined in Section 7 of the Hospital TDP.

WHEREAS, pursuant to the Plan and the Confirmation Order, the Hospital Trust is intended to qualify as a “qualified settlement fund” (a “**QSF**”) within the meaning of section 1.468B-1, et seq. of the Treasury Regulations promulgated under section 468B of the Tax Code (the “**QSF Regulations**”) and be treated consistently for state and local tax purposes to the extent applicable;

WHEREAS, the capitalized terms used in this Trust Agreement and the Hospital TDP shall have the meanings ascribed to them in the glossary attached as Exhibit A.

NOW, THEREFORE, it is hereby agreed as follows:

SECTION I

AGREEMENT OF TRUST

1.1 Creation and Name. The Parties hereto hereby create a trust known as the “Endo International plc Opioid Hospital Trust,” which is the Hospital Trust provided for and referred to in the Plan and the Confirmation Order. The Trust was established by the filing of a Certificate of Trust (attached hereto as Exhibit _____) with the Delaware Secretary of State on [•], 2024. The trustee of the Hospital Trust (the “**Hospital Trustee**” or “**Trustee**”) may transact the business and affairs of the Hospital Trust in the name of the Hospital Trust and references herein to the Hospital Trust shall include the Trustee acting on behalf of the Hospital Trust. It is the intention of the Debtors and the Parties that the Hospital Trust constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.* (the “**DST Act**”) and that this Trust Agreement, together with the Governing Order and Filings, shall constitute the governing instrument of the Hospital Trust.

1.2 Purpose.

(a) The purpose of the Hospital Trust is to expressly assume sole and exclusive responsibility and liability for the Hospital Opioid Claims channeled to the Hospital Trust in accordance with the Governing Order and Filings, as well as to, among other things:

- (i) hold and collect the proceeds of the Hospital Trust Share pursuant to the Hospital Trust Documents with respect to any Hospital Opioid Claims;
- (ii) administer, process, resolve, and liquidate the Hospital Opioid Claims as provided in the Hospital Trust Documents by making Hospital Abatement Distributions to eligible Hospital Authorized Recipients;
- (iii) hold, manage and invest all funds and Hospital Trust Assets (as defined herein) received by the Hospital Trust from the PPOC Trust, in each case, for the benefit of the beneficiaries of the Hospital Trust;
- (iv) qualify at all times as a QSF within the meaning of the QSF Regulations and be treated consistently for state and local tax purposes to the extent applicable;
- (v) pay qualifying attorney's fees; and
- (vi) otherwise comply in all respects with the Hospital Trust Documents.

(b) The Hospital Trust is to use the Hospital Trust's Assets and income to:

- (i) make Hospital Abatement Distributions to the holders of Allowed Hospital Opioid Claims in accordance with the Hospital Trust Documents in such a way that such holders are treated fairly, equitably and reasonably in light of the assets available to resolve such claims;

- (ii) hold and maintain reserves to pay the fees and expenses incurred with respect to administering the Hospital Trust (including the Hospital TDP) and managing the Hospital Trust Assets (together, the “**Hospital Trust Operating Expenses**”) of the Hospital Trust (such reserves, the “**Hospital Trust Operating Reserve**”), which shall be (a) funded with Cash and Cash equivalents held by the Hospital Trust in accordance with the Hospital Trust Documents and (b) held by the Hospital Trust in a segregated account and administered by the Trustee;
- (iii) pay the Hospital Trust Operating Expenses from the Hospital Trust Operating Reserve;
- (iv) replenish periodically, until the dissolution of the Hospital Trust, the Hospital Trust Operating Reserve from Cash held or received by the Hospital Trust to the extent deemed necessary by the Trustee to satisfy and pay estimated future Hospital Trust Operating Expenses in accordance with the Hospital Trust Documents; and
- (v) pay all fees and expenses incurred with respect to, among other things, making Hospital Abatement Distributions to Hospital Authorized Recipients, including attorneys’ fees and costs (together with the Hospital Trust Operating Expenses, the “**Trust Expenses**”).

1.3 Transfer of Assets. Pursuant to the Governing Order and Filings, the Hospital Trust will have received the proceeds of the PPOC Trust Consideration constituting the PPOC Hospital Claim (as defined in the Master PPOC TDP) (the “**Hospital Trust Assets**”) to fund the Hospital Trust. In all events, the Hospital Trust Assets or any other assets to be transferred to the Hospital

Trust from the PPOC Trust under the Governing Order and Filings will be transferred to the Hospital Trust free and clear of all Claims, Liens or other recourse or encumbrances, and shall not be subject to attachment, disgorgement or recoupment by any Person.

1.4 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the Hospital Trust, the Hospital Trust hereby expressly accepts the transfer to the Hospital Trust of the Hospital Trust Assets and any other transfers contemplated by the Governing Order and Filings and the PPOC Trust, as applicable, in the time and manner as, and subject to the terms, contemplated in the Governing Order and Filings, the PPOC Trust Agreement and/or the Hospital Trust Documents.

(b) In furtherance of the purposes of the Hospital Trust, the Hospital Trust expressly assumes all of the Debtors' liabilities and responsibility for all Hospital Opioid Claims subject to the Hospital Trust Documents. Except as otherwise provided in the Governing Order and Filings, none of the Debtors, Post-Emergence Entities, nor any other Non-GUC Released Parties shall have any further financial or other responsibility or liability therefor. Except as otherwise provided in the Hospital Trust Documents, the Hospital Trust shall have all defenses, cross-claims, offsets, and recoupments regarding the Hospital Opioid Claims, as well as rights of indemnification, contribution, subrogation and similar rights, regarding the claims that the Debtors or the Post-Emergence Entities, as applicable, have or would have had under applicable law, but solely to the extent consistent with the Plan, the Confirmation Order, and the Hospital Trust Documents; provided that no such cross-claims, defenses, offsets, recoupments, or other rights may be asserted against any of the Debtors or any other Released Party.

(c) Notwithstanding anything to the contrary herein, no provision in this Trust Agreement or the Hospital TDP shall be construed or implemented in a manner that would cause the Hospital Trust to fail to qualify as a QSF within the meaning of the QSF Regulations.

(d) In this Trust Agreement and the Hospital TDP, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

(e) To the extent required by the DST Act, the beneficial owners (within the meaning of the DST Act) of the Hospital Trust (the “**Beneficial Owners**”) shall be deemed to be the holders of Hospital Opioid Claims; provided that (i) the holders of Hospital Opioid Claims, as such Beneficial Owners, shall have only such rights with respect to the Hospital Trust and its assets as are set forth in the Hospital TDP, and (ii) no greater or other rights, including upon dissolution, liquidation or winding up of the Hospital Trust, shall be deemed to apply to the holders of Hospital Opioid Claims in their capacity as Beneficial Owners. To the extent they have granted (or deemed granted in accordance with the Plan) the Non-GUC Releases, the Beneficial Owners are enjoined from asserting against any Debtor, Post-Emergence Entity or other Non-GUC Released Party any Hospital Opioid Claim, and may not proceed in any manner against any Debtor, Post-Emergence Entity, or other Non-GUC Released Party on account of any Hospital Opioid Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Hospital Opioid Claims exclusively against the Hospital Trust, solely as and to the extent provided in the Governing Order and Filings and Hospital TDP.

(f) The Beneficial Owners shall be subject to the terms of this Trust Agreement, including without limitation, the terms of the Hospital TDP.

1.5 Channeling. Nothing in this Trust Agreement shall be construed in any way to limit or expand the scope, enforceability or effectiveness of (a) the channeling of Hospital Opioid Claims pursuant to the Channeling Injunction or the Releases granted, or deemed to have been granted, by holders of Hospital Opioid Claims pursuant to the Plan or (b) the Hospital Trust's assumption of all of the Debtors' liability for Hospital Opioid Claims.

SECTION II

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Trustee is, and shall act as, a fiduciary to the Hospital Trust in accordance with the provisions of the Hospital Trust Documents. The Trustee shall, at all times, administer the Hospital Trust and the Hospital Trust Assets in accordance with the purposes set forth in Section 1.2 herein. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the Hospital Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2 and any trust power now or hereafter permitted under the laws of the State of Delaware. The Trustee shall use commercially reasonable efforts to ensure that the costs of administering the Hospital Trust are reasonable in all respects, but the Trustee shall not be bound by any annual or cumulative "caps" on such expenditures.

(b) Except as required by applicable law or otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section (a) above, and except as limited herein or by the Plan or the Confirmation Order, the Trustee shall have the power to:

- (i) receive and hold the Hospital Trust Assets and exercise all rights with respect thereto, including the right to vote, hold and sell any securities that are included in the Hospital Trust Assets or that may come into possession or ownership of the Hospital Trust;
- (ii) invest the monies held from time to time by the Hospital Trust, and/or contract with any other qualified institution, to hold and invest the Hospital Trust's funds;
- (iii) enter into leasing and financing agreements with third parties, to the extent such agreements are reasonably necessary, to permit the Hospital Trust to operate;
- (iv) pay liabilities and expenses of the Hospital Trust, including any indemnification obligations of the Hospital Trust;
- (v) establish such funds, reserves and accounts within the Hospital Trust estate as required by the Plan or the Confirmation Order or this Trust Agreement or as the Trustee deems useful in carrying out the purposes of the Hospital Trust, subject to the limitations set forth in Section 3.1(a) below;
- (vi) initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Hospital Trust Assets, liability or responsibility of the Hospital Trust; provided that such legal actions and other proceedings shall be limited solely to those required for purposes of reconciling, administering or defending against the Hospital Opioid Claims channeled

- to the Hospital Trust and for enforcing the rights of the Hospital Trust provided for under the Plan, the Confirmation Order and Hospital TDP;
- (vii) establish, supervise and administer the Hospital Trust in accordance with the Governing Order and Filings, this Trust Agreement and the Hospital TDP and the terms thereof;
 - (viii) appoint such officers, hire such employees and engage such legal, financial, accounting, investment, auditing, forecasting and other consultants, advisors and agents as the business of the Hospital Trust requires and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in its discretion, deems advisable or necessary in order to carry out the terms of the Hospital Trust, including without limitation Legier and any third-party claims or noticing agent deemed necessary or convenient by the Trustee;
 - (ix) pay reasonable compensation to those employees, legal, financial, accounting, investment, auditing, forecasting and other consultants, advisors, and agents employed by the Trustee after the Effective Date (including those engaged by the Hospital Trust in connection with its ADR, (as defined herein) activities);
 - (x) as provided herein, (a) compensate the Trustee, the Delaware Trustee, Legier and the Hospital TAC, and the employees, legal, financial, accounting, investment, auditing, forecasting and other consultants, advisors and agents of each of them, and (b) reimburse the Trustee, the Delaware Trustee, Legier and the Hospital TAC for all reasonable out-of-

pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

- (xi) Pay the attorneys' fees and costs of the Ad Hoc Group of Hospitals from the Distributions received by the Hospital Trust in respect of the PPOC Trust Consideration and the individual holders of Allowed Hospital Opioid Claims. Such fees shall be paid at the rate of 20% of each distribution received by the Hospital Trust from the PPOC Trust. Costs shall be submitted to the Trustee separately and paid separately, over and above such 20%. Any other or additional treatment of fees and costs shall be upon terms reasonably acceptable to the Ad Hoc Group of Hospitals on the one hand and the Trustee on the other;
- (xii) execute and deliver such instruments as the Trustee deems proper in administering the Hospital Trust;
- (xiii) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the Hospital Trust; provided that such arrangements do not conflict with any other provision of this Trust Agreement;
- (xiv) in accordance with Section 4.6 herein, defend, indemnify and hold harmless (and purchase insurance indemnifying) (a) the Trustee, (b) the Delaware Trustee, (c) the Hospital TAC, (d) Legier and (e) the officers, employees, consultants (including Legier), advisors and agents of each of the Hospital Trust, the Trustee, the Delaware Trustee and the Hospital TAC, (each of those in (e) herein, the "**Additional Indemnitees**"), to the maximum extent

that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.6 herein;

(xv) consult with the Hospital TAC at such times and with respect to such issues relating to the purpose, conduct, and affairs of the Hospital Trust as the Trustee considers desirable;

(xvi) make, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve in the name of the Hospital Trust, any claim, right, action, or cause of action included in the Hospital Trust Assets or which may otherwise hereafter accrue in favor of the Hospital Trust, including, but not limited to, insurance recoveries, before any court of competent jurisdiction; and

(xvii) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan and the Confirmation Order.

(d) The Trustee shall not have the power to guarantee any debt of other persons.

(e) The Trustee agrees to take the actions of the Hospital Trust required hereunder.

(f) The Trustee shall give the Hospital TAC prompt notice of any act performed or taken pursuant to Sections (c)(i) or (c)(vi) herein, and any act proposed to be performed or taken pursuant to Section 2.2(f) herein.

2.2 General Administration.

(a) The Trustee shall act in accordance with the Hospital Trust Documents. In the event of a conflict between the terms or provisions of (i) the Plan, (ii) the Confirmation Order and (iii) the Hospital Trust Documents, the terms or provisions of the Confirmation Order shall control over the Plan and the Hospital Trust Documents and the terms of the Plan shall control over the Hospital Trust Documents. In the event of a conflict between the terms or provisions of this Trust Agreement and the Hospital TDP, the terms or provisions of the Hospital TDP shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Governing Order and Filings, regardless of whether any provision herein explicitly references the Governing Order and Filings.

(b) The Trustee shall be the “administrator” of the Hospital Trust within the meaning of section 1.468B-2(k)(3) of the Treasury Regulations and shall (i) timely file such income tax and other returns and statements required to be filed and shall timely pay, out of the Hospital Trust Operating Reserve, all taxes required to be paid by the Hospital Trust, (ii) comply with all applicable reporting and withholding obligations, including any reports determined to be necessary by the Trustee under the Corporate Transparency Act, H.R. 2513, 116th Cong. (2019), (iii) satisfy all requirements necessary to qualify and maintain qualification of the Hospital Trust as a QSF within the meaning of the QSF Regulations and (iv) take no action that could cause the Hospital Trust to fail to qualify as a QSF within the meaning of the QSF Regulations. Even if permitted by the QSF Regulations, no election shall be filed by or on behalf of the Hospital Trust for the Hospital Trust to be treated as a grantor trust for federal income tax purposes.

(c) The Trustee shall be responsible for all of the Hospital Trust’s tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Trustee may

request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Hospital Trust for all taxable periods through the dissolution of the Hospital Trust. The Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the Hospital Trust that is required by any governmental unit and be responsible for payment, out of the Hospital Trust Assets, of any taxes imposed on the Hospital Trust or its assets.

(d) The Trustee may withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or Hospital Abatement Distribution to the holders of Allowed Hospital Opioid Claims. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such holders of Allowed Hospital Opioid Claims for all purposes of this Trust Agreement. The Trustee shall be authorized to collect such tax information from the holders of Allowed Hospital Opioid Claims (including tax identification numbers) as in its sole discretion the Trustee deems necessary to effectuate the Hospital Trust Documents. In order to receive Hospital Abatement Distributions, all holders of Allowed Hospital Opioid Claims shall be required to provide tax information to the Trustee to the extent the Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Trustee for these purposes. The Trustee may refuse to make a Hospital Abatement Distribution to a holder of an Allowed Hospital Opioid Claim that fails to furnish such information in a timely fashion, and until such information is delivered may treat such holder's Allowed Hospital Opioid Claims as disputed; provided, however, that, upon the delivery of such information by an otherwise eligible holder of an Allowed Hospital Opioid Claim, the Trustee shall make such Hospital Abatement Distribution to which such holder is entitled, without additional interest occasioned by such holder's

delay in providing tax information. Notwithstanding the foregoing, if a holder of an Allowed Hospital Opioid Claim fails to furnish any tax information reasonably requested by the Trustee before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such Hospital Abatement Distribution shall irrevocably revert to the Hospital Trust, and any Hospital Opioid Claim with respect to such Hospital Abatement Distribution shall be discharged and forever barred from assertion against the Debtors, the Post-Emergence Entities, the Hospital Trustee, the Hospital Trust or its property. Notwithstanding anything in this Section 2.2(d), regardless of the discharge of any Hospital Opioid Claim, the efficacy, enforceability, scope and terms of the Non-GUC Releases granted or deemed to have been granted by the applicable Hospital Opioid Claimant pursuant to the Plan shall be unaffected and shall remain in full force and effect.

(e) The Hospital Trust may (i) monitor the use of funds received by eligible Hospital Authorized Recipients of Hospital Abatement Distributions in accordance with the Hospital Authorized Abatement Purposes, and (ii) prepare and deliver for publication annual reports (each, an “**Annual Report**”) describing the disbursement of Hospital Abatement Distributions from the Hospital Trust and the compliance by eligible Hospital Authorized Recipients with the Hospital Authorized Abatement Purposes set forth in the applicable Hospital Trust Documents, in each case, to the extent deemed necessary and appropriate by the Trustee.

(f) If the Trustee deems it necessary and appropriate, s/he shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year. The Trustee shall provide a copy of any such budget and cash flow projections to the Hospital TAC.

(g) The Trustee shall consult with the Hospital TAC on (i) the general implementation and administration of the Hospital Trust; (ii) the general implementation and administration of the

Hospital TDP; and (iii) such other matters as may be required under this Trust Agreement or the Hospital TDP.

(h) The Trustee shall be required to obtain the consent of the Hospital TAC pursuant to the consent process set forth in Section 6.1(b) herein, in addition to any other instances elsewhere enumerated, in order:

- (i) to determine, establish or change any aspect of the Hospital TDP (provided, that, no determination, establishment, or change to any aspect of the Hospital TDP may be inconsistent with the terms of the Plan or the Confirmation Order);
- (ii) to terminate the Hospital Trust pursuant to Section 6.3 herein;
- (iii) to change the compensation of the members of the Hospital TAC, the Delaware Trustee or the Trustee, other than to reflect cost-of-living increases or to reflect changes approved by the Bankruptcy Court as otherwise provided herein; provided that any change to the compensation of the Delaware Trustee shall also require the consent of the Delaware Trustee;
- (iv) to take actions to minimize any tax on the Hospital Trust Assets; provided that no such action may be taken if it prevents the Hospital Trust from qualifying as a QSF within the meaning of the QSF Regulations; and provided further that, even if permitted by the Treasury Regulations governing QSF, no election shall be filed by or on behalf of the Hospital Trust for the Hospital Trust to be treated as a grantor trust for federal income tax purposes;

- (v) to amend any provision of this Trust Agreement or the Hospital TDP in accordance with the terms thereof; provided that no such amendment shall (1) be in contravention of the Plan or the Confirmation Order or (2) cause the Hospital Trust to fail to qualify as a QSF within the meaning of the QSF Regulations;
- (vi) to acquire an interest in, or to merge any claims resolution organization formed by the Hospital Trust with, another claims resolution organization that is not specifically created by the Hospital Trust Documents, or to contract with another claims resolution organization or other entity that is not specifically identified by the Hospital Trust Documents, or permit any other party to join in any claims resolution organization that is formed by the Hospital Trust pursuant to this Trust Agreement or the Hospital TDP; provided that such acquisition, merger, contract or joinder shall not (a) subject the Debtors, the Post-Emergence Entities, any successors in interest thereto, or the Released Parties to any risk of having any Hospital Opioid Claim asserted against it or them, (b) otherwise jeopardize the validity or enforceability of any injunction or release issued, granted, or deemed to have been granted in connection with the Plan, (c) permit the surviving organization to make decisions about the allowability and value of claims that are not in accordance with the Hospital TDP, (d) affect the efficacy, enforceability, scope or terms of the Non-GUC Releases granted or deemed to have been granted by holders of Hospital Opioid Claims pursuant to the Plan or (e) cause the Hospital Trust to fail to qualify as a QSF within the

- meaning of the QSF Regulations; provided further that the terms of such merger will require the surviving organization to make decisions about the evaluation of Hospital Opioid Claims in accordance with the Hospital TDP;
- (vii) sell, transfer or exchange any or all of the Hospital Trust Assets at such prices and upon such terms as the Trustee may consider proper, consistent with the other terms of this Trust Agreement; or
 - (viii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Hospital Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4 herein.

(i) The Trustee shall meet with the Hospital TAC as often as necessary and in any event no less often than annually. The Trustee shall meet in the interim with the Hospital TAC when so requested by either. Meetings may be held in person, by telephone conference call or by a combination of the two.

(j) The Trustee, upon notice from the Hospital TAC, if practicable in view of pending business, shall at its next meeting with the Hospital TAC consider issues submitted by the Hospital TAC for consideration by the Hospital Trust. The Trustee shall keep the Hospital TAC reasonably informed regarding all aspects of the administration of the Hospital Trust.

2.3 Claims Administration. The Trustee shall implement the Hospital TDP promptly.

SECTION III

ACCOUNTS, INVESTMENTS AND PAYMENTS

3.1 Accounts.

(a) The Trustee may, from time to time, create such accounts and reserves within the Hospital Trust estate as he or she deems necessary, prudent or useful in order to provide for the payment of expenses and making Hospital Abatement Distributions to eligible Hospital Authorized Recipients and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Hospital Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” within the meaning of the Tax Code, a “disputed ownership fund” within the meaning of the Treasury Regulations promulgated under the Tax Code, or otherwise.

(b) The Trustee shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section 3.1 and, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account in the reports to be provided to any third parties, pursuant to Section 2.2 above.

3.2 Investments. Though not anticipated, any investment of monies held in the Hospital Trust shall be administered by the Trustee in a manner consistent with the standards set forth in the Uniform Prudent Investor Act.

3.3 Source of Payments.

(a) All Hospital Trust expenses, payments, distributions and all liabilities with respect to Hospital Opioid Claims shall be payable and made solely by the Hospital Trustee out of the Hospital Trust Assets. The Delaware Trustee shall not be liable for the payment of any Hospital Trust Expense or any other liability of the Hospital Trust. None of the Trustee, the Hospital TAC,

nor any of their respective officers, employees, consultants, advisors and agents, nor the Debtors, nor any other Released Party, shall be liable for the payment of any Hospital Trust Expense or any other liability of the Hospital Trust, except to the extent explicitly provided for in (i) the Plan or the Confirmation Order or (ii) solely with respect to the Trustee, the Hospital TAC and any of their officers, employees, consultants, advisors and agents.

(b) The Trustee shall include in any Annual Report a reasonably detailed description of any payments made in accordance with this Section 3.3.

(c) The Trustee, with the consent of the Hospital TAC, shall establish and implement billing guidelines applicable to the Trustee and the Hospital TAC, as well as their respective professionals who seek compensation from the Hospital Trust.

SECTION IV.

TRUSTEE; DELAWARE TRUSTEE

4.1 Number. In addition to the Delaware Trustee appointed pursuant to Section 4.11, there shall be one (1) Trustee, the Honorable Thomas L. Hogan (ret.).

4.2 Term of Service.

(a) The Trustee shall serve an initial term of service of three (3) years. Thereafter each term of service shall be one (1) year. The Trustee shall serve from the Effective Date until the earliest of (i) the end of his or her term, (ii) his or her death, (iii) his or her resignation pursuant to Section (b) herein, (iv) his or her removal pursuant to Section (c) herein or (v) the termination of the Hospital Trust pursuant to Section 6.3 herein.

(b) The Trustee may resign at any time by written notice to the Hospital TAC and the trustee of the PPOC Trust. Such notice shall specify a date on which such resignation shall take

effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the Bankruptcy Court on the motion of the Hospital TAC, in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section 2.2 herein, a consistent pattern of neglect and failure to perform or participate in performing the duties of a Trustee hereunder or repeated nonattendance at scheduled meetings. Such removal shall take effect at such time as the Bankruptcy Court shall determine.

4.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, removal or because the Trustee is otherwise unable to perform his or her functions as Trustee, the vacancy shall be filled by the unanimous vote of the Hospital TAC. In the event that the Hospital TAC cannot appoint a successor Trustee, for any reason, the Bankruptcy Court shall select the successor Trustee.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers, and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the Successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) the expiration of his or her term, (ii) his or her death, (iii) his or her resignation pursuant to Section 4.2(b) herein, (iv) his

or her removal pursuant to Section 4.2(c) herein or (v) the termination of the Hospital Trust pursuant to Section 6.3 herein.

(d) Nothing in this Trust Agreement shall prevent the reappointment of an individual serving as Trustee for one or more additional terms.

4.4 Liability of Trustee and Others. To the maximum extent permitted by the DST Act, the Trustee, the Delaware Trustee, the members of the Hospital TAC, Legier and each of their officers, employees, consultants, advisors and agents shall not have or incur any liability for actions taken or omitted in such capacities, or on behalf of the Hospital Trust, except those acts found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in such capacities, or on behalf of the Hospital Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Governing Order and Filings, or the Hospital Trust Documents (other than taxes in the nature of income taxes imposed on compensation paid to such persons). Except to the extent otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall have any liability or responsibility for any indemnification or reimbursement obligations under any of the Hospital Trust Documents.

4.5 Compensation and Expenses of Trustee.

(a) The Trustee shall receive a retainer from the Hospital Trust for his or her service as a Trustee in the amount of \$_____ per annum, paid annually. The initial retainer shall be paid to the Trustee immediately after the Trust receives the proceeds of the PPOC Trust Consideration, and then every year following on the anniversary of such initial payment. Hourly time, as described herein, shall first be billed and applied to the annual retainer. Hourly time in excess of the annual

retainer shall be paid by the Hospital Trust. For all time expended as a Trustee, including attending meetings, preparing for such meetings and working on authorized special projects, the Trustee shall receive the sum of \$525 per hour. For all non-working travel time in connection with Hospital Trust business, the Trustee shall receive the sum of \$275 per hour. All time shall be computed on a decimal (1/10th) hour basis. The Trustee shall record all hourly time to be charged to the Hospital Trust on a daily basis. The hourly compensation payable to the Trustee hereunder shall be reviewed every year and, after consultation with the members of the Hospital TAC, appropriately adjusted for changes in the cost of living.

(b) The Hospital Trust will promptly reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of their duties hereunder, which costs and expenses shall be paid as Trust Operating Expenses.

(c) The Hospital Trust shall include in any Annual Report a description of the amounts paid under this Section 4.5.

4.6 Indemnification of Trustee and Others.

(a) To the maximum extent permitted by the DST Act, the Hospital Trust shall indemnify and reimburse the Trustee, members of the Hospital TAC, Legier, the Delaware Trustee and the Additional Indemnitees for reasonable fees and expenses in defending any and all of their actions or inactions in such capacities, or on behalf of the Hospital Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Governing Order and Filings or the Hospital Trust Documents (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the Trustee,

the members of the Hospital TAC, Legier, the Delaware Trustee and each of their officers, consultants, advisors and agents shall be satisfied from the Hospital Trust. Except to the extent otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall have any liability or responsibility for any indemnification or reimbursement obligations under any of the Hospital Trust Documents.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, members of the Hospital TAC, the Delaware Trustee or an Additional Indemnitee in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the Hospital Trust pursuant to clause (a) herein, shall be paid by the Hospital Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the member of the Hospital TAC, the Delaware Trustee or the Additional Indemnitee (as applicable), to repay such amount in the event that it shall be determined ultimately by Final Order that the Trustee, the member of the Hospital TAC, the Delaware Trustee or the Additional Indemnitee (as applicable) is not entitled to be indemnified by the Hospital Trust.

(c) The Hospital Trust may purchase and maintain reasonable amounts and types of insurance on behalf of each individual who is or was a Trustee, a member of the Hospital TAC, the Delaware Trustee or an Additional Indemnitee, including against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, TAC member, Delaware Trustee or Additional Indemnitee and name each as additional insureds under all insurance policies designed for the purpose of this Section 4.6 indemnity and defense, in amounts that are mutually agreeable.

4.7 Lien. The Trustee, the Delaware Trustee, the members of the Hospital TAC and the Additional Indemniteses shall have a first priority lien upon the Hospital Trust Assets to secure the payment of any amounts payable to them pursuant to Section 4.6 herein or any undisputed compensation.

4.8 Trustee's Employment of Experts. The Trustee shall retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, financial and investment advisors and such other parties deemed by the Trustee to be qualified as experts on the matters submitted to them, including without limitation Legier and the Delaware Trustee (the "**Trust Professionals**"), regardless of whether any such party is affiliated with the Hospital Trust or the Trustee in any manner (except as otherwise expressly provided in this Trust Agreement), the cost of which shall be paid as a Hospital Trust Expense. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of 12 Del. C. § 3806(e), the written opinion of or information provided by any such party deemed by the Trustee to be an expert on the particular matter submitted to such party shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any such party.

4.9 Trustee Independence. The Trustee shall not, during the term of its service, hold a financial interest in, act as attorney or agent for or serve as an officer or as any other professional for the Debtors, Purchaser Parent, or any other Post-Emergence Entity. The Trustee shall not act as an attorney, agent or other professional for any holder of a Hospital Opioid Claim. For the avoidance of doubt, this Section 4.9 shall not be applicable to the Delaware Trustee.

4.10 No Bond. Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.11 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the DST Act. The Delaware Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware in accordance with section 3807 of the DST Act, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. The initial Delaware Trustee shall be Wilmington Trust, National Association. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 4.11, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.11(c) herein. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Hospital Trust for the sole and limited purpose of fulfilling the requirements of section 3807 of the DST Act and for taking such actions as are required to be taken by a Delaware Trustee under the DST Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the Hospital Trust in the State of Delaware, and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under section 3811 of the DST Act (acting solely at the written direction of the Trustee) and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity,

the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Hospital Trust, the other Parties hereto or any beneficiary of the Hospital Trust, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the Hospital Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns, and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section (d) herein. The Delaware Trustee may

resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.11(d) herein; provided further, that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such 60-day period, the Delaware Trustee, at the expense of the Hospital Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of section 3807 of the DST Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the DST Act, including filing a Certificate of Amendment to the Certificate of Trust of the Hospital Trust in accordance with section 3810 of the DST Act.

(e) The Delaware Trustee shall neither be required nor permitted to attend meetings relating to the Hospital Trust.

(f) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement.

(g) The Hospital Trust will promptly reimburse the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Delaware Trustee in connection with the performance of its duties hereunder.

(h) The Delaware Trustee shall be permitted to retain counsel as required in the exercise of its obligations hereunder, and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

(i) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(j) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers,

employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Hospital Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities as to the validity, sufficiency, value, genuineness, ownership or transferability of any Hospital Trust Asset, written instructions, or any other documents in connection therewith, and will not, be regarded as making nor be required to make, any representations thereto.

(k) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

SECTION V

TRUST ADVISORY COMMITTEE

5.1 Members. The initial TAC shall consist of one (1) member. The sole member of the Hospital TAC shall be Jeffrey James, CPA. The Hospital TAC shall consist of not less than one (1) member, and shall never consist of more than three (3) individuals.

5.2 Duties. A member of the Hospital TAC shall serve in a fiduciary capacity, representing the interests of all holders of Hospital Opioid Claims. The Hospital TAC shall have no fiduciary obligations or duties to any party other than the holders of Hospital Opioid Claims. The Trustee must consult with the Hospital TAC on matters identified in Section 2.2(f) herein and in other provisions herein and must obtain the consent of the Hospital TAC on matters identified in Section 2.2(g) herein. Where provided in the Hospital TDP, certain other actions by the Trustee may also be subject to the consent of the Hospital TAC. Except for the duties and obligations expressed in this Trust Agreement and the documents referenced herein (including the Governing Order and Filings and the Hospital TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Hospital TAC. To the extent that, at law or in equity, the Hospital TAC has duties (including fiduciary duties) and liabilities relating thereto to the Hospital Trust, the other Parties hereto or any beneficiary of the Hospital Trust, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Hospital TAC expressly set forth in this Trust Agreement and the documents referenced herein (including the Hospital TDP, the Plan and the Confirmation Order).

5.3 Term of Office.

(a) The initial member of the Hospital TAC appointed in accordance with Section 5.1 herein shall serve a three (3) year term. Any other persons appointed to the Hospital TAC shall serve an initial term of one (1) year. Thereafter, each term of office for each member shall be one (1) year. Each member of the Hospital TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section (b) herein, (iii) his or her removal pursuant to Section (c) herein, (iv) the end of his or her term as provided herein or (v) the termination of the Hospital Trust pursuant to Section 6.3 herein.

(b) A member of the Hospital TAC may resign at any time by written notice to the other members of the Hospital TAC, if any, and to the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) A member of the Hospital TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated nonattendance at scheduled meetings, or for other good cause. Such removal may be made by the Bankruptcy Court on the motion of the remaining members of the Hospital TAC, or the Hospital Trustee.

5.4 Appointment of Successors.

(a) If, prior to the termination of service of a member of the Hospital TAC other than as a result of removal, he or she has designated in writing an individual to succeed him or her as a member of the Hospital TAC, such individual shall be his or her successor. If such member of the Hospital TAC did not designate an individual to succeed him or her prior to the termination of his or her service as contemplated above, such member's employer or firm may designate his or her successor. If (i) a member of the Hospital TAC did not designate an individual to succeed him or her prior to the termination of his or her service and such member's employer or firm does not designate his or her successor as contemplated herein or (ii) he or she is removed pursuant to Section 5.3(c) herein, his or her successor shall be appointed by the Trustee with the agreement of any TAC members at the time of appointment, or, if such members cannot agree on a successor, the Trustee with approval of the Bankruptcy Court. Nothing in this Trust Agreement shall prevent

the reappointment of an individual serving as a member of the Hospital TAC for an additional term, and there shall be no limit on the number of terms that a TAC member may serve.

(b) Each successor TAC member shall serve until the earlier of (i) the end of the full term for which he or she was appointed, (ii) the end of the term of the member of the Hospital TAC whom he or she replaced if his or her predecessor member did not complete such term, (iii) his or her death, (iv) his or her resignation pursuant to Section 5.3(b) herein, (v) his or her removal pursuant to Section 5.3(c) herein or (vi) the termination of the Hospital Trust pursuant to Section 6.3 herein. No successor TAC member shall be liable personally for any act or omission of his or her predecessor TAC member. No successor TAC member shall have any duty to investigate the acts or omissions of his or her predecessor TAC member. No TAC member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

5.5 TAC's Employment of Professionals.

(a) The Hospital TAC may, but is not required to, retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, financial and investment advisors and such other parties deemed by the Hospital TAC to be qualified as experts on the matters submitted to them (the "**TAC Professionals**"). The Hospital TAC and the TAC Professionals shall at all times have complete access to the Hospital Trust's officers, employees and agents, as well as to the Trust Professionals, and shall also have complete access to all non-privileged information generated by them or otherwise available to the Hospital Trust or the Trustee. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act, the written opinion of or information provided by any TAC Professional or Trust Professional deemed by the Hospital TAC to be an expert on the particular

matter submitted to such party shall be full and complete authorization and protection in respect of any action taken or not taken by the Hospital TAC in good faith and in accordance with the written opinion of or information provided by the TAC Professional or Trust Professional.

(b) The Hospital Trust shall promptly reimburse, or pay directly if so instructed, the Hospital TAC for all reasonable fees and costs associated with the Hospital TAC's employment of legal counsel and forecasters (including estimation consultants and experts) pursuant to this provision in connection with the Hospital TAC's performance of its duties hereunder. The Hospital Trust shall also promptly reimburse, or pay directly if so instructed, the Hospital TAC for all reasonable fees and costs associated with the Hospital TAC's employment of any other TAC Professional pursuant to this provision in connection with the Hospital TAC's performance of its duties hereunder; provided, however, that (i) the Hospital TAC has first submitted to the Hospital Trust a written request for such reimbursement setting forth (a) the reasons why the Hospital TAC desires to employ such TAC Professional, and (b) the basis upon which the Hospital TAC seeks advice independent of the Trust Professionals to meet the need of the Hospital TAC for such expertise or advice, and (ii) the Hospital Trust has approved the Hospital TAC's request for reimbursement in writing, which approval must not be unreasonably withheld, delayed or denied. If the Hospital Trust agrees to pay for the TAC Professional, such reimbursement shall be treated as a Hospital Trust Expense. If the Hospital Trust declines to pay for the TAC Professional, it must set forth its reasons in writing. If the Hospital TAC still desires to employ the TAC Professional at the Hospital Trust's expense, the Hospital TAC and/or the Trustee shall resolve their dispute pursuant to Section 6.13 herein.

(c) In the event that the TAC retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the Hospital TAC and

irrespective of whether the Hospital Trust pays such counsel's fees and related expenses, any communications between the Hospital TAC and such counsel shall be deemed to be within the attorney-client privilege and protected by section 3333 of Title 12 of the Delaware Code, regardless of whether such communications are related to any claim that has been or might be asserted by or against the Hospital TAC and regardless of whether the Hospital Trust pays such counsel's fees and related expenses.

5.6 Compensation and Expenses of the Hospital TAC. The member(s) of the Hospital TAC shall receive compensation from the Hospital Trust for services on the Hospital TAC at the same hourly rate as the Trustee (but with no annual retainer), set forth in Section 4.5 herein. Additionally, the Hospital Trust will promptly reimburse the member(s) of the Hospital TAC for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder. Such reimbursement or direct payment shall be deemed a Hospital Trust Expense. The Hospital Trust shall include a description of the amounts paid under this Section 5.6 in any Annual Report to be provided to any third party, pursuant to Section 2.2.

SECTION VI

GENERAL PROVISIONS

6.1 Procedures for Consulting with or Obtaining Consent of the Hospital TAC.

- (a) Consultation Process.
 - (i) In the event the Trustee is required to consult with the Hospital TAC pursuant to Section 2.2(f) herein regarding the Hospital TDP, the Plan, the Confirmation Order or otherwise, the Trustee shall provide the Hospital TAC with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably

practicable under the circumstances. The Trustee shall also provide the Hospital TAC with such reasonable access to the Trust Professionals and other experts retained by the Hospital Trust and its staff (if any) as the Hospital TAC may reasonably request during the time that the Trustee is considering such matter, and shall also provide the Hospital TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

- (ii) In determining when to take definitive action on any matter subject to the consultation process set forth in this Section 6.1(a), the Trustee shall take into consideration the time required for the Hospital TAC, if they so wish, to engage and consult with their own independent financial or investment advisors as to such matter. In any event, the Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the Hospital TAC with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived by the Hospital TAC.

(b) Consent Process.

- (i) In the event the Trustee is required to obtain the consent of the Hospital TAC pursuant to Section 2.2(g) herein, the Hospital TDP, the Plan, the Confirmation Order, or otherwise, the Trustee shall provide the Hospital TAC with a written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the

Trustee desires to take such action. The Trustee shall provide the Hospital TAC as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the Hospital TAC with such reasonable access to the Trust Professionals and other experts retained by the Hospital Trust and its staff (if any) as the Hospital TAC may reasonably request during the time that the Trustee is considering such action, and shall also provide the Hospital TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

- (ii) The Hospital TAC must consider in good faith and in a timely fashion any request for their consent by the Trustee and must in any event advise the Trustee in writing of its consent or objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustee, or within such additional time as the Trustee and TAC may agree. The Hospital TAC may not withhold its consent unreasonably. If the Hospital TAC decides to withhold its consent, it must explain in detail its objections to the proposed action. If the Hospital TAC does not advise the Trustee in writing of its consent or objections to the proposed action within thirty (30) days of receiving notice regarding such request (or any additional time period agreed to by the Trustee), then consent of the Hospital TAC to the proposed action shall be deemed to have been affirmatively granted.
- (iii) If, after following the procedures specified in this Section 6.1(b), the Hospital TAC continues to object to the proposed action and to withhold its

consent to the proposed action, the Trustee and the Hospital TAC shall resolve their dispute pursuant to Section 6.13. The Hospital TAC shall bear the burden of proving that it reasonably withheld its consent. If the Hospital TAC meets that burden, the Hospital Trust shall then bear the burden of showing why it should be permitted to take the proposed action notwithstanding the Hospital TAC or Trustee's reasonable objection.

6.2 Irrevocability. To the fullest extent permitted by applicable law, the Hospital Trust is irrevocable.

6.3 Term; Termination.

(a) The term for which the Hospital Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of Section 6.3(b) - (d) herein.

(b) The Hospital Trust shall automatically dissolve on the date (the "**Dissolution Date**") ninety (90) days after the first to occur of the date on which the Trustee decides, with the consent of the Hospital TAC, to dissolve the Hospital Trust upon completion of its duties and the satisfaction of the purposes of the Hospital Trust, wherein (i) all Hospital Opioid Claims channeled to the Hospital Trust have been liquidated and paid (to the extent Allowed) or otherwise resolved to the extent provided in the Governing Order and Filings, this Trust Agreement and the Hospital TDP and (ii) twelve (12) consecutive months have elapsed from the last payment from the PPOC Trust to the Hospital Trust.

(c) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the Hospital Trust's affairs by the Trustee and payment of all the Hospital Trust's liabilities have been provided for as required by applicable law including section 3808 of the DST

Act, all monies remaining in the Hospital Trust shall be given to charitable organization(s) exempt from federal income tax under section 501(c)(3) of the Tax Code, which tax-exempt organization(s) shall be selected by the Trustee using its reasonable discretion; provided, however, that (i) if practicable, the activities of the selected tax-exempt organization(s) shall be related to the treatment of, research on the cure of or other relief for individuals suffering from OUD, and (ii) the tax-exempt organization(s) shall not bear any relationship to the Debtors within the

(d) Following the dissolution and distribution of the assets of the Hospital Trust, the Hospital Trust shall terminate and the Trustee and the Delaware Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Hospital Trust to be filed in accordance with the DST Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Hospital Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

6.4 Amendments. The Trustee, after consultation with the Hospital TAC, and subject to the unanimous consent of the Hospital TAC and any limitations set forth herein, may modify or amend this Trust Agreement (except with respect to Section 6.3(c), which by its own terms is expressly not subject to modification or amendment); provided, that no modification or amendment may be inconsistent with the terms of the Plan or the Confirmation Order. The Trustee, after consultation with the Hospital TAC, and subject to the consent of the Hospital TAC, may modify or amend the Hospital TDP; provided, however, that no amendment to the Hospital TDP shall (i) be inconsistent with the Plan, the Confirmation Order or this Trust Agreement, (ii) have a material and adverse effect on eligible Hospital Authorized Recipients' entitlements to Hospital Abatement Distributions or (iii) be inconsistent with the provisions of the Hospital TDP limiting amendments

thereto. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything contained in this Trust Agreement or the Hospital TDP to the contrary, none of this Trust Agreement, the Hospital TDP nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair or modify (i) the applicability of section 105 of the Bankruptcy Code to the Hospital Trust and/or as set forth in the Confirmation Order, (ii) the efficacy or enforceability of the Channeling Injunction pursuant to the Confirmation Order, (iii) the treatment of the Hospital Trust as a QSF within the meaning of the QSF Regulations, (iv) the efficacy, enforceability, scope or terms of the Non-GUC Releases granted or deemed to have been granted by any holder of a Hospital Opioid Claim, or (v) the terms of the Confirmation Order. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent.

6.5 Severability. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

6.6 Notices.

(a) Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such person's claim form submitted to the Hospital Trust in accordance with the Hospital TDP with respect to his or her Hospital Opioid Claim, or by such other means, including electronic notice, as may be agreed between the Hospital Trust and the Hospital TAC.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated

herein, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed herein in compliance with the terms hereof.

(c) **To the Hospital Trust through the Trustee:**

c/o Thomas L. Hogan
10726 S. Bell Ave.
Chicago, IL 60643

With a copy to:

Don Barrett
Barrett Law Group
404 Court Square
P.O. Box 927
Lexington, MS 39095-0927

And

Michael P. O'Neil
Taft Stettinius & Hollister LLP
211 N. Pennsylvania Street
Suite 3500
Indianapolis, IN 46204

To the Delaware Trustee:

Wilmington Trust, N.A.
Rodney Square North
1100 N. Market Street
Wilmington, DE 19890
Attn: David Young
Email: DYoung@wilmingtontrust.com

To the Hospital TAC:

Jeffrey James
c/o Wilmington Health
3147 S 17th Street
Wilmington, NC 28412

(d) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

6.7 Successors and Assigns; Third-Party Beneficiary. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Hospital Trust, the Hospital TAC, the Trustee, Purchaser Parent, the Debtors, the Post-Emergence Entities, and their respective successors and assigns, except that neither the Trustee nor the Hospital TAC members may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Trustee in accordance with Section 4.3 herein, the Hospital TAC members in accordance with Section 5.4 herein. Notwithstanding anything to the contrary herein or in any other Hospital Trust Document, the Released Parties shall be third-party beneficiaries with rights of enforcement with respect to Sections 6.4 and 6.14 to the extent any proposed amendment or other modification impacts or purports to impact the efficacy or enforceability of the injunction and release provisions of the Plan, including any injunctions or releases issued, granted, or deemed to have been granted pursuant to the Plan by holders of Hospital Opioid Claims.

6.8 Limitation on Claim Interests for Securities Laws Purposes. Hospital Opioid Claims, and any interests therein, (a) shall not be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution, or by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

6.9 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein

(including the Plan, the Confirmation Order and the Hospital TDP), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

6.11 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and therefore shall not be applicable to the Hospital Trust, the Trustee, the Delaware Trustee, the Hospital TAC or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for the trustee, officers, agents or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents or employees of a trust; (e) the allocation of receipts and expenditures

to income or principal; (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, the Hospital TAC or set forth or referenced in this Trust Agreement. Section 3540 of the DST Act shall not apply to the Hospital Trust.

6.12 Settlor's Representative and Cooperation. The PPOC Trust is hereby designated as the Settlor and is hereby authorized to take any action required of the Settlor in connection with the creation of this Trust.

6.13 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the Hospital TDP among the Parties hereto shall be resolved by submission of the matter to an alternative dispute resolution ("**ADR**") process with a single mutually agreeable neutral selected amongst (a) ADR Systems (20 North Clark Street, Floor 29, Chicago, IL 60602) or (b) JAMS Chicago (71 S. Wacker Drive, Suite 2400, Chicago, IL 60606). Should any party to the ADR process be dissatisfied with the decision of the neutral arbitrator, that party may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be *de novo*. In either case, if the dispute implicates any consent or approval by the Hospital TAC as provided in this Trust Agreement, the burden of proof shall be on the Hospital TAC or the members thereof to show that the Hospital TAC's consent or approval, or withholding of the same, was valid and consistent with the terms and purposes of this Trust

Agreement. Should the dispute not be resolved by the ADR process within sixty (60) days after submission, the parties are relieved of the requirement to pursue ADR prior to application to the Bankruptcy Court. If the Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR process, the Trustee shall have the discretion to elect out of the ADR process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court. Notwithstanding the foregoing, any dispute involving any of the Debtors, the Post-Emergence Entities, or any other Released Party shall be submitted to the Bankruptcy Court and shall not be subject to the ADR process.

6.14 Preservation of Releases. Notwithstanding anything in the Hospital Trust Documents, including this Trust Agreement, the PPOC Trust Documents, or in any document submitted to the Trustee pursuant thereto to the contrary, under no circumstances shall the terms of the Non-GUC Release, be amended or modified by any Party in any manner.

6.15 Enforcement and Administration. The provisions of this Trust Agreement and the Hospital TDP shall be enforced by the Bankruptcy Court pursuant to the Plan and the Confirmation Order. The Parties hereby acknowledge and agree that the Bankruptcy Court shall have continuing exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes that arise under this Trust Agreement or the Hospital TDP and are not resolved by ADR in accordance with Section 6.13 herein.

6.16 Certain Matters Related to Canada. Notwithstanding anything to the contrary herein or otherwise (a) the Hospital Trustee(s) and the Delaware Trustee are not, and will at no time be, resident in Canada for purposes of the *Income Tax Act* (Canada), (b) the management, administration, and operation of the Hospital Trust by the Hospital Trustee(s), the Delaware Trustee, or any other Person responsible for the management, administration, and operation of the

Hospital Trust, and the exercise of any power or authority by or on behalf of the Hospital Trust (by any trustee or otherwise), will occur outside of Canada, and (c) the Hospital Trust shall not be settled by a resident of Canada for purposes of the *Income Tax Act* (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the *Income Tax Act* (Canada) to the Hospital Trust.

6.17 Effectiveness. This Trust Agreement shall not become effective until the later of the Effective Date and the date this Trust Agreement has been executed and delivered by all the Parties hereto.

6.18 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

[PPOC TRUSTEE], as PPOC Trustee

By: _____
Name:

[DELAWARE TRUSTEE], as Delaware Trustee

By: _____
Name:
Title:

Exhibit A

Glossary of Certain Defined Terms

Exhibit B

Hospital Trust Distribution Procedures

Exhibit 2-H

Hospital Trust Distribution Procedures

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**ENDO HOSPITAL TRUST
DISTRIBUTION PROCEDURES¹ [DATED FEBRUARY __, 2024]**

§ 1. APPLICABILITY.

Pursuant to the Plan and the Confirmation Order (dated [] 2024), Hospital Opioid Claims (as defined below) shall be channeled to and liability therefor shall be assumed by the Endo International plc Hospital Opioid Trust² (the “**Hospital Trust**”) and shall be administered, liquidated and discharged pursuant to the Hospital Trust Documents³, and satisfied solely from funds held by the Hospital Trust as and to the extent provided in these distribution procedures (this “**Hospital TDP**”) as of the Effective Date. This Hospital TDP sets forth the manner in which the Hospital Trust shall make abatement distributions to holders of Allowed Hospital Opioid Claims (such abatement distributions, “**Hospital Abatement Distributions**”) that satisfy the eligibility criteria for Hospital Authorized Recipients (as defined below) set forth herein. Hospital Opioid Claims shall be fully discharged pursuant to this Hospital TDP and holders thereof shall thereafter have no rights against any Debtor or Post-Emergence Entity. “**Hospital Opioid Claims**” means any and all Present Private Opioid Claims against any of the Debtors (a) held by non-federal acute care hospitals (as defined by CMS) and non-federal hospitals and hospital districts that are required by law to provide inpatient acute care and/or fund the provision of inpatient acute care; and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, “Hospital Opioid Claims” includes Claims set forth in the Proofs of Claims filed by non-federal acute care hospitals in the Chapter 11 Cases.

Recipients of abatement funds from the Hospital Trust (“**Hospital Authorized Recipients**”) are required to use all funds distributed to them from the Hospital Trust solely and exclusively for (i) the Authorized Abatement Purposes (as defined herein) set forth in § 7 or (ii) the payment of attorneys’ fees and costs of the Ad Hoc Group of Hospitals (such Authorized Abatement Purposes, collectively, “**Hospital Authorized Abatement Purposes**”).

§ 2. CLAIMS ADMINISTRATION.

The Plan and the Confirmation Order contemplate that the Hospital Trust will receive a total of up to \$__ million over time, with an initial payment of \$__ million to the Hospital Trust on the Effective Date if no prepayments are made under the terms of the Governing Order and Filings (the “**Initial Hospital Trust Distribution**”), and subsequent payment(s) to the Hospital Trust in amounts to be determined. So long as he is able to serve as of the Effective Date, the initial Trustee

¹ These Hospital TDP are qualified by the terms of the Governing Order and Filings and the PPOC Trust Documents. Holders of Hospital Opioid Claims are strongly advised to review the Governing Order and Filings as well as all of the Hospital Trust Documents for additional information on the terms of the Plan and the treatment of Hospital Opioid Claims.

² Any defined terms used but not defined herein shall have the meanings ascribed to such terms in the Plan, the Confirmation Order, the Governing Order and Filings, the PPOC Trust Documents, and the other Hospital Trust Documents, as applicable.

³ The “**Hospital Trust Documents**” are the Hospital Trust Agreement, this Hospital TDP, and the PPOC Trust Documents.

shall be Hon. Thomas Hogan (Ret.). The Ad Hoc Group of Hospitals consists of certain holders of Hospital Opioid Claims identified in the *Second Amended Verified Statement of the Ad Hoc Group of Hospitals Pursuant to Bankruptcy Rule 2019* filed in the Purdue Pharma LP chapter 11 case, No. 19-23649 [D.I. 1536]; for the avoidance of doubt, such holders have claims in these Chapter 11 Cases as well.

The Trustee shall have the power and authority to perform all functions on behalf of the Hospital Trust, and shall undertake all administrative responsibilities as are provided in the Plan, the Confirmation Order and the Hospital Trust Documents. The Trustee shall be responsible for all decisions and duties with respect to the Hospital Trust. The Trustee shall pay to counsel for the Ad Hoc Group of Hospitals a percentage of both (a) the Initial Hospital Trust Distribution and (b) any subsequent payment(s) to the Hospital Trust, all as more fully described in the Hospital Trust Documents.

The Trustee shall have the authority to determine the eligibility of Hospital Authorized Recipients and the amount of Hospital Abatement Distributions to be made by the Hospital Trust. In order to qualify as a Hospital Authorized Recipient and be eligible to receive a Hospital Abatement Distribution, holders of Allowed Hospital Opioid Claims must comply with the terms, provisions and procedures set forth herein and the timely submission of all forms, if any, required pursuant hereto and, in each case, in accordance with the Governing Order and Filings. The Trustee may investigate any Hospital Opioid Claim, and may request information from any holder of a Hospital Opioid Claim to ensure compliance with the terms set forth in the Hospital Trust Documents, the Plan and the Confirmation Order.

§ 3. QUALIFYING CERTIFICATION.

To qualify as a Hospital Authorized Recipient, a holder of a Hospital Opioid Claim must have certified in its Hospital Abatement Distribution Form (in the form attached as Exhibit 1) that:

- A. It adheres to the standard of care for the emergency department, hospital wards and outpatient clinics at the time of any prospective evaluation, diagnosis, and treatment of Opioid Use Disorder (“**OD**”), including with respect to the applicable standard of care for the treatment of addiction, acute withdrawal and treatment for OD with medication assisted treatment; and
- B. It provides discharge plans and post-discharge care coordination for patients with OD, including information for appropriate OD treatment services.

A holder of a Hospital Opioid Claim must demonstrate to the satisfaction of the Trustee, in accordance with these procedures, that it has been damaged in the past and reasonably anticipates incurring additional abatement expenses in the future arising from patients suffering from OD; if it does not do so, then it will not receive a Hospital Abatement Distribution.

§ 4. ELIGIBILITY FOR HOSPITAL ABATEMENT DISTRIBUTIONS; NOTICES.

To qualify as a Hospital Authorized Recipient eligible to receive Hospital Abatement Distributions from the Hospital Trust, each applicable holder of a Hospital Opioid Claim must have timely filed

a Proof of Claim in the Chapter 11 Cases (including being listed on a consolidated Proof of Claim field by its counsel).

§ 5. EVIDENCE FOR DETERMINATION OF HOSPITAL ABATEMENT DISTRIBUTIONS.

- (a) To permit the Trustee to evaluate the amount each Hospital Authorized Recipient is to receive as a Hospital Abatement Distribution, and to the extent not already submitted in connection with its (i) Proof of Claim or (ii) Hospital Abatement Distribution Form with all its parts and requisite submissions [(including the submission of such a Hospital Abatement Distribution Form with all its parts and requisite submissions in the case of Mallinckrodt, plc, Case No. 20-12522, which was accepted by the Trustee and resulted in an abatement distribution)], a holder of a Hospital Opioid Claim must submit all of the following, non-exhaustive, data and types of documents, unless for good cause shown such data and documentation is unavailable (to be determined in the discretion of the Trustee in consultation with the HTAC): copies of all claims, complaints, proofs of claim, notices, settlement documents, Non-GUC Releases, recoveries, compensation received, or similar documents that a holder of a Hospital Opioid Claim submits or entered into in respect of claims asserted against or to be asserted against any other entity or person arising from or related to such holder of a Hospital Opioid Claim's OUD program or related to any of the injuries that underlie the Hospital Opioid Claim presented to the Trustee.

The Trustee may request additional information as reasonably necessary in the opinion of the Trustee to determine the eligibility of Hospital Opioid Claims and amount to be distributed to a Hospital Authorized Recipient. The Trustee shall establish a reasonable timeframe in which a Hospital Authorized Recipient must provide any requested information.

§ 6. DETERMINATION OF HOSPITAL ABATEMENT DISTRIBUTION AMOUNTS.

- (a) The Trustee (or its agents or representatives) shall review the timely submitted Hospital Abatement Distribution Forms and may utilize, to the extent applicable, the distribution spreadsheet prepared (as amended) in the case of Mallinckrodt, plc, Case No. 20-12522, as supplemented by any additional claims submitted fully, properly and timely.
- (b) The Trustee shall utilize (but shall have no rights in or to the intellectual property contained in) the proprietary Legier Model and Algorithm (the "**Model**"), prepared and operated by Legier & Company, apac, for determining the amount of each Hospital Abatement Distribution; provided that to the extent a Hospital Authorized Recipient granted (or was deemed to have granted, in accordance with the Plan), the Non-GUC Releases, such Hospital Authorized Recipient shall receive an additional Distribution from the Hospital Trust, calculated by multiplying (i) the amount of any Distribution to be made to such Hospital Authorized Recipient pursuant to the Hospital Trust Documents, by (ii) a multiplier of 4x, which additional payment shall be in exchange for such grant of the Non-GUC Releases.
- (c) The Model shall determine the amount distributable to each Hospital Authorized Recipient (excluding any amount to be calculated pursuant to the proviso to clause (b) above) based on (1) the diagnostic codes associated with operational charges incurred by the Hospital Authorized Recipient in connection with the treatment of OUD, (2) the

portion of such charges that were not reimbursed, and (3) the following Distribution determination factors and weights:⁴

- A. Units of morphine milligram equivalents (MME) dispensed in the Hospital Authorized Recipient's service area ("**Service Area**") during the relevant years (the "**Measurement Period**") (to be weighted at 10%);
- B. OUD rates at the State level, pro-rated for each Hospital Authorized Recipient (to be weighted at 10%);
- C. Opioid overdose deaths in the Hospital Authorized Recipient's Service Area (to be weighted at 8.75%)
- D. Operational impact calculated using the Model, to include opioid diagnoses, and charge and reimbursement data (to be weighted at 35%);
- E. Hospital Authorized Recipient's opioid related patients as a percentage of its total patients (to be weighted at 18.75%);
- F. 17.5% for either
 - i. such Hospital Authorized Recipient having filed a timely Proof of Claim in the Purdue Pharma bankruptcy claim filing process, or
 - ii. such Hospital Authorized Recipient having been designated as a "**Safety Net Hospital**" as defined by the CARES Act as in effect on the Effective Date.

§ 7. HOSPITAL AUTHORIZED ABATEMENT PURPOSES.

(b) All net funds (after the deduction of all legal fees, Hospital Trust Operating Expenses, and litigation expenses, as described herein, and in the Hospital Trust Agreement) distributed to Hospital Authorized Recipients shall be used solely and exclusively for Hospital Authorized Abatement Purposes, including OUD abatement programs, whether currently existing or newly initiated. Each Hospital Authorized Recipient must confirm to the Trustee that all funds will be spent only in the Hospital Authorized Recipient's Service Area⁵ for one or more of the following Hospital Authorized Abatement Purposes:

- b. Providing transportation to treatment facilities for patients with OUD.
- 2. Providing continuing professional education in addiction medicine, including addressing programs addressing stigma.

⁴ The Model calculates a holder of an Allowed Hospital Opioid Claim's loss resulting from its treatment of patients with OUD and other opioid diagnoses, considering the total charges and collections for each, among other things, including a causation algorithm applied to each patient encounter.

⁵ "**Service Area**" is defined as the local health care markets for hospital care that are measured by collections of zip codes whose residents receive most of their hospitalizations from the hospitals in that area. Zip codes are assigned to the hospital area where the greatest proportion of their Medicare residents were hospitalized.

3. Counteracting diversion of prescribed medication in emergency department or practice, consistent with the following goal: reducing opioid misuse, OUD, overdose deaths, and related health consequences throughout the hospital Service Area (county or region).
 4. Participating in community efforts to provide OUD treatment to others in the community, such as those in jails, prisons, or other detention facilities.
 5. Providing community education events on opioids and OUD.
 6. Providing Naloxone kits and instruction to patients upon discharge.
 7. Implementing needle exchange in hospital or adjacent clinic and providing on-site MAT (as defined below) services if possible.
 8. Prospectively providing otherwise unreimbursed or under-reimbursed future medical services for patients with OUD or other opioid related diagnoses.
 9. Building or leasing space to add half-way house beds.
 10. Participating in research regarding development of innovative OUD treatment practices.
 11. Directing moneys to any other public or private Hospital Authorized Recipient of funds concerning the treatment of persons with OUD or other opioid-related diagnoses; *provided* that such Hospital Authorized Recipient's use of such funds would otherwise constitute an Authorized Abatement Purpose.
 12. Medication-Assisted Treatment ("**MAT**") Programs: an aggregate of \$50 million may be earmarked for Hospital Authorized Recipients to establish and implement a MAT program or to continue, complete and/or implement an existing MAT program already under development.⁶
 13. Engaging in any other abatement activity, solely to the extent the Bankruptcy Court has approved such activity as additional Hospital Authorized Abatement Purposes, at the request of the Trustee.
- (b) In addition, the Hospital Trust shall, in accordance with the Plan, the Confirmation Order and the applicable Hospital Trust Documents, make Hospital Abatement Distributions to Hospital Authorized Recipients exclusively for Hospital Authorized Abatement Purposes within each Hospital Authorized Recipients' respective Service Area identified in the claim. Decisions concerning Hospital Abatement Distributions made by the Hospital Trust will consider the need to ensure that underserved urban and rural areas, as well as minority communities, receive equitable access to the funds.

⁶ The Hospital Abatement Distribution Form will provide an opportunity to indicate the proportion and amount of Hospital Abatement Distributions that the Hospital Authorized Recipient intends to apply to MAT programs.

(b) To the extent any holder of a Hospital Opioid Claim that is otherwise a Hospital Authorized Recipient does not comply with this § 7, such holder of a Hospital Opioid Claim shall not be a Hospital Authorized Recipient and shall be disqualified from receiving Hospital Abatement Distributions, notwithstanding any other eligibility determination pursuant to other sections or procedures set forth herein or in the other Hospital Trust Documents. To the extent such holder granted or was deemed to have granted the Non-GUC Releases under the Plan, the enforceability, scope and terms thereof shall be unaffected and shall remain in full force and effect regardless of whether such holder is ultimately eligible to receive Hospital Abatement Distributions or not.

§ 8. HOSPITAL ABATEMENT DISTRIBUTIONS BY HOSPITAL TRUST.

Once the Trustee has calculated the amount of the Hospital Abatement Distribution to be paid to each Hospital Authorized Recipient, and also calculated each Hospital Authorized Recipient's *pro rata* share of the total sum of all Hospital Abatement Distributions to be paid to all Hospital Authorized Recipients, then the Trustee shall make interim Hospital Abatement Distributions, from time to time in its judgment, to those Hospital Authorized Recipients that have complied with all of the criteria and procedures described herein. Unless otherwise determined by the Trustee, such Hospital Authorized Recipients may receive one interim, and one final, distribution.

§ 9. REPORTING BY HOSPITAL AUTHORIZED RECIPIENTS.

(b) The Hospital Trust shall have the right to audit a Hospital Authorized Recipient to determine whether the Hospital Authorized Recipient's expenditures for Hospital Authorized Abatement Purposes have met the requirements set forth in the Hospital Trust Documents.

(b) Each Hospital Authorized Recipient, if and when requested by the Trustee (or its agents or representatives), shall provide supporting documentation, in a mutually agreed upon format, demonstrating that the Hospital Authorized Recipient's expenditures for Hospital Authorized Abatement Purposes have met the requirements of the Hospital Trust Documents. All Proofs of Claim, Hospital Abatement Distribution Forms and certifications filed or submitted by holders of Hospital Opioid Claims are subject to audit by the Trustee (or its agents or representatives). If the Trustee finds a material misstatement in a holder of a Hospital Opioid Claim's Proof of Claim, Hospital Abatement Distribution Form or certification, the Trustee may allow that holder of a Hospital Opioid Claim up to 30 days to resubmit its Proof of Claim, Hospital Abatement Distribution Form or certification, as applicable, with supporting documentation or revisions. Failure of the holder of a Hospital Opioid Claim to timely correct its misstatement in a manner acceptable to the Trustee may result in forfeiture of all or part of the holder of a Hospital Opioid Claim's qualification as a Hospital Authorized Recipient or right to receive Hospital Abatement Distributions. For the avoidance of doubt, the Non-GUC Releases granted (or deemed to have been granted in accordance with the Plan) by such holder, and the scope and terms thereof, shall remain unaffected and in full force and effect regardless of whether such holder is

ultimately considered a Hospital Authorized Recipient or ultimately has the right to receive a Hospital Abatement Distribution.

Exhibit 1

Hospital Abatement Distribution Form

Exhibit 2-I

Third-Party Payor Trust Agreement and Claim Form

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO THIRD-PARTY PAYOR OPIOID TRUST AGREEMENT

Dated as of _____, 2024

By and Among

Alan D. Halperin, as Trustee,

Wilmington Trust, National Association, as the Delaware Resident Trustee,

The PPOC Trust

and solely for purposes of Section 9.5 hereof,

Endo International plc

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EXHIBITS

Exhibit A — TPP TDP, and exhibits and appendices thereto, including the New TPP Claim Form

Exhibit B — Delaware Certificate of Trust

THIRD-PARTY PAYOR OPIOID TRUST AGREEMENT

This Third-Party Payor Opioid Trust Agreement (the “**Trust Agreement**”), dated as of [_____], 2024, and effective as of the Effective Date¹ is a voluntary trust agreement entered into pursuant to the [Third] Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors [Dkt. No. _____] (as the same may be amended or modified from time to time, the “**Plan**”). The Trust Agreement is entered into by and among (i) the PPOC Trust, (ii) the undersigned Trustee (together with any successor or additional trustee appointed under the terms of this Trust Agreement, the “**Trustee**”), (iii) Wilmington Trust, National Association, as the Delaware resident trustee (together with any successor Delaware resident trustee appointed under the terms of this Trust Agreement, the “**Resident Trustee**”), and (iv) solely for purposes of Section 9.5, Endo International plc (“**PLC**”).

PREAMBLE

WHEREAS, on August 16, 2022 (the “**Petition Date**”), each of Endo International plc and its affiliate debtors and debtors in possession filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) thereby commencing the chapter 11 cases jointly administered by the Bankruptcy Court under the caption *In re Endo International plc, et al.*, Case No. 22-22549 (JLG) (the “**Chapter 11 Cases**”);

WHEREAS, certain of the debtors’ affiliates filed voluntary petitions for relief on May 25, 2023 and May 31, 2023, respectively, and their cases are also being jointly administered as part of the Chapter 11 Cases (all of the debtors currently included in the Chapter 11 Cases being the “**Debtors**”);

WHEREAS, on _____, 2024, the Debtors filed the Plan with the Bankruptcy Court, and on _____, 2024, the Bankruptcy Court entered an [Order Confirming the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International and Its Affiliated Debtors [Dkt. No. _____]](the “**Confirmation Order**”);

WHEREAS, the Plan provides for, among other things, the creation of the Third-Party Payor Opioid Trust (the “**TPP Trust**”) on the Effective Date;

WHEREAS, pursuant to the Plan, the TPP Trust is established to, among other things, (i) assume all of the Debtors’ liability for TPP Claims (as defined below), (ii) receive and collect the TPP Trust Share from the PPOC Trust, and any other payments, transfers or distributions to which the TPP Trust may be entitled under the Plan or the TPP Trust Documents, (iii) establish procedures for the administration of TPP Claims, (iv) review, evaluate, administer and resolve TPP Claims and related documents, (v) make distributions to holders of Allowed TPP Claims, as and to the extent provided in the Plan and the TPP Trust Documents, and (vi) carry out such other matters as are set forth in the TPP Trust Documents, the Plan, and the Confirmation Order;

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Governing Order and Filings, the TPP TDP or the PPOC Trust Documents, as applicable.

WHEREAS, the TPP Trust is intended to qualify as a “qualified settlement fund” (a “**Qualified Settlement Fund**”) within the meaning of section 1.468B-1, *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “**OSF Regulations**”) and be treated consistently for state and local tax purposes to the extent applicable;

NOW, THEREFORE, it is hereby agreed as follows:

SECTION I

DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** The following definitions apply to the capitalized terms wherever those terms appear throughout this Trust Agreement. Any capitalized term defined in the prefatory paragraph, the recitals, this Section or any Section below shall have the meaning ascribed to such term therein.

“**TAC**” means the advisory committee for the TPP Trust.

“**TPP Claims**” or **Third-Party Payor Opioid Claims**” means any and all Present Private Opioid Claims against any of the Debtors that (a) arose before August 16, 2022; and (b) are held by Present Private Opioid Claimants that are TPPs (e.g., health insurers, employer-sponsored health plans, union health and welfare funds, or any other providers of health care benefits, and any third-party administrators), including any Claims based on the subrogation rights of holders thereof that are not held by a Governmental Authority; provided, that, notwithstanding the foregoing, Claims in respect of government plans which Claims are asserted through (i) a private TPP; or (ii) any carrier of a federal employee health benefits plan, in each case, are TPP Claims.

“**TPP Distributions**” means Distributions to holders of Allowed TPP Claims that are entitled to receive a Distribution or Distributions from the TPP Trust pursuant to the TPP TDP.

“**Member**” means a member of the TAC identified in Section VII hereof, and the members’ successors, if any.

“**Permitted Investments**” means (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation that is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof, (c) such other investments as the Bankruptcy Court may approve from time to time, (d) demand deposits or certificates of deposit at any nationally recognized bank or trust company that has, at the time of the deposit, a capital stock and surplus aggregating at least \$1,000,000,000 and (e) other investments administered in a manner consistent with the standards set forth in the Uniform Prudent Investor Act promulgated by the National Conference of Commissioners on Uniform State Laws in 1994.

“**TPP TDP**” means the Third-Party Payor Opioid Trust Distribution Procedures, a copy of which is attached to this Trust Agreement as **Exhibit A**.

“**TPP Trust Operating Expenses**” means all of the Trust Operating Expenses described in the Plan (1.1.560) as well as amounts reserved for such operating expenses, the costs of obtaining insurance, the costs relating to the creation and maintenance of the TPP Trust website, the costs of court proceedings, and all compensation, costs and fees of the Trustee, the Resident Trustee, the Members and any Trust Professionals (including, without limitation, any expenditures authorized under Section 2.2(b)).

“**TPP Trust Operating Reserve**” means the amount(s) reserved to pay TPP Trust Operating Expenses (which may be adjusted by the Trustee from time to time), which shall be (i) funded with Cash and cash equivalents held by the TPP Trust in accordance with the TPP Trust Documents and (ii) held by the TPP Trust and administered by the Trustee.

“**Trust Professionals**” means any consultant or professional retained or employed by the Trustee or the TPP Trust including without limitation, counsel, accountants, auditors, claims and healthcare industry professionals, financial and investment advisors, and such other parties, including the Resident Trustee, deemed by the Trustee to be qualified and necessary, in his/her sole discretion, to assist the TPP Trust and the Trustee in fulfilling its/his/her responsibilities hereunder.

1.2 Interpretation. The headings in this Trust Agreement are for convenience only and shall not affect the meaning or understanding of this Trust Agreement or any provision hereof. Words defined, denoted or stated in the singular form also include the plural form and vice versa, and words defined, denoted or stated in the masculine, feminine or neuter form include each of the masculine, feminine and neuter forms. The word “including” means “including but not limited to.” The word “or” is not exclusive.

1.3 Particular Words. Reference in this Trust Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Trust Agreement. The words “hereof,” “herein,” “hereto” and similar terms shall refer to this Trust Agreement and not to any particular Section or Article of this Trust Agreement.

SECTION II

AGREEMENT OF TRUST/PURPOSE

2.1 Creation and Name. The PPOC Trust, the Trustee, and the Resident Trustee hereby create a trust known as the “**Endo Third-Party Payor Opioid Trust**” which is one of the PPOC Sub-Trusts contemplated by, provided for and referred to in the Plan.² The Trust was established by the filing of a Certificate of Trust (attached hereto as **Exhibit B**) with the Delaware Secretary of State on [•], 2024. The Trustee may transact the business and affairs of the TPP Trust in the name of the TPP Trust, and references herein to the TPP Trust shall include the Trustee acting on behalf of the TPP Trust. It is the intention of the parties hereto that the TPP Trust constitute a statutory trust under the Delaware Statutory Trust Act (the “**Act**”) and

² The Endo Third-Party Payor Opioid Trust may also be referred to as the “TPP Trust” in the Governing Order and Filings and the TPP Trust Documents, but the legal name of the trust is the Endo Third-Party Payor Opioid Trust.

that the Governing Order and Filings and this Trust Agreement shall constitute the governing instrument of the TPP Trust.

2.2 Purpose. The purpose of the TPP Trust is to expressly assume sole and exclusive responsibility and liability for the TPP Claims, in accordance with the Governing Order and Filings (which, per the PPOC Trust Agreement Glossary, are the Plan and the Confirmation Order) and the TPP Trust Documents, as well as to, among other things:

- (i) hold certain rights against the PPOC Trust in its capacity as a PPOC Sub-Trust and to collect and receive the TPP Trust Share, in accordance with the Plan and the TPP Trust Documents;
- (ii) determine which TPP Claims are Allowed TPP Claims, and administer, process, resolve and liquidate such TPP Claims, and make TPP Distributions to holders of Allowed TPP Claims, as provided in the TPP TDP;
- (iii) determine if any of the claims submitted to the TPP Trust are not held by TPPs or are otherwise not TPP Claims, in which case such Claims shall be Disallowed and thereby discharged and released in full and any Non-GUC Releases granted by such claimants in connection with the claims shall be null and void;
- (iv) determine if any of the TPPs that filed or were included in TPP Claim filed by the General Bar Date failed to file or were not included in a New TPP Claim filed by the TPP Trust Claims Deadline, in which case such initial claims shall be Disallowed and thereby discharged and released in full and any Non-GUC Releases granted by such claimants shall be null and void;
- (v) manage and invest all funds received by the TPP Trust from the PPOC Trust, or such other source as may provide funds to the TPP Trust consistent with the Plan and the TPP Trust Documents, each case for the benefit of the beneficiaries of the TPP Trust;
- (vi) qualify at all times as a Qualified Settlement Fund within the meaning of the QSF Regulations and be treated consistently for state and local tax purposes to the extent applicable; and
- (vii) otherwise comply in all respects with the Governing Order and Filings and TPP Trust Documents, and hold and exercise the rights granted to the TPP Trust pursuant to such documents.

(b) The TPP Trust is authorized to use the funds held by the TPP Trust and income therefrom to:

- (i) make TPP Distributions to the holders of Allowed TPP Claims in accordance with the Governing Order and Filings and the TPP Trust Documents;
- (ii) hold and maintain the TPP Trust Operating Reserve to pay the TPP Trust Operating Expenses and establish such funds, reserves and accounts within the TPP

Trust as the Trustee deems useful in carrying out the purposes of the TPP Trust, subject to the limitations set forth in Section 5.1 below;

(iii) cooperate with the Debtors, the Reorganized Debtors and/or Purchaser in connection with the negotiation, distribution, collection and tabulation of opt-in and release documentation, and any related calculations contemplated by the Governing Order and Filings;

(iv) pay the TPP Trust Operating Expenses from the TPP Trust Operating Reserve;

(v) replenish periodically, until the dissolution of the TPP Trust, the TPP Trust Operating Reserve from cash held or received by the TPP Trust to the extent deemed necessary by the Trustee to satisfy and pay estimated future TPP Trust Operating Expenses in accordance with the TPP Trust Documents;

(vi) pay, as part of the TPP Trust Operating Expenses, all fees and expenses incurred with respect to, among other things, making TPP Distributions;

(vii) pay or reimburse, as appropriate, and include as part of the TPP Trust Operating Expenses, all fees and expenses incurred with respect to the preparation and/or review of the TPP Trust Documents, the claim form to be provided by the Trustee to TPPs for purposes of filing New TPP Claims (the "New TPP Claim Form"), and related documents, and the establishment of the TPP Trust website, whether incurred before or after the Effective Date, by professionals representing TPPs involved in the process of creation of the TPP Trust; and

(viii) pay all compensation, costs and fees of the Trustee, the Resident Trustee, the Members and any Trust Professionals.

2.3 Transfer of Assets. The TPP Trust has or shall receive the amount of cash and any other assets to be transferred to the TPP Trust under the Governing Order and Filings and the TPP Trust Documents (the "TPP Trust Assets") to fund the TPP Trust.³ In all events, the TPP Trust Assets will be transferred to the TPP Trust free and clear of all Claims, Liens or other recourse or encumbrances of any kind, and shall not be subject to attachment, disgorgement or recoupment by any Person. The Debtors (including PLC), Purchaser Parent and the PPOC Trustee(s) and PPOC Trust Board, among others, shall be authorized to execute and deliver such documents to the TPP Trust as the Trustee may request to effectuate the transfer and assignment of any TPP Trust Assets to the TPP Trust.

2.4 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the TPP Trust, the TPP Trust hereby expressly accepts the transfer to the TPP Trust of the TPP Trust Assets or any other transfers

³ In the event that any payment date is on a date that is not a Business Day, then the making of such payment may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

contemplated by the Governing Order and Filings and the TPP Trust Documents in the time and manner and subject to the terms contemplated therein and all such TPP Trust Assets shall vest in the TPP Trust.

(b) In furtherance of the purposes of the TPP Trust, the TPP Trust expressly assumes all of the Debtors' liability and responsibility for all TPP Claims, as and to the extent set forth in the Governing Order and Filings and the TPP Trust Documents. Except as otherwise provided in the Governing Order and Filings, none of the Debtors nor the other Non-GUC Released Parties shall have any further financial or other responsibility or liability for such TPP Claims. Except as otherwise provided in the Governing Order and Filings or TPP Trust Documents, the TPP Trust shall have all defenses, cross-claims, offsets, and recoupments regarding the TPP Claims, as well as any and all rights of indemnification, contribution, subrogation, and similar rights with respect thereto that the Debtors or the Post-Emergence Entities have or would have had under applicable law; provided, that, no such cross-claims, defenses, offsets, recoupment, or other rights may be asserted against any Released Party.

(c) Notwithstanding anything to the contrary herein, no provision in the Governing Order and Filings or the TPP Trust Documents shall be construed or implemented in a manner that would cause the TPP Trust to fail to qualify as a Qualified Settlement Fund within the meaning of the QSF Regulations.

(d) To the extent required by the Act, the beneficial owners (within the meaning of the Act) of the TPP Trust the "**Beneficial Owners**" shall be deemed to be the holders of TPP Claims that have qualified as Allowed TPP Claims provided that (i) such Beneficial Owners shall have only such rights with respect to the TPP Trust and TPP Trust Assets as are set forth in this Trust Agreement and the TPP TDP (and all such claims shall be subject to the terms and conditions of such documents, including but not limited to the claims review process and the requirements set forth in the TPP TDP that must be satisfied to be a holder of an Allowed TPP Claim), (ii) the right to TPP Distributions under the TPP TDP shall be limited to the holders of Allowed TPP Claims and subject to other provisions of the TPP TDP, and (iii) no greater or other rights, including upon dissolution, liquidation, or winding up of the TPP Trust, shall be deemed to apply to the holders of TPP Claims in their capacity as Beneficial Owners. To the extent they have granted (or are deemed to have granted) in accordance with the Plan and pursuant to the New TPP Claim Form the Non-GUC Releases, TPPs are prohibited from asserting against any Debtor, Post-Emergence Entities, the Trustee, the Resident Trustee, Member of the TAC, Trust Professional or other Non-GUC Released Party any TPP Claim, and may not proceed in any manner against any Debtor or other Non-GUC Released Party on account of any such claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue TPP Claims exclusively against the TPP Trust, solely as and to the extent provided in the TPP TDP. For avoidance of doubt, Non-GUC Releases are void and of no force and effect if (i) the releasing party is not a TPP, (ii) the TPP does not file or is not included in the filing of a New TPP Claim with the TPP Trust, or (iii) the TPP "opts-out" of the grant of such Non-GUC Releases on the New TPP Claim.

(e) The Beneficial Owners shall be subject to the terms of the Governing Order and Filings and the TPP Trust Documents.

2.5 **Channeling of Claims.** Nothing in this Trust Agreement shall be construed in any way to limit or expand the scope, enforceability, or effectiveness of the channeling of TPP Claims as set forth in the Plan and Confirmation Order.

SECTION III

POWERS AND ADMINISTRATION OF THE TRUST

3.1 Powers and Privileges.

(a) The Trustee is, and shall act as, a fiduciary to the TPP Trust in accordance with the provisions of this Trust Agreement, the TPP TDP and the Confirmation Order. The Trustee shall, at all times, administer the TPP Trust and the TPP Trust Assets in accordance with the purposes set forth in Section 2.2 herein. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the TPP Trust, including without limitation, each power expressly granted in this Section 3.1(a), any power reasonably incidental thereto and not inconsistent with the requirements of Section 3.1(b), and any trust power now or hereafter permitted under the laws of the State of Delaware; provided, that the Trustee shall not take any actions prohibited by the terms of the Plan or the Confirmation Order. The Trustee shall use commercially reasonable efforts to ensure that the costs of administering the TPP Trust are reasonable in all respects, but the Trustee shall not be bound by any annual or cumulative “caps” on such expenditures.

(b) Except as required by applicable law or otherwise specified herein or in the Confirmation Order or the TPP Trust Documents, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 3.1(a) above, and except as limited herein or by the Confirmation Order, the Trustee shall have the power to:

(i) receive and hold the TPP Trust Assets and exercise all rights with respect thereto, including the right to vote, hold and sell any securities that are included in the TPP Trust Assets or that may come into possession or ownership of the TPP Trust;

(ii) invest the monies held from time to time by the TPP Trust, and/or, in the Trustee’s discretion, contract with the Resident Trustee or any other qualified institution to hold and invest the TPP Trust’s funds; provided that such investments are Permitted Investments;

(iii) enter into leasing and financing agreements with third parties, to the extent such agreements are reasonably necessary, to permit the TPP Trust to efficiently operate;

(iv) pay liabilities and expenses of the TPP Trust;

(v) initiate, prosecute, defend and resolve all legal actions and other proceedings related to any asset, liability or responsibility of the TPP Trust; provided that such legal actions and other proceedings shall be limited solely to those required for purposes of (a) reconciling, administering or defending against the TPP Claims channeled to or asserted against the TPP Trust and (b) enforcing the rights of the TPP Trust under the Governing Order and Filings and the TPP Trust Documents, including but not limited to the TPP Trust's rights to distributions and payments from the PPOC Trust, as set forth in the Governing Order and Filings and the TPP Trust Documents and otherwise;

(vi) initiate, prosecute, defend and resolve all such actions set forth in clause (v) above in the name of the Debtors or their Estates, in each case if deemed necessary by the Trustee to fulfill the purpose of the TPP Trust;

(vii) establish, supervise, and administer the TPP Trust in accordance with the Governing Order and Filings and the TPP Trust Documents and the terms thereof;

(viii) engage such legal, financial, accounting, investment, auditing, recording and noticing, claims administration and other consultants, advisors and agents as the TPP Trust and/or the Trustee requires, including the Trustee's firms or affiliates, professionals previously employed by the Debtors, and representatives of TPPs, provided that such retention of a representative of the TPP does not violate any applicable rules of professional conduct governing such representation or require the disclosure of any confidential information of a holder of a TPP Claim to such representative of the TPP (absent written consent of the holder of the TPP Claim to such disclosure), and to (i) delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee in his/her discretion, deems advisable or necessary or (ii) engage such professionals to advise and assist the Trustee, in order to carry out the terms of the Governing Order and Filings and the TPP Trust Documents ;

(ix) pay reasonable compensation to those employees, legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents employed by the Trustee on and after the Effective Date (including those engaged by the TPP Trust in connection with alternative dispute resolution activities);

(x) as and to the extent provided herein, (a) compensate the Trustee, the Resident Trustee, the TAC, and their respective employees and legal, financial, accounting, and other consultants, advisors, and agents, (b) reimburse the Trustee, the Resident Trustee, and the Members (including counsel to the Members) for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder (it being understood that reimbursements payable to the Members and their counsel shall be limited to actual and necessary out-of-pocket phone, facsimile, postage, copying, travel and similar charges incurred in connection with their participation in the TAC);

(xi) execute and deliver such instruments as the Trustee deems proper in administering the TPP Trust;

(xii) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the TPP Trust, provided such arrangements do not conflict with any other provision of the Governing Order and Filings or the TPP Trust Documents;

(xiii) withhold from the planned TPP Distributions the maximum amount needed to pay any tax or other charge, if any, that the Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld from such TPP Distribution under the income tax or other laws of the United States or any State therein;

(xiv) in the event that the Trustee determines that the Beneficial Owners or the TPP Trust may, will or have become subject to different tax consequences than those described in the Governing Order and Filings and this Trust Agreement, take such actions that will, or are intended to, address such different tax consequences;

(xv) in accordance with Section 6.6 herein, defend, indemnify, and hold harmless (A) the Trustee, (B) the Resident Trustee, (C) the TAC and each of its Members, and (D) the Trust Professionals, representatives, advisors and agents of each of the TPP Trust, the Trustee, the Resident Trustee and the TAC, in their capacities as the same (each of those in (D) herein, the “**Additional Indemnitees**”) to the maximum extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 6.4 herein;

(xvi) seek to purchase insurance relating to the matters and/or any of the parties subject to the foregoing indemnifications and otherwise, in his/her sole discretion;

(xvii) consult with the TAC at such times and with respect to such issues relating to the purpose, conduct and affairs of the TPP Trust as required by this Trust Agreement of the TPP TDP and/or as the Trustee considers advisable;

(xviii) determine whether claims are TPP Claims, including, without limitation, determining whether the claimant is a TPP and the holder of a TPP Claim;

(xix) determine whether a Claim has complied with the requirements of the TPP TDP and whether it is an Allowed TPP Claim;

(xx) conduct the claims review and reconciliation process, including without limitation, addressing duplicative and late-filed claims and compliance with the procedures required under the TPP TDP, make determinations about the validity and Allowed amounts of TPP Claims, and effect TPP Distributions with respect to and on account of TPP Claims that are Allowed TPP claims as set forth in the TPP TDP;

(xxi) address the distribution of *de minimis* funds as set forth in the TPP TDP;

(xxii) create sub-trusts or title vehicles; provided that the Trustee shall not create a sub-trust or title vehicle that would cause the TPP Trust to fail to qualify as a Qualified Settlement Fund within the meaning of the QSF Regulations;

(xxiii) create such accounts and reserves as the Trustee deems necessary, prudent or useful in order to provide for the payment of expenses and the effecting of TPP Distributions, and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereon, subject to the limitations set forth in Section 3.1(xxiv) below;

(xxiv) review and, in his/her discretion, audit or otherwise investigate and require data, documentation and other information relating to the TPP Claims and claimants, pursuant to the TPP TDP and otherwise, and to take such action as he/she deems appropriate with respect to TPP Claims that do not provide the required data, documentation and other information required to participate in the TPP Trust or otherwise do not cooperate in good faith with the audit/investigation process of the TPP Trust;

(xxv) make, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve in the name of the TPP Trust, any claim, right, action or cause of action included in the TPP Trust Assets or which may otherwise hereafter accrue in favor of the TPP Trust, including, but not limited to, insurance recoveries, before any court of competent jurisdiction;

(xxvi) in the event that holders of TPP Claims elect to resolve claims they hold against those with personal injury opioid claims through a lien resolution program (the "LRP Agreement"), exercise any and all rights and responsibilities of the TPP Trust or Trustee pursuant to such LRP Agreement, provided that the Trustee has consented to the terms of the LRP Agreement that address the TPP Trust and its Trustee;⁴

(xxvii) seek a determination of the Bankruptcy Court with respect to any matter relating to the TPP Trust and/or its beneficiaries, the Debtors, the PPOC Trust, Purchaser or any other party, whether pursuant to the Governing Order and Filings, the TPP Trust Documents or otherwise, as the Trustee deems appropriate; and

(xxviii) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement, the Governing Order and Filings and the TPP Trust Documents.

⁴ For avoidance of doubt, claims that TPPs may have against holders of PI Opioid Claims or NAS PI Claims are not being paid from or by the TPP Trust, and distributions on account of such claims (whether pursuant to a LRP Agreement or otherwise) are not TPP Distributions.

(d) The Trustee shall not have the power to guarantee on behalf of the TPP Trust any debt of other Persons.

(e) The Trustee agrees to take the actions of the TPP Trust required hereunder and under the other TPP Trust Documents and under the Governing Order and Filings.

(f) The Trustee shall provide reasonable reporting to the TAC of any act performed or taken pursuant to Sections 3.1(c)(i) or 3.1(c)(iv) herein and shall provide the TAC with a final report.

3.2 General Administration.

(a) The Trustee shall act in accordance with the Confirmation Order, the Plan, this Trust Agreement, the TPP TDP and the TPP Trust Documents. In the event of a conflict between the terms or provisions of any such documents, each document shall have controlling effect in the following order: (i) the Confirmation Order; (ii) the Plan; (iii) the TPP TDP; (iv) this Trust Agreement; (v) the Master PPOC TDP; and (vi) the PPOC Trust Agreement.

(b) The Trustee shall be the “administrator” of the TPP Trust within the meaning of section I.468B-2(k)(3) of the Treasury Regulations and shall (i) prepare and file any and all income tax and other returns and statements required to be filed and shall timely pay, out of the TPP Trust Assets, all taxes required to be paid by the TPP Trust, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of the TPP Trust as a Qualified Settlement Fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the TPP Trust to fail to qualify as a Qualified Settlement Fund within the meaning of the QSF Regulations. Even if permitted by the QSF Regulations, no election shall be filed by or on behalf of the TPP Trust for the TPP Trust to be treated as a grantor trust for federal income tax purposes.

(c) The Trustee shall be responsible for all of the TPP Trust’s tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Trustee may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the TPP Trust for all taxable periods through the dissolution of the TPP Trust. The Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the TPP Trust that is required by any governmental unit and be responsible for payment, out of the TPP Trust Assets, of any taxes imposed on the TPP Trust or its assets.

(d) The Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Internal Revenue Code or any provision of any foreign, state, or local tax law with respect to any payment to a holder of an Allowed TPP Claim. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such TPP for all purposes of this Trust Agreement. The Trustee shall be authorized to collect such tax information from the TPPs (including tax identification numbers) as in its sole discretion the Trustee deems necessary to effectuate the Confirmation Order, the TPP TDP and this Trust Agreement. In order to receive TPP Distributions, TPPs shall be required to provide tax information to the Trustee to the extent the Trustee deems appropriate in the manner and in accordance with the procedures from time to time established

by the Trustee for these purposes, including in the TPP TDP, and the Trustee shall provide written notice of such requirements to the TPPs or their designated representatives. If a TPP required to provide any tax information requested by the Trustee before the date that is three hundred sixty-five (365) calendar days after the Effective Date fails to do so, the amount of such TPP Distribution shall irrevocably revert to the TPP Trust, and any TPP Claim with respect to such TPP Distribution shall be discharged and forever barred from assertion against the TPP Trust or its property. However, in the event such TPP Claim is discharged pursuant to this clause (d), the enforceability, scope and terms of a conditional Non-GUC Release granted or deemed granted pursuant to the Plan and Plan balloting, and made a final release pursuant to the New TPP Claim Form, shall be unaffected and shall remain in full force and effect, provided that the claimant is a TPP.

(e) The Trustee shall be responsible for all other reporting requirements of the TPP Trust, including any reports the Trustee determines are necessary to be filed pursuant to the Corporate Transparency Act, H.R. 2513, 116th Cong. (2019).

(f) If after making all scheduled distributions and reserving funds for any final tasks, the TPP Trust is left with *de minimis* funds, the Trustee may donate such *de minimis* funds to an IRS accredited charity.

(g) After the dissolution of the TPP Trust and solely for the purpose of liquidating and winding up the affairs of the TPP Trust, the Trustee may continue to act as such until his/her duties have been fully performed.

(h) The Trustee shall consult with the TAC on (i) the general implementation and administration of the TPP Trust; (ii) the general implementation and administration of the TPP TDP; and (iii) such other matters as may be required under this Trust Agreement or the TPP TDP.

(i) Any good faith determination by the Trustee as to what actions are in the best interests of the TPP Trust shall be determinative, provided that the Trustee shall be required to obtain the consent of the TAC pursuant to the consent process set forth in Section 7.6(b) herein, in addition to any other instances elsewhere enumerated, in order to:

(i) determine, establish, or change any material aspect of the TPP TDP; provided, that no such determination, establishment, or change may be inconsistent with the terms of the Plan or the Confirmation Order;

(ii) establish and/or to make any material change to the new TPP Claim Form to be provided to TPPs under the TPP TDP; provided; that no such establishment or change may be inconsistent with the terms of the Plan or the Confirmation Order;

(iii) change the compensation of the Resident Trustee, or the Trustee, other than to reflect cost-of-living increases or as otherwise provided herein; provided, however, that any change to the compensation of the Resident Trustee shall also require the consent of the Resident Trustee;

(iv) take actions to minimize any tax on the TPP Trust Assets, provided that no such action may be taken if it prevents the TPP Trust from qualifying as a Qualified Settlement Fund within the meaning of the QSF Regulations and provided further that even if permitted by the Treasury Regulations governing Qualified Settlement Funds, no election shall be filed by or on behalf of the TPP Trust for the TPP Trust to be treated as a grantor trust for federal income tax purposes;

(v) amend any provision of this Trust Agreement or the TPP TDP in accordance with the terms thereof; provided that no such amendment shall (i) be in contravention of the Confirmation Order or the Plan (except to the extent that the Plan has been modified by the Confirmation Order), or (ii) impair or otherwise affect the terms of the Non-GUC Releases;

(vi) sell, transfer, or exchange TPP Trust Assets that are non-cash assets at such prices and upon such terms as the Trustee may consider proper, consistent with the other terms of this Trust Agreement; or

(vii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the TPP Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, unless prohibited by this Trust Agreement.

(j) The Trustee and the Resident Trustee shall, during the period that they serve in their respective roles under this Trust Agreement and following the termination of this Trust Agreement or their removal or resignation hereunder, not use for personal gain any material, non-public information of or pertaining to any of the Debtors or to any entity to which any of the TPP Trust Assets relate or which they have become aware of in their respective capacities as Trustee and Resident Trustee.

(k) The Trustee, upon notice from the TAC, if practicable in view of pending business, shall at its next meeting with the TAC consider issues submitted by the TAC for consideration by the TPP Trust. The Trustee shall keep the TAC reasonably informed regarding all aspects of the administration of the TPP Trust.

(l) Nothing contained in this Trust Agreement shall prevent the TPP Trust or its Trustee, in his/her discretion, from seeking Bankruptcy Court approval of any action to be undertaken by the TPP Trust or decision made by the TPP Trust, provided, however, that the Trustee shall not be required to seek such approval unless Bankruptcy Court approval is specifically required pursuant to the Governing Order and Filings, the TPP Trust Documents or the PPOC Trust Documents and provided further that no such action or decision shall impair, modify, or otherwise affect the enforceability, efficacy, scope or terms of the Non-GUC Release granted (or deemed granted pursuant to the Plan).

3.3 Claims Administration. The Trustee shall promptly proceed to implement the TPP TDP, subject to timely receipt of the initial payment to the TPP Trust and availability of funds.

SECTION IV

DISTRIBUTIONS

4.1 Timing and Amount of Distributions. The Trustee shall make TPP Distributions consistent with the terms of this Trust Agreement and the TPP TDP.

4.2 Location for Distributions; Notice of Change of Address. TPP Distributions shall be made by the Trustee (a) to the addresses set forth on the New TPP Claim (which may be the address of counsel to the holder of such TPP Claim), (b) to the addresses set forth in any written notices of address changes delivered to the Trustee by the holder of the TPP Claim after the submission of the New TPP Claim, or (c) at the discretion of the Trustee and in the event that the Trustee believes that circumstances warrant such treatment, pursuant to explicit and confirmed wire instructions provided to the Trustee by the party identified on the New TPP Claim as the party to receive TPP Distributions. Other procedures and requirements for TPP Distributions shall be governed by the TPP TDP.

SECTION V

ACCOUNTS, INVESTMENTS, AND PAYMENTS

5.1 Accounts

(a) The Trustee may, from time to time, create such accounts and reserves within the TPP Trust estate as he or she deems necessary, prudent, or useful in order to provide for the payment of expenses and the making of TPP Distributions to holders of Allowed TPP Claims and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as TPP Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” within the meaning of the Internal Revenue Code and the Treasury Regulations promulgated thereunder, a “disputed ownership fund” within the meaning of the Treasury Regulations promulgated under the Internal Revenue Code, or otherwise.

(b) The Trustee shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section V and, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account, and the payments from each such account in any reports to be provided to the TAC.

5.2 Investments. Any investment of monies held in the TPP Trust shall be determined by the Trustee, subject to the requirement that such investments are Permitted Investments.

5.3 Source of Payments

(a) All TPP Trust Operating Expenses, payments, TPP Distributions and any other payment liabilities with respect to TPP Claims shall be payable and/or made solely by the Trustee out of the TPP Trust Assets. Neither the Trustee nor any of the Trust Professionals, nor

the TAC or any of the TAC's or its Members' officers, employees, consultants, advisors, and agents, nor any Non-GUC Released Party shall be liable for the payment of any TPP Trust expense or any other liability of the TPP Trust, except to the extent explicitly provided for in the Governing Order and Filings. The Resident Trustee shall not be liable for the payment of any TPP Trust expense or liability of the TPP Trust.

(b) The Trustee shall include in its reporting to the TAC a reasonably detailed description of any payments made in accordance with this Section 5.3.

(c) The Trustee, with the consent of the TAC, shall establish and implement billing guidelines applicable to the Trustee and the TAC, as well as their respective professionals who seek compensation from the TPP Trust. In addition, unless another process is established pursuant to the preceding sentence, the Trustee shall submit invoices for his/her services to the TAC on a monthly basis, and the Members shall have ten (10) days from the date of such submission in which to notify the Trustee in writing of any objection to the invoice. If no written objection is timely received, the invoice shall be deemed approved and may be paid.

SECTION VI

TRUSTEE; RESIDENT TRUSTEE

6.1 Number. There shall be one (1) Resident Trustee and one (1) Trustee, who shall be the persons/entities named on the signature page hereof.

6.2 Term of Service: Trustee.

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 2.5(b) herein, (iii) his or her removal pursuant to Section 6.2(c) herein, or (iv) the termination of the TPP Trust pursuant to Section 9.2 subject to the provisions of subparagraph 3.2(h) hereof.

(b) The Trustee may resign at any time by written notice to the TAC and the trustee(s) of the PPOC Trust. Such notice shall specify a date on which such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the Bankruptcy Court on the motion of the TAC, in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section 3.2 herein, a consistent pattern of neglect and failure to perform or participate in performing the duties of a Trustee hereunder, or repeated nonattendance at scheduled meetings. Such removal shall take effect at such time as the Bankruptcy Court shall determine.

6.3 Appointment of Successor Trustee

(a) In the event of a vacancy in the Trustee position, whether by death, retirement, resignation, removal, or because the Trustee is otherwise unable to perform his or her functions as a Trustee, the vacancy shall be filled by a majority vote of the TAC. In the event that the TAC cannot appoint a successor Trustee, for any reason, the Bankruptcy Court shall select the successor Trustee on motion of the TAC.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers, and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) the expiration of his or her term, (ii) his or her death, (iii) his or her resignation, (iv) his or her removal, or (v) the termination of the TPP Trust pursuant to Section 9.2 hereof.

(d) The death, incapacity, resignation or removal of the Trustee shall not terminate the TPP Trust or revoke any existing agency created pursuant to this Trust Agreement or invalidate any action theretofore taken by the Trustee.

6.4 Liability of Trustee and Others. To the maximum extent permitted by the Act, the Trustee, the Resident Trustee, the TAC and its Members and the Additional Indemnitees shall not have or incur any liability for actions taken or omitted in such capacities or on behalf of the TPP Trust, except those acts found by Final Order to be arising out of his/her or its willful misconduct, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of his/her/its actions or inactions in such capacities, or on behalf of the TPP Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the TPP Trust or the TPP TDP or compliance with the Governing Order or Filings (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of his/her/its willful misconduct, gross negligence or fraud. Any valid indemnification claim of the Trustee, the Resident Trustee, the TAC and its Members and the Additional Indemnitees shall be satisfied from the TPP Trust, to the extent of available funds. The Trustee may, but shall not be obligated to, reserve TPP Trust funds for any claim for indemnification, and may seek a Bankruptcy Court order in connection with any indemnity or reserve issues. Except to the extent otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall have any liability or responsibility with respect to any indemnification or reimbursement obligations under this Trust Agreement.

6.5 Compensation and Expenses of Trustee

(a) The Trustee shall be compensated for all of his/her services hereunder at the rate of \$_____per hour, which rate may be increased annually consistent with the Trustee's ordinary hourly rate and increases in the same, upon notice to the TAC. For all non-working travel time in connection with TPP Trust business, the Trustee shall receive 50% of his customary hourly rate (as set forth above), which rate may be increased annually commensurate with the Trustee's ordinary hourly rate upon notice to the TAC.

(b) The TPP Trust will promptly reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his/her duties hereunder, which costs and expenses shall be paid as TPP Trust Operating Expenses.

(c) The Trustee shall be entitled to payment by the TPP Trust for time billed and expenses incurred through and including the Trustee's last day of service as Trustee, including services provided pursuant to subparagraph 3.2(h) hereof. In addition, the Trustee shall be entitled to payment by the TPP Trust for reasonable and necessary work done and costs incurred in preparation for the Effective Date.

(d) **Indemnification of Trustee and Others.**

(i) To the maximum extent permitted by the Act, the TPP Trust shall indemnify and reimburse the Trustee, the Resident Trustee, the TAC and its Members and the Additional Indemnitees for reasonable fees and expenses in defending any and all of their actions or inactions in such capacities, or on behalf of the TPP Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Governing Order and Filings and the TPP Trust Documents (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, gross negligence or fraud. Any valid indemnification claim of the Trustee, the Resident Trustee, the TAC and its Members and the Additional Indemnitees shall be satisfied from the TPP Trust, to the extent of available funds. The Trustee may, but shall not be obligated to, reserve TPP Trust funds for any claim for indemnification, and may seek a Bankruptcy Court order in connection with any indemnity or reserve issues. Except to the extent otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall have any liability or responsibility with respect to any indemnification or reimbursement obligations under this Trust Agreement.

(ii) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, the TAC and its Members, the Resident Trustee, or an Additional Indemnitee in connection with any action, suit, or proceeding, whether civil, administrative, or arbitral, from which they are indemnified by the TPP Trust pursuant to Section 6.5(d)(i) herein, shall be paid by the TPP Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the Member of the TAC, the Resident

Trustee, or the Additional Indemnitee (as applicable), to repay such amount in the event that it shall be determined ultimately by Final Order that the Trustee, the Member of the TAC, the Resident Trustee, or the Additional Indemnitee (as applicable) is not entitled to be indemnified by the TPP Trust.

(e) **Insurance.** The TPP Trust shall seek to purchase and maintain reasonable amounts and types of insurance on behalf of the Trustee and the TAC Members, including against liability asserted against or incurred by such individual in that capacity or arising from his/her/its status as a Trustee or Member.

(f) **Limited Recourse.** All Persons engaged in transactions with the TPP Trust, the Trustee or the Resident Trustee shall look only to the TPP Trust Assets (or to any insurance that may cover such claim) to satisfy any liability incurred in connection with the carrying out the terms of this Trust Agreement or other TPP Trust Documents.

(g) **Confirmation of Survival of Provisions.** Without limitation in any way of any provision of this Trust Agreement, the provisions of Sections 6.4 and 6.5 hereof shall survive the death, dissolution, liquidation, resignation, replacement, or removal, as may be applicable, of any of the Trustee, the Resident Trustee, the Members of the TAC, any of the Additional Indemnitees, or the termination of the TPP Trust or this Trust Agreement, and shall inure to the benefit of the heirs, successors, and assigns of the Trustee, the Resident Trustee, the Members, and the Additional Indemnitees.

6.6 Reliance. The Trustee, the Resident Trustee, the Members and the Additional Indemnitees may absolutely and unconditionally rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by the Trustee in good faith to be genuine and to have been signed or presented by the proper party or parties. In addition, neither the TPP Trust nor the Trustee shall be required to provide notice of the TPP Trust Claims Deadline to any entity that is not identified pursuant to Section 9.5(a).

6.7 Lien. The Trustee, the Resident Trustee, the Members and the Additional Indemnitees shall have a first priority lien upon the TPP Trust Assets to secure the payment of any amounts payable to them pursuant to this Agreement, including under this Section 6.8

The Trustee's Employment of Experts. The Trustee shall retain and/or consult with Trust Professionals deemed by the Trustee to be qualified and necessary, in his/her sole discretion, to assist the TPP Trust and the Trustee in fulfilling its/his/her responsibilities hereunder and may do so regardless of whether such party is affiliated with the TPP Trust or the Trustee in any manner (except as otherwise expressly provided in this Trust Agreement). In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of 12 Del. § 3806(e), the information, assessment or written opinion of any Trust Professional deemed by the Trustee to be an expert on the particular matter shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the information, assessment or written opinion provided by such party.

6.9 Trustee Independence. The Trustee shall not, during the term of his/her service as such, hold a financial interest in, act as attorney or agent for, or serve as an officer or any other professional for the Debtors or the Purchaser. In addition, the Trustee shall not act, in connection with this Bankruptcy Case, as attorney, agent or other professional for any person who holds a TPP Claim, and shall resign any such existing retention on or prior to the Effective Date.

6.10 No Bond. Neither the Trustee nor the Resident Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

6.11 Resident Trustee.

(i) There shall at all times be a Resident Trustee to serve in accordance with the requirements of the Act. The Resident Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware in accordance with section 3807 of the Act, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. The initial Resident Trustee shall be Wilmington Trust, National Association. If at any time the Resident Trustee shall cease to be eligible in accordance with the provisions of this Section 6.11, he/she/it shall resign immediately in the manner and with the effect hereinafter specified in Section 6.11(iii) herein. For the avoidance of doubt, the Resident Trustee will only have such rights and obligations as expressly provided by reference to the Resident Trustee hereunder. Any reference to a "Trustee" shall not include the Resident Trustee unless specifically indicated.

(ii) Notwithstanding anything to the contrary contained in this Trust Agreement and the other TPP Trust Documents, the Resident Trustee shall not be entitled to exercise any powers, nor shall the Resident Trustee have any of the duties and responsibilities, of the Trustee set forth herein. The Resident Trustee shall be one of the trustees of the TPP Trust for the sole and limited purpose of fulfilling the requirements of section 3807 of the Act and for taking such actions as are required to be taken by a Resident Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Resident Trustee shall be limited to (i) accepting legal process served on the TPP Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Resident Trustee is required to execute under section 3811 of the Act (acting solely at the written direction of the Trustee). To the extent that, at law or in equity, the Resident Trustee has duties (including fiduciary duties) and liabilities relating to the TPP Trust or the beneficiaries of the TPP Trust, such duties and liabilities are replaced by the duties and liabilities of the Resident Trustee expressly set forth in this Trust Agreement. The Resident Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Resident Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Resident Trustee shall not be answerable for the same other than in the event of its gross negligence, willful misconduct, or fraud. The Resident Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Resident Trustee provided that the Resident Trustee has acted in accordance with the written direction of the Trustee.

(iii) The Resident Trustee shall serve until such time as the Trustee removes the Resident Trustee or the Resident Trustee resigns, dies, or dissolves, as the case may be, and a successor Resident Trustee is appointed by the Trustee in accordance with the terms of Section 6.11(iv) herein. The Resident Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided, that such resignation shall not become effective unless and until a successor Resident Trustee shall have been appointed by the Trustee in accordance with Section 6.11(iv) herein. If the Trustee does not act within such sixty (60) day period, the Resident Trustee, at the expense of the TPP Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Resident Trustee. In the event that any amounts due and owing to the Resident Trustee under this Trust Agreement remain unpaid for more than ninety (90) days, the Resident Trustee shall be entitled to resign on thirty (30) days' notice regardless of whether a successor Resident Trustee has been appointed.

(iv) Upon the resignation or removal of the Resident Trustee, the Trustee shall appoint a successor Resident Trustee by delivering a written instrument to the outgoing Resident Trustee with a copy to the Members. Any successor Resident Trustee must satisfy the requirements of section 3807 of the Act. Any resignation or removal of the Resident Trustee and appointment of a successor Resident Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Resident Trustee to the outgoing Resident Trustee and the Trustee, except as specifically provided in Section 6.11(iii) hereof, and any undisputed unpaid fees and expenses due and owing to the outgoing Resident Trustee are paid. Following compliance with the preceding sentence, the successor Resident Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Resident Trustee under this Trust Agreement, with like effect as if originally named as Resident Trustee, and the outgoing Resident Trustee shall be discharged of his/her duties and obligations under this Trust Agreement. The outgoing Resident Trustee shall take such steps as are reasonably necessary, at the TPP Trust's expense, to insure an orderly transition to the new Resident Trustee. The Successor Resident Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the TPP Trust in accordance with section 3810 of the Act.

(v) The Resident Trustee shall neither be required nor permitted to attend meetings relating to the TPP Trust, unless attendance is specifically required by the Trustee.

(vi) The Resident Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement.

(vii) The TPP Trust will also promptly reimburse the Resident Trustee for all reasonable out-of-pocket costs and expenses, to the extent consistent with the fee agreement referenced in Section 6.11(vi) immediately above, incurred by the Resident Trustee in connection with the performance of its duties hereunder, which costs and expenses shall be paid as TPP Trust Operating Expenses.

(viii) The Resident Trustee shall be permitted to retain counsel only in such circumstances as specifically required in the exercise of its obligations hereunder, and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Resident Trustee in good faith and in compliance with such advice.

(ix) Notwithstanding anything herein to the contrary, any business entity into which the Resident Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Resident Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Resident Trustee, shall be the successor of the Resident Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(x) The Resident Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not an original or a copy of such agreement has been provided to the Resident Trustee. The Resident Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Resident Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the TPP Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Resident Trustee may assume performance by all such persons of their respective obligations. The Resident Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Resident Trustee shall have no responsibilities as to the validity, sufficiency, value, genuineness, ownership or transferability of any TPP Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

(xi) The Resident Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; provided that this section shall only apply if the circumstances resulting in such failure or delay could not have been prevented by commercially reasonable actions by the Resident Trustee.

SECTION VII

TRUST ADVISORY COMMITTEE

7.1 **Members.** As of the Effective Date, the TAC shall be comprised of [three (3)] Members. The initial Members shall be (a) _____, (b) _____, and (c) _____. During the existence of the TPP Trust, the TAC shall consist of not less than one Member and shall never consist of more than five Members.

7.2 **Duties.** A Member of the TAC shall serve in a fiduciary capacity, representing the interests of all holders of TPP Claims. The TAC shall have no fiduciary obligations or duties to any party other than such holders. The Trustee must consult with the TAC on matters identified in Sections 3.1, 3.2 and 3.3 herein and where provided in the TPP TDP, certain other actions by the Trustee may also be subject to the consent of the TAC. Except for the duties and obligations expressed in this Trust Agreement and the TPP TDP, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TAC. To the extent that, at law or in equity, the TAC has duties (including fiduciary duties) and liabilities relating thereto to the TPP Trust, the other Parties hereto or any beneficiary of the TPP Trust, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are replaced by the duties and liabilities of the TAC expressly set forth in this Trust Agreement and the TPP TDP.

7.3 **Term of Office**

(a) Each Member of the TAC shall serve until the earlier of (i) his or her death, (ii) his, her or its resignation pursuant to Section 7.3(b) herein, (iii) his, her or its removal pursuant to Section 7.3(c) herein, or (iv) the termination of the TPP Trust pursuant to Section 9.2 herein.

(b) **Resignation.** A Member of the TAC may resign at any time by written notice to the other Members, if any, and to the Trustee. Such notice shall specify a date by which the resignation shall become effective, which shall not be less than sixty (60) days after the date such notice is given. In connection with such resignation, the Member may, by written notice to the other Members, if any, and to the Trustee, (i) designate an individual or entity to succeed him, her or it, as set forth in Section 7.3(d)(i), or (ii) state that he, she or it is not designating a successor.

(c) **Removal.** A Member or Member's representative may be removed in the event that he or she becomes unable to discharge his, her or its duties hereunder due to accident, physical deterioration, mental incompetence (for individuals), or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such Member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause (for individuals and entities). Such removal may be made by the Trustee, with the consent of the other Members, if any, or by the Bankruptcy Court upon motion of the Trustee or the other Members, if there is not agreement between the Trustee and the other Members.

(d) **Appointment of Successors.**

(i) If, prior to the termination of service of a Member of the TAC, other than as a result of removal, he, she or it has designated in writing an individual or entity to succeed him, her or it as a Member of the TAC, such individual or entity

shall be his or her successor, provided that such successor is or represents a beneficiary of the TPP Trust.

(ii) If no successor is appointed pursuant to Section 7.3(d)(i) or if the Member is removed pursuant to Section 7.3(c) herein, the successor will be appointed by the Trustee with the consent of any Members remaining at the time of appointment, or if such Members cannot agree on a successor, the Trustee with the approval of the Bankruptcy Court.

(iii) Each successor Member shall serve until the earlier of (i) his or her death, (ii) his, her or its resignation pursuant to Section 7.3(b) herein, (iii) his, her or its removal pursuant to Section 7.3(c) herein, or (iv) the termination of the TPP Trust pursuant to Section 9.3 herein. No successor Member shall be liable personally for any act of omission of his, her or its predecessor Member. No successor Member shall have any duty to investigate the acts or omissions of his, her or its predecessor Member. Neither the TAC nor any Member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

7.4 TAC's Employment of Professionals. The TAC may retain its own counsel by unanimous decision of its Members in the event that the TAC determines that it must make a motion to the Bankruptcy Court pursuant to this Trust Agreement.

(a) **Payment of TAC Professionals.** The TPP Trust will promptly reimburse, or pay directly, if so instructed, the TAC for all reasonable and necessary fees and costs associated with the TAC's employment of counsel pursuant to Section 7.4 hereof, subject to the terms set forth in this Section 7.4(a). Prior to engaging such TAC counsel, the TAC must submit to the Trustee a statement setting forth (i) the reasons why the TAC desires to employ such TAC counsel, (ii) the qualifications of the TAC counsel to address the issue or issues, and (iii) the estimated cost (including fees and expenses) of such TAC counsel's services. The Trustee shall have five (5) business days from receipt of such statement to notify the TAC in writing that (i) the TPP Trust agrees to the engagement, and will reimburse or pay directly, the fees and costs up to the estimated amount as a TPP Trust Operating Expense, or (ii) that the TPP Trust declines to pay for the TAC counsel. If the TPP Trust declines to pay for the TAC counsel, the Trustee must set forth its reasons in writing. If the TAC still desires to employ the TAC counsel at the TPP Trust's expense, the TAC may seek resolution of the dispute by the Bankruptcy Court, provided that such application by the TAC to the Bankruptcy Court shall not be an expense payable by the TPP Trust.

(b) **Privilege.** In the event that the TAC retains counsel and irrespective of whether the TPP Trust pays such counsel's fees and related expenses, any communications between the TAC and such counsel shall be deemed to be within the attorney-client privilege and protected by section 3333 of Title 12 of the Delaware Code.

7.5 Expenses of the TAC. The TPP Trust will reimburse the Member(s) of the TAC for all reasonable out-of-pocket costs and expenses incurred in connection with the performance

of their duties hereunder, consistent with Section 3.1(c)(x) hereof. Such reimbursement or direct payment shall be deemed a TPP Trust Operating Expense.

7.6 Procedures for Consulting with or Obtaining Consent of the TAC.

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the TAC pursuant to Section 3.1(c)(xvii) or Section 3.2(h) herein regarding the TPP TDP or otherwise, the Trustee shall provide the TAC with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC with such reasonable access to the Trust Professionals and other experts retained by the TPP Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such matter, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(ii) In determining when to take definitive action on any matter subject to the consultation process set forth in this Section 7.6(a), the Trustee shall provide the TAC with such reasonable prior written notice as is practicable, and shall provide not less than five (5) business days' prior written notice unless exigent circumstances warrant a shorter notice period, but not less than one (1) business day absent TAC consent.

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the TAC pursuant to this Trust Agreement, the Trustee shall provide the TAC with a written notice stating that its consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the TAC as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC with such reasonable access to the Trust Professionals and other experts retained by the TPP Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) The TAC must consider in good faith and in a timely fashion any request for their consent by the Trustee and must in any event advise the Trustee in writing of its consent or objection to the proposed action within the time specified by the Trustee, or within such additional time as the Trustee and TAC may agree. The TAC may not withhold its consent unreasonably. If the TAC decides to

withhold its consent, it must explain in detail its objections to the proposed action. If the TAC does not advise the Trustee in writing of its consent or objections to the proposed action within the time specified by the Trustee (or any additional time period agreed to by the Trustee), then consent of the TAC to the proposed action shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this Section, the TAC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the TAC shall resolve their dispute pursuant to Section 9.14. The TAC shall bear the burden of proving that it reasonably withheld its consent. If the TAC meets that burden, the TPP Trust shall then bear the burden of showing why it should be permitted to take the proposed action notwithstanding the TAC's reasonable objection.

(c) The Trustee may consult with Trust Professionals and may rely, in good faith, on the advice thereof, and shall not be liable for any action taken or omitted to be taken in good faith and in accordance with the advice thereof.

SECTION VIII

THIRD PARTY RIGHTS; LIMITATION OF LIABILITY

8.1 Limited Recourse. All persons and entities (including any Trust Professionals) engaged in transactions with the TPP Trust, the Trustee and/or the Resident Trustee shall look only to the TPP Trust Assets (or to any insurance that may cover such liability) to satisfy any liability of the TPP Trust, Trustee, or Resident Trustee incurred in connection with this Trust Agreement, the TPP TDP or otherwise.

8.2 Parties Dealing With the Trustee. In the absence of actual knowledge to the contrary, any person dealing with the TPP Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trust Professionals to act in connection with the TPP Trust Assets.

SECTION IX

GENERAL PROVISIONS

9.1 Irrevocability. To the fullest extent permitted by applicable law, the TPP Trust is irrevocable.

9.2 Term; Termination.

(a) The term for which the TPP Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of Section 9.2(d) herein. In the event that the Certificate of Trust is filed after the Effective Date, the Trustee, on advice of Trust Professionals, may deem the commencement date to be the date of such filing or the Effective Date.

(b) The TPP Trust shall automatically dissolve on the date (the “**Dissolution Date**”) ninety (90) days after the Trustee decides, with the consent of the TAC, to dissolve the TPP Trust upon completion of its duties and the satisfaction of the purposes of the TPP Trust, and wherein (A) all TPP Claims duly filed with the TPP Trust have been addressed and if Allowed, paid or otherwise resolved to the extent provided in this Trust Agreement and the TPP TDP, and (B) at least twelve (12) consecutive months have elapsed from the last payment to the TPP Trust from the PPOC Trust.

(c) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the TPP Trust’s affairs by the Trustee and completion of his/her duties pursuant to Section 3.2(h) hereof and payment of all the TPP Trust’s liabilities have been provided for as required by applicable law including section 3808 of the Act, all monies remaining in the TPP Trust shall be given to charitable organization(s) exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustee using his or her reasonable discretion. Notwithstanding any contrary provision of the Governing Order and Filings or the TPP Trust Documents, this Section 9.2(c) cannot be modified or amended. Following the dissolution and distribution of the TPP Trust Assets and the termination of the TPP Trust, the Resident Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the TPP Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the TPP Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(e) After the termination of the TPP Trust, the Trustee shall retain for a period of twelve (12) months the books, records, certificates and other documents and files which shall have been delivered to or created by the Trustee. The Trustee may, in his/her discretion, terminate the TPP Trust website upon the termination of the TPP Trust or shortly thereafter, and a back-up of the data on the website shall be provided to the Trustee on a hard drive so that the Trustee will be able to preserve the website data for the same twelve (12) month period. At the Trustee’s discretion, all such records and documents may, but need not, be destroyed at any time after twelve (12) months from the completion and winding up of the affairs of the TPP Trust. For the avoidance of doubt, the limitations on liability contained in Section 6.4 hereof shall apply to actions taken by the Trustee consistent with this Section 9.2.

9.3 Amendments.

(a) The Trustee, after consultation with the TAC, and subject to the majority consent of the TAC, may modify or amend this Trust Agreement, except as otherwise specifically stated in this Trust Agreement. The Trustee, after consultation with the TAC, and subject to the consent of the TAC, may modify or amend the TPP TDP; provided, however, that no amendment to the TPP TDP shall (i) be inconsistent with this Trust Agreement, (ii) have a material and adverse effect on entitlements to TPP Distributions of Allowed TPP Claims, (iii) be inconsistent with the provisions limiting amendments to that document provided therein, or (iv) be inconsistent with the terms of the Plan or the Confirmation Order. Any modification or amendment made pursuant to this Section 9.3(a) must be done in writing. Notwithstanding anything contained in this Trust Agreement or the TPP TDP to the contrary, neither this Trust Agreement or the TPP TDP shall be modified or amended in any way that could jeopardize,

impair, modify or otherwise affect the scope, efficacy or enforceability of the Confirmation Order or the Non-GUC Releases, (in the latter case, except as permitted in the Plan) or the treatment of the TPP Trust as a Qualified Settlement Fund within the meaning of the QSF Regulations. Any amendment affecting the rights, duties, immunities or liabilities of the Resident Trustee shall require the Resident Trustee's written consent.

(b) Notwithstanding anything in the TPP Trust Documents, including this Trust Agreement, the PPOC Trust Documents, or in any document submitted to the Trustee pursuant thereto to the contrary, under no circumstances shall the terms of the Non-GUC Release be amended or modified by any party or signatory thereto in any manner to exclude any person or entity that is, as of the date hereof, a Non-GUC Released Party, from receiving any of the benefits contemplated to be received by Non-GUC Released Parties pursuant to the Non-GUC Release, in each case as such Non-GUC Release exist as of the date hereof.

9.4 Severability. If any term, provision, covenant or restriction contained in this Trust Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Trust Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9.5 Notices and Notice Information.

(a) On or before the Effective Date, PLC, or (at PLC's direction) the PLC's claims and noticing agent shall provide the Trustee with (i) a copy of the claims register of TPP Claims and electronic copies of such claims, together with a service list that includes e-mail addresses and the names of individual contact people (if available) in a format easily convertible to mailing labels; and (ii) a complete list of the TPPs that timely and properly conditionally granted (or were deemed to conditionally grant) Non-GUC Releases, and a certification that the list is complete and accurate.

(b) Notice of the TPP Trust Claims Deadline shall be given to claimants that timely filed Initial Claims and identified themselves as Third-Party Payors in those Initial Claims. Notice shall be given by first-class mail or e-mail at the addresses provided to the Trustee by PLC, or (at PLC's direction) the Debtors' claims and noticing agent, and such information shall be drawn from the Initial Claims and any amendments or notices of change of address with respect thereto.

(c) Notices to persons that have properly submitted New TPP Claim Forms shall thereafter be given by first class mail or by e-mail at the address for notice appearing on such claimant's New TPP Claim Form (which may be the address or e-mail address of counsel or other representative), as reflected on the books kept by or on behalf of the Trustee. Such service list shall include e-mail addresses and the names of individual contact people (if available) and shall be in a format easily convertible to mailing labels.

(d) Notice or other communications to the Trustee or the TPP Trust shall be in writing and delivered by hand, by overnight courier (signature required upon receipt) or if authorized by the Trustee, by e-mail, to _____:

TPP Trust

Alan D. Halperin, Trustee
Halperin Battaglia Benzija, LLP
40 Wall Street, 37th floor
New York, NY 10005
Ahalperin@halperinlaw.net

With a copy to:

Donna H. Lieberman, Esq.
Halperin Battaglia Benzija, LLP
40 Wall Street, 37th floor
New York, NY 10005
dlieberman@halperinlaw.net

(e) Notice or other communications to the Resident Trustee shall be in writing and delivered by hand, by overnight courier (signature required upon receipt) or if authorized by the Resident Trustee, by e-mail, to:

Wilmington Trust, National Association
1100 N. Market Street
Wilmington, DE 19890
Attn. David Young
Email: DYoung@wilmingtontrust.com

(f) Notice or other communications to the TAC and its Members shall be in writing and delivered by hand, by overnight courier (signature required upon receipt) or, by e-mail, to:

[ADD]

(g) Notice or other communications to the PPOC Trustee or the PPOC Trust shall be in writing and delivered by hand, by overnight courier (signature required upon receipt) or, by email, to:

[ADD]

(h) [Notice or other communications PLC shall be in writing and delivered by hand, by overnight courier (signature required upon receipt) or, by e-mail, to:

[ADD]

(i) All such notices and communications shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

9.6 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the TPP Trust, the TAC, the Trustee, the Resident

Trustee and their respective successors and assigns, except that neither the Trustee nor the TAC Members may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Trustee in accordance with Section 6.3 herein, and in the case of the TAC Members in accordance with Section 7.3 herein.

9.7 Third-Party Beneficiaries. Notwithstanding anything to the contrary herein or otherwise, to the extent that any of the releases referenced herein inure to the benefit of the Purchaser, the Purchaser shall be a third-party beneficiary with rights of enforcement in accordance with Section 9.3(b) herein, and any amendment or waiver of Section 9.3(b) or this Section 9.7 shall require the written consent of the Purchaser. The Released Parties shall be third-party beneficiaries with rights of enforcement with respect to Section 9.3 solely to the extent any proposed amendment or other modification adversely impacts or purports to adversely impact the efficacy or enforceability of the injunctions or releases issued, granted, or deemed to have been granted in connection with this Trust Agreement, the Plan and the Confirmation Order, or otherwise granted or deemed to be granted by holders of TPP Claims.

9.8 Limitation on Claim Interests for Securities Laws Purposes. The interests of the Beneficial Owners shall be uncertificated and reflected only on the records of the TPP Trust. Such interests are not negotiable and not transferable except (a) pursuant to applicable laws of descent and distribution (in the case of a deceased individual Beneficial Owner) or (b) by operation of law in the event of a merger of a Beneficial Owner with another legal entity. The Trustee shall not be required to record any transfer which, in the Trustee's sole discretion, may be construed to create any uncertainty or ambiguity as to the identity of the holder of the interest in the TPP Trust. Until a transfer is, in fact, recorded on the books and records maintained by the TPP Trust for the purpose of identifying Beneficial Owners, the Trustee, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make TPP Distributions and send communications as though he or she has no notice of any such transfer, and in so doing the Trustee shall be fully protected and incur no liability to any purported transferee or any other person or entity. The Beneficial Owners shall not possess any voting rights and shall not be entitled to receive any dividends or interest with respect to or on account of their interests in the TPP Trust or TPP Trust Assets.

9.9 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the Governing Order and Filings and the TPP Trust Documents, and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity. Except as otherwise provided in this Trust Agreement, nothing herein is intended or shall be construed to confer upon or give any person other than the parties hereto and the beneficiaries any rights or remedies under or by reason of this Trust Agreement.

9.10 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

9.11 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and therefore shall not be applicable to the TPP Trust, the Trustee, the Resident Trustee, the TAC and its Members, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Resident Trustee, the TAC, or set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the TPP Trust.

9.12 Settlor's Representative and Cooperation. The PPOC Trust is hereby irrevocably designated as the Settlor and is hereby authorized to take any action required of the Settlor in connection with the creation of this Trust.

9.13 [Reserved].

9.14 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the TPP TDP among the Parties may be brought before the Bankruptcy Court, or upon agreement of the Parties to the dispute, may be resolved by submission of the matter to an alternative dispute resolution ("**ADR**") process with a single mutually agreed mediator selected among: (i) _____ (ii) _____ or (iii) _____ (of the foregoing being the "**Mediator**"), provided, however, that claims disputes shall be addressed as set forth in the TPP TDP and in no other manner. Should any Party to the ADR process be dissatisfied with the decision of the Mediator, that Party may apply to the Bankruptcy Court for judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be *de novo*. In the event that the dispute is submitted to the ADR process but is not resolved within sixty (60) days of the engagement of the Mediator and the Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR process, the Trustee shall have the discretion to opt out of the ADR process and seek resolution of the dispute in the Bankruptcy Court. The amounts payable to the mediator or mediation firm shall be shared equally among the Parties to the dispute (other than by the Resident Trustee), unless otherwise agreed by such Parties. [Nothing contained herein shall

preclude or prevent the Trustee from bringing any matter relating to the TPP Trust and the rights and obligations of the TPP Trust before the Bankruptcy Court, and the Trustee's authority to seek a determination of the Bankruptcy Court with respect to any such matter is specifically reserved.]. The mediation and/or any other ADR proceedings shall not affect the terms of the Non-GUC Release. Notwithstanding the foregoing, the provisions of this Section 9.14 concerning the use of an ADR process shall not apply with respect to any disputes involving the Debtors, Purchaser Parent, or any other Non-GUC Released Party, which disputes shall be submitted solely to the Bankruptcy Court.

9.15 Jurisdiction, Enforcement and Administration. The provisions of the Governing Order and Filings and the TPP Trust Documents shall be enforced by the Bankruptcy Court, except as otherwise specifically stated therein. The Parties hereby acknowledge and agree that the Bankruptcy Court shall have continuing exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes that arise under this Trust Agreement or the TPP TDP and are not resolved by alternative dispute resolution in accordance with Section 9.14, until such time as all of the Chapter 11 Cases are closed. In the event that all of the Chapter 11 Cases are closed, the Trustee or any holder of a TPP Claim] shall have the right to move to re-open the Chapter 11 Cases or alternatively, to bring the dispute(s) before the courts of the State of Delaware, including any federal court located in the State of Delaware.

9.16 Certain Matters Related to Canada. Notwithstanding anything to the contrary herein or otherwise (a) the Trustee(s) and the Resident Trustee are not, and will at no time be, resident in Canada for purposes of the Income Tax Act (Canada), (b) the management, administration, and operation of the TPP Trust by the Trustee, the Resident Trustee, or any other Person responsible for the management, administration, and operation of the TPP Trust, and the exercise of any power or authority by or on behalf of the TPP Trust (by any trustee or otherwise), will occur outside of Canada, and (c) the TPP Trust shall not be settled by a resident of Canada for purposes of the Income Tax Act (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the Income Tax Act (Canada) to the TPP Trust.

9.17 Effectiveness. This Trust Agreement shall not become effective until the Effective Date.

9.18 Counterpart Signatures. This Trust Agreement may be signed by the parties hereto in counterparts, and by different parties on separate counterparts (including by PDF transmitted by e-mail) and each such counterpart shall be deemed to be an original, and all such counterparts, when taken together, shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this _____
day of _____, 2024.

PPOC TRUST

By: _____

TRUSTEE, TPP TRUST

Name: _____

Dated: _____

RESIDENT TRUSTEE, TPP TRUST

Wilmington Trust, National Association

By: _____

Name and Title: _____

Dated: _____

[PLC]

[Solely for purposes of Section 9.5]

The following entities have consented to serve on the TAC, as evidenced by their signatures below.

TAC MEMBERS:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

TPP TDP, including New TPP Claim Form and Appendices

THIRD-PARTY PAYOR OPIOID CLAIM FORM

This form is only for holders of TPP Claims, as defined in the [•] Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors (as modified, amended or supplemented from time to time, and together with all exhibits and schedules thereto, the “Plan”).

The Plan defines TPP Claims as follows:

“any and all Present Private Opioid Claims against any of the Debtors that (a) arose before August 16, 2022; and (b) are held by Present Private Opioid Claimants that are TPPs (e.g., health insurers, employer-sponsored health plans, union health and welfare funds, or any other providers of health care benefits, and any third-party administrators) including any Claims based on the subrogation rights of holders hereof that are not held by a Governmental Authority; provided that, notwithstanding the foregoing, Claims in respect of government plans which Claims are asserted through (i) a private TPP; or (ii) any carrier of a federal employee health benefits plan, in each case, are TPP Claims”

If you are a TPP and want to have your TPP Claim(s) considered by the TPP Trust that came into existence upon the Effective Date of the Plan, you or your authorized representative must complete and submit this form (this “New TPP Claim Form”) so that it is received on or before [_____] (the “TPP Trust Claims Deadline”). You may file your New TPP Claim Form using any of the following methods:

If by E-Submission:	If by hand delivery or overnight mail:
Go to www.EndoTPPTrust.com and click on the “Submit a TPP Claim” link	Endo/TPP Opioid Claims c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232
	If you plan to hand deliver your Claim Form to Kroll’s office, please email _____ at least one business day in advance to arrange delivery.

Instructions regarding how to calculate the amount of your New TPP Claim are attached to this New TPP Claim Form.

For questions regarding this New TPP Claim Form, please (i) call _____ (toll free), (ii) call +1 (646) 561-3224 (international), (iii) email _____ or (iv) visit www.EndoTPPTrust.com .

FAILURE TO SUBMIT THIS NEW TPP CLAIM FORM BY THE TPP TRUST CLAIMS DEADLINE WILL RESULT IN THE AUTOMATIC DISALLOWANCE OF YOUR TPP CLAIM(S) AND MEAN THAT YOU ARE NOT ENTITLED TO ANY DISTRIBUTION FROM THE TPP TRUST ON ACCOUNT OF SUCH CLAIM(S), REGARDLESS OF WHETHER OR NOT YOU HAVE PREVIOUSLY FILED A PROOF OF CLAIM IN THE BANKRUPTCY CASE.

PURSUANT TO THE PLAN, ALL TPP CLAIMS AGAINST THE DEBTORS IN THE BANKRUPTCY CASE WILL BE CHanneled TO THE TPP TRUST UPON THE EFFECTIVE DATE, AND THE

ONLY POTENTIAL SOURCE OF DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS WILL BE DISTRIBUTIONS FROM THE TPP TRUST.

Part 1: Identify the Claim	
1. Name of the current creditor	_____ Name of the entity to be paid for this claim (including other names the creditor used with the debtors, including d/b/a)
2. Did the creditor file a claim in these cases prior to the Effective Date?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, claim number of that claim or claims: _____
3. Did the creditor previously file a claim after the Effective Date?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, claim number of that claim or claims: _____
4. To your knowledge, has anyone else filed a claim on behalf of this creditor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the filer and claim number Filer: _____ Claim number: _____
4. Last 4 digits of creditor's federal tax identification number (FEIN)	FEIN: ____ _

Part 2: Contact Info for Notices and Distributions

<p>1. Who should receive notice?</p>	<p>Name: _____ First name Middle name Last name</p> <p>Title: _____</p> <p>Company: _____ Identify the corporate servicer as the company if the filer is a duly authorized servicer</p> <p>Address: _____ Number Street</p> <p>_____</p> <p>City State Zip code</p> <p>Phone Number: _____</p> <p>E-mail Address: _____ (required)</p>
<p>2. Where should Distributions be sent?</p>	<p>Name: _____ First name Middle name Last name</p> <p>Title: _____</p> <p>Company: _____ Identify the corporate servicer as the company if the filer is a duly authorized servicer</p> <p>Address: _____ Number Street</p> <p>_____</p> <p>City State Zip code</p> <p>Phone Number: _____</p> <p>E-mail Address: _____ (required)</p>

Part 3: Amount of TPP Claim and Release Election	
1. Total amount of the claim, as calculated by the instructions that begin on page ___ herein.	Claim Amount: \$ _____ [Should be the same as item b. below.]
2. Components of New TPP Claim, per instructions for calculation.	a. Number of prescriptions paid or reimbursed, in whole or in part, by the TPP claimant for its members drugs identified on NDC list attached as Appendix A, during period January 1, 2008 through August 16, 2022: _____ b. The total dollars paid by the TPP claimant for the prescriptions identified above: _____ c. The number of the claimant’s plan members, subscribers, or covered dependents prescribed drugs identified on NDC List on Appendix A between January 1, 2008 and August 16, 2022. (Note: Count each member only once regardless of the number of prescriptions they had): _____ d. The total number of members, subscribers, and covered dependents covered by claimant’s plan or administered by your plan as of January 1, 2022: _____
3. If any of the numbers provided in response to Questions 1 or 2 hereof require an explanation, please provide here.	_____ _____ _____ _____ _____ _____
4. Time period or periods between January 1, 2008 and August 16, 2022 covered by this claim.	Beginning date: _____; ending date: _____ Beginning date: _____; ending date: _____
5. Final release election for creditor that conditionally granted or was deemed to conditionally grant a	<input type="checkbox"/> Check this box to GRANT the Non-GUC Releases contained in Section 10.3 of the Plan and be eligible to receive an additional payment in the event that your TPP Claim is Allowed in part or in full.

**release in connection
with Plan voting.**

Check this box to OPT OUT OF GRANTING the Non-GUC Releases contained in Section 10.3 of the Plan. **IF YOU OPT OUT OF GRANTING THE NON-GUC RELEASES, YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY ADDITIONAL PAYMENTS.**

IF YOU GRANTED OR WERE DEEMED TO GRANT CONDITIONAL NON-GUC RELEASES IN CONNECTION WITH PLAN VOTING AND YOU TIMELY RETURN THIS NEW CLAIM FORM BUT DO NOT CHECK EITHER OF THE BOXES ABOVE, YOU WILL BE DEEMED TO HAVE GRANTED THE NON-GUC RELEASES.

Part 4: Sign Below

The person completing this New TPP Claim must sign and date it.

If you file this claim electronically, FRBP 5005(a)(2) establishes a local rule specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor
- I am the creditor's attorney
- I am the creditor's authorized representative

I understand that an authorized signature on this *New TPP Claim Form* serves as an acknowledgement and certification that when calculating the amount of the claim, the TPP on whose behalf the form is submitted has complied with the TPP Claim Calculation Methodology¹ set forth in the Instructions.

I have examined the information in this *New TPP Claim Form* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Print the name of the person who is completing and signing this form

Name:

First name Middle name Last name

Title: _____

Company: _____

Identify the corporate servicer as the company if the filer is a duly authorized servicer

Address: _____

Number Street

City State Zip code

E-mail: _____

¹ This is alternatively referred to as the Maximum Eligible Amount Calculation Methodology.

INSTRUCTIONS FOR NEW TPP CLAIM FORM

Overview of How to Calculate Your TPP Claim

Each TPP Claimant (also referred to as “You” or “Your” throughout) shall provide information responsive to the questions set forth below, which shall set forth, *inter alia*, the total amount of Your Endo-Related Opioid Spend (as defined below). You are also required to certify that You used the TPP Claim Calculation Methodology, as set forth below, to arrive at the amount. Each TPP Claimant, if and when requested by the TPP Trustee, shall provide supporting documentation and data, in the requested format, underlying the TPP Claimant’s calculation of its Endo-Related Opioid Spend, sufficient to enable confirmation of the amounts asserted.

The TPP Claim Calculation Methodology

For the period from January 1, 2008 through August 16, 2022, You must provide the following:

- a. The number of prescriptions paid or reimbursed, in whole or in part, by the TPP Claimant for its members who were prescribed one or more of the drugs identified on the NDC List, attached as Appendix A.
- b. The total final dollars paid by Your plan for the prescriptions identified in a above. This is the amount of Your New TPP Claim (Part 3, question 1 of the TPP Claim Form) and is referred to as your “Endo-Related Opioid Spend.”

Confirmation that the New TPP Claim Form has been filed

If you are submitting your claim by hand or by overnight mail and want to receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this completed form.

Information that is entitled to privacy.

The New TPP Claim Form and any attached documents must show only the last 4 digits of any tax identification number, or a financial account

number. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of any individual’s confidential health care information. You may later be required to give more information if the TPP Trustee so requests.

Redaction of information: Redaction is the masking, editing out, or deleting of certain information to protect privacy. Filers may redact or leave out information entitled to privacy on the New TPP Claim Form and any attached documents.

Other Information for TPPs.

You shall provide information reasonably available to You and are not excused from providing the requested information for failure to appropriately investigate Your claim. You shall supplement Your responses if You learn that they are incomplete or incorrect in any material respect. You may append one or more pages to provide or supplement your responses hereto. If the TPP Trustee discovers that you failed to supplement your responses as required hereby, the TPP Trustee may determine to Disallow your TPP Claim in whole or in part, or require you to refund all or a portion of any Distribution you received from the TPP Trust, and by returning this New TPP Claim Form, you consent to such rights and agree to cooperate in good faith to effect them.

The documents that support your calculations need not be submitted with the New TPP Claim Form. However, the TPP Trustee shall have the right to require that you provide such documentation promptly upon request.

Part 3, Question 5: The Granting of Non-GUC Releases.

A TPP that conditionally granted or is deemed to have conditionally granted Non-GUC Releases in connection with the Plan ballot should complete this question. If the TPP checks the box indicating that it grants the Non-GUC

Releases or timely returns this form but does not answer this question, the conditional grant of such releases will become a final grant. If the TPP checks the “opt-out” box, it has declined to grant the Non-GUC Releases.

Additional Instructions for the Filers of Consolidated Claims.

It is anticipated that some health plan administrators may administer the health plans or prescription drug plans of more than one TPP, and may submit a consolidated claim that includes the claims of numerous TPPs. The filers of consolidated claims are directed to visit [website info] for access to both the New TPP Claim Form and the Excel template for consolidated claims that must accompany the New TPP Claim Form. The filer should then send an email to the Kroll Claim Team at _____ to request access to Kroll’s secure file sharing site (“Files Anywhere”) via a unique upload link that the filer will use to submit the consolidated claim (i.e., both the New TPP Claim Form and the completed Excel template).

The New TPP Claim Form.

In Part 3 of the New TPP Claim Form, the filer of the consolidated claims shall provide the answers to questions 1 and 2 (a) and (b) on an aggregated basis.

The Excel Template.

The completed Excel template for consolidated claims shall include:

- 1.** The names or unique identifiers for each of the TPPs included in the consolidated New TPP Claim Form;
- 2.** For each TPP, answers to the questions in Part 2 of the New TPP Claim Form, if different from what appears on the consolidated New TPP Claim Form;
- 3.** For each TPP, the answer to question 1 in Part 3 of the New TPP Claim Form (the

amount of the TPP Claim asserted by that TPP);

- 4.** For each TPP, the answer to question 4 in Part 3, if different from what appears on the consolidated New TPP Claim Form.

The filer of a consolidated TPP Claim need **not** provide answers on the Excel spreadsheet on a TPP-by-TPP basis to Part 3, question 2 (a) through (d) of the New TPP Claim Form. However, the Trustee reserves the right to require the submission of such information.

If a filer uses unique identifiers rather than TPP names in the Excel submission it uploads using its link from Kroll, it shall also be required to promptly provide the Trustee with a version of the Excel spreadsheet that provides the names of the TPPs included in the consolidated claim.

The filer of a consolidated claim is also required to provide a signed certification confirming that it is duly authorized to assert a TPP Claim on behalf of each of the TPPs included in the consolidated claim.

The filer can respond to Question 5 in Part 3 of the New TPP Claim Form on a consolidated basis, if all of the TPPs included in the consolidated claim previously granted or are deemed to have granted conditional releases, and all are granting the Non-GUC Releases on a final basis on the claim form. If some but not all of the TPPs are granting the final releases, the filer should add a column to its Excel submission, to indicate each TPP’s response to that question.

If the filer is authorized by contract with the TPPs or otherwise to receive the Distributions made by the TPP Trust on account of the claim submitted, only the filer will be required to provide the (i) last four digits of its taxpayer identification number and (ii) a completed IRS form W-9 to the TPP Trust. The W-9 form need not be submitted as part of the claim, but it is due by or before the TPP Trust Claims Deadline.

APPENDIX A: NDC LIST

TO BE ADDED

Exhibit B

Certificate of Trust

Exhibit 2-J

Third-Party Payor Trust Distribution Procedures

*SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**ENDO THIRD-PARTY PAYOR OPIOID TRUST
DISTRIBUTION PROCEDURES**

Dated as of _____, 2024

TABLE OF CONTENTS

[to be added]

EXHIBITS TO TPP Trust Distribution Procedures

EXHIBIT 1: New TPP Claim Form with instructions for single claims and consolidated claims

Appendix A to Claim Form: NDC List

EXHIBIT 2: IRS Form W-9¹

¹ Non-U.S. TPPs, if any, should refer to the official IRS website — www.irs.gov — to determine which version of IRS form W-8 must be completed by that TPP.

**ENDO/ THIRD-PARTY PAYOR OPIOID TRUST DISTRIBUTION
PROCEDURES
(“TPP TDP”)**

A. OVERVIEW/DEFINITION OF TPP CLAIM.

On August 16, 2022 (the “**Petition Date**”), Endo International plc and certain of its affiliates (including any later filed affiliate debtors and debtors in possession, the “**Debtors**” or “**Endo**”) filed for protection under Chapter 11 of the United States Bankruptcy Code in the Bankruptcy Court for the Southern District of New York. The cases are administered under case number 22-22549, and the case docket can be viewed on the Bankruptcy Court’s site or on the website of the Debtors’ claims and noticing agent, which is at <https://restructuring.ra.kroll.com/endo/Home-DocketInfo>.

The Third-Party Payor Opioid Trust (the “**TPP Trust**”) is a trust that is to be established in accordance with the [•] Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors [Dkt. No. _____] (as the same may be amended or modified from time to time, the “**Plan**”)² to administer TPP Claims.

The Plan defines TPP Claims as:

“any and all Present Private Opioid Claims against any of the Debtors that (a) arose before August 16, 2022; and (b) are held by Present Private Opioid Claimants that are TPPs (e.g., health insurers, employer-sponsored health plans, union health and welfare funds, or any other providers of health care benefits, and any third-party administrators) including any Claims based on the subrogation rights of holders hereof that are not held by a Governmental Authority; *provided that*, notwithstanding the foregoing, Claims in respect of government plans which Claims are asserted through (i) a private TPP; or (ii) any carrier of a federal employee health benefits plan, in each case, are TPP Claims.;

Article I, 1.1.535.

Per the Plan, the PPOC Trust will be established on or prior to the Effective Date and shall receive the PPOC Trust Consideration (over time in installments or on the Effective Date pursuant to the exercise of the PPOC Prepayment Option as set forth below). If no pre-payment of the PPOC Trust Consideration is required under the Governing Order and Filings or exercised by Purchaser Parent, the total PPOC Trust Consideration is expected to be \$119.2 million. However, as described in further detail below, the Plan contemplates that Purchaser Parent will exercise the PPOC Prepayment Option on the Effective Date and fund \$89.7 million to the PPOC Trust on the Effective Date in full satisfaction of its obligation to pay the PPOC Trust Consideration. Those funds, net of the PPOC Trust’s Operating Expenses, will be distributed to the PPOC Sub-Trusts, a group that includes the TPP Trust, in negotiated percentages. The TPP

² Capitalized terms used in this document which are not defined herein have the meaning ascribed to such terms in the Plan, the TPP Trust Documents, or the Governing Order and Filings.

Trust Share will be 28.8 % of the amounts paid to the PPOC Trust, net of the PPOC Trust Operating Expenses.

The Plan also contemplates that certain TPPs may have a right, but not an obligation, to elect to grant or not grant Non-GUC Releases, while others will have no election. In particular, TPPs (i) who voted to accept the Plan will be deemed to have conditionally granted Non-GUC Releases, (ii) who were solicited to accept or reject the Plan, but did not vote, will be deemed to have conditionally granted Non-GUC Releases, and (iii) who voted to reject the Plan will be deemed to have declined to grant the Non-GUC Releases unless they timely elected otherwise (i.e., opted in), in which case they would have conditionally granted the Non-GUC Releases. On or before the Effective Date, the Debtors shall provide the Trustee with a complete list of the TPPs that timely and properly conditionally granted (or were deemed to conditionally grant) such Non-GUC Releases (the “TPP Release List”), and a certification that the list is complete and accurate.

At the time of the submission of its New TPP Claim, a TPP claimant that conditionally granted the Non-GUC Releases can elect to grant such releases and thereby be eligible for an incremental increase in its distribution from the TPP Trust, in accordance with Section 4.17(d) of the Plan, or to permanently decline to grant such Non-GUC Releases. If a TPP conditionally granted the Non-GUC Releases and then elected to grant the Non-GUC Releases on the New TPP Claim Form or failed to opt-in or opt-out to the Non-GUC Releases on the New TPP Claim Form such releases shall be final and binding unless it is determined that the claimant did not conditionally grant the Non-GUC Releases in connection with Plan voting, or is not a TPP. The TPP Trust shall notify the Remaining Debtors and the Purchaser Entities (a) of the TPP claimants that granted such final releases, within 270 days after the Effective Date, and (b) promptly after all TPP Claims have been finally resolved, of any TPPs on the TPP Release List that are no longer bound by the Non-GUC Releases, whether because the TPP opted out of the Non-GUC Releases pursuant to the New TPP Claim Form or is not a TPP.

Upon the Effective Date of the Plan, all TPP Claims³ shall be channeled to the PPOC Trust, which shall in turn channel such claims to the TPP Trust, and such TPP Claims will become Trust Channeled Claims. Such Trust Channeled Claims cannot be asserted against the Debtors or the Post-Emergence Entities. *See* Plan, Article VI, section 6.12.

On and after the Effective Date, the TPP Trust shall be authorized and empowered to take any and all actions authorized by the Plan, the Confirmation Order, and any TPP Trust Document.

B. FUNDING OF THE TPP TRUST AND USE OF FUNDS

a) Funding.

³ Per the Plan, TPP Claims are limited to certain qualifying Opioid Claims held by TPPs, and the TPP Trust and the TDP address only TPP Opioid Claims. If a TPP holds and timely asserted another type of Claim in the Bankruptcy Cases, that Claim may be channeled to a different trust.

On and after the Effective Date, the **PPOC Trust** will receive the PPOC Trust Consideration from the Debtors and/or Purchaser Parent as contemplated by the Governing Order and Filings and the PPOC Trust Documents. Absent the exercise of the PPOC Prepayment Option, the PPOC Trust is scheduled to receive a total of **\$119.7 million** on the following schedule:

- Initial payment to the PPOC Trust: \$30,233,333.34, on the Effective Date;
- Second payment to the PPOC Trust: \$ 29,733,333.33, one year after the initial payment⁴; and
- Final payment to the PPOC Trust: \$59,733,333.33, one year after the second payment.

The schedule and/or amounts shown above may be altered as set forth in the Plan and PPOC Trust Documents in the event of the exercise of the PPOC Prepayment Option or if the PPOC Change of Control Payment is triggered. In addition, as noted previously, the amounts shown above will be reduced by the amount of the PPOC Trust Operating Reserve, and percentage distributions to the PPOC Sub-Trusts will be calculated based upon such reduced amounts. **THE TPP TRUST IS ENTITLED TO RECEIVE 28.8% OF EACH SUCH NET AMOUNT PROMPTLY AFTER THE RECEIPT OF SUCH FUNDS BY THE PPOC TRUST. IN THE EVENT OF ANY PREPAYMENTS OF THE PPOC TRUST CONSIDERATION, FUNDS WILL BE FURTHER DISTRIBUTED TO PPOC SUB-TRUSTS, INCLUDING THE TPP TRUST, NO MORE THAN TEN (10) BUSINESS DAYS AFTER THE RECEIPT OF THE FUNDS BY THE PPOC TRUST. IT IS ANTICIPATED THAT PURCHASER PARENT WILL EXERCISE THE PPOC PREPAYMENT OPTION ON THE EFFECTIVE DATE, AS NOTED IN SECTION 5.2(C)(5)(A) OF THE PLAN. IF THE PPOC PREPAYMENT OPTION IS EXERCISED ON THE EFFECTIVE DATE, THE TOTAL AMOUNT THE PPOC TRUST WILL RECEIVE IS \$89,700,000. THAT AMOUNT WILL BE REDUCED BY THE AMOUNT OF THE PPOC TRUST OPERATING RESERVE, AND THE TPP TRUST WILL RECEIVE 28.8% OF THE NET AMOUNT.** If the PPOC Prepayment Option is exercised after the Effective Date but on or before the six-month anniversary of the Effective Date, the gross payment to the PPOC Trust will be \$95,800,000, and if the PPOC Prepayment Option is exercised after the six-month anniversary but prior to the one-year anniversary of the Effective Date, the gross payment to the PPOC Trust will be \$103,400,000. Those amounts will be reduced by the amount of the PPOC Trust Operating Reserve, and the TPP Trust will be entitled to 28.8% of the net amount, promptly after the receipt of payment by the PPOC Trust, and in no event more than ten (10) business days after the receipt of payment by the PPOC Trust.

b) The Use of Funds by the TPP Trust

The funds paid to the TPP Trust shall be used for the administration of the TPP Trust, including, without limitation, the payment of, and reserves for, TPP Trust Operating Expenses (including the payment of professional fees and other expenses), and to make Distributions to holders of TPP Claims that are Allowed and are entitled to Distributions.

⁴ If any payment to be made under the TPP Trust Documents is payable on a day that is not a business day, the payment shall be due on the next business day.

C. THE CLAIMS DETERMINATION PROCESS

For avoidance of doubt and notwithstanding any other provision of this TPP TDP: A claim can only be an Allowed TPP Claim if the claimant/filer and the Claim comply with and satisfy all of the requirements set forth in this Section C, and the New TPP Claim is allowed (whether by the Trustee or the Bankruptcy Court or an appellate court) pursuant to the procedures set forth in this TPP TDP. If the claimant/filer and/or the Claim fail to comply with and/or satisfy the requirements of this Section C, and the Claim is Disallowed, such Claim shall not be eligible for any distribution from the TPP Trust. The Non-GUC Releases granted by any holder of a Disallowed TPP Claim who has filed both an Initial Claim and a New TPP Claim (each as defined below) and has granted or is deemed to have granted such Non-GUC Releases pursuant to both the Plan balloting process and the New TPP Claim shall not be impacted by the Disallowance of such TPP Claim and shall remain in full force and effect, unless it has been determined that the claimant is not a TPP.

a) General Requirements:

- i. The claimant must be a TPP.
- ii. The claimant must have timely and properly filed a General Opioid Proof of Claim Form by the General Bar Date (the “**Initial Claim**” or the “**Initial Claims**”) in accordance with the provisions of the Bar Date Order establishing the General Bar Date, as the same may be amended from time to time, and have identified itself as a TPP on the Initial Claim, Part 1, question 2, or have provided sufficient information to the TPP Trust to so identify itself, if so requested by the Trustee.⁷
- iii. The claimant must file another claim form by or before the deadline for the filing of TPP Claims with the TPP Trust, (which claim form will amend and supersede the Initial Claim for purposes of the TPP Trust and these TPP Trust Distribution Procedures; provided, that, nothing in such claim form shall amend, modify, or otherwise affect the scope, efficacy, or terms of the Non-GUC Releases set forth in the Plan as granted (or deemed granted) by the applicable TPP in accordance with the Plan or the TPP Trust Documents). The deadline for the filing of the new TPP Claim forms with the TPP Trust (the “**New TPP Claim**” or the “**New TPP Claims**”) will be seven months after the Effective Date (the “**TPP Trust Claims Deadline**”) and the New TPP Claim form must be **received** by the TPP Trust by or before the TPP Trust Claims Deadline. A TPP that does not timely file/is not included in both an Initial Claim **and** a New TPP Claim will not be entitled to any distribution from the TPP Trust (and any such claimant will be deemed not to have granted the Non-GUC Releases, regardless of any prior conditional election by such claimant to grant the Non-GUC Releases), regardless of whether such TPP files a New TPP Claim by the TPP Trust Claims Deadline.
- iv. The New TPP Claim must be submitted on the claim form provided by the TPP Trust and attached to this TPP TDP as **Exhibit 1 and the New TPP Claim must be completed as set forth in sections b) and c) hereof (with c) providing additional requirements specific to consolidated claims).**

The New TPP Claim form (including instructions) shall be made available on the TPP Trust website [_____]. The form will also be filed with the Bankruptcy Court and distributed by the Trustee promptly after the Effective Date via email, together with this TPP TDP, to filers that identified themselves as TPPs on timely filed Initial Claims.

- v. By or before the deadline for the filing of the New TPP Claim, the claimant must provide a completed IRS form W-9 (or W-8, if appropriate) to the TPP Trust and that form must be received by the TPP Trust by the TPP Trust Claims Deadline.

No New TPP Claim shall be accepted after the TPP Trust Claims Deadline, unless the filer has made a written request for an extension to the Trustee prior to the TPP Trust Claims Deadline, and that request has been granted by the Trustee in writing for good cause shown. Requests for extension must be actually received by the Trustee prior to the TPP Trust Claims Deadline, and the determination as to whether to grant an extension is wholly within the sole and absolute discretion of the Trustee.

b) Requirements Specific to the New TPP Claim (for both Consolidated and Individual Claims)

- i. The New TPP Claim must be a TPP Claim, as that term is defined in the Plan, and, as contemplated by the definition of a TPP Claim, must be a claim against one or more of the Debtors.⁵
- ii. All questions on the New TPP Claim to which answers are required pursuant to the New TPP Claim form and the related instructions must be answered. A TPP that conditionally granted (or was deemed to grant) the Non-GUC Releases in connection with its Plan ballot must complete Question 5 in Part 4 of the New TPP Claim Form in order to evidence whether it elects to grant such Non-GUC Releases and be eligible for an Additional Distribution, as that term is defined in Section D (a) hereof, or “opts-out of granting such releases. If Question 5 is unanswered, the filer will be deemed to have granted the Non-GUC Releases.
- iii. The claim amount asserted in the New TPP Claim must be subject to any calculation instructions included in or with the New TPP Claim form (“**Calculation Instructions**”) be based on the claimant’s books and records and calculated in accordance with the New TPP Claim form and any Calculation Instructions.
- iv. TPP Claims are not assignable, and any assigned claim that is asserted against the TPP Trust will not be recognized as a TPP Claim and will not be eligible for a distribution from the TPP Trust; provided, that, if the assignor of such Claim granted or was deemed

⁸ Claims that TPPs may have against distributions payable to holders of personal injury opioid claims (such as reimbursement and lien claims) are not claims against the Debtors, and therefore cannot be channeled to the TPP Trust, and such claims are not subject to the procedures set forth herein. TPPs may elect to resolve such claims through a lien resolution program separate and apart from the Bankruptcy Case and the TPP TDP.

to have granted the Non-GUC Releases in accordance with the Plan, such Non-GUC Releases shall remain in full force and effect with respect to such assignor.

c) Provisions Governing Consolidated Claims

For those New TPP Claims that are being submitted on a consolidated basis for multiple holders of TPP Claims, the submitting party shall provide aggregate information in answer to the questions in Part 3 of the New TPP Claim **and** attach an excel spreadsheet identifying all of the claimants included in that New TPP Claim, including: (i) the name of the TPP; (ii) the last four digits of that TPP's federal tax identification number (FEIN), subject to the instructions that appear on the New TPP Claim form for consolidated claims; and (iii) the dollar amount of the TPP Claim held by that TPP, as calculated pursuant to the Calculation Instructions. A submitting party that does not wish to provide item (i) on the TPP website shall provide unique identifiers for each claimant on the spreadsheet that is filed on the website and shall simultaneously provide a chart/spreadsheet with the unique identifiers and the names of the claimant directly to the Trustee or to the Trustee's authorized representative. The filer of a Consolidated Claim may provide its response to Question 5 in Part 4 of the New TPP Claim Form on a consolidated basis, if appropriate, or can add a column to its excel spreadsheet to respond to that question on a TPP by TPP basis.

Additional information about how to electronically file a consolidated claim and its accompanying Excel spreadsheet will be available on the TPP Trust website promptly after the Effective Date. The website will also provide contact information for the TPP Trust's claims agent, Kroll, and filers will be able to contact Kroll directly about the Excel template and the uploading of the same with the New TPP Claim.

d) The Claims Review Process

The Trustee of the TPP Trust will conduct a review of all claims that are submitted to the TPP Trust, and will, among other things, confirm or require evidence that all of the requirements of this Section C have been satisfied. The Trustee shall also have the authority to, at any time during the TPP Trust claims process, do any of the following, including, without limitation:

- i. Determine if both an Initial Claim and a New TPP Claim have been timely filed by or on behalf of the claimant;
- ii. determine if any of the New TPP Claims are duplicative or amended by later filed claims;
- iii. review claims for completeness and compliance with instructions, and otherwise evaluate the claims;
- iv. require that the claimant/filer provide support for the information and calculations contained in the New TPP Claim; and
- v. require that the claimant/filer provide additional information, documentation and explanation to establish that the claimant and the claim satisfy the requirements set forth in this TPP TDP and that the claim is properly calculated and valid.

e) **The Claims Challenge and Resolution Process**

The Trustee’s Initial Determination about the Claim. Within nine (9) months after the TPP Trust Claims Deadline, the Trustee will post a claims register on the TPP Trust website, which shows the Trustee’s initial determination regarding whether a claimant/filer has complied with the requirements of this TPP TDP, and the maximum amount of that claimant’s TPP Claim (the “**Initial Determination Date**”). The TPP Trust will provide filers with email notice of the posting of that claims register promptly and in no event more than five (5) business days after the Initial Determination Date. The email will also notify filers of how to contact the Trustee and the appropriate TPP Trust professionals if a filer wants to contest the Trustee’s initial determination. For avoidance of doubt, any Non-GUC Release (i) conditionally granted (or deemed granted in accordance with the Plan or the ballot related thereto) by a TPP who has filed both an Initial Claim and a New TPP Claim, and (ii) finally granted by or on behalf of that TPP on the New TPP Claim shall be unaffected and shall remain in full force and effect, unless it is subsequently determined that such holder purporting to grant such release is not a TPP.

The Negotiation Period for Claims Disputes. Any claimant wishing to contest the determination of the Trustee about its claim will have sixty (60) days from the date of the posting of the claims register (the “**Negotiation Period**”) to contact the TPP Trust in writing (the Trustee or the TPP Trust professionals designated in the email) and seek to consensually resolve issues about the claim and the claimant.

If a claimant does not contact the TPP Trust as and when stated above, the initial determination of the Trustee will become a final determination and will not be subject to further review or challenge.

In the event that a claimant timely contacts the TPP Trust and reaches an agreement with the Trustee about the validity and allowed amount of that claimant’s TPP Claim, such agreement shall be binding if confirmed in a writing signed by both (a) the claimant or the claimant’s authorized representative, and (b) the Trustee or counsel to the Trustee, on or before the end of the Negotiation Period.

If no agreement is reached during the Negotiation Period or an agreement in principle is reached but not confirmed in a writing signed by both the Trustee and the claimant on or before the end of the Negotiation Period, the Trustee’s initial determination shall be binding and final, subject only to the provisions of the immediately following paragraph.

Motion to the Bankruptcy Court. If no agreement is reached and confirmed in writing by or before the end of the Negotiation Period, the claimant shall have thirty (30) days from the last day of the Negotiation Period in which to file a motion with the Bankruptcy Court and serve it upon the Trustee, seeking the Court’s determination of the claim.

Modification to Deadlines and Certain Other Provisions If the Trustee Determines that a Claimant Is Not a TPP. In the event that the Trustee determines that a claimant is not a TPP, as that term is defined in the Plan definition of TPP Claims, the Trustee shall provide the claimant (or the notice party identified on the claim, if not the same as the claimant) with email notice of that determination, by or before the Initial Determination Date and that claimant shall not be

provided with access to any password-protected section of the TPP Trust website. If email notice is sent by the Trustee in advance of the Initial Determination Date, the deadlines set forth above for the Negotiation Period and the motion to the Bankruptcy Court will be calculated from the date of such email notice. If it is subsequently determined, whether by agreement of the Trustee or by Court order, that the claimant is a TPP, the Trustee shall have the right to require that the claimant provide data and information about its claim, and the Trustee's time in which to make a determination about the amount, if any, of the claim and the claimant's time in which to challenge that determination, will be appropriately extended. Any claimant who is ultimately determined not to be a TPP will be deemed not to have granted the Non-GUC Releases, regardless of any prior conditional election by such claimant to grant the Non-GUC Releases.

A TPP CLAIM CAN ONLY BE AN ALLOWED CLAIM IF IT COMPLIES WITH THE REQUIREMENTS OF THIS SECTION C AND SUCH CLAIM IS ALLOWED BY FINAL DETERMINATION OF THE TRUSTEE OR ORDER OF THE BANKRUPTCY COURT. For avoidance of doubt, any Non-GUC Release granted (or deemed granted in accordance with the Plan or the ballot related thereto) and pursuant to the New TPP Claim by a TPP who has filed both an Initial Claim and a New TPP Claim, shall be unaffected and shall remain in full force and effect, unless it is determined that the claimant is not a TPP.

D. DISTRIBUTIONS BY THE TPP TRUST

a) Distributions on Account of Allowed Claims

Provided that the agreed funds are timely transferred to the TPP Trust by the PPOC Trust, there will be three distributions by the TPP Trust and the TPP Trust will provide a distribution report on the TPP Trust website in advance of each of the distributions. The first distribution report will be due fourteen (14) months after the TPP Trust Claims Deadline, subject to extension by the Trustee in the event of an extension of the TPP Trust Claims Deadline. The second distribution report will be due one year after the date of the filing of the first distribution report, and the third distribution report will be due one year thereafter. The Trustee shall have the discretion to file the second and third distribution reports earlier than required, provided that the Trustee has received the second and third distributions, respectively, from the PPOC Trust, in advance of the filing of such distribution reports.

Distributions will be made on a *pro rata* basis (taking into account, for such purposes, the effect of the proviso to this sentence) to holders of Allowed TPP Claims, from funds held by the TPP Trust, net of the operating expenses of the TPP Trust and reserves for operating expenses; provided, however, that any TPP that holds an Allowed TPP Claim and granted on a final basis Non-GUC Releases in connection with the Plan is entitled to an additional distribution (the "Additional Distribution") equal to the *pro rata* distribution to holders of Allowed TPP Claims multiplied by four. For avoidance of doubt, a TPP has granted Non-GUC Releases on a final basis if it (i) granted or is deemed to have granted a conditional release in connection with its Initial Claim and the Plan and Plan balloting, and (ii) granted or is deemed to have granted such Non-GUC Releases pursuant to its New TPP Claim; provided, however, that if it is determined that such claimant is not a TPP, the grant of Non-GUC Releases shall be of no force or effect.

Funds will be reserved for any claimant whose claim is unresolved prior to the date of the relevant distribution report. The amount of any reserves for unresolved claims will be determined in the sole discretion of the Trustee.

Distributions to holders of allowed TPP Claims will begin thirty (30) days after the filing of each distribution report, and such date will be referred to as the Distribution Date.

In the event that the schedule of payments to either of the PPOC Trust or the TPP Trust changes for any reason, the Trustee shall have the discretion to alter the dates for distribution reports and distributions and shall promptly post notice of such changes on the TPP Trust website. In addition, if the PPOC Prepayment Option is exercised by Purchaser Parent, the number of distributions may be modified by the Trustee, in his sole discretion.

b) Calculation of Distributions.

The amount of the aggregate amount available for each distribution will be determined by the Trustee, taking into account the TPP Trust's cash on hand and anticipated additional funds to be received, if any, and deducting estimated necessary reserves for the operating expenses of the TPP Trust. Once the aggregate distribution amount has been calculated, the Trustee shall determine, based on the TPP Release List, the Initial Claims and the New TPP Claims, which holders of Allowed TPP Claims and unresolved, Disputed TPP Claims granted Non-GUC Releases in connection with the Plan on a final basis and are (in the event their claims are or become Allowed TPP Claims) entitled to Distributions equal to the *pro rata* distributions to holders of allowed TPP Claims and the Additional Distribution.

The Trustee shall then be able to calculate the maximum number of distribution shares, and divide the aggregate dollar amount available for distribution by the number of shares. If a claim is disputed, in whole or in part, as of the date of the relevant distribution report, no distribution shall be made on account of that claim but funds may be reserved.

At the option of the Trustee, any Cash payment may be made by a check or wire transfer or as otherwise required or provided in the TPP Trust Agreement.

In the event that a disputed claim is subsequently Allowed in whole or in part, a catch-up payment shall be made to such claimant on the later of the next Distribution Date or sixty days after allowance by final Order.

c) De Minimis Distributions.

The Trustee shall not be required to make any Distribution to a claimant in an amount less than \$100, or such lower amount as determined by the Trustee in accordance with the TPP Trust Agreement; *provided, however*, that if any Distribution is not made pursuant to this subsection, such Distribution shall be added to any subsequent Distribution to be made to such claimant. The Trustee shall not be required to make any final distribution of Cash in an amount less than \$100 to any claimant. If the amount of any final Distribution to any claimant would be \$100 or less, then such distribution shall be made available for distribution to all holders of allowed TPP Claims receiving final distributions of at least \$100. For the avoidance of doubt, the Non-GUC Releases granted on a final basis by any claimant whose Distribution was determined to be in an amount less than \$100 shall remain in full force and effect regardless of whether such claimant ultimately receives a Distribution from the TPP Trust.

In the event that following all distributions and upon completion of the TPP Trust's tasks, the TPP Trust is left with *de minimis* funds, the Trustee may donate such *de minimis* funds to an IRS accredited charity.

d) Undeliverable Distributions; Uncashed Checks.

In the event that any Distribution is returned as undeliverable, no distribution shall be made to such claimant unless and until the Trustee is notified in writing of such claimant (or its authorized representative's) then-current address, at which time or as reasonably practicable thereafter, such Distribution shall be made without interest, subject to the limitations of the next paragraph; *provided, that*, in the event a Distribution is returned as undeliverable, in the event the claimant entitled to such Distribution granted the Non-GUC Releases on a final basis, such Non-GUC Releases shall remain in full force and effect, regardless of whether such claimant actually receives such Distribution.

In the event that a Distribution is unclaimed for a period of six (6) months after the relevant distribution date and no updated address information is provided during that time, that claimant shall be deemed to have forfeited its entire interest in the TPP Trust, no further distribution shall be made to or for the benefit of such claimant from the TPP Trust, no further distribution shall be made to or for the benefit of such claimant from the TPP Trust, the claims of such claimant shall be discharged and forever barred from receiving distributions from the TPP Trust, and all title to and beneficial interest in the TPP Trust assets represented by any such undeliverable distributions shall be cancelled and revert to and/or remain in the TPP Trust automatically (notwithstanding any applicable federal, provincial or state escheat, abandoned or unclaimed property laws to the contrary), and shall be redistributed in accordance with the Trust Agreement and this TPP TDP. For the avoidance of doubt, in such event, if the claimant entitled to such Distribution granted the Non-GUC Releases on a final basis, such Non-GUC Releases shall remain in full force and effect, regardless of whether such claimant actually receives such Distribution.

Likewise, in the event any check respecting a distribution to a claimant or its authorized representative from the TPP Trust has not been cashed or otherwise negotiated within six (6) months of the date of the relevant distribution date, such check shall be cancelled by stop payment or otherwise and no additional distribution shall be made to such claimant or representative on account of such claim by the TPP Trust, the claimant shall be deemed to have forfeited its entire interest in the TPP Trust, the claims of the claimant shall be discharged and the claimant shall be forever barred from receiving distributions from the TPP Trust. After such date, all uncashed distributions shall become TPP Trust property and revert to the TPP Trust, and shall be redistributed in accordance with the Trust Agreement and this TPP TDP. For the avoidance of doubt, in such event, if the claimant entitled to such Distribution granted the Non-GUC Releases on a final basis, such Non-GUC Releases shall remain in full force and effect, regardless of whether such claimant actually receives such Distribution.

The Trustee may, in his/her sole discretion, attempt to determine a claimant's current address or otherwise locate a claimant but nothing in this TPP TDP, the Trust Agreement, or otherwise shall require the Trustee to do so.

e) Final Report

After all distributions have been completed, the Trustee shall prepare and submit to the TAC a final report, providing information about the allowed and disallowed amounts of asserted TPP Claims, the aggregate amount distributed on account of Allowed TPP Claims, the aggregate percentage of funds received by the TPP Trust applied for Distributions, and the aggregate amount of funds received by the TPP Trust applied to TPP Trust expenses, and such other information as the Trustee, in his or her sole discretion, may deem appropriate.

The TPP Trust may be terminated pursuant to the terms of the TPP Trust Agreement after the submission of such report.

Exhibit 2-K

Independent Emergency Room Physicians Trust II Agreement

WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES

INDEPENDENT EMERGENCY ROOM PHYSICIAN TRUST (IERP) II AGREEMENT

This Independent Emergency Room Physician^{1,2} (“**IERP**”) Trust II Agreement (this “**Trust Agreement**”), effective as of _____ (the “**Effective Date**”), is hereby established with the trustee of the Independent Emergency Room Physician Trust II identified on the signature pages hereof (the “**IERP II Trustee**” or the “**Trustee**”) and the members of the Independent Emergency Room Physician Trust II Advisory Committee identified on the signature pages hereof (the “**IERP Trust II Advisory Committee**” or “**TAC**”³).

RECITALS

WHEREAS, on August 16, 2022, the Debtors commenced cases under the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, administered and known as *In re Endo International plc, et al.*, No. 22-22549 (JLG);

WHEREAS, on [●], 2024, the Bankruptcy Court entered an order confirming the Plan, (the “**Confirmation Order**”) [Docket No.[●]];

WHEREAS, in accordance with the Governing Order and Filings and the Master PPOC TDP, beneficial interests in the PPOC Trust shall be granted to the IERP Trust II (such interest, the “**PPOC IERP II Claim**”) which beneficial interest shall entitle the IERP Trust II to payment

¹“**Independent emergency room physicians**” means an emergency room physician whose billing and revenue collection are entirely separate from the billing practices of the medical facility/-ies where such emergency room physician practiced or is practicing and who was not employed by such medical facility/-ies at any time between 1997 and 2022.

² All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in Governing Order and Filings, and/or the PPOC Trust Documents, as applicable, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the foregoing documents, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

³ The TAC is comprised of a minimum of two members who work in concert with the Trustee to ensure fair, efficient, and effective functioning of the IERP Trust II and who represent the interest of holders of IERP II Claims.

of its respective portion of the PPOC Trust Consideration in accordance with the terms of the Governing Order and Filings and this Trust Agreement.

WHEREAS, upon receiving the distribution set forth in the Master PPOC Trust Distribution Procedures (“**TDP**”), the Independent Emergency Room Physician Trust II (the “**IERP Trust II**”) shall be established as a PPOC Sub-Trust in accordance with the Governing Order and Filings and the IERP Trust Documents;⁴

WHEREAS the IERP Trust II will assume all of the Debtors’ liability for IERP II Claims, administer IERP II Claims; collect distributions from the PPOC Trust made on account of such claims; and further distribute such funds in accordance with the IERP Trust II Documents, including to holders of Allowed IERP II Claims;

WHEREAS, the IERP Trust II will use its assets and income (the “**IERP Trust II Assets**”) to resolve and satisfy all IERP II Claims, defined as any and all Present Private Opioid Claims against any of the Debtors (a) held by Independent Emergency Room Physicians; and (b) for which a Proof of Claim was filed by the General Bar Date;

WHEREAS, Allowed IERP II Claims are IERP II Claims: (i) held by Independent Emergency Room Physicians, and (ii) otherwise eligible in accordance with any applicable procedural requirements under the IERP Trust II Documents as determined by the Trustee and approved by the TAC and previously accepted by the trustee(s) of the PPOC Trust;

WHEREAS, the IERP Trust II shall (i) assume all of the Debtors’ liabilities for IERP II Claims; (ii) collect, hold, manage, and invest all distributions made on account of the PPOC IERP II Claim; (iii) administer, process, resolve, and liquidate all IERP II Claims in accordance with the

⁴ “**IERP Trust II Documents**” means the PPOC Trust Documents, the IERP Trust II Agreement, and the IERP II TDP, each as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto.

Plan, the Confirmation Order and the IERP Trust II Documents and (iv) qualify at all times as a qualified settlement fund within the meaning of the QSF Regulations;

WHEREAS, the IERP Trust II shall make Distributions, to be used for the sole purpose of opioid abatement (“**IERP Trust II Abatement Distributions**”), to eligible holders of Allowed IERP II Claims in accordance with the IERP Trust II Documents and shall implement abatement programs approved by the TAC (“**Approved Abatement Programs**”) with unused IERP Trust II Assets if any; and

WHEREAS any rights of the holders of IERP II Claims arising under this Trust Agreement and the IERP Trust II Distribution Procedures (the “**IERP II TDP**”) shall vest upon the Effective Date.

AGREEMENT

NOW, THEREFORE, pursuant to the Plan, the Confirmation Order and the IERP Trust II Documents, it is hereby agreed as follows:

ARTICLE I **DECLARATION OF TRUST**

1.1 Creation of Trust. The IERP Trust II was established by the filing of a Certificate of Trust with the Delaware Secretary of State on [•], 2024, and] constitutes a trust under the Delaware Statutory Trust Act, 12 Del. C. § 3801 *et seq.* (the “**Trust Act**”) and the Governing Order and Filings and the IERP Trust II Documents constitute the governing instruments of the IERP Trust II.

1.2. Purpose of the Trust. The IERP Trust II is an abatement trust established to (a) assume all of the Debtors’ liability for IERP II Claims; (b) administer IERP II Claims; (c) collect Distributions from the_PPOC Trust made on account of the PPOC IERP II Claim; and (d) make IERP Trust II Abatement Distributions to holders of Allowed IERP II Claims, in each case, in

accordance with the Plan, the Confirmation Order, and the IERP Trust II Documents. The Trustee shall carry out any other matters as are set forth in the IERP Trust II Documents, including preserving, holding, and managing the assets of the IERP Trust II for use in paying and satisfying Allowed IERP II Claims and using the IERP Trust II Assets and income to pay any and all Trust Operating Expenses of the IERP Trust II. The Trustee may transact the business and affairs of the IERP Trust II in the name of the IERP Trust II subject to the restrictions and guidelines contained in the IERP Trust II Documents and in consultation with and approval by the IERP Trust II TAC. Notwithstanding anything to the contrary herein or in any other IERP Trust II Document, the Trustee may not take any action prohibited by the terms of the Plan or the Confirmation Order.

1.3 Assumption of Liabilities. The IERP Trust II hereby expressly assumes all of the Debtors' liabilities and responsibility for all IERP II Claims, and none of the Debtors, their Estates or properties, nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefore or in connection therewith. Except as otherwise provided in the Plan, the Confirmation Order, or the IERP Trust II Documents, the IERP Trust II shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors or the Post-Emergence Entities have or would have had under applicable law, but solely to the extent consistent with the IERP Trust II Documents (which include, for the avoidance of doubt, the PPOC Trust Documents); provided, however, that, the IERP Trust II shall not assert such cross-claims, defenses, or rights against any Non-GUC Released Party.

1.4. IERP Trust Share. The channeling of IERP II Claims to the IERP Trust II shall entitle the IERP Trust II to 2.2% of the PPOC Trust Consideration. The IERP Trust II (a PPOC Sub-Trust) shall receive the PPOC IERP II Claim from the PPOC Trust in accordance with the

provisions of the Governing Order and Filings and the IERP Trust II Documents without further obligation or liability of any kind, but subject to the provisions of the PPOC Trust Agreement.

The IERP Trust II shall receive, on the Effective Date or as soon as reasonably practicable thereafter, the distribution of the PPOC IERP II Claim from the PPOC Trust to fund the IERP Trust II which funds shall be used, *inter alia*, to make IERP Trust II Abatement Distributions. The IERP Trust II Assets or any other assets to be transferred to the IERP Trust II will be transferred to the IERP Trust II free and clear of all claims, interests, liens and other encumbrances and liabilities of any kind.

Notwithstanding anything to the contrary herein, no provision herein or in the IERP Trust II Documents, the Governing Order and Filings, or any documents contemplated hereby or thereby shall be construed or implemented in a manner that would cause the IERP Trust II to fail to qualify as a “qualified settlement fund” under the QSF Regulations.

The holders of IERP II Claims, as beneficial owners (within the meaning of the Trust Act) (the “**Beneficial Owners**”), shall have only such rights with respect to the IERP Trust II and its assets as are set forth in the IERP Trust II Documents, and no greater or other rights, including upon dissolution, liquidation or winding up of the IERP Trust II, shall be deemed to apply to the holders of IERP II Claims in their capacity as Beneficial Owners.

1.5. The Delaware Trustee [To Come]

ARTICLE II
POWERS AND TRUST ADMINISTRATION

2.1 Powers of The IERP II Trustee.

(a) The Trustee shall act as the fiduciary to the IERP Trust II in accordance with the provisions of the IERP Trust II Documents. The Trustee shall, at all times, administer the IERP Trust II and the IERP Trust II Assets in accordance with the Governing Order and Filings, the purposes set forth in section 1.2 above and the IERP Trust II Documents, and with the approval of the TAC. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions (with TAC approval) that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the IERP Trust II, including, without limitation, each power expressly granted in this section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of section 2.2, and any power now or hereafter permitted under the law; provided, for the avoidance of doubt, that the Trustee may not take any action prohibited by the terms of the Plan or the Confirmation Order. The Trustee shall not have the power to guarantee any debt of other Persons.

(b) Subject to the limitations set forth in the IERP Trust II Documents, the Trustee shall have the capacity to take any and all actions that are necessary or proper to fulfill the purposes of the IERP Trust II, including to take the following actions, in each case, in accordance with the Governing Order and Filings and pursuant to the IERP Trust II Documents and in consultation with and approval by the TAC:

(i) Receive and hold the IERP Trust II Assets and exercise all rights with respect thereto, including the right to vote and sell any securities that are included in the IERP Trust II Assets.

(ii) Invest the monies held from time to time by the IERP Trust II, in consultation with the TAC, and any financial advisor for the IERP Trust II.

(iii) Pay or reimburse, as applicable, the compensation, costs, and fees (including attorney's fees)⁵ of all professionals that represent or represented, or advise or advised, the IERP II Trustee in connection with the establishment of the IERP Trust II and the preparation of the IERP Trust II Documents, in each case, whether incurred prior to or following the appointment of the IERP II Trustee.

(iv) Appoint, hire, or engage such professionals, to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services ("**Professionals**") as the business of the IERP Trust II requires, and delegate to such Professionals such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of the IERP Trust II Documents;

(v) Compensate the Trustee, and the TAC members, and reimburse the Trustee, the TAC members, as well as their respective Professionals, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder.

(vii) Implement certain Approved Abatement Programs with unused assets of the IERP Trust II.

(viii) Audit compliance with the authorized abatement purposes set forth in Section 8 of the IERP II TDP ("**IERP Trust II Authorized Opioid Abatement Purposes**").

⁵ For the avoidance of doubt, any person that receives an IERP Trust II Abatement Distribution from the IERP Trust II will be entitled to transact with its counsel (if any) pursuant to whatever legal agreement they may have between them, and the IERP Trust II shall not interfere with any private contractual arrangements.

(ix) Administer Allowed IERP II Claims.

(x) Maintain appropriate liability insurance for the Indemnified Parties.

(xi) In consultation with and approval of the TAC, incur and pay reasonable and necessary IERP Trust II Operating Expenses in connection with the performance of duties hereunder, including the reasonable fees and expenses of the Professionals.

(xii) Enter into such other arrangements with third parties as are deemed by the Trustee and approved by the TAC to be useful in carrying out the purposes of the IERP Trust II, provided such arrangements do not conflict with any other provision of the Governing Order and Filings or the IERP Trust II Documents.

(xiii) Defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trustee and the members of the TAC, and Professionals of the IERP Trust II (including the Claims Administrator (as defined herein) and its staff and agents), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, and Professionals. Notwithstanding anything to the contrary herein, no party shall be indemnified in any way for any liability, expense, claim, damage or loss for which such party is personally liable and, for the avoidance of doubt, except as otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall have any liability or responsibility for any indemnification or reimbursement obligations hereunder.

(xv) Delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the IERP Trust II Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without

liability for any action taken or omission made because of any such delegation, except as provided in the Trust Agreement.

2.2 General Administration. The Trustee shall act in accordance with the IERP Trust II Documents, the Plan, PPOC Trust Documents and the Confirmation Order. The Trustee shall participate in a semi-annual call for the PPOC Sub-Trusts to ask questions of and receive clarification from the PPOC Trust relating to the PPOC Trust activities and the impact of those activities on the IERP Trust II. The IERP II Trustee will work with the TAC in establishing and monitoring any operating budgets with respect to the IERP Trust II.

2.3 Trust Tax Matters.

(a) The IERP II Trustee shall be the “administrator,” within the meaning of Treasury Regulations section 1.468B-2(k)(3), of the IERP Trust II. The administrator of the IERP Trust II shall be responsible for (i) obtaining a federal employer identification number, (ii) preparing and filing, or causing to be prepared and filed, all tax returns of the IERP Trust II and the payment, out of the assets of the IERP Trust II, of any taxes due by or imposed on the IERP Trust II and (ii) complying with all applicable tax reporting and withholding obligations. The Trustee shall be responsible for causing the IERP Trust II to satisfy all requirements necessary to qualify and maintain qualification of the IERP Trust II as a qualified settlement fund within the meaning of the QSF Regulations and shall take no action that could cause the IERP Trust II to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(b) Following the receipt of the PPOC Trust distribution, the IERP II Trustee shall be responsible for all of the Trust’s tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The IERP II Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the PPOC Trust that is required by any

governmental unit and be responsible for payment, out of the IERP Trust II operating reserve of any taxes imposed on the IERP Trust II or its assets.

(c) The Trustee(s) and the Delaware Trustee are not, and will at no time be, resident in Canada for purposes of the *Income Tax Act* (Canada). The management, administration, and operation of the IERP Trust II by the Trustee, the Delaware Trustee, or any other Person responsible for the management, administration, and operation of the IERP Trust II, and the exercise of any power or authority by or on behalf of the IERP Trust II (by any trustee or otherwise), will occur outside of Canada. The IERP Trust II shall not be settled by a resident of Canada for purposes of the *Income Tax Act* (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the *Income Tax Act* (Canada) to the IERP Trust II.

2.4 Tax Matters and Holders of IERP II Claims. The Trustee shall be authorized to collect tax information, which may include applicable IRS Form W-8 or IRS Form W-9, from the holders of IERP II Claims (including tax identification numbers) as reasonably requested by the Trustee, and readily available to the holders of the IERP II Claims. Specifically:

(a) In order to receive IERP II Abatement Distributions, all holders of IERP II Claims shall be required to provide tax information to the IERP II Trustee to the extent the Trustee and TAC deem appropriate.

(b) Upon the delivery of such information by a holder of an IERP II Claim, the Trustee shall make such IERP Trust II Abatement Distribution to which such holder is entitled and has been approved by the TAC, without additional interest occasioned by such holder's delay in providing tax information.

(c) If a holder of an IERP II Claim fails to furnish any tax information reasonably requested by the Trustee forty-five (45) days after the request is made (subject to extension in the discretion of the Trustee and TAC) the amount of such holder's IERP Trust II Abatement Distribution shall irrevocably revert to the IERP Trust II⁶ and shall be Disallowed and thereby discharged and released in full and forever barred from assertion against the Debtors, the Post-Emergence Entities, and the IERP Trust II and its property. an IERP II Claim is Disallowed, the Non-GUC Releases granted or deemed to have been granted by the holder of such Disallowed IERP II Claim in connection with the Plan shall be unaffected by the Disallowance of such IERP II Claim and the enforceability, scope, and terms thereof .

(d) Because the tax consequences under the Plan relevant to holders of IERP II Claims will depend on facts particular to each holder, all holders of IERP II Claims should consult their own tax advisors as to their proper tax treatment under the Plan in light of their particular facts and circumstances.

2.5 The Trustee Reporting Requirements. The IERP II Trustee shall have the following reporting requirements:

(a) Regularly report to the TAC as to the status of IERP II Claims submitted to and processed, paid, resolved, or liquidated by the IERP Trust II.

(b) Prepare (or cause to be prepared) and provide the TAC, within one hundred and twenty (120) days following the end of each calendar year, an annual report (the "**Annual Report**"). The Annual Report shall contain financial statements of the IERP Trust II, including a

⁶ In the event such IERP Trust II Abatement Distribution irrevocably reverts to the IERP Trust II, the Non-GUC Releases granted (or deemed to have been granted) pursuant to the Plan by the holder of the applicable IERP II Claim shall remain in full force and effect.

balance sheet of the IERP Trust II as of the end of each year and the total number and amount of claims as well as the amount for each IERP claim resolved during the year.

(c) Prepare or cause to be prepared as soon as practicable an initial budget and yearly budget due December 1st for a projected three years (including the first year) which includes a description of the amounts the IERP Trust II anticipates spending on Trust Operating Expenses and IERP Trust II Abatement Distributions to eligible holders of Allowed IERP II Claims. The Trustee shall provide a copy of the budget and cash flow projections to the TAC for approval on December 1 of each year.

(d) File any reports determined to be necessary by the IERP II Trustee under the Corporate Transparency Act, H.R. 2513, 116th Cong. (2019).

2.6 Claims Administration. The Trustee shall promptly proceed to implement the IERP II TDP and shall make IERP Trust II Abatement Distributions on behalf of the IERP Trust II in accordance with the Governing Order and Filings and the IERP Trust II Documents.

2.7 Assets Available for Payments to Holders of Claim. The amount of the IERP Trust II Assets available to make payments to eligible holders of Allowed IERP II Claims shall be subject to deductions for the Trust Operating Expenses.

2.8 Accounts. The Trustee, with approval of the TAC, may, from time to time, create accounts and/or sub-accounts and reserves within the IERP Trust II estate as he or she may deem necessary, prudent, or useful in order to provide for the payment of Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

The Trustee shall provide to the TAC a reasonably detailed description of the creation of any account or reserve on behalf of the IERP Trust II and, with respect to any such account, the

transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account at each TAC meeting.

2.9 Financial Advisor.

(a) The IERP Trust II may, but is not required to, engage a financial advisor (or CPA) with the consent of the TAC.

(b) If engaged, the financial advisor shall be responsible for determining the available assets of the IERP Trust II and, under the direction of the Trustee, for:

- (i) Overseeing investment funds paid to and held by the IERP Trust II,
- (ii) Monitoring the assets and liabilities of the IERP Trust II,
- (iii) Providing investment guidance to the IERP Trust II,
- (iv) Overseeing the preparation of the IERP Trust II financial statements,

and

(v) Preparing accounting statements for and responding to audits of the IERP Trust II.

(c) At the direction of the Trustee and the TAC, the financial advisor (or CPA) shall prepare projections of the amount of each IERP Trust II Abatement Distribution.

(d) The IERP II Trustee and the TAC shall provide direction to the financial advisor (or CPA) regarding liquidity needs of and tax planning for the IERP Trust II. The Trustee shall supervise the financial advisor (or CPA) to ensure that the investment management and other tasks assigned to the financial advisor (or CPA) are performed in accordance with this Trust Agreement.

2.10 Investments. The Trustee, in consultation with the TAC and the financial advisor (or CPA), shall develop the investment strategy for the IERP Trust II Assets. In determining

investments to be held by the IERP Trust II, due regard shall be given to the safety of principal and to production of reasonable amounts of current income.

2.11 Source of Payments. All Trust Operating Expenses shall be payable solely by the IERP II Trustee or designee, with approval by the TAC, out of the IERP Trust II Assets. None of the Trustee, the TAC, the Debtors, any Post-Emergence Entity, nor any professionals of the foregoing, shall be liable for the payment of any Trust Operating Expense or any other liability of the IERP Trust II, except to the extent provided in the Governing Order and Filings.

ARTICLE III

APPOINTMENT OF TRUSTEE, TERM OF SERVICE, COMPENSATION & LIABILITY

3.1 Number. The Trustee shall initially be Michael Masiowski. References to the “Trustee” or the “IERP II Trustee” hereunder mean Michael Masiowski and any successors or replacements duly appointed in accordance with the IERP Trust II Documents.

3.2 Term of Service.

(a) The Trustee shall serve from the Effective Date until the earliest of his or her death, his or her resignation pursuant to Section 4.2(b) below, his or her removal pursuant to section 4.2(c) below, or the termination of the IERP Trust II pursuant to section 7.4 below.

(b) The Trustee may resign at any time by written notice to the TAC. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed at the recommendation of the TAC, in the event that a good-faith determination is made that such Trustee is unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the

general administration provisions of section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder or repeated non-attendance at scheduled meetings.

(d) The death, resignation or removal of a Trustee shall not operate to terminate the Trust or to revoke any existing agency created pursuant to the terms of the Governing Order and Filings, the IERP Trust II Documents, or invalidate any action theretofore taken by such Trustee. All fees and expenses properly incurred by an IERP II Trustee prior to the death, resignation or removal of such Trustee shall be paid from the IERP Trust II operating reserve.

3.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the TAC.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of his or her death, his or her resignation, his or her removal, or the termination of the IERP Trust II.

3.4 Liability of Trustee, Trust Advisory Committee, and Trust Advisors.

To the fullest extent permitted by the Trust Act, the Trustee, the TAC Members, and any advisors to the IERP Trust II shall not be liable to the IERP Trust II, to any individual

holding an IERP II Claim, or to any other person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

3.5 Compensation and Expenses of Trustee

(a) The Trustee shall receive compensation for hourly time that is approved by the TAC and as described below. For all time expended as Trustee of the IERP Trust II, including attending meetings, preparing for such meetings, and working on projects necessary to carry out the IERP Trust II, the Trustee shall receive compensation at the rate of [\$900] per hour. For all nonworking travel time in connection with IERP Trust II business, the Trustee shall receive compensation at the rate of [\$300] per hour. All time shall be computed on a decimal hour basis. The Trustee shall record all hourly time to be charged to the IERP Trust II and submitted on a monthly basis. The TAC shall review and determine the approval of the Trustee's monthly invoices. The hourly compensation payable to the Trustee hereunder shall be reviewed every year by the Trustee and, after consultation with the members of the TAC, appropriately adjusted by the Trustee for changes in the cost of living.

(b) The IERP Trust II will promptly reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of their duties hereunder and approved by the TAC.

(c) The IERP Trust II shall include a description of the amounts paid under this section in the Annual Report.

3.6 Indemnification.

(a) The IERP Trust II shall indemnify and hold harmless the Trustee and the members of the TAC, in the performance of their duties hereunder to the fullest extent possible for

a statutory trust organized under the laws of the State of Delaware. The IERP Trust II shall also indemnify the Additional Indemnities (as defined herein) in the performance of their duties to the fullest extent possible for a statutory trust organized under the laws of the State of Delaware. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately determined liable for gross negligence or intentional malfeasance by a court of competent and final jurisdiction. Except to the extent otherwise contemplated by the Plan, none of the Debtors nor any Post-Emergence Entity shall have any liability or responsibility for any indemnification or reimbursement obligations under this Trust Agreement.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, a member of the TAC, or an Additional Indemnitee in connection with any action, suit, or proceeding otherwise indemnifiable hereunder, shall be paid by the IERP Trust II in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the applicable member of the TAC, or the applicable Additional Indemnitee, to repay such amount until it shall be determined ultimately by final order that the Trustee, such member of the TAC, or such Additional Indemnitee is not entitled to be indemnified by the IERP Trust II.

3.7 Trustee's Independence. The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve in any other professional capacity for the Debtors, any Post-Emergence Entity, or any successor entity of the foregoing. The Trustee shall not act as an attorney for any holder of an IERP II Claim.

3.8 Trustee's Retention of Claims Administrator.

(a) The Trustee may retain a claims administrator (the "**Claims Administrator**") to assist the Trustee in his or her duties as set forth in the IERP Trust II Documents and approved by the TAC.

(b) In consultation with and approval of the Trustee and TAC, the Claims Administrator shall be responsible for:

(i) Supervising and overseeing the processing of and resolution of IERP II Claims and all aspects of the claims office (the "**Claims Office**"), which shall process IERP II Claims that are channeled to the IERP Trust II pursuant to the Governing Order and Filings in accordance with the IERP Trust II Documents,

(ii) Preparing and distributing periodic reports to the TAC documenting the activities of the Claims Office, including reports on the submission of IERP II Claims and their resolution,

(iii) Performing periodic analyses and estimates regarding the costs and projected costs of processing and resolving IERP II Claims and any matter or contingency that could affect the efficient use of funds for the payment of IERP Trust II Abatement Distributions to holders of Allowed IERP II Claims. The Trustee shall monitor the day-to-day activities of the Claims Office and consult with the Claims Administrator and the TAC to carry them out,

(iv) Employing reasonable administrative, technical, and physical controls to protect the confidentiality of data concerning individual holders of IERP II Claims from unauthorized access, acquisition, disclosure, use, loss, or theft,

(v) Investigating any IERP II Claims and requesting information from any holders of IERP II Claims to ensure compliance with the IERP II TDP, in each case, with the approval of the Trustee and TAC,

(vi) Processing IERP II Claims and making IERP Trust II Abatement Distributions from the IERP Trust II to eligible holders of Allowed IERP II Claims in accordance with the Governing Order and Filings and the IERP Trust II Documents,

(vii) Implementing the IERP II TDP consistent with the terms of the IERP Trust II Documents and the Governing Order and Filings, and

(viii) Implementing Trustee- and TAC- approved procedures, claims processing protocols, and staff training, and developing claims-tracking, analysis, and payment systems as necessary to process the IERP II Claims in accordance with the IERP Trust II Documents and the Governing Order and Filings, including reasonable measures to detect and prevent claims fraud.

(c) As set forth in the IERP Trust II Documents, the Claims Administrator shall make IERP Trust II Abatement Distributions, with approval by the Trustee and TAC, solely from the IERP Trust II Assets and only pursuant to the terms of the IERP Trust II Documents. Any IERP Trust II Abatement Distribution made to a holder of an Allowed IERP II Claim shall be deemed to be a Distribution in satisfaction of all IERP II Claims held by such holder with respect to the damages that are the subject of such holder's Allowed IERP II Claim.

(d) The Trustee and TAC shall maintain (subject to the confidentiality provisions of this Trust Agreement) records of all individual payments, settlements, and resolutions concerning the IERP II Claims. The records shall include the documents and information relative to the valuation of the IERP II Claims.

(e) The Claims Administrator shall serve for the duration of the IERP Trust II, subject to death, resignation, or removal. The Trustee, with approval of the TAC, may remove the Claims Administrator for any reason with the consent of the TAC. In the event that the Claims Administrator resigns, is removed from office, or otherwise is unable to perform the functions of the Claims Administrator, the Trustee shall appoint a successor Claims Administrator, with the consent of the TAC.

(f) The Claims Administrator (or successor Claims Administrator) shall be an entity or an individual whose experience and background are appropriate for the responsibilities set forth herein and shall be at the time of appointment and at all times during the term of service, independent. For purposes of this section, a person is independent if such person is not an investment banker, financial advisor, accountant, or attorney, and is not related to any of the foregoing, for any Debtor or Post-Emergence Entity, or any related person with respect to a Debtor or Post-Emergence Entity, or an officer, director, employee, or agent of any person or entity that provides investment banking, financial advice, accounting, or legal services to a Debtor or Post-Emergence Entity or any related person with respect to a Debtor or Post-Emergence Entity or any of the foregoing.

(g) Subject to approval by the Trustee and TAC, the Claims Administrator shall have the power to hire, and shall hire and appoint, such staff and other appropriate agents, including persons or entities performing claim audit functions, as necessary to carry out the functions of the Claims Administrator under this Trust Agreement, and such staff and agents shall be considered Additional Indemnitees. Salaries, fees, budgets, and payment terms for any staff, contractors, or auditors shall be determined by the Claims Administrator and must have the approval of the Trustee and TAC . The Claims Administrator shall not have authority to

subcontract claims processing functions without the consent of the Trustee and the TAC. Subject to the direction of the Trustee, in consultation with the TAC, the Claims Administrator shall have the authority to enter into such contracts or agreements as may be necessary to operate the Claims Office, hire staff and contractors, or obtain services and equipment, and shall have the authority to serve all functions of an employer; provided that no such contracts or agreements shall conflict with the terms of the Governing Order and Filings.

(h) The compensation of the Claims Administrator and his or her staff, including periodic increases, shall be governed by the budget developed by the Claims Administrator and approved by the Trustee, with the consent of the TAC.

ARTICLE IV, IERP TRUST II ADVISORY COMMITTEE

4.1 Members. The TAC shall initially consist of two members who shall be the persons named on the signature page hereof.

4.2 Duties. The IERP Trust II Advisory Committee is the advisory committee tasked with overseeing the administration of the IERP Trust II in consultation with the IERP II Trustee. The members of the TAC shall serve in a fiduciary capacity representing all holders of IERP II Claims. The TAC will work with the IERP II Trustee in establishing and monitoring any operating budgets with respect to the IERP Trust II. The IERP Trustee shall be required to consult with and receive approval from the IERP Trust II Advisory Committee on matters concerning the following: (1) general implementation and administration of the IERP Trust II; (2) general implementation and administration of the IERP II TDP; and, (3) other matters as required by the IERP Trust II Documents. Specifically, the Trustee shall:

(a) Consult with the TAC (i) on the general implementation and administration of the IERP Trust II; (ii) on the general implementation and administration of the IERP II TDP; and (iii) on such other matters as may be required under the IERP Trust II Documents.

(b) Obtain the consent of the TAC, in order to:

(i) Terminate the IERP Trust II pursuant to this Trust Agreement;

(ii) Utilize any remaining funds not distributed to holders of Allowed IERP II Claims for Approved Abatement Programs;

(iii) Change the compensation of the Trustee, the TAC members, or the Claims Administrator, other than to reflect cost-of-living increases;

(iv) Take actions out of the ordinary course to minimize any tax on the IERP Trust II Assets, provided that no such action prevents the IERP Trust II from qualifying as a qualified settlement fund within the meaning of the QSF Regulations or requires an election for the IERP Trust II to be treated as a grantor trust for tax purposes;

(v) Sell or exchange IERP Trust II Assets outside the ordinary course of IERP Trust II business;

(vi) Amend any provision of this Trust Agreement or the respective IERP II TDP in accordance with the terms thereof, provided that no such amendment may be inconsistent with the Plan or the Confirmation Order;

(vii) Contract with a claims resolution organization or other entity that is not specifically created or authorized by this Trust Agreement or the IERP II TDP;
or,

(viii) Disclose any information, documents, or other materials to preserve, litigate, resolve or settle insurance coverage to the extent required by IERP Trust II Documents.

(c) The Trustee shall meet with the TAC no less often than quarterly. The Trustee shall meet in the interim with the TAC when so requested by any of them. Meetings may be held in person, by telephone or video conference call, or by a combination thereof.

(d) The Trustee, upon notice from the TAC, if practicable in view of pending business, shall at his or her next meeting with the TAC consider issues submitted by the TAC. The Trustee shall keep the TAC reasonably informed regarding all aspects of the administration of the IERP Trust II.

4.3 Term of Office.

(a) Each member of the TAC shall serve until the earlier of his or her resignation pursuant to the terms in the IERP Trust II Agreement, his or her removal pursuant to Section 4.3(c) below, or the termination of the IERP Trust II.

(b) A member of the TAC may resign at any time by written notice to the other members of the TAC and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall be not less than ninety (90) days after the date such notice is given, where practicable.

(c) A member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled

meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the TAC.

4.4 Appointment of Successor.

(a) If, prior to the termination of service of a member of the TAC other than as a result of removal, such member has designated in writing an individual to succeed him or her as a member of the TAC, if approved by the Trustee and remaining member of the TAC, such individual shall be the successor to such member. If such member of the TAC did not designate an individual to succeed him or her prior to the termination of his or her service as contemplated above, his or her successor shall be appointed by the remaining member of the TAC.

(b) Each successor TAC member shall serve until the earlier of his or her death, his or her resignation pursuant to section 4.3(b) above, his or her removal pursuant to section 4.3(c) above, or termination of the IERP Trust II pursuant to section 6.4 below.

(c) No successor TAC member shall be liable personally for any act or omission of his or her predecessor TAC member. No successor TAC member shall have any duty to investigate the acts or omissions of his or her predecessor TAC member. No TAC member shall be required to post any bond or other form of surety or security.

4.5 IERP Trust II Advisory Committee's Employment of Professionals.

(a) The TAC may, but is not required to, retain and/or consult Professionals deemed by the TAC to be qualified as experts on matters submitted to the TAC (the "**TAC Professionals**"). The TAC shall have complete access to all information generated by TAC Professionals or otherwise available to the IERP Trust II or the Trustee provided that any information provided by the TAC Professionals shall not constitute a waiver of any applicable

privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, reliance on the written opinion of or information provided by any TAC Professional or Trust Professional deemed by the TAC to be qualified as an expert on the particular matter submitted to the TAC shall be considered full and complete authorization and protection in support of any action taken or not taken by the TAC in good faith and in accordance with the written opinion of or information provided by the TAC Professional or Trust Professional.

(b) The IERP Trust II shall promptly reimburse, or pay directly if so instructed, the TAC for all reasonable fees and costs associated with the TAC's employment of TAC Professionals pursuant to this provision in connection with the TAC's performance of its duties hereunder.

(c) In the event that the TAC retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the TAC and irrespective of whether the IERP Trust II pays such counsel's fees and related expenses, any communications between the TAC and such counsel shall be deemed to be within the attorney-client privilege, regardless of whether such communications are related to any claim that has been or might be asserted by or against the TAC.

4.6 Compensation and Expenses of the IERP Trust II Advisory Committee.

The members of the TAC shall receive reasonable compensation from the IERP Trust II for their services as TAC members. The members of the TAC also shall be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder. Such reimbursement shall be deemed a Trust Operating Expense.

4.7 Procedures for Consultation with and Obtaining the Consent of the IERP

Trust II Advisory Committee.

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the TAC pursuant to section 4.2 above or on other matters as provided herein, the Trustee shall provide the TAC with advanced notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC and the TAC Professionals with such reasonable access to the Professionals and other experts retained by the IERP Trust II and its staff (if any) as the TAC may reasonably request during the time that the Trustee is considering such matter, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this section 4.7(a), the Trustee shall take into consideration the time required for the TAC, if its members so wish, to engage and consult with its own independent financial or investment advisors and other TAC Professionals as to such matter. In any event, the Trustee shall not take definitive action on any such matter until at least fifteen (15) days after providing the TAC with the initial notice that such matter is under consideration by the Trustee, unless such notice period is waived by the TAC.

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the TAC, the Trustee shall provide the TAC with advance notice in writing, if requested by the TAC, stating that their consent is being sought pursuant to this section 4.7 or any other applicable provision

hereof, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the TAC as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the TAC and the TAC Professionals, if applicable, with such reasonable access to the Professionals as the TAC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) The TAC must consider in good faith and in a timely fashion any request for its consent by the Trustee and must in any event advise the Trustee of its consent or its objection to the proposed action within a reasonable time of receiving the original request or within such additional time as the Trustee and the TAC may agree. An action of the TAC shall require unanimous approval by the TAC. The TAC may not withhold its consent unreasonably. If the TAC decides to withhold its consent, it must explain in detail its objections to the proposed action. If the TAC does not advise the Trustee of its consent or its objections to the action, in writing, within fifteen (15) days of receiving notice regarding such request (or the additional time period agreed to by the Trustee and the TAC), the TAC's consent to the proposed actions shall be deemed to have been affirmatively granted.

ARTICLE V **GENERAL PROVISIONS**

5.1 Confidentiality.

(a) The Trustee, each TAC member, and each successor of the foregoing (each a "**Recipient**") shall, during the period that they serve in such capacity under this Trust Agreement and for at least (2) years following the termination of this Trust Agreement or such individual's

removal, incapacity, or resignation hereunder hold strictly confidential any material, non-public information of or pertaining to any Person (“**Relevant Person**”) of which the Recipient has become aware in its herein indicated capacity under this Trust Agreement (the “**Confidential Information**”), except to the extent disclosure is:

(i) Required in connection with the Allowance, Disallowance or payment of IERP II Claims,

(ii) Authorized by the applicable Relevant Person, in such Relevant Person’s discretion,

(iii) Authorized by the terms of the IERP Trust II Documents (disclosure in accordance with clauses (i)-(iii) of this Section, each a “**Permitted Purpose**”), or

(iv) Required by, or would facilitate any investigation or prosecution under, applicable law, order, regulation, or legal process.

(b) In the event that any Recipient is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar legal process) to disclose any Confidential Information, other than for a Permitted Purpose, such Recipient shall furnish only that portion of the Confidential Information so requested or required, and shall exercise good faith efforts, at no material cost to it, to obtain assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

(c) Notwithstanding the foregoing, in addition to the disclosure of Confidential Information for Permitted Purposes, Recipients may share or disclose Confidential Information with or to the Professionals and TAC Professionals for the purpose of rendering advice and guidance to such Recipients, provided that the Person or entity receiving such disclosure is

informed by such Recipient of the confidential nature of such Confidential Information and agrees to be bound by the provisions of this Section.

(d) The Trustee and TAC shall exercise commercially reasonable efforts, such as anonymization, pseudonymization, and encryption, to protect Confidential Information such that disclosures to the Recipients and any Professionals do not include information that identifies individual persons, unless there is a reasonable purpose that makes disclosure of such identifying information necessary, in which case the Trustee shall implement any additional controls the Trustee determines is necessary to safeguard the identifying information from unauthorized disclosure, access, or use.

5.2 Common Interest Privilege. The Trustee and the TAC have a “common legal interest” relating to the IERP Trust II and the IERP Trust II Documents, including without limitation, the formation of the IERP Trust II, the retention and direction of Professionals, the administration of the IERP Trust II, making IERP Trust II Abatement Distributions in accordance with the Governing Order and Filings and the IERP Trust II Documents, and disputing and/or resolving any IERP II Claims in accordance with the Governing Order and Filings and the IERP Trust II Documents, (the “**Common Legal Interest Matters**”). Any discussion, evaluation, or other communications and exchanges of information relating to the Common Legal Interest Matters shall at all times remain subject to all applicable privileges, immunities and protections from disclosure, including without limitation, the attorney-client privilege, work-product doctrine and common legal interest privilege. It is the express intent of the Trustee and the TAC to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Trust Agreement or otherwise, in whole or in part, any and all privileges, protections and immunities.

5.3 Term; Termination.

(a) With the consent of the TAC, the Trustee may select a date to dissolve the IERP Trust II (the “**Dissolution Date**”) after the occurrence of the following events:

(i) All assets available to the IERP Trust II have been collected and liquidated;

(ii) All IERP II Claims have been (1) Allowed, liquidated and paid to the extent provided in the IERP Trust II Documents, or (2) Disallowed and thereby discharged and released in full, in each case, in accordance with the Plan and the Confirmation Order; and

(iii) At least six months have elapsed since the Effective Date.

(b) The Trustee, with the consent of the TAC, may dissolve the IERP Trust II. The Trustee, in consultation with the TAC, shall develop wind-down procedures, including a program for providing notice to all holders of IERP II Claims of the decision to dissolve the IERP Trust II.

(c) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the IERP Trust II’s affairs by the Trustee and payment of all the IERP Trust II’s liabilities have been provided for as required by applicable law, all monies remaining in the IERP Trust II estate shall be given to such organization(s) exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustee using his or her reasonable discretion; *provided, however*, that:

(i) If practicable, the activities of the selected tax-exempt organization(s) shall be related to the treatment of, research on, or the cure of, or other relief for individuals suffering from opioid use disorders; and

(ii) The tax-exempt organization(s) shall not bear any relationship to any Post-Emergence Entity within the meaning of section 468B(d)(3) of the Internal Revenue Code. Notwithstanding any contrary provision of the Plan, the Confirmation Order and any related documents, this Section 7.4(c) cannot be modified or amended.

(d) Following the dissolution and distribution of the IERP Trust II Trust Assets, the IERP Trust II shall terminate and the Trustee, with TAC approval, shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the IERP Trust II to be filed in accordance with applicable law. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the IERP Trust II as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(e) In the event of the termination of the IERP Trust II, the Non-GUC Releases granted or deemed to have been granted by holders of IERP II Claims under the Plan shall remain in full force and effect and the scope and terms thereof shall be unaffected by the termination of the IERP Trust II.

5.4 Amendments. The Trustee, after consultation with the TAC, and subject to the consent of the TAC, may modify or amend this Trust Agreement. Any modification or amendment made pursuant to this Section 5.4 must be done in writing. Notwithstanding anything contained in this Trust Agreement to the contrary, none of the IERP Trust II Documents nor any document annexed to or contemplated by the foregoing shall be modified or amended in any way inconsistent with the Plan or the Confirmation Order or that could jeopardize, impair, modify or otherwise affect (i) the efficacy or enforceability of the IERP Trust II's qualified settlement fund status under the QSF Regulations, or (ii) the efficacy, enforceability, scope or terms of the Non-GUC Releases granted or deemed to have been granted under the Plan. Should any provision in the IERP Trust II

Documents be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the IERP Trust II Documents.

5.5 Notices. Any notice or other communication required or permitted to be made under this Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally, by email, sent by nationally recognized overnight delivery service or mailed by first-class mail:

To the IERP Trust II through the Trustee:

Dr. Michael Masiowski
1799 Greeley RD
MT. Pleasant, SC 29466

With a copy to TAC Members:

Michele Puiggari, Esq.
3801 Milwaukee Ct.
Missoula, MT 59808

Suzanne Colvin, Ph.D.
2716 NW 22nd Drive
Gainesville, FL 32605

And a copy to:
Attorney Paul S. Rothstein
626 N.E. 1st Street
Gainesville, Fl. 32601

5.6 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the IERP Trust II and the Trustee and their respective successors and assigns, except that neither the IERP Trust II nor the Trustee may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Trust Agreement except, in the case of the IERP Trust II and the Trustee, as contemplated above. The Released Parties shall be third-party beneficiaries with rights of enforcement with respect to Section 5.4 solely to the extent any

proposed amendment or other modification impacts or purports to impact the efficacy or enforceability of the injunctions or releases issued, granted, or deemed to have been granted in connection with Plan and the Confirmation Order, or otherwise granted or deemed to be granted by holders of IERP II Claims pursuant to the Plan.

5.7 Limitation on Claim Interests for Securities Laws Purposes. IERP II Claims and any interests therein:

(a) Shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution;

(b) Shall not be evidenced by a certificate or other instrument;

(c) Shall not possess any voting rights; and

(d) Shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 5.7 shall not apply to the Holder of a Claim that is subrogated to an IERP II Claim as a result of the satisfaction of such IERP II Claim.

5.8 Preservation of Releases. Notwithstanding anything in the IERP Trust II Documents, including this Trust Agreement, the PPOC Trust Documents, or in any document submitted to the Trustee pursuant thereto to the contrary, under no circumstances shall the terms of the Non-GUC Releases granted or deemed to have been granted by a holder of an IERP II Claim pursuant to the Plan, be amended or modified by any party or signatory hereto in any manner.

5.9 Entire Agreement; No Waiver. The entire agreement of the parties hereto relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Governing Order and Filings), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to

exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

5.10 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

5.11 Governing Law. The validity and construction of this Trust Agreement and all amendments shall be governed by laws of the State of Delaware, and the rights of all parties and the effect of every provision shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the parties intend that the provisions in this Agreement shall govern and control and take precedence over any laws (statutory or common) of the State of Delaware pertaining to trusts that conflict with this Agreement.

Administration of the IERP Trust II and the IERP II TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

5.12 Dispute Resolution. Any disputes that arise under the IERP Trust II Documents among the parties hereto shall be resolved by submission of the matter to binding arbitration. If the dispute arose pursuant to the consent provision set forth in Section 5.7(b) (in the case of the TAC), the burden of proof shall be on the party or parties who withheld consent to show that such party's objection and withholding of consent was reasonable. For the avoidance of doubt, any

dispute with the Debtors, the Post-Emergence Entities, or any other Released Party shall not be submitted to binding arbitration and shall instead be resolved by the Bankruptcy Court.

5.13 Enforcement and Administration. The provisions of the IERP Trust II Documents shall be enforced by the TAC.

5.14 Execution. This Trust Agreement shall not become operative until the later of (a) the Effective Date and (b) the date on which it has been executed and delivered by all the parties hereto.

5.15 Rules of Interpretation. For purposes of this Trust Agreement, unless otherwise provided herein:

(a) Whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural;

(b) The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Trust Agreement; and

(c) The term “including” shall be construed to mean “including, but not limited to,” “including, without limitation,” or words of similar import. In this Trust Agreement and the IERP II TDP the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

5.16 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different parties on separate counterparts, including by facsimile or portable document format (pdf), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date set forth above.

TRUSTEE

By: _____

Michael Masiowski, IERP II Trustee

IERP Trust II Advisory Committee

Michele Puiggari, Esq.

Suzanne M. Colvin, Ph.D.

Exhibit 2-L

**Independent Emergency Room Physicians Trust II
Trust Distribution Procedures**

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**VOLUNTARY OPIOID INDEPENDENT EMERGENCY ROOM PHYSICIAN (“IERP”)
TRUST II**

TRUST DISTRIBUTION PROCEDURES (“TDP”)

SECTION 1. APPLICABILITY.

The IERP Trust II is an abatement trust established to (a) assume all liability for IERP II Claims;¹ (b) administer IERP II Claims; (c) collect Distributions from the PPOC Trust made on account of such IERP II Claims; and (d) make IERP Trust II Abatement Distributions to holders of Allowed IERP II Claims, in each case, in accordance with the Governing Order and Filings and the IERP Trust II Documents.² For the avoidance of doubt, the terms and provisions of the IERP II TDP are subject to the terms of the PPOC Trust Documents and in the event of a conflict between the IERP II TDP and the PPOC Trust Documents, the PPOC Trust Documents shall govern.

SECTION 2. DISTRIBUTION PROCEDURES GENERALLY.

IERP II Claims shall be administered, liquidated, and discharged in accordance with the Governing Order and Filings and the IERP Trust II Documents. This IERP II TDP sets forth the manner in which the IERP Trust II shall make IERP Trust II Abatement Distributions to holders of Allowed IERP II Claims who satisfy the eligibility criteria to be IERP Trust II Authorized Recipients (as defined below) set forth herein. IERP II Claims shall be fully resolved pursuant to the Governing Order and Filings, PPOC Trust Documents and the IERP Trust II Documents. On

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in Governing Order and Filings, and/or the PPOC Trust Documents, as applicable, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the foregoing documents, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

² Definition of IERP Trust II Documents includes PPOC Trust Documents.

the Effective Date, all IERP II Claims shall be channeled to and liability therefore shall be assumed by the PPOC Trust, and then further channeled to the IERP Trust II.

SECTION 3. IERP II Claims.

An “**IERP II Claim**” is a Present Private Opioid Claim against any of the Debtors (a) held by an independent emergency room physician whose billing and revenue collection were entirely separate from the billing practices of the medical facilities where such emergency room physician practiced and who were not employed by such medical facilities at any time between 1997 and 2022, and (b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, IERP II Claims shall not include Hospital Opioid Claims.

On the Effective Date, all IERP II Claims shall be channeled to and assumed exclusively by the PPOC Trust, and then further channeled to and assumed exclusively by the IERP Trust II. IERP II Claims shall be administered, liquidated and discharged solely pursuant to the IERP Trust II Documents and satisfied solely from funds held by the IERP Trust II as and to the extent provided in the applicable IERP Trust Documents, in each case, in accordance with the Governing Order and Filings.

IERP Trust II Authorized Recipients are required to use all funds distributed to them from the IERP Trust II solely and exclusively for the IERP Trust II Authorized Opioid Abatement Purposes contained in Section 8 of these IERP II TDP and approved administration expenses required for the implementation thereof.

SECTION 4. CLAIMS ADMINISTRATION.

The IERP Trust II is expected to receive a total of \$1.9 million in a lump sum payment from the PPOC Trust as soon as is reasonably practicable after the Effective Date. The Trustee of the IERP Trust II (the “**Trustee**”) is .Dr. Michael Masiowski. The Trustee, overseen by the IERP

Trust II Trust Advisory Committee (the “**TAC**,”) shall have the authority to perform all functions on behalf of the IERP Trust II and shall undertake all administrative responsibilities as are provided in the IERP Trust II Documents; provided that the Trustee may not take any actions prohibited by the Plan or the Confirmation Order.

4.1 Claims Administration & Other Professionals.

In accordance with the IERP Trust II Documents, the Trustee, with approval by the TAC, shall have the power to hire employees, engage legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents as the business of the IERP Trust II requires, and delegate to such persons such powers and authorities as the Trustee, in his discretion, deems advisable or necessary in order to carry out the terms of the IERP Trust II in accordance with the Governing Order and Filings and the IERP Trust II Documents.

4.2 Role of the Trustee in the Claims Process.

The Trustee, with approval from the TAC, shall have the authority to determine whether holders of IERP II Claims are IERP Trust II Authorized Recipients and the amount of IERP Trust II Abatement Distributions to be made by the IERP Trust II. To qualify as an IERP Trust II Authorized Recipient and be eligible to receive an IERP Trust II Abatement Distribution, holders of IERP II Claims must comply with the terms, provisions and procedures set forth in the IERP Trust II Documents and the Governing Order and Filings. The Trustee, Claims Administrator, and TAC may investigate any IERP II Claim and may request information from any holder of an IERP II Claim to ensure compliance with the terms set forth in the IERP Trust II Documents.

4.3 IERP Trust II Advisory Committee. Pursuant to the IERP Trust II Agreement, the Trustee shall administer the IERP Trust II and IERP II TDP in consultation with the TAC, which represents the interests of holders of IERP II Claims and ensures fairness, efficiency and effectiveness of the IERP Trust II. The duties of the TAC with respect to the IERP Trust II are set forth in the IERP Trust II Agreement.

SECTION 5. ELIGIBILITY FOR IERP TRUST II DISTRIBUTION.

The Trustee will, in consultation with the TAC, determine whether an IERP II Claim is Allowed and, further, whether the holder of such IERP II Claim qualifies as an IERP Trust II Authorized Recipient and, if so, the amount of the IERP Trust II Abatement Distribution to be made to each IERP Trust II Authorized Recipient. The Trustee can modify all deadlines indicated herein with TAC approval.

5.1 Qualifying as an IERP Trust II Authorized Recipient.

The Trustee will, with TAC approval, cause to be prepared the necessary forms as part of the claims process to be completed by holders of IERP II Claims that have been channeled to the IERP Trust II pursuant to the Plan. The first stage of the process will require the Trustee to verify that the IERP: (i) holds an IERP II Claim and that he or she is or was an IERP for at least five years any time from 1997 - 2022, (ii) has incurred financial damages from treating uninsured or under-insured³ patients suffering from Opioid Use Disorder (“**OD**”), opioid misuse, opioid dependency or opioid related co-morbidities, and (iii) has submitted all requested tax documents. The holder of an IERP II Claim has 30 days from receipt of the IERP Trust II forms required to

³ “Under-insured patients” refers to patients who have insurance but are still unable to pay for the medical treatment received in the emergency room as it relates to treating patients with opioid use disorder or any opioid-related diagnosis.

submit such forms to the Trustee. If such holder does not submit such forms within 30 days, such holder's IERP II Claim shall be Disallowed and thereby discharged and released in full, and such holder shall have no further recourse to any of the Debtors or the Post-Emergence Entities. For the avoidance of doubt, in the event such IERP II Claim is Disallowed, the Non-GUC Releases granted or deemed to have been granted by the holder of such Disallowed IERP II Claim under the Plan shall be unaffected by such Disallowance and shall remain in full force and effect.

The following verifications must be provided:

(a) Proof of non-hospital employee status as an independent emergency room physician for at least five years any time from 1997-2022; and

(b) NPI number;

All materials must be timely submitted, along with any required proof pursuant to §3.1(a)-

(b). Any discrepancy as to whether an IERP II Claim is Allowed or whether the holder thereof qualifies to be an IERP Trust II Authorized Recipient will be resolved by the Trustee in consultation with the TAC and in accordance with the IERP Trust II Documents and the Governing Order and Filings.

5.2 Qualifying as an IERP Trust II Authorized Recipient and Eligibility for an IERP Trust II Abatement Distribution.

The second phase of the process will be to verify that the holder of an IERP II Claim is an IERP Trust II Authorized Recipient and eligible to receive an IERP Trust II Abatement Distribution as follows:

(a) The Trustee, with TAC approval, will notify each holder of an IERP II Claim as to whether or not such IERP II Claim is Allowed.

(b) If such holder is notified that their IERP II Claim is Disallowed, no further action need be taken by the IERP Trust II; provided, for the avoidance of doubt, that upon such IERP II Claim being Disallowed, such Disallowed IERP II Claim shall be discharged and released in full and shall thereafter be barred from assertion against any Debtor or Post-Emergence Entity; and provided, further, that the Non-GUC Releases granted by the holder of such Disallowed IERP II Claim, if applicable, shall be unaffected by the Disallowance of such IERP II Claim and shall remain in full force and effect.

(c) If the IERP is notified that he or she holds an Allowed IERP II Claim and may be an IERP Trust II Authorized Recipient eligible to receive an IERP Trust II Abatement Distribution, at minimum, such IERP must provide the following information to the Trustee or Claims Administrator within 60 days of such notification:⁴

(i) A detailed description of the strategies to be used by such IERP Trust II Authorized Recipient to implement the IERP Trust II Authorized Opioid Abatement Purposes (the “**Abatement Strategies**”), include a timeline for expending IERP Trust II Abatement Distribution funds, assurance that expenditures for IERP Trust II Authorized Opioid Abatement Purposes will begin within 90 days of receiving an IERP Trust II Abatement Distribution, and a yearly budget for up to three years for the implementation of the Abatement Strategies;

(ii) W-9 form;

(iii) Proof of the years and number of hours worked as an IERP, between 1997 – 2022, treating patients with OUD, opioid misuse, opioid dependency or opioid related co-

⁴ The Trustee, with approval of the TAC, may amend any of these requirements; provided, that no such amendments shall be inconsistent with the terms of the Plan or the Confirmation Order.

morbidities (the form will specify acceptable forms of proof, such as 1099's, work schedules, etc.).⁵

Within 120 days of the Trustee or Claims Administrator receiving the required materials, the Trustee or Claims Administrator will notify the holder of the applicable IERP II Claim as to whether or not such holder is an IERP Trust II Authorized Recipient who is eligible to receive an IERP Trust II Abatement Distribution. Such IERP II Authorized Recipient will also be informed that, once the amount of the applicable IERP Trust II Abatement Distribution has been determined, such IERP Trust II Authorized Recipient will be notified of the amount of such IERP Trust II Abatement Distribution and the conditions for receiving such IERP Trust II Abatement Distribution outlined in § 5.

SECTION 6. DETERMINING DISTRIBUTION AMOUNTS.

The amount of the IERP Trust II Abatement Distribution that each verified and eligible IERP Trust II Authorized Recipient will receive shall be based on (i) such IERP Trust II Authorized Recipient's damages calculated for the years between 1997 – 2022.⁶, (ii) the number of IERP II Claims channeled to the IERP Trust II and the availability of IERP Trust II Assets, (iii) the sufficiency, viability, and appropriateness of the applicable IERP Trust II Authorized Recipient's proposed Abatement Strategies and budget, and (iv) whether such IERP Trust II Authorized Recipient granted (or was deemed to have granted) pursuant to the Plan the Non-GUC Releases. In order to be considered to be eligible to receive an IERP Trust II Abatement Distribution, the IERP Trust II Authorized Recipient must timely submit all required forms and

⁵ For any IERP Trust II Authorized Recipient who is unable to reasonably access the proof required regarding years and hours working as an IERP during the specified years, a sworn & signed affidavit under penalties of perjury can be provided containing the requested information, detailing the reasons that he or she does not have reasonable access to such data, and affirming all the information on the affidavit as true and correct.

⁶ Endo International plc began manufacturing Percocet in 1997 and filed for bankruptcy in 2022.

evidentiary documentation. To the extent an IERP Trust II Authorized Recipient grants (or is deemed to have granted), in accordance with the Plan, the Non-GUC Releases, such IERP Trust II Authorized Recipient shall receive an additional IERP Trust II Abatement Distribution from the IERP Trust II Authorized Recipient, which additional IERP Trust II Abatement Distribution shall be in an amount calculated by multiplying (a) the amount of the original IERP Trust II Abatement Distribution to be made to such IERP Trust II Authorized Recipient pursuant to the IERP II Trust Documents, by (b) a multiplier of 4x, which additional IERP Trust II Abatement Distribution shall be in exchange for such holder's grant of the Non-GUC Releases.

6.1 Total IERP Trust II Abatement Distribution Amount for Each IERP Trust II Authorized Recipient.

The Trustee and TAC will consider the estimated total revenue loss, the number of verified IERP Trust II Authorized Recipients and availability of funds, and the accuracy, viability and appropriateness of the IERP Trust II Authorized Recipient's submitted Abatement Strategies to be implemented when determining the IERP Trust II Abatement Distribution amount for each IERP Trust II Authorized Recipient (excluding any additional IERP Trust II Abatement Distributions to be made in accordance with the preceding paragraph in exchange for an IERP Trust II Authorized Recipient having granted or being deemed to have granted the Non-GUC Releases. The IERP Trust II Abatement Distributions will be made in accordance with the procedures outlined in this IERP II TDP.

SECTION 7. ABATEMENT DISTRIBUTIONS BY THE IERP TRUST II.

IERP Trust II Authorized Recipients eligible to receive IERP Trust II Abatement Distributions will be sent a form of agreement (the "**IERP Trust II Abatement Distribution Form**") containing the following conditions that such IERP Trust II Authorized Recipient must

agree to by returning an executed IERP Trust II Abatement Distribution Form in order to receive an IERP Trust II Abatement Distribution:

(a) To only use the monies as provided in the IERP Trust II Abatement Distribution Form;

(b) To be the sole person responsible for all applicable local, state, and federal taxes and any obligations to the IRS related to receipt of any IERP Trust II Abatement Distribution;

(c) To prepare and submit to the Trustee (who will submit to the TAC) an Annual Report regarding progress of implementing such IERP Trust II Authorized Recipient's Abatement Strategies, funds expended, for what purpose such funds were expended, and a description of the next phase of the Abatement Strategies;

(d) To make all payments made in furtherance of the implementation of such IERP Trust II Authorized Recipient's Abatement Strategies available for review by the Trustee and TAC when requested; and

(e) To provide to the Trustee or TAC, when requested, any information, forms, and documentation that may be required for tax purposes.

Upon receipt of the signed IERP Trust II Abatement Distribution Form, the Trustee will distribute the applicable IERP Trust II Abatement Distribution to the IERP Trust II Authorized Recipient.

If the Trustee or TAC identifies a material misstatement made by the IERP Trust II Authorized Recipient and contained in the IERP Trust II Distribution Form or supporting documentation, the IERP II Trustee or TAC may, for good cause shown, allow the IERP Trust II Authorized Recipient up to 30 days to resubmit a corrected IERP Trust II Distribution Form with supporting documentation. Failure to timely correct misstatements in a manner acceptable to the

Trustee or TAC may result in forfeiture of all or part of the IERP II Claim holder's qualification as an IERP Trust II Authorized Recipient and of such holder's right to receive IERP Trust II Abatement Distributions. If the misstatement is discovered after an IERP Trust II Abatement Distribution has been made, the holder that received such IERP Trust II Abatement Distribution may be required to return all funds received from the IERP Trust II. Notwithstanding anything to the contrary herein, the Non-GUC Releases granted by such IERP Trust II Authorized Recipient (or deemed to have been granted by such IERP Trust II Authorized Recipient) in accordance with the Plan) and the efficacy, enforceability, scope and terms thereof shall be unaffected and remain in full force and effect regardless of (i) whether or not such IERP Trust II Authorized Recipient has already received, becomes eligible to receive, or is required to return all or a portion of any IERP Trust II Abatement Distribution and (ii) when the misstatement was discovered.

SECTION 8. IERP TRUST II AUTHORIZED OPIOID ABATEMENT PURPOSES.

All available funds distributed to IERP Trust II Authorized Recipients shall be used solely and exclusively for IERP Trust II Authorized Opioid Abatement Purposes. IERP Trust II Authorized Opioid Abatement Purposes are those that are intended to:

- (a) Reduce the use of opioids and increase the use of alternatives to opioids by emergency room physicians when treating pain to reduce the chance of opioid misuse.
- (b) Increase the use of risk assessments prior to prescribing opioids to determine the likelihood of misuse on the part of the patient.
- (c) Increase the use of OUD screening practices for all patients presenting at the emergency room to identify patients who could benefit from MAT and/or referral to treatment programs.

(c) Increase the number of emergency room physicians initiating MAT in the emergency room to reduce overdose deaths and increase enrollment and retention in treatment programs.

(f) Increase the distribution of NARCAN (or comparable medication) by emergency rooms via emergency room physicians, recovery support specialists or nurses.

(g) Increase accessibility and availability of NARCAN (or comparable medication) through participation in health fairs, community events, and other public gatherings as well as placement of NARCAN vending machines in key locations.

(h) Increase utilization of recovery support specialists by emergency room physicians to link the patient to MAT outpatient or residential treatment to increase the number of persons with OUD who begin and remain in treatment.

Any unused IERP II Trust Assets (i.e., any funds remaining in the IERP Trust II after all IERP Trust II Abatement Distributions have been completed) shall be used by the Trustee at the direction of the TAC to implement and evaluate Approved Abatement Programs. Any such Approved Abatement Programs shall be created from evidence-based data and must address IERP Trust II Authorized Opioid Abatement Purposes, and expenditures for such Approved Abatement Programs must be approved by the TAC prior to implementation.

SECTION 9. REPORTING BY IERP TRUST II AUTHORIZED RECIPIENTS.

The Trustee will cause to be prepared reporting documents to be completed by IERP Trust II Authorized Recipients quarterly in the first year of implementation and semi-annually thereafter. A report is to be submitted to the Trustee, who will subsequently submit it to the TAC, within 14 days of receipt. The report shall contain at a minimum, the following:

(a) Dated expenditures for administration and implementation of each Abatement Strategy and evidence that expenditures commenced within the required time period (i.e. 90 days from receipt of the applicable IERP Trust II Abatement Distribution);

(b) Expenditures made to date and for what purposes;

(c) Timeline of Abatement Strategy implementation;

(d) Data or descriptive information indicating the effectiveness of each Abatement Strategy implemented to date;⁷ and,

(e) Response to any inquiries received from the Trustee, Claims Administrator, or TAC.

The Trustee and TAC shall have the right to audit or cause to be audited an IERP Trust II Authorized Recipient's expenditures for IERP Trust II Authorized Abatement Purposes to determine if such IERP Trust II Authorized Recipient has met the requirements set forth in the IERP Trust II Documents governing the use of IERP Trust II Abatement Distributions. Each IERP Trust II Authorized Recipient, when requested by the Trustee (or its agents or representatives) or the TAC shall provide supporting documentation demonstrating that such IERP Trust II Authorized Recipient's expenditures for IERP Trust II Authorized Abatement Purposes have met the requirements of the IERP Trust II Documents. All Proofs of Claim, IERP Trust II Abatement Distribution Forms and certifications filed or submitted by holders of IERP Trust II Claims are subject to audit by the IERP Trustee or the TAC.

⁷ Any description should be submitted in an affidavit.

Exhibit 3-A

Future PI Trust Agreement

ENDO FUTURE PERSONAL INJURY TRUST AGREEMENT

This Endo Future Personal Injury Trust Agreement (this “**Trust Agreement**”), dated and effective as of [DATE],¹ is entered into, as contemplated by the [*Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] [Docket No. ___] as may be amended from time to time (the “**Plan**”), and the [*Order Confirming Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] [Docket No. ___] as may be amended from time to time (the “**Confirmation Order**”), by Endo, Inc., a Delaware corporation (the “**Purchaser Parent**” or “**Settlor**” and, together with any designee or assignee thereof, which may include one or more other Purchaser Entities other than any Transferred Debtor or Non-Debtor Affiliate, the “**Purchaser**”; *provided* that such designation or assignment shall not relieve Purchaser Parent of any of its obligations hereunder, and all obligations of Purchaser Parent hereunder shall be joint and several obligations of Purchaser Parent and such designee or assignee); [___] (the “**Delaware Trustee**”); the Personal Injury Trustee identified on the signature pages hereof (the “**Trustee**”); and Roger Frankel, as the court-appointed legal representative for Future Claimants (the “**FCR**”);

WHEREAS, on August 16, 2022, Endo International plc and its affiliated debtors and debtors in possession (together with any later-filed affiliate debtors and debtors in possession, the “**Debtors**”) commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, Confirmation Order, the Future PI Trust Documents and/or the other documents governing the Future PI Trust, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the foregoing documents, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

York (the “**Bankruptcy Court**”), administered and known as *In re Endo International plc, et al.*, No. 22-22549 (JLG) (the “**Chapter 11 Cases**”);

WHEREAS, on [___], 2024, the Bankruptcy Court entered the Confirmation Order confirming the Plan [Docket No. ___];

WHEREAS, the Plan contemplates, *inter alia*, the creation of a future personal injury trust, as provided herein to be called the Endo Future Personal Injury Trust (the “**Future PI Trust**”);

WHEREAS, as contemplated by the Plan and Confirmation Order, the Future PI Trust shall be established to (i) assume all liability for the Future Opioid PI Claims,² Future NAS PI Claims,³ and Future Mesh Claims⁴ (collectively, the “**Future PI Claims**”), (ii) assume the Future Trust

² The term “**Future Opioid PI Claim**” means any and all Claims held by a natural person (a) resulting from an injury to such natural person identified on the Claim Form; (b) arising from such natural person’s own use of a Qualifying Opioid, or arising from the use by a decedent of a Qualifying Opioid, in each case, prior to January 1, 2019; and (c) whose first injury resulting from such use manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date. The term “**Future Opioid PI Claimant**” means a person holding a Future Opioid PI Claim. For the avoidance of doubt, any party who has filed a Proof of Claim (or who has had a Proof of Claim filed on their behalf) in the Chapter 11 Cases or who has used Opioid Products manufactured, marketed, or sold by any of the Debtors or any of their respective predecessors and whose first injury resulting from such use manifested before the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, is not a Future Opioid PI Claimant. Any claimants who do not timely deliver an executed Release Form are not eligible to receive a distribution from the Future PI Trust.

³ The term “**Future NAS PI Claim**” means any and all Claims held by natural persons who (a) were diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication; and (b) are born after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, but before the date that is the later of (i) 10 months after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date; and (ii) the Effective Date. The term “**Future NAS PI Claimant**” means a person holding a Future NAS PI Claim. Any claimants who do not timely deliver an executed Release Form are not eligible to receive a distribution from the Future PI Trust.

⁴ The term “**Future Mesh Claim**” means any and all Claims against the Debtors held by individuals (a) who have had a transvaginal mesh Product manufactured by any of the Debtors, the Non-Debtor Affiliates, any of their respective current and former Affiliates, or any of their respective predecessors implanted in such individual before the Petition Date; and (b) whose first injury from such implantation manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date. The term “**Future Mesh Claimant**” means a person holding a Future Mesh Claim. For the avoidance of doubt, any party who has filed a Proof of Claim (or who has had a Proof of Claim filed on their behalf) in the Chapter 11 Cases or who has had a transvaginal mesh product sold, manufactured or marketed by any of the Debtors, the Non-Debtor Affiliates or any of their respective predecessors implanted into them before the Petition Date and whose first injury from such implantation manifested before the General Bar Date or, solely with respect to Foreign Claims, the Extended Foreign Bar Date, is not a Future Mesh Claimant. Any claimants who do not timely deliver an executed Release Form are not eligible to receive a distribution from the Future PI Trust.

Consideration, (iii) administer the Future PI Claims, (iv) make distributions to holders of Allowed Future PI Claims in accordance with the Future PI Trust Documents,⁵ and (v) carry out such other matters as are set forth in the Future PI Trust Documents;

WHEREAS, the Plan contemplates that, as of the Effective Date, all Future PI Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to the Future PI Trust in accordance with the Plan and the Future PI Trust Documents;

WHEREAS, as set forth in the Plan and the Future PI Trust Documents, the Future PI Trust is to use its assets and income to resolve and satisfy all eligible Future PI Claims that seek compensation from the Future PI Trust and shall (i) hold, manage, and invest all funds and other assets received by the Future PI Trust for the benefit of the beneficiaries of the Future PI Trust; and (ii) administer, process, resolve, and liquidate all Allowed Future PI Claims in accordance with the Endo Future Opioid PI Trust Distribution Procedures (the “**Future Opioid PI TDP**”), the Endo Future NAS PI Trust Distribution Procedures (the “**Future NAS PI TDP**”), or the Endo Future Mesh PI Trust Distribution Procedures (the “**Future Mesh PI TDP**” and, together with the Future Opioid PI TDP and the Future NAS PI TDP, the “**Future PI TDPs**”), as applicable;

WHEREAS, it is the intent of Purchaser Parent, the Trustee, and the FCR, that the Future PI Trust will value the Future PI Claims, and be in a financial position to pay holders of Allowed Future PI Claims, in accordance with the terms of the Future PI Trust Documents;

WHEREAS, all rights of the eligible holders of Future PI Claims (“**Future PI Claimants**”) arising under the Future PI Trust Documents shall vest upon the Effective Date; and

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

⁵ The “**Future PI Trust Documents**” are this Trust Agreement and the Future PI TDPs (as defined herein).

AGREEMENT OF TRUST

1.1 Creation and Name. This trust was established by the filing of a Certificate of Trust with the Secretary of State for the State of Delaware on [], 2024. This trust shall be known as the “Endo Future Personal Injury Trust,” which is the Future PI Trust provided for and referred to in the Plan. The Trustee may transact the business and affairs of the Future PI Trust in the name of the Future PI Trust, and references herein to the Future PI Trust shall include the Trustee acting on behalf of the Future PI Trust. It is the intention of the parties hereto that the trust created hereby constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the “**DST Act**”), and that this document constitute the governing instrument of the Future PI Trust. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State.

1.2 Purpose. The purpose of the Future PI Trust is to assume all of the Debtors’ liabilities and responsibility for all Future PI Claims, to resolve and make distributions in respect of Allowed Future PI Claims in accordance with the Future PI TDPs, use the Future PI Trust Assets (as defined herein) and income to meet its obligations, as well as to, among other things:

- (a) [RESERVED]
- (b) direct the administration, processing, liquidation and payment of all Allowed Future PI Claims in accordance with the Plan, the Confirmation Order, and the Future PI Trust Documents;
- (c) preserve, hold, and manage the assets of the Future PI Trust for use in paying and satisfying Allowed Future PI Claims;
- (d) [RESERVED]

(e) pay holders of Allowed Future PI Claims in accordance with the Future PI Trust Documents and any LRP (defined below) the Trustee may establish, such that holders of Allowed Future PI Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such Allowed Future PI Claims;

(f) make distributions from the Future PI Trust Assets to holders of Allowed Future PI Claims in accordance with the Plan, the Confirmation Order, the Future PI Trust Documents, and the LRP, if applicable;

(g) use the Future PI Trust's assets and income to pay any and all fees, costs, expenses, taxes, disbursements, debts, or obligations of the Future PI Trust incurred from the operation and administration of the Future PI Trust (including in connection with the Plan, the Confirmation Order, the PI Trust Documents and the LRP, if applicable) and management of the Future PI Trust Assets (together, the "**Trust Operating Expenses**") in accordance with the Future PI Trust Documents; and

(h) make distributions on Allowed Future PI Claims (together with the Trust Operating Expenses, the "**Trust Expenses**").

1.3 Transfer of Assets. Pursuant to and in accordance with the Plan, the Future PI Trust shall receive the Future Trust Consideration (together with any proceeds from or interest thereon, the "**Future PI Trust Assets**") as follows. In all events, the Future PI Trust Assets or any other assets to be transferred to the Future PI Trust under the Plan will be transferred to the Future PI Trust free and clear of all Claims, interests, Liens, and other encumbrances and liabilities of any kind except as otherwise provided in the Future PI Trust Documents.

(a) Funding of Future PI Trust

i. With respect to the Future PI Trust Assets to be allocated to holders of Allowed Future Opioid PI Claims and Allowed Future NAS PI Claims (the “**Future Opioid PI/NAS PI Trust Share**”), Purchaser Parent shall fund the Future PI Trust for the benefit of such holders (solely to the extent such holders are Non-GUC Releasing Parties) (x) on the Effective Date and on the first, second, third, fourth, and fifth anniversary of the Effective Date in the amount of \$1.15 million, and (y) on the sixth, seventh, eighth, and ninth anniversary of the Effective Date, in an amount equal to the lesser of (i) \$1.15 million and (ii) the amount (if any) necessary for the Future Opioid PI/NAS PI Trust Share to equal (a) \$3.5 million (together with any recoveries or investments from any source) in the years following the sixth and seventh anniversaries of the Effective Date; and (b) \$2.35 million (together with any recoveries or investments from any source) in the years following the eighth and ninth anniversaries of the Effective Date (in each case, for the benefit of holders of Allowed Future Opioid PI Claims and Allowed Future NAS PI Claims); *provided* that the maximum amount of any such annual payment shall be \$1.15 million; *provided further*, that the maximum aggregate amount of all payments described in clauses (x) and (y) shall be \$11.385 million, the “**Future Opioid Trust Consideration**”.

ii. With respect to the Future PI Trust Assets to be allocated to holders of Allowed Future Mesh Claims, the Future PI Trust will be funded by Purchaser Parent for the benefit of holders of Allowed Future Mesh Claims (solely to the extent such holders are Non-GUC Releasing Parties) in an aggregate amount of \$495,000 (the “**Future Mesh Trust Consideration**” and, together with the Future Opioid Trust Consideration, the “**Future Trust Consideration**”). The Future Mesh Trust Consideration will consist of an initial payment of \$250,000 to be made

on the Effective Date, and a second payment of \$245,000 to be made on the date that is the first anniversary of the Effective Date.

iii. Upon a Change in Control of Purchaser Parent, if required by the Trustee, the Purchaser Entities must immediately make a payment to the Future PI Trust of Cash in an amount equal to the then-outstanding amount of the Future Trust Consideration, which may be paid at a price equal to the present value of such amounts, discounted at a discount rate of 12% per annum; *provided, that*, upon the termination of the Future PI Trust, any amounts paid in accordance with this provision shall remain subject to the reversionary interest therein of the Purchaser Entities as described in section 1.3(b) below, in accordance with the Future PI Trust Documents, the Plan, and the Confirmation Order.

(b) Reversion of Future Trust Consideration

i. Future Opioid Trust Consideration (together with any proceeds from or interest thereon) that (a)(x) on the fifth, sixth, and seventh anniversaries of the Effective Date exceeds \$3.5 million and/or (y) on the eighth and ninth anniversaries of the Effective Date exceeds \$2.35 million, or (b) remains in the Future PI Trust upon the termination of the Future PI Trust with respect to Future Opioid PI Claims and Future NAS PI Claims shall, in each case, unconditionally and irrevocably revert and be transferred to Purchaser Parent upon such occurrence or termination, as applicable; provided, however, that nothing in this section 1.3(b)(i) shall alter Purchaser Parent's funding obligations under section 1.3(a)(i) of this Trust Agreement.

ii. The Future Mesh Trust Consideration (together with any proceeds from or interest thereon) that remains in the Future PI Trust upon the termination of the Future PI Trust with respect to Future Mesh Claims shall be transferred and unconditionally and irrevocably revert to Purchaser Parent.

1.4 [RESERVED].

1.5 **Acceptance of Assets and Assumption of Liabilities.**

(a) In furtherance of the purposes of the Future PI Trust, the Future PI Trust hereby expressly accepts the transfer to the Future PI Trust of the Future Trust Consideration and any other transfers contemplated by the Plan, the Confirmation Order, and the Future PI Trust Documents in the time and manner as, and subject to the terms, contemplated in the Plan and the Future PI Trust Documents.

(b) In furtherance of the purposes of the Future PI Trust, the Future PI Trust expressly assumes all liabilities and responsibility for all Future PI Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith. Except as otherwise provided in the Plan or the Future PI Trust Documents, the Future PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors or the Post-Emergence Entities have, or would have had, under applicable law, but solely to the extent consistent with the Plan, the Confirmation Order, and the Future PI Trust Documents; *provided, that*, no such cross-claims, defenses, offsets, recoupments, or other rights may be asserted against any Released Party.

(c) [RESERVED]

(d) To the extent required by the DST Act, the beneficial owners (within the meaning of the DST Act) of the Future PI Trust (the “**Beneficial Owners**”) shall be deemed to be the Future PI Claimants; provided that (i) the Future PI Claimants, as such Beneficial Owners, shall have only such rights with respect to the Future PI Trust and its assets as are set forth in the Future PI Trust Documents and (ii) no greater or other rights, including upon dissolution,

liquidation, or winding up of the Future PI Trust, shall be deemed to apply to the Future PI Claimants in their capacity as Beneficial Owners.

(e) Nothing in this Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction or the Releases under the Plan.

ARTICLE II

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Trustee is and shall act as the fiduciary to the Future PI Trust in accordance with the provisions of the Future PI Trust Documents, the Plan, the Confirmation Order, and any documents contemplated thereby. The Trustee shall, at all times, administer the Future PI Trust and the Future PI Trust Assets in accordance with the purposes set forth in section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Plan, and the Confirmation Order, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the Future PI Trust, including, without limitation, each power expressly granted in this section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of section 2.2, and any power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

(i) receive and hold the Future PI Trust Assets and exercise all rights with respect thereto, including the right to vote and sell any securities that are included in the Future PI Trust Assets;

(ii) invest the monies held from time to time by the Future PI Trust, in consultation with the FCR and the financial advisors, if any, for the Future PI Trust (the “**Financial Advisors**”);

(iii) sell, transfer, or exchange, in the ordinary course of business, any or all of the Future PI Trust Assets at such prices and upon such terms as the Trustee may consider proper, consistent with the other terms of the Future PI Trust Documents, without further order of any court;

(iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the Future PI Trust to operate;

(v) pay liabilities and expenses of the Future PI Trust;

(vi) subject to the terms of the Plan, the Confirmation Order, and the Future PI Trust Documents, sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding;

(vii) establish, supervise, and administer the Future PI Trust in accordance with the Future PI Trust Documents;

(viii) if necessary in the judgment of the Trustee, establish a lien resolution program (“**LRP**”) and appoint and oversee the actions of a lien resolution agent to carry out the LRP;

(ix) appoint, hire, or engage such officers, employees, advisors, counsel, consultants, independent contractors, representatives, and agents to provide such legal, financial,

accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services (“**Professionals**”) as the business of the Future PI Trust requires, and delegate to such Professionals such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in the Trustee’s discretion, deems advisable or necessary in order to carry out the terms of the Future PI Trust Documents;

(x) [RESERVED];

(xi) pay reasonable compensation solely from the Future Trust Consideration to Professionals engaged by the Future PI Trust, subject to the Trust Expense Cap;

(xii) as provided below, (a) compensate solely from the Future Trust Consideration the Trustee and the Delaware Trustee, as well as their respective Professionals (subject to the Trust Expense Cap), and (b) reimburse solely from the Future Trust Consideration the Trustee and the Delaware Trustee, as well as their respective Professionals, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder (subject to the Trust Expense Cap);

(xiii) compensate solely from the Future Trust Consideration the FCR and the FCR Professionals and reimburse solely from the Future Trust Consideration the FCR and the FCR Professionals for all reasonable and documented out-of-pocket costs and expenses in accordance with sections 6.5 and 6.6 below; *provided, however*, that compensation and expense reimbursement paid to the FCR and the FCR Professionals shall not exceed (i) \$150,000 per annum for the period commencing on the Effective Date and terminating on the third anniversary thereof and (ii) \$75,000 per annum thereafter (the “**FCR Expense Cap**”).

(xiv) execute and deliver such instruments as the Trustee considers proper in administering the Future PI Trust;

(xv) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Future PI Trust, provided such arrangements do not conflict with any other provision of the Future PI Trust Documents;

(xvi) in accordance with section 4.6 below, defend, indemnify, and hold harmless (and, if practicable and reasonable, purchase insurance indemnifying) the Trustee, the Delaware Trustee, and the FCR, and the respective Professionals of the Future PI Trust (including the Claims Administrator (as defined herein) and its staff and agents) (collectively, the “**Indemnified Parties**” or “**Indemnified Party**” in the singular), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and insure its trustees, Professionals and other parties. For the avoidance of doubt, none of the Debtors, the Purchaser Entities, nor any other Post-Emergence Entity shall be responsible or liable for any indemnification or reimbursement obligations under this Trust Agreement. Notwithstanding anything to the contrary herein, no party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which such party is liable under section 4.4 below;

(xvii) [RESERVED]

(xviii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Future PI Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in section 4.4 below;

(xix) consult with the FCR at such times and with respect to such issues relating to the conduct of the Future PI Trust as the Trustee considers desirable in addition to such matters as are prescribed in the Future PI Trust Documents;

(xx) make, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve in the name of the Future PI Trust, any claim, right, action, or cause of action included in the Future PI Trust Assets (and not prohibited by the Plan, Confirmation Order, or this Trust Agreement), before any court of competent jurisdiction; and

(xxi) contract for the establishment and continuing maintenance of a website to publish the claims materials and the Annual Report (as defined herein), and aid in communicating information to the beneficiaries of the Future PI Trust and their respective counsel or other authorized persons.

(d) The Trustee shall not have the power to guarantee any debt of other Persons.

(e) The Trustee agrees to take the actions of the Future PI Trust required hereunder.

(f) The Trustee shall give the FCR reasonably prompt notice of any material act performed or taken pursuant to sections 2.1 above and any act proposed to be performed or taken pursuant to section 2.2(g) below.

2.2 General Administration.

(a) The Trustee shall act in accordance with this Trust Agreement, the Plan, the Confirmation Order, and the Future PI Trust Documents and any documents contemplated by any of the foregoing. In the event of a conflict between the terms or provisions of the Plan or the Confirmation Order and the Future PI Trust Documents, the terms of the Plan and Confirmation Order shall control. For the avoidance of doubt, this Trust Agreement shall be construed and

implemented in accordance with the Plan and the Confirmation Order, regardless of whether any provision herein explicitly references the Plan or the Confirmation Order, as applicable.

(b) The Trustee shall (i) timely file such income tax and other returns and statements required to be filed, and shall timely pay all taxes required to be paid by the Future PI Trust and (ii) comply with all applicable reporting and withholding obligations.

(c) The Trustee may withhold, and shall pay to the appropriate tax authority, all amounts required by law to be withheld pursuant to the Internal Revenue Code or any provision of any applicable foreign, state, or local tax law with respect to any payment or distribution to the holders of Allowed Future PI Claims. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such holders of Allowed Future PI Claims for all purposes of this Trust Agreement. The Trustee shall be authorized to collect tax information, which may include applicable IRS Form W-8 or IRS Form W-9, from the holders of Allowed Future PI Claims (including tax identification numbers) as reasonably requested by the Trustee, readily available to the holders of the Allowed Future PI Claims and necessary to effectuate the Plan and Future PI Trust Documents. The Trustee may refuse to make some or all of a distribution to a holder of an Allowed Future PI Claim that fails to furnish such information in a timely fashion, and until such information is delivered may treat such holder's Allowed Future PI Claim, as disputed; provided, however, that, upon the delivery of such information by a holder of an Allowed Future PI Claim, the Trustee shall make such distribution to which such holder is entitled, without additional interest occasioned by such holder's delay in providing tax information. Notwithstanding the foregoing, if a holder of an Allowed Future PI Claim fails to furnish any tax information reasonably requested by the Trustee before the date that is six months after the request is made (subject to extension in the discretion of the Trustee if such holder

demonstrates to the reasonable satisfaction of the Trustee that such holder's failure to provide such tax information is due to one or more taxing authorities' failure to furnish information necessary to respond to the Trustee's reasonable request to such holder despite such holder's request for such information), to the fullest extent permitted by law, the Trustee in his discretion, may determine that the amount of such distribution shall irrevocably revert to the Future PI Trust, and any Allowed Future PI Claim with respect to such distribution shall be discharged and forever barred from assertion against the Future PI Trust or its property and the Non-GUC Released Parties (including the Debtors and the Post-Emergence Entities). For the avoidance of doubt, in the event a holder's claim is discharged pursuant to this clause (c), the enforceability, efficacy, scope and terms of any and all releases granted to the Debtors or the Post-Emergence Entities and of the release form granting a release to the Non-GUC Released Parties⁶ (the "**Release Form**") executed by such holder, including the release granted thereunder, shall remain intact and unaffected by any such discharge.

⁶ "**Non-GUC Released Parties**" means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and each Prepetition Secured Party, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) with respect to each of the foregoing Persons listed in clauses (a) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates (except, in the case of Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners LLC, to the extent that Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners do not have the authority to bind an Affiliate), respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (n) with respect to each of the foregoing Persons listed in clauses (a) through (m), such Persons' current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. Notwithstanding the foregoing or anything to the contrary in the Plan or in any other Plan Document, "Non-GUC Released Parties" shall not include any Excluded Party and all Claims and Causes of Action against such Persons shall be preserved and not released in accordance with the Plan.

(d) The Trustee shall be responsible for all of the Future PI Trust's tax matters, including without limitation, tax audits, claims, defenses and proceedings. The Trustee shall file (or cause to be filed) any other statement, return, or disclosure relating to the Future PI Trust that is required by any governmental unit and be responsible for payment, out of the Future PI Trust Assets, of any taxes imposed on the Future PI Trust or its assets.

(e) The Trustee may or shall (as the context requires) provide the following reports:

(i) The Future PI Trust shall cause to be prepared and provide to the FCR, Purchaser Parent, and, to the extent reciprocal information is provided by the PPOC Sub-Trusts for PI Opioid Claims and NAS PI Claims (the "**Present PI-NAS Sub-Trusts**"), the trustee of the Present PI-NAS Sub-Trusts, quarterly reports on the financial condition of the Future PI Trust, including a report of Future Trust Consideration balances, expenditures, distributions, forward-looking projections, and the status thereof, any related proceedings (including insurance proceedings), and any assets (including the value thereof) obtained or retained for the benefit of Future PI Claimants ("**Quarterly Reports**").

(ii) The Future PI Trust shall cause to be prepared and provide to the FCR, Purchaser Parent, and, to the extent reciprocal information is provided by the Present PI-NAS Sub-Trusts, the trustee of the Present PI-NAS Sub-Trusts, monthly reports on the status of Future Opioid PI Claims and Future NAS PI Claims, as applicable, submitted to and processed, paid or resolved by the Future PI Trust. In addition, the Future PI Trust shall cause to be prepared and provide to the FCR, Purchaser Parent, and, to the extent reciprocal information is provided by the Mesh Claims Trust, the Mesh Claims Trustee, monthly reports on the status of Future Mesh Claims submitted to and processed, paid or resolved by the Future PI Trust.

(iii) The Trustee shall prepare an annual report (the “**Annual Report**”).

The Annual Report shall include a report of Future Trust Consideration balances, expenditures, distributions, forward-looking projections, and the status thereof, any related proceedings (including insurance proceedings), and any assets (including the value thereof) obtained or retained for the benefit of Future PI Claimants. The Annual Report shall contain financial statements of the Future PI Trust (including, without limitation, a balance sheet of the Future PI Trust as of the end of such fiscal year and a statement of operations for such fiscal year) prepared by a firm of independent certified public accountants selected by the Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements’ presentation of the cash and investments available for the payment of claims.

(iv) The Annual Report may also include an aggregate summary regarding the number and type of Future PI Claims disposed of during the period covered by the financial statements.

(v) The Trustee shall provide a copy of any such Annual Report to the FCR, Purchaser Parent, and, to the extent reciprocal information is provided by the Present PI-NAS Sub-Trusts, the trustee of the Present PI-NAS Sub-Trusts.

(vi) To the extent available and authorized by the Mesh Claims Trustee, the Trustee shall deliver to Purchaser Parent and the FCR monthly reports on the status of present transvaginal mesh personal injury claims submitted to and processed, paid, or resolved by the GUC Trust. Such reports shall identify any award payments to holders of present transvaginal mesh personal injury claims.

(f) In consultation with the FCR, the Trustee shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow

projection covering such fiscal year. The budget and cash flow projections shall include a description of the amounts the Future PI Trust anticipates spending on Trust Operating Expenses and, to the extent practicable, payments to holders of Allowed Future PI Claims. The Trustee shall provide a copy of the budget and cash flow projections to the FCR and Purchaser Parent.

(g) The Trustee shall consult with the FCR (i) on the general implementation and administration of the Future PI Trust; (ii) on the general implementation and administration of the Future PI TDP, or as the Trustee may determine; and (iii) on such other matters as may be required under the Future PI Trust Documents.

(h) The Trustee shall be required to obtain the reasonable consent of the FCR pursuant to the consent processes set forth in sections 5.7(b) below in addition to any other instances elsewhere enumerated, in order:

(i) to clarify the claim qualification requirements, to the extent such clarification is necessary, described in the Future PI TDPs (which, in every case, shall require the delivery of an executed Release Form and shall be consistent with the terms of the Plan and the Confirmation Order);

(ii) to determine, establish, or change the Pro Rata payments described in the Future PI TDPs; provided that any increase shall not exceed 100% of the Applicable PPOC Award Amount;

(iii) to change the evidentiary criteria set forth in the Future PI TDPs; provided that the foregoing shall require the consent of Purchaser Parent, which shall not be unreasonably withheld;

(iv) to determine, establish, or change the types of evidence required for a Qualifying Opioid described in the Future Opioid PI TDP or the Future NAS PI TDP;

provided that any of the foregoing shall require the consent of Purchaser Parent, which shall not be unreasonably withheld;

(v) to establish or to change the claims materials to be provided to Future PI Claimants under the Future PI TDPs; provided that any of the foregoing shall require the consent of Purchaser Parent, which shall not be unreasonably withheld;

(vi) to extend the mandatory deadlines provided under the Future PI TDPs; provided that the foregoing shall require the consent of Purchaser Parent, which shall not be unreasonably withheld;

(vii) to terminate the Future PI Trust pursuant to section 8.4 below;

(viii) to exercise any consent or consultation right (to the extent the Trustee has any such right) (A) with respect to a proposed settlement of the liability of any insurer under any insurance policy or legal action related thereto or (B) pursuant to the terms of the Future PI Trust Documents;

(ix) to change the compensation of the Trustee, the Delaware Trustee, the FCR, the Claims Administrator, or the PI LRP Administrator (as defined herein), other than to reflect cost-of-living increases, to reflect changes approved by the Bankruptcy Court, or as otherwise provided herein;

(x) to take actions out of the ordinary course to minimize any tax on the Future PI Trust Assets;

(xi) to sell or exchange Future PI Trust Assets outside the ordinary course of Future PI Trust business;

(xii) to amend any provision of the Future PI Trust Documents in accordance with the terms thereof, provided such amendment shall not be inconsistent with the Plan or the Confirmation Order;

(xiii) to contract with a claims resolution organization or other entity that is not specifically created or authorized by the Future PI Trust Documents; or

(xiv) if and to the extent required by the Future PI TDPs or the LRP, disclose any information, documents, or other materials to preserve, litigate, resolve or settle coverage, or comply with an applicable obligation under an insurance policy or settlement agreement pursuant to the Future PI TDP or the LRP.

(i) The Trustee shall meet with the FCR not less often than quarterly. The Trustee shall meet in the interim with the FCR when so requested by the Trustee or the FCR. Meetings may be held in person, by telephone, by Zoom or video conference call, or by any combination thereof.

(j) The Trustee, upon notice from the FCR, if practicable in view of pending business, shall at the Trustee's next meeting with the FCR consider issues submitted by the FCR. The Trustee shall keep the FCR reasonably informed regarding all material aspects of the administration of the Future PI Trust.

2.3 Claims Administration. The Trustee shall promptly proceed to implement the Future PI TDPs.

(a) The claim evaluation process for the Future PI Trust shall be subject to the right of Purchaser Parent, subject to any limitations imposed by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), or applicable state laws of similar import, if any, on the Trustee and/or Purchaser Parent, to audit the eligibility and award decisions of the Future PI

Trust no more frequently than annually, and to pursue any available legal recourse in connection with any decisions alleged by the Purchaser Entities to be inconsistent with the terms of the Future PI Trust Documents, the Plan, or the Confirmation Order; *provided, that*, Purchaser Parent shall reimburse the Future PI Trust for any incremental costs incurred with respect to any such audit and/or legal challenges (except to the extent any decision so audited or challenged is determined to be the result of gross negligence, willful misconduct, or fraud of the Trustee or the FCR). The Trustee, upon receiving a request for such audit, shall notify the FCR of any such request. The Trustee shall have the right, in his discretion, to inquire into the veracity of any claims submitted to the Future PI Trust.

2.4 Assets Available for Payments to Holders of Allowed Future PI Claims. The amount of the Future PI Trust Assets available to make settlement payments to holders of Allowed Future PI Claims shall be subject to deductions for the Trust Operating Expenses. The Trustee shall use reasonable efforts to allocate Trust Operating Expenses between the fund for the benefit of both Future Opioid PI Claimants and Future NAS PI Claimants and the fund for the benefit of Future Mesh Claimants.

2.5 [RESERVED]

2.6 Lien Resolution Program. The Trustee may implement an LRP and may retain a third-party lien-resolution administrator (the “**PI LRP Administrator**”) under the LRP. If retained, the PI LRP Administrator is authorized to (i) identify and coordinate with potential lien holders of the Future PI Claimants, (ii) determine each final lien amount and holdback necessary on account of such lien amount, and (iii) perform such other duties as provided in the LRP.

2.7 Payments to Holders of Allowed Future Opioid PI Claims and Future NAS PI Claims. Award payments to holders of Allowed Future Opioid PI Claims and Future NAS PI

Claims shall be no greater in amount than the award amounts, net of the Present PI-NAS Sub-Trusts' administrative expenses, offered by the Present PI-NAS Sub-Trusts to holders of Allowed present opioid or NAS personal-injury claims, respectively and as applicable (each such award amount level, the "**Applicable PPOC Award Amount**"). In the event that the Present PI-NAS Sub-Trusts make multiple payments to holders of Allowed present opioid or NAS personal-injury claims, the sum of such payments shall be the Applicable PPOC Award Amount. In the event the Future Opioid PI/NAS Trust Balance is determined by the Trustee, with consent of the FCR, to be insufficient to make such award payments in an amount equal to the Applicable PPOC Award Amount then the Trustee shall, with the consent of the FCR, reduce the payment amount. If the Trustee, with the consent of the FCR, subsequently determines that the payment amount should be increased, up to an amount no greater than the Applicable PPOC Award Amount, the payment amount may be increased, and catch-up payments made, with the consent of the FCR.

2.8 Payments to Holders of Allowed Future Mesh Claims. Award payments to holders of Allowed Future Mesh Claims shall be (i) in the event award payments established by the GUC Trust or the applicable sub-trust thereof for compensable claims submitted by similarly situated present transvaginal mesh personal injury claimants are made in cash, equal in amount to the award amount, net of the relevant sub-trust's administrative expenses, if appropriate, offered by the GUC Trust or a sub-trust thereof to each similarly situated present transvaginal mesh personal injury claimant in respect of a compensable claim, or (ii) in the event such award payments offered by the GUC Trust or a sub-trust thereof for compensable claims submitted by similarly situated present transvaginal mesh personal injury claimants are in part or in whole in a form of contingent consideration, Purchaser Parent and the FCR agree that they will negotiate in good faith to establish an agreed upon risk-adjusted fixed amount for the contingent portion of the

award payments to Future Mesh Claimants that approximate the contingent portion of the award payments offered by the GUC Trust or a sub-trust thereof to each similarly situated present transvaginal mesh personal injury claimant in respect of a compensable claim, and if Purchaser Parent and the FCR cannot agree on such award amount for Future Mesh Claimants, Purchaser Parent and the FCR agree that Hon. Shelley C. Chapman (Ret.) (or, if unavailable, another mutually agreed upon mediator) shall determine the amount (such award amount, together with the non-contingent amount, for similarly situated present transvaginal mesh personal injury claimants with compensable claims, the “**Present Mesh Award Amount**”). In the event the amount of Future Mesh Trust Assets available for award payments are determined by the Trustee, with consent of the FCR, to be in the applicable trust year (such amount, the “**Available Future Mesh Award Consideration Amount**”) insufficient to make such award payments in an amount equal to the product of the number of Future Mesh Claimants granted an award in such trust year multiplied by the Present Mesh Award Amount (such product, the “**Annual Future Mesh Award Amount**”), then the Trustee shall reduce the payment amount for such trust year. If the Trustee, with the consent of the FCR, subsequently determines that the payment amount for past or future years should be increased, up to an amount no greater than the original payment amount, the payment amount may be increased, and catch-up payments made, with the consent of the FCR.

2.9 Exchange of Information Among Trusts. The Trustee shall, to the extent reciprocal information is provided, exchange the following information (the “**Exchanged Information**”) with the PI Trustee, NAS PI Trustee, and Mesh Claims Trustee, as applicable, on a monthly basis: (i) the names and personal identifiable information of persons who have submitted claims to the PI Trust, NAS PI Trust, Mesh Claims Trust, and the Future PI Trust, as applicable; (ii) the status of claims submitted to the PI Trust, NAS PI Trust, Mesh Claims Trust, and Future

PI Trust, as applicable; and (iii) the Applicable PPOC Award Amount, Present Mesh Award Amount, and awards paid to holders of Allowed Future PI Claims, as applicable. To the extent the Trustee does not timely receive the Exchanged Information from the PI Trustee, NAS PI Trustee, or Mesh Claims Trustee, he will use his reasonable judgment, in consultation with the FCR, in determining (in each case in accordance with the terms of the Plan and the Confirmation Order and the Future PI Trust Documents) award payments to holders of Allowed Future PI Claims. Upon request of Purchaser Parent from time to time, subject to the requirements of HIPAA, the Trustee shall provide Purchaser Parent with copies of any Exchanged Information it has received from the PI Trustee, NAS PI Trustee, and Mesh Claims Trustee.

ARTICLE III

ACCOUNTS, FINANCIAL ADVISORS, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

(a) The Trustee may, from time to time, create such accounts and reserves within the Future PI Trust estate as the Trustee may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(b) The Trustee shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section 3.1 and, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account in the Quarterly Reports and the Annual Report.

3.2 Financial Advisors.

(a) The Future PI Trust may engage Financial Advisors, but in any case shall hire the independent certified public accountants contemplated in Section 2.2(e)(iii), with the

consent of the FCR. The Financial Advisors shall be paid solely from the Future Trust Consideration reasonable compensation in accordance with the Future PI Trust's annual budget, subject to the Trust Expense Cap.

(b) To the extent requested by the Trustee, the Financial Advisors shall be responsible for determining the available assets of the Future PI Trust and, under the direction of the Trustee, for (i) reviewing the investment of all funds paid to and held by the Future PI Trust, (ii) monitoring the assets and liabilities of the Future PI Trust, (iii) providing investment guidance to the Future PI Trust, (iv) reviewing the Trustee's financial statements, and (v) reviewing the Trustee's preparation of accounting statements and responding to audits.

(c) At the direction of the Trustee, the Financial Advisors shall prepare projections of pro rata payments under the Future PI TDPs. The Financial Advisors shall have reasonable access to all data and reports necessary to perform the tasks of the Financial Advisors.

(d) The Trustee, in consultation with the Claims Administrator and the FCR, shall periodically inform the Financial Advisors regarding liquidity needs of the Future PI Trust. The Financial Advisors shall monitor the Trustee's investment management. The Trustee will ensure tasks assigned to the Financial Advisors are performed in accordance with this Trust Agreement.

3.3 Investments. The Trustee, in consultation with the FCR and the Financial Advisors shall develop the investment strategy for the Future PI Trust Assets. In determining investments to be held by the Future PI Trust, due regard shall be given primarily to safety of principal and secondarily to production of reasonable amounts of current income. The Trustee is authorized to limit investments to U.S. Treasuries or money market funds thereof, IntraFi or other fully Government insured investment vehicles.

3.4 Source of Payments.

(a) All Trust Expenses shall be payable solely by the Trustee out of the Future PI Trust Assets. None of the Trustee, the Delaware Trustee, the FCR, the Debtors, the Post-Emergence Entities, any other Non-GUC Released Parties nor any Professionals of the foregoing shall be liable for the payment of any Trust Expense or any other liability of the Future PI Trust, except to the extent provided in the Plan, the Confirmation Order, or the Future PI Trust Documents.

(b) The Trustee shall include a reasonably detailed description of any payments made in accordance with this section 3.4 in the Quarterly Reports and the Annual Report.

ARTICLE IV

TRUSTEE: DELAWARE TRUSTEE

4.1 Number. In addition to the Delaware Trustee appointed pursuant to Section 4.13, there shall be one (1) Trustee. The initial Trustee shall be Edgar C. Gentle, III, or if he is unavailable, an individual selected by the FCR with the consent of Purchaser Parent, which consent shall not be unreasonably withheld.

4.2 Term of Service.

(a) The initial Trustee shall serve from the Effective Date until the earliest of (i) such Trustee's death, (ii) such Trustee's resignation pursuant to Section 4.2(b) below, (iii) such Trustee's removal pursuant to section 4.2(c) below, and (vi) the termination of the Future PI Trust pursuant to section 8.4 below.

(b) The Trustee may resign at any time by written notice to the FCR. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed at the recommendation of the FCR with the reasonable consent of Purchaser Parent, in the event that the Trustee becomes unable to discharge the Trustee's duties hereunder due to any physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings.

(d) The death, resignation, or removal of the Trustee shall not operate to terminate the Future PI Trust or to revoke any existing agency created pursuant to the terms of the Plan, Confirmation Order, and the Future PI Trust Documents, or invalidate any action theretofore taken by such Trustee.

4.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by an individual mutually agreeable to the FCR and Purchaser Parent.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of any predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of any predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) such successor Trustee's death, (ii) such successor Trustee's resignation pursuant to section 4.2(b) above,

(iii) such successor Trustee's removal pursuant to section 4.2(c) above, and (iv) the termination of the Future PI Trust pursuant to section 8.4 below.

4.4 Liability of Trustee and the FCR.

The Trustee and the FCR shall not be liable to the Future PI Trust, to any individual holding a Future PI Claim, or to any other Person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

4.5 Compensation and Expenses of Trustee and Delaware Trustee.

(a) The operations of the Trustee, the Claims Administrator and other aspects of Future PI Trust administration shall be in accordance with a budget approved by the FCR. The Trustee, himself, at his discretion, may receive a retainer from the Future PI Trust paid solely from the Future Trust Consideration for the Trustee's service as a Trustee in the amount of \$50,000 per annum, paid annually. Hourly time, as described below, shall first be billed and applied to the annual retainer. Hourly time in excess of the annual retainer shall be paid by the Future PI Trust solely from the Future Trust Consideration. For all time expended as Trustee, including attending meetings, preparing for such meetings, and working on projects necessary to carry out the Future PI Trust, the Trustee shall receive compensation at the rate of \$350 per hour, and shall receive compensation for the fees incurred by the Trustee's partners, associates, accountants, and paralegals at such parties' prevailing hourly rates (but in any event no greater than \$350 per hour), paid solely from the Future Trust Consideration. For all non-working travel time in connection with Future PI Trust business, the Trustee shall receive compensation at the rate of \$350 per hour, paid solely from the Future Trust Consideration. All time shall be computed on a decimal hour basis. To the extent practicable, the Trustee shall record all hourly time to be charged to the Future

PI Trust on a daily basis, and will invoice the Future PI Trust monthly. The FCR shall have the right to review the Trustee's monthly invoices. The hourly compensation payable to the Trustee hereunder shall be reviewed every year by the Trustee and, after consultation with the FCR, appropriately adjusted by the Trustee for changes in the cost of living.

(b) The Delaware Trustee shall be paid solely from the Future Trust Consideration such compensation as agreed to pursuant to a separate fee agreement.

(c) The Future PI Trust will promptly reimburse solely from the Future Trust Consideration the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee or the Delaware Trustee in connection with the performance of their respective duties hereunder.

(d) The Future PI Trust shall include a description of the amounts paid under this section 4.5 in the Quarterly Reports and the Annual Report.

(e) Notwithstanding the foregoing clauses (a)-(d) or anything else in this Agreement, absent the agreement of the FCR and Purchaser Parent, compensation and expense reimbursement paid to the Trustee and the Delaware Trustee and their respective Professionals, and to the Claims Administrator and the PI LRP Administrator and their respective Professionals and staff shall be paid from the Future Trust Consideration and shall not exceed (i) \$1,000,000 in the aggregate during the period commencing on the Effective Date and terminating on the third anniversary thereof and (ii) \$140,000 in the aggregate per annum thereafter; provided, further, that for the year in which the Future PI Trust is terminated, the budget for such compensation to the Trustee and the Delaware Trustee and their respective Professionals, and the Claims Administrator and the PI LRP Administrator and their respective Professionals and staff shall be increased by \$100,000 in the aggregate (the limits set forth in this Section 4.5(e), the "**Trust Expense Cap**").

4.6 Indemnification and Limitation of Liability.

(a) The Future PI Trust shall indemnify and defend the Indemnified Parties in the performance of their respective duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware as permitted by Section 3817 of the DST Act (after the application of section 8.13) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the Future PI Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which such individual is ultimately liable under section 4.4 above. For the avoidance of doubt, none of the Debtors, the Purchaser Entities, nor any other Post-Emergence Entity shall be responsible or liable for any indemnification or reimbursement obligations under this Trust Agreement.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, the Delaware Trustee, the FCR, or any other Indemnified Party in connection with any action, suit, or proceeding, whether civil, administrative, or arbitral, from which they are indemnified by the Future PI Trust pursuant to section 4.6(a) above, shall be paid solely from the Future Trust Consideration by the Future PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the Delaware Trustee, the FCR, or the Indemnified Party, to repay such amount until such time that it is determined ultimately by final order that the Trustee, the Delaware Trustee, the FCR, or the other Indemnified Party is not entitled to be indemnified by the Future PI Trust.

(c) The Trustee must, if practicable and reasonable, purchase solely from the Future Trust Consideration and maintain (paid solely from the Future Trust Consideration) reasonable amounts and types of insurance on behalf of an individual or group who is or was a Trustee or FCR for purposes of 4.6(a) and (b) above, or any other Indemnified Party, including against liability asserted against or incurred by such individual in that capacity or arising from such individual's status as a Trustee or FCR for purposes of 4.6(a) and (b) above, or as a Professional of the Future PI Trust or the FCR for purposes of 4.6(a) and (b) above.

(d) To the fullest extent permitted by the DST Act, the Trustee, the Delaware Trustee, the FCR, and the other Indemnified Parties will not be liable for punitive, exemplary, consequential, special, or other damages for a breach of this Trust Agreement under any circumstances.

4.7 Lien. The Trustee, the Delaware Trustee, the FCR, and the Indemnified Parties shall have a first priority lien upon the Future PI Trust Assets to secure the payment of any amounts payable to them pursuant to section 4.6 above.

4.8 Trustee's Independence. The Trustee shall not, during the term of the Trustee's service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any Debtor or Purchaser Parent. The Trustee shall not act as an attorney for any person who holds a Future PI Claim. For the avoidance of doubt, this section shall not be applicable to the Delaware Trustee.

4.9 Bond. The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.10 Trustee’s Employment of Professionals; Delaware Trustee’s Employment of Counsel.

(a) The Trustee may, but shall not be required to, retain and consult with Professionals deemed by the Trustee to be qualified as experts on the matters submitted to them (the “**Trust Professionals**”), and in the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any Trust Professional deemed by the Trustee to be an expert on the particular matter submitted to such Trust Professional shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any Trust Professionals.

(b) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of the Delaware Trustee’s obligations hereunder and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

4.11 Trustee’s Retention of Claims Administrator.

(a) The Trustee may retain a claims administrator (the “**Claims Administrator**”) to assist the Trustee in the Trustee’s duties as set forth in the Plan, the Confirmation Order, and the Future PI Trust Documents. With the consent of the FCR, the Claims Administrator may be the same individual as the Trustee.

(b) The FCR has agreed that Edgar C. Gentle, III, of Gentle Turner & Benson, LLC, shall be the initial Trustee and Claims Administrator. With the consent of the FCR, and subject to the Trustee’s duties and obligations set forth in the Future PI Trust Documents and the

terms of this section with respect to the Claims Administrator's duties and compensation, the initial Trustee and Claims Administrator may retain his law firm, Gentle Turner & Benson, LLC, to assist in carrying out the duties of the Trustee and Claims Administrator under the Future PI Trust Documents.

(c) Under the direction of the Trustee, the Claims Administrator shall be responsible for (i) supervising and overseeing the processing of and resolution of Future PI Claims and all aspects of the claims office (the "**Claims Office**"), which shall process Future PI Claims that are payable from the Future PI Trust in accordance with the Future PI Trust Documents, (ii) preparing and distributing monthly and quarterly reports to the FCR and Purchaser Parent documenting the activities of the Claims Office, including reports on the submission of Future PI Claims and their resolution, and (iii) performing periodic analyses and estimates regarding the costs and projected costs of processing and resolving Future PI Claims and any matter or contingency that could affect the efficient use of funds for the payment of Allowed Future PI Claims. The Trustee shall monitor the long-term goals and day-to-day activities of the Claims Office and consult with the Claims Administrator and the FCR to carry them out.

(d) The Claims Administrator, under the direction of the Trustee, shall determine, in accordance with the Future PI Trust Documents, the Allowance or Disallowance (as defined in the Future PI TDPs) of, and the awards payable on, all Future PI Claims liquidated under the Future PI TDPs.

(e) As set forth in the Future PI TDPs, distributions under the Future PI TDPs, which shall be made solely from the Future PI Trust, are determined only with consideration to Allowed Future PI Claims held against the Debtors, and not to any associated Future PI Claim against a party who is not a Non-GUC Released Party; any distribution to a Future PI Claimant on

account of such Future PI Claimant's Allowed Future PI Claim shall be deemed to be a distribution in satisfaction of Future PI Claims held by such Future PI Claimant against any of the Non-GUC Released Parties with respect to the same injuries that are the subject of his or her Future PI Claim.

(f) The Trustee shall exercise reasonable measures to oversee the Claims Administrator and the Claims Office, and shall employ reasonable administrative, technical, and physical controls to protect the confidentiality of data concerning individual Future PI Claimants from unauthorized access, acquisition, disclosure, use, loss, or theft.

(g) In carrying out the Trustee's duties under the Future PI Trust Documents, the Trustee (or the Trust Professionals under the direction of the Trustee) may investigate any Future PI Claims and request information from any Future PI Claimant to ensure compliance with the Future PI Trust Documents. For Future PI Claimants who are requested to execute the HIPAA release forms, the Trustee (or the Trust Professionals under the direction of the Trustee) also has the power to directly obtain such Future PI Claimant's medical records.

(h) The Claims Office shall process Allowed Future PI Claims payable from the Future PI Trust in accordance with the Future PI Trust Documents and the LRP. The Future PI TDPs establish specific guidelines for submitting and processing Future PI Claims.

(i) The Trustee shall have discretion to implement such additional procedures and routines as necessary to implement the Future PI TDPs, in collaboration with the Claims Administrator, and the FCR, and consistent with the terms of the Future PI Trust Documents (including, for the avoidance of doubt, the requirement of delivery of an executed Release Form in order to be eligible to receive a distribution from the Future PI Trust).

(j) Under the direction of the Trustee, the Claims Administrator shall institute procedures, claims processing protocols, and staff training, and shall develop internal controls,

claims-tracking, analysis, and payment systems as necessary to process the Future PI Claims in accordance with the Future PI TDPs and the LRP, including reasonable measures to detect and prevent claims fraud.

(k) The Trustee shall maintain (subject to the confidentiality provisions of this Trust Agreement) records of all individual payments, settlements, and resolutions concerning the Future PI Claims. The records shall include the documents and information relative to the valuation of the Future PI Claims.

(l) The Claims Administrator shall serve for the duration of the Future PI Trust, subject to death, resignation, or removal. The Trustee may remove the Claims Administrator with the consent of the FCR. In the event that the Claims Administrator resigns, is removed from office, or otherwise is unable to perform the functions of the Claims Administrator, the Trustee shall propose a successor Claims Administrator, subject to consent by the FCR. However, in the event that, pursuant to section 4.11(a), the Trustee also serves as the Claims Administrator, if the Trustee is removed, absent a court order to the contrary, the Claims Administrator shall also be removed from office, and the successor Trustee shall fill the vacancy by proposing a Claims Administrator subject to consent of the FCR.

(m) The Claims Administrator (or successor Claims Administrator) shall be (i) an entity or an individual over the age of 35 whose experience and background are appropriate for the responsibilities set forth herein and (ii) at the time of appointment and at all times during the term of service, independent. For purposes of this section, a person is independent if such person:

(i) is not and was not at any time a Future PI Claimant or a representative of a Future PI Claimant;

(ii) has not had and does not have a relationship with an individual Future PI Claimant or with counsel for any Future PI Claimant, such that the person's impartiality in serving as a Claims Administrator could reasonably be questioned;

(iii) is not a holder of any interest (other than interests held indirectly through publicly traded mutual funds) in a Debtor or Purchaser Parent or any related person with respect to a Debtor or Purchaser Parent;

(iv) is not and was not at any time an officer, director, employee, or agent of a Debtor or any related person with respect to a Debtor or related to any of the foregoing, or otherwise is or was an "insider," as defined in the Bankruptcy Code, with respect to a Debtor or any related person with respect to a Debtor; or

(v) is not an investment banker, financial advisor, accountant, or attorney, and is not related to any of the foregoing, for any Debtor or any related person with respect to a Debtor, or an officer, director, employee, or agent of any person or entity that provides investment banking, financial advice, accounting, or legal services to a Debtor or any related person with respect to a Debtor or related to any of the foregoing, with the exception of any person employed in the Claims Administrator's law firm who helps provide services in connection with the Chapter 11 Cases.

(n) Subject to approval by the Trustee, the Claims Administrator shall have the power to hire, and shall hire and appoint, such staff and other appropriate agents, including persons or entities performing Future PI Claim audit functions, as necessary to carry out the functions of the Claims Administrator under this Trust Agreement, and such staff and agents shall be considered Indemnified Parties. Salaries, fees, budgets, and payment terms for any staff, contractors, or auditors shall be determined by the Claims Administrator, with the Trustee's approval, subject to

consultation with the FCR, and which shall be paid solely from the Future Trust Consideration. The Claims Administrator shall not have authority to subcontract claims processing functions without the consent of the Trustee and FCR. Subject to the direction of the Trustee, in consultation with the FCR, the Claims Administrator shall have the authority to enter into such contracts or agreements as may be necessary to operate the Claims Office, hire staff and contractors, or obtain services and equipment (all of which shall be paid solely from the Future Trust Consideration), and shall have the authority to serve all functions of an employer.

(o) The compensation of the Claims Administrator and the Claims Administrator's staff, including periodic increases, shall be governed by the budget developed by the Claims Administrator in consultation with the Financial Advisors and approved by the Trustee, with the consent of the FCR, and shall be payable and paid solely from the Future Trust Consideration.

4.12 [RESERVED]

4.13 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this section 4.13, it shall resign immediately in the manner and with the effect hereinafter specified in section 4.13(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to

the Delaware Trustee hereunder. Any reference to a “Trustee” shall not include the Delaware Trustee unless specifically indicated.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Future PI Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the DST Act and for taking such actions as are required to be taken by a Delaware Trustee under the DST Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the Future PI Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the DST Act (acting solely at the written direction of the Trustee) and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Future PI Trust, the other parties hereto or any beneficiary of the Future PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee or any other Person. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for the same other than in the event of its gross negligence, willful misconduct, or fraud. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any

losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee provided that the Delaware Trustee has acted in accordance with the written direction of the Trustee.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of section 4.13(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with section 4.13(d) below. If the Trustee does not act within such 60-day period, the Delaware Trustee may apply (at the sole cost and expense of the Future PI Trust) to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee. In the event that any amounts due and owing to the Delaware Trustee under this Trust Agreement remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign on thirty (30) days' notice regardless of whether a successor Delaware Trustee has been appointed.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the then-serving Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the DST Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the then-serving Delaware Trustee and the Trustee and any fees and expenses due to the then-serving Delaware Trustee are paid solely from the Future Trust Consideration. Following compliance with the preceding sentence, the successor

Delaware Trustee shall become fully vested with all of the rights, powers, duties, and obligations of the then-serving Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the then-serving Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the DST Act, including filing a Certificate of Amendment to the Certificate of Trust of the Future PI Trust in accordance with Section 3810 of the DST Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, *provided* that such successor has its principal place of business in the State of Delaware as required by Section 3807(a) of the DST Act.

(f) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Future PI Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in

connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities as to the validity, sufficiency, value, genuineness, ownership or transferability of any Future PI Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

(g) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(h) No provision of this Trust Agreement shall require the Delaware Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or powers hereunder if the Delaware Trustee has reasonable grounds to believe that the payment of such funds or adequate indemnity against such risk is not reasonably assured or provided to it.

(i) The Delaware Trustee shall not be personally liable for the validity or sufficiency of this Trust Agreement or for the due execution of this Trust Agreement by the other parties to this Trust Agreement.

(j) The Delaware Trustee acts solely as Delaware Trustee hereunder and not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Trust Agreement shall look only to the Future PI Trust Assets for payment or satisfaction thereof.

ARTICLE V

[RESERVED]

ARTICLE VI

THE FCR

6.1 [RESERVED]

6.2 **Duties.** The initial FCR shall be the individual identified on the signature pages hereof. He or she shall serve in a fiduciary capacity, representing the interests of the holders of Future PI Claims for the purpose of protecting the rights of such persons. The FCR shall have no fiduciary obligations or duties to any party other than holders of Future PI Claims. The Trustee must consult with the FCR on matters identified in section 2.2(g) above and in other provisions herein and must obtain the consent of the FCR on matters identified in section 2.2(h) above. The FCR will work with the Trustee in establishing and monitoring operating budgets. Where provided in the Future PI TDPs, certain other actions by the Trustee are also subject to the consent of the FCR. Except for the duties and obligations expressed in the Future PI Trust Documents and the documents referenced therein (including the Future PI TDPs), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the FCR. To

the extent that, at law or in equity, the FCR has duties (including fiduciary duties) and liabilities relating thereto to the Future PI Trust, the other parties hereto or any beneficiary of the Future PI Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the FCR expressly set forth in the Future PI Trust Documents and the documents referenced herein (including the Future PI TDPs).

6.3 Term of Office.

(a) The FCR shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 6.3(b) below, (iii) his or her removal pursuant to Section 6.3(c) below, or (iv) the termination of the Future PI Trust pursuant to Section 8.4 below.

(b) The FCR may resign at any time by written notice to the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall be not less than ninety (90) days after the date such notice is given, where practicable.

(c) The FCR may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of the FCR hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal may be made by the Bankruptcy Court on the motion of the Future PI Trust.

6.4 Appointment of Successor.

(a) A vacancy caused by resignation or death shall be filled with an individual nominated by the former FCR prior to the effective date of the resignation or the date of death. In the event the FCR resigns and a nominee has not been pre-selected, the successor shall be chosen by the Trustee in consultation with the FCR. In the event the FCR dies and a nominee has not

been pre-selected, the successor shall be chosen by the Trustee with the approval of the Bankruptcy Court.

(b) Each successor FCR shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to section 6.3(b) above, (iii) his or her removal pursuant to section 6.3(c) above, and (iv) termination of the Future PI Trust pursuant to section 8.4 below.

(c) No successor FCR shall be liable personally for any act or omission of his or her predecessor. No successor FCR shall have any duty to investigate the acts or omissions of his or her predecessor. No FCR shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

6.5 FCR's Employment of Professionals.

(a) The FCR may but is not required to retain and consult Professionals deemed by the FCR to be qualified as experts on matters submitted to the FCR (the "**FCR Professionals**"). The FCR and the FCR Professionals shall at all times have complete access to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the Future PI Trust or the Trustee provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, reliance on the written opinion of or information provided by any FCR Professional or Trust Professional deemed by the FCR to be qualified as an expert on the particular matter submitted to the FCR shall be full and complete authorization and protection in support of any action taken, or not taken, by the FCR in good faith and in accordance with the written opinion of or information provided by the FCR Professional or Trust Professional.

(b) The Future PI Trust shall promptly reimburse solely from the Future Trust Consideration (subject to the FCR Expense Cap), or pay directly solely from the Future Trust Consideration (subject to the FCR Expense Cap) if so instructed, the FCR for all reasonable and documented fees and costs associated with the FCR's employment of FCR Professionals pursuant to this provision in connection with the FCR's performance of his or her duties hereunder, which fees and costs are not otherwise disputed by the Trustee.

(c) In the event that the FCR retains counsel in connection with any matter whether or not related to any claim that has been or might be asserted against the FCR and irrespective of whether the Future PI Trust pays such counsel's reasonable and documented fees and related expenses solely from the Future Trust Consideration, any communications between the FCR and such counsel shall be deemed to be within the attorney-client privilege and protected by section 3333 of Title 12 of the Delaware Code, regardless of whether such communications are related to any claim that has been or might be asserted by or against the FCR and regardless of whether the Future PI Trust pays such counsel's reasonable and documented fees and related expenses.

6.6 Compensation and Expenses of the FCR. The FCR shall receive reasonable compensation from the Future PI Trust solely from the Future Trust Consideration (subject to the FCR Expense Cap) for his or her services in the form of payment at the FCR's normal hourly rate, which shall be reflected in reasonably detailed time entries set forth in the applicable invoices in which any such request for compensation is sought. The FCR also shall be reimbursed solely from the Future Trust Consideration (subject to the FCR Expense Cap) promptly for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the performance of his or her duties hereunder. Such reimbursement shall be deemed a Trust Operating Expense and is

subject to the FCR Expense Cap. The Future PI Trust shall include a description of the amounts paid under this section in the Quarterly Reports and the Annual Report.

6.7 Procedures for Consultation With and Obtaining the Consent of the FCR.

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the FCR pursuant to sections 2.2(g) or 4.5 above or on other matters as provided herein, the Trustee shall provide the FCR with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the FCR and the FCR Professionals with such reasonable access to the Trust Professionals and other experts retained by the Future PI Trust and its staff (if any) as the FCR may reasonably request during the time that the Trustee is considering such matter, and shall also provide the FCR the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this section 5.7(a), the Trustee shall take into consideration the time required for the FCR, if he or she so wishes, to engage and consult with his or her own independent financial or investment advisors and other FCR Professionals as to such matter. In any event, unless there is an exigency the Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the FCR with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived by the FCR.

(b) Consent Process.

(i) [RESERVED]

(ii) In the event the Trustee is required to obtain the consent of the FCR pursuant to section 2.2(h) above, the Trustee shall provide the FCR with a written notice stating that his or her consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the FCR as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustee shall also provide the FCR and the FCR Professionals with such reasonable access to the Trust Professionals as the FCR may reasonably request during the time that the Trustee is considering such action, and shall also provide the FCR the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(iii) The FCR must consider in good faith and in a timely fashion any request for his or her consent by the Trustee, and must in any event advise the Trustee in writing of his or her consent or his or her objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustee, or within such additional time as the Trustee and the FCR may agree. The FCR may not withhold his or her consent unreasonably. If the FCR decides to withhold his or her consent, he or she must explain in detail his or her objections to the proposed action. If the FCR does not advise the Trustee in writing of his or her consent or his or her objections to the action within thirty (30) days of receiving notice regarding such request (or the additional time period agreed to by the Trustee and the FCR), the FCR's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iv) If, after following the procedures specified in this section 5.7(b), the FCR continues to object to the proposed action and to withhold his or her consent to the proposed action, the Trustee and the FCR shall resolve their dispute pursuant to section 8.15. However,

the burden of proof with respect to the reasonableness of the FCR's objection and withholding of his or her consent shall be on the FCR.

6.8 Discharge of FCR Duties Upon Termination of the Future PI Trust. Upon termination of each sub-trust pursuant to sections 8.4(a) and (b) below, the FCR and each FCR Professional shall be released and discharged from all duties, responsibilities, and obligations owed to Future Opioid PI Claimants, Future NAS PI Claimants, and Future Mesh Claimants, as applicable. Upon termination of the Future PI Trust pursuant to section 8.4(c) below, and subject to section 1.3(b), the FCR and each FCR Professional shall be released and discharged from all rights, duties, responsibilities, and obligations arising from, or related to, the Trust Agreement.

ARTICLE VII

[RESERVED]

ARTICLE VIII

GENERAL PROVISIONS

8.1 Confidentiality. The Trustee, the FCR, and each successor of the foregoing (each a "**Recipient**") shall, during the period that they serve in such capacity under this Trust Agreement and following either the termination of this Trust Agreement or such individual's removal, incapacity, or resignation hereunder, hold strictly confidential any material, non-public information of or pertaining to any Person ("**Relevant Person**") of which the Recipient has become aware in its herein indicated capacity under this Trust Agreement (the "**Confidential Information**"), except to the extent disclosure is (i) in connection with matters contemplated by the Plan and Confirmation Order, (ii) authorized by the applicable Relevant Person, in such Relevant Person's discretion, (iii) authorized by the terms of the Plan and Confirmation Order or the terms of this Trust Agreement (disclosure in accordance with clauses (i)-(iii) of this Section,

each a “**Permitted Purpose**”), or (iv) required by, or would facilitate any investigation or prosecution under, applicable law, order, regulation, or legal process. In the event that any Recipient is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand, or similar legal process) to disclose any Confidential Information, other than for a Permitted Purpose, such Recipient shall furnish only that portion of the Confidential Information so requested or required, and shall exercise good faith efforts, at no material cost to it, to obtain assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

(a) Notwithstanding the foregoing, in addition to the disclosure of Confidential Information for Permitted Purposes, Recipients may share or disclose Confidential Information with each of the Recipient’s Professionals for the purpose of rendering advice and guidance to such Recipient, provided that the Person or entity receiving such disclosure is informed by such Recipient of the confidential nature of such Confidential Information and agrees to be bound by the provisions of this Section 8.1.

(b) The Trustee shall exercise commercially reasonable efforts, such as anonymization, pseudonymization, and encryption, to protect Confidential Information such that disclosures to the Recipients and any Professionals do not include information that identifies individual persons, unless there is a reasonable purpose that makes disclosure of such identifying information necessary, in which case the Trustee shall implement any additional controls the Trustee in his sole discretion determines is necessary to safeguard the identifying information from unauthorized disclosure, access, or use.

8.2 Common Interest Privilege. The Trustee and the FCR have a “common legal interest” relating to the Future PI Claims, the Future PI Trust, the Plan, the Confirmation Order,

and the Future PI Trust Documents, including without limitation, (i) the formation of the Future PI Trust, (ii) the retention and direction of Professionals, (iii) the administration of the Future PI Trust, (iv) making distributions in accordance with the Future PI Trust Documents, and (v) disputing and resolving any Future PI Claims in accordance with the Future PI Trust Documents, the Plan, and the Confirmation Order (the “**Common Legal Interest Matters**”). Any discussion, evaluation, or other communications and exchanges of information relating to the Common Legal Interest Matters shall at all times remain subject to all applicable privileges, immunities and protections from disclosure, including without limitation, the attorney-client privilege, work-product doctrine, and common legal interest privilege. It is the express intent of the Trustee and the FCR to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Trust Agreement or otherwise, in whole or in part, any and all privileges, protections, and immunities.

8.3 Irrevocability. To the fullest extent permitted by applicable law, the Future PI Trust is irrevocable.

8.4 Term: Termination.

(a) The Future PI Trust shall terminate with respect to Future Opioid PI Claims and Future NAS PI Claims on the earlier of (x) the tenth anniversary of the Effective Date and (y) the date on which no Future Opioid PI Claims or Future NAS PI Claims have been submitted for administration to the Future PI Trust during any trailing 12-month period calculated from the date starting on the second anniversary of the Effective Date.

(b) The Future PI Trust shall terminate with respect to Future Mesh Claims on the earlier of (x) the fourth anniversary of the Effective Date and (y) the date on which no Future Mesh Claims have been submitted for administration to the Future PI Trust during any trailing 12-month period calculated from the date starting on the first anniversary of the Effective Date.

(c) Following the dissolution and distribution of the assets of the Future PI Trust, and subject to section 1.3(b), the Future PI Trust shall terminate and the Trustee and the Delaware Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Future PI Trust to be filed in accordance with the DST Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Future PI Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(d) Notwithstanding anything in this section 8.4, no termination or other dissolution of the Future PI Trust shall affect the efficacy, enforceability, scope or terms of the Release Form or the release granted thereunder.

8.5 Amendments. The Trustee, the FCR and Purchaser Parent may modify or amend this Trust Agreement pursuant to a writing executed and delivered by each such party. The Trustee, the FCR, and Purchaser Parent may modify or amend the Future PI TDPs pursuant to a written amendment thereof agreed to by such parties; *provided, however*, that no amendment to the Future PI TDPs shall be inconsistent with the provisions limiting amendments to that document provided therein and provided further that no modification or amendment of the Future PI TDPs shall (i) have a material and adverse effect on Future PI Claimants' entitlements to distributions or (ii) be inconsistent with any of the provisions herein. Notwithstanding anything contained in this Trust Agreement or the Future PI TDPs to the contrary, none of this Trust Agreement, the Future PI TDPs, the Release Form nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, modify or otherwise affect, (i) the efficacy or enforceability of any of the provisions of the Plan and Confirmation Order, including those related to the channeling Future PI Claims to the Future PI Trust or the Non-GUC Releases, or (ii) the

enforceability, efficacy, scope and terms of Release Form and the release provided thereunder to the Debtors, the Post-Emergence Entities, and the other Non-GUC Released Parties, or (iii) the obligation of the Future PI Trust to obtain a properly executed Release as a pre-condition to a Future PI Claimant receiving a distribution from the Future PI Trust. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent, provided that no such amendment may affect in any way the enforceability, efficacy, scope, or terms of the Release Form or the release granted thereunder.

8.6 Meetings. The Delaware Trustee shall not be required nor permitted to attend meetings relating to the Future PI Trust.

8.7 Severability. Should any provision in the Future PI Trust Documents be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Future PI Trust Documents.

8.8 Notices. Notices to Future PI Claimants shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such Future PI Claimant's claim form submitted to the Future PI Trust with respect to his or her Future PI Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof, in all cases with a copy by e-mail.

To the Future PI Trust through the Trustee:

Endo Future Personal Injury Trust:

Edgar C. Gentle, III, Esq.
Gentle Turner & Benson, LLC
501 Riverchase Parkway East, Suite 100
Hoover, AL 35244
E-mail: egentle@gtandslaw.com

To the Delaware Trustee:

[●]
Email: [●]

To the FCR:

Roger Frankel, Esq.
Frankel Wyron LLP
2101 L St., NW
Suite 300
Washington, DC 20037
Email: rfrankel@frankelwyron.com

-and-

Richard H. Wyron, Esq.
Frankel Wyron LLP
2101 L St., NW
Suite 300
Washington, DC 20037
Email: rwyron@frankelwyron.com

-and-

James L. Patton, Jr., Esq.
Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Email: jpatton@ycst.com

To the Settlor:

[●]
Email: [●]

-and-

Michael J. Cohen
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Email: mcohen@gibsondunn.com

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

8.9 Successors and Assigns; Third-Party Beneficiaries. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Future PI Trust, the Trustee, and Purchaser Parent, and their respective successors and assigns, except that none of Purchaser Parent, the Future PI Trust, nor the Trustee may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Trust Agreement except, in the case of the Future PI Trust and the Trustee, as contemplated by Section 2.1 above. Each of the other Purchaser Entities and the Non-GUC Released Parties shall be third-party beneficiaries with rights of enforcement with respect to Section 8.5 to the extent any proposed amendment or other modification impacts (i) the efficacy or enforceability of any of the provisions of the Plan, including those related to the channeling Future PI Claims to the Future PI Trust or the Release Forms, or (ii) the efficacy, enforceability, scope or terms of the Release Form or any releases provided to the Debtors, the Post-Emergence Entities, and the Non-GUC Released Parties as set forth in the Release Form or as otherwise authorized pursuant to the Plan or Confirmation Order, or (iii) the obligation of the Future PI Trust to obtain a properly executed Release Form as a pre-condition to an Allowed Future PI Claimant being eligible to receive a distribution from the Future PI Trust. Notwithstanding the foregoing or anything to the contrary set

forth herein, the Released Parties shall be third-party beneficiaries with rights of enforcement with respect to Section 8.5 to the extent any proposed amendment or other modification impacts or purports to impact the efficacy or enforceability of any injunction or release issued or granted in connection with this Trust Agreement or otherwise by holders of Future PI Claims under the Plan.

8.10 Limitation on Claim Interests for Securities Laws Purposes. Future PI Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 8.10 shall not apply to the holder of a Claim that is subrogated to a Future PI Claim as a result of its satisfaction of such Future PI Claim.

8.11 Entire Agreement: No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, including, for the avoidance of doubt, the Plan and the Confirmation Order, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

8.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

8.13 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by laws of the State of Delaware, and the rights of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the parties hereto intend that the provisions hereof shall control and there shall not be applicable to the Future PI Trust, the Trustee, the Delaware Trustee, the FCR, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other Persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the Delaware Trustee, or the FCR, set forth or referenced in this Trust Agreement. Section 3540 of the DST Act shall not apply to the Future PI Trust. Administration of the Future PI TDPs shall be governed by, and construed in accordance with, the laws of the State of Delaware

without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

8.14 Settlor's Representative and Cooperation. The Purchaser Parent is hereby irrevocably designated as the Settlor, and is hereby authorized to take any action required of the Settlor by the Trustee in accordance with the Trust Agreement. Subject to the express terms of this Trust Agreement, the Future PI Trust Documents, the Plan, and the Confirmation Order, Purchaser Parent agrees to use commercially reasonable efforts to cooperate in implementing the goals and objectives of this Trust Agreement, the Plan, the Confirmation Order, and the Future PI Trust Documents.⁷

8.15 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the Future PI TDPs among the parties hereto (other than the Delaware Trustee) shall first be subject to mediation. Failing that they shall be resolved by submission of the matter to binding arbitration (the "**ADR Process**"); provided, however, that if one party objects to binding arbitration, or if the Delaware Trustee is a party to any applicable dispute, the matter shall be submitted to a Chosen Court (as defined herein) for a judicial determination; further provided, however, that any dispute involving a change in the amount of pro rata payments shall be resolved in the first instance by the ADR Process. Any dispute involving any of the Debtors, the Post-Emergence Entities, or any other Non-GUC Released Party shall be submitted to a Chosen Court for a judicial determination and shall not be subject to the ADR Process. Should any party to the ADR Process be dissatisfied with the recommendation of the arbitrator(s), that party may apply to a Chosen Court for a judicial determination of the matter. Any review conducted by a Chosen Court shall be *de novo*. In any

⁷ Notwithstanding the foregoing, the Trustee and FCR shall receive the claims database maintained by Kroll for PI Opioid Claims, NAS PI Claims, and Mesh Claims.

case, if the dispute arises pursuant to the consent provision set forth in Section 5.7(b) (in the case of the FCR), the burden of proof shall be on the party or parties who withheld consent to show that such party's objection and withholding of consent was reasonable. Should the unresolved dispute not be resolved by the ADR Process within thirty (30) days after submission, the parties are relieved of the requirement to pursue ADR Process prior to application to a Chosen Court. If the Trustee or the FCR determines that the matter in dispute is exigent and cannot await the completion of the ADR Process, the Trustee and the FCR shall each have the discretion to elect out of the ADR Process altogether or at any stage of the process and seek resolution of the dispute in a Chosen Court.

8.16 Enforcement and Administration.

(a) The provisions of the Future PI Trust Documents shall be enforced by a Chosen Court. The parties hereto hereby further acknowledge and agree that the Chosen Courts shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by the ADR Process in accordance with Section 8.15 above. The Bankruptcy Court and the courts of the State of Delaware shall have the exclusive jurisdiction with respect to any action relating to or arising from the Future PI Trust (each such court, a "**Chosen Court**").

(b) Subject to Section 8.15 above, Purchaser Parent or the Trustee may bring an action before a Chosen Court to enforce the terms of this Trust Agreement, the Plan, or the Confirmation Order, including Purchaser Parent's payment obligations under Section 1.3(a) and reversionary interests under Section 1.3(b) of this Trust Agreement, and the prevailing party may recover attorneys' fee and interest associated with such enforcement action.

8.17 Certain Matters Related to Canada. Notwithstanding anything to the contrary herein or otherwise (a) the Trustee and the Delaware Trustee are not, and will at no time be, resident in Canada for purposes of the *Income Tax Act* (Canada); (b) the management, administration, and operation of the Future PI Trust by the Trustee, the Delaware Trustee, or any other Person responsible for the management, administration, and operation of the Future PI Trust, and the exercise of any power or authority by or on behalf of the Future PI Trust (by any trustee or otherwise), will occur outside of Canada; and (c) the Future PI Trust shall not be settled by a resident of Canada for purposes of the *Income Tax Act* (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the *Income Tax Act* (Canada) to the Future PI Trust. Notwithstanding the foregoing items (a)-(c), nothing herein shall prevent or restrict the Future PI Trust from making distributions to holders of Allowed Future PI Claims that are resident in Canada.

8.18 Effectiveness. This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

8.19 Rules of Interpretation. For purposes of this Trust Agreement, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) the words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Trust Agreement; (c) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (d) the term “including” shall be construed to mean “including, but not limited to,” “including, without limitation,” or words of similar import. In this Trust Agreement and the Future PI TDPs the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

8.20 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by facsimile or portable document format (pdf)), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date set forth above.

SETTLOR: ENDO, INC.

By: _____
Name:
Title:

TRUSTEE

By: _____
Name: Edgar C. Gentle, III, Esq.

DELAWARE TRUSTEE

[]

By: _____
Name:
Title:

FCR

Roger Frankel, Esq.

By: _____
Name: Roger Frankel, Esq.

Exhibit 3-B

Future Opioid PI Trust Distribution Procedures

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO OPIOID PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES
FOR FUTURE OPIOID PI CLAIMS

These Endo Future Opioid Personal Injury Trust Distribution Procedures (“**Future Opioid PI TDP**”) provide for resolving all Future Opioid PI Claims¹, as contemplated by the [*Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “**Plan**”) and the [*Order Confirming Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “**Confirmation Order**”), and as provided in the Endo Future Personal Injury Trust Agreement (“**Future Trust Agreement**”). The Plan, the Confirmation Order, and the Future Trust Agreement establish the Endo Future Personal Injury Trust (“**Future PI Trust**”). The trustee of the Future PI Trust (“**Trustee**”) shall implement and administer these Future Opioid PI TDP in accordance with the Future PI Trust Documents. Holders of Future Opioid PI Claims are referred to herein as “**Future Opioid PI Claimants**.”²

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan, the Confirmation Order or the Future Trust Agreement, as applicable.

² The term “**Future Opioid PI Claim**” means any and all Claims held by a natural person (a) resulting from an injury such natural person identified on the Claim Form; (b) arising from such natural person’s own use of a Qualifying Opioid, or arising from the use by a decedent (such deceased person, a “**Decedent**”) of a Qualifying Opioid, in each case, prior to January 1, 2019; and (c) whose first injury resulting from such use manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date (as supported by a sworn statement by each such natural person, or, if deceased or lacking legal capacity, by such natural person’s authorized legal representative, regarding the same). For the avoidance of doubt, any Claims involving opioid use where the first use of a Qualifying Opioid was on January 1, 2019, or later are not Future Opioid PI Claims.

The term “**Future Opioid PI Claimant**” means a person holding a Future Opioid PI Claim. Any persons whose claims involve opioid use where the first use of a Qualifying Opioid is January 1, 2019 or later are not Future Opioid PI Claimants, do not have Future Opioid PI Claims and are not eligible to participate in this Future Opioid PI TDP. Similarly, any claimants who do not timely deliver an executed Release Form, in the form of **Exhibit E**, are not eligible to receive a distribution from the Future PI Trust.

ARTICLE 1

INTRODUCTION

1.1 Purpose of the Future Opioid PI TDP. The goal of the Future PI Trust is to treat all eligible future private opioid claims equitably and in accordance with the requirements of the Plan, the Confirmation Order, the Future PI Trust Documents and the Bankruptcy Code. This Future Opioid PI TDP furthers that goal by setting forth objective, efficient, and fair procedures for processing and paying eligible Future Opioid PI Claims.

1.2 Funding of the Trust. The Future PI Trust shall be funded in accordance with the Plan, the Confirmation Order, and the Future PI Trust Documents.

1.3 Interpretation. Except as may otherwise be provided below, nothing in this Future Opioid PI TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of Future Opioid PI Claims shall vest in such holders as of the Effective Date.

ARTICLE 2

FUTURE OPIOID PI TDP ADMINISTRATION

2.1 Claims Processor and Other Agents. Nothing in this Future Opioid PI TDP shall preclude the Future PI Trust from contracting with a third party to provide claims-processing, claims-audit, or other services to the Future PI Trust so long as decisions about the resolution of Future Opioid PI Claims are based on the relevant provisions of this Future Opioid PI TDP, including the evidentiary criteria set forth herein (which shall, in all events, require the delivery of an executed Release Form (**Exhibit E** hereto)). In accordance with the Future Trust Agreement, the Trustee may retain additional professionals, agents, and consultants to assist in carrying out the duties of the Future PI Trust.

2.2 Future Claimants' Representative. Pursuant to the Plan, the Confirmation Order, and the Future Trust Documents, the Trustee shall administer the Future PI Trust and this Future Opioid PI TDP in consultation with the Future Claimants' Representative (the "FCR"). The duties of the FCR with respect to the Future PI Trust are set forth in the Future Trust Agreement. The Trustee shall obtain the reasonable consent of the FCR and the Purchaser Parent on any amendments to this Future Opioid PI TDP and on such other matters as are otherwise required below and in the Future Trust Agreement (provided, for the avoidance of doubt, that no amendments to this Future Opioid PI TDP or any other document shall impair, modify or otherwise affect the efficacy, enforceability, scope or terms of the releases and injunctions issued or granted pursuant to the Plan, the Confirmation Order, the Release Forms or Releases granted thereunder. The initial Trustee and FCR are identified in the Future Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice, which may be provided via email, to the FCR of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment or take such action unless and until the parties have engaged in the Consultation Process or the Consent Process described in the Future Trust Agreement.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 Future PI Trust Claims Liquidation Procedures.

(a) Claims Materials. The claims materials will include a trust claim form substantially in the form of **Exhibit A ("Claim Form")**, which shall require a certification signed by the claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed Future Opioid PI Claim eligible to receive payment

from the Future PI Trust. Additionally, the claims materials shall include (i) a HIPAA release form (“**HIPAA Release**”), substantially in the form of **Exhibit B**, (ii) an heirship declaration(s) (“**Heirship Declaration**”), substantially in the form of **Exhibit C**, which must be provided by any person seeking a Distribution from the Future PI Trust in the capacity of an heir when an Executor, Administrator, or Personal Representative of the Deceased Person’s Estate has not been appointed by a Court, or, if an Executor, Administrator, or Personal Representative has been appointed by a Court, then the Court Order appointing such person, and (iii) a Release Form, including the release of the Non-GUC Released Parties (as defined in the Plan) and an assignment of rights, if any, to pursue applicable insurance recoveries on account of the Future Opioid PI Claim, if Allowed (the “**Release**”). The claims materials may be amended by the Trustee with the consent of the FCR, so long as any such amendment is consistent with the terms of the Future PI Trust Agreement, the Plan and the Confirmation Order, and does not effect a change to the evidentiary criteria or the awards set forth in sections 4.3 and 5.1 below and does not impair, modify or otherwise affect the enforceability, efficacy, scope or terms of the Release Form or the Release; provided, that no holder of a Future Opioid PI Claim who completed the claims materials in accordance with the then-applicable procedures shall be prejudiced by any amendment to the claims materials made after the date such holder of a Future Opioid PI Claim submitted claims materials.

(b) **Determination of Compensability.** The Future PI Trust will receive, process, and resolve Future Opioid PI Claims in accordance with this Future Opioid PI TDP and other Future PI Trust Documents and determine whether they are Allowed and therefore eligible to receive payment from the Future PI Trust, or Disallowed as defined in the Plan (“**Disallowed Claims**”) and therefore not eligible for payment from the Future PI Trust. An “**Allowed Future Opioid PI Claim**” is a Future Opioid PI Claim that provides credible evidence that satisfies (as determined

by the Future PI Trust) the evidentiary criteria set forth below, including the delivery of an executed Release Form, and is otherwise eligible for an offer of payment in accordance with this Future Opioid PI TDP.

(c) Treatment of Disallowed Claims. The Future PI Trust will not pay Awards to holders of Disallowed Claims.

(i) Because the Future PI Trust will have limited funds, economic damages are not compensable. This Future Opioid PI TDP compensates only general pain and suffering. Nonetheless, all Future Opioid PI Claims are released, including both economic and non-economic or general damages. In no circumstance shall the Future PI Trust assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs). Claims that involve no demonstrated use of Qualifying Opioids before January 1, 2019 are not compensable by the Future PI Trust, regardless of the theory of liability.

(ii) The adjudication of a Future Opioid PI Claim under the liquidation procedures of this Future Opioid PI TDP shall be deemed to be an adjudication of that Future Opioid PI Claim and any associated Future Opioid PI Claims of the Future Opioid PI Claimant or successor or related subsequent wrongful death claim against any of the Debtors, the Post-Emergence Entities, or any other Non-GUC Released Party regarding the same injuries that are the subject of its Future Opioid PI Claim. Any Distribution from the Future PI Trust of an Award under the liquidation procedures of this Future Opioid PI TDP in respect of such Future Opioid PI Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of all of such holder's Future Opioid PI Claims against the Non-GUC Released Parties (which includes the Debtors and Post-Emergence

Entities). For clarity, such Distribution under this Future Opioid PI TDP does not waive or release any related claims a Future Opioid PI Claimant may have against other entities that are not a Non-GUC Released Party.

(iii) No Claim submitted by a co-defendant of the Debtors will be deemed compensable by the Future PI Trust, and such claims shall not constitute Future Opioid PI Claims.

(iv) For the avoidance of doubt, if a claimant wants to have the Claim reviewed by the Trustee, whether or not the claim is ultimately Allowed, the claimant must execute the Release Form *prior to or at the same time as submission* of their claim pursuant to this Future Opioid PI TDP. In the event the Claim is ultimately Disallowed, the efficacy, enforceability, scope and terms of the Release Form and the Release granted thereunder shall be unaffected. The Release Form and Release are irrevocable. The consideration for the Release is the right to participate in distributions from the Future PI Trust, but such right does not guarantee the applicable Future Opioid PI Claim will be Allowed. Future Opioid PI Claims submitted without an executed Release Form are deficient and if the failure to return a Release Form is not timely cured as set forth below, the Future Opioid PI Claim will be Disallowed. For the avoidance of doubt, any such Claim that is Disallowed shall be discharged and released in full, as set forth in the Plan.

(d) **Determination of Awards.** Award payments to Future Opioid PI Claims shall be no greater in amount (the “**Maximum Amount**”) than the award amounts, net of the applicable Present PI-NAS Sub-Trust (as defined in the Future Trust Agreement) administrative expenses, offered by the PPOC Sub-Trust established for compensable claims submitted by similarly situated present opioid personal injury claimants or, solely with respect to Foreign Claimants, the award

amount offered by the EFBD Claims Trust, net of administrative expenses, to similarly situated foreign opioid personal injury claimants.

ARTICLE 4

PROCESSING AND RESOLUTION OF FUTURE OPIOID PI CLAIMS BY THE FUTURE PI TRUST

4.1 Processing of Future Opioid PI Claims.

(a) As soon as possible after the establishment of the Future PI Trust, the Trustee shall proceed to have the Future PI Trust receive, review, and liquidate all Future Opioid PI Claims. Future Opioid PI Claims shall be processed based on their place in the FIFO Processing Queue (as defined below) and paid based on their place in the FIFO Payment Queue (as defined below).

(b) To process Future Opioid PI Claims under this Future Opioid PI TDP, the Future PI Trust has the discretion to request additional documentation beyond that required by this Future Opioid PI TDP that is believed to be in the possession of the Future Opioid PI Claimant or his or her authorized agent or lawyer.

(c) The Future PI Trust will use appropriate accounting internal controls, technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate Future Opioid PI Claims.

(d) The Future PI Trust may investigate any Future Opioid PI Claim and may request information from any Future Opioid PI Claimant to ensure compliance with the terms outlined in this Future Opioid PI TDP. The Future PI Trust may request a Future Opioid PI Claimant to execute an additional HIPAA Release to enable the Future PI Trust to directly obtain the Future

Opioid PI Claimant's or Decedent's medical records for evaluation in accordance with this Future Opioid PI TDP.

(e) The Trustee has the sole discretion, subject to the appeal process set forth herein, to determine if a Future Opioid PI Claim is Disallowed or to reduce or eliminate Awards on Future Opioid PI Claims being liquidated hereunder where the Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under this Future Opioid PI TDP or by the Future PI Trust to resolve a Future Opioid PI Claim. For the avoidance of doubt, any Future Opioid PI Claim submitted to the Future PI Trust with respect to which the holder thereof did not execute a Release Form shall be Disallowed.

4.2 General Criteria for Allowed Future Opioid PI Claims. To establish an Allowed Future Opioid PI Claim in accordance with this Future Opioid PI TDP, a Future Opioid PI Claimant must satisfy all of the following criteria:

(a) Demonstrate (as supported by a sworn statement by such natural person, or, if deceased or lacking legal capacity, by such natural person's authorized legal representative, regarding the same) that the Future Opioid PI Claimant's first injury resulting from use of a Qualifying Opioid (as defined below) manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date³;

(b) Complete and sign the Claim Form, checking at least one injury box, sign and submit the Claim Form;

(c) Demonstrate usage of one of the qualifying prescribed opioids listed in section 5.1(a) below (a "**Qualifying Opioid**");

³ Claims filed in response to the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date set by the Court, or that should or could have been filed in response to the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, are not eligible for payment under this Future Opioid PI TDP and shall be Disallowed.

- (d) Demonstrate usage of a Qualifying Opioid before January 1, 2019;
- (e) Complete, sign and submit the HIPAA release form(s);
- (f) If the Future Opioid PI Claim concerns the injuries of a Decedent, execute and submit an Heirship Declaration; and
- (g) Execute and deliver a Release Form. For the avoidance of doubt, as a condition to receiving any payment from the Future PI Trust, a claimant shall be required to execute and submit the Release Form before or at the time the Claim Form is submitted. Deficiencies in submitting executed Release Forms will be allowed a reasonable period, not to exceed 15 days, to be cured before the related Future Opioid PI Claim is Disallowed. No Future Opioid PI Claim will be reviewed by the Trustee until the Release Form is executed.

4.3 Pro Rata Payment. Amounts paid to Allowed Future Opioid PI Claims (“Awards”) will be based on a simple pro rata share of the proceeds held and to be received by the Future PI Trust and on an estimation of the total number of Allowed Future Opioid PI Claims to be submitted over the life of the Future PI Trust, not to exceed the Maximum Amount. Disallowed Claims (whether because a deficiency is not timely cured, because no evidence of use of a Qualifying Opioid was produced or for any other reason) will not receive Awards and therefore will not impact calculation of pro rata payments, though the Release granted in connection with such Disallowed Claim shall be unaffected and shall remain in full force and effect. However, notwithstanding the foregoing, unless otherwise ordered by the Bankruptcy Court, where the Future Opioid PI Claimant is deceased or incompetent, and the discharge and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant’s representative, an offer made by the Future PI Trust on the claim shall remain open so long as proceedings before that applicable court or in that

applicable probate process remain pending, provided that the Future PI Trust has been furnished with evidence that or reasonably believes that the settlement offer has been submitted to such court or in the probate process for approval and provided that such claimant has executed a Release Form. If the offer is ultimately approved by the applicable court or through the probate process and accepted by the claimant's representative, the Future PI Trust shall pay the claim in the amount so offered.

4.4 Order of Payments.

(a) **Establishment of Initial Distribution Amount.** With the consent of the FCR, the Trustee will establish a claim amount, up to the Maximum Amount (the "**Initial Distribution Amount**") and, if appropriate, the protocol for staggering payments, making payments in installments, and the timing of payments for Allowed Future Opioid PI Claims as soon as possible following 90 days after the Effective Date. Payments will be issued on a rolling basis to Allowed Future Opioid PI Claims on a first in, first out ("**FIFO**") basis based upon the date the Future PI Trust determines each Future Opioid PI Claim is Allowed. All payments will be subject to the Maximum Amount. Future Opioid PI Claims with earlier positions in the FIFO queue are more likely to receive payment up to the Initial Distribution Amount sooner than Future Opioid PI Claims assigned later positions in the FIFO queue.

(b) In the event claims are paid less than the Maximum Amount, the amount representing the difference between the amount paid and the Maximum Amount will be deemed paid and held in reserve ("**Payments in Reserve**") to either be used to pay Future Opioid PI Claims or to make additional payments to claimants not receiving the Maximum Amount until they receive the Maximum Amount. Payments in Reserve will be deemed distributed by the Future PI Trust for the purposes of calculating the Purchaser Parent's reversionary interest. For the avoidance of

doubt, no reversionary interest shall be paid to Purchaser Parent to the extent the Maximum Amount is not paid for every Allowed Future Opioid PI Claim.

(c) Establishment of the FIFO Processing and Payment Queues.

(i) The Future PI Trust shall order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”).

(ii) The claimant’s position in the FIFO Processing Queue shall be determined by the date the claim is filed with the Future PI Trust. If any claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the Opioid Use Disorder, addiction, or death for which the claim was filed, with claimants with earlier diagnoses given priority over claimants with later diagnoses. If any claims are filed and diagnosed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the claimant’s date of birth, with older claimants given priority over younger claimants.

(iii) Allowed Future Opioid PI Claims shall be paid in FIFO order based on the date such claim becomes an Allowed Future Opioid PI Claim (the “**FIFO Payment Queue**”). The Future PI Trust may issue payments in installments.

(iv) Unless otherwise ordered by the Bankruptcy Court, where the Future Opioid PI Claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant’s representative, an offer made by the Future PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the Future PI Trust has been furnished with evidence that the settlement offer has

been submitted to such court or in the probate process for approval. The amount of the offer will be added to the Payments in Reserve until paid to the claimant. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant's representative, the Future PI Trust shall pay the claim in the amount so offered, based upon the Initial Distribution Amount in effect at the time the offer was first made.

(v) Where the Future Opioid PI Claimant is not deceased or incompetent, the Future PI Trust shall pay the Future Opioid PI Claimant based on the Initial Distribution Amount at the time of payment(s), including any installment payment.

(vi) If executed Release Forms are received by the Future PI Trust on the same date, the Future Opioid PI Claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the addiction or injury for which the claim was filed, with claimants with earlier diagnoses given priority over claimants with later diagnoses. For such claims, if the respective holders' addiction or injury was diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the Future PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

(d) While the Future PI Trust may enter into a lien resolution program, each Future Opioid PI Claimant remains responsible for satisfying any liens that third parties may claim against an Award to such Future Opioid PI Claimant.

4.5 Process for Adjustment of the Initial Distribution Amount.

(a) **Uncertainty of Future Opioid PI Claim Liabilities.** There is inherent uncertainty regarding the total Future Opioid PI Claim liabilities, which means there is inherent uncertainty regarding the amounts that holders of Future Opioid PI Claims will receive. There is also an inherent uncertainty regarding the total amount and timing of funding available to the Future PI

Trust. Accordingly, the Trustee must periodically evaluate and adjust the percentage of the Maximum Amount that holders of Future Opioid PI Claims are likely to receive (the “**Payment Percentage**”) with the consent of the FCR. If the Payment Percentage is 100%, the Initial Distribution Amount is the Maximum Amount. The Trustee shall undertake such evaluation (i) when he or she believes appropriate or (ii) upon the request of the FCR.

(b) Determination and Adjustment of the Payment Percentage.

(i) The Trustee must base his or her determination of the Payment Percentage on then-current estimates of the number of Future Opioid PI Claims, the value of the assets then available to the Future PI Trust for their payment, the value of anticipated future assets, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to treat all Holders of Future Opioid PI Claims in a substantially similar manner. When making these determinations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors.

(ii) If a redetermination of the Payment Percentage has been proposed in writing by either the Trustee or the FCR but has not yet been adopted, then Awards offered to Future Opioid PI Claimants shall be based upon the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but was not subsequently adopted, then Awards offered to Future Opioid PI Claimants shall thereafter receive the difference between the lower proposed Payment Percentage applied to the Maximum Amount and the higher current Payment Percentage applied to the Maximum Amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, then Awards offered to Future Opioid PI Claimants shall thereafter receive the difference between the

lower current Payment Percentage applied to the Maximum Amount and the higher adopted Payment Percentage applied to the Maximum Amount.

(iii) If the Trustee, with the consent of the FCR, makes a determination to increase the Payment Percentage, the Trustee shall make supplemental payments to all Future Opioid PI Claimants, who previously liquidated their claims against the Future PI Trust and received payments based on a lower Payment Percentage. The Trustee's obligation to make a supplemental payment to a Future Opioid PI Claimant shall be suspended in the event the payment in question would be less than \$50, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$50. However, the Trustee's obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due the Future Opioid PI Claimant at such time that the total exceeds \$50.

ARTICLE 5

VALUATION OF AND EVIDENTIARY

REQUIREMENTS FOR ALLOWED CLAIMS

5.1 Evidentiary Requirements for Opioid Product Identification. To establish an Allowed Future Opioid PI Claim in accordance with this Future Opioid PI TDP, a Future Opioid PI Claimant must, in addition to satisfying the general criteria described in section 4.2 of this Future Opioid PI TDP, also satisfy all of the evidentiary requirements set forth in this section 5.1.

(a) **List of Qualifying Opioids.** Exhibit D sets forth the list of Qualifying Opioids, the use of at least one of which is required to establish an Allowed Future Opioid PI Claim pursuant to section 4.2(c).

(b) Establishing Use of Qualifying Opioids. One of the following is required to demonstrate use of a Qualifying Opioid as listed in Exhibit D:

(i) A Future Opioid PI Claimant who provides evidence of a prescription for a Qualifying Brand Name Opioid may rely on the name alone without the necessity of a corresponding NDC number.

(ii) To qualify based on the use of one of the Qualifying Generic Opioids listed in Exhibit D, a Future Opioid PI Claimant must present acceptable evidence of use showing either:

(A) The corresponding NDC number, which is set forth in the list in Exhibit D;⁴ or

(B) A notation in the applicable record that the product was manufactured or sold by one of the Debtors or one of their affiliates.

(c) Acceptable Evidence for Establishing Use of Qualifying Opioids. All Future Opioid PI Claimants must demonstrate a prescription (which contains the name of the Future Opioid PI Claimant or Decedent, as applicable) and a Qualifying Opioid by submitting one of the following pieces of evidence:

(i) Pharmacy prescription records;

(ii) Prescription records, including without limitation:

(A) A visit note in which the prescribing physician lists a prescription for one of the Qualifying Opioids, or

(B) A signed prescription from a doctor for one of the Qualifying Opioids;

⁴ The list of NDC numbers may be supplemented as additional information becomes available.

(iii) A historical reference⁵ to one of the Qualifying Opioids, including but not limited to:

(A) A reference in contemporaneous medical records to historical use of one of the Qualifying Opioids,

(B) A reference in contemporaneous substance abuse, rehabilitation, or mental health records to historical use of one of the Qualifying Opioids,

(C) A reference in contemporaneous law enforcement records to historical use of one of the Qualifying Opioids, or

(D) A reference in contemporaneous family law or other legal proceedings records to historical use of one of the Qualifying Opioids;

(iv) A photograph of the prescription bottle or packaging of one of the Qualifying Opioids with the name of the Future Opioid PI Claimant (or Decedent, as applicable) as the patient listed on the prescription label; or

(v) A certification supplied by a Debtor, any of its successors or a third party at a Debtor's or one of its successors' request, or the Future PI Trust, indicating the customer loyalty programs, patient assistance programs ("PAPs"), copay assistance programs, or any other data otherwise available to the certifying entity reflects that the Future Opioid PI Claimant (or Decedent, as applicable) had at least one prescription for one of the Qualifying Opioids prior to January 1, 2019.

(vi) The Future PI Trust shall have discretion to determine whether these requirements have been met so as to provide sufficient indicia of reliability that the Future

⁵ The record must have been created prior to January 1, 2019.

Opioid PI Claimant or Decedent (as applicable) was prescribed and used Qualifying Opioids.

(vii) Any Future Opioid PI Claimant who does not meet the requirements of sections 4.2, 5.2(a), 5.2(b), and 5.1(c)(i-v) and/or who does not timely deliver an executed Release Form, is not entitled to any payment from the Future PI Trust.

5.2 Deficiencies and Opportunity to Cure.

(a) The Future PI Trust will develop policies and procedures to notify Future Opioid PI Claimants when a claim submitted for liquidation pursuant to this Future Opioid PI TDP is incomplete or otherwise deficient. If notified of a deficiency in the Claim Materials or evidence submitted to the Future PI Trust, the deficiency must be cured to be deemed an Allowed Future Opioid PI Claim (provided, for the avoidance of doubt, such claim satisfies the requirements of section 4.2). Failure to cure the deficiency shall cause the Trustee to deem the Future Opioid PI Claimant a Disallowed Claim. In no event shall a Future Opioid PI Claim held by a Future Opioid PI Claimant who has not delivered an executed Release Form be considered an Allowed Future Opioid PI Claim. Any Release Form executed by a holder of a Disallowed Claim and the related Release shall remain in full force and effect even upon the disallowance of such claim.

(b) If the deficiency is timely cured to the satisfaction of the Trust, no deduction or penalty will be assessed to an otherwise qualifying Claim (which, for the avoidance of doubt, must satisfy the requirements of section 4.2).

5.3 Suits in the Tort System.

(a) A Future Opioid PI Claimant who disagrees with the ruling of the Future PI Trust may file a lawsuit in the U.S. District Court for the Southern District of New York against the Future PI Trust. Any such lawsuit must be filed by the Future Opioid PI Claimant in her or her

own right and name, and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit, and may only name the Future PI Trust as a defendant. All defenses (including, with respect to the Future PI Trust, all defenses that could have been asserted by the Debtors or the Post-Emergence Entities, as applicable) shall be available to both sides at trial; however, the Future PI Trust may waive any defense and/or concede any issue of fact or law. If the Future Opioid PI Claimant was alive at the time the Claim Form was filed with the Future PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the Future Opioid PI Claimant has died during the pendency of the claim.

(b) If a Future Opioid PI Claimant who delivered an executed Release Form obtains a judgment on his or her Future Opioid PI Claim in the tort system and such judgment becomes a final order (each, a “**Final Judgment**”), such Final Judgment shall be deemed an Allowed Future Opioid PI Claim and shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the Future Opioid PI Claimant shall be paid from the Future PI Trust in accordance with Article 4 above or, in the case of Minor Claimants (as defined below), Article 8 below. Payments to Future Opioid PI Claimants who obtain a Final Judgment shall not exceed the Maximum Amount notwithstanding the amount of the Final Judgment.

5.4 Claims Audit Program.

(a) **In General.** Within 180 days of the Effective Date, the Trustee, with the consent of the FCR, shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the Future PI Trust and approved for an offer of payment (a claims audit program). The Future PI Trust may retain an independent third party to implement the audit program. In the event that the Future PI Trust reasonably determines that any individual or entity

has engaged in a pattern or practice of providing unreliable evidence to the Future PI Trust, it may decline to accept additional evidence from such provider in the future.

(b) Assessment of Additional Information. To the extent that the Future PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the Future PI Trust or the entity overseeing the claims audit program, in the Future PI Trust's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any Future Opioid PI Claimant subject to the claims audit program shall cooperate and, if requested, provide the Future PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the Future PI Trust to obtain medical and other records to verify the claim.

(c) Actions Based on Audit Results. In the event that an audit reveals that fraudulent information has been provided to the Future PI Trust, the Future PI Trust may penalize any Future Opioid PI Claimant or Future Opioid PI Claimant's attorney by rejecting the Future Opioid PI Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

5.5 Costs Considered. Notwithstanding any provision of this Future Opioid PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid Future Opioid PI Claims so that the payment of Allowed Future Opioid PI Claims is not further impaired by such processes with respect to issues related to the validity of

the evidence supporting a claim. The Trustee shall have the latitude to make judgments regarding the amount of costs to be expended by the Future PI Trust so that Allowed Future Opioid PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Future PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

5.6 Reasonable Deadline Extension. The Trustee may reasonably extend the deadlines established herein with the consent of the FCR.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) In General. All submissions to the Future PI Trust by a holder of a Future Opioid PI Claim, including the Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Future PI Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Authorized Disclosures.

(i) Claimant Consent and Subpoenas. The Future PI Trust will preserve the confidentiality of Future Opioid PI Claimant submissions and Future PI Trust decisions thereon, and shall disclose the contents thereof only to such other persons as authorized by the holder or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware,

or the United States District Court for the Southern District of New York. The Future PI Trust shall provide the Future Opioid PI Claimant or counsel for the Future Opioid PI Claimant a copy of any such subpoena promptly upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) Future Opioid PI Claimants, the Future PI Trust may instead first provide notice of the subpoena to counsel for the FCR and delay providing a copy of the subpoena to counsel for individual Future Opioid PI Claimants until, in the Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the Future PI Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The Future PI Trust shall on its own initiative or upon request of the Future Opioid PI Claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware, or the United States District Court for the Southern District of New York and before those courts having appellate jurisdiction related thereto.

(ii) **Other Required Disclosures.** Notwithstanding anything in the foregoing to the contrary, with the consent of the FCR, the Future PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Future PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, or as required in connection with a lien-resolution program or lien-resolution laws (including those relating to Medicare liens); provided, however, that the Future PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of

such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the Future PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Future PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality.

(c) Claimant Discovery Obligations. Nothing in this Future Opioid PI TDP, the Plan, the Confirmation Order, or the other Future PI Trust Documents expands, limits or impairs the obligation under applicable law of a Future Opioid PI Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the Future PI Trust for the purpose of obtaining compensation for opioid-related injuries from the Future PI Trust.

(d) Secure Destruction Upon Termination. As part of the process by which the Future PI Trust's activities are wound-down in connection with termination of the Future PI Trust, and once the Trustee has determined that there is no legitimate reason to retain Future Opioid PI Claims records submitted by Future Opioid PI Claimants or Exchanged Information (as defined in the Future Trust Agreement), the Future PI Trust shall securely destroy all records containing personal information about Future Opioid PI Claimants or other individuals identified in the Future Opioid PI Claims records as well as personal information contained in the Exchanged Information; *provided, however,* that prior to the destruction of any executed Release Forms, upon the request of any of the Post-Emergence Entities (including the Purchaser Parent) and upon demonstration that appropriate confidentiality and HIPAA protections are in place, and at their respective

expense, the Trustee shall provide to such Post-Emergence Entities, as applicable, copies of all executed Release Forms. The destruction of such records shall comply with Delaware law and any applicable federal laws that may apply to the information contained within the records, such that any personal or individual-identifying information is rendered unreadable, undecipherable, and inaccessible. Following such destruction, the Trustee shall file a certification with the Bankruptcy Court attesting to the Future PI Trust's compliance with this provision.

ARTICLE 7

[RESERVED]

ARTICLE 8

DISTRIBUTIONS FOR THE BENEFIT OF MINORS

8.1 Procedures Regarding Distributions for the Benefit of Minor Claimants. The following procedures apply to any Future Opioid PI Claimant who is a minor under applicable law (a "**Minor Claimant**") for so long as the Future Opioid PI Claimant remains a minor under applicable law.

8.2 Actions by Proxy of Minor Claimant.

(a) A Minor Claimant's custodial parent, his/her legal guardian under applicable law (a "**Guardian**"), or an adult providing custody and care to the minor (any of the foregoing acting on behalf of the Minor Claimant, the "**Proxy**") is authorized to make submissions on behalf of the Minor Claimant under the Future Opioid PI TDP, subject to section 8.2(b) below, including executing a Release Form on behalf of the Minor Claimant.

(b) The Proxy shall be responsible for submitting, on behalf of such Minor Claimant, all required forms under the Future Opioid PI TDP, including the Claim Form and the Release

Form, as well as any evidence required by the Future PI Trust to support the Claim Form, and any other documentation required or requested pursuant to the Future Opioid PI TDP.

(c) The Proxy is authorized to take, on behalf of a Minor Claimant, all actions under the Future Opioid PI TDP that the Minor Claimant would be authorized to take if such Minor Claimant were an adult.

8.3 Establishing Proxy of a Minor Claimant.

(a) Any purported Proxy making a submission to the Future PI Trust on behalf of a Minor Claimant shall include along with such submission documentation of his/her authority to act on behalf of the Minor Claimant, consisting of the following:

(i) If the purported Proxy is the Guardian of the Minor Claimant, then the court order appointing that Proxy as Guardian, or other documents reasonably acceptable to the Future PI Trust as sufficient under applicable law to evidence the guardianship.

(ii) If the purported Proxy is the custodial parent of the Minor Claimant, then a statement under penalty of perjury that such Proxy is the custodial parent of the Minor Claimant.

(iii) If the purported Proxy is neither the Guardian nor custodial parent of the Minor Claimant, then a statement under penalty of perjury by the purported Proxy that he/she is providing custody and care to the Minor Claimant, stating for how long he/she has been providing such care and custody, explaining his/her relationship to the Minor Claimant and the circumstances around the provision of care and custody, as well as a statement and/or records from one or more of the following in support of his/her statement under penalty of perjury:

(A) Minor Claimant's school;

- (B) Purported Proxy's landlord or property manager;
- (C) Minor Claimant's health provider;
- (D) Minor Claimant's child care provider;
- (E) Purported Proxy's placement agency;
- (F) Governmental social services agency;
- (G) Indian tribe officials; or
- (H) Purported Proxy's Employer.

(iv) Whether the purported Proxy is a Guardian, custodial parent, or neither, the Future PI Trust may require additional corroborating evidence at its discretion, including in the event that instructions are received from more than one purported Proxy for the same Minor Claimant.

8.4 Distributions for Minor Claimants. A Proxy, who has, pursuant to section 8.3 of the Future Opioid PI TDP, established to the reasonable satisfaction of the Trustee that they are the custodial parent or Guardian of the Minor Claimant, will receive the full amount of the net award to the Minor Claimant upon receipt by the Trustee of, in addition to all other required materials (including an executed Release Form), a sworn statement by the Proxy attesting to the following: (a) that the Proxy is financially responsible for the Minor Claimant's welfare; (b) that all funds received by the Proxy will be used for the direct benefit and welfare of the Minor Claimant; and (c) that the Proxy has agreed to account for and demonstrate, if requested by the Trustee, a court of law, government official or the Minor Claimant, that all funds received by the Proxy have been used for the direct benefit and welfare of the Minor Claimant, or the amount of such funds that are in the possession of the Proxy which have yet to be expended for such purpose.

8.5 Payments of attorneys' fees.

(a) Within a reasonable period following receipt of notice of the final distributable amount on a Minor Claimant's Future Opioid PI Claim, and using forms to be provided on behalf of the Future PI Trust, the Minor Claimant's counsel shall submit to the Future PI Trust, with a copy to the Proxy, a request for payment of legal fees and expenses from the Minor Claimant's recovery.

(b) It is the Minor Claimant's attorney's duty to comply with all ethical and legal rules respecting such legal fees and expenses, and the Future PI Trust is permitted to rely upon such representation in issuing payments in respect of such fees and expenses.

(c) Absent objection from the Proxy with respect to such asserted fees and expenses, the Future PI Trust shall remit payment to the Minor Claimant's attorney in accordance with the latter's request.

EXHIBIT A

CLAIM FORM

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

CLAIM FORM FOR ENDO OPIOID PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES FOR FUTURE OPIOID PI CLAIMS

This Future Opioid PI TDP Claim Form (“**Future PI Trust Claim Form**”) must be completed by each Future Opioid PI Claimant seeking an Award from the Endo Future Personal Injury Trust (the “**Future PI Trust**”) on a Future Opioid PI Claim.⁶

FAILURE TO SUBMIT THIS FUTURE PI TRUST CLAIM FORM AS PROVIDED IN THE FUTURE OPIOID PI TDP MAY CAUSE THE FUTURE OPIOID PI CLAIM TO BE DEEMED NON-COMPENSABLE UNDER THE FUTURE OPIOID PI TDP.

Instructions:

If you hold multiple Future Opioid PI Claims on account of injuries to more than one opioid user, then fill out one Future PI Trust Claim Form for each of those Future Opioid PI Claims. If you hold multiple Future Opioid PI Claims on account of multiple injuries to the same opioid user, then fill out only one Future PI Trust Claim Form. One Future PI Trust Claim Form submitted for a Future Opioid PI Claim shall be deemed to be a Future PI Trust Claim Form in respect of that Future Opioid PI Claim and also any Future Opioid PI Claims against a Non-GUC Released Party that are associated with that Future Opioid PI Claim.

Follow the instructions of each section carefully to ensure that your Future PI Trust Claim Form is submitted correctly. If any section does not pertain to your claim, leave it blank. Except as otherwise indicated, all words shall be given their ordinary, dictionary meaning. Submitting this Future PI Trust Claim Form does not guarantee that you will receive payment from the Future PI Trust. Whether you will receive payment depends on whether you provide the required submissions, as set forth in the Future Opioid PI TDP and whether your claim meets the eligibility requirements set forth in the Future Opioid PI TDP.

Each Future Opioid PI Claimant is responsible for satisfying any liens that health insurance companies, government entities (including Medicare and Medicaid), or any other third party may have against any Award that may be issued by the Future PI Trust. By submitting this Future PI Trust Claim Form and choosing to liquidate your Claim under the Future Opioid PI TDP, you understand that the Future PI Trust may enter into a lien resolution program (“**LRP**”) and, if the Future Opioid PI TDP does enter into a LRP, you are deemed to consent to the LRP and the Future PI Trust’s release of information provided in connection with your Future Opioid PI Claim as required under the LRP to identify any liens that may be asserted against an Award based on the Future Opioid PI Claim. If any liens are identified against your Award, the Future PI Trust may reduce your Award by the amount required to satisfy the lien(s).

Future PI Trust Claim Form Submission: You may complete the Future PI Trust Claim Form online through the Claims Portal available on the Future PI Trust website at [___], or you

⁶ Capitalized terms used but not defined herein have the meanings ascribed to them in the Endo Opioid Personal Injury Trust Distribution Procedures for Future Opioid PI Claims (“**Future Opioid PI TDP**”), the Plan, or the Future PI Trust Documents.

may submit this completed Future PI Trust Claim Form by mailing it to Future PI Trust, [____], emailing it to [____], or faxing it to [____].

PART ONE: PERSONAL INFORMATION OF FUTURE OPIOID PI CLAIMANT

Please fill out only **one** of the following sections (Section 1.A or 1.B).

- If you hold a Future Opioid PI Claim arising from **your own use of opioids** (or if you are completing this form as the representative of a holder of a Future Opioid PI Claim and such holder is alive), fill out **Section 1.A**.
- If you hold a Future Opioid PI Claim due to **use of opioids by a deceased person** (or you are a representative completing this form on behalf of such a holder), fill out **Section 1.B**.

Section 1.A: If you hold a Future Opioid PI Claim arising from your own use of opioids (or if you are completing this form as the representative of a holder of a Future Opioid PI Claim and such holder is alive), then the term “Claimant” in this Future PI Trust Claim Form refers to the person who used opioids, whether that is you or the person you represent. Please fill out the information below:

Claimant’s Name: _____

Claimant’s Date of Birth: _____

Claimant’s Address: _____

Claimant’s Social Security Number or
Taxpayer ID or Social Insurance Number (Canada): _____

Representative Name (if applicable): _____

Legal Authority for Representative (if applicable): _____
(e.g., POA, Legal Guardian, Conservator)

Section 1.B: If you are filing a Future Opioid PI Claim for a deceased person with a claim due to the deceased person’s use of opioids, or you are completing this form as the representative of an individual with a claim for a deceased person’s use of opioids, please fill out the information below:

Name of Deceased Person Who Used Opioids: _____

Date of Birth of Deceased Person Who Used Opioids: _____

Date of Death: _____

Social Security Number (or Taxpayer ID or Social Insurance Number (Canada)) of Person Who Used Opioids: _____

Name of Claimant Filing Claim on behalf of the Person Who Used Opioids: _____

Claimant's Address: _____

Claimant's Relationship to Person Who Used Opioids: _____
(i.e., parent, sibling, child, spouse, etc.)

Representative Name (if applicable): _____

Legal Authority for Representative (if applicable): _____
(e.g., POA, Legal Guardian, Conservator)

If a court has appointed you as Executor, Administrator or Personal Representative of the Deceased Person's Estate, then submit the court order so appointing you along with your Future PI Trust Claim Form. If a court has not appointed you as Executor, Administrator, or Personal Representative of the Deceased Person's Estate, then also execute and submit the appropriate Heirship Declaration attached.

PART TWO: PRESCRIBED MEDICATIONS

Identify the Qualifying Opioids that the opioid user who is the subject of this Future Opioid PI Claim was prescribed. Include evidence of at least one prescription when submitting this Future PI Trust Claim Form.

- Belbuca
- Opana
- Opana ER
- Percocet
- Depodur
- Zydone
- Endo/Par/Qualitest Generic (name)

- Paladin Opioid (prescribed in Canada only)

PART THREE: OPIOID USER AND CLAIMANT INJURIES

WARNING: IF YOU DO NOT CHECK ANY INJURIES ON THIS LIST, THEN YOUR FUTURE OPIOID PI CLAIMS WILL BE DISALLOWED AND YOU WILL RECEIVE NO RECOVERY. HOWEVER, YOUR RELEASE FORM WILL REMAIN EFFECTIVE.

___ ADDICTION

___ OPIOID USE DISORDER

___ WITHDRAWALS

___ OVERDOSE

___ REHAB

___ OTHER: A medical, physical, cognitive, or emotional condition that has been diagnosed as having resulted from such natural person’s exposure to Opioids or opioid replacement or treatment medication.

Please enter the earliest date of injury for any injuries checked above: _____

PART FOUR: MEDICAL LIENS

Section 4.A: Did any insurance company pay for medical treatment for the opioid-related injuries that gave rise to your Future Opioid PI Claim?

Yes: _____ No: _____

Section 4.B: In the last 20 years, was the opioid user who is the subject of your claim eligible for coverage by any of the following, or did any of the following actually pay for his/her opioid-related health costs?

Respond by writing “Yes” or “No” next to each insurance provider name, and provide the requested information as to each. If any insurance carrier who provided coverage to the opioid user is not identified, please fill in that carrier’s information at the bottom of the chart.

Type of Insurance:	Yes/No	Street Address:	Phone Number	Policy Number (if any)	Policy Holder	Dates of Coverage
Medicare						
Medicaid						

Tricare						
VA						
Champus						
Private – List name(s) below: _____ _____						

PART FIVE: SIGNATURE

This Future PI Trust Claim Form must be signed by the Claimant or the Claimant’s Representative.

Name of person who is signing this form: _____
 E-mail address of person who is signing this form: _____
 Phone Number of person who is signing this form: _____

I am including the evidence and other required documents requested above in my submission of this form: Yes: _____ No: _____

I declare under penalty of perjury that the representations made and the information provided on this Future PI Trust Claim Form are true, correct and complete to the best of my knowledge.

*Signature of Claimant (or signature of Representative
 Completing this Form for a Claimant)*

EXHIBIT B

HIPAA RELEASE

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO FUTURE OPIOID PI TDP EXHIBIT B

**HIPAA RELEASE FORM FOR ENDO OPIOID PERSONAL INJURY TRUST DISTRIBUTION
PROCEDURES FOR FUTURE OPIOID PI CLAIMS**

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name:

Date:

Date of Birth:

Soc. Sec. No.

- 1. The following individuals or organizations are authorized to disclose my protected health and insurance records to the parties specified below in section #4:

Note: Please list the names of your medical care providers and your health insurance providers that may have records relevant to the resolution of your Future Opioid PI Claim.⁷ If you are unsure of the exact legal name of your medical providers and health insurance providers, you can leave this blank, and we will complete it for you with the understanding that you authorize all relevant parties:

- 2. The type and amount of information to be used or discloses is as follows:

The entire protected medical and insurance record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies, for the following dates:

Note: List the date range for which the medical providers and insurance companies above may have records relevant to the resolution of your Future Opioid PI Claim. If you are unsure of the exact dates, then leave this blank, and we will complete this section for you with the understanding that you authorize all relevant date ranges.

Dates of Services - From: _____ To: _____

⁷ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Endo Opioid Personal Injury Trust Distribution Procedures for Future Opioid PI Claims (the “**Future Opioid PI TDP**”), the Plan, the Confirmation Order, or the Future PI Trust Documents.

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, as well as treatment for alcohol and drug abuse.
4. The health and insurance information may be disclosed to and used by the following individual and/or organization:
 - a. Endo Opioid Personal Injury Trust; Endo NAS Personal Injury Trust; Endo Future Personal Injury Trust;
 - b. Edgar C. Gentle, III., of Gentle, Turner & Benson, LLC, as the Trustee and Claims Administrator of the Endo Personal Injury Trusts listed above in 4.a.; and
 - c. MASSIVE: Medical and Subrogation Specialists or such other firm engaged by the Endo Future Person Injury Trust to perform such tasks.
5. I understand I have the right to revoke this authorization at any time. I understand 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 10 years after the date that I sign it.
6. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization and forego a recovery under the Future Opioid PI TDP. I understand that no organization may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 1634.524. I understand 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 or HIPAA. If I have questions about disclosure of my health information, I can contact the parties listed above in section #4.

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

EXHIBIT C

HEIRSHIP DECLARATION

ENDO FUTURE OPIOID PI TDP EXHIBIT C

**HEIRSHIP DECLARATION FOR ENDO OPIOID PERSONAL INJURY TRUST DISTRIBUTION
 PROCEDURES FOR FUTURE OPIOID PI CLAIMS**

SWORN DECLARATION AND RELEASE	
Any holder of a Future Opioid Personal Injury or Future NAS Personal Injury Claim (a “ Future PI Claimant ”) regarding the opioid-related death of another person (the “ Decedent ”), or because of the death of the Decedent before the Future PI Claim is paid, is required to complete this declaration if the Future PI Claimant has not been named as the executor/administrator of the Decedent’s estate by a probate court. Moreover, the Future PI Claimant must also provide notice to any other beneficiary who may be entitled to receive a portion of any distribution from the Endo Future Personal Injury Trust (the “ Future PI Trust ”) to ensure that all potential beneficiaries have received fair and proper notice of this distribution.	

I. Decedent Information			
Name:	First Name	Middle Initial	Last Name
Social Security Number:		Date of Death:	
Residence/Legal Domicile Address at Time of Death	Street		
	City	State	Zip Code

II. Future PI Claimant Information			
Your Name	First Name	Middle Initial	Last Name
Your Social Security Number			
Your Address	Street		
	City	State	Zip Code
Your Relationship to Decedent			

III. Authority to Receive a Distribution	
I, _____, a Future PI Claimant, have authority to act on behalf of Decedent for one of the following reasons (please select <i>one</i> and provide the applicable documentation):	
<input type="checkbox"/>	Decedent Executed a Valid Will Naming Future PI Claimant as the Executor/Administrator
List here and attach copies of all document(s) evidencing a valid Last Will and Testament executed by Decedent naming Future PI Claimant as Executor/Administrator:	1. Last Will and Testament of _____, dated _____. 2. _____

	3. _____
III. Authority to Receive a Distribution (continued)	
____	Decedent Executed a Valid Testamentary Trust Naming Future PI Claimant as the Trustee
List here and attach copies of all document(s) evidencing a valid Testamentary Trust executed by Decedent naming Future PI Claimant as Trustee:	1. Testamentary Trust executed by _____, dated _____. 2. _____ 3. _____
____	Decedent Did Not Execute a Valid Testamentary Document (did not have an executed Will or Trust)
List here the intestate statute(s) of the Residence/Legal Domicile at Time of Death of the Decedent and attach a copy of the full language of the statute(s):	1. A copy of the intestate statute(s) of the state or domicile of the Deceased Claimant at the time of his or her death. 2. _____ 3. _____

IV. Notice to Heirs and Beneficiaries of Decedent			
(Attach additional sheets if needed)			
Use the space below to identify the name and address of all persons who may have a legal right to share in any payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the Future PI Trust, or the reason they cannot be notified.			
	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
2.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	__ Yes. How notified: _____ No. Why not notified: _____

IV. Notice to Heirs and Beneficiaries of Decedent (continued)			
	Name:	Information:	
3.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	<input type="checkbox"/> Yes. How notified: _____ <input type="checkbox"/> No. Why not notified: _____ _____
4.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	<input type="checkbox"/> Yes. How notified: _____ <input type="checkbox"/> No. Why not notified: _____ _____
5.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	<input type="checkbox"/> Yes. How notified: _____ <input type="checkbox"/> No. Why not notified: _____ _____
6.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	<input type="checkbox"/> Yes. How notified: _____ <input type="checkbox"/> No. Why not notified: _____ _____
7.		Address	
		Relationship to Decedent	

		Notified of Future PI Trust?	Yes. How notified: _____ No. Why not notified: _____
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V. Future PI Claimant Certification – Sworn Declaration

This Sworn Declaration is an official document for submission to the Future PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:

- A. I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the Future PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.
- B. I will abide by all substantive laws of the Decedent’s last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- C. If Decedent executed a valid Will naming Future PI Claimant as the Executor/Administrator:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. The copy of the Last Will and Testament provided by me is the Last Will and Testament of the Decedent.
 - c. I will notify the Future PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- D. If Decedent executed a valid Testamentary Trust naming Future PI Claimant as the trustee:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. No one else has been appointed the trustee or other position with the authority to act on behalf of the Decedent and his or her estate.
 - c. The copy of the Testamentary Trust provided by me is the currently valid Testamentary Trust of the Decedent.
 - d. I will notify the Future PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- E. If the Decedent did not execute a valid testamentary document:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. There is no known Last Will and Testament of the Decedent and no application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator.
 - c. I will notify the Future PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- F. No application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator of the Decedent’s estate.
- G. I am not aware of any objections to my appointment and service as the Future PI Claimant on behalf of the Decedent and his or her estate, heirs, and beneficiaries.
- H. No person notified under Section IV objects to my serving as the Future PI Claimant and taking such steps as required by the Future PI TDP to resolve all claims related to the Decedent’s prescription and/or use of opioids.

The persons named in Section IV are all of the persons who may have a legal right to share in any payment issued in respect of the injuries of the Decedent.

V. Future PI Claimant Certification – Sworn Declaration (Continued)

- I. I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of any payment from the Future PI Trust to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- J. In accordance with item I. above, I understand that I am responsible for locating and paying all heirs their proportionate share of any distribution based on the applicable Will, Trust or Intestate Statute.
- K. I will indemnify, defend and hold harmless the Future PI Trust, its agents and representatives, and any law firm(s) representing me from any and all claims, demands, or expenses of any kind arising out of distributions from the Future PI Trust.
- L. I understand that, by signing this Sworn Declaration, the sole remedy for any beneficiary that contests the allocation of the distribution from this case is to pursue me directly.

The information I have provided in this Declaration is true and correct. I understand that the Future PI Trust, the Bankruptcy Court for the Southern District of New York and any law firm(s) representing me will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

I, the undersigned, declare the above as true and correct under penalty of perjury:

Signature:		Date:	
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EXHIBIT D

QUALIFYING OPIOIDS

Definition of “Qualifying Opioids”

- i. Qualifying Brand Name Opioids shall include the following Debtor or Paladin opioids: ABSTRAL[®]; BELBUCA[®]; CHERATUSSIN[®]AC; DARVON-N[®]; DEPODUR[®]; ENDOCET[®]; ENDODAN[®]; IBUDONE[®]; METADOL[®]; MEPERITAB[®]; METADOL-D[®]; NUBAIN[®]; NUCYNTA[®]; OPANA[®]; OPANA[®] ER; PERCOCET[®]; PERCODAN[®]; TRIDURAL[®]; STATEX[®]; VI-G-TUSS[®]; ZYDONE[®].
- ii. Qualifying Generic Opioids shall include any generic opioid manufactured, marketed, and/or sold by the Debtors, including but not limited to any of the following names: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Par Sterile Products, Qualitest Pharmaceuticals, and Vintage Pharmaceuticals.

The following is a currently known list of National Drug Codes (NDC's) associated with Qualifying Generic Opioids: 63481-0161; 63481-0207; 63481-0348; 63481-0519; 63481-0685; 63481-0820; 63481-0952; 60951-0310; 63481-0612; 63481-0613; 63481-0624; 63481-0434; 63481-0435; 63481-0436; 63481-0437; 63481-0438; 63481-0439; 63481-0440; 63481-0522; 63481-0553; 63481-0571; 63481-0617; 63481-0674; 63481-0693; 63481-0812; 63481-0813; 63481-0814; 63481-0815; 63481-0816; 63481-0817; 63481-0818; 63481-0907; 63481-0621; 63481-0622; 63481-0623; 63481-0627; 63481-0628; 63481-0629; 63481-0121; 63481-0668; 63481-0669; 63481-0698; 00603-2337; 00603-2338; 00603-2339; 00603-9013; 00603-1020; 00603-1295; 00603-3880; 00603-3881; 00603-3882; 00603-3883; 00603-3884; 00603-3885; 00603-3886; 00603-3887; 00603-3888; 00603-3890; 00603-3891; 00603-3609; 00603-3897; 00603-3584; 00603-3586; 00603-4998; 00603-4978; 00603-4979; 00603-4982; 00603-4990; 00603-4991; 00603-4992; 00603-4993; 00603-4994; 00603-4997; 00603-1492; 60951-0602; 60951-0602; 60951-0700; 60951-0701; 60951-0712; 60951-0796; 60951-0797; 60951-6027; 60951-7968; 60951-7978; 60951-0310; 60951-6107; 60951-6108; 49884-0761; 49884-

0762; 49884-0764; 63481-0532; 49884-0459; 49884-0460; 49884-0461; 49884-0462; 49884-0463;
49884-0464; 63481-0531; 63481-0533; 63481-0534; 49884-0761; 49884-0762; 49884-0763; 49884-
0764; 67767-0120; 67767-0121; 67767-0122; 67767-0123; 67767-0120; 67767-0121; 67767-0122;
67767-0123; 00603-1091; 00603-1091; 00603-3897; 00603-3897; 00603-1306; 00603-3584; 00603-
3586; 00603-3609; 00603-3880; 00603-3882; 00603-3882; 00603-3882; 00603-3882; 00603-3882;
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0640; 64376-0640; 60951-6397; 60951-6398; 60951-6399; 60951-6407; 60951-6408; 60951-6417;
00254-3594; 00254-3591; 00254-3594; 00254-3594; 00254-3595; 00254-3596; 00603-1295; 00603-
3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881;
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64376-0648; 64376-0648; 64376-0649; 64376-0649; 00254-3600; 00172-5643; 00172-5643; 00182-
0681; 00182-0681; 00254-3597; 00254-3597; 00254-3598; 00254-3600; 00254-3600; 00254-3601;
00677-1184; 00677-1184; 00677-1504; 00677-1504; 00677-1621; 00677-1622; 58809-8380; 06686-
9118; 06686-9128; 50991-0578; 50991-0579; 50991-0579; 50991-0578; 00603-4415; 00603-4416;
49884-0665; 49884-0666; 49884-0667; 49884-0668; 49884-0669; 49884-0670; 49884-0833; 49884-
0834; 49884-0835; 49884-0836; 49884-0837; 49884-0838; 60951-0652; 60951-0653; 60951-0655;
60951-0658; 60951-0659; 60951-6528; 60951-6538; 60951-6558; 60951-6588; 00603-4978; 00603-

4979; 00603-4979; 00603-4982; 00603-4982; 00603-4997; 00603-4998; 00603-4998; 00182-1465;
00254-4832; 60951-6607; 60951-6608; 49881-0327; 49884-0326; 60951-0794; 60951-0795; 60316-
2558; 60317-9958; 00603-1853; 60318-5358

EXHIBIT E

RELEASE FORM

ENDO FUTURE OPIOID PI TDP EXHIBIT E

FUTURE OPIOID PI CLAIMANT RELEASE FORM¹

(FOR USE BY HOLDERS OF FUTURE OPIOID PI CLAIMS AND FUTURE NAS PI CLAIMS)

You are strongly encouraged to review the [*Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “Plan”), the [*Order Confirming Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “Confirmation Order”), and the trust distribution procedures that may be relevant to your potential Future PI Claim before you execute and submit this Release Form. You may want to seek legal advice concerning the terms and conditions of the Future PI Trust, but you are not required to do so.

If you elect to participate in the Future PI Trust by submitting an executed Release Form in exchange for the ability to receive a distribution of the Future Opioid Trust Consideration (as defined in the Future PI Trust Agreement), you will be granting the releases contained herein (the “Releases”). If you choose to grant the Releases, you will be releasing, with certain exceptions described below, any “Released Claims” that you may have against the “Non-GUC Released Parties” including any and all claims related in any way to any of the Debtors, the Debtors’ estates, the Debtors’ business or the Chapter 11 Cases, including claims related to Endo’s Opioid Products. The “Non-GUC Released Parties” include, among others: (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and each Prepetition Secured Party, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) with respect to each of the foregoing Persons listed in clauses (a) through (l), such Persons’ predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates (except, in the case of Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners LLC, to the extent that Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners LLC do not have the authority to bind an Affiliate), respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (n) with respect to each of the foregoing Persons listed in clauses (a) through (m), such Persons’ current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. For the avoidance of doubt, agreeing to the Releases will not release any claims you may have against any Excluded Party, including, among others, the McKinsey Parties, the Arnold & Porter Parties, or any of the opioid distributors, manufacturers (other than the Debtors) or pharmacies that have been frequently named as defendants in any of the nationwide opioid litigation.

¹ The definitions for capitalized words used but not defined in this Release Form may be found at the website maintained by the Future PI Trust: []. Such terms shall be consistent with the Plan and Confirmation Order.

Importantly, if you grant the Releases, your only source of recovery on account of any Future Opioid PI Claims that you hold shall be to the Future PI Trust, and you will have no right to continue to assert your Future Opioid PI Claim against any Non-GUC Released Party.

If you choose not to grant the Releases, you will not be eligible for a distribution from the Future PI Trust, all Future Opioid PI Claims that you hold against the Debtors and the Post-Emergence Entities shall be subject to the Channeling Injunction, and you will have no right to continue to assert your Future Opioid PI Claim against the Debtors or the Post-Emergence Entities. The effects of the Channeling Injunction are described in further detail below.

IF YOU ELECT TO GRANT THE RELEASES, PLEASE COMPLETE, SIGN, DATE AND TRANSMIT THIS RELEASE FORM PURSUANT TO THE INSTRUCTIONS BELOW TO THE FUTURE PI TRUST

PLEASE SUBMIT YOUR RELEASE FORM BY ONE OF THE FOLLOWING METHODS. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF YOURSELF AND OF ANOTHER PERSON ASSERTING A CLAIM, THEN EACH PERSON ASSERTING A CLAIM MUST SUBMIT SEPARATE RELEASE FORMS. YOU MUST SUBMIT A RELEASE FORM FOR EACH CLAIM YOU ARE ASSERTING.

To Execute and Submit Your Release Form Online

To submit your Release Form using the online portal for the Future PI Trust, visit:

For Future NAS PI Claims: [LINK].

For Future Opioid PI Claims: [LINK].

The E-Release Form is the only way to submit a Release Form online. Release Forms submitted by fax or email will not be valid. Any Release Form submitted through the E-Release Form will be deemed to be immediately legally valid and effective.

Future PI Claimants who submit a Release Form online should **NOT** also submit a Release Form through the mail.

To Submit Your Executed Release Form Through the Mail

To submit your Release Form through the mail, complete Items 1 and 2 below and submit your Release Form by first-class mail, hand delivery, or overnight courier to:

[MAILING ADDRESS]

Item 1. Type of Future PI Claim. Please select the **one** category below that best describes the Future PI Claim for which you are filling out this Release Form.

CHECK ONE BOX ONLY

Future NAS PI Claim: This category means any and all Claims held by natural persons who (a) were diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person's intrauterine exposure to opioids or opioid replacement or treatment medication; and (b) are born after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, but before the date that is the later of (i) 10 months after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date; and (ii) the Effective Date.

—or—

Future Opioid PI Claim: This category means any and all Claims held by a natural person (a) resulting from an injury to such natural person identified on the Claim Form; (b) arising from such natural person's own use of a Qualifying Opioid,¹ or arising from the use by a decedent of a Qualifying Opioid, in each case, prior to January 1, 2019; and (c) whose first injury resulting from such use manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date. For the avoidance of doubt, (i) any Claims involving opioid use where the first use of a Qualifying Opioid was on January 1, 2019, or later are not Future Opioid PI Claims and (ii) Future NAS PI Claims are not included in this category.

THE FUTURE PI TRUST REQUIRES EXECUTION OF THE FOLLOWING RELEASE BY FUTURE PI CLAIMANTS AS A CONDITION TO RECEIVING A DISTRIBUTION FROM THE FUTURE PI TRUST.

¹ Qualifying Opioids include the following branded opioid products: ABSTRAL®; BELBUCA®; CHERATUSSIN® AC; DARVON-N®; DEPODUR®; ENDOCET®; ENDODAN®; IBUDONE®; METADOL®; MEPERITAB®; METADOL-D®; NUBAIN®; NUCYNTA®; OPANA®; OPANA® ER; PERCOCET®; PERCODAN®; TRIDURAL®; STATEX®; VI-G-TUSS®; and ZYDONE®. Qualifying Opioids also includes generic opioid products manufactured, marketed and/or sold by the Debtors, including but not limited to any of the following Debtors: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Par Sterile Products, Qualitest Pharmaceuticals and Vintage Pharmaceuticals. A more complete list of Qualifying Opioids, including a list of the currently known National Drug Codes associated with generic Qualifying Opioids, can be located here: [LINK].

Releases By Future PI Claimants

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Non-GUC Released Parties (defined below), but not the Excluded Parties (defined below), shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Future PI Claimant who submits this Release notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable, or equivalent thereto (which shall conclusively be deemed waived) from the following (collectively, the “Released Claims”):

any and all Claims and Causes of Action arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors’ business, or the Chapter 11 Cases or related foreign recognition proceedings, including, without limitation, any and every Cause of Action, including any and every Claim and action, class action, cross-claim, counterclaim, third-party Claim, controversy, dispute, demand, right, lien, indemnity, contribution, right of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license, or franchise, in each case, of any kind, character, or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, Secured or unsecured, Allowed, Disallowed, or Disputed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam, or otherwise, whether arising before, on, or after the Petition Date, whether arising under federal statutory law, state statutory law, common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, in contract or in tort, at law, in equity, or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance (other than any Specified Avoidance Action), willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising, including, for the avoidance of doubt, (a) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable; (b) any right of setoff, counterclaim, or recoupment, and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity; (c) the right to object to or otherwise contest Claims or Interests; (d) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress and usury, and any other defense set forth in section 558 of the Bankruptcy Code; and (f) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory (other than any Specified Avoidance Action) arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors’ business, the Chapter 11 Cases, or foreign recognition proceedings relating to the Chapter 11 Cases, including, without limitation, any and all Claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part:

- (i) Opioids, Opioid Products, Canadian Opioid Products, and Opioid-Related Activities;
- (ii) the Debtors’ use of Cash in accordance with the Cash Collateral Order;
- (iii) any Avoidance Actions that are not Specified Avoidance Actions (for the avoidance of doubt, Specified Avoidance Actions shall not be Released Claims);
- (iv) the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Sale Process, the Bidding Procedures Order, the Plan, the Plan Transaction, the Plan Documents, the Transaction Steps Order, the Plan Settlements, the Trusts, the Trust Documents, the Opioid School District

Recovery Trust Governing Documents, the U.S. Government Resolution Documents, the Exit Financing Documents, the Rights Offering Documents, the RSA, the Restructuring Transactions, the India Internal Reorganization, the Scheme, the Scheme Circular, and any contract, instrument, release, or any other similar document or agreement entered into in connection with the foregoing or any transactions or other actions or omissions contemplated thereby;

(v) the administration and implementation of the Plan or Confirmation Order, including the Restructuring Transactions, the Exit Financing, the Rights Offerings and the Backstop Commitment Agreements, the Plan Transaction, and the Plan Settlements, the issuance or Distribution of equity and/or debt securities and/or indebtedness in connection herewith or therewith, and any other transactions, actions, omissions, or documents contemplated hereby or thereby;

(vi) the establishment and funding of the Trusts, the implementation of the Plan Settlements, and any other actions taken in connection therewith or contemplated thereby; and

(vii) any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing.

For the avoidance of doubt, “Released Claims” shall not include any (1) Claims or Causes of Action against any Excluded Party, or, solely with respect to the GUC Releasing Parties, any GUC Excluded Party; or (2) GUC Trust Litigation Claims.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or waive (i) any post-Effective Date obligations of any party or Entity (as such term is defined in the Bankruptcy Code) under the Plan, the Confirmation Order, the PSA, the Future PI Trust Documents, or any document, instrument, or agreement executed to implement the Plan, the Confirmation Order, or the FCR Resolution; and (ii) any Other General Unsecured Claim against the Debtors. For the avoidance of doubt, and notwithstanding anything to the contrary that may be construed from any of the previous paragraphs or elsewhere in this Release Form, (a) the rights of any Future PI Claimant with respect to any Other General Unsecured Claim (as opposed to Future PI Claims) it has or believes it has against the Debtors shall be governed by the terms of the UCC Resolution Term Sheet and the GUC Trust Documents.

The parties granting this Release expressly waive and relinquish any and all provisions, rights and benefits conferred by any law of the United States or of any state, territory or tribe of the United States or any other jurisdiction, or by any principle of common law that is similar, comparable or equivalent to California Civil Code § 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Effect of Channeling Injunction

From and after the Effective Date, pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Future PI Claims shall be (x) deemed to release any Future PI Claims held by such Persons against the Debtors and the Post-Emergence Entities; and (y) permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Future PI Claims, including:

- i commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, action, or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Future PI Claims, against or affecting any of the Debtors or the Post-Emergence Entities, as applicable, or any property or interests in property of any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Future PI Claims;
- ii enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree, or other order against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Future PI Claims;
- iii creating, perfecting, or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any of the Debtors or the Post-Emergence Entities, as applicable, or the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to any Future PI Claims;
- iv asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any of the Debtors or Post-Emergence Entities, as applicable, or against the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to Future PI Claims; and
- v taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan, the Confirmation Order, or any Plan Document (including, for the avoidance of doubt, any Trust Document) with respect to any Future PI Claims.

Notwithstanding anything to the contrary herein or in the Plan or Confirmation Order, the Channeling Injunction shall not stay, restrain, bar, or enjoin:

- i the rights of holders of Future PI Claims to the treatment afforded to them under the Plan, the Confirmation Order, and the Plan Documents, including the rights of holders of Future PI Claims to assert such Future PI Claims solely in accordance with the Plan, the Confirmation Order, and the Trust Documents;
- ii the rights of Persons to assert any Claim, debt, litigation, or liability for payment of Trust Operating Expenses against the applicable Trust;
- iii the rights of any Person to assert any Claim, Cause of Action, debt, or litigation against any Excluded Party;

- iv the rights of the GUC Trust to assert any GUC Trust Litigation Claims against any GUC Excluded Party, subject to the Covenant Not To Collect;
- v the rights of the GUC Trust to pursue and enforce any GUC Trust Litigation Claims, including the GUC Trust Insurance Rights;
- vi the Distribution Sub-Trusts from enforcing their respective rights against the GUC Trust under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the GUC Trust Documents;
- vii the PPOC Trust from enforcing its rights against the Purchaser Entities under (and in manner not inconsistent with) the Plan, the Confirmation Order, and the PPOC Trust Documents;
- viii the PPOC Sub-Trusts from enforcing their respective rights against the PPOC Trust under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the PPOC Trust Documents; or
- ix the Future PI Trust from enforcing its rights against the Purchaser Entities under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the Future PI Trust Documents.

There can be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction, and nothing in the Plan, the Confirmation Order, or any Plan Document (including, for the avoidance of doubt, any Trust Document) shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

Item 2. Release Form Acknowledgments. By signing this Release Form, the undersigned certifies that (i) as of the date of completion of this Release Form, it has completed and submitted a Claim Form; (ii) it is the holder of the Future PI Claim identified above in Item 1 or it has full power and authority to act on behalf of the holder of the Future PI Claim identified above in Item 1; and (iii) it elects to grant the Releases.

Name of Claimant _____

Signature _____

Title (if applicable) _____

Name of Institution _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Date Completed _____

Exhibit 3-C

Future NAS PI Trust Distribution Procedures

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**ENDO FUTURE NAS
PERSONAL INJURY TRUST DISTRIBUTION
PROCEDURES**

These Endo Future NAS Personal Injury Trust Distribution Procedures (“**Future NAS PI TDP**”) provide for resolving all Future NAS PI Claims¹, as contemplated by the [*Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “**Plan**”) and the [*Order Confirming Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “**Confirmation Order**”), and as provided in the Endo Future Personal Injury Trust Agreement (“**Future Trust Agreement**”). The Plan, the Confirmation Order, and the Future Trust Agreement establish the Endo Future Personal Injury Trust (“**Future PI Trust**”). The trustee of the Future PI Trust (“**Trustee**”) shall implement and administer these Future NAS PI TDP in accordance with the Future PI Trust Documents.² Holders of Future NAS PI Claims are referred to herein as “**Future NAS PI Claimants**.”³

ARTICLE 1

INTRODUCTION

1.1 Purpose of the Future NAS PI TDP. The goal of the Future PI Trust is to treat all claims equitably and in accordance with the requirements of the Plan, the Confirmation Order, the Future PI Trust Documents, and the Bankruptcy Code. The Future PI Trust will receive the proceeds payable to the Future PI Trust in accordance with the Plan, administer, process, resolve, and liquidate all Allowed Future PI Claims in accordance with the Endo Future Opioid PI Trust Distribution Procedures (the “**Future Opioid PI TDP**”), the Future NAS PI TDP, or the Endo Future Mesh PI Trust Distribution Procedures (the “**Future Mesh PI TDP**” and, together with the Future Opioid PI TDP and the Future NAS PI TDP, the “**Future PI TDPs**”), as applicable. These Future NAS PI TDP further that goal by setting forth objective, efficient, and fair procedures for processing and paying the unpaid portion of the liquidated value of eligible Future NAS PI Claims.

1.2 Funding of the Future PI Trust. The Future PI Trust shall be funded in accordance with the Plan, the Confirmation Order, and the Future PI Trust Documents.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan, the Confirmation Order, or the Future Trust Agreement, as applicable.

² The “**Future PI Trust Documents**” are the Future Trust Agreement and the Future PI TDPs.

³ The term “**Future NAS PI Claims**” means any and all Claims held by natural persons who (a) were diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person’s intrauterine exposure to opioids or opioid replacement or treatment medication; and (b) are born after the General Bar Date (July 7, 2023) or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, but before the date that is the later of (i) 10 months after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date; and (ii) the Effective Date. The term “**Future NAS PI Claimant**” means a person holding a Future NAS PI Claim arising from his/her own intrauterine opioid exposure or the parent, guardian or other representative of such person.

1.3 Interpretation. Except as may otherwise be provided below, nothing in these Future NAS PI TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of Future NAS PI Claims shall vest in such holders as of the Effective Date.

ARTICLE 2

FUTURE NAS PI TDP ADMINISTRATION

2.1 Claims Processor and Other Agents. Nothing in these Future NAS PI TDP shall preclude the Future PI Trust from contracting with a third party to provide claims-processing, claims-audit, or other services to the Future PI Trust so long as decisions about the resolution of Future NAS PI Claims are based on the relevant provisions of these Future NAS PI TDP, including the evidentiary criteria set forth therein and herein, and the Future PI Trust Documents. In accordance with the Future Trust Agreement, the Trustee may retain additional professionals, agents and consultants to assist in carrying out the duties of the Future PI Trust.

2.2 Future Claimants' Representative. Pursuant to the Plan, the Confirmation Order, and the Future PI Trust Documents, the Trustee shall administer the Future PI Trust and these Future NAS PI TDP in consultation with the Future Claimants' Representative (the "FCR"). The duties of the FCR with respect to the Future PI Trust are set forth in the Future Trust Agreement. The Trustee shall obtain the reasonable consent of the FCR and the Purchaser Parent on any amendments to these Future NAS PI TDP and on such other matters as are otherwise required below and in the Future Trust Agreement, provided that no such amendments shall impair, modify or otherwise affect the enforceability, efficacy, scope or terms of the Release Form or the Release (as defined herein). The initial Trustee and the initial FCR are identified in the Future Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation with, or consent of, the FCR is required, the Trustee shall provide written notice, which may be provided via email, to the FCR of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment nor take such action unless and until the Trustee and FCR have engaged in the Consultation Process or the Consent Process described in the Future Trust Agreement, and no such amendment nor action shall impair, modify or otherwise affect the enforceability, efficacy, scope or terms of the Release Form or Release.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 Future NAS PI Trust Claims Liquidation Procedures.

(a) Claims Materials. The claims materials will include a trust claim form substantially in the form of **Exhibit A ("Claim Form")**, which shall require certification signed by the claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed Future NAS PI Claim eligible to receive payment from the Future PI Trust. Additionally, the claims materials shall include (i) a HIPAA release form ("**HIPAA Release**"), substantially in the form of **Exhibit**

B, (ii) an heirship declaration(s) (“**Heirship Declaration**”), substantially in the form of **Exhibit C**, which must be provided by any person seeking a Distribution from the Future PI Trust in the capacity of an heir when an Executor, Administrator, or Personal Representative of the Deceased Person’s Estate has not been appointed by a Court, or, if an Executor, Administrator, or Personal Representative has been appointed by a Court, then the Court Order appointing such person, and (iii) a Release Form, an example of which is attached hereto as **Exhibit D**, including the release (the “**Release**”) of the Non-GUC Released Parties (as defined in the Plan) and an assignment of rights, if any, to pursue applicable insurance recoveries on account of the Future NAS PI Claim, if Allowed. The claims materials may be amended by the Trustee with the consent of the FCR, so long as any such amendment is consistent with the terms of the Future PI Trust Agreement, the Plan, and the Confirmation Order, and does not effect a change to the evidentiary criteria or the awards set forth in sections 4.3 and 5.1 below and does not impair, modify or otherwise affect the enforceability, efficacy, scope or terms of the Release Form or the Release; provided, that no holder of a Future NAS PI Claim who completed the claims materials in accordance with the then-applicable procedures shall be prejudiced by any amendment to the claims materials made after the date such holder of a holder of a Future NAS PI Claim submitted claims materials.

(b) Determination of Compensability. The Future PI Trust will receive, process, and resolve Future NAS PI Claims in accordance with these Future NAS PI TDP and other Future PI Trust Documents and determine whether they are allowed and therefore eligible to receive payment from the Future PI Trust, or Disallowed (as defined in the Plan) and therefore not eligible for payment from the Future PI Trust. An “**Allowed Future NAS PI Claim**” is a claim that provides credible evidence that satisfies the evidentiary criteria set forth below and is otherwise eligible for an offer of payment in accordance with these Future NAS PI TDP, which has been submitted by a Future NAS PI Claimant that has timely executed the Release Form.

(c) Treatment of Disallowed Claims. The Future PI Trust will not pay Awards (as defined below) to any claims of Future NAS PI Claimants that have been disallowed under the Future NAS PI Trust Documents⁴ (“**Disallowed Claims**”) for failure to comply with or meet the standard set forth in such Future NAS PI Trust Documents.

(i) Because the Future PI Trust will have limited funds, economic damages are not compensable. These Future NAS PI TDP compensate only general pain and suffering on account of the Future NAS PI Claimant’s injuries. In no circumstance shall the Future PI Trust assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys’ fees or costs (including statutory attorneys’ fees and costs). For the avoidance of doubt, an Allowed Future NAS PI Claim does not include any claim for medical monitoring support or similar related relief.

(ii) The adjudication of a Future NAS PI Claim under the NAS PI Trust Documents shall be deemed to be an adjudication of that Future NAS PI Claim and

⁴ The Future NAS PI Trust Documents shall have the meaning ascribed in the Future Trust Agreement.

any associated Future NAS PI Claims of the Future NAS PI Claimant or successor or related subsequent wrongful death claim regarding the same injuries that are the subject of its Future NAS PI Claim. Any Distribution from the Future PI Trust on an Award (under the liquidation procedures of these Future NAS PI TDP) or a Final Judgment in respect of such Future NAS PI Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of such Future NAS PI Claim and such associated Future NAS PI Claims.

(iii) No Claim submitted by a co-defendant of the Debtors will be deemed compensable by the Future PI Trust, and such claims shall not constitute Future NAS PI Claims.

(iv) For the avoidance of doubt, if a claimant wants to have the Claim reviewed by the Trustee, whether or not the claim is ultimately Allowed, the claimant must execute the Release Form *prior to or at the same time as submission* of their claim pursuant to this Future NAS PI TDP. In the event the Claim is ultimately Disallowed, the efficacy, enforceability, scope of releases or injunctions authorized under the terms of the Plan, the Confirmation Order, or Release Form, and the Release granted thereunder shall be unaffected. The Release Form and Release are irrevocable. The consideration for the Release is the right to participate in distributions from the Future PI Trust, but such right does not guarantee the applicable Future NAS PI Claim will be Allowed. Future NAS PI Claims submitted without an executed Release Form are deficient and if the failure to return a Release Form is not timely cured as set forth below, the Future NAS PI Claim will be Disallowed. For the avoidance of doubt, any such Claim that is Disallowed shall be released in full, as set forth in the Plan.

(d) Determination of Awards and Deductions. Award payments to Future NAS PI Claims shall be no greater in amount (the “**Maximum Amount**”) than the award amounts, net of the applicable Present PI-NAS Sub-Trust (as defined in the Future Trust Agreement) administrative expenses, offered by the PPOC Sub-Trust established for compensable claims submitted by similarly situated present NAS personal injury claimants or, solely with respect to Foreign Claimants, the award amount offered by the EFBD Claims Trust, net of administrative expenses, to similarly situated foreign opioid personal injury claimants.

(e) Co-Defendant Claims. Notwithstanding anything to the contrary herein or otherwise, in no event shall any Claim of a co-defendant be a Future NAS PI Claim.

ARTICLE 4

PROCESSING, RESOLUTION, AND PAYMENT OF FUTURE NAS PI CLAIMS BY THE FUTURE PI TRUST

4.1 Processing of Future NAS PI Claims.

(a) As soon as possible after the establishment of the Future PI Trust, the Trustee shall proceed to have the Future PI Trust receive, review and liquidate all Future NAS PI Claims. Future NAS PI Claims shall be processed based on their place in the FIFO Processing Queue (as defined below) and paid based on their place in the FIFO Payment Queue (as defined below).

(b) To process Future NAS PI Claims under these Future NAS PI TDP, the Future PI Trust has the discretion to request additional documentation beyond that required by these Future NAS PI TDP that is believed to be in the possession of the Future NAS PI Claimant or his or her authorized agent or lawyer.

(c) The Future PI Trust will use appropriate technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate Future NAS PI Claims.

(d) The Future PI Trust may investigate any claim and may request information from any Future NAS PI Claimant to ensure compliance with the terms outlined in these Future NAS PI TDP. The Future PI Trust may request a Future NAS PI Claimant to execute an additional HIPAA Release to enable the Future PI Trust to directly obtain the Future NAS PI Claimant's medical records for evaluation in accordance with these Future NAS PI TDP. In order to participate in distributions from the Future PI Trust, a Release Form must be executed and delivered.

(e) The Trustee has the sole discretion to determine a Future NAS PI Claim is Disallowed, or to reduce or eliminate Awards on Future NAS PI Claims being liquidated hereunder where the Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under these Future NAS PI TDP or by the Future PI Trust to resolve a Future NAS PI Claim. For the avoidance of doubt, any Future NAS PI Claim submitted to the Future PI Trust with respect to which the holder thereof did not execute a Release Form shall be Disallowed.

4.2 General Criteria for Allowed Future NAS PI Claims. To establish an Allowed Future NAS PI Claim in accordance with these Future NAS PI TDP, a Future NAS PI Claimant must comply with the requirement to provide documentation in support of its Claim Form and must execute and deliver a Release Form.

4.3 Pro Rata Payment. Amounts paid to Allowed Future NAS PI Claims (“Awards”) will be based on a simple pro rata share of the proceeds held and to be received by

the Future PI Trust and on an estimation of the total number of Allowed Future NAS PI Claims to be submitted over the life of the Future PI Trust, not to exceed the Maximum Amount. Disallowed Claims will not receive Awards and therefore will not impact calculation of pro rata payments, though the Releases granted in connection with such Disallowed Claims shall be unaffected and shall remain in full force and effect. However, notwithstanding the foregoing, unless otherwise ordered by the Bankruptcy Court, where the Future NAS PI Claimant is deceased or incompetent, and the discharge and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimants' representative, an offer made by the Future PI Trust on the claim shall remain open so long as proceedings before that applicable court or in that applicable probate process remain pending, provided that the Future PI Trust has been furnished with evidence that or reasonably believes that the settlement offer has been submitted to such court or in the probate process for approval and provided that such claimant has executed a Release Form. If the offer is ultimately approved by the applicable court or through the probate process and accepted by the claimants' representative, the Future PI Trust shall pay the claim in the amount so offered.

4.4 Order of Payments.

(a) Timing of Payments.

(i) Payments will be issued on a rolling basis to Allowed Future NAS PI Claims on a first in, first out (“**FIFO**”) basis in accordance with section 4.4(b)(iii). All payments will be subject to the Maximum Amount.

(ii) With the consent of the FCR, the Trustee will establish a claim amount, up to the Maximum Amount (the “**Initial Distribution Amount**”) and, if appropriate the protocol for staggering payments, making payments in installments, and the timing of payments for Allowed Future NAS PI Claims as soon possible following 90 days after the Effective Date.

(iii) In the event claims are paid less than the Maximum Amount, the amount representing the difference between the amount paid and the Maximum Amount will be deemed paid and held in reserve (“**Payments in Reserve**”) to either be used to pay for Future NAS PI Claims or to make additional payments to claimants not receiving the Maximum Amount until they receive the Maximum Amount. Payments in Reserve will be deemed distributed by the Future PI Trust for the purpose of calculating the Purchaser Parent's⁵ reversionary interest. For the avoidance of doubt, no reversionary interest shall be paid to the Purchaser Parent to the extent the Maximum Amount is not paid for every Allowed Future NAS PI Claim.

(iv) The Future PI Trust will issue Distributions to minors in accordance with Article 8 below.

⁵ As defined in the Future Trust Agreement.

(b) Establishment of the FIFO Processing and Payment Queues.

(i) The Future PI Trust shall order Future NAS PI Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”).

(ii) The Future NAS PI Claimant’s position in the FIFO Processing Queue shall be determined by the date the claim is filed with the Future PI Trust. If any Future NAS PI Claims are filed on the same date, the Future NAS PI Claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the condition for which the Future NAS PI Claim was filed, with claimants with earlier diagnoses given priority over claimants with later diagnoses. If any Future NAS PI Claims are filed and diagnosed on the same date, the Future NAS PI Claimant’s position in the FIFO Processing Queue shall be determined by the Future NAS PI Claimant’s date of birth, with older Future NAS PI Claimants given priority over younger NAS PI Claimants; provided, however, that if a law firm submits more than 10 Future NAS PI Claims on the same day, such Future NAS PI Claims will be randomly assigned a position in the FIFO queue within the parameters of the queue position triggered by the volume of the filing (for example, if a law firm submits 100 Future NAS PI Claims on the same day, those 100 Future NAS PI Claims will be randomly assigned a position in the FIFO queue for the first 100 spots following the queue numbering for Future NAS PI Claims submitted on the preceding day).

(iii) Allowed Future NAS PI Claims shall be paid in FIFO order based on the date all information requirements described in this Future NAS PI TDP and the Future NAS PI Trust Documents are satisfied, as determined by the Future PI Trust (the “**FIFO Payment Queue**”). If executed information requirements for multiple Future NAS PI Claims are satisfied on the same date, the Future NAS PI Claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the condition for which the Future NAS PI Claim was filed. For such Future NAS PI Claims, if the respective holders’ condition was diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the Future PI Trust based on the dates of the claimants’ birth, with older claimants given priority over younger claimants. The Future PI Trust may issue payments in installments.

(c) Unless otherwise ordered by a court of competent jurisdiction, where the Future NAS PI Claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant’s representative, an offer made by the Future PI Trust on the claim shall remain open so long as applicable proceedings before that court or in that applicable probate process remain pending, provided that the Future PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant’s representative, the Future PI

Trust shall pay the claim in the amount so offered, based upon the Future NAS Payment Amount in effect at the time the offer was first made.

(d) While the Future PI Trust may enter into a lien resolution program, each Future NAS PI Claimant remains responsible for satisfying any liens that third parties may claim against an Award to such Future NAS PI Claimant.

4.5 Process for Adjustment of the Initial Distribution Amount

(a) Uncertainty of Future NAS PI Claim Liabilities. There is inherent uncertainty regarding the total Future NAS PI Claim liabilities, which means there is inherent uncertainty regarding the amounts that holders of Future NAS PI Claims will receive. There is also an inherent uncertainty regarding the total amount and timing of funding available to the Future PI Trust. Accordingly, the Trustee must periodically evaluate and adjust the percentage of the Maximum Amount that holders of Future NAS PI Claims are likely to receive (the “**Payment Percentage**”) with the consent of the FCR. If the Payment Percentage is 100%, the Initial Distribution Amount is the Maximum Amount. The Trustee may undertake such evaluation (i) when he or she believes appropriate or (ii) upon the request of the FCR.

(b) Determination and Adjustment of the Payment Percentage.

(i) The Trustee must base his or her determination of the Payment Percentage on then-current estimates of the number of Future NAS PI Claims, the value of the assets then available to the Future PI Trust for their payment, the value of anticipated future assets, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to treat all Holders of Future NAS PI Claims in a substantially similar manner. When making these determinations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors.

(ii) If a redetermination of the Payment Percentage has been proposed in writing by either the Trustee or the FCR but has not yet been adopted, then Awards offered to Future NAS PI Claimants shall be based upon the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but was not subsequently adopted, then Awards offered to Future NAS PI Claimants shall thereafter receive the difference between the lower proposed Payment Percentage applied to the Maximum Amount and the higher current Payment Percentage applied to the Maximum Amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, then Awards offered to Future NAS PI Claimants shall thereafter receive the difference between the lower current Payment Percentage applied to the Maximum Amount and the higher adopted Payment Percentage applied to the Maximum Amount.

(iii) If the Trustee, with the consent of the FCR, makes a determination to increase the Payment Percentage, the Trustee shall make supplemental payments

to all Future NAS PI Claimants, who previously liquidated their claims against the Future PI Trust and received payments based on a lower Payment Percentage. The Trustee's obligation to make a supplemental payment to a Future NAS PI Claimant shall be suspended in the event the payment in question would be less than \$50, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$50. However, the Trustee's obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due the Future NAS PI Claimant at such time that the total exceeds \$50.

ARTICLE 5

EVIDENTIARY REQUIREMENTS FOR ALLOWED FUTURE NAS PI CLAIMS

5.1 Evidentiary Requirements for Recovery on Claim Form.

(a) To receive a recovery on his/her Future NAS PI Claim, a Future NAS PI Claimant must submit the following forms of evidence ("**Competent Evidence**"):

(i) A document, such as a birth certificate, documenting that the Future NAS PI Claimant was born after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, but before the date that is the later of (ii) 10 months after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date; and (ii) the Effective Date, and

(ii) either one of the following forms of evidence:

(A) A document from a licensed medical provider diagnosing the Future NAS PI Claimant with a medical, physical, cognitive or emotional condition resulting from the Future NAS PI Claimant's intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as NAS;

(B) A document from a licensed medical provider affirming that the Future NAS PI Claimant had Neonatal Opioid Withdrawal Syndrome ("**NOWS**"); or

(C) Other medical records evidencing that the Future NAS PI Claimant had an NAS diagnosis, including post-natal treatment for symptoms caused by opioid exposure, symptoms of post-natal withdrawal from opioids, medical scoring for NAS or NOWS which is positive or indicates fetal opioid exposure, a positive toxicology screen of the birth mother or infant for opioids or opioid-weaning drugs, or a maternal diagnosis of opioid use disorder by the birth mother.

(b) The Future PI Trust shall have discretion to determine whether these evidentiary requirements have been met, including whether the forms of evidence submitted constitute

Competent Evidence.⁶ Any Future NAS PI Claimant who fails to meet these requirements is not entitled to any payment. Notwithstanding the foregoing, any claimant who fails to submit an executed Release Form shall not be eligible to participate in or receive any payment or distribution from the Future PI Trust.

(c) If the Trustee determines that a Claim Form or accompanying evidence submitted hereunder is incomplete, the Trustee shall have the discretion to request additional relevant documentation believed to be in the possession of the Future NAS PI Claimant or his or her authorized agent or lawyer. The Future NAS PI Claimant shall be afforded a 60-day period to cure any deficiency. Such deficiencies include, but are not limited to, failure to sign or complete the Claim Form, failure to execute the HIPAA authorizations (if requested by the Trust), or failure to submit qualifying evidence. If the deficiency is timely cured to the satisfaction of the Trustee, no deduction or penalty will be assessed to an otherwise qualifying Future NAS PI Claim. If the deficiency is not timely cured, the Trustee, depending on the nature of the deficiency, has the authority to prevent the Future NAS PI Claimant from receiving all or part of any Award the Future NAS PI Claimant would otherwise be entitled to on such Future NAS PI Claim. The Future PI Trust has the sole discretion to Disallow, reduce or eliminate Awards on, claims being liquidated hereunder where it concludes that there has been a pattern or practice to circumvent full or truthful disclosure under this Article 5. For the avoidance of doubt, any claim submitted by any Future NAS PI Claimant which is not accompanied by an executed Release Form shall be, in every event, a Disallowed Claim.

5.2 Bar for Prior Settled Cases. A Future NAS PI Claimant whose Future NAS PI Claim was reduced prior to the Petition Date to a settlement, judgment, or award (whether or not paid or otherwise discharged) against any Debtor shall be barred from receiving any Award under the Future NAS PI TDP on account of such Future NAS PI Claim and shall not recover from the Future PI Trust on account of such Future NAS PI Claim.

5.3 Suits in the Tort System.

(a) A Future NAS PI Claimant who disagrees with the ruling of the Future PI Trust may file a lawsuit in the U.S. District Court for the Southern District of New York against the Future PI Trust. Any such lawsuit must be filed by the Future NAS PI Claimant in her or her own right and name, and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit, and may only name the Future PI Trust as a defendant. All defenses (including, with respect to the Future PI Trust, all defenses that could have been asserted by the Debtors, the Post-Emergence Entities, and/or the Purchaser Parent) shall be available to both sides at trial; however, the Future PI Trust may waive any defense and/or concede any issue of fact or law. If the Future NAS PI

⁶ Competent Evidence necessary for Allowance of a Future NAS PI Claim is evidence, in the opinion of the Trustee, that establishes that the occurrence of a qualifying condition as set forth in section 5.1(a) above with respect to a Future NAS PI Claimant is more likely true than not true, i.e. a probability standard. Competent Evidence requires more than a mere possibility or scintilla of truth, but such standard does not require proof that rises to the level of clear and convincing evidence. However, notwithstanding anything to the contrary in these Future NAS PI TDP, proof of a prescription of an opioid product shall not be required. Competent Evidence shall, in every event, require an executed Release Form.

Claimant was alive at the time the Claim Form was filed with the Future PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the Future NAS PI Claimant has died during the pendency of the claim.

(b) If a Future NAS PI Claimant who delivered an executed Release Form obtains a judgment on his or her Future NAS PI Claim in the tort system and such judgment becomes a final order (each, a “**Final Judgment**”), such Final Judgment shall be deemed an Allowed Future NAS PI Claim and shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the Future NAS PI Claimant shall be paid from the Future PI Trust in accordance with Article 4 above or, in the case of Minor Claimants (as defined below), Article 8 below. Payments to Future NAS PI Claimants who obtain a Final Judgment shall not exceed the Maximum Amount notwithstanding the amount of the Final Judgment.

5.4 Claims Audit Program.

(a) **In General.** Within 180 days of the Effective Date, the Trustee, with the consent of the FCR, shall develop methods for auditing the reliability of the evidence and statements made in Future NAS PI Claims submitted to the Future PI Trust and approved for an offer of payment (a claims audit program). The Future PI Trust may retain an independent third-party to implement the audit program. In the event that the Future PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the Future PI Trust, it may decline to accept additional evidence from such provider in the future.

(b) **Assessment of Additional Information.** To the extent that the Future PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the Future PI Trust or the entity overseeing the claims audit program, in the Trust’s sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any Future NAS PI Claimant subject to the claims audit program shall cooperate and, if requested, provide the Future PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the Future PI Trust to obtain medical and other records to verify the claim.

(c) **Actions Based on Audit Results.** In the event that an audit reveals that fraudulent information has been provided to the Trust, the Future PI Trust may penalize any Future NAS PI Claimant or Future NAS PI Claimant’s attorney by rejecting the Future NAS PI Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant’s attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from a court of competent jurisdiction.

5.5 Costs Considered. Notwithstanding any provision of these Future NAS PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid Future NAS PI Claims so that the payment of Allowed Future NAS PI

Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting a claim. The Trustee shall have the latitude to make judgments regarding the amount of transaction costs to be expended by the Future PI Trust so that Allowed Future NAS PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Future PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) **In General.** All submissions to the Future PI Trust by a holder of a Future NAS PI Claim, including the Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Authorized Disclosures.

(i) **Claimant Consent and Subpoenas.** The Future PI Trust will preserve the confidentiality of Future NAS PI Claimant submissions and Future PI Trust decisions thereon, and shall disclose the contents thereof only to such other persons as authorized by the holder or in response to a valid subpoena of such materials issued by a New York state court, the United States Bankruptcy Court for the Southern District of New York, or the United States District Court for the Southern District of New York. The Future PI Trust shall provide the Future NAS PI Claimant or counsel for the Future NAS PI Claimant a copy of any such subpoena promptly upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) Future NAS PI Claimants, the Future PI Trust may instead first provide notice of the subpoena to counsel for the FCR and delay providing a copy of the subpoena to counsel for individual holders of Future NAS PI Claims until, in the Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the Future PI Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The Future PI Trust shall on its own initiative or upon request of the Future NAS PI Claimant in question take all necessary and appropriate steps to preserve said privileges before a New York state court, or the United States District Court for the Southern District of New York and before those courts having appellate jurisdiction related thereto.

(ii) Other Required Disclosures. Notwithstanding anything in the foregoing to the contrary, with the consent of the FCR, the Future PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Future PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, or as required in connection with a lien-resolution program or lien-resolution laws (including those relating to Medicare liens); provided, however, that the Future PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the Future PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Future PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality.

(c) Claimant Discovery Obligations. Nothing in the Future PI TDPs, the Plan, the Confirmation Order, or the other Future PI Trust Documents expands, limits or impairs the obligation under applicable law of a Future NAS PI Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the Future PI Trust for the purpose of obtaining compensation for opioid-related injuries from the Future PI Trust.

(d) Secure Destruction Upon Termination. As part of the process by which the Future PI Trust's activities are wound-down in connection with termination of the Future PI Trust, and once the Trustee has been determined that there is no legitimate reason to retain Future NAS PI Claims records submitted by Future NAS PI Claimants or Exchanged Information (as defined in the Future Trust Agreement), the Future PI Trust shall securely destroy all records containing personal information about Future NAS PI Claimants or other individuals identified in the claims records as well as personal information contained in the Exchanged Information; provided, however, that prior to the destruction of any executed Release Forms, upon the request of the Debtors, the Post-Emergence Entities, and/or the Purchaser Parent, and upon demonstration that appropriate confidentiality and HIPAA protections are in place, and at their respective expense, the Trustee shall provide to the Debtors, the Post-Emergence Entities, and/or the Purchaser Parent, as applicable, copies of all executed Release Forms. The destruction of the records shall comply with New York law and any applicable federal laws that may apply to the information contained within the records, such that any personal or individual-identifying information is rendered unreadable, undecipherable, and inaccessible. Following such destruction, the Trustee shall file a certification attesting to the Future PI Trust's compliance with this provision.

ARTICLE 7

[RESERVED]

ARTICLE 8

DISTRIBUTIONS FOR THE BENEFIT OF MINORS

8.1 Procedures Regarding Distributions to or for the Benefit of Minor Claimants. The following procedures apply to any Future NAS PI Claimant who is a minor under applicable law (a “**Minor Claimant**”) for so long as the Minor Claimant remains a minor under applicable law.

8.2 Actions by Proxy of Minor Claimant.

(a) A Minor Claimant’s custodial parent, his/her legal guardian under applicable law (a “**Guardian**”), or an adult providing custody and care to the minor (any of the foregoing acting on behalf of the Minor Claimant, the “**Proxy**”) is authorized to make submissions on behalf of the Minor Claimant under the Future NAS PI TDP, subject to Section 8.2(b) below, including executing and delivering a Release Form on behalf of the Minor Claimant.

(b) The Proxy shall be responsible for submitting, on behalf of such Minor Claimant, all required forms under the Future NAS PI TDP, the Plan, and the Confirmation Order, including the Claim Form and Release Form, as well as any evidence required by the Future PI Trust to support the Claim Form, and any other documentation required or requested pursuant to the Future NAS PI TDP.

(c) The Proxy is authorized to take, on behalf of a Minor Claimant, all actions under the Future NAS PI TDP that the Minor Claimant would be authorized to take if such Minor Claimant were an adult, other than receiving distributions from the Future PI Trust (unless so authorized by Section 8.6 below).

8.3 Establishing Proxy of a Minor Claimant.

(a) Any purported Proxy making a submission to the Future PI Trust on behalf of a Minor Claimant shall include along with such submission documentation of his/her authority to act on behalf of the Minor Claimant, consisting of the following:

(i) If the purported Proxy is the Guardian of the Minor Claimant, then the court order appointing that Proxy as Guardian, or other documents reasonably acceptable to the Future PI Trust as sufficient under applicable law to evidence the guardianship.

(ii) If the purported Proxy is the custodial parent of the Minor Claimant, then a sworn statement that such Proxy is the custodial parent of the Minor Claimant.

(iii) If the purported Proxy is neither the Guardian nor custodial parent of the Minor Claimant, then a statement under penalty of perjury by the purported Proxy

that he/she is providing custody and care to the Minor Claimant, stating for how long he/she has been providing such care and custody, explaining his/her relationship to the Minor Claimant and the circumstances around the provision of care and custody, as well as a statement and/or records from one or more of the following in support of his/her statement under penalty of perjury:

- (A) Minor Claimant's school;
- (B) Purported Proxy's landlord or property manager;
- (C) Minor Claimant's health provider;
- (D) Minor Claimant's child care provider;
- (E) Purported Proxy's placement agency;
- (F) Governmental social services agency;
- (G) Indian tribe officials; or
- (H) Purported Proxy's Employer.

(b) Whether the purported Proxy is a Guardian, custodial parent, or neither, the Future PI Trust may require additional corroborating evidence at his discretion, including in the event that instructions are received from more than one purported Proxy for the same Minor Claimant.

8.4 Distributions from the Future PI Trust to Minor Claimants.

(a) When the Future PI Trust has determined the final distributable amount on a Minor Claimant's claim, it will send notice of such final amount to the Minor Claimant's Proxy and counsel (if known). Such notice will include a letter inviting the Proxy to discuss how the distributable amount was determined, and the Future PI Trust will take reasonable steps to ensure that the Proxy understands how such amount was determined.

(b) Any distributions owing to a Minor Claimant that are ready for issuance by the Future PI Trust at a time when the Minor Claimant is still a minor under applicable law shall be (i) used to pay the individual attorneys' fees of the Minor Claimant pursuant to Section 8.5 below and (ii) with respect to the remainder, paid into an interest-bearing sub-fund of the Future PI Trust (the "**Minor Claimants Account**"), held there for the sole benefit of the Minor Claimant, and invested in a U.S. governmental money-market fund until such funds are distributed pursuant to Section 8.6 below or until the Minor Claimant becomes an adult under applicable law (the "**Adult Distribution Date**"), at which time the amount then held in such account (including interest earned) shall be paid directly to such Future NAS PI Claimant.

(c) Pending distributions for all Minor Claimants may be held in the same sub-fund.

8.5 Payments of attorneys' fees.

(a) Within a reasonable period following receipt of notice of the final distributable amount on a Minor Claimant's Future NAS PI Claim, and using forms to be provided on behalf of the Future PI Trust, the Minor Claimant's counsel shall submit to the Future PI Trust, with a copy to the Proxy, a request for payment of legal fees and expenses from the Minor Claimant's recovery.

(b) It is the Minor Claimant's attorney's duty to comply with all ethical and legal rules respecting such legal fees and expenses, and the Future PI Trust is permitted to rely upon such representation in issuing payments in respect of such fees and expenses.

(c) Absent objection from the Proxy with respect to such asserted fees and expenses, the Future PI Trust shall remit payment to the Minor Claimant's attorney in accordance with the latter's request.

8.6 Early Distributions.

(a) A Proxy who has established to the satisfaction of the Trust that they are the custodial parent or Guardian of the Minor Claimant may elect that the full net award to the Minor Claimant be released upon receipt by the Trust of a statement under penalty of perjury by the Proxy attesting to the following: (i) that the Proxy is financially responsible for the Minor Claimant's welfare, (ii) that all funds received by the Proxy on behalf of the Minor Claimant will be used for the direct benefit and welfare of the Minor Claimant, and (iii) that the Proxy has agreed to account for and demonstrate, if requested by a court of a law, government official or the Minor Claimant, that all funds received by the Proxy have been used for the direct benefit and welfare of the Minor Claimant, or the amount of such funds in the possession of the Proxy which have yet to be expended for such purpose. Additionally, the Proxy shall provide an executed Release Form on behalf of the Minor Claimant.

(b) The Future PI Trust shall have no duty to monitor the use of funds released pursuant to this article.

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**ENDO FUTURE NAS PI TDP EXHIBIT A
DRAFT**

**SAMPLE CLAIM FORM FOR
FUTURE NAS PI TRUST DISTRIBUTION PROCEDURES**

This proof of claim form (“**Claim Form**”) must be completed by each Future NAS PI Claimant seeking an Award from the Endo Future Opioid Personal Injury Trust (the “**Future PI Trust**”) on a Future NAS PI Claim.¹

FAILURE TO TIMELY SUBMIT THIS CLAIM FORM AS PROVIDED IN THE FUTURE NAS PI TDP MAY CAUSE THE FUTURE NAS PI CLAIM TO BE DEEMED DISALLOWED UNDER THE FUTURE NAS PI TDP.

Instructions:

If you represent the interests of a Future NAS PI Claimant and are seeking to recover money from the Future PI Trust on account of that Future NAS PI Claimant’s Future NAS PI Claim, you must complete this Claim Form and return it to Endo Future Opioid Personal Injury Trust, [ADDRESS]. If you do not complete the Claim Form, you will NOT qualify to receive funds on behalf of the Future NAS PI Claimant you represent.

If you believe that the Future NAS PI Claimant you represent holds multiple Future NAS PI Claims against the Debtors on account of multiple injuries, then fill out only one Claim Form. One Claim Form submitted for a Future NAS PI Claim shall be deemed to be a Claim Form in respect of that Future NAS PI Claim and also any Future NAS PI Claims against a Non-GUC Released Party associated with that Future NAS PI Claim.

If you represent the interests of more than one Future NAS PI Claimant, you must file a Claim Form on behalf of each individual Future NAS PI Claimant. YOU CANNOT FILE ONE CLAIM FORM ON BEHALF OF MULTIPLE FUTURE NAS PI CLAIMANTS.

Follow the instructions of each section carefully to ensure that your Claim Form is submitted correctly. Except as otherwise indicated, all words shall be given their ordinary, dictionary meaning. Submitting this Claim Form does not guarantee that you will receive payment from the Future PI Trust. Whether you will receive payment depends on whether you provide the required submissions, as set forth in the Future NAS PI TDP and whether your claim meets the eligibility requirements set forth in the Future NAS PI TDP.

Each Future NAS PI Claimant is responsible for satisfying any liens that health insurance companies, government entities (including Medicare and Medicaid), or any other third party may have against any Award that may be issued by the Future PI Trust. By submitting this Claim Form

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in the Endo Future Opioid Personal Injury NAS Trust Distribution Procedures (“**Future NAS PI TDP**”), the Plan, the Confirmation Order, or the Future PI Trust Documents.

and choosing to liquidate your Claim under the Future NAS PI TDP, you understand that the Future PI Trust may enter into a lien resolution program (“**LRP**”) and, if the Future NAS PI TDP does enter into a LRP, you are deemed to consent to the LRP and the Future PI Trust’s release of information provided in connection with your Future NAS PI Claim as required under the LRP to identify any liens that may be asserted against an Award based on the Future NAS PI Claim. If any liens are identified against your Award, the Future PI Trust may reduce your Award by the amount required to satisfy the lien(s).

Instructions for Submission: You may submit this completed Claim Form online at **[INSERT]**_____ or by mailing it to **[INSERT]**_____.

PART ONE: PERSONAL INFORMATION OF FUTURE NAS PI CLAIMANT AND HIS/HER REPRESENTATIVE

(All Claimants must complete this Part)

Section 1.A: Fill out the information for the Future NAS PI Claimant below:

Future NAS PI Claimant's Name:

Future NAS PI Claimant's Date of Birth:

Future NAS PI Claimant's Address:

Future NAS PI Claimant's Social Security Number:

Section 1.B: Fill out your own information below:

Your Name:

Your Date of Birth:

Your Address:

Your Social Security Number:

Your Phone Number:

State whether you are the natural parent, legal guardian, or other custodian of the Future NAS PI Claimant:

PART TWO:
MEDICAL PROVIDER INFORMATION

Section 2.A: This section concerns licensed medical providers who have diagnosed the Future NAS PI Claimant with any medical, physical, cognitive or emotional conditions resulting from his/her intrauterine exposure to opioids or opioid replacement or treatment medication(s). The diagnoses may include, but are not limited to, the condition known as neonatal abstinence syndrome ("NAS"). Fill out and provide the following information, if known:

Name of Licensed Medical Provider	Address	City	State	Zip	Date of Diagnosis

Section 2.B: Even if you do not know the information sought in Section 2.A., **please include with your submission of this Claim Form Competent Evidence that a licensed medical provider**

PART FOUR: SIGNATURE

Please fill out and sign this section to complete this Claim Form.

Future NAS PI Claimant's Name:

Future NAS PI Claimant's Email (if any):

Future NAS PI Claimant's Phone Number (if any):

Your Name:

Your Email:

Your Phone Number:

I am including the evidence requested in Part 2.B above in my submission of this form: _____.

I declare, under penalty of perjury, that the representations made and the information provided on this Claim Form are true, correct, and complete to the best of my knowledge.

Signature of Future NAS PI Claimant or individual acting on behalf of the Future NAS PI Claimant:

Print name: _____ Date: (mm/dd/yyyy) _____

ENDO FUTURE NAS PI TDP EXHIBIT B

**[SAMPLE]
HIPAA RELEASE FORM FOR
FUTURE NAS PI TRUST DISTRIBUTION PROCEDURES**

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name:

Date:

Date of Birth:

Soc. Sec. No.

1. The following individuals or organizations are authorized to disclose my protected health and insurance records to the parties specified below in section #4:

Note: Please list the names of your medical care providers and your health insurance providers that may have records relevant to the resolution of your Future NAS PI Claim.¹ If you are unsure of the exact legal name of your medical providers and health insurance providers, you can leave this blank, and we will complete it for you with the understanding that you authorize all relevant parties:

2. The type and amount of information to be used or discloses is as follows:

The entire protected medical and insurance record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies, for the following dates:

Note: List the date range for which the medical providers and insurance companies above may have records relevant to the resolution of your Future NAS PI Claim. If you are unsure of the exact dates, then leave this blank, and we will complete this section for you with the understanding that you authorize all relevant date ranges.

Dates of Services – From: _____ To: _____

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Endo Future NAS Personal Injury Trust Distribution Procedures (“**Future NAS PI TDP**”) the Plan, the Confirmation Order, or the Future PI Trust Documents.

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, as well as treatment for alcohol and drug abuse.
4. The health and insurance information may be disclosed to and used by the following individual and/or organization:
 - a. Endo Opioid Personal Injury Trust; Endo NAS Personal Injury Trust; Endo Future Personal Injury Trust;
 - b. Edgar C. Gentle, III., of Gentle, Turner & Benson, LLC, as the Trustee and Claims Administrator of the Endo Personal Injury Trusts listed above in 4.a.; and
 - c. MASSIVE: Medical and Subrogation Specialists or such other firm engaged by the Endo Future Person Injury Trust to perform such tasks.
5. I understand I have the right to revoke this authorization at any time. I understand 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 10 years after the date that I sign it.
6. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization and forego a recovery under the Endo Future NAS Personal Injury Trust Distribution Procedures. I understand that no organization may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 1634.524. I understand 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 or HIPAA. If I have questions about disclosure of my health information, I can contact the parties listed above in section #4.

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

ENDO FUTURE NAS PI TDP EXHIBIT C

[SAMPLE]
**HEIRSHIP DECLARATION FOR
ENDO FUTURE NAS PI TRUST DISTRIBUTION PROCEDURES**

SWORN DECLARATION AND RELEASE	
<p>Any holder of a Future Opioid Personal Injury or Future NAS Personal Injury Claim (a “Future PI Claimant”) regarding the opioid-related death of another person (the “Decedent”), or because of the death of the Decedent before the Future PI Claim is paid, is required to complete this declaration if the Future PI Claimant has not been named as the executor/administrator of the Decedent’s estate by a probate court. Moreover, the Future PI Claimant must also provide notice to any other beneficiary who may be entitled to receive a portion of any distribution from the Endo Future Personal Injury Trust (the “Future PI Trust”) to ensure that all potential beneficiaries have received fair and proper notice of this distribution.</p>	

I. Decedent Information			
Name:	First Name	Middle Initial	Last Name
Social Security Number:		Date of Death:	
Residence/Legal Domicile Address at Time of Death	Street		
	City	State	Zip Code

II. Future PI Claimant Information			
Your Name	First Name	Middle Initial	Last Name
Your Social Security Number			
Your Address	Street		
	City	State	Zip Code
Your Relationship to Decedent			

III. Authority to Receive a Distribution	
<p>I, _____, a Future PI Claimant, have authority to act on behalf of Decedent for one of the following reasons (please select <i>one</i> and provide the applicable documentation):</p>	
<input type="checkbox"/>	<p>Decedent Executed a Valid Will Naming Future PI Claimant as the Executor/Administrator</p>
<p>List here and attach copies of all document(s) evidencing a valid Last Will and Testament executed by Decedent naming Future PI Claimant as Executor/Administrator:</p>	<p>1. Last Will and Testament of _____, dated _____.</p> <p>2. _____</p>

	3. _____
III. Authority to Receive a Distribution (continued)	
___	Decedent Executed a Valid Testamentary Trust Naming Future PI Claimant as the Trustee
List here and attach copies of all document(s) evidencing a valid Testamentary Trust executed by Decedent naming Future PI Claimant as Trustee:	1. Testamentary Trust executed by _____, dated _____. 2. _____ 3. _____
___	Decedent Did Not Execute a Valid Testamentary Document (did not have an executed Will or Trust)
List here the intestate statute(s) of the Residence/Legal Domicile at Time of Death of the Decedent and attach a copy of the full language of the statute(s):	1. A copy of the intestate statute(s) of the state or domicile of the Deceased Claimant at the time of his or her death. 2. _____ 3. _____

IV. Notice to Heirs and Beneficiaries of Decedent			
(Attach additional sheets if needed)			
Use the space below to identify the name and address of all persons who may have a legal right to share in any payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the Future PI Trust, or the reason they cannot be notified.			
	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
2.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____

IV. Notice to Heirs and Beneficiaries of Decedent (continued)			
	Name:	Information:	
3.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
4.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
5.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
6.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
7.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
V. Future PI Claimant Certification – Sworn Declaration			

This Sworn Declaration is an official document for submission to the Future PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:

- A. I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the Future PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.
- B. I will abide by all substantive laws of the Decedent's last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- C. If Decedent executed a valid Will naming Future PI Claimant as the Executor/Administrator:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. The copy of the Last Will and Testament provided by me is the Last Will and Testament of the Decedent.
 - c. I will notify the Future PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- D. If Decedent executed a valid Testamentary Trust naming Future PI Claimant as the trustee:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. No one else has been appointed the trustee or other position with the authority to act on behalf of the Decedent and his or her estate.
 - c. The copy of the Testamentary Trust provided by me is the currently valid Testamentary Trust of the Decedent.
 - d. I will notify the Future PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- E. If the Decedent did not execute a valid testamentary document:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. There is no known Last Will and Testament of the Decedent and no application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator.
 - c. I will notify the Future PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- F. No application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator of the Decedent's estate.
- G. I am not aware of any objections to my appointment and service as the Future PI Claimant on behalf of the Decedent and his or her estate, heirs, and beneficiaries.
- H. No person notified under Section IV objects to my serving as the Future PI Claimant and taking such steps as required by the Future PI TDP to resolve all claims related to the Decedent's prescription and/or use of opioids. The persons named in Section IV are all of the persons who may have a legal right to share in any payment issued in respect of the injuries of the Decedent.

V. Future PI Claimant Certification – Sworn Declaration (Continued)

- I. I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of any payment from the Future PI Trust to the appropriate heirs or other beneficiaries and any other

parties with any right to receive any portion of any payments.

- J. In accordance with item I. above, I understand that I am responsible for locating and paying all heirs their proportionate share of any distribution based on the applicable Will, Trust or Intestate Statute.
 - 1.
- K. I will indemnify, defend and hold harmless the Future PI Trust, its agents and representatives, and any law firm(s) representing me from any and all claims, demands, or expenses of any kind arising out of distributions from the Future PI Trust.
- L. I understand that, by signing this Sworn Declaration, the sole remedy for any beneficiary that contests the allocation of the distribution from this case is to pursue me directly.

The information I have provided in this Declaration is true and correct. I understand that the Future PI Trust, the Bankruptcy Court for the Southern District of New York and any law firm(s) representing me will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

I, the undersigned, declare the above as true and correct under penalty of perjury:

Signature:		Date:	
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ENDO FUTURE NAS PI TDP EXHIBIT D

FUTURE NAS PI CLAIMANT RELEASE FORM¹

(FOR USE BY HOLDERS OF FUTURE OPIOID PI CLAIMS AND FUTURE NAS PI CLAIMS)

You are strongly encouraged to review the [*Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “Plan”), the [*Order Confirming Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “Confirmation Order”), and the trust distribution procedures that may be relevant to your potential Future PI Claim before you execute and submit this Release Form. You may want to seek legal advice concerning the terms and conditions of the Future PI Trust, but you are not required to do so.

If you elect to participate in the Future PI Trust by submitting an executed Release Form in exchange for the ability to receive a distribution of the Future Opioid Trust Consideration (as defined in the Future PI Trust Agreement), you will be granting the releases contained herein (the “Releases”). If you choose to grant the Releases, you will be releasing, with certain exceptions described below, any “Released Claims” that you may have against the “Non-GUC Released Parties” including any and all claims related in any way to any of the Debtors, the Debtors’ estates, the Debtors’ business or the Chapter 11 Cases, including claims related to Endo’s Opioid Products. The “Non-GUC Released Parties” include, among others: (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and each Prepetition Secured Party, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) with respect to each of the foregoing Persons listed in clauses (a) through (l), such Persons’ predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates (except, in the case of Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners LLC, to the extent that Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners LLC do not have the authority to bind an Affiliate), respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (n) with respect to each of the foregoing Persons listed in clauses (a) through (m), such Persons’ current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. For the avoidance of doubt, agreeing to the Releases will not release any claims you may have against any Excluded Party, including, among others, the McKinsey Parties, the Arnold & Porter Parties, or any of the opioid distributors, manufacturers (other than the

¹ The definitions for capitalized words used but not defined in this Release Form may be found at the website maintained by the Future PI Trust: []. Such terms shall be consistent with the Plan and the Confirmation Order.

Debtors) or pharmacies that have been frequently named as defendants in any of the nationwide opioid litigation.

Importantly, if you grant the Releases, your only source of recovery on account of any Future PI Claims that you hold shall be to the Future PI Trust, and you will have no right to continue to assert your Future PI Claim against any Non-GUC Released Party.

If you choose not to grant the Releases, you will not be eligible for a distribution from the Future PI Trust, all Future PI Claims that you hold against the Debtors and the Post-Emergence Entities shall be subject to the Channeling Injunction, and you will have no right to continue to assert your Future PI Claim against the Debtors or the Post-Emergence Entities. The effects of the Channeling Injunction are described in further detail below.

IF YOU ELECT TO GRANT THE RELEASES, PLEASE COMPLETE, SIGN, DATE AND TRANSMIT THIS RELEASE FORM PURSUANT TO THE INSTRUCTIONS BELOW TO THE FUTURE PI TRUST

PLEASE SUBMIT YOUR RELEASE FORM BY ONE OF THE FOLLOWING METHODS. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF YOURSELF AND OF ANOTHER PERSON ASSERTING A CLAIM, THEN EACH PERSON ASSERTING A CLAIM MUST SUBMIT SEPARATE RELEASE FORMS. YOU MUST SUBMIT A RELEASE FORM FOR EACH CLAIM YOU ARE ASSERTING.

To Execute and Submit Your Release Form Online

To submit your Release Form using the online portal for the Future PI Trust, visit:

For Future NAS PI Claims: [LINK].

For Future Opioid PI Claims: [LINK].

The E-Release Form is the only way to submit a Release Form online. Release Forms submitted by fax or email will not be valid. Any Release Form submitted through the E-Release Form will be deemed to be immediately legally valid and effective.

Future PI Claimants who submit a Release Form online should **NOT** also submit a Release Form through the mail.

To Submit Your Executed Release Form Through the Mail

To submit your Release Form through the mail, complete Items 1 and 2 below and submit your Release Form by first-class mail, hand delivery, or overnight courier to:

[MAILING ADDRESS]

Item 1. Type of Future PI Claim. Please select the one category below that best describes the Future PI Claim for which you are filling out this Release Form.

CHECK ONE BOX ONLY

- Future NAS PI Claim:** This category means any and all Claims held by natural persons who (a) were diagnosed by a licensed medical provider with a medical, physical, cognitive, or emotional condition resulting from such natural person's intrauterine exposure to opioids or opioid replacement or treatment medication; and (b) are born after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, but before the date that is the later of (i) 10 months after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date; and (ii) the Effective Date.

—or—

- Future Opioid PI Claim:** This category means any and all Claims held by a natural person (a) resulting from an injury to such natural person identified on the Claim Form; (b) arising from such natural person's own use of a Qualifying Opioid,¹ or arising from the use by a decedent of a Qualifying Opioid, in each case, prior to January 1, 2019; and (c) whose first injury resulting from such use manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date. For the avoidance of doubt, (i) any Claims involving opioid use where the first use of a Qualifying Opioid was on January 1, 2019, or later are not Future Opioid PI Claims and (ii) Future NAS PI Claims are not included in this category.

**THE FUTURE PI TRUST REQUIRES EXECUTION OF THE FOLLOWING RELEASE BY
FUTURE PI CLAIMANTS AS A CONDITION TO RECEIVING A DISTRIBUTION FROM THE
FUTURE PI TRUST.**

¹ Qualifying Opioids include the following branded opioid products: ABSTRAL®; BELBUCA®; CHERATUSSIN® AC; DARVON-N®; DEPODUR®; ENDOCET®; ENDODAN®; IBUDONE®; METADOL®; MEPERITAB®; METADOL-D®; NUBAIN®; NUCYNTA®; OPANA®; OPANA® ER; PERCOCET®; PERCODAN®; TRIDURAL®; STATEX®; VI-G-TUSS®; and ZYDONE®. Qualifying Opioids also includes generic opioid products manufactured, marketed and/or sold by the Debtors, including but not limited to any of the following Debtors: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Par Sterile Products, Qualitest Pharmaceuticals and Vintage Pharmaceuticals. A more complete list of Qualifying Opioids, including a list of the currently known National Drug Codes associated with generic Qualifying Opioids, can be located here: [LINK].

Releases By Future PI Claimants

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Non-GUC Released Parties (defined below), but not the Excluded Parties (defined below), shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Future PI Claimant who submits this Release notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable, or equivalent thereto (which shall conclusively be deemed waived) from the following (collectively, the “Released Claims”):

any and all Claims and Causes of Action arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors’ business, or the Chapter 11 Cases or related foreign recognition proceedings, including, without limitation, any and every Cause of Action, including any and every Claim and action, class action, cross-claim, counterclaim, third-party Claim, controversy, dispute, demand, right, lien, indemnity, contribution, right of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license, or franchise, in each case, of any kind, character, or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, Secured or unsecured, Allowed, Disallowed, or Disputed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam, or otherwise, whether arising before, on, or after the Petition Date, whether arising under federal statutory law, state statutory law, common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, in contract or in tort, at law, in equity, or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance (other than any Specified Avoidance Action), willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising, including, for the avoidance of doubt, (a) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable; (b) any right of setoff, counterclaim, or recoupment, and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity; (c) the right to object to or otherwise contest Claims or Interests; (d) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress and usury, and any other defense set forth in section 558 of the Bankruptcy Code; and (f) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory (other than any Specified Avoidance Action) arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors’ business, the Chapter 11 Cases, or foreign recognition proceedings relating to the Chapter 11 Cases, including, without limitation, any and all Claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part:

- (i) Opioids, Opioid Products, Canadian Opioid Products, and Opioid-Related Activities;
- (ii) the Debtors’ use of Cash in accordance with the Cash Collateral Order;
- (iii) any Avoidance Actions that are not Specified Avoidance Actions (for the avoidance of doubt, Specified Avoidance Actions shall not be Released Claims);
- (iv) the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Sale Process, the Bidding Procedures Order, the Plan, the Plan Transaction, the Plan

Documents, the Transaction Steps Order, the Plan Settlements, the Trusts, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution Documents, the Exit Financing Documents, the Rights Offering Documents, the RSA, the Restructuring Transactions, the India Internal Reorganization, the Scheme, the Scheme Circular, and any contract, instrument, release, or any other similar document or agreement entered into in connection with the foregoing or any transactions or other actions or omissions contemplated thereby;

(v) the administration and implementation of the Plan and Confirmation Order, including the Restructuring Transactions, the Exit Financing, the Rights Offerings and the Backstop Commitment Agreements, the Plan Transaction, and the Plan Settlements, the issuance or Distribution of equity and/or debt securities and/or indebtedness in connection herewith or therewith, and any other transactions, actions, omissions, or documents contemplated hereby or thereby;

(vi) the establishment and funding of the Trusts, the implementation of the Plan Settlements, and any other actions taken in connection therewith or contemplated thereby; and

(vii) any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing.

For the avoidance of doubt, “Released Claims” shall not include any (1) Claims or Causes of Action against any Excluded Party, or, solely with respect to the GUC Releasing Parties, any GUC Excluded Party; or (2) GUC Trust Litigation Claims.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or waive (i) any post-Effective Date obligations of any party or Entity (as such term is defined in the Bankruptcy Code) under the Plan, the Confirmation Order, the PSA, the Future PI Trust Documents, or any document, instrument, or agreement executed to implement the Plan, the Confirmation Order, or the FCR Resolution; and (ii) any Other General Unsecured Claim against the Debtors. For the avoidance of doubt, and notwithstanding anything to the contrary that may be construed from any of the previous paragraphs or elsewhere in this Release Form, (a) the rights of any Future PI Claimant with respect to any Other General Unsecured Claim (as opposed to Future PI Claims) it has or believes it has against the Debtors shall be governed by the terms of the UCC Resolution Term Sheet and the GUC Trust Documents.

The parties granting this Release expressly waive and relinquish any and all provisions, rights and benefits conferred by any law of the United States or of any state, territory or tribe of the United States or any other jurisdiction, or by any principle of common law that is similar, comparable or equivalent to California Civil Code § 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Effect of Channeling Injunction

From and after the Effective Date, pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Future PI Claims shall be (x) deemed to release any Future PI Claims held by such Persons against the Debtors and the Post-Emergence Entities; and (y) permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Future PI Claims, including:

- i commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, action, or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Future PI Claims, against or affecting any of the Debtors or the Post-Emergence Entities, as applicable, or any property or interests in property of any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Future PI Claims;
- ii enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree, or other order against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Future PI Claims;
- iii creating, perfecting, or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any of the Debtors or the Post-Emergence Entities, as applicable, or the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to any Future PI Claims;
- iv asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any of the Debtors or Post-Emergence Entities, as applicable, or against the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to Future PI Claims; and
- v taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan, the Confirmation Order, or any Plan Document (including, for the avoidance of doubt, any Trust Document) with respect to any Future PI Claims.

Notwithstanding anything to the contrary herein or in the Plan or Confirmation Order, the Channeling Injunction shall not stay, restrain, bar, or enjoin:

- i the rights of holders of Future PI Claims to the treatment afforded to them under the Plan, the Confirmation Order, and the Plan Documents, including the rights of holders of Future PI Claims to assert such Future PI Claims solely in accordance with the Plan, the Confirmation Order, and the Trust Documents;
- ii the rights of Persons to assert any Claim, debt, litigation, or liability for payment of Trust Operating Expenses against the applicable Trust;

- iii the rights of any Person to assert any Claim, Cause of Action, debt, or litigation against any Excluded Party;
- iv the rights of the GUC Trust to assert any GUC Trust Litigation Claims against any GUC Excluded Party, subject to the Covenant Not To Collect;
- v the rights of the GUC Trust to pursue and enforce any GUC Trust Litigation Claims, including the GUC Trust Insurance Rights;
- vi the Distribution Sub-Trusts from enforcing their respective rights against the GUC Trust under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the GUC Trust Documents;
- vii the PPOC Trust from enforcing its rights against the Purchaser Entities under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the PPOC Trust Documents;
- viii the PPOC Sub-Trusts from enforcing their respective rights against the PPOC Trust under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the PPOC Trust Documents; or
- ix the Future PI Trust from enforcing its rights against the Purchaser Entities under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the Future PI Trust Documents.

There can be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction, and nothing in the Plan, the Confirmation Order, or any Plan Document (including, for the avoidance of doubt, any Trust Document) shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

Item 2. Release Form Acknowledgments. By signing this Release Form, the undersigned certifies that (i) as of the date of completion of this Release Form, it has completed and submitted a Claim Form; (ii) it is the holder of the Future PI Claim identified above in Item 1 or it has full power and authority to act on behalf of the holder of the Future PI Claim identified above in Item 1; and (iii) it elects to grant the Releases.

Name of Claimant _____

Signature _____

Title (if applicable) _____

Name of Institution _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Date Completed _____

Exhibit 3-D

Future Mesh Trust Distribution Procedures

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO TRUST DISTRIBUTION PROCEDURES FOR FUTURE MESH CLAIMS¹

These Endo Trust Distribution Procedures for Future Mesh Claims (“**Future Mesh TDP**”) provide for resolving all Future Mesh Claims², as contemplated by the [*Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “**Plan**”) and the [*Order Confirming Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “**Confirmation Order**”), and as provided in the Endo Future Personal Injury Trust Agreement (“**Future Trust Agreement**”). The Plan, the Confirmation Order, and the Future Trust Agreement establish the Endo Future Personal Injury Trust (“**Future PI Trust**”). The trustee of the Future PI Trust (“**Trustee**”) shall implement and administer these Future Mesh TDP in accordance with the Future PI Trust Documents. Holders of Future Mesh Claims are referred to herein as “**Future Mesh Claimants**.”³

¹ These Endo Trust Distribution Procedures for Future Mesh Claims are subject to change to conform to the trust distribution procedures for present mesh claims.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan, the Confirmation Order or the Future Trust Agreement, as applicable.

³ The term “**Future Mesh Claim**” means any and all Claims against the Debtors held by individuals (a) who have had a transvaginal mesh Product manufactured by any of the Debtors, the Non-Debtor Affiliates, any of their respective current and former Affiliates, or any of their respective predecessors implanted in such individual before the Petition Date; and (b) whose first injury from such implantation manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date (as supported by (x) a sworn statement by each such individual, or, if deceased or lacking legal capacity, by such individual’s authorized legal representative, regarding the same and (y) proof of such implantation). The term “**Future Mesh Claimant**” means a person holding a Future Mesh Claim. For the avoidance of doubt, any party who has filed a proof of claim (or who has had a proof of claim filed on their behalf) in the Chapter 11 Cases or who has had a transvaginal mesh product sold, manufactured or marketed by any of the Debtors, the Non-Debtor Affiliates, or any of their respective predecessors implanted into them before the Petition Date and whose first injury from such implantation manifested before the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, is not a Future Mesh Claimant. Any claimants who do not timely deliver an executed Release Form are not eligible to participate in distributions from the Future PI Trust.

ARTICLE 1

INTRODUCTION

1.1 Purpose of the Future Mesh TDP. The goal of the Future PI Trust is to treat all future mesh claims equitably and in accordance with the requirements of the Plan, the Confirmation Order, the Future PI Trust Documents and the Bankruptcy Code. This Future Mesh PI TDP furthers that goal by setting forth objective, efficient, and fair procedures for processing and paying Future Mesh Claims.

1.2 Funding of the Trust. The Future PI Trust shall be funded in accordance with the Plan, the Confirmation Order, and the Future PI Trust Documents.

1.3 Interpretation. Except as may otherwise be provided below, nothing in this Future Mesh TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of Future Mesh Claims shall vest in such holders as of the Effective Date.

ARTICLE 2

FUTURE MESH TDP ADMINISTRATION

2.1 Claims Processor and Other Agents. Nothing in this Future Mesh TDP shall preclude the Future PI Trust from contracting with a third party to provide claims-processing, claims-audit, or other services to the Future PI Trust so long as decisions about the resolution of Future Mesh Claims are based on the relevant provisions of this Future Mesh TDP, including the evidentiary criteria set forth herein (which shall, in all events, require the delivery of an executed Release Form (**Exhibit D** hereto)). In accordance with the Future Trust Agreement, the Trustee may retain additional professionals, agents, and consultants to assist in carrying out the duties of the Future PI Trust.

2.2 Future Claimants' Representative. Pursuant to the Plan, the Confirmation Order, and the Future Trust Documents, the Trustee shall administer the Future PI Trust and this Future Mesh TDP in consultation with the Future Claimants' Representative (the "**FCR**"). The duties of the FCR with respect to the Future PI Trust are set forth in the Future Trust Agreement. The Trustee shall obtain the reasonable consent of the FCR and the Purchaser Parent on any amendments to this Future Mesh TDP and on such other matters as are otherwise required below and in the Future Trust Agreement (provided, for the avoidance of doubt, that no amendments to this Future Mesh TDP or any other document shall impair, modify or otherwise affect the efficacy, enforceability, scope or terms of the Release Form or Release (as defined herein)). The initial Trustee and FCR are identified in the Future Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice, which may be provided via email, to the FCR of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment or take such action unless and until the applicable parties have engaged in the Consultation Process or the Consent Process described in the Future Trust Agreement.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 Future Mesh Claims Liquidation Procedures.

(a) Claims Materials. The claims materials will include a trust claim form substantially in the form of **Exhibit A ("Claim Form")**, which shall require a certification signed by the claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed Future Mesh Claim. Additionally, the claims materials

shall include (i) a HIPAA release form (“**HIPAA Release**”), substantially in the form of **Exhibit B**, (ii) an heirship declaration(s) (“**Heirship Declaration**”), substantially in the form of **Exhibit C**, which must be provided by any person seeking a Distribution from the Future PI Trust in the capacity of an heir when an Executor, Administrator, or Personal Representative of the Deceased Person’s Estate has not been appointed by a Court, or, if an Executor, Administrator, or Personal Representative has been appointed by a Court, then the Court Order appointing such person, and (iii) a Release Form in the form of **Exhibit D**, including the release of the Non-GUC Released Parties (as defined in the Plan) and an assignment of rights, if any, to pursue applicable insurance recoveries on account of the Future Mesh Claim, if Allowed (the “**Release**”). The claims materials may be amended by the Trustee with the consent of the FCR, so long as any such amendment is consistent with the terms of the Future PI Trust Agreement, the Plan, and the Confirmation Order, and does not effect a change to the evidentiary criteria set forth in section 5.1 below and does not impair, modify or otherwise affect the enforceability, efficacy, scope or terms of the Release Form or the Release; provided that no holder of a Future Mesh Claim who completed the claims materials in accordance with the then-applicable procedures shall be prejudiced by any amendment to the claims materials made after the date such holder of a Future Mesh Claim submitted claims materials.

(b) **Determination of Compensability.** The Future PI Trust will receive, process, and resolve Future Mesh Claims in accordance with this Future Mesh TDP and determine whether they are Allowed and therefore eligible to receive payment from the Future PI Trust, or Disallowed and therefore not eligible for payment from the Future PI Trust (“**Disallowed Claims**”). An “**Allowed Future Mesh Claim**” is a Future Mesh Claim that provides credible evidence that satisfies (as determined by the Future PI Trust) the evidentiary criteria set forth below, including the delivery

of an executed Release Form, and is otherwise eligible for an offer of payment in accordance with this Future Mesh TDP.

(c) **Treatment of Disallowed Claims.** The Future PI Trust will not pay Awards (as defined below) to Disallowed Claims.

(i) Because the Future PI Trust will have limited funds, economic damages are not compensable. This Future Mesh TDP compensates only general pain and suffering. Nonetheless, all Future Mesh Claims are released, including both economic and non-economic or general damages. In no circumstance shall the Future PI Trust assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs).

(ii) The adjudication of a Future Mesh Claim under the liquidation procedures of this Future Mesh TDP shall be deemed to be an adjudication of that Future Mesh Claim and any Future Mesh Claims of the Future Mesh Claimant or successor or related subsequent wrongful death claim against any of the Debtors or related entities or any other Non-GUC Released Party regarding the same injuries that are the subject of its Future Mesh Claim. Any Distribution from the Future PI Trust of an Award under the liquidation procedures of this Future Mesh TDP in respect of such Future Mesh Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of all of such holder's Future Mesh Claims against the Non-GUC Released Parties (which includes the Debtors and Post-Emergence Entities). For clarity, such Distribution under this Future Mesh TDP does not waive or release any related claims a Future Mesh Claimant may have against other entities not a Non-GUC Released Party.

(iii) No Claim submitted by a co-defendant of the Debtors will be deemed compensable by the Future PI Trust, and such claims shall not constitute Future Mesh Claims.

(iv) For the avoidance of doubt, if a claimant wants to have the Claim reviewed by the Trustee, whether or not the claim is ultimately Allowed, the claimant must execute and deliver the Release Form *prior to or at the same time as submission* of their claim pursuant to this Future Mesh TDP. In the event the Claim is ultimately Disallowed, the enforceability, scope of the releases and injunctions granted or issued pursuant to the Plan, the Confirmation Order, or the Release Form shall remain effective. The Release Form and Release are irrevocable. The consideration for the Release is the right to participate in distributions from the Future PI Trust, but such right does not guarantee the Future Mesh Claim will be Allowed. Future Mesh Claims submitted without an executed Release Form are deficient and if the failure to submit an executed Release Form is not timely cured as set forth below, the corresponding Future Mesh Claim will be Disallowed. For the avoidance of doubt, any such Claim that is Disallowed shall be discharged and released in full, as set forth in the Plan.

(d) **Determination of Awards.** Award payments to holders of Allowed Future Mesh Claims shall be (i) in the event award payments established by the GUC Trust (or the applicable sub-trust thereof), or, solely with respect to Foreign Claimants, the EFBD Claims Trust, for compensable claims submitted by similarly situated present transvaginal mesh personal injury claimants are made in cash, no greater in amount than the award amount, net of the relevant trust's administrative expenses, if appropriate, offered by the GUC Trust (or a sub-trust thereof), or, solely with respect to Foreign Claimants, the EFBD Claims Trust, to each similarly situated present

transvaginal mesh personal injury claimant in respect of a compensable claim, or (ii) in the event such award payments offered by the GUC Trust (or a sub-trust thereof) or, solely with respect to Foreign Claimants, the EFBD Claims Trust, for compensable claims submitted by similarly situated present transvaginal mesh personal injury claimants are in part or in whole in a form of contingent consideration, the Purchaser Parent and the FCR agree that they will negotiate in good faith to establish an agreed upon risk-adjusted fixed amount for the contingent portion of the award payments to Future Mesh Claimants that approximate the contingent portion of the award payments offered by the GUC Trust (or a sub-trust thereof) or, solely with respect to Foreign Claimants, the EFBD Claims Trust, to each similarly situated present transvaginal mesh personal injury claimant in respect of a compensable claim, and if the Purchaser Parent and the FCR cannot agree on such award amount for Future Mesh Claimants, the Purchaser Parent and the FCR agree that Hon. Shelley C. Chapman (Ret.) (or, if unavailable, another mutually agreed upon mediator) shall determine the amount (the “**Maximum Amount**”).

ARTICLE 4

PROCESSING AND RESOLUTION OF FUTURE MESH CLAIMS

BY THE FUTURE PI TRUST

4.1 Processing of Future Mesh Claims.

(a) As soon as possible after the establishment of the Future PI Trust, the Trustee shall proceed to have the Future PI Trust receive, review, and liquidate all Future Mesh Claims. Future Mesh Claims shall be processed based on their place in the FIFO Processing Queue (as defined below) and paid based on their place in the FIFO Payment Queue (as defined below).

(b) To process Future Mesh Claims under this Future Mesh TDP, the Future PI Trust has the discretion to request additional documentation beyond that required by this Future Mesh

TDP that is believed to be in the possession of the Future Mesh Claimant or his or her authorized agent or lawyer.

(c) The Future PI Trust will use appropriate accounting internal controls, technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate Future Mesh Claims.

(d) The Future PI Trust may investigate any Future Mesh Claim and may request information from any Future Mesh Claimant to ensure compliance with the terms outlined in this Future Mesh TDP. The Future PI Trust may request a Future Mesh Claimant to execute a HIPAA Release to enable the Future PI Trust to directly obtain the Future Mesh Claimant's or Decedent's medical records for evaluation in accordance with this Future Mesh TDP.

(e) The Trustee has the sole discretion, subject to the appeal process set forth herein, to determine if a Future Mesh Claim is Disallowed or to reduce or eliminate Awards on Future Mesh Claims being liquidated hereunder where the Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under this Future Mesh TDP or by the Future PI Trust to resolve a Future Mesh Claim. For the avoidance of doubt, a Future Mesh Claim submitted to the Future PI Trust with respect to which the holder thereof did not execute and deliver a Release Form shall be Disallowed.

4.2 General Criteria for Allowed Future Mesh Claims. To establish an Allowed Future Mesh Claim in accordance with this Future Mesh TDP, a Future Mesh Claimant must satisfy all of the following criteria:

(a) Demonstrate (as supported by a sworn statement by such natural person, or, if deceased or lacking legal capacity, by such natural person's authorized legal representative, regarding the same) that the Future Mesh Claimant's injury resulting from implantation of a transvaginal mesh product first manifested after the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date⁴;

(b) Complete and sign the Claim Form, checking at least one injury box, sign and submit the Claim Form;

(c) Demonstrate implantation of a transvaginal mesh product manufactured by any of the Debtors, the Non-Debtor Affiliates, any of their respective current and former Affiliates, or any of their respective predecessors prior to the Petition Date;

(d) Complete, sign and submit the HIPAA release form(s);

(e) If the Future Mesh Claim concerns the injuries of a Decedent, execute and submit an Heirship Declaration; and

(f) Execute and submit the Release Form at the time the Claim Form is submitted. Deficiencies in submitting executed Release Forms will be allowed a reasonable period, not to exceed 15 days, to be cured before the related Future Mesh Claim is Disallowed. No Future Mesh Claim will be reviewed by the Trustee until the corresponding Release Form is executed and delivered.

4.3 Pro Rata Payment. Amounts paid to Allowed Mesh PI Claims ("Awards") will be based on a simple pro rata share of the proceeds held and to be received by the Future PI Trust and on an estimation of the total number of Allowed Mesh Claims to be submitted over the life of

⁴ Claims filed in response to the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date set by the Court, or that should or could have been filed in response to the General Bar Date or, solely with respect to Foreign Claimants, the Extended Foreign Bar Date, are not eligible for payment under this Future Mesh TDP and shall be Disallowed.

the Future PI Trust, not to exceed the Maximum Amount. Disallowed Claims (whether because a deficiency is not timely cured, because no evidence of implantation of a transvaginal mesh product manufactured by the Debtors, the Non-Debtor Affiliates, any of their respective current and former Affiliates, or any of their respective predecessors was produced or for any other reason) will not receive Awards and therefore will not impact calculation of pro rata payments, though the Release granted in connection with such Disallowed Claim shall be unaffected and shall remain in full force and effect. However, notwithstanding the foregoing, unless otherwise ordered by the Bankruptcy Court, where the Future Mesh Claimant is deceased or incompetent, and the discharge and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant's representative, an offer made by the Future PI Trust on the claim shall remain open so long as proceedings before that applicable court or in that probate process remain pending, provided that the Future PI Trust has been furnished with evidence that or reasonably believes that the settlement offer has been submitted to such court or in the probate process for approval and provided that such claimant has executed and delivered a Release Form. If the offer is ultimately approved by the applicable court or through the probate process and accepted by the claimant's representative, the Future PI Trust shall pay the claim in the amount so offered.

4.4 Order of Payments.

(a) Establishment of Initial Distribution Amount. With the consent of the FCR, the Trustee will establish a claim amount, up to the Maximum Amount (the “**Initial Distribution Amount**”) and, if appropriate, the protocol for staggering payments, making payments in installments, and the timing of payments for Allowed Future Mesh Claims as soon as possible following 90 days after the Effective Date. Payments will be issued on a rolling basis to Allowed

Future Mesh Claims on a first in, first out (“**FIFO**”) basis based upon the date the Future PI Trust determines each Future Mesh Claim is Allowed. All payments will be subject to the Maximum Amount. Future Mesh Claims with earlier positions in the FIFO queue are more likely to receive payment up to the Initial Distribution Amount sooner than Future Mesh Claims assigned later positions in the FIFO queue.

(b) In the event claims are paid less than the Maximum Amount, the amount representing the difference between the amount paid and the Maximum Amount will be deemed paid and held in reserve (“**Payments in Reserve**”) to either be used to pay Future Mesh Claims or to make additional payments to claimants not receiving the Maximum Amount until they receive the Maximum Amount. Payments in Reserve will be deemed distributed by the Future PI Trust for the purposes of calculating the Purchaser Parent’s reversionary interest. For the avoidance of doubt, no reversionary interest shall be paid to the Purchaser Parent to the extent the Maximum Amount is not paid for every Allowed Future Mesh Claim.

(c) **Establishment of the FIFO Processing and Payment Queues.**

(i) The Future PI Trust shall order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”).

(ii) The claimant’s position in the FIFO Processing Queue shall be determined by the date the claim is filed with the Future PI Trust. If any claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the injury for which the claim was filed, with claimants with earlier diagnoses given priority over claimants with later diagnoses. If any claims are filed and diagnosed on the same date, the

claimant's position in the FIFO Processing Queue shall be determined by the claimant's date of birth, with older claimants given priority over younger claimants.

(iii) Allowed Future Mesh Claims shall be paid in FIFO order based on the date such claim becomes an Allowed Future Mesh Claim (the "**FIFO Payment Queue**"). The Future PI Trust may issue payments in installments.

(iv) Unless otherwise ordered by the Bankruptcy Court, where the Future Mesh Claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant's representative, an offer made by the Future PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the Future PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. The amount of the offer will be added to the Payments in Reserve until paid to the claimant. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant's representative, the Future PI Trust shall pay the claim in the amount so offered, based upon the Initial Distribution Amount in effect at the time the offer was first made.

(v) Where the Future Mesh Claimant is not deceased or incompetent, the Future PI Trust shall pay the Future Mesh Claimant based on the Initial Distribution Amount at the time of payment(s), including any installment payment.

(vi) If executed Release Forms are received by the Future PI Trust on the same date, the Future Mesh Claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the injury for which the claim was filed, with claimants with earlier diagnoses given priority over claimants with later diagnoses. For such claims, if the respective holders' injury

was diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the Future PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

(d) While the Future PI Trust may enter into a lien resolution program, each Future Mesh Claimant remains responsible for satisfying any liens that third parties may claim against an Award to such Future Mesh Claimant.

4.5 Process for Adjustment of the Initial Distribution Amount.

(a) **Uncertainty of Future Mesh Claim Liabilities.** There is inherent uncertainty regarding the total Future Mesh Claim liabilities, which means there is inherent uncertainty regarding the amounts that holders of Future Mesh Claims will receive. There is also an inherent uncertainty regarding the total amount and timing of funding available to the Future PI Trust. Accordingly, the Trustee must periodically evaluate and adjust the percentage of the Maximum Amount that holders of Future Mesh Claims are likely to receive (the "**Payment Percentage**") with the consent of the FCR. If the Payment Percentage is 100%, the Initial Distribution Amount is the Maximum Amount. The Trustee shall undertake such evaluation (i) when he or she believes appropriate or (ii) upon the request of the FCR.

(b) Determination and Adjustment of the Payment Percentage.

(i) The Trustee must base his or her determination of the Payment Percentage on then-current estimates of the number of Future Mesh Claims, the value of the assets then available to the Future PI Trust for their payment, the value of anticipated future assets, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to treat all Holders of Future Mesh Claims in a substantially similar

manner. When making these determinations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors.

(ii) If a redetermination of the Payment Percentage has been proposed in writing by either the Trustee or the FCR but has not yet been adopted, then Awards offered to Future Mesh Claimants shall be based upon the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but was not subsequently adopted, then Awards offered to Future Mesh Claimants shall thereafter receive the difference between the lower proposed Payment Percentage applied to the Maximum Amount and the higher current Payment Percentage applied to the Maximum Amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, then Awards offered to Future Mesh Claimants shall thereafter receive the difference between the lower current Payment Percentage applied to the Maximum Amount and the higher adopted Payment Percentage applied to the Maximum Amount.

(iii) If the Trustee, with the consent of the FCR, makes a determination to increase the Payment Percentage, the Trustee shall make supplemental payments to all Future Mesh Claimants, who previously liquidated their claims against the Future PI Trust and received payments based on a lower Payment Percentage. The Trustee's obligation to make a supplemental payment to a Future Mesh Claimant shall be suspended in the event the payment in question would be less than \$50, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$50. However, the Trustee's obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due the Future Mesh Claimant at such time that the total exceeds \$50.

ARTICLE 5

VALUATION OF AND EVIDENTIARY

REQUIREMENTS FOR ALLOWED CLAIMS

5.1 Evidentiary Requirements for Mesh Product Identification.

(a) **Acceptable Evidence for Establishing a Future Mesh Claim.** All Future Mesh Claimants must demonstrate implantation of a transvaginal mesh product sold, manufactured or marketed by any of the Debtors or their affiliates or any of their respective predecessors prior to the Petition Date by submitting medical records or reports identifying the implanted product.

5.2 Deficiencies and Opportunity to Cure.

(a) The Future PI Trust will develop policies and procedures to notify Future Mesh Claimants when a claim submitted for liquidation pursuant to this Future Mesh TDP is incomplete or otherwise deficient. If notified of a deficiency in the Claim Materials or evidence submitted to the Future PI Trust, the deficiency must be cured to be deemed an Allowed Future Mesh Claim. Failure to cure the deficiency shall cause the Trustee to deem the Future Mesh Claimant a Disallowed Claim. In no event shall a Future Mesh Claim held by a Future Mesh Claimant who has not delivered an executed Release Form be considered an Allowed Future Mesh Claim. Any Release Form executed by a holder of a Disallowed Claim shall remain in full force and effect even upon the disallowance of such claim.

(b) If the deficiency is timely cured to the satisfaction of the Trust, no deduction or penalty will be assessed to an otherwise qualifying Claim.

5.3 Suits in the Tort System.

(a) A Future Mesh Claimant who disagrees with the ruling of the Future PI Trust may file a lawsuit in the U.S. District Court for the Southern District of New York against the Future

PI Trust. Any such lawsuit must be filed by the Future Mesh Claimant in her or her own right and name, and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit, and may only name the Future PI Trust as a defendant. All defenses (including, with respect to the Future PI Trust, all defenses that could have been asserted by the Debtors or the Post-Emergence Entities, as applicable) shall be available to both sides at trial; however, the Future PI Trust may waive any defense and/or concede any issue of fact or law. If the Future Mesh Claimant was alive at the time the Claim Form was filed with the Future PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the Future Mesh Claimant has died during the pendency of the claim.

(b) If a Future Mesh Claimant who delivered an executed Release Form obtains a judgment on his or her Future Mesh Claim in the tort system and such judgment becomes a final order (each, a “**Final Judgment**”), such Final Judgment shall be deemed an Allowed Future Mesh Claim and shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the Future Mesh Claimant shall be paid from the Future PI Trust in accordance with Article 4 above. Payments to Future Mesh Claimants who obtain a Final Judgment shall not exceed the Maximum Amount notwithstanding the amount of the Final Judgment.

5.4 Claims Audit Program.

(a) **In General.** Within 180 days of the Effective Date, the Trustee, with the consent of the FCR, shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the Future PI Trust and approved for an offer of payment (a claims audit program). The Future PI Trust may retain an independent third party to implement the audit program. In the event that the Future PI Trust reasonably determines that any individual or entity

has engaged in a pattern or practice of providing unreliable evidence to the Future PI Trust, it may decline to accept additional evidence from such provider in the future.

(b) Assessment of Additional Information. To the extent that the Future PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the Future PI Trust or the entity overseeing the claims audit program, in the Future PI Trust's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any Future Mesh Claimant subject to the claims audit program shall cooperate and, if requested, provide the Future PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the Future PI Trust to obtain medical and other records to verify the claim.

(c) Actions Based on Audit Results. In the event that an audit reveals that fraudulent information has been provided to the Future PI Trust, the Future PI Trust may penalize any Future Mesh Claimant or Future Mesh Claimant's attorney by rejecting the Future Mesh Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

5.5 Costs Considered. Notwithstanding any provision of this Future Mesh TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid Future Mesh Claims so that the payment of Allowed Future Mesh Claims is not further impaired by such processes with respect to issues related to the validity of the evidence

supporting a claim. The Trustee shall have the latitude to make judgments regarding the amount of costs to be expended by the Future PI Trust so that Allowed Future Mesh Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Future PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

5.6 Reasonable Deadline Extension. The Trustee may reasonably extend the deadlines established herein with the consent of the FCR.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) In General. All submissions to the Future PI Trust by a holder of a Future Mesh Claim, including the Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Future PI Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Authorized Disclosures.

(i) Claimant Consent and Subpoenas. The Future PI Trust will preserve the confidentiality of Future Mesh Claimant submissions and Trustee decisions thereon, and shall disclose the contents thereof only to such other persons as authorized by the holder or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware, or the United States District Court for the Southern District of New York. The Future PI Trust

shall provide the Future Mesh Claimant or counsel for the Future Mesh Claimant a copy of any such subpoena promptly upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) Future Mesh Claimants, the Future PI Trust may instead first provide notice of the subpoena to counsel for the FCR and delay providing a copy of the subpoena to counsel for individual Future Mesh Claimants until, in the Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the Future PI Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The Future PI Trust shall on its own initiative or upon request of the Future Mesh Claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware, or the United States District Court for the Southern District of New York and before those courts having appellate jurisdiction related thereto.

(ii) Other Required Disclosures. Notwithstanding anything in the foregoing to the contrary, with the consent of the FCR, the Future PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Trustee's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under the Future PI Trust, an insurance policy or settlement agreement, or as required in connection with a lien-resolution program or lien-resolution laws (including those relating to Medicare liens); provided, however, that the Future PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure

of such information, documents or materials to a third party, the Future PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Future PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality.

(c) Claimant Discovery Obligations. Nothing in this Future Mesh TDP, the Plan, the Confirmation Order, or the other Future PI Trust Documents expands, limits or impairs the obligation under applicable law of a Future Mesh Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the Future PI Trust for the purpose of obtaining compensation for injuries resulting from the implantation of a transvaginal mesh product sold, manufactured or marketed by the Debtors from the Future PI Trust.

(d) Secure Destruction Upon Termination. As part of the process by which the Future PI Trust's activities are wound-down in connection with termination of the Future PI Trust, and once the Trustee has determined that there is no legitimate reason to retain Future Mesh Claims records submitted by Future Mesh Claimants or Exchanged Information (as defined in the Future Trust Agreement), the Future PI Trust shall securely destroy all records containing personal information about Future Mesh Claimants or other individuals identified in the Future Mesh Claims records as well as personal information contained in the Exchanged Information; provided, however, that prior to the destruction of any executed Release Forms, upon the request of any of the Post-Emergence Entities (including the Purchaser Parent), and upon demonstration that appropriate confidentiality and HIPAA protections are in place, and at their respective expense,

the Trustee shall provide to such Post-Emergence Entities copies of all executed Release Forms. The destruction of such records shall comply with Delaware law and any applicable federal laws that may apply to the information contained within the records, such that any personal or individual-identifying information is rendered unreadable, undecipherable, and inaccessible. Following such destruction, the Trustee shall file a certification with the Bankruptcy Court attesting to the Future PI Trust's compliance with this provision.

EXHIBIT A

CLAIM FORM

[To come]

EXHIBIT B

HIPAA RELEASE

ENDO FUTURE MESH TDP EXHIBIT B

**HIPAA RELEASE FORM FOR ENDO FUTURE PERSONAL INJURY TRUST
DISTRIBUTION PROCEDURES FOR FUTURE MESH CLAIMS**

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name:

Date:

Date of Birth:

Soc. Sec. No.

1. The following individuals or organizations are authorized to disclose my protected health and insurance records to the parties specified below in section #4:

Note: Please list the names of your medical care providers and your health insurance providers that may have records relevant to the resolution of your Future Mesh Claim.¹ If you are unsure of the exact legal name of your medical providers and health insurance providers, you can leave this blank, and we will complete it for you with the understanding that you authorize all relevant parties:

2. The type and amount of information to be used or discloses is as follows:

The entire protected medical and insurance record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies, for the following dates:

Note: List the date range for which the medical providers and insurance companies above may have records relevant to the resolution of your Future Mesh Claim. If you are unsure of the exact dates, then leave this blank, and we will complete this section for you with the understanding that you authorize all relevant date ranges.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Endo Trust Distribution Procedures for Future Mesh Claims (the “**Future Mesh TDP**”), the Plan, the Confirmation Order, or the Future PI Trust Documents.

Dates of Services - From: _____ To: _____

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, as well as treatment for alcohol and drug abuse.
4. The health and insurance information may be disclosed to and used by the following individual and/or organization:
 - a. Endo Future Personal Injury Trust;
 - b. Edgar C. Gentle, III., of Gentle, Turner & Benson, LLC, as the Trustee and Claims Administrator of the Endo Future Personal Injury Trust listed above in 4.a; and
 - c. MASSIVE: Medical and Subrogation Specialists or such other firm engaged by the Endo Future Person Injury Trust to perform such tasks.
5. The health and insurance information may also be disclosed to and used by the Mesh Claims Trustee and the Mesh Claims Trust.
6. I understand I have the right to revoke this authorization at any time. I understand 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 10 years after the date that I sign it.
7. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization and forego a recovery under the Future Mesh TDP. I understand that no organization may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 1634.524. I understand 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 or HIPAA. If I have questions about disclosure of my health information, I can contact the parties listed above in section #4.

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

EXHIBIT C

HEIRSHIP DECLARATION

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO FUTURE MESH TDP EXHIBIT C

**HEIRSHIP DECLARATION FOR ENDO TRUST DISTRIBUTION PROCEDURES FOR
FUTURE MESH CLAIMS**

SWORN DECLARATION AND RELEASE	
Any holder of a Future Mesh Claim ¹ (a “ Future Mesh Claimant ”) regarding the death of another person (the “ Decedent ”), or because of the death of the Decedent before the Future Mesh Claim is paid, is required to complete this declaration if the Future Mesh Claimant has not been named as the executor/administrator of the Decedent’s estate by a probate court. Moreover, the Future Mesh Claimant must also provide notice to any other beneficiary who may be entitled to receive a portion of any distribution from the Endo Future Personal Injury Trust (the “ Future PI Trust ”) to ensure that all potential beneficiaries have received fair and proper notice of this distribution.	

I. Decedent Information			
Name:	First Name	Middle Initial	Last Name
Social Security Number:		Date of Death:	
Residence/Legal Domicile Address at Time of Death	Street		
	City	State	Zip Code

II. Future Mesh Claimant Information			
Your Name	First Name	Middle Initial	Last Name
Your Social Security Number			
Your Address	Street		
	City	State	Zip Code
Your Relationship to Decedent			

III. Authority to Receive a Distribution	
I, _____, a Future Mesh Claimant, have authority to act on behalf of Decedent for one of the following reasons (please select <i>one</i> and provide the applicable documentation):	
<input type="checkbox"/>	Decedent Executed a Valid Will Naming Future Mesh Claimant as the Executor/Administrator
List here and attach copies of all document(s) evidencing a valid Last Will and Testament executed by Decedent naming Future Mesh Claimant as Executor/Administrator:	1. Last Will and Testament of _____, dated _____. 2. _____

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Endo Trust Distribution Procedures for Future Mesh Claims (the “**Future Mesh TDP**”).

3. _____

III. Authority to Receive a Distribution (continued)

____ **Decedent Executed a Valid Testamentary Trust Naming Future Mesh Claimant as the Trustee**

List here and attach copies of all document(s) evidencing a valid Testamentary Trust executed by Decedent naming Future Mesh Claimant as Trustee:	1. Testamentary Trust executed by _____, dated _____.
	2. _____
	3. _____

____ **Decedent Did Not Execute a Valid Testamentary Document (did not have an executed Will or Trust)**

List here the intestate statute(s) of the Residence/Legal Domicile at Time of Death of the Decedent and attach a copy of the full language of the statute(s):	1. A copy of the intestate statute(s) of the state or domicile of the Deceased Claimant at the time of his or her death.
	2. _____
	3. _____

IV. Notice to Heirs and Beneficiaries of Decedent
(Attach additional sheets if needed)

Use the space below to identify the name and address of all persons who may have a legal right to share in any payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the Future PI Trust, or the reason they cannot be notified.

	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
2.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____

IV. Notice to Heirs and Beneficiaries of Decedent (continued)			
	Name:	Information:	
3.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
4.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
5.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
6.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
7.		Address	
		Relationship to Decedent	
		Notified of Future PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____

V. Future Mesh Claimant Certification – Sworn Declaration

This Sworn Declaration is an official document for submission to the Future PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:

- A. I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the Future Mesh TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.
- B. I will abide by all substantive laws of the Decedent’s last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- C. If Decedent executed a valid Will naming Future Mesh Claimant as the Executor/Administrator:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. The copy of the Last Will and Testament provided by me is the Last Will and Testament of the Decedent.
 - c. I will notify the Future PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- D. If Decedent executed a valid Testamentary Trust naming Future Mesh Claimant as the trustee:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. No one else has been appointed the trustee or other position with the authority to act on behalf of the Decedent and his or her estate.
 - c. The copy of the Testamentary Trust provided by me is the currently valid Testamentary Trust of the Decedent.
 - d. I will notify the Future PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- E. If the Decedent did not execute a valid testamentary document:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. There is no known Last Will and Testament of the Decedent and no application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator.
 - c. I will notify the Future PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- F. No application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator of the Decedent’s estate.
- G. I am not aware of any objections to my appointment and service as the Future Mesh Claimant on behalf of the Decedent and his or her estate, heirs, and beneficiaries.
- H. No person notified under Section IV objects to my serving as the Future Mesh Claimant and taking such steps as required by the Future Mesh TDP to resolve all claims related to the implantation of transvaginal mesh products manufactured by any of the Debtors, the Non-Debtor Affiliates, any of their respective current and former Affiliates, or any of their respective predecessors. The persons named in Section IV are all of the persons who may have a legal right to share in any payment issued in respect of the injuries of the Decedent.

V. Future Mesh Claimant Certification – Sworn Declaration (Continued)

- A. I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of any payment from the Future PI Trust to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- B. In accordance with item I. above, I understand that I am responsible for locating and paying all heirs their proportionate share of any distribution based on the applicable Will, Trust or Intestate Statute.
- C. I will indemnify, defend and hold harmless the Future PI Trust, its agents and representatives, and any law firm(s) representing me from any and all claims, demands, or expenses of any kind arising out of distributions from the Future PI Trust.
- D. I understand that, by signing this Sworn Declaration, the sole remedy for any beneficiary that contests the allocation of the distribution from this case is to pursue me directly.

The information I have provided in this Declaration is true and correct. I understand that the Future PI Trust, the Bankruptcy Court for the Southern District of New York and any law firm(s) representing me will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

I, the undersigned, declare the above as true and correct under penalty of perjury:

Signature:		Date:	
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EXHIBIT D

RELEASE FORM

ENDO FUTURE MESH TDP EXHIBIT D

FUTURE MESH CLAIMANT RELEASE FORM¹

(FOR USE BY FUTURE MESH CLAIMANTS)

You are strongly encouraged to review the [*Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “Plan”), the [*Order Confirming Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*] (the “Confirmation Order”), and the trust distribution procedures that may be relevant to your potential Future Mesh Claim before you execute and submit this Release Form. You may want to seek legal advice concerning the terms and conditions of the Future PI Trust, but you are not required to do so.

If you elect to participate in the Future PI Trust by submitting an executed Release Form in exchange for the ability to receive a distribution of the Future Mesh Trust Consideration (as defined in the Future PI Trust Agreement), you will be granting the releases contained herein (the “Releases”). If you choose to grant the Releases, you will be releasing, with certain exceptions described below, any “Released Claims” that you may have against the “Non-GUC Released Parties” including any and all claims related in any way to any of the Debtors, the Debtors’ estates, the Debtors’ business or the Chapter 11 Cases, including claims related to transvaginal mesh products manufactured by any of the Debtors, the Non-Debtor Affiliates, any of their respective current and former Affiliates, or any of their respective predecessors. The “Non-GUC Released Parties” include, among others: (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and each Prepetition Secured Party, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors’ Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) with respect to each of the foregoing Persons listed in clauses (a) through (l), such Persons’ predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates (except, in the case of Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners LLC, to the extent that Goldman Sachs & Co. LLC and Goldman Sachs Lending Partners LLC do not have the authority to bind an Affiliate), respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (n) with respect to each of the foregoing Persons listed in clauses (a) through (m), such Persons’ current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. For the avoidance of doubt, agreeing to the Releases will not release any claims you may have against any Excluded Party, including, among others, the McKinsey Parties, the Arnold and Porter Parties, or any of the opioid

¹ The definitions for capitalized words used but not defined in this Release Form may be found at the website maintained by the Future PI Trust: []. Such terms shall be consistent with the Plan and Confirmation Order.

distributors, manufacturers (other than the Debtors) or pharmacies that have been frequently named as defendants in any of the nationwide opioid litigation.

Importantly, if you grant the Releases, your only source of recovery on account of any Future Mesh Claims that you hold shall be to the Future PI Trust, and you will have no right to continue to assert your Future Mesh Claim against any Non-GUC Released Party.

If you choose not to grant the Releases, you will not be eligible for a distribution from the Future PI Trust, all Future Mesh Claims that you hold against the Debtors and the Post-Emergence Entities shall be subject to the Channeling Injunction, and you will have no right to continue to assert your Future Mesh Claim against the Debtors or the Post-Emergence Entities. The effects of the Channeling Injunction are described in further detail below.

IF YOU ELECT TO GRANT THE RELEASES, PLEASE COMPLETE, SIGN, DATE AND TRANSMIT THIS RELEASE FORM PURSUANT TO THE INSTRUCTIONS BELOW TO THE FUTURE PI TRUST

PLEASE SUBMIT YOUR RELEASE FORM BY ONE OF THE FOLLOWING METHODS. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF YOURSELF AND OF ANOTHER PERSON ASSERTING A CLAIM, THEN EACH PERSON ASSERTING A CLAIM MUST SUBMIT SEPARATE RELEASE FORMS. YOU MUST SUBMIT A RELEASE FORM FOR EACH CLAIM YOU ARE ASSERTING.

To Execute and Submit Your Release Form Online

To submit your Release Form using the online portal for the Future PI Trust, visit: [LINK].
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The E-Release Form is the only way to submit a Release Form online. Release Forms submitted by fax or email will not be valid. Any Release Form submitted through the E-Release Form will be deemed to be immediately legally valid and effective.
--

Future Mesh Claimants who submit a Release Form online should NOT also submit a Release Form through the mail.

To Submit Your Executed Release Form Through the Mail
--

To submit your Release Form through the mail, complete this Release Form and submit your Release Form by first-class mail, hand delivery, or overnight courier to:
--

[MAILING ADDRESS]

THE FUTURE PI TRUST REQUIRES EXECUTION OF THE FOLLOWING RELEASE BY FUTURE MESH CLAIMANTS AS A CONDITION TO RECEIVING A DISTRIBUTION FROM THE FUTURE PI TRUST.

Releases By Future Mesh Claimants

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Non-GUC Released Parties (defined below), but not the Excluded Parties (defined below), shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Future Mesh Claimant who submits this Release notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable, or equivalent thereto (which shall conclusively be deemed waived) from the following (collectively, the “Released Claims”):

any and all Claims and Causes of Action arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors’ business, or the Chapter 11 Cases or related foreign recognition proceedings, including, without limitation, any and every Cause of Action, including any and every Claim and action, class action, cross-claim, counterclaim, third-party Claim, controversy, dispute, demand, right, lien, indemnity, contribution, right of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license, or franchise, in each case, of any kind, character, or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, Secured or unsecured, Allowed, Disallowed, or Disputed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam, or otherwise, whether arising before, on, or after the Petition Date, whether arising under federal statutory law, state statutory law, common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, in contract or in tort, at law, in equity, or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance (other than any Specified Avoidance Action), willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising, including, for the avoidance of doubt, (a) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable; (b) any right of setoff, counterclaim, or recoupment, and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity; (c) the right to object to or otherwise contest Claims or Interests; (d) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress and usury, and any other defense set forth in section 558 of the Bankruptcy Code; and (f) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory (other than any Specified Avoidance Action) arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors’ business, the Chapter 11 Cases, or foreign recognition proceedings relating to the Chapter 11 Cases, including, without limitation, any and all Claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part:

- (i) Opioids, Opioid Products, Canadian Opioid Products, and Opioid-Related Activities;
- (ii) the Debtors’ use of Cash in accordance with the Cash Collateral Order;

(iii) any Avoidance Actions that are not Specified Avoidance Actions (for the avoidance of doubt, Specified Avoidance Actions shall not be Released Claims);

(iv) the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Sale Process, the Bidding Procedures Order, the Plan, the Plan Transaction, the Plan Documents, the Transaction Steps Order, the Plan Settlements, the Trusts, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution Documents, the Exit Financing Documents, the Rights Offering Documents, the RSA, the Restructuring Transactions, the India Internal Reorganization, the Scheme, the Scheme Circular, and any contract, instrument, release, or any other similar document or agreement entered into in connection with the foregoing or any transactions or other actions or omissions contemplated thereby;

(v) the administration and implementation of the Plan, the Confirmation Order, including the Restructuring Transactions, the Exit Financing, the Rights Offerings and the Backstop Commitment Agreements, the Plan Transaction, and the Plan Settlements, the issuance or Distribution of equity and/or debt securities and/or indebtedness in connection herewith or therewith, and any other transactions, actions, omissions, or documents contemplated hereby or thereby;

(vi) the establishment and funding of the Trusts, the implementation of the Plan Settlements, and any other actions taken in connection therewith or contemplated thereby; and

(vii) any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing.

For the avoidance of doubt, "Released Claims" shall not include any (1) Claims or Causes of Action against any Excluded Party, or, solely with respect to the GUC Releasing Parties, any GUC Excluded Party; or (2) GUC Trust Litigation Claims.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or waive (i) any post-Effective Date obligations of any party or Entity (as such term is defined in the Bankruptcy Code) under the Plan, the Confirmation Order, the PSA, the Future PI Trust Documents, or any document, instrument, or agreement executed to implement the Plan, the Confirmation Order, or the FCR Resolution; and (ii) any Other General Unsecured Claim against the Debtors. For the avoidance of doubt, and notwithstanding anything to the contrary that may be construed from any of the previous paragraphs or elsewhere in this Release Form, (a) the rights of any Future Mesh Claimant with respect to any Other General Unsecured Claim (as opposed to Future Mesh Claims) it has or believes it has against the Debtors shall be governed by the terms of the UCC Resolution Term Sheet and the GUC Trust Documents.

The parties granting this Release expressly waive and relinquish any and all provisions, rights and benefits conferred by any law of the United States or of any state, territory or tribe of the United States or any other jurisdiction, or by any principle of common law that is similar, comparable or equivalent to California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Effect of Channeling Injunction

From and after the Effective Date, pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Future Mesh Claims shall be (x) deemed to release any Future Mesh Claims held by such Persons against the Debtors and the Post-Emergence Entities; and (y) permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Future Mesh Claims, including:

- i commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, action, or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Future Mesh Claims, against or affecting any of the Debtors or the Post-Emergence Entities, as applicable, or any property or interests in property of any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Future Mesh Claims;
- ii enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree, or other order against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Future Mesh Claims;
- iii creating, perfecting, or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any of the Debtors or the Post-Emergence Entities, as applicable, or the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to any Future Mesh Claims;
- iv asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any of the Debtors or Post-Emergence Entities, as applicable, or against the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to Future Mesh Claims; and
- v taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan, the Confirmation Order, or any Plan Document (including, for the avoidance of doubt, any Trust Document) with respect to any Future Mesh Claims.

Notwithstanding anything to the contrary herein or in the Plan or Confirmation Order, the Channeling Injunction shall not stay, restrain, bar, or enjoin:

- i the rights of holders of Future Mesh Claims to the treatment afforded to them under the Plan and the Plan Documents, including the rights of holders of Future Mesh Claims to assert such Future Mesh Claims solely in accordance with the Plan, the Confirmation Order, and the Trust Documents;
- ii the rights of Persons to assert any Claim, debt, litigation, or liability for payment of Trust Operating Expenses against the applicable Trust;

- iii the rights of any Person to assert any Claim, Cause of Action, debt, or litigation against any Excluded Party;
- iv the rights of the GUC Trust to assert any GUC Trust Litigation Claims against any GUC Excluded Party, subject to the Covenant Not To Collect;
- v the rights of the GUC Trust to pursue and enforce any GUC Trust Litigation Claims, including the GUC Trust Insurance Rights;
- vi the Distribution Sub-Trusts from enforcing their respective rights against the GUC Trust under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the GUC Trust Documents;
- vii the PPOC Trust from enforcing its rights against the Purchaser Entities under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the PPOC Trust Documents;
- viii the PPOC Sub-Trusts from enforcing their respective rights against the PPOC Trust under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the PPOC Trust Documents; or
- ix the Future PI Trust from enforcing its rights against the Purchaser Entities under (and in a manner not inconsistent with) the Plan, the Confirmation Order, and the Future PI Trust Documents.

There can be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction, and nothing in the Plan, the Confirmation Order, or any Plan Document (including, for the avoidance of doubt, any Trust Document) shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

Release Form Acknowledgments. By signing this Release Form, the undersigned certifies that (i) as of the date of completion of this Release Form, it has completed and submitted a Future Mesh Claim form; (ii) it is the holder of a Future Mesh Claim or it has full power and authority to act on behalf of the holder of a Future Mesh Claim; and (iii) it elects to grant the Releases.

Name of Claimant _____

Signature _____

Title (if applicable) _____

Name of Institution _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Date Completed _____

Exhibit 4

Schedule of Qualifying Opioids

Definition of “Qualifying Opioids”

- i. Qualifying Brand Name Opioids shall include the following Debtor or Paladin opioids: ABSTRAL[®]; BELBUCA[®]; CHERATUSSIN[®]AC; DARVON-N[®]; DEPODUR[®]; ENDOCET[®]; ENDODAN[®]; IBUDONE[®]; METADOL[®]; MEPERITAB[®]; METADOL-D[®]; NUBAIN[®]; NUCYNTA[®]; OPANA[®]; OPANA[®] ER; PERCOCET[®]; PERCODAN[®]; TRIDURAL[®]; STATEX[®]; VI-G-TUSS[®]; ZYDONE[®].
- ii. Qualifying Generic Opioids shall include any generic opioid manufactured, marketed, and/or sold by the Debtors, including but not limited to any of the following names: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Par Sterile Products, Qualitest Pharmaceuticals, and Vintage Pharmaceuticals.

The following is a currently known list of National Drug Codes (NDC's) associated with Qualifying Generic Opioids: 63481-0161; 63481-0207; 63481-0348; 63481-0519; 63481-0685; 63481-0820; 63481-0952; 60951-0310; 63481-0612; 63481-0613; 63481-0624; 63481-0434; 63481-0435; 63481-0436; 63481-0437; 63481-0438; 63481-0439; 63481-0440; 63481-0522; 63481-0553; 63481-0571; 63481-0617; 63481-0674; 63481-0693; 63481-0812; 63481-0813; 63481-0814; 63481-0815; 63481-0816; 63481-0817; 63481-0818; 63481-0907; 63481-0621; 63481-0622; 63481-0623; 63481-0627; 63481-0628; 63481-0629; 63481-0121; 63481-0668; 63481-0669; 63481-0698; 00603-2337; 00603-2338; 00603-2339; 00603-9013; 00603-1020; 00603-1295; 00603-3880; 00603-3881; 00603-3882; 00603-3883; 00603-3884; 00603-3885; 00603-3886; 00603-3887; 00603-3888; 00603-3890; 00603-3891; 00603-3609; 00603-3897; 00603-3584; 00603-3586; 00603-4998; 00603-4978; 00603-4979; 00603-4982; 00603-4990; 00603-4991; 00603-4992; 00603-4993; 00603-4994; 00603-4997; 00603-1492; 60951-0602; 60951-0602; 60951-0700; 60951-0701; 60951-0712; 60951-0796; 60951-0797; 60951-6027; 60951-7968; 60951-7978; 60951-0310; 60951-6107; 60951-6108; 49884-0761; 49884-

0762; 49884-0764; 63481-0532; 49884-0459; 49884-0460; 49884-0461; 49884-0462; 49884-0463;
49884-0464; 63481-0531; 63481-0533; 63481-0534; 49884-0761; 49884-0762; 49884-0763; 49884-
0764; 67767-0120; 67767-0121; 67767-0122; 67767-0123; 67767-0120; 67767-0121; 67767-0122;
67767-0123; 00603-1091; 00603-1091; 00603-3897; 00603-3897; 00603-1306; 00603-3584; 00603-
3586; 00603-3609; 00603-3880; 00603-3882; 00603-3882; 00603-3882; 00603-3882; 00603-3882;
00603-3882; 00603-3882; 00603-3883; 00603-3883; 00603-3883; 00603-3884; 00603-3884; 64376-
0640; 64376-0640; 60951-6397; 60951-6398; 60951-6399; 60951-6407; 60951-6408; 60951-6417;
00254-3594; 00254-3591; 00254-3594; 00254-3594; 00254-3595; 00254-3596; 00603-1295; 00603-
3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881;
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64376-0648; 64376-0648; 64376-0649; 64376-0649; 00254-3600; 00172-5643; 00172-5643; 00182-
0681; 00182-0681; 00254-3597; 00254-3597; 00254-3598; 00254-3600; 00254-3600; 00254-3601;
00677-1184; 00677-1184; 00677-1504; 00677-1504; 00677-1621; 00677-1622; 58809-8380; 06686-
9118; 06686-9128; 50991-0578; 50991-0579; 50991-0579; 50991-0578; 00603-4415; 00603-4416;
49884-0665; 49884-0666; 49884-0667; 49884-0668; 49884-0669; 49884-0670; 49884-0833; 49884-
0834; 49884-0835; 49884-0836; 49884-0837; 49884-0838; 60951-0652; 60951-0653; 60951-0655;
60951-0658; 60951-0659; 60951-6528; 60951-6538; 60951-6558; 60951-6588; 00603-4978; 00603-

4979; 00603-4979; 00603-4982; 00603-4982; 00603-4997; 00603-4998; 00603-4998; 00182-1465;
00254-4832; 60951-6607; 60951-6608; 49881-0327; 49884-0326; 60951-0794; 60951-0795; 60316-
2558; 60317-9958; 00603-1853; 60318-5358

Exhibit 5

Public Opioid Trust Agreement

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO PUBLIC OPIOID TRUST AGREEMENT

Dated as of [●], 2024

ENDO PUBLIC OPIOID TRUST AGREEMENT

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ENDO PUBLIC OPIOID TRUST AGREEMENT¹

This Endo Public Opioid Trust Agreement (the “**Trust**”) Agreement (together with all Exhibits hereto, this “**Trust Agreement**”), dated as of [], 2024 and effective as of the Effective Date,² implements certain of the terms of the Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its affiliated debtors and debtors-in-possession dated January 5, 2024 (as may be further modified, amended, or supplemented from time to time, and together with all Exhibits and schedules thereto, the “**Plan**”), confirmed by an order entered on [, 2024] [Docket No. xxxx] (the “**Confirmation Order**”) by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) in the Chapter 11 Cases of Endo International plc and its affiliated debtors and debtors-in-possession (each a “**Debtor**” and collectively, the “**Debtors**,”) jointly administered under Case No. 22-22549 (JLG) (the “**Chapter 11 Cases**”) is entered into by the initial trustee of the Trust who is further identified on the signature pages hereto (together with any successor trustee serving in such capacity, the “**Trustee**”), and [Wilmington Trust, National Association] (together with any successor serving in such capacity, the “**Delaware Trustee**”).

RECITALS

WHEREAS, on August 16, 2022, the Debtors commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the Bankruptcy Court;

WHEREAS, the Plan provides, inter alia, for the establishment of an opioid creditor trust in accordance with Section 5.20(e)(i) of the Plan;

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court and is in full force and effect and the Plan Effective Date has occurred;

WHEREAS, pursuant to the Plan and the Confirmation Order, the Trust shall be established to (i) assume all liability for Allowed State Opioid Claims held by States and certain Territories that are not Prior Settling States (“**Participating Public Opioid Claimants**”); (ii) receive and administer the Public Opioid Consideration under the terms of the Plan; (iii) make or cause to be made distributions on account of the State Opioid Claims held by Participating Public Opioid Claimants in accordance with the Schedule attached hereto as **Exhibit 1**, as the same may be modified pursuant to Section 4.1 hereof (the “**Distribution Schedule**”); and (iv) carry out such other matters as are set forth in this Trust Agreement;

WHEREAS, it is intended that the Trust shall at all times qualify as a “qualified settlement fund” within the meaning of Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code (“**IRC**”), as amended (such regulations, the

¹ NTD: The Parties are reviewing and will be finalizing the terms of this Trust Agreement prior to the Confirmation Hearing. An updated version of this Trust Agreement will be filed on the docket prior to the Confirmation Hearing.

² Capitalized terms used but not herein defined shall have the meaning ascribed to them in the Plan or the Confirmation Order, or any Exhibits attached hereto, as applicable.

“**QSF Regulations**”), and, to the extent permitted under applicable law, for state and local income tax purposes.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1
AGREEMENT OF TRUST

Section 1.1 Creation and Name. There is hereby created the Trust known as the “**Endo Public Opioid Trust**.” The Trustee of the Trust may transact the business and affairs of the Trust in the name of the Endo Public Opioid Trust, and references herein to the Trust shall include the Trustee acting on behalf of the Trust. It is the intention of the parties hereto that the Trust constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the “**Act**”). The Trust was formed as of the execution and filing of a Certificate of Trust with the Delaware Secretary of State on [], 2024.

Section 1.2 Purposes. The purposes of the Trust are to

(a) assume all of the Debtors’ liability for the State Opioid Claims (the holders thereof, the “**Participating Public Opioid Claimants**”) as set forth in Section 6.16 of the Plan;

(b) receive and administer the Public Opioid Consideration to be paid under the Plan;

(c) make distributions to Participating Public Opioid Claimants, in each case in accordance with the Distribution Schedule, as it may be modified in accordance with Section 4.1 below;

(d) hold, manage and invest the Public Opioid Consideration and all additional assets, proceeds thereof, and earnings thereon (collectively, the “**Trust Assets**”) in accordance with the terms of this Trust Agreement for the benefit of the Beneficiaries (as defined in Section 1.5(a) below);

(e) qualify at all times as a qualified settlement fund within the meaning of the QSF Regulations and be treated consistently for state and local tax purposes to the extent applicable;

(f) use the Trust Assets to:

(i) make distributions to Participating Public Opioid Claimants in accordance with this Trust Agreement, including the Distribution Schedule;

(ii) hold and maintain reserves to pay the fees and expenses incurred with respect to administering the Trust and managing the Trust Assets (together, the “**Trust Operating Expenses**”) of the Trust (such reserves, the “**Trust Operating Reserve**”) which shall be (a) funded with Cash and cash equivalents held by the Trust in

accordance with the Trust Agreement and (b) held by the Trust in a segregated account and administered by the Trustee;

- (iii) pay the Trust Operating Expenses from the Trust Operating Reserve;
- (iv) make payments to State and Local Government fee and cost funds, as provided in Section 3.1(d) of this Agreement; and
- (v) release or replenish periodically, until the dissolution of the Trust, the Trust Operating Reserve from Cash held or received by the Trust to the extent deemed necessary by the Trustee to satisfy and pay estimated future Trust Operating Expenses in accordance with this Trust Agreement.

Section 1.3 Transfer of Assets. Pursuant to the Plan, the Trust shall receive the Public Opioid Consideration on or soon as reasonably practical after the Effective Date. The Public Opioid Consideration shall be transferred free and clear of all Claims, Liens or other recourse or encumbrances, and shall not be subject to attachment, disgorgement or recoupment by any Person. Upon payment in full of the Public Opioid Consideration, none of the Debtors or the Post-Emergence Entities shall have any further obligation or liability whatsoever under or in respect of the Trust or otherwise in respect of any Claims held by Participating Public Opioid Claimants.

Section 1.4 Acceptance of Assets.

(a) In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly accepts the transfer to the Trust of the Public Opioid Consideration pursuant to the Plan. The Trust shall succeed to all of the Debtors' and/or Purchaser Entities' right, title and interest in the Public Opioid Consideration and, as of and following the Effective Date, none of the Post-Emergence Entities will have any further equitable or legal interest in, or with respect to, nor any liability or obligations with respect to, the Trust Assets, including the Public Opioid Consideration or the Trust.

(b) In furtherance of the purposes of the Trust, the Trust expressly assumes all liabilities and responsibility for all State Opioid Claims of Participating Public Opioid Claimants, and none of the Debtors, the Purchaser Entities and the other Released Parties shall have any further financial or other responsibility or liability therefor. For the avoidance of doubt, all State Opioid Claims of Participating Public Opioid Claimants shall be resolved exclusively in accordance with this Trust Agreement including without limitation the Distribution Schedule. Notwithstanding anything to the contrary herein, under no circumstances shall any purported amendment or modification of this Trust Agreement adversely affect the rights of any Non-GUC Released Party pursuant to the injunction provisions of the Plan or the terms of the Non-GUC Releases, in each case as such exist as of the date hereof as set forth in the Plan and the Confirmation Order.

(c) Notwithstanding anything to the contrary herein, no provision in this Trust Agreement shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(d) In this Trust Agreement, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 1.5 Beneficiaries.

(a) The beneficial owners (within the meaning of the Act) of the Trust shall be the Participating Public Opioid Claimants identified on the Distribution Schedule (each a “**Beneficiary**”). Each of the Beneficiaries is either a state of the United States, the District of Columbia, or the government of a possession of the United States, within the meaning of Section 115 of the IRC.

(b) The Beneficiaries shall have only such rights with respect to the Trust and the Trust Assets as are set forth in this Trust Agreement, including the Distribution Schedule, and no greater or other rights, including upon dissolution, liquidation or winding up of the Trust, shall be deemed to apply to such Beneficiaries. The Beneficiaries may not assert against the Purchaser Entities, any Debtor or any other Released Party any State Opioid Claim, and may not proceed in any manner against the Purchaser Entities, any Debtor or any other Released Party on account of any State Opioid Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue recoveries with respect to State Opioid Claims exclusively against the Trust, solely as and to the extent provided in this Trust Agreement and the Distribution Schedule.

(c) The Beneficiaries shall be subject to the terms of this Trust Agreement, including without limitation, Article 4.

Section 1.6 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction over the Trust, provided, however, the courts of the State of [Delaware], including any federal court located therein, shall also have jurisdiction over the Trust. In addition, an applicable State court shall have jurisdiction with respect to any matter involving that State and one or more of its Local Governments, including without limitation matters arising with respect to the Distribution Schedule, except with respect to any dispute involving the Debtors and/or the Post-Emergence Entities.

ARTICLE 2
POWERS AND TRUST ADMINISTRATION

Section 2.1 Powers.

(a) The Trustee is and shall act as a fiduciary to the Trust in accordance with the provisions of this Trust Agreement. The Trustee shall, at all times, administer the Trust in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or advisable to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or the Trust Agreement, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited by applicable law, the Trustee shall have the power to:

- (i) receive and hold the Trust Assets and exercise all rights with respect thereto;
- (ii) invest the monies and other Trust Assets held from time to time by the Trust, subject to the limitations set forth in Section 3.2 below;
- (iii) determine and pay liabilities and Trust Operating Expenses;
- (iv) establish accounts and reasonable reserves within the Trust, as deemed by the Trustee, in his or her discretion, to be useful in administering the Trust;
- (v) bring any action relating to the Trust or the Trust Assets in any court of competent jurisdiction;
- (vi) initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Trust Asset, liability or responsibility of the Trust. Such legal actions and other proceedings shall be limited solely to those required for purposes of administering the State Opioid Claims of the Beneficiaries and for enforcing the rights of the Trust under this Trust Agreement;
- (vii) supervise and administer the Trust in accordance with this Trust Agreement;
- (viii) retain such employees, consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;
- (ix) pay reasonable compensation and expenses to any of the Trust's employees, consultants, advisors, independent contractors, experts and agents for legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Trust requires;

- (x) compensate the Trustee, Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;
- (xi) execute and deliver such instruments as the Trustee considers necessary or desirable in administering the Trust;
- (xii) enter into such other arrangements with third parties as are deemed by the Trustee to be advisable or necessary in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement, the Plan or the Confirmation Order;
- (xiii) in accordance with Section 5.8 below, defend, indemnify and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.6(a) below) to the maximum extent permitted by law;
- (xiv) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 5.6 below; provided that such investment advisors and investment managers shall be in compliance with the Investment Guidelines (as defined in Section 3.2) at all times;
- (xv) except as otherwise set forth in this Trust Agreement, make, join, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve, in the name of the Trust, any claim, right, action or cause of action of the Trust, before any court of competent jurisdiction and without approval of the Bankruptcy Court; and
- (xvi) exercise any and all rights of the Trustee, and take any and all actions as are permitted, in accordance with and subject to the terms of this Trust Agreement, the Plan and the Confirmation Order.

(d) The Trustee shall not have the power to cause the Trust to guarantee any debt of other Persons.

(e) Except as otherwise set forth in this Trust Agreement, and subject to retention of jurisdiction by the Bankruptcy Court, but without prior or further authorization, the Trustee may control and exercise authority over the Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the Trust shall be obligated to inquire

into the authority of the Trustee in connection with the protection, conservation or disposition of the Trust Assets.

Section 2.2 General Administration. The Trustee shall act in accordance with the Trust Agreement. The mailing address of the Trust is []. The Trustee may establish or change the mailing address of the Trust and shall provide notice thereof to the Beneficiaries.

Section 2.3 Accounting and Financial Reporting. The fiscal year of the Trust shall begin on January 1 and shall end on December 31 of each calendar year. The Trustee shall maintain the books and records relating to the Trust Assets, the income and the payment of expenses of and liabilities against the Trust, and the amount and allocation of all distributions made pursuant to Article 4. The detail of these books and records and the duration of time during which the Trustee shall keep such books and records shall be such as to allow the Trustee to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special purpose financial statements of the Trust (the “**Annual Report**”); provided, however, that the Trustee shall maintain such books and records until the wind-up of the Trust’s affairs and satisfaction of all of the Trust’s liabilities. The Annual Report need not be audited by an independent accounting firm. The Trustee shall deliver the Annual Report to the Beneficiaries within one hundred and twenty (120) days following the end of each calendar year. The Annual Report may be combined with the Distribution Report.

Section 2.4 Distribution Reporting. Within one hundred and twenty (120) days following the end of each calendar year, the Trustee shall cause to be prepared an annual report on the distributions to Beneficiaries with respect to such period (each, a “Distribution Report”). The Trustee shall deliver the Distribution Report to the Beneficiaries within one hundred and twenty (120) days following the end of each calendar year. The Distribution Report may be combined with the Annual Report.

Section 2.5 Limitation of the Trustee’s Authority. The Trustee is not authorized to engage in any trade or business with respect to the Trust Assets or proceeds therefrom. The foregoing limitation shall not prevent the Trustee from managing the investment of the Trust Assets in accordance with the Trust Documents.

ARTICLE 3

ACCOUNTS, INVESTMENTS, ADMINISTRATIVE EXPENSES

Section 3.1 Accounts.

(a) The Trustee shall maintain one or more accounts (“**Trust Accounts**”) on behalf of the Trust with one or more financial depository institutions (each a “**Financial Institution**”). Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Purchaser Entities, the Debtors or any other Released Parties. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(b) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to Beneficiaries and the payment of Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” within the meaning of the IRC or the Treasury Regulations, or a “disputed ownership fund” within the meaning of the Treasury Regulations, or otherwise.

(c) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a).

(d) The Trustee shall establish two separate subaccounts of the Trust to receive funds designated under the Plan for (i) the professional fees of the Beneficiaries (the “**State Opioid Costs and Fees Allocation**”) which shall be administered exclusively in accordance with the terms set forth on **Exhibit 2** hereof, and (ii) the professional fees of the Local Governments (the “**Political Subdivision Costs and Fees Allocation**”). which shall be administered exclusively in accordance with the terms set forth on **Exhibit 3** hereof. (The State Opioid Costs and Fees Allocation and the Political Subdivision Costs and Fees Allocation are sometimes referred to collectively as the “**Professionals Fee Funds**.”) It is understood that the Trust shall hold the Professionals Fee Funds for administrative convenience and the Trustee shall have no responsibility to administer such Professionals Fee Funds, or to direct the disbursement or investment of such Professionals Fee Funds; provided that (x) the Trustee will disburse the State Opioid Costs and Fees Allocation in accordance with **Exhibit 2** and (y) [Local Government Fund Committee] shall direct the Trustee in writing as to the manner in which to disburse or invest the Political Subdivision Costs and Fees Allocation in according with **Exhibit 3**. To the extent the Trustee does not receive any written direction with respect to investment of the Professionals Fee Funds, the Trustee shall invest the funds in the designated default account at BlackRock Fed Fund (CUSIP 09248U700).

Section 3.2 Investment Guidelines. The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 4** (the “**Investment Guidelines**”). Notwithstanding any contrary provision of this Trust Agreement, this Section 3.2 and the Investment Guidelines cannot be modified or amended.

Section 3.3 Payment of Trust Operating Expenses. All Trust Operating Expenses shall be payable solely out of the Trust Operating Reserve. None of the Trustee, Delaware Trustee, the Beneficiaries, nor any of their employees, officers, consultants, advisors, independent contractors, experts or agents shall be personally liable for the payment of any Trust Operating Expense or any other liability of the Trust. For the avoidance of doubt, subject only to payment of the Public Opioid Consideration in accordance with the Plan, the Confirmation Order and this Trust Agreement, none of the Debtors or the Post-Emergence Entities shall have any liability or obligation whatsoever with respect to any Trust Operating Expenses.

ARTICLE 4
DISTRIBUTIONS

Section 4.1 Distributions. The Trustee shall make distributions to Beneficiaries only as and to the extent set forth in this Article 4 and the Distribution Schedule. The Distribution Schedule lists those Participating Public Opioid Claimants that are a State, the District of Columbia or a possession of the United States. For purposes of making distributions to Beneficiaries, the Distribution Schedule may be modified pursuant to appropriate written direction timely remitted to the Trust in the manner specified by the Trustee for the purpose of directing payments to Local Governments in accordance with applicable State laws, policies or practices governing opioid funds. States that are Participating Public Opioid Claimants have the option to direct the Trust to make distributions to the State and its Local Governments in accordance with the disbursement directives applicable under the National Opioid Abatement Trust II Trust Agreement (“**NOAT II**”) located at www.nationalopioidabatementtrust.com. Attached as Exhibit 5 is a list of the States that have directed the Trustee to make distributions in accordance with the NOAT II disbursement directives.

Section 4.2 Manner of Payment of Distributions.

(a) The Trustee shall endeavor to provide ten (10) days’ notice to the Beneficiaries of any upcoming distribution; provided, however, that the Trustee may shorten such notice period in his or her discretion, but in no event less than 5 days notice.

(b) The Trustee shall make distributions, as set forth in this Article 4, not later than [sixty (60) days] after receipt of the Public Opioid Consideration, subject to the receipt of all distribution information from the Beneficiaries. The deadline set forth in this Section 4.2(b) may be modified by the Trustee to the extent he or she determines it prudent to do so, taking into account factors that may be relevant at the time of a possible distribution (which for the avoidance of doubt may take into account other funds to be received and/or distributed by comparable opioid abatement trusts benefitting the Beneficiaries).

(c) Notwithstanding any other provision of this Trust Agreement, distributions made by or at the direction of the Trustee shall be made solely to Participating Public Opioid Claimants identified on, and in accordance with, the Distribution Schedule as may be modified in accordance with Section 4.1 above.

(d) As a condition to receiving distributions under this Article 4, each Beneficiary shall acknowledge and agree that distributions under this Trust Agreement are intended to abate the opioid crisis impacting the citizens and residents of the State Beneficiary and in furtherance thereof shall commit (i) to administer the funds received in accordance with its applicable opioid disbursement agreements with Local Governments or laws with respect thereto, and (ii) to dedicate its distributions to the abatement of the opioid crisis by funding appropriate programs or projects, substantially consistent with those programs and goals described as Core Strategies and Approved Uses set forth on **Exhibit 6** (the “**Abatement Programs**”), in each case as determined by the Beneficiary consistent with its applicable agreements and laws.

(e) Distributions may be made by a Disbursing Agent retained by the Trust to make distributions on its behalf (the “**Disbursing Agent**”).

Section 4.3 Delivery of Distributions.

(a) All distributions under this Trust Agreement shall be made in accordance with the electronic transfer information provided to the Trustee by the Beneficiaries. Changes to such electronic transfer information must be provided to the Trust or the Disbursing Agent in writing at least five (5) business days prior to any upcoming distribution date; provided that the Trustee and Disbursing Agent shall have the authority, in their discretion, to seek further direction from the Beneficiaries regarding the transfer information of distributions under this Trust Agreement.

(b) In the event that any distribution is undeliverable, no further distribution shall be made unless and until the Trustee has been notified of the then current electronic transfer information by such Beneficiary, at which time such distribution shall be made without interest. The Trustee shall take reasonable efforts to obtain current electronic transfer information for any Beneficiary with respect to which any distribution is undeliverable.

(c) No Trust Asset or any unclaimed property shall escheat to any federal, state or local government or any other entity.

ARTICLE 5
TRUSTEE AND DELAWARE TRUSTEE

Section 5.1 Trustee; Managing Trustee.

(a) **Number.** In addition to the Delaware Trustee appointed pursuant to Section 5.10, there shall be one (1) Trustee. The initial Trustee shall be that person named on the signature page hereof. For the avoidance of doubt, any reference herein to the term Trustee does not refer to the Delaware Trustee.

Section 5.2 Term of Service, Successor Trustee.

(a) **Term.** The Trustee shall serve until the earlier of (i) his or her death, (ii) his or her resignation or removal pursuant to Section 5.2(c) below, or (iii) the termination of the Trust pursuant to the terms of this Trust Agreement. The term of a newly appointed Trustee shall commence upon his or her acceptance of trusteeship.

(b) Appointment of Successor Trustee.

(i) In the event of the death, resignation or removal of a Trustee, a vacancy shall be deemed to exist and a successor shall be appointed by the Bankruptcy Court. Such appointment shall specify the date on which such appointment shall be effective.

(ii) Notice of the appointment of any successor Trustee shall be delivered by the successor Trustee to the Beneficiaries.

- (iii) In filling any vacancy in the position of a Trustee, the following standard shall apply to appointing any successor Trustee: the successor Trustee shall be a disinterested, independent individual with experience in one or more of the following areas: public policy/public health, law enforcement, ethics and compliance, finance, general business and/or corporate governance.
- (iv) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of any predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of any predecessor Trustee.
- (v) Any successor Trustee appointed in accordance with this Trust Agreement shall execute an instrument accepting its appointment and take such other action as the Bankruptcy Court may order. Thereupon, such successor Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the Trust with like effect as if originally named an initial Trustee and the accepted and executed appointment shall be conclusive proof that the successor Trustee is the Trustee under this Trust Agreement. Any resigning or removed Trustee shall duly assign, transfer and deliver to his or her successor Trustee all property and money held by such resigning or removed Trustee hereunder and shall, as reasonably requested by such successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee upon the trusts herein expressed, all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed Trustee.

(c) **Resignation or Removal.** A Trustee may resign by giving written notice to the Delaware Trustee. Such notice shall specify a date when such resignation shall take effect, which, except in the case of incapacity or disability, shall not be less than ninety (90) days after the date such notice is given, where practicable. A Trustee may be removed by the Bankruptcy Court in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided such Trustee has received reasonable notice and an opportunity to be heard pursuant to the dispute resolution provisions of Section 6.14 below. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust, any substantial failure to comply with the administration of the Trust or a consistent pattern of neglect and failure to perform or participate in performing the duties of a Trustee hereunder.

Section 5.3 Compensation and Expenses of Trustee. The Trustee shall receive compensation from the Trust for his or her services as Trustee pursuant to the fee schedule appended hereto as **Exhibit 7**. The Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by the Trustee in the course of carrying out his or her duties as Trustee in accordance with reasonable policies and procedures as may be adopted from time to time. The amounts paid to the Trustee for compensation and expenses shall be disclosed in the Annual Report, and any modifications to Trustee compensation shall also be disclosed in the Annual Report.

Section 5.4 Trustee's Independence.

(a) The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for or serve as any other professional for the Purchaser Entities, Debtors, any other Released Parties or any Beneficiary. This Section 5.4(a) shall not preclude a person from serving as Trustee if such person also serves or has served as a trustee of any other opioid settlement trust, but such other position shall be taken into account in selecting the Trustee. For the avoidance of doubt, this provision shall not apply to the Delaware Trustee.

(b) The Trustee, and the Delaware Trustee, shall be indemnified by the Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) With respect to the affairs of the Trust, Persons dealing with the Trust, the Trustee, and the Delaware Trustee shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trust, the Trustee or the Delaware Trustee to such Person in carrying out the terms of this Trust Agreement, and neither the Trustee, the Delaware Trustee, the Beneficiaries, nor any of their professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.5 Standard of Care; Exculpation.

(a) As used herein, the term "**Trust Indemnified Party**" shall mean the Trustee, the Delaware Trustee, and each of their respective members, officers, employees, professionals, and consultants (in each case exclusive of counsel to the Trustee) or a Designated Indemnitee. For the avoidance of doubt, "Trust Indemnified Party" shall not include any outside counsel to any Trustee or the Trust unless such outside counsel is a "Designated Indemnitee."

(b) As used herein, the term "**Designated Indemnitee**" shall mean any counsel (including any outside counsel) designated by action of the Trustee as a Designated Indemnitee. The Trustee may designate individuals as Designated Indemnitees subject to any such limitations as the Trustee may specify in such delegation; provided, however, that no Person shall be a "Designated Indemnitee" with respect to such Person's service in any role prior to the Effective Date, including as an employee, agent or representative of any Debtor or any subsidiary of any Debtor.

(c) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust

Indemnified Parties, or on behalf of the Trust, except those acts found by a court order or judgment that is no longer subject to appeal or reconsideration, other than pursuant to Federal Rule of Civil Procedure 60(b) or rules or statutes of similar effect (a “**Final Order**”) to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust.

(d) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Trust or the Beneficiaries, it is hereby understood and agreed by the parties hereto and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.5 and its subparts.

Section 5.6 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.6.

(b) In the event the Trustee retains counsel (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same respective rights and benefits of any predecessor for purposes of privilege, including the attorney-client privilege. No Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

(c) To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating hereto, to the Trust or to the Beneficiaries, it is hereby understood and agreed by the Parties and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, including Section 3806 of the Act, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trustee; provided, however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to Section 5.6 herein.

(d) No Trust Indemnified Party shall be personally liable under any circumstances, except for their own willful misconduct, bad faith, gross negligence or fraud as finally judicially determined by a court of competent jurisdiction.

(e) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(f) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

Section 5.7 Indemnification.

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust and, for the avoidance of doubt, none of the Debtors, the Purchaser Entities nor any other Post-Emergence Entity shall be responsible or liable for any indemnification or reimbursement obligations under this Trust Agreement.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitral, from which they are indemnified by the Trust shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Trust.

(c) The Trustee shall purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Termination or modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution. The Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding the State Opioid Claims that the Debtors or the Post-Emergence Entities have, or would have had, under applicable law, but solely to the extent consistent with the Plan, the Confirmation Order, and the Trust Documents; provided, that, no such cross-claims, defenses, offsets, recoupments, or other rights may be asserted against any Released Party.

Section 5.8 Bond. The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section 5.9 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee and shall act through one or more persons authorized to bind such entity. The initial Delaware Trustee shall be Wilmington Trust, National Association. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 5.9, it shall resign immediately in the manner and with the effect hereinafter specified in Section 5.9(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties (including fiduciary duties) and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the

Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the Trust or the Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee. The Delaware Trustee undertakes to perform such duties and only such duties as are specifically and expressly set forth in this Trust Agreement. These duties shall be deemed purely ministerial in nature, and the Delaware Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Trust Agreement against the Delaware Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 5.9(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 5.9(d) below; provided further, that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the Trust, may apply to the Bankruptcy Court or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor

Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the Trust and the Delaware Trustee, which compensation shall be paid by the Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not, be regarded as making nor be required to make, any representations thereto.

(h) The Delaware Trustee shall have no liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts. Nothing in this Trust Agreement shall require the Delaware Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder. In no event shall the Delaware Trustee be responsible or liable for special, indirect, punitive, incidental or consequential losses or damages of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Delaware Trustee has been advised of the likelihood of any such loss or damage and regardless of the form of action.

(i) The Delaware Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein.

(j) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(k) The Corporate Transparency Act (31 U.S.C § 5336) and its implementing regulations (collectively, the “CTA”), may require the Trust to file reports with the Financial Crimes Enforcement Network (“FinCEN”) from time to time. It shall be the Trustee’s duty and not the Delaware Trustee’s duty to cause the Trust to make such filings, as applicable, and to cause the Trust to comply with its obligations under the CTA, if any. The parties hereto acknowledge that the Delaware Trustee acts solely as a directed trustee at the direction of the Trustee hereunder and that the Trustee is and shall be deemed to be the parties with the power and authority to exercise substantial control over the Trust.

(l) The Trustee and the Delaware Trustee are not, and will at no time be, a resident in Canada for purposes of the *Income Tax Act* (Canada).

(m) The management, administration, and operation of the Trust by the Trustee, the Delaware Trustee, or any other Person responsible for the management, administration, and operation of the Trust, and the exercise of any power or authority by or on behalf of the Trust (by any trustee or otherwise), will occur outside of Canada.

(n) The Trust shall not be settled by a resident of Canada for purposes of the *Income Tax Act* (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the *Income Tax Act* (Canada) to the Trust

ARTICLE 6

GENERAL PROVISIONS

Section 6.1 Irrevocability. To the fullest extent permitted by applicable law, the Trust is irrevocable.

Section 6.2 Term; Termination.

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The Trust shall automatically dissolve, as soon as practicable, but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the Trust upon the satisfaction of the purposes of the Trust and the following conditions having been satisfied: (i) all reasonably expected assets have been collected by the Trust, (ii) all distributions have been made to the extent set forth in this Trust Agreement, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Trust obligations and Trust Operating Expenses, and (iv) a final accounting has been delivered to the Beneficiaries (the “**Dissolution Date**”).

(c) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the Trust’s affairs by the Trustee and payment of all of the Trust’s liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the Trust shall be distributed to the Beneficiaries in accordance with the Distribution Schedule. Notwithstanding any contrary provision of the Plan and related documents, including this Trust Agreement, this Section 6.2(c) cannot be modified or amended.

(d) Following the dissolution and distribution of the assets of the Trust, the Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Trust to be filed in accordance with the Act (without the need for the Delaware Trustee’s consent or signature). Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. Notice of the dissolution of Trust and the filing of the Certificate of Cancellation shall be given to the Delaware Trustee promptly following such filing.

Section 6.3 Taxes.

(a) The Trust is intended to qualify as a “qualified settlement fund” under the QSF Regulations, and, to the extent permitted under applicable law, for state and local income tax purposes. Notwithstanding anything to the contrary herein, no provision in this Trust Agreement shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(b) The Trustee shall be the “administrator” of the Trust within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Trust out of the Trust Assets, and (ii) comply with all applicable tax reporting and withholding obligations.

(c) Subject to Section 6.3(b) above, following the Effective Date, the Trustee shall manage the Trust’s tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Trustee may request an expedited determination under Section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Trust for all taxable periods through the dissolution of the Trust. The Trustee shall take no action that could cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

Section 6.4 Modification.

(a) Material modifications to this Trust Agreement may be made only pursuant to an order of the Bankruptcy Court after notice to the Beneficiaries; provided, however, that the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of the Bankruptcy Court, but with notice to, the Beneficiaries, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement that are consistent with the Plan and the Confirmation Order; or (ii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity, in each case that are consistent with the Plan and the Confirmation Order. Notwithstanding anything to the contrary in this Trust Agreement, no amendment or waiver of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order. Notwithstanding the foregoing proviso, no amendment or waiver of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement. The Trustee shall provide to the Beneficiaries notice of any proposed modification to this Trust Agreement, whether material or minor, not less than ten (10) business days before such modification becomes effective; provided, however, that the Trustee may shorten such notice period only in the event that a ten (10) day notice period would be materially adverse to the Trust and the Beneficiaries.

(b) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement, nor any document related thereto shall be modified or amended in any way that (i) could jeopardize or impair (A) any Section 105(a) Order, (B) the efficacy or enforceability of any injunction or release issued or granted in connection with this Trust Agreement, (C) the Trust's status as a qualified settlement fund within the meaning of the QSF Regulations, (D) the rights, duties, liabilities and obligations of the Delaware Trustee without the written consent of the Delaware Trustee or (ii) is inconsistent with the Plan or the Confirmation Order, or (iii) the provisions of the Plan and the Confirmation Order and/or the implementation thereof. Notwithstanding anything set forth in this Trust Agreement to the contrary, under no circumstances shall any purported amendment or modification of this Trust Agreement adversely affect the rights of any Released Party (as defined in the Plan) pursuant to the injunction and release provisions of the Plan, including any injunctions or releases issued, granted or deemed to have been granted in connection with this Trust Agreement.

Section 6.5 Communications. The Trustee may deliver communications to the Beneficiaries, including the Annual Report and the Distribution Report, electronically to the authorized email address specified by the Beneficiaries, provided, however, a Beneficiary may request the delivery of communications by U.S. mail or by overnight courier.

Section 6.6 Severability. If any provision of this Trust Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 6.7 Notices.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Trustee:

with a copy (which shall not constitute notice) to:

To the Delaware Trustee:

Wilmington Trust, National Association
Attn: Endo Public Opioid Trust Administrator
1100 North Market Street
Wilmington, DE 19890

with a copy (which shall not constitute notice) to:

Morris James LLP
Attn: Ross Antonacci (rantonacci@morrisjames.com)
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801

(b) All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses, or if electronically transmitted, shall be effective upon transmission.

Section 6.8 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, the Delaware Trustee and their respective successors and assigns, except that none of such persons may assign or otherwise transfer any of its, or their, rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustee, as contemplated by Section 2.1 and Section 5.2 above, and in the case of the Delaware Trustee, as contemplated by Section 5.9. The Released Parties shall be third party beneficiaries with rights of enforcement with respect to Section 6.4(b) to the extent any proposed modification or amendment impacts or purports to impact the scope or efficacy of the injunction and release provisions of the Plan or purports to impose any covenant, liability or obligation on any Released Party or otherwise to impact the rights and protections of the Released Parties under the Plan.

Section 6.9 Limitation on Transferability; Beneficiaries' Interests. Beneficiaries' interests in the Trust shall not (a) be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly and any purported assignment, conveyance, pledge or transfer shall be null and void *ab initio*; (b) be evidenced by a certificate or

other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Trust or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of the Trustee, whether by petition to any court or otherwise; (f) entitle the holders thereof to receive any interest on distributions; and (g) give rise to any rights to seek a partition or division of the Trust Assets. In accordance with the Act, Beneficiaries shall have no interest of any kind in any of the Trust Assets; rather, Beneficiaries shall have an undivided beneficial interest only in cash assets of the Trust but only to the extent such cash assets are declared by the Trustee to be distributable as distributions in accordance with this Trust Agreement. For the avoidance of doubt Beneficiaries shall have only such rights as expressly set forth in this Trust Agreement.

Section 6.10 Exemption from Registration. The parties hereto intend that the rights of the Beneficiaries arising under this Trust Agreement shall not be “securities” under applicable laws, but none of the parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws.

Section 6.11 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. Notwithstanding the foregoing and for the avoidance of doubt, nothing contained herein may be construed to contravene the Plan or Confirmation Order. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 6.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 6.13 Governing Law. This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of Delaware law shall apply to the extent inconsistent with the terms of the Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of property, (d) fees or other sums payable to trustees, officers, agents or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of Trust Assets, (g) the existence of rights or interests (beneficial or otherwise) in Trust Assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are

inconsistent with the limitations on liability or authorities and powers of the Trustee, set forth or referenced in this Trust Agreement. Section 3540 of Title 12 of the Act shall not apply to the Trust.

Section 6.14 Dispute Resolution.

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.14 shall be the exclusive mechanism to resolve any dispute between or among the parties hereto, and the Beneficiaries hereof, arising under, related to or with respect to this Trust Agreement (a “**Dispute**”).

(b) Subject to Section 6.14(c), the Bankruptcy Court shall have exclusive jurisdiction over any Dispute.

(c) Before any legal action is commenced in the Bankruptcy Court over a Dispute, written notice of the Dispute will be provided by the party asserting a Dispute to the other party or parties involved in the Dispute detailing the facts and circumstances in dispute and the relief sought (the “**Dispute Notice**”). The parties involved in the Dispute will then have forty-five (45) days from the date of the Dispute Notice to confer with each other in good faith to (a) resolve the Dispute or (b) in the absence of resolution, agree on an alternative dispute resolution (“**ADR**”) process for resolving the dispute (the “**Meet and Confer Period**”). If neither a resolution of the Dispute nor an ADR process are agreed upon by the parties within the Meet and Confer Period, any party to the Dispute with standing to do so may commence an action in or application to the Bankruptcy Court to resolve the Dispute. If the parties to the Dispute agree to ADR, no action in or application to the Bankruptcy Court will be commenced until after the conclusion of the ADR. If the parties choose binding arbitration for ADR, the decision of the arbitrator will be enforceable by the Bankruptcy Court and reviewable only to the extent arbitration decisions are reviewable under Delaware law. Notwithstanding the forgoing, if the imminent expiration of a statute of limitations compels the filing of an action in the Bankruptcy Court with the forgoing, or the Trustee has determined in his or her discretion that resolution of the Dispute cannot be delayed to permit the parties to try to resolve the Dispute or agree on ADR during the Meet and Confer Period, or permit an agreed-upon ADR process to proceed to conclusion (even if ADR is underway), the Parties will be relieved, to the extent applicable, for the requirement of (i) providing a Dispute Notice, (ii) trying to resolve the Dispute or agree on an ADR process during the Meet and Confer Period or (iii) completing agreed-upon ADR before commencing an action in the Bankruptcy Court. Notwithstanding the foregoing, the Delaware Trustee shall not be required to participate in any ADR process and any Dispute involving the Delaware Trustee shall be immediately commenced in the Bankruptcy Court.

(d) For the avoidance of doubt, any dispute with the Debtors, any Post-Emergence Entity or any Released Party under the Plan shall be resolved by the Bankruptcy Court and shall not be subject to the dispute resolution procedures of this Section 6.14.

Section 6.15 Sovereign Immunity. Nothing set forth in the Trust Documents shall be construed as a waiver of a claim of sovereign immunity in any dispute resolution, action or proceeding, including without limitation, any dispute resolution, action or proceeding occurring after the Effective Date.

Section 6.16 Waiver of Jury Trial. Each party hereto, and each Beneficiary hereof hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Trust Agreement to the extent any such proceeding is subject to the jurisdiction of the Bankruptcy Court; provided however, the forgoing waiver shall not apply to the extent any such proceeding is not subject to the jurisdiction of the Bankruptcy Court in accordance with the terms of this Trust Agreement.

Section 6.17 Effectiveness. This Trust Agreement shall not become effective until the Effective Date and until it has been executed and delivered by all the parties hereto.

Section 6.18 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email or other means of Electronic Transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

[TRUSTEE]

[DELAWARE TRUSTEE]

[Signature Page]

EXHIBIT 1

DISTRIBUTION SCHEDULE

[States, District of Columbia, Possessions only]³

³ Local Governments addressed in Section 4.1 of the Trust Agreement.

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

State / Territory	Allocation Percentage (%)
Alabama	2.0247419165%
Alaska	0.2896667848%
American Samoa	0.0217236211%
Arizona	3.0140178860%
California	12.4777824238%
Colorado	2.1081791796%
Connecticut	1.6507153163%
Delaware	0.5697053758%
District of Columbia	0.2283450478%
Georgia	3.5375174884%
Guam	0.0609461388%
Hawaii	0.4118956753%
Idaho	0.6241045098%
Illinois	4.2202637084%
Indiana	2.8126663461%
Iowa	0.9413124204%
Kansas	0.9947946386%
Kentucky	2.5450531139%
Louisiana	1.8588223208%
Maine	0.6793456448%
Maryland	2.6778190124%
Massachusetts	2.9226444855%
Michigan	4.3162911713%
Minnesota	1.6458883651%
Mississippi	1.0942049699%
Missouri	2.5446498748%
Montana	0.3965431036%
N. Mariana Islands	0.0211955079%
Nebraska	0.5292617378%
Nevada	1.5339125253%
New Hampshire	0.7427902357%

New Jersey	3.4955569360%
New Mexico	1.0222816123%
North Carolina	4.1237330089%
North Dakota	0.2157181645%
Ohio	5.5275361682%
Oregon	1.7434302009%
Pennsylvania	5.8212967231%
Puerto Rico	0.9009587792%
Rhode Island	0.5744772938%
South Carolina	1.9529856463%
South Dakota	0.2514737968%
Tennessee	3.4105664806%
Utah	1.4635929649%
Vermont	0.3295779219%
Virgin Islands	0.0400508420%
Virginia	2.8928784807%
Washington	2.9420916534%
West Virginia	1.3525755944%
Wisconsin	2.2307738598%
Wyoming	0.2116433262%

Illustrative Retained Amounts for Prior Settling States

Plan § 6.16(c)(ii)

State	Allocation Percentage (%)	Retained Amount (\$)
Arkansas	1.1689157430%	\$3,198,351.79
Florida	8.1845012179%	\$22,394,183.94
New York	6.4012248237%	\$17,514,837.17
Oklahoma	1.9164956545%	\$5,243,857.27
Texas	7.3940902350%	\$20,231,485.38

EXHIBIT 2

STATE OPIOID COSTS AND FEES ALLOCATION

1. An allocation from the Public Opioid Consideration will be made to fund reimbursements for attorneys' fees and costs for states and political subdivisions in the amount of four and one-half (4.5%) percent of distributions to be allocated to states (the "**State Opioid Costs and Fees Allocation**") and five and one-half (5.5%) percent of distributions to be allocated to political subdivisions (the "**Political Subdivision Costs and Fees Allocation**") (for a total of 10% of distributions of the Public Opioid Consideration).
2. From the State Opioid Costs and Fees Allocation, \$1,800,000 shall be allocated to the fund established pursuant to the agreement thereon attached as Exhibit T to the multistate opioid settlements in connection with Allergan, CVS, Teva, Walgreens, and Walmart (such fund, the "**Joint State Cost Fund**"). All funds paid to the Joint State Cost Fund shall be limited to reimbursing reasonable costs attributable to the investigation or litigation of opioid-related claims, which costs were incurred by or on behalf of States and have not been reimbursed by another source.
3. After payments to the Joint State Cost Fund, all remaining funds from the State Opioid Costs and Fees Allocation shall be paid to each Participating Public Opioid Claimant that is a State on a pro rata basis according to the Distribution Schedule, which payments shall be to compensate for legal work (performed by internal staff, private counsel or both) for a State Attorney General of each Participating Public Opioid Claimant that is a State in connection with Endo-related opioid investigations or litigation; provided that a Participating Public Opioid Claimant that is a State may choose in its sole discretion to redirect some or all of its payment under this paragraph (3) as either (i) an addition to its share of abatement funds or (ii) an addition to the distributions to Local Governments as provided in Section 4.1 of the Trust Agreement.

EXHIBIT 3

[RESERVED FOR LOCAL GOVERNMENTS FEE FUND]

EXHIBIT 4

INVESTMENT GUIDELINES

In General. Only the following investments will be permitted:

- (i) Demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured;
- (ii) U.S. Treasury bills, bonds, and notes, including, but not limited to, long-term U.S. Treasury bills, bonds, notes, and other Government Securities as defined under Section 2(a)(16) of the Investment Company Act of 1940, 15 U.S.C. § 80a-2(a)(16), including, but not limited to, Fannie Mae, Freddie Mac, Federal Home Loan Bank, and Federal Farm Credit; and
- (iii) Repurchase agreements for U.S. Treasury bills, bonds, and notes.

Any such investments shall be made consistently with the Uniform Prudent Investor Act. The determination of the rating of any investments shall be made by the Trust's financial advisor on the date of acquisition of any such investment or on the date of re-investment. The Trust's financial advisor shall reconfirm that all investments of Trust Assets still meet the original rating requirement on a quarterly basis. If the Trust's financial advisors determine that any particular investment no longer meets the rating requirement, there shall be a substitution of that investment with an investment that meets the ratings requirement as promptly as practicable, but in no event later than the next reporting period. Previously purchased securities downgraded below AA may be held for a reasonable and prudent period of time if the Trust's financial advisor believes it is in the interest of the Trust to do so.

The borrowing of funds or securities for the purpose of leveraging, shorting, or other investments is prohibited. Investment in non-U.S. dollar denominated bonds is prohibited. The standing default investment instruction for all cash in any account or subaccount that holds any Trust Assets in cash shall be invested in the BlackRock Fed Fund (CUSIP 09248U700).

EXHIBIT 5

**STATES THAT HAVE DIRECTED DISTRIBUTIONS IN ACCORDANCE WITH NOAT
II**

EXHIBIT 6

CORE STRATEGIES AND APPROVED USES FOR ABATEMENT PROGRAMS

[TO BE INSERTED]

EXHIBIT 7

TRUSTEE FEE SCHEDULE

Exhibit 6-A

Voluntary Opioid Operating Injunction

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO INJUNCTIVE RELIEF TERM SHEET¹

I. DEFINITIONS

- A. “Bankruptcy Code” shall mean title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.
- B. “Bankruptcy Court” shall mean the United States Bankruptcy Court for the Southern District of New York.
- C. “Cancer-Related Pain Care” shall mean care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
- D. “Chapter 11 Cases” shall mean the cases to be commenced by Endo International plc and certain of its direct and indirect subsidiaries in the Bankruptcy Court under chapter 11 of the Bankruptcy Code.
- E. “Confirmation Order” means the order of the Bankruptcy Court entered on [•], 2024, confirming the Plan.
- F. “Debtors” shall mean Endo International plc and certain of its direct and indirect subsidiaries, as debtors and debtors-in-possession in the Chapter 11 Cases.
- G. “Downstream Customer Data” shall mean transaction information that Endo collects relating to its direct customers’ sales to downstream customers, including chargeback data tied to Endo providing certain discounts, “867 data” and IQVIA data.
- H. “Effective Date” shall mean the effective date of the Plan.
- I. “End-of-Life Care” shall mean care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
- J. “Endo” shall mean Endo Pharmaceuticals Inc. (“EPI”), Par Pharmaceutical, Inc. (“PPI”) or, as of and following the Effective Date, the Purchaser Entities (as defined in the Plan) that are successors or assigns of EPI and PPI, as applicable. For the avoidance of doubt, “Endo” shall not include any of the Remaining Debtors (as defined in the Plan) or the Plan Administrator (as defined in the Plan) as of and following the Effective Date.

¹ The terms of this Injunctive Relief Term Sheet are subject to the ongoing review, negotiation, and discussion among the Parties. For the avoidance of doubt, the Parties to this Injunctive Relief Term Sheet have not consented to such document as being in final form and reserve all rights in this regard.

- K. “Endo’s Opioid Business” shall mean Endo’s business operations relating to the manufacture and sale of Opioid Product(s) in the United States and its territories.
- L. “Health Care Provider” shall mean any U.S. based physician or other health care practitioner who is licensed to provide health care services and/or prescribes pharmaceutical products and any medical facility, practice, hospital, clinic, or pharmacy.
- M. “Including but not limited to”, when followed by a list or examples, shall mean that list or examples are illustrative instances only and shall not be read to be restrictive.
- N. “In-Kind Support” shall mean payment or assistance in the form of goods, commodities, services, or anything else of value.
- O. “Lobby” and “Lobbying” shall have the same meaning as “lobbying activities” and “lobbying contacts” under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied in that particular state or locality. As used in this document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.
- P. “OCC” shall mean the Official Committee of Opioid Claimants, appointed in the Chapter 11 Cases.
- Q. “Opioid(s)” shall mean all natural, semi-synthetic, or synthetic chemicals that interact with opioid receptors and act like opium. The term Opioid shall not include such chemicals used in products with an FDA-approved label that lists the treatment of opioid or other substance use disorder, abuse, addiction, dependence, or overdose as their “indications or usage.” For the avoidance of doubt, the term Opioid shall not include the opioid antagonists naloxone or naltrexone.
- R. “Opioid Product(s)” shall mean all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (“FDA”) and listed by the Drug Enforcement Administration (“DEA”) as Schedule II, III, or IV pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone, buprenorphine, or other products with an FDA-approved label that lists the treatment of opioid or other substance use disorder, abuse, addiction, dependence or overdose as their “indications or usage”, insofar as the product is being used to treat opioid abuse, addiction, dependence or overdose, or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (“APIs”) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

- S. “OUD” shall mean opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5)*, as updated or amended.
- T. “Participating State(s)” shall mean Alabama, Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Guam, Hawai’i, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, the U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, and any other state or territory of the United States that timely elects and satisfies the requirements to participate.
- U. “Petition Date” shall mean the date on which the Chapter 11 Cases were commenced.
- V. “Plan” means the [•] *Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors*, filed on [•], 2024, at Docket No. [•].
- W. “Promote,” “Promoting,” “Promotion,” and “Promotional” shall mean dissemination of information or other practices intended or reasonably anticipated to increase sales or prescriptions, or that attempts to influence prescribing practices of Health Care Providers in the United States.
- X. “Qualified Researcher” shall mean any researcher holding a faculty appointment or research position at an institution of higher education, a research organization, a nonprofit organization, or a government agency.
- Y. “Suspicious Order” shall have the same meaning as provided by the Controlled Substances Act, 21 U.S.C. §§ 801-904, and the regulations promulgated thereunder and analogous state laws and regulations.
- Z. “Third Party” shall mean any person or entity other than Endo or a government entity.
- AA. “Treatment of Pain” shall mean the provision of therapeutic modalities to alleviate or reduce pain.
- BB. “Unbranded Information” shall mean any information that does not identify a specific branded or generic product(s).

II. SCOPE

- A. The provisions of this Agreement shall apply immediately upon the Petition Date, but for Sections IV and VI, which shall apply immediately upon the Effective Date. The provisions of this Agreement shall apply both while Endo is in bankruptcy and after Endo emerges from bankruptcy, and they shall apply to the operation of Endo's Opioid Business by any subsequent purchaser (including the Purchaser Entities (as defined in the Plan) and regardless of whether Endo is sold through the bankruptcy process or after bankruptcy, and regardless whether the purchaser buys all or just a portion of Endo's Opioid Business; as such, no reference to the term "Endo" in this Agreement shall be construed as a basis, by itself, to excuse compliance with an obligation by a subsequent purchaser). For the avoidance of doubt, nothing in this Agreement applies to the operation of a subsequent purchaser's pre-existing opioid business or to the Remaining Debtors or Plan Administrator as of and following the Effective Date.
- B. In connection with its Chapter 11 Cases, Endo consents to the entry of a final judgment or consent order, effective upon the Effective Date, imposing all of the provisions of this Agreement in state court in each of the Participating States. During the pendency of the Chapter 11 Cases, this Agreement is enforceable in the Bankruptcy Court. After the Effective Date, this Agreement is enforceable in state court in each of the Participating States. Endo agrees that seeking entry or enforcement of such a final judgment or consent order will not violate any other injunctions or stays that it will seek, or that may otherwise apply, in connection with its Chapter 11 Cases.
- C. Any rights granted to the OCC in this Agreement shall be limited to the time period in which the OCC is in existence, and in no event shall such rights continue in existence beyond the Effective Date, and such rights shall not be enforceable against any subsequent purchaser of Endo's Opioid Business.

III. INJUNCTIVE RELIEF

A. General Provisions

1. Endo shall not make any written or oral statement about Opioids or Opioid Products that is false, misleading, deceptive, unfair or unconscionable.
2. Subject to subsections III.C.2, 4, 6 and 7, III.E.9 and III.F.4 below, Endo shall not make any written or oral statement that any product with an FDA-approved indication for the "relief of pain" or "management of pain" should be used in combination with Opioids to improve efficacy in the Treatment of Pain.
3. Endo shall not represent that Opioids or Opioid Products have approvals, characteristics, uses, benefits, or qualities that they do not have.

B. Ban on Certain High Dose Opioids

1. Endo shall not commence manufacturing, Promoting, or distributing any Opioid Product that exceeds 30 milligrams of oxycodone per pill. For the avoidance of doubt, this restriction shall not apply to the manufacture or distribution of injectable Opioid products used primarily in hospice, hospital, or other inpatient settings.

C. Ban on Promotion

1. Endo shall not engage in Promotion of Opioids or Opioid Products, including but not limited to, by:
 - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers, patients, or members of pharmacy and therapeutics committees or other persons involved in determining the Opioid Products included in formularies;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioids or Opioid Products;
 - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
 - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
 - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; or
 - g. Engaging in Internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or

making content appear among the top results in an Internet search or otherwise be more visible or more accessible to the public on the Internet.

2. Notwithstanding subsection III.C.1 directly above, Endo may:
 - a. Maintain a corporate website;
 - b. Maintain a website that contains principally the following content for any Opioid Product: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider, and Risk Evaluation and Mitigation Strategy (REMS) materials;
 - c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in the state where the information is provided, including but not limited to information necessary for Endo to comply with its regulatory obligations pursuant to the Federal Food, Drug and Cosmetic Act or the Controlled Substances Act;
 - d. Provide the following by mail, electronic mail, on or through Endo's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in the state where the information is provided;
 - e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the recommendations set forth in the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011), as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009), as updated or amended by the FDA;
 - f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;

- g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA’s Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;
 - h. Provide information relating solely to the pricing of any Opioid Product;
 - i. Provide information, through a product catalog or similar means, related to an Opioid or Opioid Product, including, without limitation, pricing information, weight, color, shape, packaging size, type, reference listed drug, National Drug Code (“NDC”) label, and such other descriptive information (including information set forth in a standard Healthcare Distribution Alliance Form or technical data sheet and the FDA approval letter) sufficient to identify the products available, to place an order for a product, and to allow the product to be loaded into a customer’s inventory and ordering system or Third Party pricing compendia;
 - j. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Endo as the source of the information; and
 - k. Provide rebates, discounts, and other customary pricing adjustments to DEA-registered customers and contracting intermediaries, such as Buying Groups, Group Purchasing Organizations, and Pharmacy Benefit Managers, except as prohibited by section III.G.
3. Except as permitted in subsection III.C.4 below, Endo shall not engage in the Promotion of products for the treatment of Opioid-induced side effects (for the avoidance of doubt, “Opioid-induced side effects” does not include OUD addiction, abuse, dependence, or overdose), including but not limited to:
- a. Employing or contracting with sales representatives or other persons to Promote products for the treatment of Opioid-induced side effects to Health Care Providers or patients;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote products for the treatment of Opioid-induced side effects;

- c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote products for the treatment of Opioid-induced side effects; or
 - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote products for the treatment of Opioid-induced side effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.
4. Notwithstanding subsection III.C.3 directly above, Endo may Promote products for the treatment of Opioid-induced side effects (i) so long as such Promotion does not associate the product with Opioids or Opioid Products, or (ii) where such Promotion concerns a product's indication to reverse overdoses and/or treat Opioid addiction. Nothing herein shall prevent Endo from linking to the FDA label associated with a product.
5. Treatment of Pain
 - a. Endo shall not, either through Endo or through Third Parties, engage in Promotion of the Treatment of Pain in a manner that encourages the utilization of Opioids or Opioid Products.
 - b. Endo shall not, either through Endo or through Third Parties, Promote the concept that pain is undertreated in a manner that encourages the utilization of Opioids or Opioid Products.
 - c. Endo shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or otherwise Promotes Opioids or Opioid Products.
6. Notwithstanding subsection III.C.5 directly above, Endo may Promote or provide educational information about the Treatment of Pain with non-Opioid products or therapies, including Promoting or providing educational information about such non-Opioid products or therapies as alternatives to Opioid use so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.
7. Nothing herein shall prevent Endo from sponsoring or providing financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved REMS program or other federal or state law or regulation applicable in the state where the program is provided through an independent Third Party, which shall be responsible for the continuing medical education program's content without the participation of Endo.

D. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Endo shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products. For the avoidance of doubt, this provision shall not prohibit financial incentives (*e.g.*, customary raises or bonuses) based on the performance of the overall company or branded, generics, or sterile injectable business segments, as measured by EBITDA, revenue, cash flow, or other similar financial metrics.
2. Endo shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly to or from any person in return for the prescribing, sale, or use of an Opioid Product. For the avoidance of doubt, this provision shall not prohibit rebates or chargebacks to the extent permitted by other provisions of this Agreement.
3. Endo's compensation policies and procedures shall ensure compliance with this Agreement.

E. Ban on Funding/Grants to Third Parties

1. Subject to subsections III.C.2, 4, 6 and 7, Endo shall not, directly or indirectly, provide financial support or In-Kind Support to any Third Party for Promotion of or education about Opioids, Opioid Products, products indicated for the treatment of Opioid-induced side effects, or the Treatment of Pain. For the avoidance of doubt, this provision does not prohibit support expressly allowed by this Agreement or required by a federal or state agency. This provision does not prohibit an accredited independent continuing medical education grant related to TLC599 or Lidoderm (or any other non-Opioid products or therapies that Endo and the Participating States may subsequently agree shall not be subject to this provision) given in accordance with the Standards for Integrity and Independence in Accredited Continuing Education of the ACCME.
2. Endo shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids, Opioid Products, or the Treatment of Pain. This provision does not prohibit an accredited independent continuing medical education grant related to TLC599 or Lidoderm (or any other non-Opioid products or therapies that Endo and the Participating States may subsequently agree shall not be subject to this provision) given in accordance with the Standards for Integrity and Independence in Accredited Continuing Education of the ACCME.
3. Subject to subsections III.C.2, 4, 6 and 7, Endo shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, products

indicated for the treatment of Opioid-induced side effects, or the Treatment of Pain.

4. Endo shall not use, assist, or employ any Third Party to engage in any activity that Endo itself would be prohibited from engaging in pursuant to this Agreement.
5. Endo shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or reasonably foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.
6. Endo shall not compensate or provide In-Kind Support to Health Care Providers (other than Endo employees) or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payers, *i.e.*, any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers. Nothing in this provision, however, prohibits Endo from using independent contractors who operate under the direction of Endo to provide information to a payor, formulary committee, or other similar entity as permitted in subsection III.C.2, provided that any such persons are bound by the terms of this Agreement. Nor does this provision prohibit the payment of customary rebates or other pricing concessions to third-party payers, including state Medicaid programs, as part of an overall pricing agreement.
7. No officer or management-level employee (vice president-level or above) of Endo may concurrently serve as a director, board member, employee, agent, or officer of any entity (other than Endo International plc or a direct or indirect wholly-owned subsidiary thereof) that primarily engages in conduct that Promotes Opioids, Opioid Products, products indicated for the treatment of Opioid-related side effects, or the Treatment of Pain. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Endo from concurrently serving on the board of a hospital.
8. Endo shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity (other than Endo International plc or a direct or indirect wholly-owned subsidiary thereof) that primarily engages in conduct that Promotes Opioids, Opioid Products, products indicated for the treatment of Opioid-induced side effects, or products indicated for the Treatment of Pain. For the avoidance of doubt, nothing in this paragraph shall prohibit Endo from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or board member at any such entity.
9. For the avoidance of doubt:

- a. Nothing in this section III.E shall be construed or used to prohibit Endo from providing financial or In-Kind Support to:
 - i medical societies and patient advocate groups who are principally involved in issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose; or
 - ii universities, medical institutions, or hospitals, for the purpose of addressing, or providing education on, issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose.
- b. The prohibitions in this section III.E shall not apply to engagement with Third Parties based on activities related to (i) medications with an FDA-approved label that lists only the treatment of opioid abuse, addiction, dependence and/or overdose as their “indications and usage,” to the extent they are sold to addiction treatment facilities; (ii) raw materials, APIs and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials, APIs and/or immediate precursors are sold or marketed exclusively to DEA registrants or sold outside the United States or its territories; or (iii) education warning about drug abuse or promoting prevention or treatment of drug misuse.
- c. Endo will be in compliance with subsections III.E.2 and III.E.3 with respect to support of an individual Third Party to the extent that a Participating State determines that such support does not increase the risk of the inappropriate use of Opioids and that Endo has not acted for the purpose of increasing the use of Opioids.

F. Lobbying Restrictions

1. Endo shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:
 - a. encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids; or
 - b. pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.

2. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:
 - a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;
 - b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;
 - c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;
 - d. The limitation of initial prescriptions of Opioids to treat acute pain;
 - e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;
 - f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;
 - g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or
 - h. The implementation or use of Opioid drug disposal systems.
3. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of prescription drug monitoring programs (“PDMPs”), including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
4. Notwithstanding the foregoing restrictions in subsections III.F.1-3, the following conduct is not restricted:
 - a. Lobbying against the enactment of any provision of any state, federal, municipal, or county taxes, fees, assessments, or other payments;
 - b. Challenging the enforcement of, or suing for declaratory or injunctive relief with respect to legislation, rules or regulations referred to in subsection III.F.1;

- c. Communications made by Endo in response to a statute, rule, regulation, or order requiring such communication;
 - d. Communications by an Endo representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as a result of a mandatory order or subpoena commanding that person to testify;
 - e. Responding, in a manner consistent with this Agreement, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Endo from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation;
 - f. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections III.F.1-3, so long as Endo does not support specific portions of such legislation or regulation covered by subsection III.F.1 or oppose specific portions of such legislation or regulation covered by subsections III.F.2-3;
 - g. Making a public comment to a federal or state agency in response to a Federal Register or similar notice or an unsolicited federal or state legislative committee request for public comment on proposed legislation;
 - h. Responding to requests from the DEA, the FDA, or any other federal or state agency or legislative or administrative body, and/or participating in FDA or other agency panels at the request of the agency; and
 - i. Participating in meetings and other proceedings before the FDA, FDA advisory committee or other FDA committee in connection with the approval, modification of approval, or oversight of Endo's own products.
5. Endo shall provide notice of the prohibitions in section III.F to all employees engaged in Lobbying; incorporate the prohibitions in section III.F into trainings provided to Endo employees engaged in Lobbying; and certify that it has provided such notice and trainings to Endo employees engaged in Lobbying.

G. Ban on Prescription Savings Programs

1. Endo shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product.
2. Endo shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product.

3. Endo shall not directly or through Third Parties assist patients, Health Care Providers, or pharmacies regarding the claims and/or prior authorization process required for third party payers to approve claims involving any Opioid Product.

H. Monitoring and Reporting of Direct and Downstream Customers

1. Endo shall operate an effective monitoring and reporting system in compliance with 21 C.F.R. § 1301.71(a), 21 C.F.R. §1301.74(b), 21 U.S.C. § 823(d) and Section 3292 of the SUPPORT for Patients and Communities Act that shall include processes and procedures that:
 - a. Utilize all reasonably available transaction information to identify a Suspicious Order of an Opioid Product by a direct customer;
 - b. Utilize all reasonably available Downstream Customer Data to identify whether a downstream customer poses a material risk of diversion of an Opioid Product;
 - c. Utilize all information Endo receives that bears upon a direct customer's or a downstream customer's diversion activity or potential for diversion activity, including reports by Endo's employees, customers, Health Care Providers, law enforcement, state, tribal, or federal agencies, or the media; and
 - d. Upon request of the Attorney General or controlled substances regulatory agency of a Participating State (unless otherwise required by law), report to such requesting State Attorney General or agency any direct customer or downstream customer in such State identified as part of the monitoring required by (a)-(c), above, and any customer relationship in such State terminated by Endo relating to diversion or potential for diversion. These reports shall include the following information, to the extent known to Endo:
 - i The identity of the downstream registrant and the direct customer(s) identified by Endo engaged in the controlled substance transaction(s), to include each registrant's name, address, business type, and DEA registration number;
 - ii The dates of reported distribution of controlled substances by direct customers to the downstream registrant during the relevant time period;
 - iii The drug name, drug family or NDC and dosage amounts reportedly distributed;

- iv The transaction or order number of the reported distribution; and
 - v A brief narrative providing a description of the circumstances leading to Endo's conclusion that there is a risk of diversion.
2. Endo shall not provide to any direct customer an Opioid Product to fill an order identified as a Suspicious Order unless Endo investigates and finds that the order is not suspicious.
 3. Upon request, Endo shall promptly provide reasonable assistance to law enforcement investigations of potential diversion and/or suspicious circumstances involving Opioid Products in the United States.
 4. Endo agrees that it will refrain from providing an Opioid Product directly to a retail pharmacy or Health Care Provider. For avoidance of doubt, "retail pharmacy" does not include pharmacies directly affiliated with medical insurance companies that principally fill prescriptions by mail delivery or private delivery services such as UPS or FedEx.

I. Miscellaneous Terms

1. To the extent that any provision in this Agreement conflicts with federal or relevant state law or regulation, the requirements of the law or regulation will prevail. To the extent that any provision in this Agreement is in conflict with federal or relevant state law or regulation such that Endo cannot comply with both the law or regulation and the provision of this Agreement, Endo may comply with such law or regulation. In the event Endo identifies such a conflict, it shall provide written notice to the Attorney General of the relevant State(s) pursuant to section V.D below.
2. The Participating States and Endo enter into this Agreement solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession concerning the strength or weakness of any claim or defense, or concerning any other matter of fact or law. Endo expressly denies any violation of law, rule, or regulation or any liability or wrongdoing. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Endo. Nor shall any part of this Agreement be construed as approval by any Participating State of any prior business act or practice. This Agreement is not intended for use by any Third Party for any purpose, including submission to any court for any purpose; provided, however, that the OCC or the Future Claims Representative ("FCR") may enforce those provisions of this Agreement that establish specific information rights in the Bankruptcy Court only during the OCC's and FCR's existence (respectively), and in no event after the Effective Date.

3. For the avoidance of doubt, this Agreement shall not be construed or used as a waiver or limitation of any defense otherwise available to Endo in any action, and nothing in this Agreement shall be construed or used to prohibit Endo in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in litigation or other legal or administrative proceedings.
4. Nothing in this Agreement shall be construed to limit or impair Endo's ability (a) to communicate its positions and respond to media inquiries concerning litigation, investigations, reports, or other documents or proceedings relating to Endo or its Opioid Products, or (b) to maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products.
5. Upon the request of the Attorney General of any Participating State (or the OCC or FCR), Endo shall provide the Attorney General of such Participating State (or the OCC or FCR for informational purposes only, not to be shared with any other person, and subject to the confidentiality provisions of the Protective Order in the Chapter 11 Cases) with copies of the following, within 30 days of the request:
 - a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Endo's Opioid Product(s); and
 - b. Warning or untitled letters issued by the FDA regarding Endo's Opioid Product(s) and all correspondence between Endo and the FDA related to such letters.
6. The parties by stipulation may agree to a modification of this Agreement, which modified agreement shall be presented to the court specified in section II.B for approval; provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both Endo and the Attorney(s) General of the Participating State(s).
7. During the time period in which the OCC is in existence, no modification may be made to any provision granting rights to the OCC without the OCC's consent. Similarly, during the time period in which the FCR is in existence, no modification may be made to any provision granting rights to the FCR without the FCR's consent.
8. Endo shall provide regular training, at least once per year, to relevant employees on their obligations imposed by this injunction. Endo shall provide such training to any new relevant employees in the course of their onboarding.

J. Compliance with Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid or Any Opioid Product

1. Subject to subsection III.I.1 above, Endo shall comply with all applicable laws and regulations that relate to the sale, Promotion, distribution, and disposal of any Opioid or any Opioid Product, including but not limited to:
 - a. [State] Controlled Substances Act, including all guidance issued by the applicable state regulator(s) and related regulations;
 - b. The Federal Controlled Substances Act, including all guidance issued by the DEA;
 - c. The Federal Food, Drug and Cosmetic Act, or any regulation promulgated thereunder;
 - d. FDA Guidances;
 - e. [State] Consumer Protection Laws; and
 - f. [State] laws and regulations related to opioid prescribing, distribution, and disposal.
2. For avoidance of doubt, this section J shall not apply to products that Endo stopped selling prior to the Petition Date.

IV. CLINICAL DATA TRANSPARENCY

A. Data to Be Shared

1. Endo shall continue to share summaries of the results of all prior Endo-Sponsored Studies through its publicly available website (see <http://www.endo.com/endopharma/r-d/clinical-research>):
 - a. “Endo-Sponsored Studies” means pre-marketing clinical research and post-marketing clinical research that Endo “takes responsibility for and initiates” as “sponsor,” as “sponsor” is defined in 21 C.F.R. § 312.3(b), and that involves an intervention with human subjects with an Opioid Product.
 - b. The summaries shall be truthful and balanced and may include redactions to protect personal identifying information, trade secret and confidential commercial information, and information that may provide a road map for defeating a product’s abuse-deterrent properties.
2. With respect to any Endo-Sponsored Studies relating to any new Endo Opioid Product, whether acquired or developed, or any new indication for an Endo

Opioid Product sold by Endo as of the Petition Date, Endo shall, within 30 days after regulatory approval or 18 months after study completion, whichever occurs later, make the following clinical data available through a third-party data archive that makes clinical data available to Qualified Researchers with a bona fide scientific research proposal:

- a. Fully analyzable data set(s) (including individual de-identified participant-level data);
 - b. The clinical study report(s) redacted for commercial or personal identifying information;
 - c. The full protocol(s) (including the initial version, final version, and all amendments); and
 - d. Full statistical analysis plan(s) (including all amendments and documentation for additional work processes) and analytic code.
3. With respect to any Endo-Sponsored Studies relating to Opana or Opana ER conducted prior to the Petition Date, information required in subsection IV.A.2 above shall be made available as described in that subsection within 60 days after the Effective Date.

B. Third-Party Data Archive

- a. The third-party data archive referenced above shall have a panel of reviewers with independent review authority to determine whether the researchers are qualified, whether a research application seeks data for bona fide scientific research, and whether a research proposal is complete.
- b. The panel may exclude research proposals with a commercial interest.
- c. Endo shall not interfere with decisions made by the staff or reviewers associated with the third-party data archive.
- d. Any data sharing agreement with a Qualified Researcher who receives shared data via the third-party data archive shall contain contact information for Endo's pharmacovigilance staff. Every agreement shall require the lead Qualified Researcher to inform Endo's pharmacovigilance staff within 24 hours of any determination that research findings could bear on the risk-benefit assessment regarding the product. The lead Qualified Researcher may also share findings bearing on the risk-benefit assessment regarding the product with regulatory authorities. Endo's pharmacovigilance staff shall take all necessary and appropriate steps upon receipt of such safety information, including but not limited to notifying the appropriate regulatory authorities or the public.

- e. Endo shall bear all costs for making data and/or information available to the third-party data archive.

V. ENFORCEMENT

- A. For the purpose of resolving disputes with respect to Endo's compliance with this Agreement, should any Participating State have a reasonable basis to believe that Endo has engaged in a practice that violates a provision of this Agreement, such Participating State shall notify Endo in writing of the specific objection, identify with particularity the provision of the Agreement that the practice allegedly violates, and give Endo thirty (30) days to respond in writing to the notification; provided, however, that any Participating State may take any action authorized by law if such Participating State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action. Promptly after Endo's receipt of a written notice from a Participating State under this section, Endo shall provide such written notice to the OCC and FCR for informational purposes only, not to be shared with any other person, and subject to the confidentiality provisions of the Protective Order in the Chapter 11 Cases.
- B. Upon receipt of written notice, Endo shall provide a good-faith written response to the applicable Participating State's notification, with a copy to the OCC and FCR for informational purposes only, not to be shared with any other person, and subject to the confidentiality provisions of the Protective Order in the Chapter 11 Cases, containing either a statement explaining why Endo believes it is in compliance with the relevant provision of the Agreement, or a detailed explanation of how the alleged violation occurred and a statement explaining how and when Endo intends to remedy or has remedied the alleged breach. Nothing in this section shall be interpreted to limit a Participating State's investigative authority with respect to conduct occurring after the Effective Date, to the extent such authority exists under applicable law, after providing Endo an opportunity to respond to the notification described in section V.A above, and Endo reserves all of its rights in responding to a Civil Investigative Demand (CID) or investigative subpoena issued pursuant to such authority.
- C. The applicable Participating State may agree, in writing (with a copy to be promptly provided by Endo to the OCC and FCR for informational purposes only, not to be shared with any other person, and subject to the confidentiality provisions of the Protective Order in the Chapter 11 Cases), to provide Endo with additional time beyond thirty (30) days to respond to a notice provided under section V.A above.
- D. In the event of a conflict between the requirements of the Agreement and any other law, regulation, or requirement such that Endo cannot comply with the law without violating the terms of the Agreement or being subject to adverse action, including fines or penalties, Endo shall document such conflicts and notify the applicable Participating State of the extent to which Endo will comply with the Agreement in order to eliminate the conflict within thirty (30) business days of Endo's discovery of the conflict. Endo

shall comply with the terms of the Agreement to the fullest extent possible without violating the law.

- E. Endo or a Participating State may request that Endo and such Participating State meet and confer regarding the resolution of an actual or potential conflict between the Agreement and any other law, or between interpretations of the Agreement by different courts. In the event such Participating State disagrees with Endo’s interpretation of the conflict, such Participating State reserves the right to pursue any remedy or sanction that may be available regarding compliance with this Agreement. Nothing herein is intended to modify or extend the jurisdiction of any judicial authority as provided by law.
- F. During the pendency of the Chapter 11 Cases, any (i) assertion of claims that Endo has violated the Agreement, (ii) commencement of any separate civil action to enforce compliance with this Agreement or (iii) assertion of other rights relating to or arising out of this Agreement, in each case, by a Participating State or any interested party shall be asserted in or brought before the Bankruptcy Court, and the Bankruptcy Court shall have exclusive jurisdiction over such action.
- G. After the Effective Date, and subject to the notice provision and exception thereto described in section V.A above, the applicable Participating State shall be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody, or control of Endo that relate to Endo’s compliance with the relevant provision of the Agreement pursuant to such Participating State’s CID or investigative subpoena authority and may assert any claim that Endo has violated the Agreement in a separate civil action to enforce compliance with this Agreement.

VI. PUBLIC DISCLOSURE

A. Definitions

As used in this section:

“Document(s)” means original or duplicate writings, recordings, or photographs as defined in Federal Rule of Evidence 1001.

“Endo Witness” means a witness who testified, whether at deposition or trial, in his or her capacity as a current or former Endo employee.

“Opioid-Related Action” means any of the following: the Opioid Multi-District Litigation (*In re Nat’l Prescription Opiate Litig.*, No. 1:17-MD-2804 (N.D. Ohio)); any of the constituent cases pending in the Opioid Multi-District Litigation; and any action pending in any other forum in the United States or its territories that asserts claims substantially similar to the foregoing in a forum other than the Opioid Multi-District Litigation. For avoidance of doubt, a case that asserts antitrust- or patent-based claims is not an Opioid-Related Action for purposes of this section.

“Testimony” means any writing or recording of sworn testimony taken of an Endo Witness during a court proceeding or deposition in an Opioid Related Action.

B. Documents Subject to Public Disclosure

1. Endo shall provide the following Documents to the Participating States to be placed in a public document repository for public disclosure in perpetuity, except for the redactions authorized by section C:
 - a. All Documents and privilege logs Endo produced to any of the parties (including the Participating States) in Opioid-Related Actions, in response to opioid-related investigative demands, or in response to other formal or informal opioid-related production requests, prior to the Petition Date.
 - b. All Documents and privilege logs Endo produced in the Opioid Multi-District Litigation (*In re Nat’l Prescription Opiate Litig.*, No. 1:17-MD-2804 (N.D. Ohio)) prior to the Petition Date.
 - c. All Testimony from the matters identified in paragraphs B.1.a and B.1.b.
 - d. Notwithstanding the foregoing, Endo need not provide a Document that is a duplicate of another Document that it provides to the Participating States. The parties shall work cooperatively to identify an efficient, timely, and cost-effective means of identifying duplicate Documents that need not be provided.
2. All documents produced under this provision shall be provided in electronic format with all related metadata to the extent that such metadata are not exempt from public disclosure under section VI.C. Endo and the Participating States will work cooperatively to develop technical specifications for the productions. Certain details related to requirements set forth in this subsection and in subsections C and D below shall be delineated by letter agreement between Endo and a Participating State at a later date as authorized by the Bankruptcy Court.

C. Information That May Be Redacted

The following categories of information are exempt from public disclosure:

1. Information subject to trade secret protection. A “trade secret” is information, including a formula, pattern, compilation, program, device, method, technique or process, that (a) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Even if the information falls within the definition, “trade secret” does not include information

or communications concerning the sale, marketing, or promotion of Opioid Products.

2. Confidential personal information. “Confidential personal information” means individual Social Security or tax identification numbers, personal financial account numbers, passport numbers, driver license numbers, home addresses, personal telephone numbers, personal email addresses, and other personally identifiable information protected by law from disclosure. “Confidential personal information” does not include the names of prescribers or of officers, directors, employees, agents, attorneys, or consultants of Endo or of a government agency.
3. Information that is inappropriate for public disclosure because it is subject to personal privacy interests recognized by law (e.g., HIPAA), or the confidentiality interests of third parties that Endo may not abrogate.
4. Information regarding Endo employees’ personal matters unrelated to Endo (including emails produced by Endo custodians discussing vacation or sick leave, family, or other personal matters), or such other matters on which Endo and the Participating States may agree. For avoidance of doubt, no Endo employee shall be construed to be a third-party beneficiary of this Agreement based on this exemption.
5. Information subject to the attorney-client privilege, work product protection, or other legally valid privilege.

D. Redaction of Documents Containing Protected Information

1. Whenever a Document contains information subject to an exemption under section C, Endo must provide the Document in redacted form and indicate the basis for each such redaction in the Document’s metadata. Endo shall narrowly tailor its redactions so as to protect only the information that is exempt from disclosure under section C. The redacted documents produced by Endo may be publicly disclosed in accordance with Section F below.
2. Endo must provide to the Participating States a redaction log identifying the basis for each redaction, with sufficient detail to allow assessment of the redaction’s merits. The log is subject to public disclosure in perpetuity. The log shall be produced simultaneously with the production of documents required by Section G.
3. In addition to the redacted documents, Endo shall, upon the Participating States’ request, also produce to the Participating States all documents identified in section B above in unredacted form (except for redactions pursuant to section C.5 above). Such unredacted documents shall be available only to the Participating States unless Endo’s claim of exemption under section C is successfully

challenged in accordance with this section, or the trade secret designation expires in accordance with section E.

4. Anyone, including members of the public and the press, may challenge the appropriateness of redactions by providing written notice to Endo and a Participating State, which Participating State shall review the challenge and inform Endo of whether the challenge has sufficient merit to warrant triggering the remaining provisions of this paragraph. If the challenge is not resolved by agreement, it must be resolved in the first instance by a third party to be jointly appointed by the Participating States and Endo to resolve such challenges. The decision of the third party may be appealed to a court with enforcement authority over this Agreement. If not so appealed, the third party's decision is final. In connection with such challenge, a Participating State may provide copies of relevant unredacted documents to the parties or the decisionmaker, subject to appropriate confidentiality and/or in camera review protections, as determined by the decisionmaker. Each party shall bear its own costs in any such redaction challenge process.

E. Review of Trade Secret Redactions

Seven years after the Effective Date, Endo (or any purchaser of substantially all of Endo's assets) shall review all assertions of trade secret protection made in accordance with section C.1 and provide the Participating States with a correspondingly updated redaction log in the same format as the initial redaction log required by section D. Any newly unredacted documents may then be publicly disclosed by the Participating States in accordance with section F.

F. Public Disclosure through a Document Repository

The Participating States shall coordinate to publicly disclose all Documents subject to public disclosure pursuant to this section through a public repository maintained by a governmental, non-profit, or academic institution or entity. The Participating States shall coordinate to specify the terms of any such repository's use, protection, and preservation of those Documents, including allowing the repository to index, screen, and make searchable all Documents subject to public disclosure.

G. Timeline for Production

Endo must produce all required Documents within nine months from the Effective Date. This timeline may be extended by written agreement between Endo and the Participating State(s) taking delivery of Endo's Documents pursuant to section F.

H. Costs

Endo shall pay the reasonable costs and expenses associated with the review of Endo's Documents subject to public disclosure. In addition, Endo shall pay \$2.75 million on the

Effective Date, but in any event no later than immediately prior to the conversion or dismissal of the Chapter 11, to help defray the costs and expenses of the establishment and maintenance of the public document repository. All costs and expenses in excess of this amount shall be paid by the Gross Public Settlement. For the avoidance of doubt, this amount is in addition to the Company's obligation to pay the reasonable costs and expenses associated with the review of the Company's documents to be disclosed through the public document repository.

VII. COMPLIANCE TERM

- A. Unless addressed in section VII.B or VII.C, each provision of this Agreement shall apply for 8 years from the Petition Date.
- B. The provisions of section III.A ("General Provisions"), section III.C ("Ban on Promotion"), section III.D ("No Financial Reward or Discipline Based on Volume of Opioid Sales"), section III.G ("Ban on Prescription Savings Programs"), section III.H ("Monitoring and Reporting of Direct and Downstream Customers"), section III.I ("Miscellaneous Terms"), section III.J ("Compliance with Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid or Any Opioid Product"), and section VI ("Public Disclosure") shall not be subject to any term.

Exhibit 6-B

VOI Side Letter

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

MUTUAL LETTER OF UNDERSTANDING¹

This mutual letter of understanding (the “Mutual Letter of Understanding”)² is entered into as of the date set forth below, by and between Endo,³ the Purchaser Parent, the University of California, San Francisco (“UCSF”), Johns Hopkins University (“JHU”), and the Commonwealth of Massachusetts, on behalf of the Participating States⁴ (“Massachusetts,” and each of Endo, UCSF, JHU, and Massachusetts, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, as part of the Debtors’ pre-petition settlement efforts, the Debtors engaged in extensive negotiations with the Endo EC to reach an agreement in principle regarding a set of consensual injunctive terms that was intended to govern the Debtors’ opioid-related conduct during the Debtors’ chapter 11 cases (the “Voluntary Operating Injunction”), which is now supported by forty-five States, Washington D.C., and the territories of Guam, Puerto Rico, and the U.S. Virgin Islands.

WHEREAS, on September 9, 2022, the Debtors filed a motion seeking entry of a preliminary injunction pursuant to section 105(a) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 7001(7) and 7065 (the “Preliminary Injunction”) and requesting that the U.S. Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) enter the Voluntary Operating Injunction.

WHEREAS, on November 16, 2022, the Bankruptcy Court entered an order (i) granting the Debtors’ request for the Preliminary Injunction, which enjoined certain opioid-related actions brought by governmental entities for a period of 270 days from the date of the order, to August 12,

¹ The terms of this Mutual Letter of Understanding are subject to the ongoing review, negotiation, and discussion among the Parties. For the avoidance of doubt, the Parties to this Mutual Letter of Understanding have not consented to such document as being in final form and reserve all rights in this regard.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the [•] *Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (together with all schedules and exhibits thereto, as may be modified, amended, or supplemented from time to time, the “Plan”).

³ “Endo” shall mean Endo Pharmaceuticals Inc., (“EPI”), Par Pharmaceutical, Inc. (“PPI”), and any Debtor or Affiliates acting on behalf of EPI or PPI in the United States or, as of and following the Effective Date, the Purchaser Entities (as defined in the Plan) that are successors or assigns of EPI and PPI, as applicable. For the avoidance of doubt, “Endo” shall not include any of the Remaining Debtors (as defined in the Plan) or the Plan Administrator (as defined in the Plan) as of and following the Effective Date. “Endo” also includes the Debtors

⁴ “Participating State(s)” shall mean Alabama, Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Guam, Hawai’i, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, the U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, and any other state or territory of the United States that timely elects and satisfies the requirements to participate.

2023, and (ii) enjoining the Debtors pursuant to the terms of the Voluntary Operating Injunction (Adv. Proc. No. 22-07039 (JLG), Docket No. 63, Filed 11/16/22) (the “Injunction Order”).

WHEREAS, on August 13, 2023, the Bankruptcy Court entered an order (i) extending the Preliminary Injunction to February 8, 2024 and (ii) continuing to enjoin the Debtors pursuant to the terms of the Voluntary Operating Injunction, Adv. Proc. No. 22-07039 (JLG), [Docket No. 87] (Filed 8/13/2022) (the “Extension Order”).⁵

WHEREAS, the Debtors initially sought to sell substantially all of their assets through a sale process, but later engaged in negotiations with various stakeholders, resolved key issues that had previously presented barriers to the Debtors’ pursuit of a chapter 11 plan of reorganization, and pursued a largely consensual chapter 11 plan.

WHEREAS, on January 9, 2024, the Debtors filed the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Docket No. 3535], and the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3536].

WHEREAS, the Plan presents a comprehensive means of implementing various resolutions that reflect consensus built in the Debtors’ chapter 11 cases and preserves resolutions reached in the chapter 11 cases, including the Debtors’ agreement to be bound by the Voluntary Operating Injunction.

WHEREAS, pursuant to the Voluntary Operating Injunction, Endo is (i) required to produce certain documents to certain Participating States for public disclosure, (ii) responsible for the reasonable costs and expenses associated with the review of Endo’s documents subject to public disclosure and (iii) required to pay \$2.75 million to help defray the costs and expenses of the establishment and maintenance of the public document repository.

WHEREAS, the Voluntary Operating Injunction provides that the documents are “to be placed in a public document repository for public disclosure in perpetuity” and contemplates that the documents shall be available to the public for many years, providing, for example, that the “provisions of . . . section VI (‘Public Disclosure’) shall not be subject to any term” and that “[s]even years after the Effective Date [as defined in the Voluntary Operating Injunction], Endo (or any purchaser of substantially all of Endo’s assets) shall review all assertions of trade secret protection . . . and provide the Participating States with a correspondingly updated redaction log” and that “[a]ny newly unredacted documents may then be publicly disclosed by the Participating States . . .”

WHEREAS, Endo has presently identified approximately 5 million documents (approximately 20 million pages) that are documents subject to public disclosure as described in the Voluntary Operating Injunction, Section VI. However, Endo and Massachusetts, on behalf of the Participating States, are working cooperatively to refine this production consistent with the

⁵ The Voluntary Operating Injunction is attached to the Injunction Order and Extension Order as Appendix 1.

protocols set forth in Appendix 2 and anticipate that the final number of documents included in the repository will be significantly lower.

WHEREAS, as described more fully in the Voluntary Operating Injunction, Endo shall redact the documents to protect certain information specified in the Voluntary Operating Injunction and Appendix 2 and produce the documents to be disclosed, including redacted documents, to the Participating States within nine (9) months after the Effective Date,⁶ together with a redaction log, unless that timeline is extended by written agreement, as set forth in the Voluntary Operating Injunction.

WHEREAS, Massachusetts has a long history of leadership in disclosing documents in landmark cases to benefit the public health.

WHEREAS, Massachusetts, on behalf of the Participating States and with the Endo EC's agreement, selected UCSF and JHU to host the public document repository in light of UCSF's and JHU's collective expertise in hosting similar repositories for other public health-related topics and existing library of opioid-related documents. UCSF and JHU are collaborating to create a public repository of documents connected with opioid litigation, which will be used by researchers, journalists, lawyers, patients' advocates groups, policymakers, and others to understand the causes of the opioid epidemic and to implement solutions to address the opioid epidemic public health crisis. The public repository already contains multiple document collections from opioid litigation against other manufacturers and will continue to expand.

WHEREAS, Endo will, to the Participating States' satisfaction and in accordance with the terms of the Voluntary Operating Injunction and Appendix 2, produce hard drives containing copies of the documents to UCSF to be added to the existing archive hosted by UCSF in collaboration with JHU and to be disclosed in the public document repository.

WHEREAS, the activities hereunder will further UCSF's and JHU's instructional, scholarship and research objectives in a manner consistent with their status as non-profit, tax-exempt, educational institutions.

WHEREAS, the terms of this Mutual Letter of Understanding are intended to memorialize (i) key terms of the Voluntary Operating Injunction and (ii) the components of the Public Disclosure Requirement set forth in Section VI of the Voluntary Operating Injunction between Endo and the Participating States that are not reflected in the publicly filed documents.

NOW, THEREFORE, it is hereby agreed by the undersigned that:

1. Endo shall produce hard drives containing the documents, to the Participating States' satisfaction and in accordance with Section VI.B.1 of the Voluntary Operating Injunction and Appendix 2, to UCSF within nine (9) months of the Effective Date of the Plan.

⁶ As set forth in the Voluntary Operating Injunction, "Effective Date" shall mean the effective date of the Plan.

2. UCSF and JHU shall disclose and store the documents in a public archive for a period of at least twenty years, with the goal that the documents will be available to the public in perpetuity, or for as long as technical infrastructure and funding can be sustained. UCSF and JHU shall have the right to publish and disseminate information derived from the performance of work hereunder.
3. Endo shall pay (i) the reasonable costs and expenses associated with the review and redaction of Endo's documents subject to public disclosure and (ii) UCSF and JHU (collectively) \$2.75 million (such funds, the "Expense Funds") on or as soon as practicable after the Plan's Effective Date, to help defray the costs and expenses of the establishment and maintenance of the public document repository as provided for in Section VI.H of the Voluntary Operating Injunction. UCSF and JHU shall allocate these funds between the two institutions pursuant to a separate agreement.
4. UCSF and JHU shall each deliver annually a report to Massachusetts containing a reasonably detailed accounting of their respective allocation of the Expense Funds through 2029 or through such time the Expense Funds have been exhausted.
5. Unless so required by law or regulation, the Parties shall not use directly or by implication the names, trademarks, logos, or trade dress of another Party, nor any of another Party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of another Party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the express prior written permission of an authorized official of such other Party. For the avoidance of doubt, Parties may reference the name of the Parties in connection with proceedings before courts and regulatory agencies when reasonably necessary.
6. It is understood and agreed that the Parties to this Mutual Letter of Understanding shall not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to another Party unless such liability is imposed by law, and that this Mutual Letter of Understanding shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the others or against third parties,
7. It is furthermore understood and agreed that Endo shall redact disclosed documents in accordance with the provisions of the Voluntary Operating Injunction and Appendix 2. Endo or the Purchaser Parent may maintain redactions for attorney-client privilege, work product protection, or other legally valid privileges asserted pursuant to Section VI.C.5 of the Voluntary Operating Injunction even with respect to the unredacted set of documents to be produced pursuant to Section VI.D.3 of the Voluntary Operating Injunction, so as to not constitute a waiver, provided that, if there is a challenge to any redaction made pursuant to Section VI.C.5 of the Voluntary Operating Injunction, the Participating States reserve all rights to seek *in camera* review of such documents without any redactions, by either the third party appointed pursuant to Section VI.D.4 of the Voluntary Operating Injunction, in the first instance, or by the Bankruptcy Court, if any portion of the third party's decision is appealed by any party.

8. Nothing in this Letter Agreement is intended to abrogate the rights of any of the Participating States, including any Participating State's right to request copies of the documents subject to public disclosure in redacted or unredacted form or challenge the appropriateness of redactions pursuant to Section VI.D or trade secrets pursuant to Section VI.E of the Voluntary Operating Injunction. Copies of redacted documents shall be provided by UCSF to a requesting Participating State, provided that the Participating State is responsible for any costs associated with the copying and transmittal of the documents.
9. Endo and Massachusetts, or such other Participating States as may be appropriate, shall work cooperatively to identify and contract with an appropriate third party to review redaction challenges upon necessity of reaching a redaction challenge that is not resolved by agreement pursuant to Section VI.D.4 of the Voluntary Operating Injunction.
10. UCSF and JHU shall not remove or cause to be removed any redactions from the documents produced and are free to make such further redactions as are necessary and appropriate to protect the personal privacy of individuals, particularly recognizing that standards for de-identification and re-identification may evolve with the advance of technology. UCSF and JHU will make a good faith effort to prevent the release of any information that is exempt from public disclosure by (1) utilizing software compliant with applicable state and federal privacy law to sample documents to confirm that such information is not present, and (2) implementing policies to remove or redact documents in the public archive if they are found to contain such information. The Parties agree to cooperate in good faith in any effort to (1) remove from the repository any personal information the disclosure of which is prohibited by the Voluntary Operating Injunction or Appendix 2, and (2) determine whether such information has been accessed by third parties.
11. In the event any Party discovers that any document contains information exempt from public disclosure pursuant to Section VI.C of the Voluntary Operating Injunction or Appendix 2, the discovering Party shall provide notice to the other Party and the Parties shall work cooperatively to remove such information from any public repository.
12. If Endo identifies a document it produced pursuant to paragraph 1 that is subject to further redaction pursuant to the Voluntary Operating Injunction or Appendix 2, it will provide to UCSF (industrydocuments@ucsf.edu) and to JHU (opioidarchive@jh.edu) a redacted version for substitution in the repository, and UCSF and JHU will make such substitution as soon as practicable upon confirmation that further redaction is consistent with the Voluntary Operating Injunction and Appendix 2.
13. The Parties agree to be bound by the protocol relating to de-duplication, e-mail threading, format of production, embedded objections, redaction, and the handling of special categories of documents, as set forth in the attached **Appendix 2**.
14. This agreement is subject to approval of the Bankruptcy Court. Any court order approving the Mutual Letter of Understanding shall contain provisions (i) authorizing

Endo to execute this Mutual Letter of Understanding and any additional documents required to effectuate the terms of the Voluntary Operating Injunction, (ii) authorizing Endo to pay to UCSF and JHU, collectively, the sum of \$2,750,000 on or promptly after the Effective Date and (iii) making the terms of this Mutual Letter of Understanding and the Voluntary Operating Injunction binding upon any successor to Endo or purchaser of Endo's assets. In addition, such court order shall provide that to the extent there is any inconsistency between the terms of the Voluntary Operating Injunction and this Mutual Letter of Understanding (including all appendices), the terms of this Mutual Letter of Understanding (including all appendices) shall govern.

IN WITNESS WHEREOF, each party, by its duly authorized representative, affixes its signature hereto as of the date indicated below.

[Remainder of page intentionally left blank.]

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

Dated: [•]

Endo Pharmaceuticals, Inc.

By: /s/ DRAFT
Matthew J. Maletta
Executive Vice President, Chief Legal
Officer, and Company Secretary

The Commonwealth of Massachusetts

By: /s/ DRAFT
[Lisa Gaulin]
Office of the Massachusetts Attorney
General
One Ashburton Place
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Johns Hopkins University

By: /s/ DRAFT
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Endo, Inc.

By: /s/ DRAFT
[•]

**The Regents of the University of
California on behalf of its San Francisco
campus**

By: /s/ DRAFT
Sam Hawgood, MBBS
Chancellor, University of California San
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WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES

Appendix 2¹

ENDO DOCUMENT REPOSITORY AGREED-UPON PROTOCOLS

The below protocols (the “**Protocols**”) relate to Endo’s² compliance with the Public Disclosure obligations of the November 16, 2022 Voluntary Operating Injunction (as amended, the “**VOI**”) (*i.e.*, VOI Section VI, hereinafter, the “**VOI Repository Obligations**”). The Protocols memorialize Endo’s and the Participating States’ agreement with respect to certain Protocols that will be adopted in connection with Endo’s satisfaction of its VOI Repository Obligations, as provided for herein and in accordance with VOI Section VI.B.2. To the extent that these Protocols conflict with the specific provisions of Endo’s VOI Repository Obligations, the Parties agree that these Protocols shall govern. The Parties further acknowledge the need for and agree to engage in good-faith discussions through final production to address unresolved and unanticipated issues, including trade secret redaction processes.

1. Production of Documents Subject to Public Disclosure

The process for production of Documents subject to public disclosure by Endo to the Participating States as set forth in the VOI, Section VI.B.1 (the “**Documents Subject to Public Disclosure**”) shall be accomplished to the Participating States’ satisfaction by the production of hard drives containing a copy of the Documents Subject to Public Disclosure to the University of California, San Francisco (“**UCSF**”), provided all other requirements of VOI, Section VI and the Mutual Letter of Understanding (including all Appendices) are met.

2. De-duplication

Prior to its involvement in the Opioid Multi-District Litigation (*In re Nat’l Prescription Opiate Litig.*, No. 1:17-MD-2804 (N.D. Ohio) (the “**MDL**”), Endo made a number of document productions that are called for in connection with its VOI Repository Obligations (“**Pre-MDL Productions**”), many of which are in whole or in part duplicative of each other. In connection with its involvement in the MDL, Endo took reasonable steps to ensure that the relevant contents of these Pre-MDL Productions were included in Endo’s MDL production. Accordingly, Endo will not separately provide the Pre-MDL Productions in its production of Documents Subject to Public Disclosure.

In addition, over the years Endo has made separate State-specific productions in connection with Opioid litigation that were also included in the MDL production. Accordingly, Endo will not

¹ The terms of these Protocols are subject to the ongoing review, negotiation, and discussion between the Parties. For the avoidance of doubt, the Parties to these Protocols have not consented to such document as being in final form and reserve all rights in this regard.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Mutual Letter of Understanding and/or the VOI.

provide duplicative materials from State-specific productions in its production of Documents Subject to Public Disclosure.

Endo has also identified a number of structured database exports which contain duplicative data, either because the data was provided in two different file formats (*e.g.*, Microsoft Access and Microsoft Excel) or because the same data was found in more than one iteration of a Customer Relationship Management (“**CRM**”) system or in a duplicative copy of data from a CRM. Accordingly, Endo need not include structured data sets that contain the same or less inclusive information than the export of structured data sets being produced. Based on representations from Endo, the Participating States understand that “less inclusive” structured data sets do not include information that is substantively different than information in the structured data sets that will be produced.

Additionally, to the extent Documents produced by Par Pharmaceutical, Inc. (“**PPI**”) are duplicative of the Documents produced by Endo, Endo will not include those Documents in the production of Documents Subject to Public Disclosure.

Documents submitted as exhibits in court proceedings or depositions shall be disclosed and not subject to de-publication processes.

3. E-mail Threading

In addition to the de-duplication issues discussed above, the Parties have also discussed removing from the Documents Subject to Public Disclosure duplicate e-mail “threads,” *i.e.*, e-mail communications of prior or lesser-included e-mail communications. The Parties agree that Endo’s e-discovery vendor may employ “threading” suppression processes that will allow for the identification and removal of prior or lesser-included e-mail threads and that will not eliminate unique content or any attachments of documents from Endo’s production.

Specifically, Endo may use e-mail thread suppression to exclude prior or lesser included e-mails from production; provided, however, that an e-mail that contains any information that does not carry through to subsequent threads, including contents, attachments, or recipients, (i) shall not be treated as a lesser-included version of an e-mail that does not include that information and (ii) shall be included, along with its contents, attachments, or recipients, even though lower threads would ordinarily not be included as a result of threading.

4. Documents Regarding Non-Opioid Products

In an effort to remove from production Documents that likely do not further opioid transparency, Endo will take reasonable steps, as described below, to identify documents that exclusively pertain to non-opioid products (“**Non-Opioid Documents**”). To identify such Non-Opioid Documents, Endo shall first run a search of the names of non-Opioid products manufactured by Endo (“**Non-Opioid Product Terms**”) across the population of Documents Subject to Public Disclosure. The list of Non-Opioid Product Terms shall be provided to and approved by the Commonwealth of Massachusetts (“**Massachusetts**”), via the Office of the Attorney General (the “**Massachusetts AGO**”), on behalf of the Participating States, and the law firm Pillsbury Winthrop Shaw Pittman (“**Pillsbury**”) prior to the search.

Once the universe of documents that hit on Non-Opioid Product Terms has been identified (“**Potential Non-Opioid Documents**”), Endo shall then run a search of the names of Opioid products (and other agreed-to terms that may be expected to identify Opioid-related documents) (together, “**Opioid Product Terms**”) across the Potential Non-Opioid Documents. The list of Opioid Product Terms shall also be provided to and approved by (and may be added to by) the Massachusetts AGO, on behalf of the Participating States, and Pillsbury.

Documents that hit on both an Opioid Product Term and a Non-Opioid Product Term shall be produced but may be redacted to the extent necessary to remove sensitive business information (including trade secrets, as defined in the VOI) relating solely to the non-opioid product. Any redactions shall be narrowly tailored to remove only such information. Documents that are so redacted shall be subject to the same provisions set forth in VOI Section VI.D. (“**Redaction of Documents Containing Protected Information**”). Family/attachment documents that pertain solely to non-Opioid products will be slipsheeted to indicate removal from production, except that any “parent” Document to a Document concerning an Opioid product (*e.g.*, a cover e-mail) shall not be considered as “pertaining solely to a non-opioid product” and shall be produced and not slipsheeted. Such “parent” documents may be redacted, consistent with the protocol discussed above.

Additionally, Personnel Documents and resumes/CVs shall not be considered Non-Opioid Documents or generally considered to contain sensitive business information and shall be produced as outlined below.

Except as otherwise provided herein, Non-Opioid Documents (*i.e.*, documents that hit on a Non-Opioid Product Term but not an Opioid Product Term) will not be provided for inclusion in the repository but rather each will be identified on a log of Documents withheld. The log shall provide the basis of withholding as “non-opioid product document”.

The Participating States reserve the right to require Endo to produce any Document removed from production as a “non-opioid product document” in the same manner as Documents subject to disclosure and produced pursuant to this Appendix if a Participating State determines that such Document may reasonably relate to Opioids.³

5. Format of Production

Endo will produce the Documents in the same format in which they were produced in the MDL or state proceedings, *i.e.*, with the same Bates numbering and confidentiality label, redactions (unless additional redactions need to be applied given the public nature of the production) and with the same metadata fields that were provided in connection with the MDL production, except that Endo may redact information in metadata fields pursuant to the redaction provisions in the VOI and this Appendix. Endo will include in the production a list of all Bates prefixes used, along with a brief description of the prefix.

³ Endo, Massachusetts, on behalf of the Participating States, and Pillsbury anticipate continued discussions throughout the production process to assess and come to agreement on appropriate redactions of non-opioid information prior to the final production, including review and discussion of sample sets of proposed redactions, and continued discussions about the handling of disputes regarding Non-Opioid Documents.

6. Embedded Objects

To the extent that files are provided in native format, Endo will not separately produce files embedded in the native documents. Regardless of whether files are provided in native or TIFF, Endo will not separately produce embedded “junk” files, *i.e.*, logos, script files, and font files.⁴

7. Redaction

Endo will use “Blackout,” an advanced redaction tool, to automatically redact all phone numbers and personal e-mail addresses and to validate that other information to be redacted pursuant to VOI Section VI. C. 2 and 3 is appropriately redacted.

Endo will provide a redaction log to the Massachusetts AGO, JHU and UCSF pursuant to VOI Section VI.D.2. for all new redactions, as well as for all prior redactions of Documents Subject to Public Disclosure in which the redaction reason was captured in the metadata.

8. Handling of Special Categories of Documents

a. Personnel Documents

Endo may redact the name of an employee who is the subject of a Personnel Document, as well as any business e-mail address, date of hire at Endo, or Endo employee identification number (or any similar information) in a Personnel Document.⁵ “**Personnel Document**” means a Document concerning an employee’s hiring, termination or suspension; a “warning” letter, performance improvement plan, or similar documents, issued due to the employee’s performance; and/or a document constituting a performance review.

To the extent that Endo identifies information in Personnel Documents or other Documents that it reasonably believes warrants redaction because the information (1) does not relate to opioids, (2) may reasonably be considered embarrassing to the individual if publicly disclosed, and (3) may allow for identification of such individual, Endo shall meet and confer with the Massachusetts AGO and Pillsbury to address issues either categorically or individually, as the case may warrant, and to determine whether limited redaction may be appropriate.

For clarity, no further redactions of Personnel Documents may be made outside the circumstances described in this section and in the VOI.

b. CVs and Resumes:

Any CVs and resumes provided to Endo by individuals when they were candidates for employment by Endo may be excluded from production, provided that CVs and resumes produced

⁴ Endo, Massachusetts, on behalf of the Participating States, and Pillsbury will meet and confer if Endo identifies additional large embedded files that it reasonably believes are appropriate for suppression.

⁵ Endo, Massachusetts, on behalf of the Participating States, and Pillsbury anticipate continued discussions throughout the production process to assess and come to agreement on additional information in particular documents that may be redacted to protect the privacy of the individuals who are the subject of the Personnel Document.

in litigation as part of an employee's personnel file shall be produced. All other CVs and resumes, including CVs and resumes of individuals Endo considered retaining as an expert or speaker, shall be produced. CVs and resumes shall be produced without any redactions beyond redactions of "confidential personal information" as defined in the VOI. To the extent that, during its review of documents, Endo identifies any other reason that a specific CV or resume or category of CVs or resumes should be excluded, Endo shall meet and confer with the Massachusetts AGO and Pillsbury to address issues either categorically or individually, as the case may warrant, and to determine whether such CVs or resumes may be excluded from production.

c. Personal Documents Produced in Connection with Depositions:

In connection with certain depositions, employees produced Documents from their personal e-mails and text messages from personal (non-Endo) phones. Personal e-mails or texts that do not relate to communications with the company or the individual's employment or that are not company documents shall be provided to the Massachusetts AGO and Pillsbury pursuant to the protective order and the parties shall meet and confer regarding the disclosure of such documents.

Exhibit 7

Tribal Opioid Trust Distribution Procedures

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

TRIBAL ABATEMENT FUND TRUST X

TRUST AGREEMENT

DATED AS OF [____ _], 2024

TRIBAL ABATEMENT FUND TRUST X

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TRIBAL ABATEMENT FUND TRUST X

TRUST AGREEMENT

This Tribal Abatement Fund Trust X (“**TAFT X**” or the “**Trust**”) Trust Agreement (together with all Exhibits hereto, this “**Trust Agreement**”), dated as of [____], 2024 and effective as of the Effective Date, implements certain of the terms of the Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and its Affiliated Debtors dated January 5, 2024 (as may be further modified, amended, or supplemented from time to time, and together with all Exhibits and schedules thereto, the “**Plan**”), confirmed by an order entered on [xx, 2024] [Docket No. xxxx] (the “**Confirmation Order**”)¹ by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) in the Chapter 11 Cases of Endo International plc and its affiliated debtors and debtors-in-possession (each a “**Debtor**” and collectively, the “**Debtors**,”) jointly administered under Case No. 22-22549 (JLG) (the “**Chapter 11 Cases**”); is entered into, by the initial trustees of the Trust who are further identified on the signature pages hereto (together with any successor trustee serving in such capacity, the “**Directors**”), Wilmington Trust, National Association, as Delaware resident trustee (together with any successor serving in such capacity, the “**Delaware Trustee**”) and the Trust Protector, the individual who is further identified on the signature pages hereto (together with any successor serving in such capacity, the “**Trust Protector**”).

RECITALS

WHEREAS, on August 16, 2022, Endo International plc and its affiliated debtors (together with later-filed debtor affiliates, the “**Debtors**”) commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), administered and known as *In re Endo International plc, et al.*, No. 22-22549 (JLG) (the “**Chapter 11 Cases**”);

WHEREAS, the Plan provides, inter alia, for the establishment of a Tribal Opioid Trust with respect to Opioid Claims held by Tribes (the “**Tribal Opioid Claimants**”) pursuant to Section 5.20(e)(ii) of the Plan;

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court and is in full force and effect;

WHEREAS, the Trust shall be established to (i) assume all liability for the Opioid Claims held by Tribal Opioid Claimants; (ii) receive and administer the Tribal Trust Consideration; (iii) make or cause to be made distributions on account of the Opioid Claims held by Tribal Opioid Claimants in accordance with the TAFT X Trust Distribution Procedures attached hereto as Exhibit 1 (the “**TAFT X TDP**”); and (iv) carry out such other matters as are set forth in this Trust Agreement; and

WHEREAS, it is intended that the Trust shall at all times qualify as a “qualified settlement fund” within the **meaning** of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code (“**IRC**”), as amended (such

¹ Capitalized terms used by not otherwise defined herein shall have the meaning ascribed to them in the Plan or the Confirmation Order, or any exhibits attached hereto, as applicable.

regulations, the “**QSF Regulations**” and such qualified settlement fund, a “**Qualified Settlement Fund**”), and, to the extent permitted under applicable law, for state and local income tax purposes.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1
AGREEMENT OF TRUST

Section 1.1 Creation and Name. The trust is known as the “**Tribal Abatement Fund Trust X**” or “**TAFT X**.” The Directors may transact the business and affairs of the Trust in the name of TAFT X. It is the intention of the parties hereto that the Trust constitutes a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the “**Act**”) and that the Confirmation Order, the Plan and this Trust Agreement together with all Exhibits hereto (collectively, the “**Trust Documents**”) constitute the governing instruments of the Trust. The Trust was formed as of the execution and filing of a Certificate of Trust with the Delaware Secretary of State on [], 2024.

Section 1.2 Purposes. The purposes of the Trust are, among other things, to:

- (a) assume all of the Debtors’ liability for the Tribal Opioid Claims (the holders thereof, the “**Tribal Opioid Claimants**”) as set forth in Section 6.17 of the Plan;
- (b) receive and administer the Tribal Opioid Consideration as set forth on **Exhibit 2** to be paid under the Plan;
- (c) make distributions to Trust Beneficiaries (as defined in Section 1.5(a) below), in each case in accordance with the TAFT X TDP;
- (d) hold, manage, and invest the Tribal Opioid Consideration and all additional assets, proceeds thereof, and earnings thereon (collectively, the “**Trust Assets**”) in accordance with the terms of this Trust Agreement, for the benefit of the Trust Beneficiaries;
- (e) engage in any lawful act or activity, including without limitation, to enter into leasing, financing or other agreements with third parties, that is consistent with, necessary or incidental to this Trust Agreement and permissible under the Plan and Confirmation Order;
- (f) qualify at all times as a Qualified Settlement Fund;
- (g) engage in any lawful activity necessary or incidental to the foregoing; and
- (h) use the Trust Assets to:
 - (i) make Distributions to Trust Beneficiaries in accordance with the TAFT X TDP;
 - (ii) hold and maintain reserves to pay the fees and expenses incurred with administering the Trust and managing the Trust Assets (together, the “**Trust Operating Expenses**”) of the Trust (such reserves, the “**Trust**

Operating Reserve”), which shall be funded with cash and cash equivalents held by the Trust in accordance with this Trust Agreement;

- (iii) pay Trust obligations and the Trust Operating Expenses from the Trust Operating Reserve; and
- (iv) replenish periodically, until the dissolution of the Trust, the Trust Operating Reserve from cash held or received by the Trust to the extent deemed necessary by the Directors to satisfy and pay estimated future Trust Operating Expenses in accordance with this Trust Agreement.

Section 1.3 Transfer of Assets. Pursuant to the Plan, the Trust shall receive the Tribal Opioid Consideration. The Trust Assets shall not be subject to attachment, disgorgement or recoupment by any Person. Upon payment in full of the Tribal Opioid Consideration, none of the Debtors or the Post-Emergence Entities shall have any further obligation or liability whatsoever under or in respect of the Trust or otherwise in respect of any Claims held by Tribal Opioid Claimants.

Section 1.4 Acceptance of Assets.

(a) In furtherance of the purposes of the Trust, the Directors, in their capacity as trustees, on behalf of the Trust, hereby expressly accept the transfer to the Trust of the Tribal Opioid Consideration, subject to the terms of this Trust Agreement. As of and following the Effective Date, the Debtors will have no equitable or legal interest in, or with respect to, nor any liability or obligations with respect to, the Trust Assets or the Trust.

(b) Notwithstanding anything to the contrary herein, no provision in this Trust Agreement or the TAFT X TDP shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a “qualified settlement fund” within the meaning of the QSF Regulations.

(c) In this Trust Agreement and the TAFT X TDP, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 1.5 Trust Beneficiaries.

(a) The beneficial owners (within the meaning of the Act) of the Trust are the Tribal Opioid Claimants (each, a “**Trust Beneficiary**” and collectively, the “**Trust Beneficiaries**”).

(b) The Trust Beneficiaries shall have only such rights with respect to the Trust and its assets as are set forth in the Trust Agreement and the TAFT X TDP and no greater or other rights, including upon dissolution, liquidation or winding up of the Trust, shall be deemed to apply to such Trust Beneficiaries.

(c) The Trust Beneficiaries shall be subject to the terms of this Trust Agreement, including without limitation, Article 4 and the terms of the TAFT X TDP.

Section 1.6 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction

over the Trust, provided, however, the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the Trust.

ARTICLE 2
POWERS AND TRUST ADMINISTRATION

Section 2.1 Powers.

(a) The Directors in their capacity as trustees are and shall act as fiduciaries to the Trust in accordance with the provisions of this Trust Agreement. The Directors shall, at all times, administer the Trust in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Directors shall have the power to take any and all actions that in the judgment of the Directors are necessary or proper to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and any trust power now or hereafter permitted under the laws of the State of Delaware. In the event of any ambiguity or conflict between the terms of this Trust Agreement and TAFT X TDP, the TAFT X TDP shall control.

(b) Except as required by applicable law or this Trust Agreement, the Directors need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited in this Trust Agreement and by applicable law, the Directors shall have the power to:

- (i) receive and hold the Trust Assets and exercise all rights with respect thereto;
- (ii) invest the monies and other Trust Assets held from time to time by the Trust, subject to the limitations set forth in Section 3.2 below;
- (iii) enter into leasing, financing or other agreements with third parties as deemed by the Directors in their discretion to be useful in carrying out the purposes of the Trust;
- (iv) determine and pay obligations and liabilities of the Trust and the Trust Operating Expenses;
- (v) establish accounts and reasonable reserves within the Trust, as deemed by the Directors in their discretion to be necessary, prudent or useful in administering the Trust;
- (vi) bring any action in any court of competent jurisdiction, including the Bankruptcy Court;
- (vii) initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Trust Asset, liability or responsibility of the Trust;

- (viii) supervise and administer the Trust in accordance with this Trust Agreement, including without limitation monitoring the Trust Beneficiaries' compliance with the TAFT X TDP;
- (ix) appoint such officers and retain such employees, consultants, advisors, attorneys, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, and alternative dispute resolution services and activities as the Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Directors permit and as the Directors, in their discretion, deem advisable or necessary in order to carry out the terms of this Trust Agreement;
- (x) pay reasonable compensation and expenses to any of the Trust's employees, consultants, advisors, independent contractors, experts and agents for legal, financial, administrative, accounting, investment, and alternative dispute resolution services and activities as the Trust requires;
- (xi) compensate the Directors, Delaware Trustee, the Trust Protector, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Directors, the Delaware Trustee and the Trust Protector for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;
- (xii) execute and deliver such instruments as the Directors consider necessary or desirable in administering the Trust;
- (xiii) enter into such other arrangements with third parties as are deemed by the Directors to be advisable or necessary in carrying out the purposes of the Trust; provided that such arrangements do not conflict with any other provision of this Trust Agreement, the Plan or the Confirmation Order;
- (xiv) in accordance with Section 5.8 below, defend, indemnify and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.6(a) below) to the maximum extent permitted by law;
- (xv) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 5.6 below; provided that such investment advisors and investment managers shall be in compliance with the Investment Guidelines (as defined in Section 3.2) at all times;
- (xvi) make, join, pursue (by litigation or otherwise), abandon, collect, compromise or settle, or otherwise resolve, in the name of the Trust any claim, right, action or cause of action of the Trust, before any court of

competent jurisdiction and without approval of the Bankruptcy Court;

- (xvii) contract for the establishment and continuing maintenance of (a) a secure method of internet-based communications for the Trust and the Trust Beneficiaries as described in Section 6.5 herein (the “**Tribal Opioid Settlement Portal**”) and (b) a public-facing website to publish all information required to be published under this Trust Agreement (the “**Tribal Opioid Settlement Website**”); and
- (xviii) exercise any and all rights of the Directors, and take any and all actions as are permitted, in accordance with and subject to the terms of this Trust Agreement, the Plan and the Confirmation Order.

(d) The Directors shall not have the power to cause the Trust to guarantee any debt of other Persons.

(e) Except as otherwise set forth in this Trust Agreement, and subject to retention of jurisdiction by the Bankruptcy Court, but without prior or further authorization, the Directors may control and exercise authority over the Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the Trust shall be obligated to inquire into the authority of the Directors in connection with the protection, conservation or disposition of the Trust Assets.

Section 2.2 General Administration. The Directors shall act in accordance with this Trust Agreement. The mailing address of the Trust is TAFT X, [_____]. The Directors may change the location of the principal office and may establish other offices at other locations. The Directors shall provide notice to the Trust Beneficiaries upon establishment of any office by posting such information in the Tribal Opioid Settlement Portal (or by other means approved by the Directors).

Section 2.3 Accounting. The fiscal year of the Trust shall begin on January 1 and shall end on December 31 of each calendar year. The Directors shall maintain the books and records relating to the Trust Assets and income and the payment of expenses of and liabilities against the Trust. The detail of these books and records and the duration of time during which the Directors shall keep such books and records shall be such as to allow the Directors to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special-purpose financial statements of the Trust, which need not be audited, including, without limitation, the assets and liabilities of the Trust as of the end of such fiscal year and the additions, deductions and cash flows for such fiscal year (the “**Annual Report**”); provided, however, that the Directors shall maintain such books and records until the wind-up of the Trust’s affairs and satisfaction of all of the Trust’s liabilities.

Section 2.4 Financial Reporting. Within one hundred twenty (120) days following the end of each calendar year, the Directors shall post on the Tribal Opioid Settlement Website a copy of the Annual Report.

Section 2.5 Opioid Abatement Reporting.

(a) Within one hundred and twenty (120) days following the end of each calendar year, the Directors shall (i) cause to be prepared an annual report on the Approved Opioid Abatement Uses with respect to such period, together with such additional information as the Directors determine necessary or appropriate in their discretion (each, an “**Opioid Abatement Report**”), and (ii) post a copy of the Opioid Abatement Report on the Tribal Opioid Settlement Website.

(b) For the avoidance of doubt, the Directors shall not be required to include in any Trust Opioid Abatement Report any abatement matters except those that pertain to the Trust exclusively.

Section 2.6 Beneficiary Reporting.

(a) Reporting of Approved Opioid Abatement Uses by the Trust Beneficiaries shall be required to the extent set forth in the TAFT X TDP. The Directors shall establish the form, content, and due dates of periodic reports with respect to Approved Opioid Abatement Uses to be submitted by the Trust Beneficiaries (each, a “**Beneficiary Abatement Use Report**”) to the Directors through the Tribal Opioid Settlement Portal (or delivered by other means approved by the Directors). The Directors may prescribe a modified reporting regime for certain Trust Beneficiaries based upon appropriate standards to be developed by the Directors, provided such modified reporting regime is not inconsistent with the Trust’s reporting obligations, as determined by the Directors in their discretion. The Directors shall endeavor to implement appropriate mechanisms, in their discretion consistent with this Trust Agreement, to obtain efficiency in reporting by Trust Beneficiaries with respect to the Trust and other comparable opioid abatement trusts benefitting the Trust Beneficiaries. Each Beneficiary Abatement Use Report shall contain the information necessary to:

- (i) enable the Trust to satisfy the Annual Report requirements described in Section 2.4 above; and
- (ii) enable the Trust to satisfy the Opioid Abatement Report requirements described in Section 2.5(a) above.

Section 2.7 Limitation of the Directors’ Authority. The Directors are not authorized to engage in any trade or business with respect to the Trust Assets or proceeds therefrom. The foregoing limitation shall not prevent the Directors from managing the investment of the Trust Assets.

ARTICLE 3

ACCOUNTS, INVESTMENTS, ADMINISTRATIVE EXPENSES

Section 3.1 Accounts.

(a) The Directors shall maintain one or more accounts (“**Trust Accounts**”) on behalf of the Trust with one or more financial depository institutions (each a “**Financial Institution**”). Candidates for the positions of Financial Institution shall fully disclose to the Directors any interest in or relationship with the Debtors or any affiliated persons. Any such interest or relationship shall not be an automatic disqualification for the position, but the Directors shall

take any such interest or relationship into account in selecting a Financial Institution.

(b) The Directors may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as they may deem necessary, prudent or useful in order to provide for Abatement Distributions to the Trust Beneficiaries and the payment of Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Directors shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” within the meaning of the IRC or the Treasury Regulations, or a “disputed ownership fund” within the meaning of the Treasury Regulations, or otherwise.

(c) The Directors may replace any retained Financial Institution with a successor Financial Institution at any time and such successor shall be subject to the considerations set forth in Section 3.1(a).

(d) The Directors shall establish a separate subaccount of the Trust to receive funds designated under the Plan for the professional fees of the Trust Beneficiaries which shall be administered exclusively in accordance with the terms set forth on **Exhibit 3** hereof (the “**Professionals Fee Funds**”). It is understood that the Trust shall hold the Professionals Fee Funds for administrative convenience and the Directors shall have no responsibility to administer such Professionals Fee Funds, or to direct the disbursement or investment of such Professionals Fee Funds; provided that the Directors will disburse the Professionals Fee Funds as directed by David R. Cohen in writing in accordance with the terms set forth on **Exhibit 3**. To the extent the Directors do not receive any written direction with respect to investment of the Professionals Fee Funds, the Directors shall invest the funds in the designated default account at BlackRock Fed Fund (CUSIP 09248U700).

Section 3.2 Investment Guidelines. The Directors may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 4**, (the “**Investment Guidelines**”). Notwithstanding any contrary provision of this Trust Agreement, this Section 3.2 and the Investment Guidelines cannot be modified or amended.

Section 3.3 Payment of Trust Operating Expenses. All Trust Operating Expenses shall be payable solely out of the Trust Operating Reserve. None of the Directors, the Delaware Trustee, the Trust Protector, the Trust Beneficiaries, nor any of their employees, officers, consultants, advisors, independent contractors, experts or agents shall be personally liable for the payment of any Trust Operating Expense or any other liability of the Trust. In their discretion, the Directors may incur and pay Trust Operating Expenses after making appropriate allocations of common charges that are incurred for the benefit of the Trust (for example, the Tribal Opioid Settlement Website). For the avoidance of doubt, subject only to payment of the Tribal Trust Consideration in accordance with the Plan, the Confirmation Order and this Trust Agreement, none of the Debtors or the Post-Emergence Entities shall have any liability or obligation whatsoever with respect to any Trust Operating Expenses.

ARTICLE 4
ABATEMENT DISTRIBUTIONS

Section 4.1 Abatement Distributions. The Directors shall make Abatement Distributions only as and to the extent set forth in this Article 4 and the TAFT X TDP. Abatement Distributions shall be used by the Trust Beneficiaries as described in Section 3 of the TAFT X TDP.

Section 4.2 Manner of Payment of Abatement Distributions.

(a) The Directors shall endeavor to provide ten (10) days' notice to the Trust Beneficiaries of any upcoming Abatement Distribution through the Tribal Opioid Settlement Portal (or by other means approved by the Directors); provided, however, that the Directors may shorten such notice period in their discretion.

(b) Abatement Distributions shall be made to Trust Beneficiaries in accordance with the TAFT X TDP.

(c) Abatement Distributions may be made by the Directors or by a disbursement agent retained by the Trust to make Abatement Distributions on its behalf (the "**Disbursement Agent**"). Abatement Distributions shall be made in accordance with the TDP on the dates approved for distribution by the Directors.

(d) The Directors may cause Abatement Distributions to be withheld with respect to any Trust Beneficiary that has failed to deliver timely a completed Beneficiary Abatement Use Report by the applicable due date. The Directors shall allow for a reasonable period of time to cure any delinquent Beneficiary Abatement Use Report and may continue to withhold distributions to a Trust Beneficiary until all such delinquent Beneficiary Abatement Use Reports of such Trust Beneficiary have been cured.

(e) If the Directors determine, in their discretion, that making the final Abatement Distribution immediately prior to the termination and dissolution of the Trust is not cost-effective with respect to the final amounts to be distributed to the Trust Beneficiaries, the Directors shall have the authority to direct such final Abatement Distribution, in full, to a tax-exempt organization that has opioid abatement as part of its mission, as selected by the Directors in their discretion. The Directors shall instruct the tax-exempt organization to use the Abatement Distribution solely for opioid abatement purposes.

Section 4.3 Delivery of Abatement Distributions.

(a) All Abatement Distributions under this Trust Agreement shall be made (i) in accordance with the electronic transfer information or (ii) by check at the address provided by the Trust Beneficiaries in accordance with the TDP. Changes to such electronic transfer information or address, as applicable, must be provided to the Trust or the Disbursement Agent in writing at least five (5) business days prior to any upcoming Abatement Distribution date; provided, however, that the Directors and Disbursement Agent shall have the authority, in their discretion, to seek further direction from the Trust Beneficiaries regarding the transfer information of Abatement Distributions under this Trust Agreement.

(b) In the event that any Abatement Distribution is undeliverable, no further Abatement Distribution shall be made unless and until the Directors have been notified of the then current wire instructions or address, as applicable, as directed by such Trust Beneficiary, at which time such distribution shall be made without interest. The Directors shall take reasonable efforts to obtain a current address or wire instructions, as applicable, for any Trust Beneficiary with respect to which any distribution is undeliverable, but shall have no obligation to make further inquiry with respect to designated recipients of such Trust Beneficiaries.

(c) No Trust Asset or any unclaimed property shall escheat to any federal, state or local government or any other entity.

ARTICLE 5

DIRECTORS AND DELAWARE TRUSTEE

Section 5.1 Number of Directors; Managing Director.

(a) **Number.** In addition to the Delaware Trustee appointed pursuant to Section 5.10, there shall be three (3) Directors. The initial Directors shall be those persons named on the signature page hereof.

(b) **Managing Director.** At their first meeting, the initial Directors shall designate one of their members to serve as the Managing Director of the Trust, with such administrative duties as the Directors may determine. The Directors may change the designation of the individual to serve as Managing Director from time to time as circumstances warrant. The Managing Director or, in the Managing Director's absence, another Director selected by the Directors shall preside at meetings of the Directors. The Managing Director, or the Director presiding over such meeting, shall be responsible for taking meeting minutes at each meeting of the Directors and for performing such other administrative duties and services as shall be assigned to or required of the Managing Director by the Directors. The Managing Director shall maintain a list of current Directors, including their addresses and contact information.

Section 5.2 Term of Service, Successor Directors.

(a) **Term.** Each Director shall serve until the earlier of (i) his or her death, (ii) his or her resignation or removal pursuant to Section 5.2(c) below, or (iii) the termination of the Trust pursuant to the terms of this Trust Agreement. The term of a newly appointed Director shall commence upon his or her acceptance as such.

(b) **Appointment of Successor Directors.**

(i) In the event of a vacancy in the position of one (1) Director for any reason, the vacancy shall be filled by the unanimous vote of the remaining Directors. In the event that the remaining Directors cannot agree on a successor Director within thirty (30) days, each of the remaining Directors shall propose a Director candidate and the Trust Protector (as defined in Section 5.12(a) below) shall select one such candidate as the Successor Director.

- (ii) In the event of a vacancy in the position of two (2) Directors for any reason, the remaining Director and the Trust Protector shall, after consultation, jointly appoint two (2) successor Directors, both of whom shall each be acceptable to both of the remaining Director and the Trust Protector. In the event the remaining Director and the Trust Protector cannot agree on two (2) successor Directors, the selection of two (2) successor Directors shall be resolved in accordance with the dispute resolution provisions of Section 6.14.
- (iii) In the event of a vacancy in the position of three (3) Directors for any reason, the Trust Protector shall recommend three (3) successor Directors for the Delaware Court of Chancery to appoint and any costs relating thereto shall be borne by the Trust.
- (iv) Notice of the appointment of any successor Director(s) shall be filed with the Bankruptcy Court and shall be published on the Tribal Opioid Settlement Website when it is filed with the Bankruptcy Court.
- (v) In filling any vacancy in the position of one or more Directors, the remaining Director(s) and/or the Trust Protector shall apply the following standard to any successor Director: the successor Director shall be a disinterested, independent individual with experience in one or more of the following areas: public policy/public health, tribal health or welfare, tribal self-determination, administration or self-governance, other tribal affairs, ethics and compliance, finance, general business and/or corporate governance.
- (vi) Immediately upon the appointment of any successor Director(s), all rights, titles, duties, powers and authority of the predecessor Director(s) hereunder shall be vested in, and undertaken by, the successor Director (s) without any further act. No successor Director(s) shall be liable personally for any act or omission of his or her predecessor Director. No successor Director shall have any duty to investigate the acts or omissions of his or her predecessor Director.

(c) **Resignation or Removal.** A Director may resign by giving written notice to either of the Directors. Such notice shall specify a date when such resignation shall take effect, which, except in the case of incapacity or disability, shall not be less than ninety (90) days after the date such notice is given, where practicable. A Director may be removed by the unanimous vote of the remaining Directors in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided such Director has received reasonable notice and an opportunity to be heard by the remaining Directors. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust, any substantial failure to comply with the administration of the Trust or a consistent pattern of neglect and failure to perform or participate in performing the duties of a Director hereunder. For the avoidance of doubt, any removal of a Director pursuant to this Section 5.2(c) shall require the approval of the Bankruptcy Court and shall take

effect at such time as the Bankruptcy Court shall determine.

Section 5.3 Directors' Meetings.

(a) **Regular Meetings.** The Directors shall hold regular meetings not less than quarterly, which may be held without notice at such times and at such places as may be determined from time to time by the Directors. For the avoidance of doubt, the Delaware Trustee shall not be required or permitted to attend any meetings of the Directors contemplated by this Section 5.3.

(b) **Special Meetings.** Special meetings of the Directors may be called by any Director by giving written notice to each other Director not less than one (1) business day prior to the date of the meeting. Any such notice shall include the time, place and purpose of the meeting, given to each Director by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to each Director at the Director's address as shown upon the records of the Trust or as may have been given to Directors by the Director for purposes of notice. If a Director's address is not shown on such records or is not readily ascertainable, notice to the Director may be given care of the principal office of the Trust. Notice by overnight courier shall be deemed to have been given one (1) business day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Action and Quorum.** In all matters pertaining to the affairs of the Trust, the Directors shall act by a vote of a majority of the number of Directors then in office, which such majority shall constitute a quorum of the Directors for the transaction of business, except to adjourn as provided in Section 5.3(f).

(d) **Participation in Meetings by Telephone Conference.** Directors may participate in a meeting of the Directors by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all Directors participating in such meeting can hear one another. Participation by a Director in a meeting pursuant to this Section 5.3(d) shall constitute presence in person at such meeting.

(e) **Waiver of Notice.** Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting by a Director shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any Director meeting need be specified in any waiver of notice.

(f) **Adjournment.** A majority of the Directors present, whether or not a quorum exists, may adjourn any Directors meeting to another time and place.

(g) **Action by Unanimous Written Consent.** Any action required or permitted to be

taken at any meeting of the Directors may be taken without a meeting, if all of the Directors then in office consent thereto in writing or by Electronic Transmission, which writing may be executed in one or more counterparts, and the writing or Electronic Transmission are filed with the meeting minutes of the Directors. As used herein, “**Electronic Transmission**” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 5.4 Compensation and Expenses of Directors. The Directors shall receive compensation from the Trust for their services as Directors. The Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by each Director in the course of carrying out their duties as Directors in accordance with reasonable policies and procedures as may be adopted from time to time, including in connection with attending meetings of the Directors. The amounts paid to the Directors for compensation and expenses shall be disclosed in the Annual Report.

Section 5.5 Directors’ Independence.

(a) The Directors shall not, during their service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for the Debtors or a defendant in the Chapter 11 Cases or their affiliated persons. No Director shall act as an attorney for any Tribal Opioid Claimant in a matter that (i) directly or indirectly relates to claims arising from the use of opioids by any person, or (ii) is directly adverse to the claims of another Tribal Opioid Claimant. For the avoidance of doubt, this provision shall not apply to the Delaware Trustee.

(b) The Directors, and the Delaware Trustee, shall be indemnified by the Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) Persons dealing with the Trust, the Directors, and the Delaware Trustee with respect to the affairs of the Trust, shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trust, the Directors, or the Delaware Trustee to such Person in carrying out the terms of this Trust Agreement, and neither the Directors, the Delaware Trustee, the Trust Beneficiaries, nor any of their professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.6 Standard of Care; Exculpation.

(a) As used herein, the term “**Trust Indemnified Party**” shall mean each Director, the Delaware Trustee, the Trust Protector, and each of their respective members, officers, employees, agents, consultants, lawyers, advisors or professionals (collectively, the “**Trust Indemnified Parties**”).

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the Trust, except those acts found by a final order of a court of competent jurisdiction (“**Final Order**”) to be arising out of their willful misconduct, bad

faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Trust or the Trust Beneficiaries, it is hereby understood and agreed by the parties hereto and the Trust Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee, the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.6 and its subparts.

(d) The Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties as determined by the Directors in their discretion.

Section 5.7 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.7.

(b) In the event the Directors retain counsel (including, at the expense of the Trust), the Directors shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Directors be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Directors in the performance of duties hereunder. A successor to any of the Directors shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Trust Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

(c) To the extent that, at law or in equity, the Directors have duties (including fiduciary duties) and liabilities relating hereto, to the Trust or to the Trust Beneficiaries, it is hereby understood and agreed by the Parties and the Trust Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, including Section 3806 of the Act, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Directors; provided, however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to Section 5.6 herein.

(d) No Trust Indemnified Party shall be personally liable under any circumstances, except for their own willful misconduct, bad faith, gross negligence or fraud as finally judicially determined by a court of competent jurisdiction.

(e) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(f) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

Section 5.8 Indemnification.

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust. For the avoidance of doubt, none of the Debtors, the Purchaser Entities, nor any Post-Emergence Entity shall have any liability or responsibility for any indemnification, reimbursement, or exculpation obligations hereunder.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitral, from which they are indemnified by the Trust shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order of the Bankruptcy Court that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Trust.

(c) The Directors shall purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Directors, which may include liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Termination or modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution. The Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding the Tribal Opioid Claims that the Debtors or the Post-Emergence Entities have, or would have had, under applicable law, but solely to the extent consistent with the Plan, the Confirmation Order, and the Trust Documents; provided, that, no such cross-claims, defenses, offsets, recoupments, or other rights may be asserted against any Released Party.

Section 5.9 Bond. The Directors and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section 5.10 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. The initial Delaware Trustee shall be Wilmington Trust, National Association. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 5.10, it shall resign immediately in the manner and with the effect hereinafter specified in Section 5.10(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties (including fiduciary duties) and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Directors shall have no liability for the acts or omissions of any Delaware Trustee.

The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Directors set forth herein. The Delaware Trustee shall be a trustee of the Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at

law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the Trust or the Tribe Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any trustee or any Director. The Delaware Trustee undertakes to perform such duties and only such duties as are specifically and expressly set forth in this Trust Agreement. These duties shall be deemed purely ministerial in nature, and the Delaware Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Trust Agreement against the Delaware Trustee.

(b) Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Directors or any other person pursuant to the provisions of this Trust Agreement unless the Directors or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Directors and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Directors. The Delaware Trustee may, at the expense of the Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Directors remove the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Directors in accordance with the terms of Section 5.10(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Directors; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Directors in accordance with Section 5.10(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Directors. If the Directors do not act within such sixty (60) day period, the Delaware Trustee, at the expense of the Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Directors shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Directors, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully

vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the Trust and the Delaware Trustee, which compensation shall be paid by the Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Trust, the Directors or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall have no liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts. Nothing in this Trust Agreement shall require the Delaware Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder. In no event shall the Delaware Trustee be responsible or liable for special, indirect, punitive, incidental or consequential losses or damages of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Delaware Trustee has been advised of the likelihood

of any such loss or damage and regardless of the form of action.

(i) The Delaware Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and as to the truth and accuracy of any information contained therein.

(j) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(k) The Corporate Transparency Act (31 U.S.C § 5336) and its implementing regulations (collectively, the “CTA”), may require the Trust to file reports with the Financial Crimes Enforcement Network (“FinCEN”) from time to time. It shall be the Directors’ duty and not the Delaware Trustee’s duty to cause the Trust to make such filings, as applicable, and to cause the Trust to comply with its obligations under the CTA, if any. The parties hereto acknowledge that the Delaware Trustee acts solely as a directed trustee at the direction of the Directors hereunder and that the Directors are and shall be deemed to be the parties with the power and authority to exercise substantial control over the Trust.

(l) The Trustee and the Delaware Trustee are not, and will at no time be, a resident in Canada for purposes of the *Income Tax Act* (Canada).

(m) The management, administration, and operation of the Trust by the Trustee, the Delaware Trustee, or any other Person responsible for the management, administration, and operation of the Trust, and the exercise of any power or authority by or on behalf of the Trust (by any trustee or otherwise), will occur outside of Canada.

(n) The Trust shall not be settled by a resident of Canada for purposes of the *Income Tax Act* (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the *Income Tax Act* (Canada) to the Trust.

Section 5.11 Meeting Minutes; Rights of Inspection.

(a) The minutes of proceedings of the Directors shall be kept in written form (which may be electronic) at such place or places designated by the Directors, or, in the absence of such designation, at the principal office of the Trust.

(b) Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the

Trust.

Section 5.12 Trust Protector.

(a) Notwithstanding any other provision of this Trust Agreement, there shall at all times be one Trust Protector to serve in accordance with the provisions of this Section 5.12. The Trust Protector shall be a Trust Indemnified Party. The initial Trust Protector shall be Dean Stacy Leeds.

(b) Any Trust Protector acting hereunder may resign at any time (i) by delivering written notice thereof to the Directors then serving; provided that notice to one Director shall constitute notice to all Directors then serving, or (ii) if there are no Directors then serving, by delivering written notice to the Delaware Trustee.

(c) A Trust Protector may be removed for good reason upon the unanimous consent of three (3) Directors then serving; provided, however, if there are less than three (3) Directors then serving, the Trust Protector shall not be removed except upon order of the Bankruptcy Court. If a vacancy in the position of Trust Protector exists for any reason, the Directors may, upon unanimous consent of the Directors then serving, appoint a new Trust Protector. If the Directors do not appoint a new Trust Protector within thirty (30) days, then the Directors shall petition the Delaware Court of Chancery to appoint a successor Trust Protector to serve and any costs relating to the petition shall be borne by the Trust; provided, however, that if there are no Directors serving at the time of the Trust Protector vacancy, then the Delaware Trustee (at the sole cost and expense of the Trust) shall petition the Delaware Court of Chancery as provided above. At no time may the Debtors or any party related to the Debtors or their affiliates be eligible to serve as Trust Protector. A vacancy in the position of Trust Protector shall not limit the Directors from exercising any powers afforded them under this Trust Agreement.

(d) The Trust Protector shall have only the authority set forth in Section 5.2(b), which authority may not be expanded by an amendment or modification of this Trust Agreement.

(e) The Trust Protector shall exercise the Trust Protector's authority in a fiduciary capacity and in a way that the Trust Protector reasonably believes to be in accordance with the purposes of this Trust Agreement. The Trust Protector shall not be under any duty to inquire into or ensure the performance by the Directors of their duties and shall not be liable for any loss to such Trust (unless such loss results from actions in bad faith or the willful misconduct of the Trust Protector).

(f) The Directors shall have no liability for the selection of, or exercise of authority by, the Trust Protector.

(g) The Trust Protector shall be entitled to:

- (i) receive reasonable compensation and reimbursement for reasonable expenses for serving as Trust Protector;
- (ii) retain advisors to advise and assist in carrying out the duties of the Trust Protector and the costs thereof shall be borne by the Trust; and

- (iii) receive and review minutes of the meetings or other actions of the Directors, but only at such time as the Trust Protector is required to act pursuant to Section 5.2(b).

ARTICLE 6

GENERAL PROVISIONS

Section 6.1 Irrevocability. To the fullest extent permitted by applicable law, the Trust is irrevocable. The Debtors shall not (i) retain any ownership or residual interest whatsoever with respect to any Trust Assets, including, but not limited to, the funds transferred to fund the Trust, and (ii) have any rights or role with respect to the management or operation of the Trust, or the Directors' administration of the Trust.

Section 6.2 Term; Termination.

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution upon the satisfaction of the purposes of the Trust, wherein (i) all reasonably expected assets have been collected by the Trust, (ii) all Abatement Distributions have been made to the extent set forth in the Section 4.2(b), (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Trust obligations and Trust Operating Expenses in a manner consistent with this Trust Agreement, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the "**Dissolution Date**").

(c) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the Trust's affairs by the Directors and payment of all of the Trust's liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the Trust shall be distributed to the Trust Beneficiaries in accordance with Section 4.2(b), except as otherwise provided in Section 4.2(e). Notwithstanding any contrary provision of the Plan and related documents, including this Trust Agreement, this Section 6.2(c) cannot be modified or amended.

(d) Following the dissolution and distribution of the assets of the Trust, the Trust shall terminate, and the Directors, or any one of them, shall execute and cause a Certificate of Cancellation of the Certificate of Trust of TAFT X to be filed in accordance with the Act (without the need for the Delaware Trustee's consent or signature). Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

Section 6.3 Taxes.

(a) The Trust is intended to qualify as a "qualified settlement fund" within the meaning of Section 1.468B-1 *et seq.* of the QSF Regulations, and, to the extent permitted under

applicable law, for state and local income tax purposes. Notwithstanding anything to the contrary herein, no provision in this Trust Agreement or the TDP shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a Qualified Settlement Fund. The Directors may retain tax advisors to seek one or more private letter rulings from the Internal Revenue Service for the Trust if they determine that it is advisable to do so.

(b) The Managing Director shall be the “administrator” of the Trust within the meaning of Treasury Regulation Section 1.468B-2(k)(3) and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Trust out of the Trust Assets, which assets may be sold by the Directors to the extent necessary to satisfy tax liabilities of the Trust, and (ii) comply with all applicable tax reporting and withholding obligations.

(c) Subject to Section 6.3(b) above, following the Effective Date, the Directors shall be responsible for all of the Trust’s tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Directors shall be responsible for causing the Trust to satisfy all requirements necessary to qualify and maintain qualification of the Trust as a Qualified Settlement Fund within the meaning of the QSF Regulations and shall take no action that could cause the Trust to fail to qualify as a Qualified Settlement Fund.

Section 6.4 Modification.

(a) Material modifications to this Trust Agreement may be made only pursuant to an order of the Bankruptcy Court; provided, however, that the Directors may amend this Trust Agreement by unanimous consent of the Directors from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Directors to effectuate the provisions of this Trust Agreement that are consistent with the Plan and the Confirmation Order; or (ii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity, in each case that are consistent with the Plan and the Confirmation Order. Notwithstanding anything to the contrary in this Trust Agreement, no amendment or waiver of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order. The Directors shall provide to the Trust Beneficiaries notice of any proposed modification to this Trust Agreement, whether material or minor, through the Tribal Opioid Settlement Portal at the time of notice to the Bankruptcy Court and not less than ten (10) business days before such modification becomes effective; provided, however, that the Directors may shorten such notice period only in the event that a ten (10) day notice period would be materially adverse to the Trust and the Trust Beneficiaries.

(b) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement, nor any document related thereto shall be modified or amended in any way that (i) could jeopardize or impair (A) the Trust’s status as a Qualified Settlement Fund, or (B) the rights, duties, liabilities and obligations of the Delaware Trustee without the written consent of the Delaware Trustee, (ii) is inconsistent with the Plan or the Confirmation Order, or (iii) the provisions of the Plan and the Confirmation Order and/or the implementation thereof. Notwithstanding anything set forth in this Trust Agreement to the contrary, under no

circumstances shall any purported amendment or modification of this Trust Agreement adversely affect the rights of any Released Party (as defined in the Plan) pursuant to the injunction and release provisions of the Plan, including any injunctions or releases issued, granted or deemed to have been granted in connection with this Trust Agreement.

Section 6.5 Communications. The Directors shall establish and maintain the Tribal Opioid Settlement Portal (or other means of communication approved by the Directors) so as to (i) enable Trust Beneficiaries to deliver the required documentation under the Beneficiary Abatement Use Reports in an electronic format and (ii) enable secure communications between the Directors and the Trust Beneficiaries.

Section 6.6 Severability. If any provision of this Trust Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 6.7 Notices.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Directors:

[_____]

[_____]

[_____]

with a copy (which shall not constitute notice) to:

To the Delaware Trustee:

Wilmington Trust, National Association
Attn: Tribal Abatement Fund Trust X Administrator
1100 North Market Street
Wilmington, DE 19890

with a copy (which shall not constitute notice) to:

Morris James LLP
Attn: Ross Antonacci (rantonacci@morrisjames.com)
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801

To the Trust Protector:

[_____]

with a copy (which shall not constitute notice) to:

(b) All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses, or if electronically transmitted, shall be effective upon transmission.

Section 6.8 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Directors, the Delaware Trustee and their respective successors and assigns, except that none of such persons may assign or otherwise transfer any of its, or their rights or obligations under this Trust Agreement except, in the case of the Directors, as contemplated by Section 2.1 and Section 5.2 above, and in the case of the Delaware Trustee, as contemplated by Section 5.10 above. The Released Parties shall be third party beneficiaries with rights of enforcement with respect to Section 6.4(b) to the extent any proposed modification or amendment impacts or purports to impact the scope or efficacy of the injunction and release provisions of the Plan or purports to impose any covenant, liability or obligation on any Released Party or otherwise to impact the rights and protections of the Released Parties under the Plan.

Section 6.9 Limitation on Transferability; Trust Beneficiaries' Interests. Trust Beneficiaries' interests in the Trust shall not (a) be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, and any purported assignment, conveyance, pledge or transfer shall be null and void *ab initio*; provided, however, that nothing set forth in this Trust Agreement shall be deemed to preclude Tribe Beneficiaries from directing their Abatement Distribution to a Tribal Health Organization or an inter-tribal consortium or from aggregating their Abatement Distributions or otherwise directing their Abatement Distributions for common Approved Tribal Opioid Abatement Uses and/or common Tribal Abatement Strategies; (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Trust or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of a Director, whether by petition to the Bankruptcy Court or any other court or otherwise; (f) entitle the holders thereof to receive any interest on Abatement Distributions; nor (g) give rise to any rights to seek a partition or division of the Trust Assets. In accordance with the Act, Trust Beneficiaries shall have no interest of any kind in any of the Trust Assets; rather, Trust Beneficiaries shall have an undivided beneficial interest only in cash assets of the Trust but only to the extent such cash assets are declared by the Directors to be distributable as Abatement Distributions in accordance with this Trust Agreement. For the avoidance of doubt, Trust Beneficiaries shall only have such rights as expressly set forth in this Trust Agreement.

Section 6.10 Exemption from Registration. The Parties hereto intend that the rights of the Trust Beneficiaries arising under this Trust Agreement shall not be “securities” under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws.

Section 6.11 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. Notwithstanding the foregoing and for the avoidance of doubt, nothing contained herein may be construed to contravene the Plan or Confirmation Order. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 6.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 6.13 Governing Law. This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of Delaware law shall apply to the extent inconsistent with the terms of this Trust Agreement: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for Directors, officers, agents or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of property, (d) fees or other sums payable to Directors, officers, agents or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of Trust Assets, (g) the existence of rights or interests (beneficial or otherwise) in Trust Assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of Directors or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Directors, set forth or referenced in this Trust Agreement. Section 3540 of Title 12 of the Act shall not apply to the Trust.

Section 6.14 Dispute Resolution.

- (a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.14 shall be the exclusive mechanism to resolve any dispute between or among the parties hereto, and the Tribe Beneficiaries hereof, arising under or with respect to this Trust Agreement.
- (b) **Informal Dispute Resolution.** Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have

arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute (“**Notice of Dispute**”). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

- (c) **Formal Dispute Resolution.** The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute (“**Statement of Position**”). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party’s position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party’s Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty’s position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 6.14(d).
- (d) **Judicial Review.** The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over any dispute, such court as has jurisdiction under Section 1.6) and serving on the counterparty or counterparties and the Directors, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty’s Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party’s position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the Trust. Each counterparty shall respond to the motion within the time period allowed by the rules the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.
- (e) For the avoidance of doubt, any dispute with the Debtors, any Post-Emergence Entity or any Released Party under the Plan shall be resolved by the Bankruptcy Court and shall not be subject to the dispute resolution procedures of this Section 6.14.

Section 6.15 Sovereign Immunity. Nothing set forth in this Trust Agreement shall be construed as a waiver of a claim of sovereign immunity in any dispute resolution, action or proceeding, including without limitation, any dispute resolution, action or proceeding occurring after the Effective Date.

Section 6.16 Effectiveness. This Trust Agreement is effective as of the Effective Date.

Section 6.17 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email or other means of Electronic Transmission shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Section 6.18 Waiver of Jury Trial. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Trust Agreement.

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IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

[Signature Pages to TAFT X Trust Agreement to follow]

EXHIBIT 1
TAFT X TRUST DISTRIBUTION PROCEDURES

[]

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO INTERNATIONAL PLC

TRIBE TRUST DISTRIBUTION PROCEDURES¹

Issue	Description
1. APPLICABILITY OF AGREEMENT	<p>These terms shall apply to the allocation of value received by the Tribal Abatement Fund Trust X (“TAFT X”) under the plan of reorganization (the “Chapter 11 Plan” or the “Plan”) in the Chapter 11 Cases of Endo International PLC and its affiliated debtors and debtors-in-possession (collectively, “Endo”) pending in the U.S. Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) with respect to each American Indian or Alaska Native Tribe, band, nation, pueblo, village or community, that the U.S. Secretary of the Interior acknowledges as an Indian Tribe, as provided in the Federally Recognized Tribe List Act of 1994, 25 U.S.C. §§ 5130–5131 or Tribal Organization, as defined in 25 U.S.C. § 5304(l), (each a “Tribe”), whose Claims in Class 6(C) (Tribal Opioid Claims) are channeled to TAFT X under the Plan.</p> <p>Pursuant to the Plan, the following claims (the “Tribe Channeled Claims”) shall be channeled to and all liability shall be assumed by TAFT X as of the Effective Date: all Tribal Opioid Claims, which include any Opioid Claim against any Debtor that is held by a Tribe. The distributions made pursuant to these distribution procedures (these “Tribe Trust Distribution Procedures”) are the exclusive distributions that will be made by TAFT X on account of the Tribe Channeled Claims. Holders of Tribe Channeled Claims will have no further or other recourse against TAFT X on account of the Tribe Channeled Claims other than what is provided for under these Tribe Trust Distribution Procedures, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith.</p> <p>The terms herein set forth the manner in which TAFT X shall make Abatement Distributions (as defined in the TAFT X Agreement) to the Tribes, which may be used exclusively on the parameters set forth herein.</p>
2. PURPOSE	<p>These Tribe Trust Distribution Procedures are intended to establish the mechanisms for the distribution and allocation of funds distributed by TAFT X to the Tribes. All such funds described in the foregoing sentence are referred to herein as “Abatement Funds” and shall be used to abate the opioid crisis in accordance with the terms hereof, with recognition of the culturally appropriate activities, practices, teachings or ceremonies that may, in the judgment of a Tribe or Tribal Organization, be aimed at or</p>

¹ Terms not otherwise defined herein shall have the meaning ascribed in the Chapter 11 Plan, the Confirmation Order, or in the trust agreement for TAFT X (the “**TAFT X Agreement**”).

Issue	Description
	<p>supportive of remediation and abatement of the opioid crisis within a tribal community.</p> <p>Specifically, (i) no less than ninety five percent (95%) of the Abatement Funds distributed under the TAFT X Agreement shall be used by Tribes for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the scope of Schedules B and D (the “Approved Tribal Opioid Abatement Uses”); and (ii) no more than five percent (5%) of the Abatement Funds may be used to fund administrative expenses incurred in connection with the spending of Abatement Funds for Approved Tribal Opioid Abatement Uses (“Approved Administrative Expenses,” and, together with the Approved Tribal Opioid Abatement Uses, “Approved Uses”).</p> <p>For the avoidance of doubt, Schedule D is a non-exhaustive, illustrative list of culturally appropriate activities, practices, teachings or ceremonies that may, in the judgment of a Tribe or Tribal Organization, be aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.</p> <p>TAFT X shall, in accordance with the Plan, the Confirmation Order and the TAFT X Agreement, distribute Abatement Funds to Tribes for Approved Uses.</p> <p>Notwithstanding anything in these Tribe Trust Distribution Procedures that might imply to the contrary, projects or programs that constitute Approved Tribal Opioid Abatement Uses may be provided by Tribes, Tribal Organizations, tribal agencies or subdivisions or nongovernmental parties and funded from Abatement Funds.</p>
<p>3. DISBURSEMENT OF ABATEMENT DISTRIBUTIONS</p>	<p>The Chapter 11 Plan or the TAFT X Agreement, as applicable, shall provide for the establishment of TAFT X and the appointment of TAFT X Directors. The TAFT X Directors shall distribute the Abatement Funds consistent with the Tribal Allocation Percentages set forth on Schedule C. The Tribal Allocation Percentages are based on the Tribal Allocation Matrix described on Schedule E.</p>
<p>4. ATTORNEYS’ FEES AND COSTS FUND</p>	<p>Subject to the terms of the Chapter 11 Plan and the Confirmation Order.</p>

Issue	Description
<p>5. TRIBAL ABATEMENT FUNDING</p>	<ol style="list-style-type: none"> 1. The allocation of distributions of Abatement Funds among Tribes will be consistent with the Tribal Allocation Percentages set forth on Schedule C, which will be included as part of the Trust Documents (as defined in the TAFT X Agreement). 2. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see Schedule B) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a Tribe or Tribal Organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community. A list of representative examples of such culturally appropriate abatement strategies, practices, and programs is attached hereto as Schedule D (the “Tribal Abatement Strategies”). The separate allocation of abatement funding and illustrative list of Tribal Abatement Strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native people and that may play an important role in both individual and public health efforts and responses in Native communities. 3. The Tribes agree that Abatement Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis in accordance with the terms of these Tribe Trust Distribution Procedures.
<p>6. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY</p>	<ol style="list-style-type: none"> 1. The TAFT X Directors shall impose appropriate reporting requirements on the Tribes to ensure that Abatement Funds are used only for Approved Uses. The TAFT X Directors may authorize modified reporting requirements for Tribes with allocations below a certain level. 2. TAFT X shall prepare an annual report (an “Annual Report”) that shall be audited by independent auditors as provided in the TAFT X Agreement, which audited Annual Report shall be filed annually with the Bankruptcy Court. 3. The Bankruptcy Court shall have continuing jurisdiction over TAFT X, provided however, the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over TAFT X. 4. The TAFT X Directors shall have the power to take any and all actions that in the judgment of the TAFT X Directors are necessary or proper to fulfill the purposes of TAFT X, including the requirement that 100% of the Abatement Funds distributed under the Plan shall be used to abate the opioid crisis in accordance with the terms hereof.

Issue	Description
	5. Notwithstanding any other provision of these Tribe Trust Distribution Procedures, the TAFT X Directors shall implement these Tribe Trust Distribution Procedures in accordance with the Indian Self-Determination and Education Assistance Act of 1975, 25 U.S.C. 5301 <i>et seq.</i> and, for the avoidance of doubt, a Tribe, Tribal Organization or inter-tribal consortium may charge its federally-approved indirect cost rate consistent with such Act with respect to opioid abatement programs carried out by such Tribe, Tribal Organization or inter-tribal consortium.

Schedule A

(Reserved)

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following¹:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Public Creditor Trust Distribution Procedures.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance

programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 2. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail

or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide

care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Schedule C
Tribe Beneficiaries and Tribal Allocation Percentages

Allocation of Settlement Among Tribes

6/18/2021

Federally Recognized Tribe Name	Division of Funds (Allocation %)
Total	100.0000%
Absentee-Shawnee Tribe of Indians of Oklahoma	0.5575%
Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California	0.0406%
Ak-Chin Indian Community	0.0635%
Alabama-Coushatta Tribe of Texas	0.0293%
Alabama-Quassarte Tribal Town	0.0111%
ALL Alaskan Tribes	9.2643%
Alaska Native Tribal Health Consortium	1.8883%
*Aleutian Pribilof Islands Association	0.0674%
*Arctic Slope Native Association	0.2825%
*Bristol Bay Area Health Corporation	0.4733%
Chickaloon Native Village	0.0105%
*Chugachmiut	0.1055%
*Copper River Native Association	0.0922%
*Eastern Aleutian Tribes	0.1017%
Eklutna Native Village	0.0125%
Eyak Native Village	0.0202%
*Kodiak Area Native Association	0.1817%
*Kenaitze Indian Tribe	0.1544%
*Ketchikan Indian Community	0.1033%
Knik Tribe	0.0118%
*Manilaq Association	0.4026%
Metlakatla Indian Community	0.0703%
*Mt. Sanford Tribal Consortium	0.0268%
*Norton Sound Health Corporation	0.5929%
*Southcentral Foundation	1.5145%
*Southeast Alaska Regional Health Corporation	0.5865%
Seldovia Village Tribe	0.0322%
*Tanana Chiefs' Conference (including Council of Athabascan Tribal Governments)	0.9318%
Yakutat Tlingit Tribe	0.0290%
*Yukon Kuskokwim Health Corporation	1.4987%
Native Village of Chitina	0.0115%
Ninilchik Village	0.0289%
Native Village of Tanana	0.0190%
Native Village of Tyonek	0.0145%
Alturas Indian Rancheria, California	0.0008%
Apache Tribe of Oklahoma	0.1334%
Arapaho Tribe of the Wind River Reservation, Wyoming	0.3444%
Aroostook Band of Micmacs	0.0370%
Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana	0.3789%
Augustine Band of Cahuilla Indians, California	0.0013%
Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin	0.1533%
Bay Mills Indian Community, Michigan	0.0714%
Bear River Band of the Rohnerville Rancheria, California	0.0507%
Berry Creek Rancheria of Maidu Indians of California	0.1121%
Big Lagoon Rancheria, California	0.0027%
Big Pine Paiute Tribe of the Owens Valley	0.0320%
Big Sandy Rancheria of Western Mono Indians of California	0.0328%
Big Valley Band of Pomo Indians of the Big Valley Rancheria, California	0.1214%
Bishop Paiute Tribe	0.1041%
Blackfeet Tribe of the Blackfeet Indian Reservation of Montana	0.5378%

Federally Recognized Tribe Name	Division of Funds (Allocation %)
Blue Lake Rancheria, California	0.0038%
Bois Forte (Nett Lake) Band of the Minnesota Chippewa Tribe, Minnesota	0.0820%
Bridgeport Indian Colony	0.0026%
Buena Vista Rancheria of Me-Wuk Indians of California	0.0034%
Burns Paiute Tribe	0.0116%
Cabazon Band of Mission Indians, California	0.0017%
Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California	0.0056%
Caddo Nation of Oklahoma	0.1084%
Cahto Tribe of the Laytonville Rancheria	0.0207%
Cahuilla Band of Indians	0.0368%
California Valley Miwok Tribe, California	0.0044%
Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California	0.0241%
Catawba Indian Nation	0.0743%
Cayuga Nation	0.0070%
Cedarville Rancheria, California	0.0019%
Chemehuevi Indian Tribe of the Chemehuevi Reservation, California	0.0181%
Cher-Ae Heights Indian Community of the Trinidad Rancheria, California	0.0200%
Cherokee Nation	12.1894%
Cheyenne and Arapaho Tribes, Oklahoma	0.7723%
Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota	0.2906%
Chickahominy Indian Tribe	0.0315%
Chickahominy Indian Tribe—Eastern Division	0.0085%
Chickasaw Nation	2.1567%
Chicken Ranch Rancheria of Me-Wuk Indians of California	0.0026%
Chippewa Cree Indians of the Rocky Boy's Reservation, Montana	0.2330%
Chitimacha Tribe of Louisiana	0.0347%
Choctaw Nation of Oklahoma	5.4805%
Citizen Potawatomi Nation, Oklahoma	1.4669%
Cloverdale Rancheria of Pomo Indians of California	0.0518%
Cocopah Tribe of Arizona	0.0366%
Coeur D'Alene Tribe	0.2865%
Cold Springs Rancheria of Mono Indians of California	0.0108%
Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California	0.2784%
Comanche Nation, Oklahoma	0.6989%
Confederated Salish and Kootenai Tribes of the Flathead Reservation	0.6040%
Confederated Tribes and Bands of the Yakama Nation	0.6242%
Confederated Tribes of Siletz Indians of Oregon	0.4294%
Confederated Tribes of the Chehalis Reservation	0.0887%
Confederated Tribes of the Colville Reservation	0.4214%
Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians	0.0541%
Confederated Tribes of the Goshute Reservation, Nevada and Utah	0.0144%
Confederated Tribes of the Grand Ronde Community of Oregon	0.2456%
Confederated Tribes of the Umatilla Indian Reservation	0.1554%
Confederated Tribes of the Warm Springs Reservation of Oregon	0.3374%
Coquille Indian Tribe	0.0926%
Coushatta Tribe of Louisiana	0.0264%
Cow Creek Band of Umpqua Tribe of Indians	0.1532%
Cowlitz Indian Tribe	0.4024%
Coyote Valley Band of Pomo Indians of California	0.0337%
Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota	0.1504%
Crow Tribe of Montana	0.7579%
Delaware Nation, Oklahoma	0.0342%
Delaware Tribe of Indians	0.3134%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Dry Creek Rancheria Band of Pomo Indians, California	0.0709%
Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada	0.0224%
Eastern Band of Cherokee Indians	0.9560%
Eastern Shawnee Tribe of Oklahoma	0.0548%
Eastern Shoshone Tribe of the Wind River Reservation, Wyoming	0.1459%
Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California	0.0101%
Elk Valley Rancheria, California	0.0063%
Ely Shoshone Tribe of Nevada	0.0550%
Enterprise Rancheria of Maidu Indians of California	0.1825%
Ewapaay Band of Kumeyaay Indians, California	0.0004%
Federated Indians of Graton Rancheria, California	0.0770%
Flandreau Santee Sioux Tribe of South Dakota	0.0224%
Fond du Lac Band of the Minnesota Chippewa Tribe, Minnesota	0.3382%
Forest County Potawatomi Community, Wisconsin	0.0266%
Fort Belknap Indian Community of the Fort Belknap Reservation of Montana	0.1662%
Fort Bidwell Indian Community of the Fort Bidwell Reservation of California	0.0088%
Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California	0.0104%
Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon	0.0212%
Fort McDowell Yavapai Nation, Arizona	0.0852%
Fort Mojave Indian Tribe of Arizona, California & Nevada	0.1614%
Fort Sill Apache Tribe of Oklahoma	0.0194%
Gila River Indian Community of the Gila River Indian Reservation, Arizona	2.5642%
Grand Portage Band of the Minnesota Chippewa Tribe, Minnesota	0.0211%
Grand Traverse Band of Ottawa and Chippewa Indians, Michigan	0.1041%
Greenville Rancheria	0.0942%
Grindstone Indian Rancheria of Wintun-Wailaki Indians of California	0.0255%
Gridville Rancheria of California	0.0137%
Habematolel Pomo of Upper Lake, California	0.0275%
Hannahville Indian Community, Michigan	0.0279%
Havasupai Tribe of the Havasupai Reservation, Arizona	0.0325%
Ho-Chunk Nation of Wisconsin	0.2791%
Hoh Indian Tribe	0.0032%
Hoopa Valley Tribe, California	0.2647%
Hopi Tribe of Arizona	0.4475%
Hopland Band of Pomo Indians, California	0.0723%
Houlton Band of Maliseet Indians	0.0350%
Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona	0.2240%
Iipay Nation of Santa Ysabel, California	0.0136%
Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California	0.0008%
Ione Band of Miwok Indians of California	0.1215%
Iowa Tribe of Kansas and Nebraska	0.0527%
Iowa Tribe of Oklahoma	0.0959%
Jackson Band of Miwok Indians	0.0054%
Jamestown S'Klallam Tribe	0.0344%
Jamul Indian Village of California	0.0082%
Jena Band of Choctaw Indians	0.0116%
Jicarilla Apache Nation, New Mexico	0.2812%
Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona	0.0158%
Kalispel Indian Community of the Kalispel Reservation	0.0374%
Karuk Tribe	0.2540%
Kashia Band of Pomo Indians of the Stewart Point Rancheria, California	0.0043%
Kaw Nation, Oklahoma	0.1314%
Kewa Pueblo, New Mexico	0.1155%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Keweenaw Bay Indian Community, Michigan	0.1080%
Kialegee Tribal Town	0.0174%
Kickapoo Traditional Tribe of Texas	0.0175%
Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas	0.0580%
Kickapoo Tribe of Oklahoma	0.5597%
Kiowa Indian Tribe of Oklahoma	0.4367%
Klamath Tribes	0.1776%
Kletsel Dehe Band of Wintun Indians	0.0363%
Koi Nation of Northern California	0.0140%
Kootenai Tribe of Idaho	0.0097%
La Jolla Band of Luiseno Indians, California	0.0372%
La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California	0.0030%
Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin	0.1611%
Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin	0.2145%
Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan	0.0310%
Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada	0.3560%
Leech Lake Band of the Minnesota Chippewa Tribe, Minnesota	0.3876%
Little River Band of Ottawa Indians, Michigan	0.0925%
Little Shell Tribe of Chippewa Indians of Montana	0.2023%
Little Traverse Bay Bands of Odawa Indians, Michigan	0.1765%
Lone Pine Paiute-Shoshone Tribe	0.0210%
Los Coyotes Band of Cahuilla and Cupeno Indians, California	0.0157%
Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada	0.0173%
Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota	0.0499%
Lower Elwha Tribal Community	0.0686%
Lower Sioux Indian Community in the State of Minnesota	0.0236%
Lummi Tribe of the Lummi Reservation	0.2100%
Lytton Rancheria of California	0.0238%
Makah Indian Tribe of the Makah Indian Reservation	0.1833%
Manchester Band of Pomo Indians of the Manchester Rancheria, California	0.0819%
Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California	0.0046%
Mashantucket Pequot Indian Tribe	0.0369%
Mashpee Wampanoag Tribe	0.0687%
Match-e-be-nash-she-wish Band of Pottawatomis Indians of Michigan	0.0175%
Mechoopda Indian Tribe of Chico Rancheria, California	0.1655%
Menominee Indian Tribe of Wisconsin	0.2586%
Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California	0.0337%
Mescalero Apache Tribe of the Mescalero Reservation, New Mexico	0.2753%
Miami Tribe of Oklahoma	0.0514%
Micoosukee Tribe of Indians	0.0269%
Middletown Rancheria of Pomo Indians of California	0.0260%
Mille Lacs Band of the Minnesota Chippewa Tribe, Minnesota	0.1295%
Mississippi Band of Choctaw Indians	0.4540%
Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada	0.0431%
Modoc Nation	0.0054%
Mohegan Tribe of Indians of Connecticut	0.0666%
Monacan Indian Nation	0.0588%
Mooretown Rancheria of Maidu Indians of California	0.1949%
Morongo Band of Mission Indians, California	0.0795%
Muckleshoot Indian Tribe	0.2826%
Muscogee (Creek) Nation	2.8659%
Nansemond Indian Nation	0.0071%
Narragansett Indian Tribe	0.0435%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Navajo Nation, Arizona, New Mexico & Utah	15.2207%
Nez Perce Tribe	0.2349%
Nisqually Indian Tribe	0.0661%
Nooksack Indian Tribe	0.0494%
Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana	0.2535%
Northfork Rancheria of Mono Indians of California	0.1192%
Northwestern Band of the Shoshone Nation	0.0046%
Nottawaseppi Huron Band of the Potawatomi, Michigan	0.0735%
Oglala Sioux Tribe	0.9582%
Ohkay Owingeh, New Mexico	0.2226%
Omaha Tribe of Nebraska	0.1098%
Oneida Indian Nation	0.0792%
Oneida Nation	0.6249%
Onondaga Nation	0.0286%
Osage Nation	0.2998%
Otoe-Missouria Tribe of Indians, Oklahoma	0.1412%
Ottawa Tribe of Oklahoma	0.0294%
Paiute Indian Tribe of Utah (Cedar Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes)	0.0864%
Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada	0.1593%
Pala Band of Mission Indians	0.0654%
Pamunkey Indian Tribe	0.0149%
Pascua Yaqui Tribe of Arizona	0.6028%
Paskenta Band of Nomlaki Indians of California	0.0061%
Passamaquoddy Tribe Indian Township	0.0601%
Passamaquoddy Tribe Pleasant Point	0.0758%
Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California	0.0135%
Pawnee Nation of Oklahoma	0.1674%
Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation, California	0.1620%
Penobscot Nation	0.1004%
Peoria Tribe of Indians of Oklahoma	0.0425%
Picayune Rancheria of Chukchansi Indians of California	0.0820%
Pinoleville Pomo Nation, California	0.0269%
Pit River Tribe, California (includes: XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)	0.1144%
Poarch Band of Creeks	0.1346%
Pokagon Band of Potawatomi Indians, Michigan and Indiana	0.1197%
Ponca Tribe of Indians of Oklahoma	0.2376%
Ponca Tribe of Nebraska	0.1290%
Port Gamble S'Klallam Tribe	0.0841%
Potter Valley Tribe, California	0.0005%
Prairie Band Potawatomi Nation	0.0680%
Prairie Island Indian Community in the State of Minnesota	0.0030%
Pueblo of Acoma, New Mexico	0.1776%
Pueblo of Cochiti, New Mexico	0.0602%
Pueblo of Isleta, New Mexico	0.9641%
Pueblo of Jemez, New Mexico	0.4715%
Pueblo of Laguna, New Mexico	0.3010%
Pueblo of Nambe, New Mexico	0.0678%
Pueblo of Picturis, New Mexico	0.0148%
Pueblo of Pojoaque, New Mexico	0.0364%
Pueblo of San Felipe, New Mexico	0.1962%
Pueblo of San Ildefonso, New Mexico	0.0515%
Pueblo of Sandia, New Mexico	0.0539%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Pueblo of Santa Ana, New Mexico	0.1216%
Pueblo of Santa Clara, New Mexico	0.0972%
Pueblo of Taos, New Mexico	0.1254%
Pueblo of Tesuque, New Mexico	0.0368%
Pueblo of Zia, New Mexico	0.1135%
Puyallup Tribe of the Puyallup Reservation	0.3461%
Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada	0.2112%
Quapaw Nation	0.0677%
Quartz Valley Indian Community of the Quartz Valley Reservation of California	0.0209%
Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona	0.2304%
Quileute Tribe of the Quileute Reservation	0.0445%
Quinault Indian Nation	0.1554%
Ramona Band of Cahuilla, California	0.0016%
Rappahannock Tribe, Inc.	0.0068%
Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin	0.0680%
Red Lake Band of Chippewa Indians, Minnesota	0.3333%
Redding Rancheria, California	0.3258%
Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California	0.0214%
Reno-Sparks Indian Colony, Nevada	0.4667%
Resighini Rancheria, California	0.0117%
Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California	0.0301%
Robinson Rancheria	0.0577%
Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota	0.3906%
Round Valley Indian Tribes, Round Valley Reservation, California	0.1304%
Sac & Fox Nation of Missouri in Kansas and Nebraska	0.0066%
Sac & Fox Nation, Oklahoma	0.4786%
Sac & Fox Tribe of the Mississippi in Iowa	0.0652%
Saginaw Chippewa Indian Tribe of Michigan	0.1612%
Saint Regis Mohawk Tribe	0.3164%
Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona	0.3690%
Samish Indian Nation	0.0508%
San Carlos Apache Tribe of the San Carlos Reservation, Arizona	0.9842%
San Juan Southern Paiute Tribe of Arizona	0.0052%
San Manuel Band of Mission Indians, California	0.0212%
San Pasqual Band of Diegueno Mission Indians of California	0.0096%
Santa Rosa Band of Cahuilla Indians, California	0.0163%
Santa Rosa Indian Community of the Santa Rosa Rancheria, California	0.0567%
Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California	0.0489%
Santee Sioux Nation, Nebraska	0.0407%
Sauk-Suiattle Indian Tribe	0.0041%
Sault Ste. Marie Tribe of Chippewa Indians, Michigan	0.7720%
Scotts Valley Band of Pomo Indians of California	0.0140%
The Seminole Nation of Oklahoma	0.4506%
Seminole Tribe of Florida	0.4524%
Seneca Nation of Indians	0.4387%
Seneca-Cayuga Nation	0.0727%
Shakopee Mdewakanton Sioux Community of Minnesota	0.0040%
Shawnee Tribe	0.0385%
Sherwood Valley Rancheria of Pomo Indians of California	0.0390%
Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California	0.0578%
Shinnecock Indian Nation	0.0136%
Shoalwater Bay Indian Tribe of the Shoalwater Bay Indian Reservation	0.0388%
Shoshone-Bannock Tribes of the Fort Hall Reservation	0.2571%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada	0.1081%
Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota	0.2481%
Skokomish Indian Tribe	0.0492%
Skull Valley Band of Goshute Indians of Utah	0.0031%
Snoqualmie Indian Tribe	0.0268%
Soboba Band of Luiseno Indians, California	0.1192%
Sokaogon Chippewa Community, Wisconsin	0.0119%
Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado	0.0816%
Spirit Lake Tribe, North Dakota	0.1358%
Spokane Tribe of the Spokane Reservation	0.1194%
Squaxin Island Tribe of the Squaxin Island Reservation	0.0474%
St. Croix Chippewa Indians of Wisconsin	0.0720%
Standing Rock Sioux Tribe of North & South Dakota	0.2451%
Stillaguamish Tribe of Indians of Washington	0.0069%
Stockbridge Munsee Community, Wisconsin	0.0656%
Summit Lake Paiute Tribe of Nevada	0.0045%
Suquamish Indian Tribe of the Port Madison Reservation	0.0385%
Susanville Indian Rancheria, California	0.0940%
Swinomish Indian Tribal Community	0.0685%
Sycuan Band of the Kumeyaay Nation	0.0050%
Table Mountain Rancheria	0.0008%
Tejon Indian Tribe	0.0230%
Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)	0.1564%
Thlopthlocco Tribal Town	0.0385%
Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota	0.2170%
Timbisha Shoshone Tribe	0.0061%
Tohono O'odham Nation of Arizona	1.4176%
Tolowa Dee-ni' Nation	0.1350%
Tonawanda Band of Seneca	0.0103%
Tonkawa Tribe of Indians of Oklahoma	0.0387%
Tonto Apache Tribe of Arizona	0.0187%
Torres Martinez Desert Cahuilla Indians, California	0.0496%
Tulalip Tribes of Washington	0.3139%
Tule River Indian Tribe of the Tule River Reservation, California	0.1030%
Tunica-Biloxi Indian Tribe	0.0183%
Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California	0.0252%
Turtle Mountain Band of Chippewa Indians of North Dakota	0.4382%
Tuscarora Nation	0.0127%
Twenty-Nine Palms Band of Mission Indians of California	0.0023%
United Auburn Indian Community of the Auburn Rancheria of California	0.3284%
United Keetoowah Band of Cherokee Indians in Oklahoma	0.1820%
Upper Mattaponi Tribe	0.0194%
Upper Sioux Community, Minnesota	0.0055%
Upper Skagit Indian Tribe	0.0250%
Ute Indian Tribe of the Uintah & Ouray Reservation, Utah	0.3345%
Ute Mountain Ute Tribe	0.1348%
Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California	0.0030%
Capitan Grande Band of Diegueno Mission Indians of California (Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California; Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California)	0.0639%
Walker River Paiute Tribe, Nevada	0.0922%
Wampanoag Tribe of Gay Head (Aquinnah)	0.0216%
Washoe Tribe of Nevada & California	0.2416%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
White Earth Band of the Minnesota Chippewa Tribe, Minnesota	0.3129%
White Mountain Apache Tribe of the Fort Apache Reservation, Arizona	1.2832%
Wichita and Affiliated Tribes, Oklahoma	0.1054%
Wilton Rancheria, California	0.0764%
Winnebago Tribe of Nebraska	0.1438%
Winnemucca Indian Colony of Nevada	0.0121%
Wiyot Tribe, California	0.0513%
Wyandotte Nation	0.0858%
Yankton Sioux Tribe of South Dakota	0.1301%
Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona	0.1642%
Yavapai-Prescott Indian Tribe	0.0463%
Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada	0.0546%
Yocha Dehe Wintun Nation, California	0.0091%
Yomba Shoshone Tribe of the Yomba Reservation, Nevada	0.0162%
Ysleta del Sur Pueblo	0.0531%
Yurok Tribe of the Yurok Reservation, California	0.4941%
Zuni Tribe of the Zuni Reservation, New Mexico	0.4432%

* 50% of the allocation to this entity shall be made available to federally recognized tribes served by the entity.

Schedule D
Tribal Abatement Strategies

The following is a non-exhaustive, illustrative list of culturally appropriate activities, practices, teachings or ceremonies that may, in the judgment of the Tribes, be aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.

Each of the 574 federally recognized Tribes in the United States has its own cultures, histories and traditions. Each Tribe is best suited to determine the most effective abatement strategies for the specific community it serves. The following list provides select examples of tribal abatement strategies and is not intended to limit the remediation and abatement activities for which any Tribe or tribal organization may utilize its share of Abatement Funds.

1. Traditional Activities Associated with Cultural Identity and Healing

Tribal cultural activities can help address historical and intergenerational trauma and feelings of cultural loss that may be underlying root causes and/or contributing factors to addiction. These can include, for example:

- Utilization of traditional healers and spiritual and traditional approaches to healing;
- Sweat lodges, sacred pipe ceremonies, smudging and other ceremonies;
- Talking circles;
- Cultural activities such as basket weaving, pottery making, drum making, canoe building, etc., depending on the Tribe;
- Cultural and linguistic immersion programs.

These traditional activities may be combined with other treatment or included in integrated treatment models, as discussed below.

Example: Drum-Assisted Recovery Therapy for Native Americans (DARTNA) is supported by research. Drums are a sacred instrument in many American Indian and Alaska Native cultures and are often associated with ceremonies and healing. In addition to providing a sense of cultural connection, drumming may have physical and psychological effects that make it a promising focus for treatment.

Example: Some Tribes have utilized seasonal cultural immersion camps in lieu of or in combination with residential treatment for substance use disorder. Participants practice traditional lifeways, including hunting, fishing, living in traditional dwellings and cultural and/or spiritual practices during the course of treatment.

2. Culturally Competent Integrated Treatment Models

Example: The Swinomish Tribe designed and developed a unique treatment program called Didg^wálič that integrates evidence-based chemical dependency treatment with holistic, culturally competent care to successfully deal with the effects of opioid use

disorder (OUD). Didg^wálič provides a full array of medical and social services, utilizing a model of care that centers on and incorporates the Tribe's culture and values. The Tribal government and individual Tribal members provide cultural leadership and advice on the use of Native language and practices in the program.

Example: The Tulalip Tribe operates the Healing Lodge, a culturally sensitive transitional home facility for tribal members who are seeking to recover from addiction. In addition to a clean and sober living environment, the facility provides transportation to and from Chemical Dependency/ Mental Wellness groups and individual counseling sessions, sober support groups and cultural activities such as sweats, powwow and family nights. The program also connects residents with educational activities such as life skills trainings, budgeting, post generational trauma and Red Road to Wellbriety, a recovery and wellness program similar in some ways to the 12 Steps of AA but designed especially for Native American and following the teachings of the Medicine Wheel.

3. Culturally Grounded Community Prevention

Culturally competent prevention programs, tailored to each tribal community, can play an important role in stopping and reversing the spread of the opioid epidemic.

Example: The Healing of the Canoe is a collaborative project between the Suquamish Tribe, the Port Gamble S'Klallam Tribe and the University of Washington Alcohol and Drug Abuse Institute (ADAI). It has led to the development and dissemination of the Culturally Grounded Life Skills for Youth curriculum, an evidence-based, strengths-based life skills curriculum for Native youth that uses elements of a Tribe's culture to help prevent substance abuse and connect its youth to their tribal community and culture. It teaches Native youth the skills they need to navigate their life's journey without being pulled off course by alcohol or drugs, using tribal values, traditions and culture both as a compass to guide them and an anchor to ground them. By reversing the historical trauma of forced assimilation, this approach attacks the root cause of so much substance abuse among tribal youth.

Example: The Association of Village Council Presidents has responded to the opioid crisis through the Healthy Families Program, which promotes and supports whole health through the sharing, teaching, and practice of traditional values through Elluarluteng Illakutellriit - a framework illustrating the Yup'ik life cycle of traditional practices, values and beliefs from Yup'ik Elders. This framework functions alongside western and medical practices to help individuals overcome their addictions permanently.

4. Peacekeeping and Wellness Courts

Many Tribes have had success treating opioid offenders using traditional healing practices and alternative institutions, sometimes called wellness courts or peacekeeping courts.

Example: The Yurok Tribal Court, in coordination with the California State courts in Humboldt and Del Norte Counties, operates its Family Wellness Courts (FWC) for

Yurok families suffering from opioid abuse problems. The FWC seeks to develop judicial practices that are consistent with Yurok tribal values and needs, combining the resources and expertise of both systems. It focuses on reintegrating tribal members into the culture and life of the Yurok community and helping them establish a drug-free lifestyle.

5. **Community Workforce Development and Training**

Cultural competency training as well as community workforce development can be a critical tool for addressing gaps in services, especially in rural and remote tribal communities, where it can be extremely difficult to recruit and retain qualified health care professionals.

Example: In Alaska, the Community Health Aide Program (CHAP) has increased access to medical treatment to more than 170 rural Alaskan villages utilizing a workforce development model geared toward Native people. Under CHAP, individuals selected by their communities are provided with training as community health aides and practitioners to work in rural villages under the supervision of, and in collaboration with, higher level medical professionals, often aided by telemedicine technology. As part of CHAP, behavioral health aides (BHAs) are trained as counselors, educators and advocates to help address mental health and addiction issues.

Example: Part of the Swinomish Tribe's Didg^wálič treatment model, discussed above, is training for Tribal members with a goal of building a new generation of clinically trained and culturally competent Native counselors and providers.

Schedule E
Tribal Allocation Matrix

The Tribal Nation’s allocation matrix is built around six data points: MMEs (morphine milligram equivalents) imputed to each Tribe; drug and prescription opioid overdose rates imputed to each Tribe; Indian Health Service (IHS) user population for each Tribe; citizenship population for each Tribe; relative poverty rates imputed to each Tribe; and relative cost of living imputed to each Tribe. Data are “imputed” to a Tribe by estimation based on population when the data is only available on a county or statewide basis. In the case of MMEs and drug overdose rates, the imputation of the data to a tribal population is multiplied by a “disproportionate impact” adjustment reflecting the higher incidence of opioid use disorder and prescription opioid overdose deaths in tribal communities.

Two computations are undertaken for all Tribes, and then combined together. 85% of a Tribe’s matrix share is calculated by considering its imputed MME rate (50%), overdose rates (40%), and poverty rate (10%) as applied to its IHS user population. 15% of a Tribe’s matrix share is calculated by considering the same three elements, similarly weighted, as applied to the Tribe’s citizenship data. Once these two matrix results are combined, the resulting share is further adjusted by each Tribe’s relative cost of living. COLA adjustments are done on a regional basis and are weighted at 10%, resulting in modest adjustments ranging from 1.3% down to 2.4% up.

Data for Alaska Tribes was initially computed on a statewide basis, and the resulting matrix share for Alaska was then subdivided among Alaska Tribes and tribal organizations participating in the Alaska Tribal Health Compact (employing the same methodology historically used to allocate certain other tribal health care funds across Alaska tribal health care providers).

The matrix allocates individual amounts to each California Tribe, although four intertribal health care providers in California have also separately filed litigation. Each such intertribal provider will engage in discussions with its member tribes and agree on an amount that the member tribes will allocate from their funds to the intertribal provider.

Tribal citizenship data used in the matrix was subject to a tribal verification process (except for Alaska, where data was drawn from the U.S. Census). In instances where IHS user population data for multiple Tribes was not allocated by IHS to individual Tribes, user populations were prorated across the Tribes within an IHS service unit based on the Tribes’ relative tribal citizenship.

EXHIBIT 2
TRIBAL OPIOID CONSIDERATION

The Tribal Opioid Consideration shall be paid on the Effective Date; \$8.1 million to TAFT X and \$900,000 to the Professionals Fee Fund described in Section 3.1(d) of the Trust Agreement.

EXHIBIT 3
PROFESSIONALS FEE FUNDS

[]

EXHIBIT 4
INVESTMENT GUIDELINES

In General. Only the following investments will be permitted:

- (i) Demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured;
- (ii) U.S. Treasury bills, bonds, and notes, including, but not limited to, long-term U.S. Treasury bills, bonds, notes, and other Government Securities as defined under Section 2(a)(16) of the Investment Company Act of 1940, 15 U.S.C. § 80a-2(a)(16), including, but not limited to, Fannie Mae, Freddie Mac, Federal Home Loan Bank, and Federal Farm Credit;
- (iii) Repurchase agreements for U.S. Treasury bills, bonds, and notes;
- (iv) Commercial Paper (rated A1/P-1 by Standard & Poor's and Moody's);
- (v) AA or AAA corporate bonds (with the rating awarded by at least two of the three major rating agencies (Standard & Poor's, Moody's, or Fitch)); or
- (vi) Open-ended mutual funds owning only assets described in subparts (i) through (v) of this subsection.

The value of bonds of any single company and its affiliates owned by the Trust directly rather than through a mutual fund shall not exceed 10% of the investment portfolio at time of purchase; this restriction does not apply to any of the following: Repurchase Agreements; Money Market Funds; U.S. Treasuries; and U.S. Government Agencies.

Any such investments shall be made consistently with the Uniform Prudent Investor Act. The determination of the rating of any investments shall be made by the Trust's financial advisor on the date of acquisition of any such investment or on the date of re-investment. The Trust's financial advisor shall reconfirm that all investments of Trust Assets still meet the original rating requirement on a quarterly basis. If the Trust's financial advisors determine that any particular investment no longer meets the rating requirement, there shall be a substitution of that investment with an investment that meets the ratings requirement as promptly as practicable, but in no event later than the next reporting period. Previously purchased securities downgraded below AA may be held for a reasonable and prudent period of time if the Trust's financial advisor believes it is in the interest of the Trust to do so.

The borrowing of funds or securities for the purpose of leveraging, shorting, or other investments is prohibited. Investment in non-U.S. dollar denominated bonds is prohibited. The standing default investment instruction for all cash in any account or subaccount that holds any Trust Assets in cash shall be invested in the BlackRock Fed Fund (CUSIP 09248U700).

See example fund-level requirements table on following page.

Fund Level Requirements

1. OTC Derivatives Counterparty Exposure – Not allowed
2. Non-U.S. dollar denominated bonds – Not allowed

TYPE OF INVESTMENT	ELIGIBLE	PROHIBITED	COMMENTS
U.S. Treasury Securities	X		
U.S. Agency Securities	X		
Mortgage-Related Securities		x	
Asset-Backed Securities		x	
Corporate Securities (public)	X		
Municipal bonds	X		
DERIVATIVES:			
	No investment, including futures, options and other derivatives, may be purchased if its return is directly or indirectly determined by an investment prohibited elsewhere in these guidelines.		
Futures		x	
Options		x	
Currency Forwards		x	
Currency Futures		x	
Currency Options		x	
Currency Swaps		x	
Interest Rate Swaps		x	
Total Return Swaps		x	
Structured Notes		X	
Collateralized Debt Obligations		x	
Credit Default Swaps		X	
Mortgage-Related Derivatives		X	
FOREIGN / NON-U.S. DOLLAR:			
Foreign CDs		X	
Foreign U.S. Dollar Denominated Securities		X	
Non-U.S. Dollar Denominated Bonds		X	
Supranational U.S. Dollar Denominated Securities		X	
COMMINGLED VEHICLES (except STIF):			
Collective Funds		X	
Commingled Trust Funds (open ended mutual funds only)		X	
Common Trust Funds		X	
Registered Investment Companies		X	
MONEY MARKET SECURITIES:			
Qualified STIF		x	
Interest Bearing Bank Obligations Insured by a Federal or State Agency	X		
Commercial Paper		x	
Master Note Agreements and Demand Notes		x	
Repurchase Agreements		x	
OTHER:			
Bank Loans		x	
Convertibles (e.g., Lyons)		x	
Municipal Bonds	X		
Preferred Stock		x	
Private Placements (excluding 144A)	X		
Rule 144A Issues	X		
Zero Coupon Bonds	X		
Commodities		X	
Catastrophe Bonds		X	

Exhibit 8

Canadian Provinces Trust Agreement

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO CANADIAN PROVINCES TRUST AGREEMENT

Dated as of [●], 2024

[This document is subject to ongoing negotiation and material change. To the extent the Canadian Provinces Consideration is prepaid on the Effective Date, the Canadian Provinces Consideration shall be prepaid in the amount of \$4,271,499.42 (as set forth in Annex 2 of the Canadian Provinces Term Sheet) and the Canadian Provinces Trust Consideration shall be distributed directly from or on behalf of Purchaser Parent to the Canadian Provinces, and shall be allocated in accordance with the Distribution Schedule attached hereto (or such other Distribution Agreement to be agreed between the Required Consenting Global First Lien Creditors, the Debtors, and the Canadian Provinces) in lieu of this Trust Agreement, and the Canadian Provinces Trust shall not be established.]

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ENDO CANADIAN PROVINCES TRUST AGREEMENT

This Endo Canadian Provinces Trust Agreement (together with all Exhibits, supplements, hereto, this “**Trust Agreement**”), dated as of [•], 2024, and effective as of the Effective Date,¹ which implements certain of the terms of the [•] *Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. [•]] (together with all Exhibits and schedules thereto, and as each may be further modified, amended, or supplemented from time to time, the “**Plan**”), is entered into by the initial trustee identified on the signature pages hereto (together with any successor trustee serving in such capacity, the “**Trustee**”)[, and [•] (together with any successor serving in such capacity, the “**Resident Trustee**”).

RECITALS

WHEREAS, on August 16, 2022, Endo International plc and certain of its affiliated debtors and debtors in possession (each, a “**Debtor**” and collectively, together with any later-filed affiliate debtors, the “**Debtors**”) commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), jointly administered under Case No. 22-22549 (JLG) (the “**Chapter 11 Cases**”);

WHEREAS, on [•], 2024, the Bankruptcy Court entered an order (the “**Confirmation Order**”) confirming the Plan, and the Confirmation Order is in full force and effect;

WHEREAS, on [•], 2024, the Canadian Court granted the Canadian Plan Recognition Order, and the Canadian Plan Recognition Order is in full force and effect;

WHEREAS, the Plan provides, *inter alia*, for the establishment of this Endo Canadian Provinces Trust (the “**Trust**”) in accordance with Section 5.20(f) of the Plan;

WHEREAS, pursuant to the Plan and the Confirmation Order, the Trust shall be established to (a) assume all liability for Canadian Provinces Claims; (b) receive and administer the Canadian Provinces Consideration in accordance with the terms of the Plan; (c) make or cause to be made Distributions on account of the Allowed Canadian Provinces Claims in accordance with the Schedule attached hereto as **Exhibit 1** (the “**Distribution Schedule**”); and (d) carry out such other matters as are set forth in this Trust Agreement;

WHEREAS, it is intended that the Trust shall at all times qualify as a “qualified settlement fund” within the meaning of Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended (the “**QSF Regulations**”), and, to the extent permitted under applicable law, for state and local income tax purposes

NOW, THEREFORE, it is hereby agreed as follows:

¹ Capitalized terms used but not herein defined shall have the meaning ascribed to them in the Plan or the Confirmation Order, or any Exhibits attached hereto, as applicable.

ARTICLE 1
AGREEMENT OF TRUST

Section 1.1 Creation and Name. There is hereby created the Trust known as the “*Endo Canadian Provinces Trust*,” formed as of the execution and filing of a Certificate of Trust on [•], 2024. The Trustee of the Trust may transact the business and affairs of the Trust in the name of the Trust, and references herein to the Trust shall include the Trustee acting on behalf of the Trust.

Section 1.2 Purposes. The purposes of the Trust are to:

- (a) assume all liability for all Canadian Provinces Claims;
- (b) receive and administer the Canadian Provinces Consideration to be paid under the Plan;
- (c) make distributions to Canadian Provinces on account of Allowed Canadian Provinces Claims, in each case, in accordance with the Distribution Schedule;
- (d) hold, manage, and invest the Canadian Provinces Consideration and all additional assets, proceeds thereof, and earnings thereon (collectively, the “*Trust Assets*”) in accordance with the terms of this Trust Agreement for the benefit of the Beneficiaries (as defined in Section 1.5(a) below);
- (e) qualify at all times as a qualified settlement fund within the meaning of the QSF Regulations and be treated consistently for state and local tax purposes to the extent applicable;
- (f) use the Trust Assets to:
 - (i) make distributions to Canadian Provinces in accordance with the Plan, the Confirmation Order, and this Trust Agreement (including the Distribution Schedule);
 - (ii) hold and maintain reserves (the “*Trust Operating Reserve*”) to pay the fees and expenses incurred with respect to administering the Trust and managing the Trust Assets (together, the “*Trust Operating Expenses*”), which Trust Operating Reserve which shall be (1) funded with Cash and Cash equivalents held by the Trust in accordance with this Trust Agreement; and (2) held by the Trust in a segregated account and administered by the Trustee in accordance with this Trust Agreement;
 - (iii) pay the Trust Operating Expenses from the Trust Operating Reserve; and
 - (iv) release or replenish periodically, until the dissolution of the Trust, the Trust Operating Reserve from Cash held or received by the Trust to the extent

deemed necessary by the Trustee to satisfy and pay estimated future Trust Operating Expenses in accordance with this Trust Agreement.

Section 1.3 Transfer of Canadian Provinces Consideration

(a) Installment Payments. Pursuant to the Plan, the Trust shall receive the Canadian Provinces Consideration in an aggregate amount of up to \$7.25 million (USD) in 11 equal installments of \$659,090.91 (USD) over 10 years. The Trust shall receive the first installment of the Canadian Provinces Consideration on or as soon as reasonably practicable following the Effective Date, and each subsequent installment of the Canadian Provinces Consideration shall be paid on each subsequent anniversary of the Effective Date or as soon as reasonably practicable thereafter. The Canadian Provinces Consideration shall be transferred free and clear of all Claims, Liens or other recourse or encumbrances, and shall not be subject to attachment, disgorgement or recoupment by any Person.

(b) Prepayment Option. So long as the Purchaser has not defaulted on the terms of this Trust Agreement, the Purchaser may elect at any time to prepay the then-outstanding amount of the Canadian Provinces Consideration at a discount rate of 12.75%. A schedule of illustrative prepayment amounts is attached hereto as Exhibit 2 (the “*Prepayment Schedule*”); provided, that, the amounts reflected on the Prepayment Schedule are based on the assumption that all of the Beneficiaries grant the Non-GUC Releases such that the Trust is entitled to receive the maximum aggregate amount of the Canadian Provinces Consideration.

(c) Reduction in Canadian Provinces Consideration. If any Canadian Province does not grant or is not deemed to grant the Non-GUC Releases pursuant to the Plan, the amount of the Canadian Provinces Consideration to be received by the Trust shall immediately and irrevocably be reduced in an amount proportionate to such Canadian Province’s allocable portion of the Canadian Provinces Consideration as set forth on the Distribution Schedule and such Canadian Province shall be removed from the Distribution Schedule.

(d) Opioid Abatement. The Canadian Provinces have been and intend to continue to make efforts to ameliorate the public health crisis caused by Canadian Opioid Products. The Canadian Provinces Consideration represents funds that are expected to be used for Canadian government programs and services aimed at assisting Canadians who suffer from Opioid misuse or addition disorder and any costs and expenses arising from or relating to such programs and services, in each case, to the extent permitted by applicable law.

Section 1.4 Acceptance of Trust Assets

(a) In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly accepts the transfer to the Trust of the Canadian Provinces Consideration pursuant to the Plan. The Trust shall succeed to all of the Debtors’ and/or the Purchaser’s, as applicable, right, title and interest, including all legal privileges, in the Canadian Provinces Consideration, and neither the Purchaser nor any other person or entity

transferring such Canadian Provinces Consideration will have any further equitable or legal interest in, or with respect to, the Trust Assets, including the Canadian Provinces Consideration or the Trust. For greater certainty, none of the Cash of the Canadian Debtors shall be contributed to the Trust.

(b) In furtherance of the purposes of the Trust, the Trust hereby expressly assumes all liabilities and responsibility for all Canadian Provinces Claims, and none of the Debtors, the Purchaser, nor the other Released Parties shall have any further financial or other responsibility or liability therefor. For the avoidance of doubt, all Canadian Provinces Claims shall be resolved exclusively in accordance with this Trust Agreement (including, without limitation, the Distribution Schedule).

(c) Notwithstanding anything to the contrary herein, no provision in this Trust Agreement shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(d) In this Trust Agreement, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 1.5 Beneficiaries

(a) The beneficial owners (within the meaning of [applicable law]) of the Trust shall be the Canadian Provinces identified on the Distribution Schedule (each a “*Beneficiary*” and collectively, the “*Beneficiaries*”).

(b) The Beneficiaries shall have only such rights with respect to the Trust and the Trust Assets as are set forth in this Trust Agreement and no greater or other rights shall be deemed to apply to such Beneficiaries, including upon the dissolution, liquidation, or winding up of the Trust. The Beneficiaries may not assert against the Purchaser, any Debtor, any Post-Emergence Entity, or any other Released Party any Canadian Provinces Claim, and may not proceed in any manner against the Purchaser, any Debtor, any Post-Emergence Entity, or any other Released Party on account of any Canadian Provinces Claim in any forum whatsoever, including any U.S. or Canadian court or administrative or arbitral forum. The sole recourse of any Canadian Province eligible to receive a distribution from the Trust as set forth on the Distribution Schedule shall be to the Trust, and each such Canadian Province shall have no right whatsoever to assert any Canadian

Provinces Claim against any of the Debtors, the Purchaser, any Post-Emergence Entity, or any Released Party.

(c) The Beneficiaries shall be subject to the terms of this Trust Agreement, including without limitation, Article 4 hereof.

Section 1.6 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction over the Trust.

ARTICLE 2 **POWERS OF THE TRUSTEE AND TRUST ADMINISTRATION**

Section 2.1 Powers of the Trustee

(a) The Trustee is and shall act as a fiduciary to the Trust in accordance with the provisions of this Trust Agreement. The Trustee shall, at all times, administer the Trust in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or advisable to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any power now or hereafter permitted under the applicable laws.

(b) The management, administration, and operation of the Trust by the Trustee, the exercise of any power or authority by the Trust, and any other actions taken by the Trustee described in this Section 2.1 shall be conducted outside of Canada; provided, that, the Trustee shall be permitted to make, or cause to be made, distributions to Canadian Provinces in accordance with this Trust Agreement, the Plan, the Confirmation Order, and the Canadian Plan Recognition Order.

(c) Except as required by applicable law or the Trust Agreement, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(d) Without limiting the generality of Section 2.1(a) above, and except as limited by applicable law, the Trustee shall have the power to:

- (i) receive and hold the Trust Assets and exercise all rights with respect thereto;
- (ii) invest the monies and other Trust Assets held from time to time by the Trust, subject to the limitations set forth in Section 3.2 below;
- (iii) determine and pay liabilities and Trust Operating Expenses;
- (iv) establish accounts and reasonable reserves within the Trust, as deemed by the Trustee to be useful in administering the Trust;

(v) bring any action relating to the Trust or the Trust Assets in any court of competent jurisdiction;

(vi) initiate, prosecute, defend, and resolve all legal actions and other proceedings related to any Trust Asset, liability, or responsibility of the Trust; *provided, that*, such legal actions and other proceedings shall be limited solely to those required for purposes of (1) administering the Canadian Provinces Claims held by the Beneficiaries; and (2) enforcing the rights of the Trust under this Trust Agreement;

(vii) supervise and administer the Trust in accordance with this Trust Agreement, the Plan, and the Confirmation Order;

(viii) retain such employees, consultants, advisors, independent contractors, experts, and agents, and engage in such legal, financial, administrative, accounting, investment, auditing, and alternative dispute resolution services and activities as the Trust requires and, in each case, delegate to such Persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(ix) pay reasonable compensation to and reasonable expenses of the Trust's employees, consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, and alternative dispute resolution services and activities, in each case, as the Trust requires;

(x) compensate the Trustee and their employees, consultants, advisors, independent contractors, experts, and agents in connection with the performance of their duties hereunder;

(xi) reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by such Persons in connection with the performance of their duties hereunder;

(xii) execute and deliver such instruments as the Trustee considers necessary or desirable in administering the Trust;

(xiii) enter into such other arrangements with third parties as are deemed by the Trustee to be advisable or necessary in carrying out the purposes of the Trust; *provided, that*, such arrangements do not conflict with any other provision of this Trust Agreement, the Plan, or the Confirmation Order;

(xiv) in accordance with Section 5.8 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.6(a)) to the maximum extent permitted by law;

(xv) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable institutional investment advisors or investment managers that are not residents in Canada for purposes of the *Income Tax Act* (Canada) and will not manage the investment of the Trust Assets from an office, or otherwise, in Canada, in each case, without liability for any action taken or omitted to be taken as in such Person's capacity as a result of any such delegation and except as provided in Section 5.6 below; *provided, that*, such investment advisors and investment managers shall be in compliance with the Investment Guidelines (as defined in Section 3.2) at all times;

(xvi) except as otherwise set forth in this Trust Agreement, make, join, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve, in the name of the Trust, any claim, right, action, or cause of action of the Trust, before any court of competent jurisdiction and without approval of the Bankruptcy Court; and

(xvii) exercise any and all rights of the Trustee, and take any and all actions as are permitted, in accordance with and subject to the terms of this Trust Agreement.

(e) The Trustee shall not have the power to cause the Trust to guarantee any debt of any other Person.

(f) Except as otherwise set forth in this Trust Agreement, and subject to retention of jurisdiction by the Bankruptcy Court, but without prior or further authorization, the Trustee may control and exercise authority over the Trust Assets and over the protection, conservation, and disposition thereof. No Person dealing with the Trust shall be obligated to inquire into the authority of the Trustee in connection with the protection, conservation, or disposition of the Trust Assets.

Section 2.2 General Administration. The Trustee shall act in accordance with the Trust Agreement. The mailing address of the Trust is [•]. The Trustee may establish or change the mailing address of the Trust and shall provide notice thereof to the Beneficiaries and the Purchaser.

Section 2.3 Accounting and Financial Reporting. The fiscal year of the Trust shall begin on January 1 and shall end on December 31 of each calendar year. The Trustee shall maintain the books and records relating to the Trust Assets, the income and the payment of expenses of and liabilities against the Trust, and the amount and allocation of all distributions made pursuant to Article 4. The detail of these books and records and the duration of time during which the Trustee shall keep such books and records shall be sufficient to allow the Trustee to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing the special purpose financial statements of the Trust (the "**Annual Report**"); *provided, however, that*, the Trustee shall maintain such books and records until the wind-up of the Trust's affairs and satisfaction of all of the Trust's liabilities. The Annual Report need not be audited by

an independent accounting firm. The Trustee shall deliver the Annual Report to the Beneficiaries within one hundred and twenty (120) days following the end of each calendar year. The Annual Report may be combined with the Distribution Report.

Section 2.4 Distribution Reporting. Within 120 days following the end of each calendar year, the Trustee shall cause to be prepared and delivered to each of the Beneficiaries an annual report disclosing the distributions to Beneficiaries with respect to such period (each, a “*Distribution Report*”). The Distribution Report may be combined with the Annual Report.

Section 2.6 Limitation of the Trustee’s Authority. The Trustee is not authorized to engage in any trade or business with respect to the Trust Assets or proceeds therefrom; provided, that, the Trustee shall not be prevented from managing the investment of the Trust Assets in accordance with this Trust Agreement.

ARTICLE 3

ACCOUNTS, INVESTMENTS, ADMINISTRATIVE EXPENSES

Section 3.1 Accounts

(a) The Trustee shall maintain one or more accounts (“*Trust Accounts*”) on behalf of the Trust with one or more financial depository institutions (each a “*Financial Institution*”). Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Purchaser, the Debtors, and any other Released Parties. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(b) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts (the “*Trust Subaccounts*”) as authorized in this Section 3.1 and as the Trustee may deem necessary, prudent, or useful in order to provide for distributions to Beneficiaries and the payment of Trust Operating Expenses and may restrict the use of money in any Trust Subaccount for a specified purpose; *provided, that*, any such restrictions shall not conflict with any provisions of this Trust Agreement, the Plan, or the Confirmation Order. Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” within the meaning of the IRC or the Treasury Regulations, a “disputed ownership fund” within the meaning of the Treasury Regulations, or otherwise.

(c) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a).

Section 3.2 [Investment Guidelines]. The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as Exhibit 4 (the “*Investment*”).

Guidelines”). Notwithstanding any contrary provision of this Trust Agreement, this Section 3.2 and the Investment Guidelines cannot be modified or amended.]

Section 3.3 Payment of Trust Operating Expenses. All Trust Operating Expenses shall be payable out of the Trust Operating Reserve. None of the Trustee, the Beneficiaries, nor any of their respective employees, officers, consultants, advisors, independent contractors, experts, or agents shall be personally liable for the payment of any Trust Operating Expense or any other liability of the Trust.

ARTICLE 4 DISTRIBUTIONS

Section 4.1 Distributions

(a) Each Canadian Provinces Claim held by a Canadian Province set forth on the Distribution Schedule shall be an Allowed Canadian Provinces Claim, and the distribution amounts provided on the Distribution Schedule shall be paid to such Canadian Provinces on account of such Allowed Canadian Provinces Claims from time to time. The Trustee shall make distributions to Beneficiaries on account of Allowed Canadian Provinces Claims only as and to the extent set forth in this Article 4 and the Distribution Schedule.

(b) The Distribution Schedule may not be amended or modified without the consent of each of the Beneficiaries; *provided, that*, to the extent any Canadian Province does not grant or is not deemed to grant the Non-GUC Releases, the Trustee may modify the Distribution Schedule solely to the extent necessary to implement the terms of Section 1.3(c) hereof without the consent of the Beneficiaries.

Section 4.2 Manner of Payment of Distributions

(a) The Trustee shall provide 10 days’ notice to the Beneficiaries of any upcoming distribution.

(b) The Trustee shall make distributions, as set forth in this Article 4, not later than [60 days] after receipt of the Canadian Provinces Consideration (including any prepayment thereof) or any installment thereof; *provided, that*, the Trustee shall only make such distribution subject to the receipt of all necessary distribution information from the Beneficiaries pursuant to Section 4.3(a); *provided, further, that*, the deadline set forth in this Section 4.2(b) may be modified by the Trustee to the extent the Trustee determines it prudent to do so, taking into account factors that may be relevant at the time of a possible

distribution (which, for the avoidance of doubt, may take into account other funds to be received by and/or distributed to the Beneficiaries from comparable trusts).

(c) Notwithstanding any other provision of this Trust Agreement, distributions made by or at the direction of the Trustee shall be made solely to Canadian Provinces identified on, and in accordance with, the Distribution Schedule.

(d) Distributions may be made by a disbursing agent retained by the Trust to make distributions on its behalf (the “*Disbursing Agent*”).

Section 4.3 Delivery of Distributions

(a) All distributions under this Trust Agreement shall be made in accordance with the electronic transfer information provided to the Trustee by the Beneficiaries. Changes to such electronic transfer information must be provided to the Trust or the Disbursing Agent in writing at least five business days prior to any upcoming distribution date; *provided, that*, the Trustee and/or the Disbursing Agent, as applicable, shall each have the authority, in their discretion, to seek additional direction or information from the Beneficiaries regarding the transfer information necessary for the Trustee or the Disbursing Agent, as applicable, to make distributions under this Trust Agreement.

(b) In the event that any distribution is undeliverable, no further distribution shall be made unless and until the Trustee has been notified of the then-current electronic transfer information by the applicable Beneficiary intended to receive such undeliverable distribution, at which time such distribution shall be made; *provided, that*, the amount of any such distribution shall not include any interest as a result of such distribution being made after the initially contemplated distribution date therefor. The Trustee shall take reasonable efforts to obtain current electronic transfer information for any Beneficiary to the extent any distribution to be made to such beneficiary is undeliverable.

(c) No Trust Asset or any unclaimed property shall escheat to any U.S. or Canadian federal, state, provincial, or other governmental entity or to any other Person.

ARTICLE 5 **TRUSTEE [AND RESIDENT TRUSTEE]**

Section 5.1 Trustee

(a) Number. There shall be one Trustee. The initial Trustee shall be that person identified as serving in such capacity on the signature page hereof.

Section 5.2 Term of Service; Successor Trustee

(a) Term. The Trustee shall serve until the earlier of (i) the Trustee’s death, (ii) the Trustee’s resignation or removal pursuant to Section 5.2(c); or (iii) the termination

of the Trust pursuant to the terms of this Trust Agreement. The term of any successor Trustee shall commence upon such Trustee's acceptance of trusteeship.

(b) Appointment of Successor Trustee.

(i) Upon the resignation, or removal of the Trustee, a successor that is not a resident in Canada for purposes of the *Income Tax Act* (Canada) shall be appointed by the Trustee upon the agreement of the Beneficiaries with respect to the identity of the proposed successor Trustee. Such appointment shall specify the date on which such appointment shall be effective. Notice of the appointment of any successor Trustee shall be delivered by such successor Trustee to the Beneficiaries upon such successor Trustee's acceptance of such appointment.

(ii) Any successor Trustee: [•].

(iii) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers, and authority of the predecessor Trustee hereunder shall be vested in, and undertaken and assumed by, the successor Trustee, without any further act by either the predecessor Trustee or the successor Trustee. No successor Trustee shall (1) be liable personally for any act or omission of any predecessor Trustee or (2) have any duty to investigate the acts or omissions of any predecessor Trustee.

(iv) Any successor Trustee appointed in accordance with this Trust Agreement shall execute an instrument accepting its appointment and take any such other actions to effectuate such appointment as required by the Bankruptcy Court. Immediately upon the appointment of such successor Trustee, such successor Trustee shall, without any further act, become vested with all the authority, liabilities, duties, powers, rights, title, discretion, and privileges of the predecessor Trustee in their capacity as such as if such successor Trustee had originally been named the initial Trustee of the Trust. The accepted and executed appointment instrument shall be conclusive proof that the successor Trustee is the Trustee under this Trust Agreement and shall have the authority carry out the purposes hereof. Any resigning or removed predecessor Trustee shall duly assign, transfer, and deliver to the successor Trustee any all property and money held by such resigning or removed Trustee pursuant to this Trust Agreement and shall, as upon the reasonable request of the successor Trustee, execute and deliver an instrument or instruments conveying and transferring any such property and money to such successor Trustee.

(c) Resignation or Removal. The Trustee may resign by giving written notice to the Beneficiaries. Such notice shall specify a date when such resignation shall take effect, which, except in the case of incapacity or disability, shall not be less than 90 days after the date such notice is given. A Trustee may be removed by the Bankruptcy Court in the event that such Trustee becomes unable to discharge their duties hereunder due to accident, physical deterioration, mental incompetence, or for other good cause; *provided*,

that, such Trustee has received reasonable notice and an opportunity to be heard prior to such Trustee's removal pursuant to Section 6.14.

Section 5.3 Compensation and Expenses of Trustee. The Trustee shall receive compensation from the Trust for the performance of services as Trustee in accordance with the schedule attached hereto as Exhibit 6. The Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by the Trustee in the course of carrying out their duties as Trustee in accordance with reasonable policies and procedures as may be adopted by the Trust from time to time. The amounts paid to the Trustee for compensation and expenses shall be disclosed in the Annual Report, and any modifications to Trustee compensation shall also be disclosed in the Annual Report.

Section 5.4 Trustee's Independence

(a) The Trustee shall not, during the term of their service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for the Purchaser, any of the Debtors, any Post-Emergence Entity, any other Released Parties, or any Beneficiary. This Section 5.4(a) shall not preclude a Person from serving as Trustee if such Person also serves or has served as a trustee of any other opioid settlement trust, but such other position shall be taken into account in selecting the Trustee.

(b) To the fullest extent permitted by applicable law, the Trustee and the shall be indemnified by the Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document provided to them hereunder and believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) Persons dealing with the Trust and the Trustee shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trust or the Trustee to such Person in carrying out the terms of this Trust Agreement, and none of the Trustee, the Beneficiaries, nor any of their respective professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.5 Standard of Care; Exculpation

(a) As used herein, the term "***Trust Indemnified Party***" shall mean the Trustee and its respective members, officers, employees, professionals, and consultants (in each case, exclusive of counsel thereto) or a Designated Indemnitee (as defined in Section 5.5(b)). For the avoidance of doubt, no outside counsel to the Trust or to any Trustee shall be a Trust Indemnified Party unless such outside counsel is a Designated Indemnitee.

(b) As used herein, the term "***Designated Indemnitee***" shall mean any counsel (including any outside counsel) designated as such by action of the Trustee in their capacity as such. The Trustee may designate individuals as Designated Indemnitees and may specify the extent to which and the capacity in which such individual is a Designated Indemnitee in such designation; *provided, however*, that no Person shall be a Designated Indemnitee with respect to such Person's service in any role prior to the Effective Date,

including as an employee, agent, or representative of any Debtor, any subsidiary of any Debtor, any Released Party, any Beneficiary, or any other Person.

(c) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted to be taken in their respective capacities as Trust Indemnified Parties, or on behalf of the Trust, except those acts found by a Final Order to be arising out of such Trust Indemnified Parties' willful misconduct, bad faith, gross negligence, or fraud. Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their respective capacities as Trust Indemnified Parties, or on behalf of the Trust, and for any other liabilities, losses, damages, claims, costs, and expenses arising out of, or due to, the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence, or fraud. Any valid indemnification claim of any Trust Indemnified Party shall be satisfied from the Trust Assets and the Trust Indemnified Parties may seek recourse solely from the Trust Assets with respect to any such indemnification claim.

(d) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) to the Trust or the Beneficiaries, including any liability related to such duties, it is hereby understood and agreed by the parties hereto and by the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; *provided, however, that*, the duties of care and loyalty owed by the Trust Indemnified Parties are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.5 and its subparts.

Section 5.6 Protective Provisions

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.6.

(b) In the event the Trustee retains counsel in their capacity as Trustee (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. Any successor Trustee shall succeed to and hold the same respective rights and benefits of any predecessor for purposes of privilege, including the attorney-client privilege. No Beneficiary or other

party may raise any exception to the attorney-client privilege discussed herein and any such exceptions are hereby waived by all parties.

(c) To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating hereto, to the Trust, or to the Beneficiaries, it is hereby understood and agreed by the parties hereto and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities of the Trustee expressly set forth in this Trust Agreement; *provided, however*, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.6.

(d) No Trust Indemnified Party shall be personally liable under any circumstances, except for their own willful misconduct, bad faith, gross negligence, or fraud as determined by Final Order of a court of competent jurisdiction.

(e) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties, or powers hereunder.

(f) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care; and (ii) may consult with their own counsel, accountants, and other professionals, to be selected by them in good faith and with due care and employed by them, and the Trust Indemnified Parties shall not be liable for anything done, suffered, or omitted in good faith by such counsel, accountants, and other professionals in accordance with the advice or opinion of any such counsel, accountants, and other professionals.

Section 5.7 Indemnification

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement by the Trust for (i) reasonable fees and expenses (including attorneys' fees and costs, but excluding taxes in the nature of income taxes imposed on compensation paid to such Trust Indemnified Parties) in defending any and all of their actions or inactions in their respective capacities as Trust Indemnified Parties or on behalf of the Trust; and (ii) any other liabilities, losses, damages, claims, costs, and expenses arising out of or due to the implementation or administration of this Trust Agreement (excluding taxes in the nature of income taxes imposed on compensation paid to such Trust Indemnified Parties), in each case, except for any actions or inactions found by Final Order to be arising out of such Trust Indemnified Parties' willful misconduct, bad faith, gross negligence, or fraud. Any valid indemnification claim of any Trust Indemnified Party shall be satisfied from the Trust and, for the avoidance of doubt, none of the Debtors, the Purchaser Entities, nor any other Post-

Emergence Entity shall be responsible or liable for any indemnification or reimbursement obligations under this Trust Agreement.

(b) Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of any Trust Indemnified Party in connection with any action, suit, or proceeding, whether civil, administrative, or arbitral, from which the Trust Indemnified Parties are indemnified by the Trust shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the applicable Trust Indemnified Party, to repay such amount in the event that it shall be determined by Final Order that such Trust Indemnified Party is not entitled to be indemnified or reimbursed by the Trust with respect to such action, suit, or proceeding.

(c) The Trustee shall purchase and maintain appropriate amounts and types of insurance, as determined by the Trustee, on behalf of the Trust Indemnified Parties. Such insurance may include coverage with respect to liability asserted against or incurred by (i) the Trust Indemnified Parties in their respective capacities as such and/or as a result of their status as such; and (iii) any employee, agent, lawyer, advisor, or consultant that is a Trust Indemnified Party and/or an employee, agent, lawyer, advisor or consultant of any Trust Indemnified Party, in each case, solely in such Persons' respective capacities as such.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity in which such Trust Indemnified Party is indemnified. Termination or modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at the time of such termination or modification. In determining the entitlement of any Trust Indemnified Party to indemnification under this Trust Agreement, such Trust Indemnified Party shall benefit from the presumption that they are entitled to

indemnification hereunder, and any Person seeking to overcome such presumption shall have the burden of proof to do so.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

Section 5.8 Bond. The Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section 5.9 Resident Trustee

(a) [Reserved]

ARTICLE 6
GENERAL PROVISIONS

Section 6.1 Irrevocability. To the fullest extent permitted by applicable law, the Trust is irrevocable.

Section 6.2 Term; Termination

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The Trust shall automatically dissolve (such date on which the Trust is automatically dissolved, the “*Dissolution Date*”) as soon as practicable, but no later than 90 days after the date on which (i) the Bankruptcy Court approves the dissolution of the Trust upon the satisfaction of the purposes of the Trust; and (ii) the following conditions having been satisfied: (1) all reasonably expected assets have been collected by the Trust; (2) all distributions have been made to the extent set forth in this Trust Agreement, including the Distribution Schedule; (3) necessary arrangements and reserves have been made to discharge all anticipated remaining Trust obligations and Trust Operating Expenses; and (4) a final accounting has been delivered to the Beneficiaries.

(c) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the Trust’s affairs by the Trustee and payment of all of the Trust’s liabilities have been provided for as required by applicable law, including Section 3808 of the Act, all monies remaining in the Trust shall be distributed to the Beneficiaries in accordance with the Distribution Schedule. Notwithstanding any contrary provision of the Plan and related documents, including this Trust Agreement, this Section 6.2(c) cannot be modified or amended without the written consent of each of the Beneficiaries identified in the Distribution Schedule.

(d) Following the dissolution of the Trust and the distribution of the Trust Assets, the Trust shall terminate, and the Trustee shall execute and file, or cause to be filed, a Certificate of Cancellation of the Certificate of Trust of the Trust to be filed in accordance

with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. Notice of the dissolution of Trust and the filing of the Certificate of Cancellation shall be given to the Beneficiaries and the Purchaser promptly following such filing.

Section 6.3 Taxes

(a) The Trust is intended to qualify as a “qualified settlement fund” within the meaning of the QSF Regulations and, to the extent permitted under applicable law, for state and local income tax purposes. Notwithstanding anything to the contrary herein, no provision in this Trust Agreement shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(b) The Trustee shall be the “administrator” of the Trust within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Trust out of the Trust Assets; and (ii) comply with all applicable tax reporting and withholding obligations.

(c) Subject to Section 6.3(b) above, as of and following the Effective Date, the Trustee shall manage the Trust’s tax matters, including, without limitation, tax audits, claims, defenses, and proceedings. The Trustee may request an expedited determination under Section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Trust for all taxable periods through the dissolution of the Trust. The Trustee shall take no action that could cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

Section 6.4 Modification

(a) Material modifications to this Trust Agreement may be made only with the written consent of all of the Beneficiaries; *provided, however, that*, the Trustee may amend this Trust Agreement from time to time without the consent, approval, or other authorization of the Bankruptcy Court, but with notice to, the Beneficiaries, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; or (ii) modifications to satisfy any requirements, conditions, or guidelines contained in any opinion, directive, order, statute, ruling, or regulation of any federal, state, provincial, or foreign governmental entity. Notwithstanding anything to the contrary in this Trust Agreement, no amendment or waiver of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order. The Trustee shall provide to the Beneficiaries notice of any proposed modification to this Trust Agreement, whether material or minor, not less than [•] days before such modification becomes effective; *provided, however, that*, the Trustee may shorten such notice period only in the event that

the foregoing [•]-day notice period would be materially adverse to the Trust and the Beneficiaries.

(b) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement nor any document related thereto shall be modified or amended in any way that could jeopardize or impair (i) any Section 105(a) Order; (ii) the efficacy or enforceability of any injunction or release issued or granted in connection with this Trust Agreement; (iii) the Trust's status as a qualified settlement fund within the meaning of the QSF Regulations; (iv) Section 1.3(c) hereof; (v) the Plan; or (vi) the Confirmation Order.

Section 6.5 Communications. The Trustee may deliver communications to the Beneficiaries, including the Annual Report and the Distribution Report, electronically to the authorized email address specified by the Beneficiaries.

Section 6.6 Severability. If any provision of this Trust Agreement or application thereof to any Person or circumstance shall be determined by Final Order of a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provisions to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination, and such provision shall remain valid and enforced to the fullest extent permitted by law.

Section 6.7 Notices

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Trustee:

with a copy (which shall not constitute notice) to:

(b) All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses or, if electronically transmitted, shall be effective upon transmission.

Section 6.8 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, and their respective successors and assigns, except that none of such Persons may assign or otherwise transfer any of its or their rights or obligations under this Trust Agreement other than, in the case of the Trust and the Trustee, as contemplated by Section 2.1 and Section 5.2 above. Notwithstanding the foregoing or anything to the contrary in this Trust Agreement, the Released Parties shall be third-party beneficiaries with

rights of enforcement with respect to Section 6.4 to the extent any proposed amendment or other modification impacts or purports to impact the efficacy or enforceability of the injunction and release provisions of the Plan, including any injunctions or releases issued, granted, or deemed to have been granted in connection with this Trust Agreement or the Beneficiaries hereof.

Section 6.9 Limitation on Transferability; Beneficiaries' Interests. Beneficiaries' interests in the Trust shall not (a) be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, and any purported assignment, conveyance, pledge, or transfer shall be null and void *ab initio*; (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Trust or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of the Trustee, whether by petition to any court or otherwise; (f) entitle the holders thereof to receive any interest on distributions; or (g) give rise to any rights to seek a partition or division of the Trust Assets. In accordance with the Act, Beneficiaries shall have no interest of any kind in any of the Trust Assets; rather, Beneficiaries shall have an undivided beneficial interest only in Cash assets of the Trust; *provided, however, that*, such undivided beneficial interest shall be only to the extent such cash assets are declared by the Trustee to be distributable as distributions in accordance with this Trust Agreement. For the avoidance of doubt, Beneficiaries shall have only such rights with respect to the Trust or Trust Assets as are expressly set forth in this Trust Agreement.

Section 6.10 Exemption from Registration. The parties hereto intend that the rights of the Beneficiaries arising under this Trust Agreement shall not be "securities" under applicable laws, but none of the parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws.

Section 6.11 Entire Agreement; No Waiver. The entire agreement of the parties hereto relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any other rights of the parties hereto under law or in equity.

Section 6.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 6.13 Governing Law. This Trust Agreement shall be governed by, and construed in accordance with, the laws of [•], without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of [•] law shall apply to the extent inconsistent with the terms of the Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of property; (d) fees or

other sums payable to trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of Trust Assets; (g) the existence of rights or interests (beneficial or otherwise) in Trust Assets; (h) the ability of beneficial owners of a trust or other persons to terminate or dissolve a trust; and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee set forth or referenced in this Trust Agreement. Section 3540 of Title 12 of the Act shall not apply to the Trust.

Section 6.14 Dispute Resolution

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.14 shall be the exclusive mechanism to resolve any dispute between or among the parties hereto and the Beneficiaries hereof arising under, related to, or with respect to this Trust Agreement (a “**Dispute**”).

(b) Subject to Section 6.14(c), the Bankruptcy Court shall have exclusive jurisdiction over any Dispute.

(c) Before any legal action is commenced in the Bankruptcy Court over a Dispute, written notice of the Dispute will be provided by the party asserting a Dispute to the other party or parties involved in the Dispute detailing the facts and circumstances of dispute and the relief sought (the “**Dispute Notice**”). The parties involved in the Dispute will then have 45 days from the date of the Dispute Notice (the “**Meet and Confer Period**”) to confer with each other in good faith to (i) resolve the Dispute; or (ii) in the absence of resolution, agree on an alternative dispute resolution (“**ADR**”) process for resolving the dispute. If neither a resolution of the Dispute nor an ADR process are agreed upon by the parties within the Meet and Confer Period, any party to the Dispute with standing to do so may commence an action in or application to the Bankruptcy Court to resolve the Dispute. If the parties to the Dispute agree to ADR, no action in or application to the Bankruptcy Court will be commenced until after the conclusion of the ADR. If the parties choose binding arbitration for ADR, the decision of the arbitrator will be enforceable by the Bankruptcy Court and reviewable only to the extent arbitration decisions are reviewable under applicable law. Notwithstanding the forgoing, if the imminent expiration of a statute of limitations compels the filing of an action in the Bankruptcy Court with the forgoing, or if the Trustee has determined in their discretion that resolution of the Dispute cannot be delayed to permit the parties to try to resolve the Dispute, agree on ADR during the Meet and Confer Period, or permit an agreed-upon ADR process to proceed to conclusion (even if ADR is underway), the Parties will be relieved, to the extent applicable, from the requirements to (1) provide a Dispute Notice; (2) try to resolve the Dispute or agree on an ADR process during the Meet and Confer Period; or (3) completing agreed-upon ADR before commencing an action in the Bankruptcy Court. For the avoidance of doubt, this

Section 6.14 shall not apply with respect to any Dispute involving the Debtors or any Post-Emergence Entity.

Section 6.15 Sovereign Immunity. Nothing set forth in the Trust Documents shall be construed as a waiver of a claim of sovereign immunity in any dispute resolution, action or proceeding, including without limitation, any dispute resolution, action or proceeding occurring after the Effective Date.

Section 6.16 Waiver of Jury Trial. Each party hereto, and each Beneficiary hereof hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Trust Agreement to the extent any such proceeding is subject to the jurisdiction of the Bankruptcy Court; *provided, however, that*, the forgoing waiver shall not apply to the extent any such proceeding is not subject to the jurisdiction of the Bankruptcy Court in accordance with the terms of this Trust Agreement.

Section 6.17 Effectiveness. This Trust Agreement shall not become effective until the later of (a) the Effective Date; and (b) the execution and delivery hereof by all the parties hereto.

Section 6.18 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email, or other means of Electronic Transmission shall be treated in all manners and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

[TRUSTEE]

EXHIBIT 1

DISTRIBUTION SCHEDULE

[To come]

EXHIBIT 2

PREPAYMENT SCHEDULE

[To come]

EXHIBIT 3

[INVESTMENT GUIDELINES]

[To come]

Exhibit 9-A

Other Opioid Claims Trust Agreement

ENDO OTHER OPIOID CLAIMS TRUST AGREEMENT

This Endo Other Opioid Claims Trust Agreement (this “**Trust Agreement**”), dated as of [•], 2024, and effective as of the Effective Date,¹ is entered into, as contemplated by the Plan and the Confirmation Order, by Purchaser Parent; [] (the “**Delaware Trustee**”); and the trustee of the Trust (as defined below) identified on the signature pages hereof (the “**Trustee**” and, together with Purchaser Parent and the Delaware Trustee, the “**Parties**”).

WHEREAS, on August 16, 2022, Endo International plc and its affiliated debtors and debtors in possession (together with later-filed debtor affiliates, the “**Debtors**”) commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), administered and known as *In re Endo International plc, et al.*, No. 22-22549 (JLG) (the “**Chapter 11 Cases**”);

WHEREAS, the Plan and the Confirmation Order contemplate, *inter alia*, the creation of a trust, as provided herein, to be called the Endo Other Opioid Claims Trust (the “**Trust**”);

WHEREAS, as contemplated by the Plan and the Confirmation Order, the Trust shall be established to (i) assume all of the Debtors’ liability for the Other Opioid Claims; (ii) receive the Other Opioid Claims Trust Consideration, (iii) administer the Other Opioid Claims, (iv) make Distributions to holders of Allowed Other Opioid Claims in accordance with the Other Opioid Claims Trust Documents (also referred to herein as the “**Trust Documents**”); and (v) carry out such other matters as are set forth herein and in the Plan and the Confirmation Order;

WHEREAS, as set forth in the Plan and the Confirmation Order, the Trust shall use its assets and income to resolve and satisfy all Other Opioid Claims and shall (i) hold, manage, and

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or the Confirmation Order, as applicable.

invest the assets and income of the Trust for the benefit of the beneficiaries of the Trust; and
(ii) administer, process, resolve, and liquidate all Other Opioid Claims in accordance with the Endo
Other Opioid Claims Trust Distribution Procedures (the “*Other Opioid Claims TDP*”);

WHEREAS, the Trust will value the Other Opioid Claims, and be in a financial position
to make Distributions to holders of Allowed Other Opioid Claims, in accordance with the terms
of the Trust Documents; and

WHEREAS, all rights of the holders of Other Opioid Claims arising under the Trust
Documents shall vest upon the channeling of the Other Opioid Claims to this Trust on the Effective
Date.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I
AGREEMENT OF TRUST

Section 1.1 Creation and Name. The Trust was established by the filing of a Certificate
of Trust with the Secretary of State for the State of Delaware on [•], 2024. It is the intention of
the Debtors and the parties hereto that the Trust constitute a statutory trust under Chapter 38 of
title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the “*DST Act*”), and that this document
constitute the governing instrument of the Trust. The Trustee may transact the business and affairs
of the Trust in the name of the Trust, and references herein to the Trust shall include the Trustee
acting on behalf of the Trust. Purchaser Parent is hereby deemed the Settlor of the Trust.

Section 1.2 Purpose. The purpose of the Trust is to assume all of the Debtors’ liabilities
and responsibility for all Other Opioid Claims, to resolve and make Distributions in respect of
Allowed Other Opioid Claims in accordance with the Trust Documents, the Plan, and the
Confirmation Order, and use the Trust Assets (as defined herein) and income to meet its
obligations, as well as to, among other things:

(a) direct the administration, processing, liquidation, and payment of Other Opioid Claims in accordance with the Plan, the Confirmation Order, and the Trust Documents;

(b) preserve, hold, and manage the Trust Assets for use in paying and satisfying Allowed Other Opioid Claims;

(c) pay holders of Allowed Other Opioid Claims in accordance with the Trust Documents such that holders of Allowed Other Opioid Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such Allowed Other Opioid Claims; and

(d) use the Trust Assets and income to pay any and all fees, costs, expenses, taxes, disbursements, debts, and obligations of the Trust incurred from the operation and administration of the Trust (including in connection with the Plan, the Confirmation Order, and the Trust Documents) and management of the Trust Assets (together, the “*Trust Operating Expenses*” and, together with Distributions made to holders of Allowed EFBD Claims, the “*Trust Expenses*”) in accordance with the Trust Documents.

Section 1.3 Assumption of Liabilities. In furtherance of the purposes of the Trust, the Trust hereby expressly assumes all of the Debtors’ liability and responsibility for all Other Opioid Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith. The sole recourse of any holder of an Other Opioid Claim shall be solely to the Trust. Except as otherwise provided in the Plan, the Confirmation Order, or the Trust Documents, and to the extent set forth in the Plan, the Confirmation Order, and the Trust Documents, the Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and

similar rights, regarding such claims that the Debtors or the applicable Post-Emergence Entities have or would have had under applicable law; *provided, however, that*, no such claims, defenses, or rights may be asserted by the Trust against any Released Party.

Section 1.4 To the extent required by the DST Act, the beneficial owners (within the meaning of the DST Act) of the Trust (the “***Beneficial Owners***”) shall be deemed to be the holders of Other Opioid Claims; *provided, that*, (i) such holders, as such Beneficial Owners, shall have only such rights with respect to the Trust and its assets as are set forth in the Trust Documents; and (ii) no greater or other rights, including upon the dissolution, liquidation, or winding up of the Trust, shall be deemed to apply to such holders in their capacity as Beneficial Owners.

Section 1.5 Acceptance and Transfer of Trust Assets. In furtherance of the purposes of the Trust, the Trust hereby expressly accepts the transfer to the Trust of the Other Opioid Claims Trust Consideration and any other transfers contemplated by the Plan, the Confirmation Order, and the Other Opioid Claims Trust Documents. Pursuant to and in accordance with the Plan and the Confirmation Order, the Trust shall receive the Other Opioid Claims Trust Consideration (together with any proceeds from or interest thereon, the “***Trust Assets***”) as follows:

(a) Funding of the Trust. The Settlor shall fund the Trust for the benefit of holders of Allowed Other Opioid Claims with the maximum amount of the Other Opioid Claims Trust Consideration on or as soon as reasonably practicable following the Effective Date.

(b) Reversion of Other Opioid Claims Trust Consideration. Upon the termination of the Trust, any Other Opioid Claims Trust Consideration remaining in the Trust shall unconditionally and irrevocably revert and be transferred to the Settlor upon such occurrence or termination, as applicable; *provided, however, that*, nothing in this

Section 1.5(b) shall alter the Settlor's obligation to provide up to the maximum aggregate amount of the Other Opioid Claims Trust Consideration to the extent necessary to make Distributions on account of Allowed Other Opioid Claims.

ARTICLE II
POWERS OF THE TRUSTEE AND TRUST ADMINISTRATION

Section 2.1 Powers of the Trustee. The Trustee is and shall act as the fiduciary to the Trust in accordance with the provisions of the Trust Documents, the Plan, the Confirmation Order, and any documents contemplated hereby or thereby. The Trustee shall, at all times, administer the Trust and the Trust Assets in accordance with the purposes set forth herein. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the Trust, including, without limitation, each power expressly granted hereunder, any power reasonably incidental thereto and not inconsistent with the requirements of this Trust Agreement, and any power now or hereafter permitted under the laws of the State of Delaware. Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder. The Trustee may not take any action inconsistent with the terms of the Plan or the Confirmation Order.

Section 2.2 Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

- (a) receive and hold the Trust Assets and exercise all rights with respect thereto;
- (b) pay liabilities and expenses of the Trust;
- (c) subject to the terms of the Plan, the Confirmation Order, and the Trust Documents, sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitative, or other proceeding;

(d) supervise and administer the Trust in accordance with the Plan, the Confirmation Order, and the Trust Documents;

(e) appoint, hire, or engage such officers, employees, advisors, counsel, consultants, independent contractors, representatives, and agents to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services (“*Trust Professionals*”) as the business of the Trust requires, and delegate to such Trust Professionals such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in the Trustee’s discretion, deems advisable or necessary in order to carry out the terms of the Trust Documents;

(f) pay reasonable compensation to Trust Professionals;

(g) invest the monies held from time to time by the Trust, in consultation with the financial advisors, if any, for the Trust (the “*Financial Advisors*”);

(h) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as otherwise provided herein;

(i) (i) compensate the Trustee, the Delaware Trustee, and their respective Trust Professionals; and (ii) reimburse the Trustee, the Delaware Trustee, and their respective Trust Professionals, in each case, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(j) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust; *provided, that*, such

arrangements may not conflict or be inconsistent with the Plan, the Confirmation Order, or any of the Trust Documents;

(k) execute and deliver such instruments as the Trustee considers proper in administering the Other Opioid Claims Trust;

(l) as further set forth herein, defend, indemnify, and hold harmless (and, in the Trustee's discretion, purchase insurance indemnifying) the Trustee, the Delaware Trustee, and their respective Trust Professionals (each, a "*Trust Indemnified Party*" and collectively, the "*Trust Indemnified Parties*"), in each case, to the fullest extent permitted by applicable law (including the DST Act). For the avoidance of doubt, none of the Debtors, the Purchaser Entities, nor the Post-Emergence Entities shall have any indemnification or reimbursement obligations under this Trust Agreement; and

(m) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as otherwise set forth herein.

Section 2.3 The Trustee shall not have the power to guarantee any debt of any other Person.

Section 2.4 The Trustee hereby agrees to take the actions of the Trust required hereunder.

Section 2.5 General Administration. The Trustee shall act in accordance with the Plan, the Confirmation Order, the Trust Documents, and any documents contemplated by any of the foregoing in performing its duties hereunder. For the avoidance of doubt, this Trust Agreement

shall be construed and implemented in accordance with the Plan and the Confirmation Order, regardless of whether any provision herein explicitly references the Plan or the Confirmation Order, as applicable.

(a) The Trustee shall (i) timely file such income tax and other returns and statements required to be filed, and shall timely pay all taxes required to be paid by the Trust and (ii) comply with all applicable reporting and withholding obligations, including any reporting obligations under the Corporate Transparency Act.

(b) The Trustee may withhold, and shall pay to the appropriate tax authority, all amounts required by law to be withheld pursuant to the Tax Code or any provision of any applicable foreign, state, or local tax law with respect to any Distribution to holders of Allowed Other Opioid Claims. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such holders of Allowed Other Opioid Claims for all purposes of this Trust Agreement.

(i) The Trustee shall be responsible for all of the Trust's tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Trustee shall file (or cause to be filed) any other statement, return, or disclosure relating to the Trust that is required by any Governmental Authority and be responsible for payment, out of the Trust Assets, of any taxes imposed on the Trust or the Trust Assets.

(ii) The Trustee shall be authorized to collect tax information, which may include applicable IRS Form W-8, IRS Form W-9, and tax identification numbers, from holders of Other Opioid Claims to the extent (1) reasonably requested by the Trustee; and (2) readily available to the

applicable holders of the Other Opioid Claims and necessary to effectuate the purposes of the Trust.

(c) The Trustee may request additional information or evidence in connection with an Other Opioid Claim from the holder thereof. If the Trustee reasonably requests such information from any holder of an Other Opioid Claim and such holder fails to furnish any such information before the date that is 6 months after the request is made (subject to extension in the discretion of the Trustee), to the fullest extent permitted by law, the Trustee, in their discretion, may determine that the amount of any Distribution contemplated to be made to such holder pending such requested information and evidence shall irrevocably revert to the Trust, and the applicable Other Opioid Claim shall be Disallowed and thereby discharged and released in full and forever barred from assertion against the Debtors, the Post-Emergence Entities, the Trust, and the Trust Assets. The Non-GUC Releases granted by any holder of a Disallowed Other Opioid Claim shall not be impacted by the Disallowance of such Other Opioid Claim and shall remain in full force and effect.

(d) The Trustee shall prepare an annual report (the “*Annual Report*”) to be provided to the Settlor. The Annual Report shall include a report of Other Opioid Claims Trust Consideration balances, expenditures, distributions, forward-looking projections, and the status thereof, any related proceedings (including insurance proceedings), and any assets (including the value thereof) obtained or retained for the benefit of holders of Other Opioid Claims. The Annual Report shall contain financial statements of the Trust (including, without limitation, a balance sheet of the Trust as of the end of such fiscal year and a statement of operations for such fiscal year) prepared by a firm of independent

certified public accountants selected by the Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims. The Annual Report may also include an aggregate summary regarding the number and type of Other Opioid Claims resolved during the period covered by the financial statements.

(e) The Trustee may engage Financial Advisors in addition to the independent certified public accountant to be hired pursuant to Section 2.5(d) above, and the Financial Advisors shall be paid reasonable compensation pursuant to a separate fee agreement, which shall be entered into with the consent of the Settlor. To the extent requested by the Trustee, the Financial Advisors shall be responsible for determining the available Trust Assets and, under the direction of the Trustee, (i) reviewing the investment of all funds paid to and held by the Trust; (ii) monitoring the assets and liabilities of the Trust; (iii) providing investment guidance to the Trustee; (iv) reviewing the Trust's financial statements; and (v) reviewing the Trustee's preparation of accounting statements and responding to audits. The Trustee shall periodically inform the Financial Advisors regarding liquidity needs of the Trust, as applicable. The Trustee will ensure tasks assigned to the Financial Advisors are performed in accordance with this Trust Agreement.

(f) To the extent available, the Trustee shall deliver to the Settlor monthly reports on the status of Other Opioid Claims submitted to and processed, paid, or resolved by the Trust. Such reports shall identify any Distributions made to holders of Allowed Other Opioid Claims.

(g) The Trustee shall be permitted to clarify and/or revise the Other Opioid Claims TDP; *provided, that*, no such clarification or revision shall be inconsistent with the

Plan or the Confirmation Order. Additionally, the Trustee shall have discretion to implement such procedures and routines as necessary to implement the Other Opioid Claims TDP; *provided, that*, any such procedures and routines shall be consistent with the Plan, the Confirmation Order, and the Trust Documents.

ARTICLE III
TRUSTEE; DELAWARE TRUSTEE

Section 3.1 Number. In addition to the Delaware Trustee, there shall be one Trustee. The initial Trustee shall be [the Plan Administrator].

Section 3.2 Trustee Term of Service. The Trustee shall serve from the Effective Date (or, with respect to a successor Trustee, the date of such successor Trustee's appointment) until the earliest of (a) such Trustee's death; (b) such Trustee's resignation; (c) such Trustee's removal; or (d) the termination of the Trust.

(a) The Trustee may resign at any time by written notice to Purchaser Parent. Such notice shall specify a date when such resignation shall take effect, which shall not be less than 90 days after the date such notice is given, where practicable.

(b) The Trustee may be removed by the Bankruptcy Court with the consent of Purchaser Parent, in the event that the Trustee becomes unable to discharge the Trustee's duties hereunder due to any physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions herein, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings.

Section 3.3 Appointment of a Successor Trustee. In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the

vacancy shall be filled by an individual to be appointed by Purchaser Parent. Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers, and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of any predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of any predecessor Trustee.

Section 3.4 Limitation of Liability of the Trustee. To the fullest extent permitted by the DST Act, the Trustee shall not be liable to the Trust, to any holder of an Other Opioid Claim, or to any other Person, except for any act or omission by the Trustee that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

Section 3.5 Compensation of the Trustee. The Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement. The Trust will promptly reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of their duties hereunder. The Annual Report shall include a description of the compensation and reimbursement amounts paid to the Trustee hereunder.

Section 3.6 Trustee's Independence. The Trustee shall not, during the term of the Trustee's service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any Debtor or Purchaser Entity; provided, that, the Trustee may act as the Plan Administrator in accordance with the Plan, the Confirmation Order, and the Plan Administrator Agreement. The Trustee shall not act as an attorney for any holder of an Other Opioid Claim. For the avoidance of doubt, this Section 3.6 shall not be applicable to the Delaware Trustee.

Section 3.7 Delaware Trustee. There shall, at all times, be a Delaware Trustee. The Delaware Trustee shall either be (a) a natural person who is at least 21 years of age and a resident of the State of Delaware; or (b) a legal entity that has its principal place of business in the State of Delaware and otherwise meets the requirements of applicable Delaware law, and shall act through one or more persons authorized to bind such entity. If at any time, the Delaware Trustee shall cease to be eligible in accordance with the foregoing clauses (a) and (b), it shall resign immediately in the manner and with the effect hereinafter specified. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder, and any reference to a “Trustee” shall not include the Delaware Trustee unless specifically indicated.

(a) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the DST Act and for taking such actions as are required to be taken by a Delaware Trustee under the DST Act. The duties (including fiduciary duties), liabilities, and obligations of the Delaware Trustee shall be limited to (1) accepting legal process served on the Trust in the State of Delaware; and (2) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the DST Act (acting solely at the written direction of the Trustee), and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust,

the other parties hereto, or any beneficiary of the Trust, it is hereby understood and agreed by such Persons that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee or any other Person. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for the same other than in the event of its gross negligence, willful misconduct, or fraud. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee to the extent that the Delaware Trustee has acted in accordance with the written direction of the Trustee.

(b) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of this Trust Agreement. The Delaware Trustee may resign at any time upon the giving of at least 60 days' advance written notice to the Trustee; *provided, that*, such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee. If the Trustee does not act to appoint a successor Delaware Trustee within such 60-day period, the Delaware Trustee may apply (at the sole cost and expense of the Trust) to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee. In the event that any amounts due and owing to the Delaware Trustee under this Trust Agreement remain unpaid for more than 90 days, the Delaware Trustee shall be entitled to

resign on 30 days' notice regardless of whether a successor Delaware Trustee has been appointed or not.

(c) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the then-serving Delaware Trustee; *provided, that*, any successor Delaware Trustee must satisfy the requirements of Section 3807 of the DST Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the then-serving Delaware Trustee and the Trustee and any fees and expenses due to the then-serving Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties, and obligations of the then-serving Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the then-serving Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the DST Act, including filing a Certificate of Amendment to the Certificate of Trust of the Trust in accordance with Section 3810 of the DST Act.

(d) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the

part of any of the parties hereto; *provided, that*, such successor Delaware Trustee shall satisfy the requirements of Section 3807 of the DST Act.

(e) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Trust Agreement. None of the Delaware Trustee nor any of its directors, officers, employees, agents, or Affiliates shall (i) be responsible for, or have any duty to monitor, the performance or any action of the Trust, the Trustee, or any other Person, or the directors, members, officers, agents, Affiliates, or employees of the foregoing; nor (ii) have any liability in connection with the malfeasance or nonfeasance by any Person set forth in the foregoing clause (i). The Delaware Trustee may assume performance by all such Persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person. The Delaware Trustee shall have no responsibilities as to the validity, sufficiency, value, genuineness, ownership, or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

(f) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by, circumstances beyond its control, including, without

limitation, any act or provision of any (i) present or future law or regulation or Governmental Authority; (ii) act of God; (iii) earthquakes; (iv) fires; (v) floods; (vi) wars; (vii) terrorism; (viii) civil or military disturbances; (ix) sabotage; (x) epidemics; (xi) riots; (xii) interruptions, loss, or malfunctions of utilities, computer (hardware or software), or communications services; (xiii) accidents; (xiv) labor disputes; (xv) acts of civil or military authority or governmental actions; or (xvi) the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(g) Compensation of Delaware Trustee. The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement. The Trust will promptly reimburse the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Delaware Trustee in connection with the performance of its duties hereunder. The Annual Report shall include a description of the compensation and reimbursement amounts paid to the Delaware Trustee hereunder.

Section 3.8 Trustee's Employment of Trust Professionals; Delaware Trustee's Employment of Counsel. The Trustee may, but shall not be required to, retain and consult with Trust Professionals deemed by the Trustee to be qualified as experts on the matters submitted to them and, in the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any Trust Professional deemed by the Trustee to be an expert on the particular matter submitted to such Trust Professional shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of, or information provided by, any Trust Professional.

(a) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of the Delaware Trustee's obligations hereunder. Compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

Section 3.9 Indemnification. To the fullest extent permitted under the DST Act, the Trust shall indemnify and defend the Trust Indemnified Parties in the performance of their respective duties hereunder against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which such individual is ultimately liable.

(a) Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, the Delaware Trustee, or any other Trust Indemnified Party in connection with any action, suit, or proceeding, whether civil, administrative, or arbitral, from which such Person is indemnified by the Trust pursuant to this Section 3.9, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the Delaware Trustee, or the applicable Trust Indemnified Party, to repay such amount until such time that it is determined ultimately by final order that the Trustee, the Delaware Trustee, or such other Trust Indemnified Party is not entitled to be indemnified by the Trust.

(b) The Trustee may purchase and maintain reasonable amounts and types of insurance on behalf of any Person or group of Persons that is or was a Trustee for purposes of this Section 3.9, or any other Trust Indemnified Party, including against liability asserted against or incurred by such individual in the foregoing capacity or arising from such individual's status as a Trustee or as a Trust Professional.

(c) For the avoidance of doubt, and notwithstanding anything to the contrary herein or in any other Trust Document, none of the Debtors nor any other Post-Emergence Entity shall have any liability or responsibility for any indemnification or reimbursement obligations under this Trust Agreement.

Section 3.10 Bond. The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

ARTICLE IV **TRUST ASSETS; DISTRIBUTIONS; AND TRUST EXPENSES**

Section 4.1 The amount of the Trust Assets available to make Distributions to holders of Allowed Other Opioid Claims shall be subject to deductions for the Trust Operating Expenses.

Section 4.2 The Trustee shall implement the Other Opioid Claims TDP in order to make Distributions to holders of Allowed Other Opioid Claims. The amounts of Distributions to be made to holders of Allowed Other Opioid Claims shall be consistent with the treatment provided to similarly situated holders of Opioid Claims that are not Other Opioid Claims.

(a) At the direction of the Trustee, the Financial Advisors shall prepare projections of Distributions under the Other Opioid Claims TDP. The Financial Advisors shall have reasonable access to all data and reports necessary to do so and to perform the tasks of the Financial Advisors under this Trust Agreement.

Section 4.3 The Trustee may, from time to time, create such accounts and reserves within the Trust as the Trustee may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(a) All Trust Expenses shall be payable solely by the Trustee out of the Trust Assets. None of the Debtors, Purchaser Parent, the Post-Emergence Entities, nor any representatives of the foregoing shall be liable for the payment of any Trust Expense or any other liability of the Trust. None of the Trustee, the Delaware Trustee, any representatives of the foregoing, nor any Trust Professional shall be liable to Trust or the beneficiaries of the Trust for the payment of any Trust Expense or any other liability of the Trust.

Section 4.4 Investments. The Trustee, in consultation with the Financial Advisors, if applicable, may develop an investment strategy for the Trust Assets. In determining investments to be held by the Trust, due regard shall be given primarily to safety of principal, and secondarily to production of reasonable amounts of current income. The Trustee is authorized to limit investments to U.S. Treasuries or money market funds thereof, IntraFi, or other fully government-insured investment vehicles.

ARTICLE V **GENERAL PROVISIONS**

Section 5.1 Irrevocability. To the fullest extent permitted by applicable law, the Trust is irrevocable.

Section 5.2 Termination. Following the dissolution and distribution of the Trust Assets, the Trust shall terminate and the Trustee and the Delaware Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of

Trust of the Trust to be filed in accordance with the DST Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

Section 5.3 Amendments. The Trustee may modify or amend this Trust Agreement and the Other Opioid Claims TDP; *provided, however, that*, no amendment to this Trust Agreement or the Other Opioid Claims TDP shall be inconsistent with the terms of the Plan or the Confirmation Order.

Section 5.4 Meetings. The Delaware Trustee shall not be required nor permitted to attend meetings relating to the Trust.

Section 5.5 Severability. Should any provision in the Trust Documents be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Trust Documents.

Section 5.6 Notices. Notices to holders of Other Opioid Claims shall be given by first class mail, postage prepaid, at the address of such holder, or, where applicable, such holder's legal representative, in each case, as provided on such holder's Proof of Claim or as otherwise provided to the Trust with respect to such holder's Other Opioid Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof. All such notices and

communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

To the Trust through the Trustee:

To the Delaware Trustee:

To the Settlor:

-and-

Michael J. Cohen
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Email: mcohen@gibsondunn.com

Section 5.7 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, the Settlor, and their respective successors and assigns, except that none of the Settlor, the Trust, nor the Trustee may assign or otherwise transfer any of their respective rights or obligations, if any, under this Trust Agreement except as otherwise provided herein. Notwithstanding anything to the contrary in this Trust Agreement, the Released Parties shall be third-party beneficiaries with rights of enforcement with respect to Section 5.3 to the extent any proposed amendment or other modification impacts or purports to impact the efficacy or enforceability of the injunction and release provisions of the Plan, including any injunctions or releases issued, granted, or deemed to have been granted in connection with this Trust Agreement or otherwise by holders of Other Opioid Claims under the Plan.

Section 5.8 Canadian Tax Matters. The Trustee and the Delaware Trustee are not, and will at no time be, resident in Canada for purposes of the *Income Tax Act* (Canada).

(a) The management, administration, and operation of the Trust by the Trustee, the Delaware Trustee, or any other Person responsible for the management, administration, and operation of the Trust, and the exercise of any power or authority by or on behalf of the Trust (by any trustee or otherwise), will occur outside of Canada.

(b) The Trust shall not be settled by a resident of Canada for purposes of the *Income Tax Act* (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the *Income Tax Act* (Canada) to the Trust.

Section 5.9 Limitation on Claim Interests for Securities Laws Purposes. Other Opioid Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

Section 5.10 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 5.11 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 5.12 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto shall be governed by laws of the State of Delaware, and the rights of all of the Parties and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof that would purport to apply the law of any other jurisdiction; *provided, however, that*, the Parties intend that the provisions hereof shall control and there shall not be applicable to the Trust, the Trustee, the Delaware Trustee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or Governmental Authority of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other Persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Delaware Trustee set forth

or referenced in this Trust Agreement. Section 3540 of the DST Act shall not apply to the Trust. Administration of the Other Opioid Claims TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

Section 5.13 Settlor's Representative and Cooperation. The Purchaser Parent is hereby irrevocably designated as the Settlor, and is hereby authorized to take any action required of the Settlor by the Trustee in accordance with the Trust Agreement. Subject to the express terms of this Trust Agreement, the Future PI Trust Documents, the Plan and the Confirmation Order, the Purchaser Parent agrees to use commercially reasonable efforts to cooperate in implementing the goals and objectives of this Trust Agreement, the Plan, the Confirmation Order, and the Future PI Trust Documents.

Section 5.14 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the Other Opioid Claims TDP among the parties hereto (other than the Delaware Trustee) shall first be subject to mediation. Failing that, any such disputes shall be resolved by submission of the matter to binding arbitration (the "**ADR Process**"); *provided, however, that*, if one Party objects to binding arbitration, or if the Delaware Trustee is a party to any applicable dispute, the matter shall be submitted to the Bankruptcy Court for a judicial determination; *provided, further, that*, any dispute involving adjustment of the point value shall be resolved in the first instance by the ADR Process. Should any party to the ADR Process be dissatisfied with the recommendation of the arbitrator(s), such party may apply to the Bankruptcy Court for a judicial determination of the underlying matter. Any review conducted by the Bankruptcy Court shall be *de novo*. Should the unresolved dispute not be resolved by the ADR Process within 30 days after submission, the

Parties are relieved of the requirement to pursue the ADR Process prior to application to the Bankruptcy Court. If the Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR Process, the Trustee shall have the discretion to elect out of the ADR Process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court. No dispute involving the Debtors or any other Released Party (except with respect to Purchaser Parent as set forth in this Section 5.13) shall be subject to the ADR Process and any such dispute shall be submitted to the Bankruptcy Court.

Section 5.15 Enforcement and Administration. The provisions of the Trust Documents shall be enforced by the Bankruptcy Court pursuant to the Confirmation Order. The Parties hereto hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by the ADR Process in accordance with Section 5.13 above. The Bankruptcy Court and the courts of the State of Delaware shall have the exclusive jurisdiction with respect to any action relating to or arising from the Trust.

(a) Subject to Section 5.13 above, the Settlor or the Trustee may bring an action before the Bankruptcy Court to enforce the terms of this Trust Agreement, including the Settlor's payment obligations and reversionary interests hereunder, and the prevailing party may recover attorneys' fee and interest associated with such enforcement action.

Section 5.16 Rules of Interpretation. For purposes of this Trust Agreement, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) the words "herein," "hereof," "hereto," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Trust

Agreement; (c) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (d) the term “including” shall be construed to mean “including, but not limited to,” “including, without limitation,” or words of similar import. In this Trust Agreement and the Other Opioid Claims TDP, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 5.17 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by facsimile or portable document format (pdf)), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date set forth above.

SETTLOR

By: _____
Name: [•]
Title: [•]

TRUSTEE

By: _____
Name: [Plan Administrator]

DELAWARE TRUSTEE

By: _____
Name: [•]
Title: [•]

Exhibit 9-B

Other Opioid Claims Trust Distribution Procedures

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO OTHER OPIOID CLAIMS TRUST DISTRIBUTION PROCEDURES

These Endo Other Opioid Claims Trust Distribution Procedures (these “*Other Opioid Claims TDPs*”) provide for resolving all Other Opioid Claims¹ as provided in the Endo Other Opioid Claims Trust Agreement (the “*Trust Agreement*”). The trustee (the “*Other Opioid Claims Trustee*” or the “*Trustee*”) of the Endo Other Opioid Claims Trust (the “*Trust*”) shall implement and administer these Other Opioid TDP in accordance with the Other Opioid Claims Trust Documents.

ARTICLE I INTRODUCTION

Section 1.1 Interpretation. Except as may otherwise be provided below, nothing in this Other Opioid Claims TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of Other Opioid Claims shall vest in such holders upon the channeling of Other Opioid Claims to the Trust on the Effective Date.

ARTICLE II OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

Section 2.1 Claims Materials. The claims materials required to be submitted to the Trust may include a trust claim form, which shall be provided by the Trustee in the Trustee’s sole discretion and which shall require a certification signed by the claimant or their representative under penalty of perjury and shall include instructions for submitting the information and evidence required to establish an Allowed Other Opioid Claim eligible to receive payment from the Trust. The claims materials may be amended by the Trustee; *provided, that*, any such amendment may not be inconsistent with the Plan or the Confirmation Order.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Trust Agreement, the Plan, or the Confirmation Order, as applicable.

Section 2.2 Determination of Compensability. The Trust will receive, process, and resolve Other Opioid Claims in accordance with the Other Opioid Claims Trust Documents and shall determine whether any given Other Opioid Claim is Allowed, in which case the holder thereof shall be eligible to receive a Distribution from the Trust, or Disallowed, in which case, such Disallowed Other Opioid Claim shall be released in full and the holder thereof shall not be eligible to receive a Distribution from the Trust. The Non-GUC Releases granted by any holder of a Disallowed Other Opioid Claim shall not be impacted by the Disallowance of such Other Opioid Claim and shall remain in full force and effect. Any Distribution from the Trust on account of an Other Opioid Claim, if any, shall be deemed to be a Distribution in full and final satisfaction of all of such Other Opioid Claim.

Section 2.3 Treatment of Disallowed Other Opioid Claims. The Trust will not make Distributions to holders of Disallowed Other Opioid Claims.

ARTICLE III
PROCESSING AND RESOLUTION OF OTHER OPIOID CLAIMS BY THE TRUST

Section 3.1 The Trust will use appropriate accounting internal controls, technology, and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate Other Opioid Claims.

(a) The Trust may investigate any Other Opioid Claim and may request information from any holder of an Other Opioid Claim to ensure compliance with the terms outlined in these Other Opioid Claims TDP.

(b) The Trustee has the sole discretion to determine if an Other Opioid Claim is Disallowed or to reduce or eliminate Distributions on account of Other Opioid Claims,

in each case, in accordance with these Other Opioid Claims TDP and the Other Opioid Claims Trust Documents.

Section 3.2 The Trust may, but is not required to, establish a schedule for making Distributions, protocols for staggering Distributions, and/or protocols for making Distributions in installments on account of Allowed Other Opioid Claims following the Effective Date; *provided, that*, no schedule, protocols, or other procedures shall be inconsistent with the Plan or the Confirmation Order.

Section 3.3 Establishment of the FIFO Processing and Payment Queues. The Trust shall cause Other Opioid Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “*FIFO Processing Queue*”).

(a) A holder’s position in the FIFO Processing Queue shall be determined by the date the Trust receives all claims materials necessary to enable the Trust to administer the applicable Other Opioid Claim. If claims materials for more than one Other Opioid Claim are filed on the same date, a holder’s position in the FIFO Processing Queue shall be determined by the date and time the applicable holders filed their respective Proofs of Claim asserting such Other Opioid Claims.

(b) Distributions on account of Allowed Other Opioid Claims shall be made in FIFO order based on the date the applicable Other Opioid Claim becomes an Allowed Other Opioid Claim (the “*FIFO Payment Queue*”). The Trust may issue payments in installments.

ARTICLE IV **AMOUNTS OF DISTRIBUTIONS**

Section 4.1 The amounts of Distributions made to holders of Allowed Other Opioid Claims will be based on (a) an estimation of the total number and amount of Allowed Other Opioid

Claims; (b) the maximum amount of Other Opioid Claims Trust Consideration available to the Trust for purposes of making Distributions; (c) the amount of Distributions made to similarly situated holders of Opioid Claims under the Plan; (d) whether or not the holder of such Other Opioid Claim granted or is deemed to have granted the Non-GUC Releases; and (e) any rights the holder of such Other Opioid Claim may have to recoveries from other sources as set forth in Section 5.2(b) of these Other Opioid Claims TDPs.

Section 4.2 Additional Payment for Granting Non-GUC Releases. Any holder of an Allowed Other Opioid Claim that granted or has been deemed to have granted the Non-GUC Releases shall be entitled to an additional payment (the “*Multiplier Payment*”) in exchange for granting or being deemed to have granted, as applicable, the Non-GUC Releases. Therefore, any holder who (a) granted or was deemed to have granted the Non-GUC Releases; (b) holds an Allowed Other Opioid Claim; and (c) is entitled to a Distribution under these Other Opioid TDP shall be entitled to receive (i) such Distribution to which such holder is entitled; and (b) the Multiplier Payment. The amount of the Multiplier Payment shall be equal to (1) the amount of the Distribution to which such holder would otherwise have been entitled; *multiplied by* (2) a multiplier of 4x.

Section 4.3 Uncertainty of Amounts of Distributions. There is inherent uncertainty regarding the total Allowed amount of Other Opioid Claims, which means there is inherent uncertainty regarding the amounts of Distributions that the holder of an Allowed Other Opioid Claim will receive. Accordingly, the Trustee may periodically evaluate and adjust the percentage of the Other Opioid Claims Trust Consideration and/or the amounts of Distributions that holders of Other Opioid Claims are likely to receive.

(a) The Trustee must base their determination of the expected amounts of Distributions on then-current estimates of the total number of Other Opioid Claims, the amount of the Other Opioid Claims Trust Consideration then available to the Trust, the value of anticipated future funding, all anticipated Trust Operating Expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds necessary to make Distributions to holders of Allowed Other Opioid Claims. When making these determinations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors, including the amounts of Distributions to be made to holders of Allowed Trust Channeled Claims (as defined in the Plan) by another trust under the Plan.

Section 4.4 In determining the amount of any Distribution to be made to a holder of an Allowed Other Opioid Claim, the Trustee shall take into account the amounts of Distributions to be made to holders of comparable Allowed Opioid Claims under the Plan.

Section 4.5 To the extent an Other Opioid Claim is determined not to be compensable by the Trust, such Other Opioid Claim shall be a Disallowed Other Opioid Claim and shall be released and discharged in full regardless of the fact that the holder thereof is not entitled to any Distribution from the Trust.

Section 4.6 To the extent the aggregate amount of Distributions made pursuant to these Other Opioid Claims TDP, together with any other costs and expenses of administering the Trust, is less than the maximum amount of the Other Opioid Claims Trust Consideration available, the Purchaser Entities shall have a reversionary interest in such excess and such excess shall be paid to the Purchaser Entities upon the dissolution or termination of the Trust.

ARTICLE V
EVIDENTIARY REQUIREMENTS

Section 5.1 The Trustee may establish procedures and criteria governing the information and evidence required to be submitted by holders of Other Opioid Claims in order to establish an Allowed Other Opioid Claim under these Other Opioid Claims TDP.

Section 5.2 Assessment of Claims Materials and Evidence by the Trust. The Trust may, but shall not be required to, establish procedures for auditing the reliability of evidence provided and statements made in connection with Other Opioid Claims submitted to the Trust. The Trust may, but shall not be required to, retain an independent third party to implement the audit program.

(a) In the event that the Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the Trust, it may decline to accept additional evidence from such provider in the future.

(b) To the extent that the Trust or the entity overseeing the claims audit program determines is necessary or relevant, the Trust or the entity overseeing the claims audit program, in their sole discretion, may review or take into consideration other claims filed in court complaints, against other trusts, and any rights the holder of an Other Opioid Claim may have to recoveries with respect to such Other Opioid Claim from applicable Governmental Authorities. Any Other Opioid Claimant subject to the claims audit program shall cooperate and, if requested, provide the Trust or the entity overseeing the claims audit program with any information or records necessary for the Trust or the entity overseeing the claims audit program to verify the applicable Other Opioid Claim and make a determination as to whether such Other Opioid Claim is Allowed or Disallowed hereunder.

(c) In the event that an audit reveals that fraudulent information has been provided to the Trust, the Trust may penalize the holder of the Other Opioid Claim (or such holder's representative) for providing fraudulent information by Disallowing the Other Opioid Claim or by other means, including, but not limited to, (1) requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits in connection with the applicable Other Opioid Claim; (2) raising the level of scrutiny applied with respect to additional information submitted from the same source or sources; (3) refusing to accept additional evidence from the same source or sources; (4) seeking the prosecution of such holder (or such holder's representative) for presenting a fraudulent claim in violation of 18 U.S.C. § 152; (5) and seeking sanctions from the Bankruptcy Court.

(i) Notwithstanding any provision of these Other Opioid Claims TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid Other Opioid Claims so that the payment of Allowed Other Opioid Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting an asserted Other Opioid Claim. The Trustee shall have the latitude to make judgments regarding the amount of costs to be expended by the Trust so that Allowed Other Opioid Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be

unreliable pursuant to the claims audit program described herein or otherwise.

Section 5.3 Confidentiality of Information Submitted. All submissions to the Trust by a holder of an Other Opioid Claim, including the claims materials related thereto, shall be treated as made in the course of settlement discussions between such holder and the Trust, and are intended by the parties to be confidential and protected by all applicable privileges and protections, including, but not limited to, those directly applicable to settlement discussions.

Exhibit 10-A

EFBD Claims Trust Agreement

ENDO EFBD CLAIMS TRUST AGREEMENT

This Endo EFBD Claims Trust Agreement (this “***Trust Agreement***”), dated as of [•], 2024, and effective as of the Effective Date,¹ is entered into, as contemplated by the Plan and the Confirmation Order, by Purchaser Parent; [____] (the “***Delaware Trustee***”); and the trustee of the Trust (as defined below) identified on the signature pages hereof (the “***Trustee***” and, together with Purchaser Parent and the Delaware Trustee, the “***Parties***”).

WHEREAS, on August 16, 2022, Endo International plc and its affiliated debtors and debtors in possession (together with later-filed debtor affiliates, the “***Debtors***”) commenced cases under chapter 11 of title 11 of the United States Code (the “***Bankruptcy Code***”) in the United States Bankruptcy Court for the Southern District of New York (the “***Bankruptcy Court***”), administered and known as *In re Endo International plc, et al.*, No. 22-22549 (JLG) (the “***Chapter 11 Cases***”);

WHEREAS, the Plan and the Confirmation Order contemplate, *inter alia*, the creation of a trust, as provided herein, to be called the Endo EFBD Claims Trust (the “***Trust***”);

WHEREAS, as contemplated by the Plan and the Confirmation Order, the Trust shall be established to (i) assume all of the Debtors’ liability for the EFBD Claims; (ii) receive the EFBD Claims Trust Consideration, (iii) administer the EFBD Claims, (iv) make Distributions to holders of Allowed EFBD Claims in accordance with the EFBD Claims Trust Documents (also referred to herein as the “***Trust Documents***”); and (v) carry out such other matters as are set forth herein and in the Plan and the Confirmation Order;

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or the Confirmation Order, as applicable.

WHEREAS, as set forth in the Plan and the Confirmation Order, the Trust shall use its assets and income to resolve and satisfy all EFBD Claims and shall (i) hold, manage, and invest the assets and income of the Trust for the benefit of the beneficiaries of the Trust; and (ii) administer, process, resolve, and liquidate all EFBD Claims in accordance with the Endo EFBD Claims Trust Distribution Procedures (the “*EFBD Claims TDP*”);

WHEREAS, the Trust will value the EFBD Claims, and be in a financial position to make Distributions to holders of Allowed EFBD Claims, in accordance with the terms of the Trust Documents; and

WHEREAS, all rights of the holders of EFBD Claims arising under the Trust Documents shall vest upon the channeling of the EFBD Claims to this Trust on the Effective Date.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I
AGREEMENT OF TRUST

Section 1.1 Creation and Name. The Trust was established by the filing of a Certificate of Trust with the Secretary of State for the State of Delaware on [•], 2024. It is the intention of the Debtors and the parties hereto that the Trust constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the “*DST Act*”), and that this document constitute the governing instrument of the Trust. The Trustee may transact the business and affairs of the Trust in the name of the Trust, and references herein to the Trust shall include the Trustee acting on behalf of the Trust. Purchaser Parent is hereby deemed the Settlor of the Trust.

Section 1.2 Purpose. The purpose of the Trust is to assume all of the Debtors’ liabilities and responsibility for all EFBD Claims, to resolve and make Distributions in respect of Allowed EFBD Claims in accordance with the Trust Documents, the Plan, and the Confirmation Order, and

use the Trust Assets (as defined herein) and income to meet its obligations, as well as to, among other things:

- (a) direct the administration, processing, liquidation, and payment of EFBD Claims in accordance with the Plan, the Confirmation Order, and the Trust Documents;
- (b) preserve, hold, and manage the Trust Assets for use in paying and satisfying Allowed EFBD Claims;
- (c) pay holders of Allowed EFBD Claims in accordance with the Trust Documents such that holders of Allowed EFBD Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such Allowed EFBD Claims; and
- (d) use the Trust Assets and income to pay any and all fees, costs, expenses, taxes, disbursements, debts, and obligations of the Trust incurred from the operation and administration of the Trust (including in connection with the Plan, the Confirmation Order, and the Trust Documents) and management of the Trust Assets (together, the “*Trust Operating Expenses*” and, together with Distributions made to holders of Allowed EFBD Claims, the “*Trust Expenses*”) in accordance with the Trust Documents.

Section 1.3 Assumption of Liabilities. In furtherance of the purposes of the Trust, the Trust hereby expressly assumes all of the Debtors’ liability and responsibility for all EFBD Claims, and none of the Debtors nor the Post-Emergence Entities shall have any further financial or other responsibility or liability therefor or in connection therewith. The sole recourse of any holder of an EFBD Claim shall be solely to the Trust. Except as otherwise provided in the Plan, the Confirmation Order, or the Trust Documents, and to the extent set forth in the Plan, the Confirmation Order, and the Trust Documents, the Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and

similar rights, regarding such claims that the Debtors or the applicable Post-Emergence Entities have or would have had under applicable law; *provided, however, that*, no such claims, defenses, or rights may be asserted by the Trust against any Released Party.

Section 1.4 To the extent required by the DST Act, the beneficial owners (within the meaning of the DST Act) of the Trust (the “***Beneficial Owners***”) shall be deemed to be the holders of EFBD Claims; *provided, that*, (i) such holders, as such Beneficial Owners, shall have only such rights with respect to the Trust and its assets as are set forth in the Trust Documents; and (ii) no greater or other rights, including upon the dissolution, liquidation, or winding up of the Trust, shall be deemed to apply to such holders in their capacity as Beneficial Owners.

Section 1.5 Acceptance and Transfer of Trust Assets. In furtherance of the purposes of the Trust, the Trust hereby expressly accepts the transfer to the Trust of the EFBD Claims Trust Consideration and any other transfers contemplated by the Plan, the Confirmation Order, and the EFBD Claims Trust Documents. Pursuant to and in accordance with the Plan and the Confirmation Order, the Trust shall receive the EFBD Claims Trust Consideration (together with any proceeds from or interest thereon, the “***Trust Assets***”) as follows:

(a) Funding of the Trust. The Settlor shall fund the Trust for the benefit of holders of Allowed EFBD Claims with the maximum amount of the EFBD Claims Trust Consideration on or as soon as reasonably practicable following the Effective Date.

(b) Reversion of EFBD Claims Trust Consideration. Upon the termination of the Trust, any EFBD Claims Trust Consideration remaining in the Trust shall unconditionally and irrevocably revert and be transferred to the Settlor upon such occurrence or termination, as applicable; *provided, however, that*, nothing in this Section 1.5(b) shall alter the Settlor’s obligation to provide up to the maximum aggregate

amount of the EFBD Claims Trust Consideration to the extent necessary to make Distributions on account of Allowed EFBD Claims.

ARTICLE II
POWERS OF THE TRUSTEE AND TRUST ADMINISTRATION

Section 2.1 Powers of the Trustee. The Trustee is and shall act as the fiduciary to the Trust in accordance with the provisions of the Trust Documents, the Plan, the Confirmation Order, and any documents contemplated hereby or thereby. The Trustee shall, at all times, administer the Trust and the Trust Assets in accordance with the purposes set forth herein. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the Trust, including, without limitation, each power expressly granted hereunder, any power reasonably incidental thereto and not inconsistent with the requirements of this Trust Agreement, and any power now or hereafter permitted under the laws of the State of Delaware. Except as required by applicable law or otherwise specified herein, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder. The Trustee may not take any action inconsistent with the terms of the Plan or the Confirmation Order.

Section 2.2 Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustee shall have the power to:

- (a) receive and hold the Trust Assets and exercise all rights with respect thereto;
- (b) pay liabilities and expenses of the Trust;
- (c) subject to the terms of the Plan, the Confirmation Order, and the Trust

Documents, sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitative, or other proceeding;

(d) supervise and administer the Trust in accordance with the Plan, the Confirmation Order, and the Trust Documents;

(e) appoint, hire, or engage such officers, employees, advisors, counsel, consultants, independent contractors, representatives, and agents to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, lien resolution, and other services (“*Trust Professionals*”) as the business of the Trust requires, and delegate to such Trust Professionals such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in the Trustee’s discretion, deems advisable or necessary in order to carry out the terms of the Trust Documents;

(f) pay reasonable compensation to Trust Professionals;

(g) invest the monies held from time to time by the Trust, in consultation with the financial advisors, if any, for the Trust (the “*Financial Advisors*”);

(h) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as otherwise provided herein;

(i) (i) compensate the Trustee, the Delaware Trustee, and their respective Trust Professionals; and (ii) reimburse the Trustee, the Delaware Trustee, and their respective Trust Professionals, in each case, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(j) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust; *provided, that*, such

arrangements may not conflict or be inconsistent with the Plan, the Confirmation Order, or any of the Trust Documents;

(k) execute and deliver such instruments as the Trustee considers proper in administering the EFBD Claims Trust;

(l) as further set forth herein, defend, indemnify, and hold harmless (and, in the Trustee's discretion, purchase insurance indemnifying) the Trustee, the Delaware Trustee, and their respective Trust Professionals (each, a "*Trust Indemnified Party*" and collectively, the "*Trust Indemnified Parties*"), in each case, to the fullest extent permitted by applicable law (including the DST Act). For the avoidance of doubt, none of the Debtors, the Purchaser Entities, nor the Post-Emergence Entities shall have any indemnification or reimbursement obligations under this Trust Agreement; and

(m) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as otherwise set forth herein.

Section 2.3 The Trustee shall not have the power to guarantee any debt of any other Person.

Section 2.4 The Trustee hereby agrees to take the actions of the Trust required hereunder.

Section 2.5 General Administration. The Trustee shall act in accordance with the Plan, the Confirmation Order, the Trust Documents, and any documents contemplated by any of the foregoing in performing its duties hereunder. For the avoidance of doubt, this Trust Agreement

shall be construed and implemented in accordance with the Plan and the Confirmation Order, regardless of whether any provision herein explicitly references the Plan or the Confirmation Order, as applicable.

(a) The Trustee shall (i) timely file such income tax and other returns and statements required to be filed, and shall timely pay all taxes required to be paid by the Trust and (ii) comply with all applicable reporting and withholding obligations, including any reporting obligations under the Corporate Transparency Act.

(b) The Trustee may withhold, and shall pay to the appropriate tax authority, all amounts required by law to be withheld pursuant to the Tax Code or any provision of any applicable foreign, state, or local tax law with respect to any Distribution to holders of Allowed EFBD Claims. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such holders of Allowed EFBD Claims for all purposes of this Trust Agreement.

(i) The Trustee shall be responsible for all of the Trust's tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Trustee shall file (or cause to be filed) any other statement, return, or disclosure relating to the Trust that is required by any Governmental Authority and be responsible for payment, out of the Trust Assets, of any taxes imposed on the Trust or the Trust Assets.

(ii) The Trustee shall be authorized to collect tax information, which may include applicable IRS Form W-8, IRS Form W-9, and tax identification numbers, from holders of EFBD Claims to the extent (1) reasonably requested by the Trustee; and (2) readily available to the

applicable holders of the EFBD Claims and necessary to effectuate the purposes of the Trust.

(c) The Trustee may request additional information or evidence in connection with an EFBD Claim from the holder thereof. If the Trustee reasonably requests such information from any holder of an EFBD Claim and such holder fails to furnish any such information before the date that is six months after the request is made (subject to extension in the discretion of the Trustee), to the fullest extent permitted by law, the Trustee, in their discretion, may determine that the amount of any Distribution contemplated to be made to such holder pending such requested information and evidence shall irrevocably revert to the Trust, and the applicable EFBD Claim shall be Disallowed and thereby discharged and released in full and forever barred from assertion against the Debtors, the Post-Emergence Entities, the Trust, and the Trust Assets. The Non-GUC Releases granted by any holder of a Disallowed EFBD Claim shall not be impacted by the Disallowance of such EFBD Claim and shall remain in full force and effect.

(d) The Trustee shall prepare an annual report (the “*Annual Report*”) to be provided to the Settlor. The Annual Report shall include a report of EFBD Claims Trust Consideration balances, expenditures, distributions, forward-looking projections, and the status thereof, any related proceedings (including insurance proceedings), and any assets (including the value thereof) obtained or retained for the benefit of holders of EFBD Claims. The Annual Report shall contain financial statements of the Trust (including, without limitation, a balance sheet of the Trust as of the end of such fiscal year and a statement of operations for such fiscal year) prepared by a firm of independent certified public accountants selected by the Trustee and accompanied by an opinion of such firm as

to the fairness of the financial statements' presentation of the cash and investments available for the payment of claims. The Annual Report may also include an aggregate summary regarding the number and type of EFBD Claims resolved during the period covered by the financial statements.

(e) The Trustee may engage Financial Advisors in addition to the independent certified public accountant to be hired pursuant to Section 2.5(d) above, and the Financial Advisors shall be paid reasonable compensation pursuant to a separate fee agreement, which shall be entered into with the consent of the Settlor. To the extent requested by the Trustee, the Financial Advisors shall be responsible for determining the available Trust Assets and, under the direction of the Trustee, (i) reviewing the investment of all funds paid to and held by the Trust; (ii) monitoring the assets and liabilities of the Trust; (iii) providing investment guidance to the Trustee; (iv) reviewing the Trust's financial statements; and (v) reviewing the Trustee's preparation of accounting statements and responding to audits. The Trustee shall periodically inform the Financial Advisors regarding liquidity needs of the Trust, as applicable. The Trustee will ensure tasks assigned to the Financial Advisors are performed in accordance with this Trust Agreement.

(f) To the extent available, the Trustee shall deliver to the Settlor monthly reports on the status of EFBD Claims submitted to and processed, paid, or resolved by the Trust. Such reports shall identify any Distributions made to holders of Allowed EFBD Claims.

(g) The Trustee shall be permitted to clarify and/or revise the EFBD Claims TDP; *provided, that*, no such clarification or revision shall be inconsistent with the Plan or the Confirmation Order. Additionally, the Trustee shall have discretion to implement such

procedures and routines as necessary to implement the EFBD Claims TDP; *provided, that*, any such procedures and routines shall be consistent with the Plan, the Confirmation Order, and the Trust Documents.

ARTICLE III
TRUSTEE; DELAWARE TRUSTEE

Section 3.1 Number. In addition to the Delaware Trustee, there shall be one Trustee. The initial Trustee shall be [the Plan Administrator].

Section 3.2 Trustee Term of Service. The Trustee shall serve from the Effective Date (or, with respect to a successor Trustee, the date of such successor Trustee's appointment) until the earliest of (a) such Trustee's death; (b) such Trustee's resignation; (c) such Trustee's removal; or (d) the termination of the Trust.

(a) The Trustee may resign at any time by written notice to Purchaser Parent. Such notice shall specify a date when such resignation shall take effect, which shall not be less than 90 days after the date such notice is given, where practicable.

(b) The Trustee may be removed by the Bankruptcy Court with the consent of Purchaser Parent, in the event that the Trustee becomes unable to discharge the Trustee's duties hereunder due to any physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions herein, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder, or repeated non-attendance at scheduled meetings.

Section 3.3 Appointment of a Successor Trustee. In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by an individual to be appointed by Purchaser Parent. Immediately upon

the appointment of any successor Trustee, all rights, titles, duties, powers, and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of any predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of any predecessor Trustee.

Section 3.4 Limitation of Liability of the Trustee. To the fullest extent permitted by the DST Act, the Trustee shall not be liable to the Trust, to any holder of an EFBD Claim, or to any other Person, except for any act or omission by the Trustee that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the DST Act.

Section 3.5 Compensation of the Trustee. The Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement. The Trust will promptly reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of their duties hereunder. The Annual Report shall include a description of the compensation and reimbursement amounts paid to the Trustee hereunder.

Section 3.6 Trustee's Independence. The Trustee shall not, during the term of the Trustee's service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any Debtor or Purchaser Entity; *provided, that*, the Trustee may act as the Plan Administrator in accordance with the Plan, the Confirmation Order, and the Plan Administrator Agreement. The Trustee shall not act as an attorney for any holder of an EFBD Claim. For the avoidance of doubt, this Section 3.6 shall not be applicable to the Delaware Trustee.

Section 3.7 Delaware Trustee. There shall, at all times, be a Delaware Trustee. The Delaware Trustee shall either be (a) a natural person who is at least 21 years of age and a resident

of the State of Delaware; or (b) a legal entity that has its principal place of business in the State of Delaware and otherwise meets the requirements of applicable Delaware law, and shall act through one or more persons authorized to bind such entity. If at any time, the Delaware Trustee shall cease to be eligible in accordance with the foregoing clauses (a) and (b), it shall resign immediately in the manner and with the effect hereinafter specified. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder, and any reference to a “Trustee” shall not include the Delaware Trustee unless specifically indicated.

(a) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the DST Act and for taking such actions as are required to be taken by a Delaware Trustee under the DST Act. The duties (including fiduciary duties), liabilities, and obligations of the Delaware Trustee shall be limited to (1) accepting legal process served on the Trust in the State of Delaware; and (2) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the DST Act (acting solely at the written direction of the Trustee), and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the other parties hereto, or any beneficiary of the Trust, it is hereby understood and agreed by such Persons that such duties and liabilities are replaced by the duties and liabilities of

the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee or any other Person. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for the same other than in the event of its gross negligence, willful misconduct, or fraud. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee to the extent that the Delaware Trustee has acted in accordance with the written direction of the Trustee.

(b) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of this Trust Agreement. The Delaware Trustee may resign at any time upon the giving of at least 60 days' advance written notice to the Trustee; *provided, that*, such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee. If the Trustee does not act to appoint a successor Delaware Trustee within such 60-day period, the Delaware Trustee may apply (at the sole cost and expense of the Trust) to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee. In the event that any amounts due and owing to the Delaware Trustee under this Trust Agreement remain unpaid for more than 90 days, the Delaware Trustee shall be entitled to resign on 30 days' notice regardless of whether a successor Delaware Trustee has been appointed or not.

(c) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the then-serving Delaware Trustee; *provided, that*, any successor Delaware Trustee must satisfy the requirements of Section 3807 of the DST Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the then-serving Delaware Trustee and the Trustee and any fees and expenses due to the then-serving Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties, and obligations of the then-serving Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the then-serving Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the DST Act, including filing a Certificate of Amendment to the Certificate of Trust of the Trust in accordance with Section 3810 of the DST Act.

(d) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto; *provided, that*, such successor Delaware Trustee shall satisfy the requirements of Section 3807 of the DST Act.

(e) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Trust Agreement. None of the Delaware Trustee nor any of its directors, officers, employees, agents, or Affiliates shall (i) be responsible for, or have any duty to monitor, the performance or any action of the Trust, the Trustee, or any other Person, or the directors, members, officers, agents, Affiliates, or employees of the foregoing; nor (ii) have any liability in connection with the malfeasance or nonfeasance by any Person set forth in the foregoing clause (i). The Delaware Trustee may assume performance by all such Persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person. The Delaware Trustee shall have no responsibilities as to the validity, sufficiency, value, genuineness, ownership, or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto.

(f) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by, circumstances beyond its control, including, without limitation, any act or provision of any (i) present or future law or regulation or Governmental Authority; (ii) act of God; (iii) earthquakes; (iv) fires; (v) floods; (vi) wars;

(vii) terrorism; (viii) civil or military disturbances; (ix) sabotage; (x) epidemics; (xi) riots; (xii) interruptions, loss, or malfunctions of utilities, computer (hardware or software), or communications services; (xiii) accidents; (xiv) labor disputes; (xv) acts of civil or military authority or governmental actions; or (xvi) the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(g) Compensation of Delaware Trustee. The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement. The Trust will promptly reimburse the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Delaware Trustee in connection with the performance of its duties hereunder. The Annual Report shall include a description of the compensation and reimbursement amounts paid to the Delaware Trustee hereunder.

Section 3.8 Trustee's Employment of Trust Professionals; Delaware Trustee's Employment of Counsel. The Trustee may, but shall not be required to, retain and consult with Trust Professionals deemed by the Trustee to be qualified as experts on the matters submitted to them and, in the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any Trust Professional deemed by the Trustee to be an expert on the particular matter submitted to such Trust Professional shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee hereunder in good faith and in accordance with the written opinion of, or information provided by, any Trust Professional.

(a) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of the Delaware Trustee's obligations hereunder. Compliance with the advice of such counsel shall be full and complete

authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

Section 3.9 Indemnification. To the fullest extent permitted under the DST Act, the Trust shall indemnify and defend the Trust Indemnified Parties in the performance of their respective duties hereunder against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their respective duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which such individual is ultimately liable.

(a) Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustee, the Delaware Trustee, or any other Trust Indemnified Party in connection with any action, suit, or proceeding, whether civil, administrative, or arbitrate, from which such Person is indemnified by the Trust pursuant to this Section 3.9, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the Delaware Trustee, or the applicable Trust Indemnified Party, to repay such amount until such time that it is determined ultimately by final order that the Trustee, the Delaware Trustee, or such other Trust Indemnified Party is not entitled to be indemnified by the Trust.

(b) The Trustee may purchase and maintain reasonable amounts and types of insurance on behalf of any Person or group of Persons that is or was a Trustee for purposes of this Section 3.9, or any other Trust Indemnified Party, including against liability asserted

against or incurred by such individual in the foregoing capacity or arising from such individual's status as a Trustee or as a Trust Professional.

(c) For the avoidance of doubt, and notwithstanding anything to the contrary herein or in any other Trust Document, none of the Debtors nor any other Post-Emergence Entity shall have any liability or responsibility for any indemnification or reimbursement obligations under this Trust Agreement.

Section 3.10 Bond. The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

ARTICLE IV **TRUST ASSETS; DISTRIBUTIONS; AND TRUST EXPENSES**

Section 4.1 The amount of the Trust Assets available to make Distributions to holders of Allowed EFBD Claims shall be subject to deductions for the Trust Operating Expenses.

Section 4.2 The Trustee shall implement the EFBD Claims TDP in order to make Distributions to holders of Allowed EFBD Claims. The amounts of Distributions to be made to holders of Allowed EFBD Claims shall be consistent with the treatment provided to similarly situated holders of comparable Trust Channeled Claims (as defined in the Plan) that are not EFBD Claims.

(a) At the direction of the Trustee, the Financial Advisors shall prepare projections of Distributions under the EFBD Claims TDP. The Financial Advisors shall have reasonable access to all data and reports necessary to do so and to perform the tasks of the Financial Advisors under this Trust Agreement.

Section 4.3 The Trustee may, from time to time, create such accounts and reserves within the Trust as the Trustee may deem necessary, prudent, or useful in order to provide for the

payment of Trust Expenses and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(a) All Trust Expenses shall be payable solely by the Trustee out of the Trust Assets. None of the Debtors, Purchaser Parent, the Post-Emergence Entities, nor any representatives of the foregoing shall be liable for the payment of any Trust Expense or any other liability of the Trust. None of the Trustee, the Delaware Trustee, any representatives of the foregoing, nor any Trust Professional shall be liable to Trust or the beneficiaries of the Trust for the payment of any Trust Expense or any other liability of the Trust.

Section 4.4 Investments. The Trustee, in consultation with the Financial Advisors, if applicable, may develop an investment strategy for the Trust Assets. In determining investments to be held by the Trust, due regard shall be given primarily to safety of principal, and secondarily to production of reasonable amounts of current income. The Trustee is authorized to limit investments to U.S. Treasuries or money market funds thereof, IntraFi, or other fully government-insured investment vehicles.

ARTICLE V **GENERAL PROVISIONS**

Section 5.1 Irrevocability. To the fullest extent permitted by applicable law, the Trust is irrevocable.

Section 5.2 Termination. Following the dissolution and distribution of the Trust Assets, the Trust shall terminate and the Trustee and the Delaware Trustee (acting solely at the written direction of the Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Trust to be filed in accordance with the DST Act. Notwithstanding anything to the

contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

Section 5.3 Amendments. The Trustee may modify or amend this Trust Agreement and the EFBD Claims TDP; *provided, however, that*, no amendment to this Trust Agreement or the EFBD Claims TDP shall be inconsistent with the terms of the Plan or the Confirmation Order.

Section 5.4 Meetings. The Delaware Trustee shall not be required nor permitted to attend meetings relating to the Trust.

Section 5.5 Severability. Should any provision in the Trust Documents be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Trust Documents.

Section 5.6 Notices. Notices to holders of EFBD Claims shall be given by first class mail, postage prepaid, at the address of such holder, or, where applicable, such holder's legal representative, in each case, as provided on such holder's Proof of Claim or as otherwise provided to the Trust with respect to such holder's EFBD Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof. All such notices and communications if mailed shall be effective when physically delivered at the designated

addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

To the Trust through the Trustee:

To the Delaware Trustee:

To the Settlor:

-and-

Michael J. Cohen
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Email: mcohen@gibsondunn.com

Section 5.7 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, the Settlor, and their respective successors and assigns, except that none of the Settlor, the Trust, nor the Trustee may assign or otherwise transfer any of their respective rights or obligations, if any, under this Trust Agreement except as otherwise provided herein. Notwithstanding anything to the contrary in this Trust Agreement, the Released Parties shall be third-party beneficiaries with rights of enforcement with respect to Section 5.3 to the extent any proposed amendment or other modification impacts or purports to impact the efficacy or enforceability of the injunction and release provisions of the Plan, including any injunctions or releases issued, granted, or deemed to have been granted in connection with this Trust Agreement or otherwise by holders of EFBD Claims under the Plan.

Section 5.8 Canadian Tax Matters. The Trustee and the Delaware Trustee are not, and will at no time be, resident in Canada for purposes of the *Income Tax Act* (Canada).

(a) The management, administration, and operation of the Trust by the Trustee, the Delaware Trustee, or any other Person responsible for the management, administration, and operation of the Trust, and the exercise of any power or authority by or on behalf of the Trust (by any trustee or otherwise), will occur outside of Canada.

(b) The Trust shall not be settled by a resident of Canada for purposes of the *Income Tax Act* (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the *Income Tax Act* (Canada) to the Trust.

Section 5.9 Limitation on Claim Interests for Securities Laws Purposes. EFBD Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

Section 5.10 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 5.11 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 5.12 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto shall be governed by laws of the State of Delaware, and the rights of all of the Parties and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof that would purport to apply the law of any other jurisdiction; *provided, however, that*, the Parties intend that the provisions hereof shall control and there shall not be applicable to the Trust, the Trustee, the Delaware Trustee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or Governmental Authority of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other Persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Delaware Trustee set forth or referenced in this Trust Agreement. Section 3540 of the DST Act shall not apply to the Trust. Administration of the EFBD Claims TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict

of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

Section 5.13 Settlor's Representative and Cooperation. The Purchaser Parent is hereby irrevocably designated as the Settlor, and is hereby authorized to take any action required of the Settlor by the Trustee in accordance with the Trust Agreement. Subject to the express terms of this Trust Agreement, the Future PI Trust Documents, the Plan and the Confirmation Order, the Purchaser Parent agrees to use commercially reasonable efforts to cooperate in implementing the goals and objectives of this Trust Agreement, the Plan, the Confirmation Order, and the Future PI Trust Documents.

Section 5.14 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the EFBD Claims TDP among the parties hereto (other than the Delaware Trustee) shall first be subject to mediation. Failing that, any such disputes shall be resolved by submission of the matter to binding arbitration (the "**ADR Process**"); *provided, however, that*, if one Party objects to binding arbitration, or if the Delaware Trustee is a party to any applicable dispute, the matter shall be submitted to the Bankruptcy Court for a judicial determination; *provided, further, that*, any dispute involving adjustment of the point value shall be resolved in the first instance by the ADR Process. Should any party to the ADR Process be dissatisfied with the recommendation of the arbitrator(s), such party may apply to the Bankruptcy Court for a judicial determination of the underlying matter. Any review conducted by the Bankruptcy Court shall be *de novo*. Should the unresolved dispute not be resolved by the ADR Process within 30 days after submission, the Parties are relieved of the requirement to pursue the ADR Process prior to application to the Bankruptcy Court. If the Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR Process, the Trustee shall have the discretion to elect out of the ADR

Process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court. No dispute involving the Debtors or any other Released Party (except with respect to Purchaser Parent as set forth in this Section 5.13) shall be subject to the ADR Process and any such dispute shall be submitted to the Bankruptcy Court.

Section 5.15 Enforcement and Administration. The provisions of the Trust Documents shall be enforced by the Bankruptcy Court pursuant to the Confirmation Order. The Parties hereto hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by the ADR Process in accordance with Section 5.13 above. The Bankruptcy Court and the courts of the State of Delaware shall have the exclusive jurisdiction with respect to any action relating to or arising from the Trust.

(a) Subject to Section 5.13 above, the Settlor or the Trustee may bring an action before the Bankruptcy Court to enforce the terms of this Trust Agreement, including the Settlor's payment obligations and reversionary interests hereunder, and the prevailing party may recover attorneys' fee and interest associated with such enforcement action.

Section 5.16 Rules of Interpretation. For purposes of this Trust Agreement, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) the words "herein," "hereof," "hereto," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Trust Agreement; (c) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (d) the term "including" shall be construed to mean "including, but not limited to," "including, without limitation," or words of similar import. In this Trust Agreement and the EFBD Claims

TDP, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 5.17 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by facsimile or portable document format (pdf)), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date set forth above.

SETTLOR

By: _____
Name: [•]
Title: [•]

TRUSTEE

By: _____
Name: [Plan Administrator]

DELAWARE TRUSTEE

By: _____
Name: [•]
Title: [•]

Exhibit 10-B

EFBD Claims Trust Distribution Procedures

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

ENDO EFBD CLAIMS TRUST DISTRIBUTION PROCEDURES

These Endo EFBD Claims Trust Distribution Procedures (these “*EFBD Claims TDPs*”) provide for resolving all EFBD Claims¹ as provided in the Endo EFBD Claims Trust Agreement (the “*EFBD Claims Trust Agreement*” or the “*Trust Agreement*”). The trustee (the “*EFBD Claims Trustee*” or the “*Trustee*”) of the Endo EFBD Claims Trust (the “*Trust*”) shall implement and administer these EFBD TDP in accordance with the EFBD Claims Trust Documents.

ARTICLE I INTRODUCTION

Section 1.1 Interpretation. Except as may otherwise be provided below, nothing in this EFBD Claims TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of EFBD Claims shall vest in such holders upon the channeling of EFBD Claims to the Trust on the Effective Date.

ARTICLE II OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

Section 2.1 Claims Materials. The claims materials required to be submitted to the Trust may include a trust claim form, which shall be provided by the Trustee in the Trustee’s sole discretion and which shall require a certification signed by the claimant or their representative under penalty of perjury and shall include instructions for submitting the information and evidence required to establish an Allowed EFBD Claim eligible to receive payment from the Trust. The claims materials may be amended by the Trustee; *provided, that*, any such amendment may not be inconsistent with the Plan or the Confirmation Order.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Other Opioid Claims Trust Agreement, the Plan, or the Confirmation Order, as applicable.

(a) To the extent the Proof of Claim for any EFBD Claim asserts a Claim that would have satisfied the definition of another type of Trust Channeled Claim under the Plan (a “*Comparable Claim*”) had such EFBD Claim been filed by the General Bar Date, the holder of such EFBD Claim shall be required to provide the same claims materials to the Trust as the holder of such Comparable Claim would be required to submit to the applicable trust to which such Comparable Claim is channeled under the Plan. For example, to the extent an EFBD Claim relates to any personal injury resulting from the use of transvaginal surgical mesh Products designed to treat pelvic organ prolapse or stress urinary incontinence against American Medical Systems Holdings, Inc., the holder of such EFBD Claim shall be required to submit the same claims materials to the Trust as holders of Mesh Claims would be required to submit to the Mesh Claims Trust in order to be eligible to receive a Distribution therefrom.

Section 2.2 Determination of Compensability. The Trust will receive, process, and resolve EFBD Claims in accordance with the EFBD Claims Trust Documents and shall determine whether any given EFBD Claim is Allowed, in which case the holder thereof shall be eligible to receive a Distribution from the Trust, or Disallowed, in which case, such Disallowed EFBD Claim shall be released in full and the holder thereof shall not be eligible to receive a Distribution from the Trust. The Non-GUC Releases granted by any holder of a Disallowed EFBD Claim shall not be impacted by the Disallowance of such EFBD Claim and shall remain in full force and effect. Any Distribution from the Trust on account of an EFBD Claim, if any, shall be deemed to be a Distribution in full and final satisfaction of all of such holder’s EFBD Claims against the Debtors.

(a) In determining whether an EFBD Claim is compensable under these EFBD Claims TDP, the Trustee shall evaluate each EFBD Claim in a manner substantially similar to the manner in which a Comparable Claim would be evaluated under the trust distribution procedures applicable to such Comparable Claim.

(b) Distributions to holders of EFBD Claims shall be no greater in amount (the “*Maximum Amount*”) than the amounts of Distributions by the applicable trust established for the benefit of similarly situated holders of Comparable Claims, net of the applicable administrative expenses of such trust.

Section 2.3 Treatment of Disallowed EFBD Claims. The Trust will not make Distributions to holders of Disallowed EFBD Claims.

ARTICLE III
PROCESSING AND RESOLUTION OF EFBD CLAIMS BY THE TRUST

Section 3.1 The Trust will use appropriate accounting internal controls, technology, and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate EFBD Claims.

(a) The Trust may investigate any EFBD Claim and may request information from any holder of an EFBD Claim to ensure compliance with the terms outlined in these EFBD Claims TDP.

(b) The Trustee has the sole discretion to determine if an EFBD Claim is Disallowed or to reduce or eliminate Distributions on account of EFBD Claims, in each case, in accordance with these EFBD Claims TDP and the EFBD Claims Trust Documents.

Section 3.2 Initial Distribution Amount. The Trustee may establish a claim amount, up to the Maximum Amount (as defined below) (the “**Initial Distribution Amount**”) and, if appropriate, the protocol for staggering payments, making payments in installments, and the timing of payments for Allowed EFBD Claims. Payments will be issued on a rolling basis to Allowed EFBD Claims on a first in, first out (“**FIFO**”) basis based upon the date the Trust determines each EFBD Claim is Allowed. All payments will be subject to the Maximum Amount. EFBD Claims with earlier positions in the FIFO Processing Queue (as defined below) are more likely to receive payment up to the Initial Distribution Amount sooner than EFBD Claims assigned later positions in the FIFO Processing Queue.

Section 3.3 Establishment of the FIFO Processing and Payment Queues. The Trust shall cause EFBD Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”).

(a) A holder’s position in the FIFO Processing Queue shall be determined by the date the Trust receives all claims materials necessary to enable the Trust to administer the applicable EFBD Claim. If claims materials for more than one EFBD Claim are filed on the same date, a holder’s position in the FIFO Processing Queue shall be determined by the date the applicable holders filed their respective Proofs of Claim asserting such EFBD Claims.

(b) Distributions on account of Allowed EFBD Claims shall be made in FIFO order based on the date the applicable EFBD Claim becomes an Allowed EFBD Claim (the “**FIFO Payment Queue**”). The Trust may issue payments in installments.

ARTICLE IV
AMOUNTS OF DISTRIBUTIONS

Section 4.1 The amounts of Distributions made to holders of Allowed EFBD Claims (a) will be based on (i) an estimation of the total number of Allowed EFBD Claims; (ii) the maximum amount of EFBD Claims Trust Consideration available to the Trust for purposes of making Distributions; (iii) the amount of Distributions made to similarly situated holders of Comparable Claims under the Plan; and (iv) whether or not the holder of such EFBD Claim granted or is deemed to have granted the Non-GUC Releases; and (b) shall not exceed the amount of comparable Distributions provided by another trust under the Plan to holders of Allowed Comparable Claims channeled to such other trust under this Plan.

Section 4.2 Additional Payment for Granting Non-GUC Releases. Any holder of an Allowed EFBD Claim that granted or has been deemed to have granted the Non-GUC Releases shall be entitled to an additional payment (the “*Multiplier Payment*”) in exchange for granting or being deemed to have granted, as applicable, the Non-GUC Releases. Therefore, any holder who (a) granted or was deemed to have granted the Non-GUC Releases; (b) holds an Allowed EFBD Claim; and (c) is entitled to a Distribution under these EFBD TDP shall be entitled to receive (i) such Distribution to which such holder is entitled; and (b) the Multiplier Payment. The amount of the Multiplier Payment shall be equal to (1) the amount of the Distribution to which such holder would otherwise have been entitled; *multiplied by* (2) a multiplier of 4x.

Section 4.3 Uncertainty of Amounts of Distributions. There is inherent uncertainty regarding the total Allowed amount of EFBD Claims, which means there is inherent uncertainty regarding the amounts of Distributions that a holder of an Allowed EFBD Claim will receive. Accordingly, the Trustee may periodically evaluate and adjust the percentage of the Maximum Amount that holders of Allowed EFBD Claims are likely to receive (the “*Payment*”

Percentage”). If the Payment Percentage is 100%, the Initial Distribution Amount is the Maximum Amount.

(a) The Trustee must base their determination of the Payment Percentage on (i) then-current estimates of the aggregate Allowed amount of EFBD Claims; (ii) the value of the assets then available to the EFBD Claims Trust for Distributions to holders of Allowed EFBD Claims; (iii) the value of anticipated future assets, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds available to make Distributions to holders of Allowed EFBD Claims. When making these determinations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors, including the amounts of Distributions to be made to holders of Allowed Comparable Claims by another trust under the Plan.

(b) If the Trustee makes a determination to increase the Payment Percentage, the Trustee shall make supplemental payments to all holders of Allowed EFBD Claims who previously received Distributions calculated based on a lower Payment Percentage. The Trustee’s obligation to make a supplemental payment to the holder of an Allowed EFBD Claim shall be suspended in the event the payment in question would be less than \$[50], and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$[50]. However, the Trustee’s obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due to the holder of the applicable Allowed EFBD Claim at such time that the total of such aggregate supplemental payments exceeds \$[50].

Section 4.4 In determining the amount of any Distribution to be made to a holder of an Allowed EFBD Claim, the Trustee may take into account the amounts of Distributions to be made to holders of comparable Allowed Opioid Claims under the Plan.

Section 4.5 To the extent an EFBD Claim is determined not to be compensable by the Trust, such EFBD Claim shall be a Disallowed EFBD Claim and shall be released and discharged in full regardless of the fact that the holder thereof is not entitled to any Distribution from the Trust.

Section 4.6 To the extent the aggregate amount of Distributions made pursuant to these EFBD Claims TDP, together with any other costs and expenses of administering the Trust, is less than the maximum amount of the EFBD Claims Trust Consideration available, the Purchaser Entities shall have a reversionary interest in such excess and such excess shall be paid to the Purchaser Entities upon the dissolution or termination of the Trust.

ARTICLE V
EVIDENTIARY REQUIREMENTS

Section 5.1 The Trustee may establish procedures and criteria governing the information and evidence required to be submitted by holders of EFBD Claims in order to establish an Allowed EFBD Claim under these EFBD Claims TDP.

Section 5.2 Assessment of Claims Materials and Evidence by the Trust. The Trust may, but shall not be required to, establish procedures for auditing the reliability of evidence provided and statements made in connection with EFBD Claims submitted to the Trust. The Trust may, but shall not be required to, retain an independent third party to implement the audit program.

(a) In the event that the Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the Trust, it may decline to accept additional evidence from such provider in the future.

(b) To the extent that the Trust or the entity overseeing the claims audit program determines is necessary or relevant, the Trust or the entity overseeing the claims audit program, in their sole discretion, may review or take into consideration other claims filed in court complaints, against other trusts, and any rights the holder of an EFBD Claim may have to recoveries with respect to such EFBD Claim from applicable Governmental Authorities. Any EFBD Claimant subject to the claims audit program shall cooperate and, if requested, provide the Trust or the entity overseeing the claims audit program with any information or records necessary for the Trust or the entity overseeing the claims audit program to verify the applicable EFBD Claim and make a determination as to whether such EFBD Claim is Allowed or Disallowed hereunder.

(c) In the event that an audit reveals that fraudulent information has been provided to the Trust, the Trust may penalize the holder of the EFBD Claim (or such holder's representative) for providing fraudulent information by Disallowing the EFBD Claim or by other means, including, but not limited to, (1) requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits in connection with the applicable EFBD Claim; (2) raising the level of scrutiny applied with respect to additional information submitted from the same source or sources; (3) refusing to accept additional evidence from the same source or sources; (4) seeking the prosecution of such holder (or such holder's representative) for presenting a fraudulent claim in violation of 18 U.S.C. § 152; (5) and seeking sanctions from the Bankruptcy Court.

(i) Notwithstanding any provision of these EFBD Claims TDP to the contrary, the Trustee shall give appropriate consideration to the cost

of investigating and uncovering invalid EFBD Claims so that the payment of Allowed EFBD Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting an asserted EFBD Claim. The Trustee shall have the latitude to make judgments regarding the amount of costs to be expended by the Trust so that Allowed EFBD Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

Section 5.3 Confidentiality of Information Submitted. All submissions to the Trust by a holder of an EFBD Claim, including the claims materials related thereto, shall be treated as made in the course of settlement discussions between such holder and the Trust, and are intended by the parties to be confidential and protected by all applicable privileges and protections, including, but not limited to, those directly applicable to settlement discussions.

Exhibit 11

Opioid School District Recovery Trust Governing Documents

The Opioid School District Recovery Trust Governing Documents, as may be amended from time to time pursuant to the terms thereof, and including all schedules, exhibits, supplements, and any other attachments thereto, have been filed as Exhibit 1 to the *Supplement to Further Status Update Regarding the Public School District Creditors' Special Education Initiative, In re: Mallinckrodt plc, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del. Feb. 15, 2024) [Docket No. 9035].

Exhibit 12

**Illustrative Corporate Governance Documents
of Purchaser Parent**

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION¹**

OF

**ENDO, INC.
(a Delaware corporation)**

Endo, Inc., a corporation organized and existing under the laws of the State of Delaware, does hereby certify as follows:

1. The name of the Corporation is Endo, Inc.
2. The original certificate of incorporation was filed with the Secretary of State of the State of Delaware on December 5, 2023, under the name “Endo, Inc.”.
3. This Amended and Restated Certificate of Incorporation (the “Certificate of Incorporation”) restates and amends the original certificate of incorporation of the Corporation. This Certificate of Incorporation has been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (as the same exists or may hereafter be amended from time to time, the “DGCL”).
4. The text of the original certificate of incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

**ARTICLE I
NAME**

The name of the Corporation is Endo, Inc. (the “Corporation”).

**ARTICLE II
AGENT**

The address of the Corporation’s registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

¹ The terms of this draft Certificate of Incorporation are for illustrative purposes only and remain under negotiation by the parties. All parties reserve all related rights thereto.

ARTICLE III PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV STOCK

Section 4.1 Authorized Stock. The total number of shares which the Corporation shall have authority to issue is 1,050,000,000, of which 1,000,000,000 shall be designated as Common Stock, par value \$0.001 per share (the "Common Stock"), and 50,000,000 shall be designated as Preferred Stock, par value \$0.001 per share (the "Preferred Stock").

Section 4.2 Common Stock.

(a) Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation, including any certificate of designations relating to any series of Preferred Stock (each hereinafter referred to as a "Preferred Stock Designation"), that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Preferred Stock Designation).

(b) Dividends. Subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive any dividends to the extent permitted by law when, as and if declared by the board of directors of the Corporation (the "Board of Directors").

(c) Liquidation. Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares of Common Stock held by them.

Section 4.3 Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. Subject to limitations prescribed by law and the provisions of this Article IV (including any Preferred Stock Designation), the Board of Directors is hereby authorized to provide by resolution and by causing the filing of a Preferred Stock Designation for the issuance of the shares of Preferred Stock in one or more series, and to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers, preferences, and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions, if any, of the shares of each such series.

Section 4.4 No Class Vote on Changes in Authorized Number of Shares of Stock. Subject to the rights of the holders of any outstanding series of Preferred Stock, the number of authorized shares of Common Stock or Preferred Stock may only be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of at least a majority of the voting power of the stock outstanding and entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 4.5 Non-Voting Equity Securities. Notwithstanding anything herein to the contrary, the Corporation shall not issue non-voting equity securities of any class, series or other designation to the extent prohibited by Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"); provided, however, that the foregoing restriction (i) shall have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (ii) shall only have such force and effect to the extent and for so long as such Section 1123(a)(6) is in effect and applies to the Corporation and (iii) may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

ARTICLE V BOARD OF DIRECTORS

Section 5.1 Number. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), the Board of Directors shall consist of such number of directors as shall be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the total number of directors then authorized.

Section 5.2 Vacancies and Newly Created Directorships; Removal.

(a) Subject to the rights of the holders of any outstanding series of Preferred Stock, and unless otherwise required by law, newly created directorships resulting from any increase in the authorized number of directors and any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, or by the sole remaining director. Any director so chosen shall hold office until the next election of directors and until his or her successor shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

(b) Any director, or the entire Board of Directors, may be removed, with or without cause, by the affirmative vote of at least a majority of the voting power of the stock outstanding and entitled to vote thereon; provided, however, that whenever the holders of any class or series are entitled to elect one or more directors by this Certificate of Incorporation (including any Preferred Stock Designation), with respect to the removal without cause of a director or directors so elected, the vote of the holders of the outstanding shares of that class or series and not the vote of the outstanding shares as a whole shall apply.

(c) During any period when the holders of any series of Preferred Stock have the right to elect additional Preferred Stock Director (as defined below), and upon

commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such number of directors that the holders of any series of Preferred Stock have a right to elect, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions; and (ii) each director elected by the holders of any series of Preferred Stock provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation) (a “Preferred Stock Director”) shall serve until such Preferred Stock Director’s successor shall have been duly elected and qualified, or until such director’s right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to said provisions, the terms of office of all such Preferred Stock Directors elected by the holders of such Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such Preferred Stock Director shall cease to be qualified as a director and shall cease to be a director) and the total authorized number of directors of the Corporation shall be automatically reduced accordingly.

Section 5.3 Powers. Except as otherwise required by the DGCL or as provided in this Certificate of Incorporation (including any Preferred Stock Designation), the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 5.4 Election; Annual Meeting of Stockholders.

(a) Written Ballot Not Required. The directors of the Corporation need not be elected by written ballot unless the Bylaws of the Corporation (as amended and/or restated from time to time, the “Bylaws”) so provide.

(b) Notice. Advance notice of nominations for the election of directors, and of business other than nominations, to be proposed by stockholders for consideration at a meeting of stockholders of the Corporation shall be given in the manner and to the extent provided in or contemplated by the Bylaws.

(c) Annual Meeting. The annual meeting of stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, either within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

ARTICLE VI STOCKHOLDER ACTION

Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation) and subject to the Bylaws of the Corporation, any

action required or permitted to be taken at any annual or special meeting of the stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote by consent in accordance with Section 228 of the DGCL. Notwithstanding the foregoing, any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one of more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable Preferred Stock Designation related to such series of Preferred Stock.

ARTICLE VII SPECIAL MEETINGS OF STOCKHOLDERS

Except as otherwise required by law, and except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), a special meeting of the stockholders of the Corporation: (a) may be called at any time by the Board of Directors; and (b) shall be called by the Chairperson of the Board of Directors or the Secretary of the Corporation upon the written request or requests of one or more persons that: (i) own (as defined in the Bylaws) shares representing at least 10% of the voting power of the stock outstanding and entitled to vote on the matter or matters to be brought before the proposed special meeting as of the record date fixed in accordance with the Bylaws to determine who may deliver a written request to call the special meeting; and (ii) comply with such procedures for calling a special meeting of stockholders as may be set forth in the Bylaws of the Corporation, as amended from time to time. The foregoing provisions of this Article VII shall be subject to the provisions of the Bylaws of the Corporation (as amended from time to time) that limit the ability to make a request for a special meeting and that specify the circumstances pursuant to which a request for a special meeting will be deemed to be revoked. Except as otherwise required by law, and except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), special meetings of the stockholders of the Corporation may not be called by any other person or persons. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting.

ARTICLE VIII BUSINESS COMBINATIONS WITH INTERESTED STOCKHOLDERS

The Corporation hereby expressly elects that it shall not be governed by, or otherwise subject to, Section 203 of the DGCL.

ARTICLE IX EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE X AMENDMENT

Section 10.1 Amendment of Certificate of Incorporation. The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Preferred Stock Designation), and

other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by the laws of the State of Delaware, and all powers, preferences and rights of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) in its present form or as hereafter amended are granted subject to this reservation. For the avoidance of doubt, but subject to the rights of the holders of any outstanding Preferred Stock, Section 242(d) of the DGCL shall apply to amendments to the Certificate of Incorporation.

Section 10.2 Amendment of Bylaws. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, but subject to the terms of any series of Preferred Stock then outstanding, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws. Except as otherwise provided in this Certificate of Incorporation (including the terms of any Preferred Stock Designation that require an additional vote) or the Bylaws, and in addition to any requirements of law, the affirmative vote of at least a majority of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal, or adopt any provision inconsistent with, any provision of the Bylaws; provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the Board of Directors that would have been valid if such Bylaws had not been adopted.

ARTICLE XI LIABILITY OF DIRECTORS AND OFFICERS

Section 11.1 No Personal Liability. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable.

Section 11.2 Amendment or Repeal. Any amendment, repeal or elimination of this Article XI, or the adoption of any provision of the Certificate of Incorporation inconsistent with this Article XI, shall not affect its application with respect to an act or omission by a director or officer occurring before such amendment, adoption, repeal or elimination.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on this [●] day of [●], [●].

By: _____
Name:
Title:

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**AMENDED AND RESTATED
BYLAWS¹**

OF

**ENDO, INC.
(a Delaware corporation)**

**ARTICLE I
CORPORATE OFFICES**

Section 1.1 Registered Office. The registered office of Endo, Inc., a Delaware corporation (the “Corporation”), shall be fixed in the Certificate of Incorporation of the Corporation (as the same may be amended and/or restated from time to time, the “Certificate of Incorporation”).

Section 1.2 Other Offices. The Corporation may also have an office or offices, and keep the books and records of the Corporation, except as otherwise required by law, at such other place or places, either within or without the State of Delaware, as the Corporation may from time to time determine or the business of the Corporation may require.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 2.1 Annual Meeting. The annual meeting of stockholders, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, either within or without the State of Delaware, on such date, and at such time as the Board of Directors of the Corporation (the “Board of Directors” or the “Board”) shall fix. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 2.2 Special Meeting.

(a) Except as otherwise required by law, and except as otherwise provided for or fixed pursuant to the Certificate of Incorporation, including any certificate of designations relating to any series of Preferred Stock (each hereinafter referred to as a “Preferred Stock Designation”), a special meeting of the stockholders of the Corporation: (i) may be called at any time by the Board of Directors; and (ii) shall be called by the Chairperson of the Board of Directors (the “Chairperson of the Board”) or the Secretary of the Corporation (the “Secretary”) upon the written request or requests of one or more persons that: (A) own (as defined below) shares representing at least 10% of the voting power of the stock outstanding and entitled to vote

¹ The terms of these draft Bylaws are for illustrative purposes only and remain under negotiation by the parties. All parties reserve all related rights thereto.

on the matter or matters to be brought before the proposed special meeting (hereinafter, the “requisite percent”) as of the record date fixed in accordance with Section 2.2(c) to determine who may deliver a written request to call the special meeting; and (B) comply with the notice procedures set forth in this Section 2.2 with respect to any matter that is a proper subject for the meeting pursuant to Section 2.2(e) (a meeting called in accordance with clause (ii) above, a “stockholder-requested special meeting”). Except as otherwise required by law, and except as otherwise provided for or fixed pursuant to the Certificate of Incorporation (including any Preferred Stock Designation), special meetings of the stockholders of the Corporation may not be called by any other person or persons. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation’s notice of meeting.

(b) For purposes of satisfying the requisite percent under this Section 2.2:

(i) A person is deemed to “own” only those outstanding shares of stock of the Corporation as to which such person possesses both: (A) the full voting and investment rights pertaining to the shares; and (B) the full economic interest in (including the opportunity for profit and risk of loss on) the shares, except that the number of shares calculated in accordance with the foregoing clauses (A) and (B) shall not include any shares: (1) sold by such person in any transaction that has not been settled or closed; (2) borrowed by the person for any purposes or purchased by the person pursuant to an agreement to resell; or (3) subject to any option, warrant, forward contract, swap, contract of sale, or other derivative or similar agreement entered into by the person, whether the instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of stock of the Corporation, if the instrument or agreement has, or is intended to have, or if exercised would have, the purpose or effect of: (x) reducing in any manner, to any extent or at any time in the future, the person’s full right to vote or direct the voting of the shares; and/or (y) hedging, offsetting or altering to any degree any gain or loss arising from the full economic ownership of the shares by the person. For purposes of the foregoing clauses (1)-(3), the term “person” includes its affiliates; and

(ii) A person “owns” shares held in the name of a nominee or other intermediary so long as such person retains both: (A) the full voting and investment rights pertaining to the shares; and (B) the full economic interest in the shares. The person’s ownership of shares is deemed to continue during any period in which the person has delegated any voting power by means of a proxy, power of attorney, or other instrument or arrangement that is revocable at any time by the person.

(c) Any person seeking to request a special meeting shall first request that the Board of Directors fix a record date to determine the persons entitled to request a special meeting (the “ownership record date”) by delivering notice in writing to the Secretary at the principal executive offices of the Corporation (the “record date request notice”). A person’s record date request notice shall contain information about the class or series and number of shares of stock of the Corporation which are owned of record and beneficially by the person and state the business proposed to be acted on at the meeting. Upon receiving a record date request notice, the Board of Directors may set an ownership record date. Notwithstanding any other provision of these Bylaws, the ownership record date shall not precede the date upon which the resolution fixing

the ownership record date is adopted by the Board of Directors, and shall not be more than 10 days after the close of business (as defined in Section 2.10(c)(iii) below) on the date upon which the resolution fixing the ownership record date is adopted by the Board of Directors. If the Board of Directors, within 10 days after the date upon which a valid record date request notice is received by the Secretary, does not adopt a resolution fixing the ownership record date, the ownership record date shall be the close of business on the 10th day after the date upon which a valid record date request notice is received by the Secretary (or, if such 10th day is not a business day, the first business day thereafter).

(d) In order for a stockholder-requested special meeting to be called by the Secretary, one or more written requests for a special meeting signed by persons (or their duly authorized agents) who own or who are acting on behalf of persons who own, as of the ownership record date, at least the requisite percent (the “special meeting request”), shall be delivered to the Secretary. A special meeting request shall: (i) state the business (including the identity of nominees for election as a director, if any) proposed to be acted on at the meeting, which shall be limited to the business set forth in the record date request notice received by the Secretary; (ii) bear the date of signature of each such person (or duly authorized agent) submitting the special meeting request; (iii) set forth the name and address of each person submitting the special meeting request (as they appear on the Corporation’s books, if applicable); (iv) contain the information required by Section 2.10(a) below with respect to any director nominations or other business proposed to be presented at the special meeting, and as to each person requesting the meeting and each other person (including any beneficial owner) on whose behalf the person is acting, other than persons who have provided such request solely in response to any form of public solicitation for such requests, and the additional information required by Section 2.9(a) below; (v) include documentary evidence that the requesting persons own the requisite percent as of the ownership record date; provided, however, that if the requesting persons are not the beneficial owners of the shares representing the requisite percent, then to be valid, the special meeting request must also include documentary evidence of the number of shares owned (as defined in Section 2.2(c) above) by the beneficial owners on whose behalf the special meeting request is made as of the ownership record date; and (vi) be delivered to the Secretary at the principal executive offices of the Corporation, by hand or by certified or registered mail, return receipt requested, within 60 days after the ownership record date. The special meeting request shall be updated and supplemented within five business days after the record date for determining the stockholders entitled to vote at the stockholder requested-special meeting (or by the opening of business on the date of the meeting, whichever is earlier, if the record date for determining the stockholders entitled to vote at the meeting is different from the record date for determining the stockholders entitled to notice of the meeting), and in either case such information when provided to the Corporation shall be current as of the record date for determining the stockholders entitled to vote at the meeting. In addition, the requesting person and each other person (including any beneficial owner) on whose behalf the person is acting, shall provide such other information as the Corporation may reasonably request within 10 business days of such a request.

(e) After receiving a special meeting request, the Board of Directors shall determine in good faith whether the persons requesting the special meeting have satisfied the requirements for calling a special meeting of stockholders, and the Corporation shall notify the requesting person of the Board’s determination about whether the special meeting request is

valid. The date, time and place of the special meeting shall be fixed by the Board of Directors, and the date of the special meeting shall not be more than 90 days after the date on which the Board of Directors fixes the date of the special meeting. The record date for the special meeting shall be fixed by the Board of Directors as set forth in Section 7.6(a) below.

(f) A special meeting request shall not be valid, and the Corporation shall not call a special meeting if: (i) the special meeting request relates to an item of business that is not a proper subject for stockholder action under, or that involves a violation of, applicable law; (ii) an item of business that is the same or substantially similar (as determined in good faith by the Board of Directors) was presented at a meeting of stockholders occurring within 90 days preceding the earliest date of signature on the special meeting request; (iii) the special meeting request is delivered during the period commencing 90 days prior to the first anniversary of the preceding year's annual meeting and ending on the date of the next annual meeting of stockholders; or (iv) the special meeting request does not comply with the requirements of this Section 2.2. For purposes of this Section 2.2(f), the [2024] annual meeting of stockholders shall be deemed to have been held on [●].

(g) Any person who submitted a special meeting request may revoke its written request by written revocation delivered to the Secretary at the principal executive offices of the Corporation at any time prior to the stockholder-requested special meeting. A special meeting request shall be deemed revoked (and any meeting scheduled in response may be cancelled) if the persons submitting the special meeting request, and any beneficial owners on whose behalf they are acting (as applicable), do not continue to own (as defined in Section 2.2(c) above) at least the requisite percent at all times between the date the record date request notice is received by the Corporation and the date of the applicable stockholder-requested special meeting, and the requesting person shall promptly notify the Secretary of any decrease in ownership of shares of stock of the Corporation that results in such a revocation. If, as a result of any revocations, there are no longer valid unrevoked written requests from the requisite percent, the Board of Directors shall have the discretion to determine whether or not to proceed with the special meeting.

(h) Business transacted at a stockholder-requested special meeting shall be limited to: (i) the business stated in the valid special meeting request received from the requisite percent; and (ii) any additional business that the Board of Directors determines to include in the Corporation's notice of meeting. If none of the persons who submitted the special meeting request (or their qualified representatives, as defined in Section 2.10(c)(ii)) appears at the special meeting to present the matter or matters to be brought before the special meeting that were specified in the special meeting request, the Corporation need not present the matter or matters for a vote at the meeting, notwithstanding that proxies and votes in respect of such matter may have been received by the Corporation. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled pursuant to this Section 2.2.

Section 2.3 Notice of Stockholders' Meetings.

(a) Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting of stockholders shall specify the place, if any, date and time of the meeting of stockholders, the record date for determining the stockholders entitled to vote at

the meeting (if such date is different from the record date for determining the stockholders entitled to notice of the meeting), and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting. The notice shall be given not less than 10 nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting, except as otherwise provided by law, the Certificate of Incorporation (including any Preferred Stock Designation) or these Bylaws. In the case of a special meeting, the purpose or purposes for which the meeting is called also shall be set forth in the notice.

(b) Except as otherwise required by law, notice may be given in writing directed to a stockholder's mailing address as it appears on the records of the Corporation and shall be given: (i) if mailed, when notice is deposited in the U.S. mail, postage prepaid; and (ii) if delivered by courier service, the earlier of when the notice is received or left at such stockholder's address.

(c) So long as the Corporation is subject to the Securities and Exchange Commission's proxy rules set forth in Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), notice shall be given in the manner required by such rules. To the extent permitted by such rules, notice may be given by electronic transmission directed to the stockholder's electronic mail address, and if so given, shall be given when directed to such stockholder's electronic mail address unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by Section 232(e) of the General Corporation Law of the State of Delaware (as the same exists or may hereafter be amended from time to time, the "DGCL"). If notice is given by electronic mail, such notice shall comply with the applicable provisions of Sections 232(a) and 232(d) of the DGCL.

(d) Notice may be given by other forms of electronic transmission with the consent of a stockholder in the manner permitted by Section 232(b) of the DGCL and shall be deemed given as provided therein.

(e) An affidavit that notice has been given, executed by the Secretary, Assistant Secretary (or other officer designated by the Board) or any transfer agent or other agent of the Corporation, shall be *prima facie* evidence of the facts stated in the notice in the absence of fraud. Notice shall be deemed to have been given to all stockholders who share an address if notice is given in accordance with the "householding" rules set forth in Rule 14a-3(e) under the Exchange Act and Section 233 of the DGCL.

(f) When a meeting is adjourned to another time or place (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), notice need not be given of the adjourned meeting if the place, if any, date and time thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are: (i) announced at the meeting at which the adjournment is taken; (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxyholders to participate in the meeting by means of remote communication; or (iii) set forth

in the notice of meeting given in accordance with Section 2.3(a); provided, however, that if the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting in accordance with Section 7.6(a), and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 2.4 Organization.

(a) Meetings of stockholders shall be presided over by the Chairperson of the Board, or in his or her absence, by the Chief Executive Officer (if separate) or another person designated by or in the manner provided by the Board of Directors. The Secretary, or in his or her absence, an Assistant Secretary, or in the absence of the Secretary and all Assistant Secretaries, a person whom the chairperson of the meeting shall appoint, shall act as secretary of the meeting and keep a record of the proceedings thereof.

(b) The date and time of the opening and the closing of the polls for each matter upon which the stockholders shall vote at a meeting of stockholders shall be announced at the meeting. The Board of Directors may adopt such rules and regulations for the conduct of any meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairperson of the meeting shall have the authority to adopt and enforce such rules and regulations for the conduct of any meeting of stockholders and the safety of those in attendance as, in the judgment of the chairperson, are necessary, appropriate or convenient for the conduct of the meeting. Rules and regulations for the conduct of meetings of stockholders, whether adopted by the Board of Directors or by the chairperson of the meeting, may include, without limitation, establishing: (i) an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies, qualified representatives (including rules around who qualifies as such) and such other persons as the chairperson of the meeting shall permit; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted for consideration of each agenda item and for questions and comments by participants; (vi) regulations for the opening and closing of the polls for balloting and matters which are to be voted on by ballot (if any); and (vii) procedures (if any) requiring attendees to provide the Corporation advance notice of their intent to attend the meeting. Subject to any rules and regulations adopted by the Board of Directors, the chairperson of the meeting may convene and, for any or no reason, from time to time, adjourn and/or recess any meeting of stockholders pursuant to Section 2.7. The chairperson of the meeting, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall declare that a nomination or other business was not properly brought before the meeting if the facts warrant (including if a determination is made that a nomination or other business was not made or proposed, as the case may be, in accordance with Section 2.10 of these Bylaws), and if such chairperson should so declare, such nomination shall be disregarded or such other business shall not be transacted.

Section 2.5 List of Stockholders. The Corporation shall prepare, no later than the 10th day before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, that if the record date for determining the stockholders entitled to vote is less than 10 days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date. Such list shall be arranged in alphabetical order and shall show the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing in this Section 2.5 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for 10 days ending on the day before the meeting date: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting; or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Except as otherwise required by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.5 or to vote in person or by proxy at any meeting of stockholders.

Section 2.6 Quorum. Except as otherwise required by law, the Certificate of Incorporation (including any Preferred Stock Designation) or these Bylaws, at any meeting of stockholders, the holders of a majority of the voting power of the stock outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business; provided, however, that where a separate vote by a class or series or classes or series is required, the holders of a majority of the voting power of the stock of such class or series or classes or series outstanding and entitled to vote on that matter, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to such matter. If a quorum is not present or represented at any meeting of stockholders, then the chairperson of the meeting, or the holders of a majority of the voting power of the stock present in person or represented by proxy at the meeting and entitled to vote thereon, shall have power to adjourn or recess the meeting from time to time in accordance with Section 2.7, until a quorum is present or represented. Subject to applicable law, if a quorum initially is present at any meeting of stockholders, the stockholders may continue to transact business until adjournment or recess, notwithstanding the withdrawal of enough stockholders to leave less than a quorum, but if a quorum is not present at least initially, no business other than adjournment or recess may be transacted.

Section 2.7 Adjourned or Recessed Meeting. Any annual or special meeting of stockholders, whether or not a quorum is present, may be adjourned or recessed for any or no reason from time to time by the chairperson of the meeting, subject to any rules and regulations adopted by the Board of Directors pursuant to Section 2.4(b). Any such meeting may be adjourned for any or no reason (and may be recessed if a quorum is not present or represented) from time to time by the holders of a majority of the voting power of the stock present in person or represented by proxy at the meeting and entitled to vote thereon. At any such adjourned or recessed meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.8 Voting; Proxies.

(a) Except as otherwise required by law or the Certificate of Incorporation (including any Preferred Stock Designation), each holder of stock of the Corporation entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of such stock held of record by such holder that has voting power upon the subject matter in question.

(b) Except as otherwise required by law, the Certificate of Incorporation (including any Preferred Stock Designation), these Bylaws or any law, rule or regulation applicable to the Corporation or its securities, at each meeting of stockholders at which a quorum is present, all corporate actions to be taken by vote of the stockholders shall be authorized by the affirmative vote of the holders of at least a majority of the voting power of the stock present in person or represented by proxy and entitled to vote on the subject matter, and where a separate vote by a class or series or classes or series is required, if a quorum of such class or series or classes or series is present, such act shall be authorized by the affirmative vote of the holders of at least a majority of the voting power of the stock of such class or series or classes or series present in person or represented by proxy and entitled to vote on the subject matter. Voting at meetings of stockholders need not be by written ballot.

(c) Every stockholder entitled to vote for directors, or on any other matter, shall have the right to do so either in person or by one or more persons authorized to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary (or other officer designated by the Board) a revocation of the proxy or an executed new proxy bearing a later date.

Section 2.9 Submission of Information Regarding Director Nominees.

(a) As to each person whom a stockholder of record proposes to nominate for election or reelection as a director of the Corporation pursuant to Section 2.10, the stockholder must deliver to the Secretary (or other officer designated by the Board) at the principal executive offices of the Corporation the following information:

(i) a written representation and agreement, which shall be signed by the person proposed to be nominated and pursuant to which such person shall represent and agree that such person: (A) consents to being named as a nominee in a proxy statement and form of proxy relating to the meeting at which directors are to be elected and to serving as a director if elected, and currently intends to serve as a director for the full term for which such person is standing for election; (B) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity: (1) as to how the person, if elected as a director, will act or vote on any issue or question, except as disclosed in such representation and agreement; or (2) that could limit or interfere with the person's ability to comply, if elected as a director, with such person's fiduciary duties under

applicable law; (C) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director or nominee, except as disclosed in such representation and agreement; and (D) if elected as a director, will comply with all of the Corporation's corporate governance policies and guidelines related to conflict of interest, confidentiality, stock ownership and trading policies and guidelines, and any other policies and guidelines applicable to directors (which will be provided within five business days following a request therefor from such stockholder of record); and

(ii) a completed and signed questionnaire in the same form required of the Corporation's nominees (the "Questionnaire"). The Questionnaire will be provided by the Corporation within five business days following a request therefor from such stockholder of record.

(b) If a stockholder has submitted notice of an intent to nominate a candidate for election or re-election as a director pursuant to Section 2.10, a written and signed representation and agreement and a fully completed and signed Questionnaire described in Section 2.9(a) above shall be provided to the Corporation at the same time as such notice. All information provided pursuant to this Section 2.9 shall be deemed part of the stockholder's notice submitted pursuant to Section 2.10.

(c) Notwithstanding the foregoing, if any information or communication submitted pursuant to this Section 2.9 is inaccurate or incomplete in any material respect (as determined by the Board of Directors (or any authorized committee thereof)) such information shall be deemed not to have been provided in accordance with this Section 2.9. Upon written request of the Secretary, the stockholder giving notice of an intent to nominate a candidate for election shall provide, within five business days after delivery of such request (or such longer period as may be specified in such request), (i) written verification, reasonably satisfactory to the Corporation, to demonstrate the accuracy of any information submitted and (ii) a written affirmation of any information submitted as of an earlier date. If such stockholder fails to provide such written verification or affirmation within such time period, the information as to which written verification or affirmation was requested may be deemed not to have been provided in accordance with this Section 2.9.

Section 2.10 Notice of Stockholder Business and Nominations.

(a) Annual Meeting.

(i) Nominations of persons for election to the Board of Directors and the proposal of business other than nominations to be considered by the stockholders may be made at an annual meeting of stockholders only: (A) pursuant to the Corporation's notice of meeting (or any supplement thereto); (B) by or at the direction of the Board of Directors (or any authorized committee thereof); or (C) by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 2.10(a) is delivered to the Secretary (or other officer designated by the Board), who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 2.10(a). For the avoidance of doubt, the foregoing clause (C) shall be the exclusive means for a stockholder to make

nominations or propose other business at an annual meeting of stockholders (other than a proposal included in the Corporation's proxy statement pursuant to and in compliance with Rule 14a-8 under the Exchange Act).

(ii) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (C) of the foregoing paragraph, the stockholder must have given timely notice thereof in writing to the Secretary (or other officer designated by the Board) and, in the case of business other than nominations, such business must be a proper subject for stockholder action. To be timely, a stockholder's notice must be delivered to the Secretary (or other officer designated by the Board) at the principal executive offices of the Corporation not later than the close of business (as defined in Section 2.10(c)(iii) below) on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, or if no annual meeting was held or deemed to have been held in the preceding year, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the date on which public announcement (as defined in Section 2.10(c)(iii) below) of the date of such meeting is first made by the Corporation. In no event shall an adjournment or recess of an annual meeting, or a postponement of an annual meeting for which notice of the meeting has already been given to stockholders or a public announcement of the meeting date has already been made, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. A stockholder's notice given in accordance with this Section 2.10 must contain the names of only the nominees for whom such stockholder (or beneficial owner, if any) intends to solicit proxies. For the avoidance of doubt, the number of nominees a stockholder may nominate for election at the annual meeting (or in the case of a stockholder giving the notice on behalf of a beneficial owner, the number of nominees a stockholder may nominate for election at the annual meeting on behalf of the beneficial owner) shall not exceed the number of directors to be elected at such annual meeting. For purposes of this Section 2.10, the [2024] annual meeting of stockholders shall be deemed to have been held on [●]. Such stockholder's notice shall set forth:

(A) as to each person whom the stockholder proposes to nominate for election or re-election as a director: (1) a written statement, not to exceed 500 words, in support of such person; (2) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Regulation 14A under the Exchange Act; and (3) the information required to be submitted regarding nominees pursuant to Section 2.9 above, including, within the time period specified in Section 2.9(b) above, a fully completed and signed Questionnaire described in Section 2.9(a)(ii) above;

(B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business

at the meeting and any substantial interest (within the meaning of Item 5 of Schedule 14A under the Exchange Act) in such business of such stockholder and the beneficial owner (within the meaning of Section 13(d) of the Exchange Act), if any, on whose behalf the proposal is made, and if such stockholder or beneficial owner is an entity, any related person (as defined below);

(C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made or the other business is proposed:

(1) the name and address of such stockholder, as they appear on the Corporation's books, and the name and address of such beneficial owner;

(2) the class or series and number of shares of stock of the Corporation which are owned of record by such stockholder and such beneficial owner as of the date of the notice, and a representation that the stockholder will notify the Corporation in writing within five business days after the record date for such meeting of the class or series and number of shares of stock of the Corporation owned of record by the stockholder and such beneficial owner as of the record date for the meeting; and

(3) a representation that the stockholder (or a qualified representative of the stockholder) intends to appear at the meeting to make such nomination or propose such business; and

(D) as to the stockholder giving the notice or, if the notice is given on behalf of a beneficial owner on whose behalf the nomination is made or the other business is proposed, as to such beneficial owner, and if such stockholder or beneficial owner is an entity, as to each individual who is a director, executive officer, general partner or managing member of such entity or of any other entity that has or shares control of such entity (any such individual or entity, a "related person");

(1) the class or series and number of shares of stock of the Corporation which are beneficially owned (as defined in Section 2.10(c)(iii) below) by such stockholder or beneficial owner and by any related person as of the date of the notice, and a representation that the stockholder will notify the Corporation in writing within five business days after the record date for such meeting of the class or series and number of shares of stock of the Corporation beneficially owned by such stockholder or beneficial owner and by any related person as of the record date for the meeting;

(2) a description (which description shall include, in addition to all other information described in this clause (2), information identifying all parties thereto) of (x) any plans or proposals which such stockholder, beneficial owner, if any, or related person may have with respect to securities of the Corporation that would be required to be disclosed pursuant to Item 4 of Exchange Act Schedule 13D and (y) any agreement, arrangement or understanding with respect to the nomination or other business between or among such stockholder, beneficial owner, if any, or related person and any other person, including, without limitation any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Exchange Act Schedule 13D (in the case of either clause (x) or (y), regardless of whether the requirement to file a Schedule 13D is applicable) and a representation that the stockholder will

notify the Corporation in writing within five business days after the record date for such meeting of any such plans or proposals with respect to securities of the Corporation or any such agreement, arrangement or understanding in effect as of the record date for the meeting;

(3) a description (which description shall include, in addition to all other information described in this clause (3), information identifying all parties thereto) of any agreement, arrangement or understanding (including, without limitation, any option, warrant, forward contract, swap, contract of sale, or other derivative or similar agreement or short positions, profit interests, hedging or pledging transactions, voting rights, dividend rights, and/or borrowed or loaned shares), whether the instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of stock, that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder, beneficial owner, if any, or related person, the effect or intent of which is to mitigate loss, manage risk or benefit from changes in the share price of any class or series of the Corporation's stock or maintain, increase or decrease the voting power of the stockholder, beneficial owner, if any, or related person with respect to securities of the Corporation, and a representation that the stockholder will notify the Corporation in writing within five business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting;

(4) a representation as to whether the stockholder, beneficial owner, if any, related person or any other participant (as defined in Item 4 of Schedule 14A under the Exchange Act) will engage in a solicitation with respect to such nomination or proposal and, if so, whether such solicitation will be conducted as an exempt solicitation under Rule 14a-2(b) of the Exchange Act, the name of each participant in such solicitation and (x) in the case of a proposal of business other than nominations, whether such person or group intends to deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal, (y) in the case of any solicitation that is subject to Rule 14a-19 of the Exchange Act, confirming that such person or group will deliver, through means satisfying each of the conditions that would be applicable to the Corporation under either Exchange Act Rule 14a-16(a) or Exchange Act Rule 14a-16(n), a proxy statement and form of proxy to holders of at least 67% of the voting power of the Corporation's stock entitled to vote generally in the election of directors; and

(5) a representation that promptly after soliciting the holders of the Corporation's stock referred to in the representation required under clause (a)(ii)(D)(4) of this Section 2.10, and in any event no later than the 10th day before such meeting of stockholders, such stockholder or beneficial owner will provide the Corporation with documents, which may take the form of a certified statement and documentation from a proxy solicitor, specifically demonstrating that the necessary steps have been taken to deliver a proxy statement and form of proxy to holders of such percentage of the Corporation's stock.

(iii) Notwithstanding anything in Section 2.10(a)(ii) above or Section 2.10(b) below to the contrary, if the record date for determining the stockholders entitled to vote at any meeting of stockholders is different from the record date for determining the stockholders entitled to notice of the meeting, a stockholder's notice required by this Section 2.10 shall set

forth a representation that the stockholder will notify the Corporation in writing within five business days after the record date for determining the stockholders entitled to vote at the meeting, or by the opening of business on the date of the meeting (whichever is earlier), of the information required under this Section 2.10(a), and such information when provided to the Corporation shall be current as of the record date for determining the stockholders entitled to vote at the meeting.

(iv) This Section 2.10(a) shall not apply to a proposal proposed to be made by a stockholder if the stockholder has notified the Corporation of his or her intention to present the proposal at an annual or special meeting only pursuant to and in compliance with Rule 14a-8 under the Exchange Act and such proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such meeting.

(v) Notwithstanding anything in this Section 2.10(a) to the contrary, in the event that the number of directors to be elected to the Board of Directors at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees proposed by the Board of Directors to be elected at such meeting or specifying the size of the increased Board of Directors made by the Corporation at least 10 days prior to the last day a stockholder may deliver a notice in accordance with Section 2.10(a)(ii) above, a stockholder's notice required by this Section 2.10(a) shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary (or other officer designated by the Board) at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

(b) Special Meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting: (i) by or at the direction of the Board of Directors (or any authorized committee thereof); or (ii) provided that the Board of Directors has determined that one or more directors are to be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 2.10(b) is delivered to the Secretary (or other officer designated by the Board), who is entitled to vote at the meeting and upon such election and who delivers notice thereof in writing setting forth the information required by Section 2.10(a) above and provides the additional information required by Section 2.9 above; or (iii) in the case of a stockholder-requested special meeting, by any stockholder of the Corporation pursuant to Section 2.2. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the notice required by this Section 2.10(b) shall be delivered to the Secretary (or other officer designated by the Board) at the principal executive offices of the Corporation not earlier than the close of business on the 120th day prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or the 10th day following the date on which public announcement of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting is first made by the Corporation. A stockholder's notice given in accordance with this Section 2.10(b) must contain the names of only the nominees for whom such stockholder (or beneficial

owner, if any) intends to solicit proxies. For the avoidance of doubt, the number of nominees a stockholder may nominate for election at the special meeting (or in the case of a stockholder giving the notice on behalf of a beneficial owner, the number of nominees a stockholder may nominate for election at the special meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such special meeting. In no event shall an adjournment, recess or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General.

(i) Except as otherwise required by law, only such persons who are nominated in accordance with the procedures set forth in Section 2.2 or this Section 2.10 shall be eligible to be elected at any meeting of stockholders of the Corporation to serve as directors and only such other business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.10. Notwithstanding any other provision of these Bylaws, a stockholder (and any beneficial owner on whose behalf a nomination is made or other business is proposed, and if such stockholder or beneficial owner is an entity, any related person) shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.10 and Section 2.2, as applicable; provided, however, that any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.10. The Chairperson of the Board, the chairperson of the meeting, or any other person designated by the Board shall determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.10 (including whether a stockholder or beneficial owner provided all information and complied with all representations required under Section 2.9 or this Section 2.10 or complied with the requirements of Rule 14a-19 under the Exchange Act). If any proposed nomination or other business is not in compliance with this Section 2.10, including due to a failure to comply with the requirements of Rule 14a-19 under the Exchange Act, then except as otherwise required by law, the chairperson of the meeting shall declare that such nomination shall be disregarded or such other business shall not be transacted, notwithstanding that proxies and votes in respect of any such nomination or other business may have been received by the Corporation. In furtherance and not by way of limitation of the foregoing provisions of this Section 2.10, unless otherwise required by law, or otherwise determined by the Chairperson of the Board, the chairperson of the meeting or any other person designated by the Board, (A) if the stockholder does not provide the information required under Section 2.9 or Section 2.10 to the Corporation within the time frames specified herein or (B) if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or other business, any such nomination shall be disregarded or such other business shall not be transacted, notwithstanding that proxies and votes in respect of any such nomination or other business may have been received by the Corporation.

(ii) To be considered a qualified representative of a stockholder for purposes of these Bylaws, a person must be a duly authorized officer, manager or partner of such

stockholder or authorized by a writing executed by such stockholder (or a reliable reproduction of the writing) delivered to the Corporation prior to the making of such nomination or proposal at such meeting (and in any event not fewer than five business days before the meeting) stating that such person is authorized to act for such stockholder as proxy at the meeting of stockholders.

(iii) For purposes of this Section 2.10, the “close of business” shall mean 6:00 p.m. local time at the principal executive offices of the Corporation on any calendar day, whether or not the day is a business day, and a “public announcement” shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act. For purposes of clause (a)(ii)(D)(1) of this Section 2.10, shares shall be treated as “beneficially owned” by a person if the person beneficially owns such shares, directly or indirectly, for purposes of Section 13(d) of the Exchange Act and Regulations 13D and 13G thereunder or has or shares pursuant to any agreement, arrangement or understanding (whether or not in writing): (A) the right to acquire such shares (whether such right is exercisable immediately or only after the passage of time or the fulfillment of a condition or both); (B) the right to vote such shares, alone or in concert with others; provided, however, that a person shall not be deemed to beneficially own such shares if the right to vote such shares arises solely from a revocable proxy or consent given to such person in response to a public proxy or consent solicitation made pursuant to and in accordance with applicable rules and regulations promulgated under the Exchange Act; and/or (C) investment power with respect to such shares, including the power to dispose of, or to direct the disposition of, such shares.

(iv) Nothing in this Section 2.10 shall be deemed to affect any rights (A) of stockholders to request inclusion of proposals in the Corporation’s proxy statement pursuant to Rule 14a-8 promulgated under the Exchange Act or (B) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation (including any Preferred Stock Designation).

(v) Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use for solicitation by the Board of Directors.

Section 2.11 Action by Written Consent.

(a) Except as otherwise provided for or fixed pursuant to the Certificate of Incorporation (including any Preferred Stock Designation), any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents, setting forth the action so taken, are signed by the holders of the outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. To be effective, such a consent must be delivered to the Corporation in accordance with Section 228(d) of the DGCL; provided, however, that the Corporation has not designated, and shall not designate, any information processing system for receiving such consents. No consent shall be effective to take the corporate action referred to therein unless consents signed by a sufficient number of holders

to take action are delivered to the Corporation in accordance with this Section 2.11 within 60 days of the first date on which a consent is so delivered to the Corporation. Any person executing a consent may provide, whether through instruction to an agent or otherwise, that such consent shall be effective at a future time, including a time determined upon the happening of an event, occurring not later than 60 days after such instruction is given or such provision is made, if evidence of the instruction or provision is provided to the Corporation. If the person is not a stockholder of record when the consent is executed, the consent shall not be valid unless the person is a stockholder of record as of the record date for determining stockholders entitled to consent to the action. Unless otherwise provided, any such consent shall be revocable prior to its becoming effective.

(b) Prompt notice of the taking of the corporate action without a meeting by less than unanimous consent shall be given to those stockholders who have not consented and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation in accordance with this Section 2.11.

Section 2.12 Inspectors of Election. Before any meeting of stockholders, the Corporation may, and shall if required by law, appoint one or more inspectors of election to act at the meeting and make a written report thereof. Inspectors may be employees of the Corporation. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the chairperson of the meeting may, and shall if required by law, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Inspectors need not be stockholders. No director or nominee for the office of director at an election shall be appointed as an inspector at such election.

Such inspectors shall:

- (a) determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, and the validity of proxies and ballots;
- (b) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors;
- (c) count and tabulate all votes and ballots; and
- (d) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots.

Section 2.13 Meetings by Remote Communications. The Board of Directors may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a)(2) of the DGCL. If authorized by the Board of Directors in its sole discretion, and subject to such

guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication: (a) participate in a meeting of stockholders; and (b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder; (ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.14 Delivery to the Corporation. Whenever this Article II requires one or more persons (including a record or beneficial owner of stock) to deliver a document or information (other than a document authorizing another person to act for a stockholder by proxy at a meeting of stockholders pursuant to Section 212 of the DGCL) to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), the Corporation shall not be required to accept delivery of such document or information unless the document or information is in writing exclusively (and not in an electronic transmission) and delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested. For the avoidance of doubt, the Corporation expressly opts out of Section 116 of the DGCL with respect to the delivery of information and documents (other than a document authorizing another person to act for a stockholder by proxy at a meeting of stockholders pursuant to Section 212 of the DGCL) to the Corporation required by this Article II.

ARTICLE III DIRECTORS

Section 3.1 Powers. Except as otherwise required by the DGCL or as provided in the Certificate of Incorporation (including any Preferred Stock Designation), the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities these Bylaws expressly confer upon it, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, the Certificate of Incorporation (including any Preferred Stock Designation) or these Bylaws required to be exercised or done by the stockholders.

Section 3.2 Number, Term of Office and Election. Except as otherwise provided for or fixed pursuant to the Certificate of Incorporation (including any Preferred Stock Designation), the Board of Directors shall consist of such number of directors as shall be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the total number of directors then authorized. At any meeting of stockholders at which directors are to be elected, each nominee for election as a director in an uncontested election shall be elected if the number of votes cast for the nominee's election exceeds the number of votes cast against the nominee's election. In all director elections other than uncontested elections, the nominees for election as a

director shall be elected by a plurality of the votes cast. For purposes of this Section 3.2, an “uncontested election” means any meeting of stockholders at which the number of candidates does not exceed the number of directors to be elected and with respect to which: (a) no stockholder has submitted notice of an intent to nominate a candidate for election at such meeting in accordance with Section 2.2 or Section 2.10; or (b) such a notice has been submitted, and on or before the fifth business day prior to the date that the Corporation files its definitive proxy statement relating to such meeting with the Securities and Exchange Commission (regardless of whether thereafter revised or supplemented), the notice has been: (i) withdrawn in writing to the Secretary; (ii) determined not to be a valid notice of nomination, with such determination to be made by the Board of Directors (or a committee thereof) pursuant to Section 2.10, or if challenged in court, by a final court order; or (iii) determined by the Board of Directors (or a committee thereof) not to create a *bona fide* election contest.

Each director shall hold office until the next election of directors and until his or her successor shall have been duly elected and qualified. Directors need not be stockholders unless so required by the Certificate of Incorporation (including any Preferred Stock Designation) or these Bylaws, wherein other qualifications for directors may be prescribed.

Section 3.3 Vacancies and Newly Created Directorships. Subject to the rights of the holders of any outstanding series of Preferred Stock, and unless otherwise required by law, newly created directorships resulting from any increase in the authorized number of directors and any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum, or by the sole remaining director, and any director so chosen shall hold office until the next election of directors and until his or her successor shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

Section 3.4 Resignations and Removal.

(a) Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairperson of the Board or the Secretary. Such resignation shall take effect upon delivery, unless the resignation specifies a later effective date or time or an effective date or time determined upon the happening of an event or events. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Directors of the Corporation may only be removed from office in the manner provided in and to the extent permitted in the Certificate of Incorporation.

Section 3.5 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place or places, within or without the State of Delaware, on such date or dates and at such time or times, as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 3.6 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairperson of the Board, the Chief

Executive Officer (if separate) or a majority of the directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix the place, within or without the State of Delaware, date and time of such meetings. Notice of each such meeting shall be given to each director, if by mail, addressed to such director at his or her residence or usual place of business, at least five days before the day on which such meeting is to be held, or shall be sent to such director by electronic transmission, or be delivered personally or by telephone, in each case at least 24 hours prior to the time set for such meeting. A notice of special meeting need not state the purpose of such meeting, and, unless indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 3.7 Remote Participation in Meetings. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

Section 3.8 Quorum and Voting. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, a majority of the of the total number of directors then authorized shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the vote of a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the Board of Directors. The chairperson of the meeting or a majority of the directors present may adjourn the meeting to another time and place whether or not a quorum is present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 3.9 Board of Directors Action by Written Consent Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting, provided that all members of the Board of Directors or committee, as the case may be, consent in writing or by electronic transmission to such action. After an action is taken, the consent or consents relating thereto shall be filed with the minutes or proceedings of the Board of Directors or committee in the same paper or electronic form as the minutes are maintained. Any person (whether or not then a director) may provide, whether through instruction to an agent or otherwise, that a consent to action shall be effective at a future time (including a time determined upon the happening of an event), no later than 60 days after such instruction is given or such provision is made and such consent shall be deemed to have been given at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective.

Section 3.10 Chairperson of the Board. The Chairperson of the Board shall be appointed by a majority of the directors then in office, shall preside at meetings of stockholders in accordance with Section 2.4(a) above and at meetings of directors and shall perform such other duties as the Board of Directors may from time to time determine. If the Chairperson of the Board is not present at a meeting of the Board of Directors, the Chief Executive Officer (if separate and serving as a director) or another director chosen by or in the manner provided by the Board of Directors shall preside.

Section 3.11 Rules and Regulations. The Board of Directors may adopt such rules and regulations not inconsistent with the provisions of law, the Certificate of Incorporation, these Bylaws for the conduct of its meetings and management of the affairs of the Corporation as the Board of Directors shall deem proper.

Section 3.12 Fees and Compensation of Directors. Unless otherwise restricted by the Certificate of Incorporation, directors may receive such compensation, if any, for their services on the Board of Directors and its committees, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors.

ARTICLE IV COMMITTEES

Section 4.1 Committees of the Board of Directors. The Board of Directors may designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by law and provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval; or (b) adopting, amending or repealing any bylaw of the Corporation. All committees of the Board of Directors shall keep minutes of their meetings and shall report their proceedings to the Board of Directors when requested or required by the Board of Directors.

Section 4.2 Meetings and Action of Committees. Unless the Board of Directors provides otherwise by resolution, any committee of the Board of Directors may adopt, alter and repeal such rules and regulations not inconsistent with the provisions of law, the Certificate of Incorporation or these Bylaws for the conduct of its meetings as such committee may deem proper. A majority of the directors then serving on a committee shall constitute a quorum for the transaction of business by the committee except as otherwise required by law, the Certificate of Incorporation or these Bylaws and except as otherwise provided in a resolution of the Board of Directors; provided, however, that in no case shall a quorum be less than one-third of the directors then serving on the committee. Unless the Certificate of Incorporation, these Bylaws or a resolution of the Board of Directors requires a greater number, the vote of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE V OFFICERS

Section 5.1 Officers. The officers of the Corporation shall include a Chief Executive Officer and a Secretary, who shall be elected by the Board of Directors. The Corporation may have such other officers as the Board of Directors or the Chief Executive Officer or another authorized officer may determine and appoint from time to time. Officers shall have such authority, functions or duties as set forth in these Bylaws or as determined by the Board of Directors or the Chief Executive Officer or another authorized officer. To the extent not so set forth or determined, each such officer shall have such authority, functions or duties as those that generally pertain to their respective offices, subject to the control of the Board of Directors. Each officer shall hold office until such person's successor shall have been duly elected and qualified, or until such person's earlier death, disqualification, resignation or removal. Any number of offices may be held by the same person; provided, however, that no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Certificate of Incorporation or these Bylaws to be executed, acknowledged or verified by two or more officers. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties. The Board of Directors may determine to leave any office vacant.

Section 5.2 Additional Positions and Titles. The Corporation may have assistants to officers, with such powers and duties as the Board of Directors, or the Chief Executive Officer or another authorized officer, may from time to time determine. Any officer or employee may be assigned any additional title, with such powers and duties, as the Board of Directors or an authorized officer may from time to time determine. Any persons appointed as assistant officers, and any persons upon whom such titles are conferred, shall not be deemed officers of the Corporation unless appointed by the Board of Directors or the Chief Executive Officer pursuant to Section 5.1.

Section 5.3 Compensation. The salaries of the officers of the Corporation and the manner and time of the payment of such salaries shall be fixed and determined by the Board of Directors or by a duly authorized officer and may be altered by the Board of Directors from time to time as it deems appropriate, subject to the rights, if any, of such officers under any contract of employment.

Section 5.4 Removal, Resignation and Vacancies. Any officer of the Corporation may be removed, with or without cause, by the Board of Directors or by a duly authorized officer, without prejudice to the rights, if any, of such officer under any contract to which he or she is a party. Any officer may resign at any time upon notice given in writing or by electronic transmission to the Corporation, without prejudice to the rights, if any, of the Corporation under any contract to which such officer is a party. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors or in accordance with Section 5.1 or Section 5.2, as applicable, by the Chief Executive Officer or another authorized officer or such office may be left vacant.

Section 5.5 Chief Executive Officer. The Chief Executive Officer shall have general supervision and direction of the business and affairs of the Corporation, shall be responsible for

corporate policy and strategy, and shall report directly to the Board of Directors. Unless otherwise provided in these Bylaws or determined by the Board of Directors, all other officers of the Corporation shall report directly to the Chief Executive Officer or as otherwise determined by the Chief Executive Officer.

Section 5.6 Secretary. The powers and duties of the Secretary shall include acting as Secretary at all meetings of the Board of Directors, of the committees of the Board of Directors and of the stockholders, and performing all other duties incident to the office of Secretary. The Secretary shall perform such other duties as the Board of Directors, the Chief Executive Officer or another authorized officer may from time to time determine. In the absence or disability of Secretary, the Assistant Secretary (if any) or another person appointed by the Board shall fill the role of Secretary.

Section 5.7 Checks; Drafts; Evidences of Indebtedness. From time to time, the Board of Directors shall determine the method, and designate (or authorize officers of the Corporation to designate) the person or persons who shall have authority, to sign or endorse all checks, drafts, other orders for payment of money and notes, bonds, debentures or other evidences of indebtedness that are issued in the name of or payable by the Corporation, and only the persons so authorized shall sign or endorse such instruments.

Section 5.8 Corporate Contracts and Instruments; How Executed. Except as otherwise provided in these Bylaws, the Board of Directors may determine the method, and designate (or authorize officers of the Corporation to designate) the person or persons who shall have authority to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized, or within the power incident to a person's office or other position with the Corporation, no person shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 5.9 Action with Respect to Securities of Other Corporations or Entities. The Chief Executive Officer, or any other person or persons the Board of Directors or the Chief Executive Officer has delegated such authority, is authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares or other equity interests of any other corporation or entity or corporations or entities, standing in the name of the Corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

Section 5.10 Delegation. The Board of Directors or an authorized officer may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding the foregoing provisions of this Article V.

ARTICLE VI
INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 6.1 Right to Indemnification.

(a) Each person who was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative or legislative hearing, or any other threatened, pending or completed proceeding, whether brought by or in the right of the Corporation or otherwise, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative or other nature (hereinafter a “proceeding”), by reason of the fact that he or she is or was a director or an officer of the Corporation or while a director or an officer of the Corporation is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), or by reason of anything done or not done by him or her in any such capacity, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes, penalties and amounts paid in settlement by or on behalf of the indemnitee) actually and reasonably incurred by such indemnitee in connection therewith, all on the terms and conditions set forth in these Bylaws; provided, however, that, except as otherwise required by law or provided in Section 6.4 with respect to suits to enforce rights under this Article VI, the Corporation shall indemnify any such indemnitee in connection with a proceeding, or part thereof, voluntarily initiated by such indemnitee (including claims and counterclaims, whether such counterclaims are asserted by such indemnitee or the Corporation in a proceeding initiated by such indemnitee) only if such proceeding, or part thereof, was authorized or ratified by the Board of Directors or the Board of Directors otherwise determines that indemnification or advancement of expenses is appropriate.

(b) To receive indemnification under this Article VI, an indemnitee shall submit a written request to the Secretary (or other officer designated by the Board) of the Corporation. Such request shall include documentation or information that is necessary to determine the entitlement of the indemnitee to indemnification and that is reasonably available to the indemnitee. Upon receipt by the Secretary (or other officer designated by the Board) of the Corporation of such a written request, unless indemnification is required by Section 6.3, the entitlement of the indemnitee to indemnification shall be determined by the following person or persons who shall be empowered to make such determination, as selected by the Board of Directors (except with respect to clause (v) of this Section 6.1(b)): (i) the Board of Directors by a majority vote of the directors who are not parties to such proceeding, whether or not such majority constitutes a quorum; (ii) a committee of such directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum; (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the indemnitee; (iv) the stockholders of the Corporation; or (v) in the event that a change of control (as defined below) has occurred, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the indemnitee. The determination of entitlement to indemnification shall be made and, unless a contrary determination is made, such indemnification shall be paid in full by the

Corporation not later than 60 days after receipt by the Secretary (or other officer designated by the Board) of the Corporation of a written request for indemnification. For purposes of this Section 6.1(b), a “change of control” will be deemed to have occurred if, with respect to any particular 24-month period, the individuals who, at the beginning of such 24-month period, constituted the Board of Directors (the “incumbent board”), cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that any individual becoming a director subsequent to the beginning of such 24-month period whose election, or nomination for election by the stockholders of the Corporation, was approved by a vote of at least a majority of the directors then comprising the incumbent board shall be considered as though such individual were a member of the incumbent board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors.

(c) Any reference to an officer of the Corporation in this Article VI shall be deemed to refer exclusively to the Chief Executive Officer, the Secretary and any officer of the Corporation appointed by the Board of Directors pursuant to Section 5.1 or otherwise specifically appointed as “officer” for purposes of these Bylaws pursuant to the delegated authority under Section 5.10, and any reference to an officer of any other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors or equivalent governing body of such other enterprise pursuant to the certificate of incorporation and bylaws (or equivalent organizational documents) of such other enterprise. The fact that any person who is or was an employee of the Corporation or an employee of any other enterprise has been given or has used the title of “Vice President” or any other title that could be construed to suggest or imply that such person is or may be an officer of the Corporation or of such other enterprise shall not, by itself, result in such person being constituted as, or being deemed to be, an officer of the Corporation or of such other enterprise for purposes of this Article VI.

Section 6.2 Right to Advancement of Expenses.

(a) In addition to the right to indemnification conferred in Section 6.1, an indemnitee shall, to the fullest extent permitted by law, also have the right to be paid by the Corporation the expenses (including attorneys’ fees) incurred in defending any proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that an advancement of expenses shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article VI or otherwise.

(b) To receive an advancement of expenses under this Section 6.2, an indemnitee shall submit a written request to the Secretary of the Corporation. Such request shall reasonably evidence the expenses incurred by the indemnitee and shall include or be accompanied by the undertaking required by Section 6.2(a). Each such advancement of expenses shall be made within 20 days after the receipt by the Secretary of the Corporation of a written request for advancement of expenses.

(c) Notwithstanding the foregoing Section 6.2(a), the Corporation shall not make or continue to make advancements of expenses to an indemnitee if a determination is reasonably made that the facts known at the time such determination is made demonstrate clearly and convincingly that the indemnitee acted in bad faith or in a manner that the indemnitee did not reasonably believe to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal proceeding, that the indemnitee had reasonable cause to believe his or her conduct was unlawful. Such determination shall be made: (i) by the Board of Directors by a majority vote of directors who are not parties to such proceeding, whether or not such majority constitutes a quorum; (ii) by a committee of such directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum; or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the indemnitee.

Section 6.3 Indemnification for Successful Defense. Notwithstanding anything to the contrary, to the extent that an indemnitee has been successful on the merits or otherwise in defense of any proceeding (or in defense of any claim, issue or matter therein), such indemnitee shall be indemnified under this Section 6.3 against expenses (including attorneys' fees) actually and reasonably incurred in connection with such defense. Indemnification under this Section 6.3 shall not be subject to satisfaction of a standard of conduct, and the Corporation may not assert the failure to satisfy a standard of conduct as a basis to deny indemnification or recover amounts advanced, including in a suit brought pursuant to Section 6.4 (notwithstanding anything to the contrary therein).

Section 6.4 Right of Indemnitee to Bring Suit. If a request for indemnification under Section 6.1 or Section 6.3 is not paid in full by the Corporation within 60 days, or if a request for an advancement of expenses under Section 6.2 is not paid in full by the Corporation within 20 days, after a written request has been received by the Secretary (or other officer designated by the Board), the indemnitee may at any time thereafter bring suit against the Corporation in a court of competent jurisdiction in the State of Delaware seeking an adjudication of entitlement to such indemnification or advancement of expenses. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit to the fullest extent permitted by law. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met any applicable standard of conduct for indemnification set forth in Section 145(a) or Section 145(b) of the DGCL. Further, in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met any applicable standard of conduct for indemnification set forth in Section 145(a) or Section 145(b) of the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met such applicable standard of conduct, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct,

shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under applicable law, this Article VI or otherwise shall be on the Corporation.

Section 6.5 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under any law, agreement, vote of stockholders or disinterested directors, provisions of a certificate of incorporation or bylaws, or otherwise.

Section 6.6 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 6.7 Indemnification of Employees and Agents of the Corporation; Services at Subsidiaries. The Corporation may, to the extent and in the manner permitted by law, and to the extent authorized from time to time, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation. Any person serving as a director or officer of a subsidiary of the Corporation shall be entitled to the rights to indemnification conferred in this Article VI, and to the advancement of expenses, as defined in Section 6.2, with respect to his or her service at such subsidiary; provided, however, that the advancement of expenses to any person who is not an indemnitee as defined in Section 6.1(a) shall be at the discretion of the Corporation. Any director or officer of a subsidiary is deemed to be serving such subsidiary at the request of the Corporation, and the Corporation is deemed to be requesting such service. This Article VI shall, to the fullest extent permitted by law, supersede any conflicting provisions contained in the corporate governance documents of any other subsidiary of the Corporation. In addition, the Corporation may, to the extent and in the manner permitted by law, and to the extent authorized from time to time, grant rights to indemnification and to the advancement of expenses to individuals with respect to their service as an employee or agent of subsidiaries of the Corporation.

Section 6.8 Nature of Rights. The rights conferred upon indemnitees in this Article VI shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VI that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

Section 6.9 Settlement of Claims. Notwithstanding anything in this Article VI to the contrary, the Corporation shall not be liable to indemnify any indemnitee under this Article VI

for any amounts paid in settlement of any proceeding effected without the Corporation's written consent, which consent shall not be unreasonably withheld.

Section 6.10 Subrogation. In the event of payment under this Article VI, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee (excluding insurance obtained on the indemnitee's own behalf), and the indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

Section 6.11 Severability. If any provision or provisions of this Article VI shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law: (a) the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article VI (including, without limitation, all portions of any paragraph of this Article VI containing any such provision held to be invalid, illegal or unenforceable, that are not by themselves invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article VI (including, without limitation, all portions of any paragraph of this Article VI containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent of the parties that the Corporation provide protection to the indemnitee to the fullest extent set forth in this Article VI.

ARTICLE VII CAPITAL STOCK

Section 7.1 Certificates of Stock. The shares of the Corporation may be certificated or uncertificated. Any certificates shall be in such form as shall be determined by the Board of Directors, and shall be numbered and entered in the books of the Corporation as they are issued. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by any two authorized officers of the Corporation, including, without limitation, the Chief Executive Officer or the Secretary, or the President, the Chief Financial Officer, the Treasurer, the Controller, or an Assistant Treasurer or Assistant Secretary, if any, certifying the number of shares owned by such holder in the Corporation. Any or all such signatures may be facsimiles or otherwise electronic signatures. In case any officer, transfer agent or registrar who has signed or whose facsimile or otherwise electronic signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 7.2 Special Designation on Certificates. If the Corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock; provided,

however, that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the registered owner thereof shall be given a notice, in writing or by electronic transmission, containing the information required to be set forth or stated on certificates pursuant to this Section 7.2 or Section 151, 156, 202(a) or 218(a) of the DGCL or with respect to this Section 7.2 and Section 151 of the DGCL a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

Section 7.3 Transfers of Stock. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation upon authorization by the registered holder thereof or by such holder's attorney thereunto authorized by a power of attorney duly executed and filed with the Secretary (or other officer designated by the Board) or a transfer agent for such stock, and if such shares are represented by a certificate, upon surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of any taxes thereon; provided, however, that the Corporation shall be entitled to recognize and enforce any lawful restriction on transfer. Transfers may also be made in any manner authorized by the Corporation (or its authorized transfer agent) and permitted by Section 224 of the DGCL.

Section 7.4 Lost Certificates. The Corporation may issue a new share certificate or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate or the owner's legal representative to give the Corporation a bond (or other adequate security) sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares. The Board of Directors may adopt such other provisions and restrictions with reference to lost certificates, not inconsistent with applicable law, as it shall in its discretion deem appropriate.

Section 7.5 Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 7.6 Record Date for Determining Stockholders.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjourned meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business (as defined in Section 2.10(c)(iii) above) on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjourned meeting; provided, however, that the Board of Directors may fix a new record date for the determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Certificate of Incorporation (including any Preferred Stock Designation), in order that the Corporation may determine the stockholders entitled to express consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to express consent to corporate action without a meeting, when no prior action of the Board of Directors is required by law, shall be the first date on which a signed consent setting forth the action taken or proposed to be taken was delivered to the Corporation in accordance with Section 2.11. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to express consent to corporate action without a meeting, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 7.7 Regulations. To the extent permitted by applicable law, the Board of Directors may make such additional rules and regulations as it may deem expedient concerning the issue, transfer and registration of shares of stock of the Corporation.

Section 7.8 Waiver of Notice. Whenever notice is required to be given under any provision of the DGCL or the Certificate of Incorporation or these Bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, the Board of Directors or a committee of the Board of Directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Certificate of Incorporation or these Bylaws.

ARTICLE VIII GENERAL MATTERS

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of December of the same year, or shall extend for such other 12 consecutive months as the Board of Directors may designate.

Section 8.2 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary (or other officer designated by the Board). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer, if any.

Section 8.3 Reliance upon Books, Reports and Records. Each director and each member of any committee designated by the Board of Directors shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 8.4 Subject to Law and Certificate of Incorporation. All powers, duties and responsibilities provided for in these Bylaws, whether or not explicitly so qualified, are qualified by the Certificate of Incorporation (including any Preferred Stock Designation) and applicable law.

Section 8.5 Electronic Signatures, etc. Except as otherwise required by the Certificate of Incorporation (including as otherwise required by any Preferred Stock Designation) or these Bylaws (including, without limitation, as otherwise required by Section 2.14), any document, including, without limitation, any consent, agreement, certificate or instrument, required by the

DGCL, the Certificate of Incorporation (including any Preferred Stock Designation) or these Bylaws to be executed by any officer, director, stockholder, employee or agent of the Corporation may be executed using a facsimile or other form of electronic signature to the fullest extent permitted by applicable law. All other contracts, agreements, certificates or instruments to be executed on behalf of the Corporation may be executed using a facsimile or other form of electronic signature to the fullest extent permitted by applicable law. The terms “electronic mail,” “electronic mail address,” “electronic signature” and “electronic transmission” as used herein shall have the meanings ascribed thereto in the DGCL.

ARTICLE IX FORUM FOR ADJUDICATION OF DISPUTES

Section 9.1 Forum. Unless the Corporation, in writing, selects or consents to the selection of an alternative forum: (a) the sole and exclusive forum for any complaint asserting any internal corporate claims (as defined below), to the fullest extent permitted by law, and subject to applicable jurisdictional requirements, shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have, or declines to accept, jurisdiction, another state court or a federal court located within the State of Delaware); and (b) the sole and exclusive forum for any complaint asserting a cause of action arising under the Securities Act of 1933, to the fullest extent permitted by law, shall be the federal district courts of the United States of America. For purposes of this Article IX, “internal corporate claims” means claims, including claims in the right of the Corporation: (a) that are based upon a violation of a duty by a current or former director, officer, employee or stockholder in such capacity, or (b) as to which the DGCL confers jurisdiction upon the Court of Chancery. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article IX.

Section 9.2 Enforceability. If any provision of this Article IX shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article IX (including, without limitation, each portion of any sentence of this Article IX containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

ARTICLE X AMENDMENTS

Section 10.1 Amendments. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal these Bylaws. Except as otherwise provided in the Certificate of Incorporation (including the terms of any Preferred Stock Designation that require an additional vote) or these Bylaws, the affirmative vote of at least a majority of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal, or adopt any provision inconsistent with, any provision of these Bylaws;

provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

The foregoing Amended and Restated Bylaws were adopted by the Board of Directors on [●].

Exhibit 13

Rejection Schedule

Debtor(s)	Contract Counterparty(s)	Contract/Lease Description
PALADIN LABS INC.	PURANOX TRADING B.V.	DISTRIBUTION AND LICENSE AGREEMENT
PALADIN LABS INC.	MERICON INVESTMENT GROUP, INC.	LICENSE AGREEMENT
PAR PHARMACEUTICAL, INC.	JAZZ PHARMACEUTICALS, INC., JAZZ PHARMACEUTICALS IRELAND LIMITED	SETTLEMENT AGREEMENT DATED JANUARY 9, 2018
PAR PHARMACEUTICAL, INC.	JAZZ PHARMACEUTICALS, INC., JAZZ PHARMACEUTICALS IRELAND LIMITED	LICENSE AGREEMENT DATED JANUARY 9, 2018
PAR PHARMACEUTICAL, INC.	JAZZ PHARMACEUTICALS, INC., JAZZ PHARMACEUTICALS IRELAND LIMITED	AUTHORIZED GENERIC AGREEMENT DATED JANUARY 9, 2018

Exhibit 14

Schedule of Retained Causes of Action

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

SCHEDULE OF RETAINED CAUSES OF ACTION¹

As set forth in Section 5.13 of the Plan, in accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Section 5.20 of the Plan and the GUC Trust Documents, (a) the Post-Emergence Entities shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action, whether arising before or after the Petition Date, and the Post-Emergence Entities' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, and the Post-Emergence Entities may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Post-Emergence Entities, subject to the payment of any amounts recovered by the Remaining Debtors to the Purchaser Entities pursuant to the PSA; (b) following the Effective Date, the Purchaser Entities shall retain and may enforce all rights to commence, prosecute, and/or settle any and all Causes of Action acquired pursuant to the Plan and/or the PSA; and (c) following the Effective Date, the GUC Trust shall retain and may enforce all rights to commence, pursue, and settle, as appropriate, any and all GUC Trust Litigation Claims, subject to, solely with respect to Claims and Causes of Action brought against any Excluded D&O Party, the Covenant Not To Collect. **No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Post-Emergence Entities, or the GUC Trust, as applicable, will not pursue any and all available Causes of Action against them.**

Except with respect to Causes of Action against any Person which Person was released by the Debtors or the Post-Emergence Entities on or before the Effective Date (including pursuant to the Plan), the applicable Post-Emergence Entities expressly reserve all rights to prosecute any and all Retained Causes of Action against any Person, except as otherwise expressly provided in the Plan.

The GUC Trust expressly reserves all rights to prosecute any and all GUC Trust Litigation Claims in accordance with and to the extent provided in the GUC Trust Documents and subject to the Covenant Not To Collect.

Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, transferred (including to the GUC Trust), or settled in the Plan or a Final Order of the Bankruptcy Court, (i) the Post-Emergence Entities expressly reserve all Causes of Action for later adjudication; and (ii) the GUC Trust expressly reserves all GUC Trust Litigation Claims for later adjudication, and therefore, in each case, no preclusion doctrine, including the doctrines of res judicata, collateral

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the [•] *Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (the "Plan").

estoppel, issue preclusion, Claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or consummation of the Plan.

Notwithstanding, and without limiting the generality of, Section 5.20 of the Plan, the following Exhibits 14-1 through 14-11 disclose categories of Causes of Action that are expressly retained by the Post-Emergence Entities and/or the GUC Trust, including: (i) claims related to intellectual property; (ii) claims related to accounts receivable and accounts payable; (iii) claims related to deposits, adequate assurance postings, and other collateral postings; (iv) claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation; (v) claims related to contracts and leases, including for setoff; (vi) claims related to vendor and/or customer obligations; (vii) claims related to tax credits and refunds; (viii) claims related to Liens; (ix) claims related to insurance policies; (x) claims related to current or former employee matters, and (xi) claims related to potential preferential, fraudulent, or other avoidable transfers. Each such exhibit is subject to the terms of the Plan.

In addition, the Post Emergence Entities and/or the GUC Trust, as applicable, expressly preserve all claims or Causes of Action identified on this Exhibit 14-1, to the extent set forth in the Plan, against the following Entities:

- The TPG Parties
- The Insurance Advisor Parties
- The Additional Advisor Excluded Parties
- The Additional Third-Party Excluded Parties
- The Excluded D&O Parties (subject to the Covenant Not To Collect)
- The Excluded Parties
- Insurers under the GUC Trust D&O Insurance Policies
- Insurers under the GUC Trust Insurance Policies

The Debtors expressly reserve the right to alter, amend, remove, augment, supplement, or otherwise modify this Schedule of Retained Causes of Action and any exhibits and schedules thereto at any time in accordance with the terms of the Plan and the GUC Trust Documents.

Exhibit 14-1

Claims Related to Intellectual Property

Unless otherwise released by the Plan or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all Causes of Action for unfair competition, licensing or licensing agreements, interference with contract or potential business advantage, conversion, claims concerning infringement, validity, enforceability, or ownership of intellectual property, or other business tort claims, whether arising before or after the Petition Date. Nothing in the Plan or the Plan Supplement shall impair, enlarge, or in any way alter the equitable and legal rights, obligations, and defenses of the Debtors, the Post-Emergence Entities and/or the GUC Trust, as applicable, or any of their respective affiliates or subsidiaries regarding their intellectual property rights, and all rights with respect thereto are expressly retained.

Notwithstanding the foregoing, any action or inaction by the Debtors, the Post-Emergence Entities and/or the GUC Trust, as applicable, or any of their respective affiliates or subsidiaries with respect to intellectual property rights, shall not be used, invoked, or applied by any Person or Entity in any proceeding to serve as the basis to enlarge, diminish, or in any way alter or affect equitable and legal rights, obligations, and defenses including, without limitation, through the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, other estoppels (judicial, equitable, or otherwise), naked license, unreasonable delay in asserting rights, adequate remedy at law, or laches, in any dispute regarding the intellectual property rights of the Debtors, the Post-Emergence Entities and/or the GUC Trust, as applicable, or any of their respective affiliates or subsidiaries.

Without prejudice or limitation of the foregoing, the Debtors specifically note that any and all claims or Causes of Action that they hold against the specific Persons or Entities listed in the “Patent Matters” section of Debtor Endo International plc’s Form 10-Q, dated November 6, 2023, and section 3.8(a)(8) of the disclosure letter delivered to the Purchaser Entities with the PSA (the “PSA Disclosure Letter”) are also expressly preserved for the Post-Emergence Entities and/or the GUC Trust, as applicable. Without limiting the generality of the foregoing, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly reserve all Causes of Action against the Entities identified on **Schedule A** annexed hereto.

For the avoidance of doubt, no Person or Entity may rely on its omission from this Exhibit as any indication that the Post-Emergence Entities and/or the GUC Trust, as applicable, will not pursue any and all available Causes of Action against them.

Schedule A

Cipla Ltd
Cipla USA, INC.
Nexus Pharmaceuticals, Inc.
BPI Labs, LLC
Belcher Pharmaceuticals, LLC
Zydus Pharmaceuticals (USA) Inc.
Zydus Lifesciences Ltd.
Mankind Pharma Limited
Alkem Laboratories Ltd.
Long Grove Pharmaceuticals, LLC

Exhibit 14-2

Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all Causes of Action against or related to all Persons or Entities that owe, or that may in the future owe, money to the Debtors, the Post-Emergence Entities, and/or the GUC Trust, as applicable, including, but not limited to, any claims for contribution, setoff, recoupment, or indemnification, regardless of whether such Person or Entity is listed herein or in the Plan, any proof of claim, and/or in any Bankruptcy Court filing, whether arising before or after the Petition Date. Further, each Part 3 of each Debtors' Schedule A/B of the Schedules filed in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this Exhibit 14-2 as if fully set forth herein.

Exhibit 14-3

Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

Unless otherwise released by the Plan or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit or collateral is listed herein or in the Plan, any proof of claim, and/or in any Bankruptcy Court filing, whether arising before or after the Petition Date.² Exhibits 1-2 to the order approving the Debtors' Utility Motion is hereby incorporated by reference in this exhibit as if fully set forth herein. Each Part 2 of each Debtors' Schedule A/B of the Schedules filed in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this Exhibit 14-3 as if fully set forth herein.

² For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the order entered pursuant to the *Motion of the Debtors for Entry of Interim and Final Orders (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Deeming Utilities Adequately Assured of Future Performance; and (III) Establishing Procedures for Determining Requests for Additional Adequate Assurance* (the "**Utility Motion**") [Docket Nos. 5, 369] or otherwise provided as "adequate assurance of payment" (as that term is used by section 366 of the Bankruptcy Code).

Exhibit 14-4

**Claims, Defenses, Cross-Claims, and
Counter-Claims Related to Litigation and Possible Litigation**

Unless otherwise released by the Plan or a Final Order of the Bankruptcy Court, the Post Emergence Entities and/or the GUC Trust, as applicable, expressly retain all Causes of Action, claims, defenses, cross claims, setoffs, and counterclaims against or related to all Persons or Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such litigation is listed herein or in the Plan, any proof of Claim, and/or in any Bankruptcy Court filing, whether arising before or after the Petition Date. Each of the following is hereby incorporated by reference in this Exhibit 14-4 as if fully set forth herein: (i) each Part 11 of each Debtors' Schedule A/B of the Schedules filed in these Chapter 11 Cases, as may be amended from time to time, (ii) each Debtors' Schedule E/F of the Schedules filed in these Chapter 11 Cases, (iii) each Part 3 of each Debtors' Statement of Financial Affairs filed in these Chapter 11 Cases, (iv) the section titled "Patent Matters" in Debtor Endo International plc's Form 10-Q dated November 6, 2023 (each of the parties against whom such claims were asserted, the "Patent Defendants"), (v) each Part 7 of each Debtors' Statement of Financial Affairs filed in these Chapter 11 Cases, as may be amended from time to time, and (vi) section 3.8 of the PSA Disclosure Letter.

Without prejudice or limitation of the foregoing, the Debtors specifically note that any and all claims or Causes of Action that they hold against the following specific Persons or Entities listed below are also expressly preserved for the Post-Emergence Entities and/or the GUC Trust, as applicable. For the avoidance of doubt, inclusion in the below list and on this Exhibit 14-4 should not be interpreted to mean that the Persons or Entities listed below committed misconduct or are accused of any wrongdoing.

1. Except any Person or Entity that is a Released Party pursuant to the Plan, any Person or Entity identified in the Schedules and/or Statements of Financial Affairs filed by each Debtor in these Chapter 11 Cases (including any exhibits and amendments thereto), the current and former employees, officers, directors, trustees, members, partners, subsidiaries or owners thereof, and any Person or Entity in which any Person or Entity identified in the Schedules and/or Statements of Financial Affairs filed by each Debtor in these Chapter 11 Cases (including any exhibits and amendments thereto) has, or had, an interest of any kind, for claims and Causes of Action that may include, but are not limited to, avoidance and recovery of preferential or fraudulent transfers, equitable subordination, contractual clawback, setoff, recoupment, and disallowance.
2. GUC Trust Litigation Claims, including, for the avoidance of doubt, all claims or Causes of Action identified on this Exhibit 14-4, to the extent set forth in the Plan, against the following Entities:

- The TPG Parties
- The Insurance Advisor Parties
- The Excluded D&O Parties
- The Excluded Parties
- Insurers under the GUC Trust D&O Insurance Policies
- Insurers under the GUC Trust Insurance Policies

For the avoidance of doubt, these claims and Causes of Action shall include but are not limited to breach of fiduciary duty claims, claims for recovery of past costs, Red Flags claims, Massey claims, indemnification claims, aiding and abetting breach of fiduciary duty claims, constructive fraudulent conveyance claims, actual fraudulent transfer claims, contractual fraud claims, breach of contract claims, failure to notice claims or failure to batch claims.

3. Defendants in GUC Trust Litigation Claims.

4. The “Patent Defendants”.

Without limiting the generality of the foregoing, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly reserve all Causes of Action against all Entities that are identified, or are parties to any of the litigations or proceedings that are identified on **Schedule B** annexed hereto.

For the avoidance of doubt, no Person or Entity may rely on its omission from this Exhibit as any indication that the Post-Emergence Entities and/or the GUC Trust, as applicable, will not pursue any and all available Causes of Action against them. The Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

Schedule B

Description / Name	Jurisdiction / Case No.	Proceeding Type
California AG Investigation	California AG's Office (acting on behalf of multistate group)	Subpoena
Indiana AG Investigation	Indiana AG's Office	Civil Investigative Demand
Maryland AG Investigation	Maryland AG's Office	Subpoena
Ohio AG Investigation	Ohio AG's Office	Subpoena
South Carolina AG Investigation	South Carolina AG's Office	Civil Investigative Demand
Texas AG Investigation	Texas AG's Office	Civil Investigative Demand
Washington AG Investigation	Wash. AG's Office	Civil Investigative Demand
MSP Recovery Claim Series LLC, et al. v. American Medical Systems, LLC, f/k/a American Medical Systems, Inc., American Medical Systems Holdings Inc., Endo Pharmaceuticals, Inc., Endo Health Solutions Inc., f/k/a Endo Pharmaceuticals Holdings, Inc.	Circuit Court, Miami-Dade County, Fla., No. 2018-030982-CA-21	Medicare Payer Complaint for Pure Bill of Discovery
MDL Master Personal Injury Complaint	U.S. District Court, S.D. Fla., No. 9:20-md-02924-RLR; various appeals pending in Eleventh Circuit	Lawsuit
State of Louisiana v. Purdue Pharma, L.P., et al.	19th Judicial Circuit, Parish of East Baton Rouge, La., No. 661638	Lawsuit
State of Alabama v. Purdue Pharma L.P., et al.	Circuit Court, Montgomery County, Ala., No. CV-2019-901174	Lawsuit
People of the State of California (through Santa Clara, Orange, and Los Angeles Counties and the City of Oakland) v. Purdue Pharma L.P., et al.	Superior Court, Orange County, Cal., No. 30-2014-00725287-CT-BT-CXC	Lawsuit
State of West Virginia v. Endo Health Solutions Inc., et al.	Circuit Court, Kanawha County, W. Va., No. 19-C-151	Lawsuit
State of Ohio v. Actavis LLC, et al.	Court of Common Pleas, Ross County, Ohio, No. 17 CI 261	Lawsuit
State of Arkansas v. Purdue Pharma L.P., et al.	Circuit Court, Pulaski County, Ark., No. 60CV-18-2018	Lawsuit
State of Mississippi v. Actavis LLC, et al.	1st Judicial District, Chancery Court, Hinds County, Miss., Nos. G. 2015-1814 and 25CH1:15-cv-0001814	Lawsuit
State of New Mexico v. Purdue Pharma L.P., et al.	First Judicial District, County of Santa Fe, New Mex., No. D-101-CV-2017-02541	Lawsuit
City and County of San Francisco v. Purdue Pharma, L.P., et al.	U.S. District Court, N.D. Cal., No. 3:18-cv-07591	Lawsuit
Jean-Francois Bourassa v. Abbott Laboratories Co., et al. (f/k/a Camarda)	Superior Court, Montreal Division, No. 500-06-001004-197	Lawsuit (proposed class action)
City of Grand Prairie (Alberta) and Corporation of the City of Brantford (Ontario) v. Apotex Inc., et al.	Court of King's Bench, Alberta, No. 2001-07073	Lawsuit (proposed class action)
Darryl Gebien v. Apotex Inc., et al.	Superior Court of Justice, Ontario, No. CV-19-00620048-00CP	Lawsuit (proposed class action)
Province of British Columbia v. Apotex Inc., et al.	Supreme Court, British Columbia, No. S189395	Lawsuit (proposed class action)
MW v. Apotex Inc., et al.	Supreme Court, British Columbia, No. S1914317	Lawsuit (proposed class action)
Peter Ballantyne Cree Nation and Lac La Ronge Indian Band v. Apotex, Inc., et al.	Court of King's Bench, Saskatchewan, QB 72/21	Lawsuit (proposed class action)
DOJ Investigation	U.S. Attorney's Office, S.D. Fla., No. FGJ 17-01(WPB) #052-001	Grand Jury Subpoena
DOJ Investigation re McKinsey & Co.	U.S. Attorney's Office, W.D. Va., No. 2019R00498-C0015	Subpoena
DOJ Investigation re McKinsey & Co.	U.S. Attorney's Office, W.D. Va., No. 2019R00498-C0024	Subpoena
DOJ Letter Request	U.S. Attorney's Office, E.D. Pa.	Letter Request
Multistate AG Investigation (CIDs originally served by Oregon and Massachusetts on behalf of multistate group; Oregon later withdrew and sued)	Executive Committee includes Massachusetts, Maine, New Hampshire, Pennsylvania, Tennessee, Virginia, and Vermont AG Offices	Civil Investigative Demand
Alaska AG Investigation	Alaska AG's Office	Subpoena
Indiana AG Investigation	Indiana AG's Office	Civil Investigative Demand
Maryland AG Investigation	Maryland AG's Office	Administrative Subpoena
New Hampshire AG Investigation	New Hampshire AG's Office	Subpoena
New Jersey AG Investigation	New Jersey AG's Office	Subpoena

North Carolina AG Investigation	North Carolina AG's Office	Civil Investigative Demand
South Carolina AG Investigation	South Carolina AG's Office	Civil Investigative Demand
Montana AG Investigation	Montana AG's Office	Civil Investigative Demand
Washington AG Investigation	Wash. AG's Office	Civil Investigative Demand
N.Y. Department of Financial Services Administrative Proceeding	N.Y. Department of Financial Services, No. 2020-0022-C	Administrative Proceeding
Allergan Finance, LLC, et al. v. N.Y. Department of Financial Services, et al.	N.Y. Supreme Court, N.Y. County, No. 157128/2021	Article 78 Petition
Kathryn Eaton v. Teva Canada Limited, et al.	Federal Court, Toronto, Ontario, No. T-607-20	Lawsuit
Various governmental entity and private plaintiffs	Various, including MDL 2724 (U.S. District Court, E.D. Pa., No. 2:16-MD-02724-CMR)	Lawsuits (including proposed class actions)
DOJ False Claims Act Investigation	U.S. Dep't of Justice, CID Nos. 18-316 (PPCI), 18-308 (Endo International)	Civil Investigative Demand
DOJ Criminal Investigation	Antitrust Division, U.S. Dep't of Justice; U.S. Attorney's Office, E.D. Pa., GJ No. 2014-00819	Grand Jury Subpoena
Consolidated Direct Purchaser Class Action	U.S. District Court, N.D. Ill., MDL 2580, No. 1:14-cv-10150	Lawsuit (direct purchaser class action)
Consolidated End-Payor Class Action	U.S. District Court, N.D. Ill., MDL 2580, No. 1:14-cv-10151	Lawsuit (end-payor class action)
Rite Aid Corporation and Rite Aid HDQTRS. Corp. v. Endo Health Solutions Inc., et al.	U.S. District Court, N.D. Ill., MDL 2580, No. 1:14-cv-10152	Antitrust
Walgreen Co., The Kroger Co., Safeway Inc., HEB Grocery Company, L.P. and Albertson's LLC v. Endo Pharmaceuticals Inc., et al.	U.S. District Court, N.D. Ill., MDL 2580, No. 1:14-cv-10153	Antitrust
CVS Pharmacy, Inc. v. Endo Pharmaceuticals Inc., et al.	U.S. District Court, N.D. Ill., MDL 2580, No. 1:14-cv-10154	Antitrust
King Drug Co. of Florence, Inc. et al. v. Abbott Laboratories, et al.	U.S. District Court, E.D. Pa., No. 2:19-cv-03565	Antitrust
Consolidated End-Payor Class Action (plaintiffs include: FOP, Miami Lodge 20 Ins. Trust Fund; Law Enforcement Health Benefits, Inc.; Mayor & City Council of Baltimore; Pipe Trade Services MN Welfare Fund; NECA IEW Welfare Trust Fund; Sergeants Benevolent Health & Welfare Fund; Uniformed Firefighters' Ass'n of Greater N.Y. Security Benefit Fund; Welfare Plan of the Int'l Union of Operating Engineers Locals 137, 137A, 137B, 137C and 137R)	Transferred to U.S. District Court, D. Del., Lead Docket No. 1:20-cv-01090-CFC (related actions: 20-cv-1468, 1469, 1470, 1471, 1472, 1473, 1474)	Lawsuit (proposed end-payor class action)
CVS Pharmacy, Inc., Rite Aid Corporation and Rite Aid Hdqtrs. Corp. v. AstraZeneca Pharmaceuticals L.P., et al.	U.S. District Court, D. Del., No. 1:20-cv-01086 (originally filed in U.S. District Court, S.D.N.Y., No. 1:19-cv-09999)	Lawsuit
Hy-Vee Inc. v. AstraZeneca Pharmaceuticals L.P., et al.	U.S. District Court, D. Del., No. 1:20-cv-01089 (originally filed in U.S. District Court, S.D.N.Y., No. 1:20-cv-04483)	Lawsuit
J M Smith Corp. v. AstraZeneca Pharmaceuticals L.P., et al.	U.S. District Court, D. Del., No. 20-cv-1076 (originally filed in U.S. District Court, S.D.N.Y., No. 1:19-cv-07233)	Lawsuit (proposed direct purchaser class action)
KPH Healthcare Servs., Inc. v. AstraZeneca Pharmaceuticals L.P., et al.	U.S. District Court, D. Del., No. 1:20-cv-01201 (originally filed in U.S. District Court, S.D.N.Y., No. 1:20-cv-01096)	Lawsuit (proposed direct purchaser class action)
Walgreen Co., The Kroger Co., Albertsons Companies, Inc. and H-E-B, L.P.	U.S. District Court, D. Del., No. 1:20-cv-01087 (originally filed in U.S. District Court, S.D.N.Y., No. 1:19-cv-10049)	Lawsuit
Consolidated End-Payor Class Action	U.S. District Court, N.D. Cal., No. 5:20-md-02966-RS	Lawsuit (proposed class action)
United Healthcare Services, Inc. v. Jazz Pharms. plc, et al.	U.S. District Court, N.D. Cal., No. 3:21-cv-02710-RS	Lawsuit
Molina Healthcare Inc. v. Jazz Pharms., Inc., et al.	U.S. District Court, N.D. Cal., No. 3:21-cv-07935-RS	Lawsuit
Humana Inc. v. Jazz Pharms., Inc., et al.	U.S. District Court, N.D. Cal., No. 3:21-cv-07934-RS	Lawsuit
Health Care Service Corp. v. Jazz Pharms., Inc., et al.	U.S. District Court, N.D. Cal., No. 3:22-cv-00993-RS	Lawsuit
Benoit Albiges v. Endo International plc, et al.	U.S. District Court, D. N.J., No. 2:20-cv-07536	Lawsuit (proposed class action)

State of Louisiana v. Abbott Laboratories, Inc., et al. (non-covered drug litigation)	19th Jud. Dist. Ct., East Baton Rouge, La., No. 622,254, Section 26	Lawsuit
Texas AG Investigation re "Hormone Blocker" Medications	Texas AG's Office	Civil Investigative Demand
Zachary E. Gerut, M.D. v. BioSpecifics Technologies Corp., et al.	AAA Arbitration	Arbitration
Advisory Trust Group, LLC, as trustee of the RDC Liquidating Trust v. Endo Pharmaceuticals Inc.	U.S. Bankruptcy Court, W.D.N.Y.	Lawsuit (bankruptcy)
Deborah Mastrogiovanni v. Endo Pharmaceuticals Short Term Disability Plan, et al.	U.S. District Court, E.D. Mich., No. 2:19-cv-11006	Lawsuit (ERISA)
Rochelle Oates-Brown v. Endo Pharmaceuticals Inc.	State Court, Dekalb County, Ga., No. 22A00764	Lawsuit (motor vehicle)
Eileen Mazzone, as personal representative of the estate of Donald R. Thomas, Sr., deceased, and Irene Thomas v. Par Pharmaceutical, Inc., et al.	N.Y. Supreme Court, County of Ulster, No. EF2022-2128	Lawsuit (asbestos)
Barbara Tolentino v. Endo Pharmaceuticals Inc.	State Court, Dekalb County, Ga., No. 23A01999	Lawsuit (motor vehicle)
Sunshine Mullins, as next friend of Zachery Bentley v. Allison Francis	Commonwealth of Kentucky, Pike Circuit Court, No. 23-CI-01029	Lawsuit (motor vehicle)
Nexus Pharmaceuticals, Inc. v. Par Sterile Products, LLC, Par Pharmaceutical, Inc., and Endo Operations Ltd.	D.N.J., 22-cv-05683; D.N.J., 22-cv-06030	Patent infringement
Endo Ventures Ltd. and Par Sterile Products, LLC v. Nexus Pharmaceuticals, Inc.	D. Wisc., 23-cv-299	Patent infringement
Endo Par Innovation Company, LLC, Par Pharmaceutical, Inc., and Par Sterile Products, LLC v. BPI Labs, LLC and Belcher Pharmaceuticals, LLC	M.D. Fla., 23-cv-1953	Patent infringement
Par Pharmaceutical, Inc. and Endo Par Innovation Company, LLC v. Zydus Pharmaceuticals (USA) Inc. and Zydus Lifesciences Ltd.	D. Del., 23-cv-866	Patent infringement
Par Pharmaceutical, Inc. and Endo Par Innovation Company, LLC v. Mankind Pharma Limited	E.D. Tex., 23-cv-399	Patent infringement
Par Pharmaceutical, Inc. and Endo Par Innovation Company, LLC v. Alkem Laboratories Ltd.	E.D. Tex., 23-cv-400	Patent infringement
Par Pharmaceutical, Inc., Par Sterile Products, LLC, and Endo Par Innovation Company, LLC v. Baxter Healthcare Corporation	D. Del., 23-cv-358	Patent infringement
Par Pharmaceutical, Inc., Par Sterile Products, LLC, and Endo Par Innovation Company, LLC v. Long Grove Pharmaceuticals, LLC	D. Del., 23-cv-1412	Patent infringement
Endo Ventures Unlimited Company v. Taiwan Liposome Company, Ltd.	Bankr. S.D.N.Y., Adv. Pro. No. # 22-07031 (JLG)	
Endo Ventures Limited v. Nevakar, Inc. and Nevakar	Bankr. S.D.N.Y., Adv. Pro. No. # 22-07034 (JLG)	
Endo International plc, et al. v. Commonwealth of Kentucky, ex rel., Andy Beshear, Attorney General, et al.	Bankr. S.D.N.Y., Adv. Pro. No. # 22-07039 (JLG)	
Travis Blankenship v. Endo International PLC	Bankr. S.D.N.Y., Adv. Pro. No. # 23-07007 (JLG)	
JANSSEN PHARMACEUTICALS		Indemnification Claim
MCKESSON CORPORATION		Indemnification Claim
NOVAVAX, INC.		Contract Dispute
ANDA/IP Sale: Butalbital/Hydrocodone - Nostrum		Variable consideration - future royalty payments
ANDA/IP Sale: Carglumic Acid - Eton		Variable consideration - future royalty payments
ANDA/IP Sale: Clonidine - Novitium		Variable consideration - future royalty payments
Purdue Pharmaceuticals L.P., et al., Debtors -	Bankruptcy Claim	Claim filed for co-liability in connection with Opioid Lawsuits
Rochester Drug Co-Operative, Inc.	Bankruptcy Claim #22387	Goods Sold/Services (Trade Claim)
BAXTER HEALTHCARE CORP.	D. Del. Case No. 21-cv-1184; Case No. 21-cv-1186	Patent infringement
CIPLA LIMITED; CIPLA USA, INC	Case # 22-cv-2814	Patent infringement

Exhibit 14-5

Claims Related to Contracts and Leases

Unless otherwise released by the Plan or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all Causes of Action, whether arising before or after the Petition Date, based in whole or in part upon any and all contracts and leases to which the Debtors, Post-Emergence Entities, and/or the GUC Trust, as applicable, is a party or pursuant to which the Debtors, Post-Emergence Entities, and/or the GUC Trust, as applicable, has any rights whatsoever, regardless of whether such contract or lease is listed herein or in the Plan, any proof of claim, or in any Bankruptcy Court filing, including, without limitation, all contracts and leases that are assumed or rejected pursuant to the Plan or that were previously assumed or rejected by the Debtors. The claims and Causes of Action retained include, without limitation, Causes of Action against utilities, vendors, suppliers of goods or services, customers, or any other parties, unless such claims or Causes of Action are released pursuant to the Plan:

(a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, insurance claims, recoupments, liens, or setoffs;

(b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations;

(c) for failure to fully perform or to condition performance on additional requirements under contracts with the Debtors before the assumption or rejection, if applicable, of such contracts;

(d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party;

(e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by one or more of the Debtors or the Debtors' property;

(f) counterclaims and defenses related to any contractual obligations;

(g) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code;

(h) for unfair competition, interference with contract or potential business advantage, breach of contract, fraud, constructive breach, breach of actual/implied covenant of good faith and fair dealing, violation of confidentiality obligations, infringement of intellectual property, or any business tort claims;

(i) for environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services

or goods; and

(j) for any accumulated service credits, both those that may apply to future vendor invoices and those from which the Debtors may be entitled to receive a refund.

(k) breach of fiduciary duty claims;

(l) claims for recovery of past costs;

(m) Red Flags claims;

(n) Massey claims;

(o) indemnification claims;

(p) aiding and abetting breach of fiduciary duty claims;

(q) constructive fraudulent conveyance claims;

(r) actual fraudulent transfer claims;

(s) contractual fraud claims;

(t) breach of contract claims;

(u) failure to notice claims; and

(v) failure to batch claims.

Without limiting the generality of the foregoing, the list of contracts identified in the Cure Amount Schedule [Docket No. 1876], the Rejection Schedule filed with the Plan Supplement, and each Schedule G of the Schedules filed by each of the Debtors in these Chapter 11 Cases, all as may be amended from time to time, are hereby incorporated by reference in this Exhibit 14-5 as if fully set forth herein.

Exhibit 14-6

Claims Related to Vendor and Customer Obligations

Unless otherwise released by the Plan, or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all Causes of Action against or related to all vendors that owe, or may in the future owe, money or other obligations to the Debtors, the Post-Emergence Entities, and/or the GUC Trust, as applicable, whether for unpaid invoices; unreturned, missing, or damaged inventory; indemnification; warranties; any turnover actions arising under section 542 or 543 of the Bankruptcy Code; or any other matter whatsoever, regardless of whether such vendors are listed herein or in the Plan, any proof of Claim, and/or in any Bankruptcy Court filing, whether arising before or after the Petition Date.

Unless otherwise released by the Plan or a Final Order of the Bankruptcy Court (including the DMP Stipulation Order [Docket No. 2574]), the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all Causes of Action against or related to all customers, including but not limited to, any specialty physicians, independent wholesale distributors, retailers, clinics, government agencies, doctors, retail drug store chains, supermarket chains, mass merchandisers, mail order accounts, hospitals, independent retail and specialty pharmacies and independent specialty distributors, that owe or may in the future owe money to the Debtors, the Post-Emergence Entities, and/or the GUC Trust, as applicable, whether for unpaid invoices; unreturned, missing, or damaged inventory, warranties, or any other matter whatsoever.

Exhibit 14-7

Claims Related to Tax Credits and Refunds

Except as otherwise provided by the Plan or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all Causes of Action against or related to all local, state, federal and foreign taxing authorities that owe or that may in the future owe money to the Debtors, Post-Emergence Entities, and/or the GUC Trust, as applicable, including claims for refunds of overpayments or other payments, recoupment, setoff, or counterclaims, regardless of whether such taxing authority is listed herein or in the Plan, any proof of Claim, and/or in any Bankruptcy Court filing, whether arising before or after the Petition Date. Each Part 11 of each Debtor's Schedule A/B of the Schedules filed in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this Exhibit 14-7 as if fully set forth herein.

Exhibit 14-8

Claims Related to Liens

Unless otherwise released by the Plan or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all Liens related to the Debtors, whether arising before or after the Petition Date, regardless of whether such Lien is listed herein or in the Plan, any proof of Claim, and/or in any Bankruptcy Court filing. Each Debtor's Schedule D of the Schedules filed in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this Exhibit 14-8 as if fully set forth herein.

Exhibit 14-9

Claims Related to Insurance Policies

Unless otherwise released by the Plan or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly reserve all Causes of Action based upon or relating to, in whole or in part, any and all insurance contracts and insurance policies, including, the Debtor Insurance Policies, to which any Debtor is a party or pursuant to which any of the Debtors, Post-Emergence Entities, and/or the GUC Trust, as applicable, has any rights whatsoever, regardless of whether such contract or policy is listed or identified herein or in the Plan, any proof of Claim and/or in any Bankruptcy Court filing, whether arising before or after the Petition Date, including any Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, insurance underwriters, insurance intermediary, or surety bond issuers relating to coverage, proceeds, interests, benefits, indemnity, contribution, reimbursement, extra-contractual claims or any other matters and the GUC Trust Insurance Rights. Schedule 2 to the UCC Resolution Term Sheet, the Schedule of Excluded Insurance Policies, and Exhibit C to the *Motion of Debtors For Entry of Interim and Final Orders Authorizing (I) The Debtors to Continue and Renew Their Insurance Programs and Honor All Obligations in Respect Thereof; (II) Financial Institutions to Honor and Process Related Checks and Transfers; and (III) The Debtors to Modify the Automatic Stay with Respect to Workers' Compensation Claims* [Docket No. 13] are hereby incorporated by reference in this Exhibit 14-9 as if fully set forth herein.

The Debtors, Post-Emergence Entities, and/or the GUC Trust expressly preserve (a) all of the Debtors' rights, including rights to Claims and/or proceeds, titles, privileges, interests, demands, or entitlements to any proceeds, payments, benefits, Causes of Action, choses in action, defense, or indemnity arising under, or attributable to the GUC Trust Insurance Policies, in each case, whether now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent; and (b) the sole and exclusive right to the GUC Trust D&O Insurance Claims. For the avoidance of doubt, the transfer of the GUC Trust Insurance Rights and the pursuit of the GUC Trust D&O Insurance Claims pursuant to the foregoing clauses (a) and (b) shall not impair the rights, if any, of any D&O Insured Person under any GUC Trust Insurance Policy, GUC Trust D&O Insurance Policy, or Non-GUC Trust Insurance Policy.

The Debtors, Post-Emergence Entities, and/or the GUC Trust expressly preserve any Estate Claims or Causes of Action against any insurers that issued GUC Trust D&O Insurance Policies; provided, that, "GUC Trust D&O Insurance Claims" shall be limited to those Claims related to (a) breach of contract; and (b) recovery of past costs, in each case, under the GUC Trust D&O Insurance Policies.

Exhibit 14-10

Claims Related to Current or Former Employee Matters

Unless otherwise released by the Plan or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all claims, defenses, cross claims, and counterclaims against or related to all current or former employees that are party to or that may in the future become party to any actions, litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including but not limited to, claims related to intellectual property, confidentiality obligations, employment contracts, wage and benefit overpayments, travel, contractual covenants, workers' compensation, any alleged employee wrongdoing or misconduct, recoupment, setoff, breach of fiduciary duty, claims for recovery of past costs, Red Flags claims, Massey claims, indemnification claims, aiding and abetting breach of fiduciary duty claims, constructive fraudulent conveyance claims, actual fraudulent transfer claims, contractual fraud claims, breach of contract claims, failure to notice claims, failure to batch claims, or counterclaims regardless of whether such employee or claim is listed herein or in the Plan, any proof of Claim, and/or in any Bankruptcy Court filing, whether arising before or after the Petition Date. Section 3.8(a)(10) of the PSA Disclosure Letter is hereby incorporated by reference in this Exhibit 14-10 as if fully set forth herein.

Exhibit 14-11

**Claims Related to Potential Preferences,
Fraudulent Conveyances, and Other Avoidable Transfers**

Except as otherwise provided by the Plan or a Final Order of the Bankruptcy Court, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly retain all Causes of Action, including Avoidance Actions, against or related to all Persons or Entities, including creditors or former creditors that owe or may in the future owe money to the Debtors, including for potential Causes of Action the Debtors could assert under Bankruptcy Code sections 506(d), 522, 541, 542, 543, 544, 545, 547, 548, 549, 550 and/or 553 or otherwise under the Bankruptcy Code or under similar or related state or federal statutes and common law, including, without limitation, all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims, rights, and causes of action, regardless of whether such Person or Entity is listed herein or in the Plan, any proof of Claim, and/or in any Bankruptcy Court filing, whether arising before or after the Petition Date. Each Debtors' Statement 3 and 4 of each Debtors' Statement of Financial Affairs filed in these Chapter 11 Cases, as may be amended from time to time, is hereby incorporated by reference in this Exhibit 14-11 as if fully set forth herein. Without limiting the generality of the foregoing, the Post-Emergence Entities and/or the GUC Trust, as applicable, expressly reserve all Causes of Action against the Entities identified on **Schedule C** annexed hereto.

Schedule C

Name	ADDRESS ON FILE
1FOOT 2FOOT CENTRE FOR FOOT AND	ANKLE CARE PC, 171 N MAIN STREET, SUFFOLK, VA 23434, UNITED STATES
1SEO TECHNOLOGIES INC DBA SHOCK IT	1414 RADCLIFFE STREET SUITE 301B, BRISTOL, PA 19007, UNITED STATES
2 RIGHTER LLC	1000 N WEST STREET STE 900, WILMINGTON, DE 19801, UNITED STATES
3174891 CANADA INC DBA KD SERVICES	2945 AVENUE ANDRE, DORVAL, QC H9P 1K7, CANADA
3H COMMUNICATIONS INC	309 CHURCH STREET, OAKVILLE, ON L6J 1N9, CANADA
3M PURIFICATION INC	PO BOX 844897, DALLAS, TX 75284-4120, UNITED STATES
70 MAPLE AVENUE ASSOCIATES LLC	46 LOCUST AVENUE, RYE, NY 10580, UNITED STATES
720 STRATEGIES LLC	1220 19TH STREET NW SUITE 300, WASHINGTON, DC 20036, UNITED STATES
8 MILE METAL LLC DBA SOLEY METAL	FABRICATORS, 35480 FORTON CT, CLINTON TOWNSHIP, MI 48035, UNITED STATES
9355 8021 QUEBEC INC	3837 CHEMIN ST LOUIS, QUEBEC, QC G1W 1T7, CANADA
A AND L GOODBODY	A AND L GOODBODY SOLICITORS, INT FINANCIAL SERVICE CENTER, 25-28 NORTH WALL QUAY, DUBLIN, IRELAND (EIRE)
AARIN INC	91 GREGORY LN SUITE 21, PLEASANT HILL, CA 94523, UNITED STATES
AARON M LEVINE AND ASSOC FIDUCIARY	ACCOUNT 1310 L ST NW SUITE 800, WASHINGTON, DC 20005
ABBVIE INC	ABBVIE US LLC, 62671 COLLECTION CENTER DRIVE, CHICAGO, IL 60693-0626, UNITED STATES
ABF FREIGHT SYSTEM INC	3660 LAPEER ROAD, AUBURN HILLS, MI 48326, UNITED STATES
ABM INDUSTRIES INC	ABM INDUSTRY GROUPS LLC, PO BOX 419860, BOSTON, MA 02241-9860, UNITED STATES
ACARIAHEALTH PHARMACY, INC	6923 LEE VISTA BLVD, ORLANDO, FL 32822
ACCENTURE LLP	1255 TREAT BLVD SUITE 250, WALNUT CREEK, CA 94597, UNITED STATES
ACCESS INFORMATION MGMT CANADA ULC	C O LOCKBOX 917980, PO BOX 4090 STATION A, TORONTO, ON M5W 0E9, CANADA
ACCREDITATION COUNCIL FOR MEDICAL	AFFAIRS, APOTHEKER GROUP LLC, 700 KINDERKAMACK ROAD STE 204, ORADELL, NJ 07649, UNITED STATES
ACCUMED RESEARCH ASSOCIATES	1305 FRANKLIN AVENUE SUITE 150, GARDEN CITY, NY 11530, UNITED STATES
ACCURISTIX	122 STONE RIDGE ROAD, VAUGHAN, ON L4H 0A5, CANADA
ACG NORTH AMERICA LLC	262 OLD NEW BRUNSWICK ROAD STE A, PISCATAWAY, NJ 08854, UNITED STATES
ACTO TECHNOLOGIES INC	60 ATLANTIC AVE SUITE 200, TORONTO, ON M6K 1X9, CANADA
ADACHI MEDICINE PROFESSIONAL CORP	25 CHARLTON AVE EAST, 501, HAMILTON, ON L8N 1Y2, CANADA
ADAMS GROUP INC	1700 E AUBURN ROAD, ROCHESTER HILLS, MI 48307, UNITED STATES
ADVANCED INSTRUMENTS LLC	PO BOX 845116, BOSTON, MA 02284, UNITED STATES
ADVANCED MEDICAL TRIALS GEORGETOWN	LLC, 1101 ARROW POINT DRIVE SUITE 405, CEDAR PARK, TX 78613, UNITED STATES
ADVANCED RECORDS MANAGMENT	13700 WATER TOWER CIRCLE, PLYMOUTH, MN 55441, UNITED STATES
ADVANCED TECHNOLOGY SERVICES GROUP	LLC, 101 LINDENWOOD DRIVE SUITE 300, MALVERN, PA 19355, UNITED STATES
ADVARRA INC	PO BOX 74008070, CHICAGO, IL 60674-8070, UNITED STATES
AERO BOX LLC	20101 CORNILLIE DR, ROSEVILLE, MI 48066-1766, UNITED STATES
AESTHETIC RECORD LLC	40 WEST GAY STREET, COLUMBUS, OH 43215, UNITED STATES
AETNA	151 FARMINGTON AVENUE, HARTFORD, CT 06156
AFFINITY HEALTH CORP	2425 W 22ND STREET SUITE 209, OAKBROOK, IL 60523, UNITED STATES
AFFYGLITY SOLUTIONS LLC	13498 CASCADE STREET, BROOMFIELD, CO 80020, UNITED STATES
AFTON SCIENTIFIC LLC	2020 AVON COURT, CHARLOTTESVILLE, VA 22902, UNITED STATES
AGENCY FOR HEALTH CARE ADMIN	2727 MAHAN DRIVE MAIL STOP 14, TALLAHASSEE, FL 32308
AGILENT TECHNOLOGIES INC	4187 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
AGIS KYDONIEUS DBA SAMOS	PHARMACEUTICALS LLC, 17 SAVAGE ROAD, KENDALL PARK, NJ 08824, UNITED STATES
AIR TECHNOLOGIES	PO BOX 73278, CLEVELAND, OH 44193, UNITED STATES
AIRGAS DRY ICE	AIRGAS INC, PO BOX 736148, DALLAS, TX 75373-6148, UNITED STATES
AIRGAS USA LLC	PO BOX 734445, CHICAGO, IL 60673-4445, UNITED STATES
AIRMATIC COMPRESSOR SYSTEMS INC	700 WASHINGTON AVENUE, CARLSTADT, NJ 07072, UNITED STATES
ALABAMA CLINICAL THERAPEUTICS LLC	52 MEDICAL PARK EAST DR SUITE 203, BIRMINGHAM, AL 35235, UNITED STATES
ALABAMA MEDICAID AGENCY	501 DEXTER AVE PO BOX 5624, MONTGOMERY, AL 36103-5624
ALBANY MEDICAL COLLEGE	CCMH, 500 CUMMINGS CENTER STE 4400, BEVERLY, MA 01915, UNITED STATES
ALBERTA HEALTH	10009 108 ST NW, EDMONTON, AB T5J 0B8, CANADA
ALCAMI CORPORATION	PO BOX 603059, CHARLOTTE, NC 28260-3059, UNITED STATES
ALEMA CONSULTING GROUP LLC	200 BARR HARBOR DRIVE SUITE 400, WEST CONSHOHOCKEN, PA 19428, UNITED STATES
ALEXANDER MJOLSNES DBA FINALE	PRODUCTIONS, 492 BEACONWOOD STREET, HENDERSON, NV 89052, UNITED STATES
ALEXANDRIA REAL ESTATE EQUITIES INC	ARE-PA REGION NO 6 LLC, 385 E COLORADO BLVD SUITE 299, PASADENA, CA 91101, UNITED STATES
ALFA LAVAL INC	PO BOX 200081, PITTSBURGH, PA 15251-0081, UNITED STATES
ALFARO LANDSCAPING	9 BUSH AVENUE, PORT CHESTER, NY 10573, UNITED STATES
ALFONSO FASANO MEDICINE PROF CORP	MOVEMENT DISORDERS CENTRE, TORONTO WESTERN HOSPITAL, 399 BATHURST ST MCL7-410, TORONTO, ON M5T 2S8, CANADA
ALIXPARTNERS LLP	PO BOX 5838, CAROL STREAM, IL 60197-5838, UNITED STATES
ALIYA A KHAN MEDICINE PROFESSIONAL	ADDRESS ON FILE
ALKALOIDA CHEMICAL COMPANY ZRT	KABAY JANOS U 29, TISZAVASVARI, HUNGARY
ALL AMERICAN AUTOMATIC FIRE	PROTECTION DBA AAA FIRE PROTECTION, PO BOX 2294, MORRISTOWN, NJ 07962, UNITED STATES
ALLERGAN USA INC	5 GIRALDA FARMS, MADISON, NJ 07940, UNITED STATES
ALLIANCE CALIBRATIONS GROUP LLC	DAVID GOOD, 656 GEORGES ROAD, NORTH BRUNSWICK, NJ 08902, UNITED STATES
ALMAC PHARMA SERVICES LIMITED	22 SEAGOE INDUSTRIAL ESTATE, AM, CRAIGAVON, UNITED KINGDOM
ALOKA SRINIVASAN DBA RAAHA LLC	3280 KINROSS CIRCLE, HERNDON, VA 20171, UNITED STATES
ALPHANUMERIC SYSTEMS INC	4515 FALLS OF NEUSE ROAD SUITE 250, RALEIGH, NC 27609, UNITED STATES
ALSCO INC	30 MCCULLOUGH DRIVE, NEW CASTLE, DE 19720, UNITED STATES
ALTERNA CAPITAL SOLUTIONS LLC	PO BOX 936601, ATLANTA, GA 31193-6601, UNITED STATES
ALTRO PHARMACEUTICALS	135 STILLWATER AVE, MASSAPEQUA, NY 11758
AMARCHAND	AMARCHAND TOWERS, 216 OKHLA INDUSTRIAL EST PHASE III, NEW DELHI, INDIA
AMAZON WEB SERVICES INC	PO BOX 84023, SEATTLE, WA 98124-8423, UNITED STATES
AMBIO INC	1024 DITTMAN COURT, NORTH AUGUSTA, SC 29842, UNITED STATES
AMDIPHARM LIMITED	SUITE 17 NORTHWOOD HOUSE, NORTHWOOD AVENUE SANTRY, DUBLIN, IRELAND (EIRE)
AMERICAN ARBITRATION ASSOC INC	120 BROADWAY FLOOR 21, NEW YORK, NY 10271, UNITED STATES
AMERICAN CONTAINERS INC	2526 WESTERN AVE, PLYMOUTH, IN 46563, UNITED STATES
AMERICAN EXPRESS	TRAVEL RELATED SERVICES CO INC, 200 VESEY STREET, NEW YORK, NY 10285, UNITED STATES
AMERICAN FOUNDATION FOR SURGERY	OF THE HAND, ATTN BILL CHANDLER, 822 W WASHINGTON BLVD, CHICAGO, IL 60607, UNITED STATES
AMERICAN MED SPA ASSOCIATION LLC	AMSPA, 224 N DESPLAINES SUITE 300, CHICAGO, IL 60661, UNITED STATES
AMERICAN PHARMACOTHERAPY LLC	PHARMACY CONSULTING INTERNATIONAL, 10524 MOSS PARK ROAD SUITE 240-640, ORLANDO, FL 32832, UNITED STATES
AMERICAN PHARMACY COOPERATIVE INC	5601 SHIRLEY PARK DRIVE, BESSEMER, AL 35022
AMERICAN RED CROSS	TRAINING SERVICES, 25688 NETWORK PLACE, CHICAGO, IL 60673-1256, UNITED STATES
AMERICAN SEABOARD EXTERIORS INC	14 ASHLEY PLACE, WILMINGTON, DE 19804, UNITED STATES
AMERICAN SOCIETY FOR AESTHETIC	PLASTIC SURGERY INC, 11262 MONARCH STREET, GARDEN GROVE, CA 92841, UNITED STATES
AMERICAN SOCIETY FOR METABOLIC AND	BIARIATRIC SURGERY FOUNDATION INC, 14260 W NEWBERRY RD #418, NEWBERRY, FL 32669-2765, UNITED STATES
AMERICAN SOCIETY FOR SURGERY OF THE	HAND, 822 W WASHINGTON BLVD 2ND FL, CHICAGO, IL 60607, UNITED STATES

AMERICAN TYPE CULTURE COLLECTION	DBA ATCC, PO BOX 76349, BALTIMORE, MD 21275-6349, UNITED STATES
AMERICAN WEAR INC	261 NORTH 18TH STREET, EAST ORANGE, NJ 07017, UNITED STATES
AMERISOURCE FUNDING INC	ASSIGNEE FOR DVMRC HOLDINGS INC, PO BOX 4738, HOUSTON, TX 77210-4738, UNITED STATES
AMERISOURCEBERGEN SERVICES CORP	PO BOX 8500 S 5400, PHILADELPHIA, PA 19178-5400, UNITED STATES
AMEX BANK OF CANADA BANQUE AMEX DU	PO BOX 2000, WEST HILL, ON M1E 5H4, CANADA
AMP CUSTOM RUBBER INC	PO BOX 377, HAZLET, NJ 07730, UNITED STATES
AMPAK COMPANY INC	1890 PALMER AVENUE STE 203, LARCHMONT, NY 10538, UNITED STATES
ANALYSIS GROUP INC	111 HUNTINGTON AVENUE 14TH FL, BOSTON, MA 02199, UNITED STATES
ANATOMY RESEARCH CONSULTING SRL	CONSTANTIN NOTTARA STREET APT 2 28, 14, CLUJ NAPOCA, ROMANIA
ANDERSEN MATERIAL HANDLING	PO BOX 1015, WIXOM, MI 48393, UNITED STATES
ANDLER SOUTH CORPORATION	PO BOX 499125, EVERETT, MA 02149, UNITED STATES
ANDON SPECIALTIES INC	2720 REED ROAD SUITE 280, HOUSTON, TX 77051, UNITED STATES
ANDROSYSTEMS SRL	VIA PADOVA 33, ROMA, ITALY
ANGELA JUBY PROFESSIONAL CORP	9226 117 STREET, EDMONTON, AB T6G 1S2, CANADA
ANI PHARMACEUTICALS CANADA INC	400 IROQUOIS SHORE RD, OAKVILLE, ON L6H 1M5, CANADA
ANJU SOFTWARE INC	PO BOX 734292, CHICAGO, IL 60673-4292, UNITED STATES
ANKURA CONSULTING GROUP LLC	PO BOX 74007043, CHICAGO, IL 60674-7043, UNITED STATES
ANKURA INTERMEDIATE HOLDINGS LP	ANKURA CONSULTING GROUP LLC, 485 LEXINGTON AVE 10TH FLOOR, NEW YORK, NY 10017-2619, UNITED STATES
ANNALISE MATULEWICZ DBA BUILD IN	ADDRESS ON FILE
ANTHEM BIOSCIENCES PVT LTD	NO 49 F1 AND F2 CANARA BANK ROAD, BOMMASANDRA INDUSTRIAL AREA PHS 1, HOSUR RD BOMMASANDRA KARNATAKA, BANGALORE, INDIA
ANTHONY GRENIER	Address on File
ANTHONY LOWMAN	ADDRESS ON FILE
AON CONSULTING INC	29695 NETWORK PLACE, CHICAGO, IL 60673-1296, UNITED STATES
APCER LIFE SCIENCE	9TH FLOOR CP HOUSE, 97-107 UXBRIDGE ROAD, EALING, UNITED KINGDOM
APERIAN GLOBAL INC	414 FAYETTEVILLE ST 4TH FL, RALEIGH, CA 94607, UNITED STATES
APEX SYSTEMS LLC	3750 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
APEXUS LLC	PO BOX 842167, DALLAS, TX 75284-2167
APPLEBY (BERMUDA) LIMITED	22 VICTORIA STREET PO BOX HM 1179, HAMILTON, BERMUDA
APTAR CONGERS	PO BOX 96284, CHICAGO, IL 60693, UNITED STATES
APTUIT (OXFORD) LIMITED	111 INNOVATION DRIVE, OX, ABINGDON, UNITED KINGDOM
AQUA PENNSYLVANIA	PO BOX 70279, PHILADELPHIA, PA 19176-0279, UNITED STATES
ARAMARK CLEANROOM SERVICES	25259 NETWORK PLACE, CHICAGO, IL 60673-1252, UNITED STATES
ARAMARK UNIFORM AND CAREER APPAREL	GROUP INC, PO BOX 731676, DALLAS, TX 75373-1676, UNITED STATES
ARC DOCUMENT SOLUTIONS LLC	3666 CARNEGIE AVENUE, CLEVELAND, OH 44115-2714, UNITED STATES
ARCADIS US INC	630 PLAZA DRIVE SUITE 100, HIGHLANDS RANCH, CO 80129, UNITED STATES
ARCHBOW CONSULTING LLC	4700 MILLENIA BLVD STE 175, ORLANDO, FL 32839, UNITED STATES
ARCHER & GREINER	1025 LAUREL OAK ROAD, VOORHEES, NJ 08033, UNITED STATES
ARDMORE MEDICAL RESEARCH	2805 LYNDBURST AVENUE, WINSTON SALEM, NC 27103, UNITED STATES
ARECOR LIMITED	SAFFRON WALDEN, CHESTERFORD RESEARCH PARK, LITTLE CHESTERFORD, UNITED KINGDOM
ARENT FOX	PO BOX 644672, PITTSBURGH, PA 15264-4672, UNITED STATES
ARENTFOX SCHIFF LLP	1717 K STREET, NW, WASHINGTON, DC 20006-5344
ARISTOTLE INTERNATIONAL INC	PO BOX 716045, PHILADELPHIA, PA 19171-6045, UNITED STATES
ARIZONA DEPARTMENT OF HEALTH SERVIC	ATTN: CASH RECEIPTS/ADAP, PHOENIX, AZ 85007
ARIZONA HEALTH CARE COST CONTAIN. S	PO BOX 741573, ATLANTA, GA 30374-1573
ARIZONA UROLOGICAL SOCIETY	1950 OLD TUSTIN AVENUE, SANTA ANA, CA 92705, UNITED STATES
ARKANSAS DHS - PHARMACY REBATE PROG	PO BOX 505297, ST. LOUIS, MO 63150-5297
ARMOR METAL GROUP ACQUISITIONS INC	DBA WITT INDUSTRIES, 4600 N MASON MONTGOMERY ROAD, MASON, OH 45040, UNITED STATES
AROME GRAPHIQUE	1042 MOISAN, POINTE CALUMET, QC J0N 1G5, CANADA
ARTCRAFT GROUP INC	DBA ARTCRAFT HEALTH, 1270 GLEN AVENUE, MOORESTOWN, NJ 08057, UNITED STATES
ARTEL INC	25 BRADLEY DRIVE, WESTBROOK, ME 04092, UNITED STATES
ARTHUR COX	ADDRESS ON FILE
ARTIC ICE AND CHEMICAL INC	9226 KEYSTONE STREET, PHILADELPHIA, PA 19114-4020, UNITED STATES
ARTWEAR APPAREL GRAPHICS INC	5071 GULL ROAD SUITE B, KALAMAZOO, MI 49048, UNITED STATES
ASCENSION MICHIGAN EMPLOYER	SOLUTIONS OCCUPATIONAL HEALTH, ASCENSION PROVIDENCE ROCHESTER HOSP, 22255 GREENFIELD RD STE 422, SOUTHFIELD, MI 48075, UNITED STATES
ASCENT HEALTH SERVICES LLC	ORANGE ST CORPORATE TRUST CENTER, WILMINGTON, DE 19801
ASD SPECIALTY HEALTHCARE LLC	BESSE MEDICAL, 9075 CENTRE POINT DRIVE SUITE 140, WEST CHESTER, OH 45069, UNITED STATES
ASEMBIA LLC	200 PARK AVENUE STE 300, FLORHAM PARK, NJ 07932
ASHFIELD HEALTHCARE CANADA INC	263 AVENUE LABROSSE, POINTE CLAIRE, QC H9R 1A3, CANADA
ASHISH BHATIA DBA ASHISH BHATIA LLC	2496 STONEHENGE DRIVE, AURORA, IL 60502, UNITED STATES
ASPECT CONSULTING INC	20140 VALLEY FORGE CIRCLE, KING OF PRUSSIA, PA 19406, UNITED STATES
ASPEN API INC	2136 SOUTH WOLF ROAD FL 2, DES PLAINES, IL 60018, UNITED STATES
ASPEN GLOBAL INCORPORATED	GBS PLAZA, CNR LA SALETTE AND ROYAL RDS, GRAND BAY, MAURITIUS
ASPIRA INTERNATIONAL CLINICAL	RESEARCH LLC, 1946 PASADENA BLVD, PASADENA, TX 77502, UNITED STATES
ASSOCIATED FIRE PROTECTION	100 JACKSON STREET, PATERSON, NJ 07501, UNITED STATES
ASSOCIATION DES NEUROLOGUES DU	QUEBEC, 2 COMPLEXE DESJARDINS CP 216, MONTREAL, QC H5B 1G8, CANADA
ASSOCIATION OF KERALITE MEDICAL	GRADUATES CANADA, AKMG CANADA, 2613 LAKESHORE BLVD WEST, TORONTO, ON M8V 1G5, CANADA
ASSOCIATION OF MEDICAL MICROBIOLOGY	AND INFECTIOUS DISEASE CANADA, AMMI, 192 BANK STREET, OTTAWA, ON K2P 1W8, CANADA
ASTRAZENECA LP	1800 CONCORD PIKE PO BOX 15437, WILMINGTON, DE 19850-5437, UNITED STATES
ASTRO PAK CORPORATION	270 EAST BAKER STREET SUITE 100, COSTA MESA, CA 92626, UNITED STATES
AT&T CORP	PO BOX 5019, CAROL STREAM, IL 60197-5019, UNITED STATES
AT&T MOBILITY II LLC	AT&T MOBILITY, PO BOX 6463, CAROL STREAM, IL 60197-6463, UNITED STATES
ATLANTIC MEDIA INC DBA NATIONAL	JOURNAL GROUP LLC, PO BOX 21664, NEW YORK, NY 10087-1664, UNITED STATES
ATLANTIC SCALE COMPANY INC	136 WASHINGTON AVENUE, NUTLEY, NJ 07110, UNITED STATES
ATLAS COPCO AIRPOWER	DEPT CH 19511, PALATINE, IL 60055-9511, UNITED STATES
ATM BANCORP INC	2938 DEKALB PIKE, EAST NORRITON, PA 19401, UNITED STATES
AUSTRIA FEDERAL OFFICE FOR SAFETY	IN HEALTH CARE BASG, TRAIENSGASSE 5, WIEN, AUSTRIA
AUSTRING FAIRMAN AND FEKETE	3081 THIRD AVENUE, WHITEHORSE, YT Y1A 4Z7, CANADA
AUTOMATED TECHNOLOGIES AND CONTROLS	LLC, 100 COLDSTREAM ROAD, PHOENIXVILLE, PA 19460, UNITED STATES
AVALERE HEALTH LLC	1201 NEW YORK AVENUE NW STE 1000, WASHINGTON, DC 20005, UNITED STATES
AVANT HEALTHCARE MARKETING INC	630 W CARMEL DR SUITE 200, CARMEL, IN 46032, UNITED STATES
AVOCA GROUP LLC	WCG CLINICAL SERVICES INC, 212 CARNEGIE CTR STE 301, PRINCETON, NJ 08540, UNITED STATES
AWINSA LIFE SCIENCES PRIVATE LTD	513 B SECTOR 22 POCKET B GURUGRAM, 07, GURAGAON, INDIA
AXEL TOSIKYAN	Address on File
AXINN VLTROP & HARKRIDER LLP	114 WEST 47TH STREET 22ND FL, NEW YORK, NY 10036, UNITED STATES
AXIS CLINICALS LLC	1711 CENTER AVE WEST, DILWORTH, MN 56529, UNITED STATES
AZAD PHARMA AG	DURACHWEG 15, SH, SCHAFFHAUSEN, SWITZERLAND

BACHEM AMERICAS INC	3132 KASHIWA STREET, TORRANCE, CA 90505, UNITED STATES
BAHNSON ENVIRONMENTAL SPECIALTIES	LLC, 4731 COMMERCIAL PARK COURT, CLEMMONS, NC 27012, UNITED STATES
BAKER AND HOSTETLER LLP	PO BOX 70189, CLEVELAND, OH 44190-0189, UNITED STATES
BAKER AND MACKENZIE LLP	100 BARANGAROO AVE, NSW, BARANGAROO, AUSTRALIA
BAKER DONELSON BEARMAN	CALDWELL AND BERKOWITZ PC, PO BOX 14167, JACKSON, MS 39236, UNITED STATES
BALLINA PHARMA INC	ASHFIELD HEALTHCARE LLC, 1100 VIRGINIA DRIVE STE 200, FT WASHINGTON, PA 19034, UNITED STATES
BAMBORA	#200 -1675 DOUGLAS ST., VICTORIA, BC V8W 2G5, CANADA
BANK OF AMERICA	901 W TRADE STREET, CHARLOTTE, NC 28255
BANK OF AMERICA P-CARD	PO BOX 15019, WILMINGTON, DE 19886-5019
BARENTZ NORTH AMERICA LLC	PO BOX 77096, CLEVELAND, OH 44194-7096, UNITED STATES
BARNETT BENVENUTI & BUTLER PLLC	489 EAST MAIN STREET STE 300, LEXINGTON, KY 40507, UNITED STATES
BARRY E DIBERNARDO MD CONSULTING	PC, 551 VALLEY ROAD STE 379, UPPER MONTCLAIR, NJ 07043, UNITED STATES
BARTLIT BECK LLP	54 W HUBBARD STREET SUITE 300, CHICAGO, IL 60654, UNITED STATES
BASIS NEW YORK LLC	370 LEXINGTON AVE STE 2000, NEW YORK, NY 10017, UNITED STATES
BAYER AG	KAISER WILHELM ALLEE, LEVERKUSEN, GERMANY
BAYSHORE SPECIALTY RX LTD	RX SPECIALISES BAYSHORE LTEE, 233 ALDEN ROAD, MARKHAM, ON L3R 3W6, CANADA
BB AND E INC	235 E MAIN STREET STE 107, NORTHVILLE, MI 48167, UNITED STATES
BDO USA LLP	PO BOX 642743, PITTSBURGH, PA 15264-2743, UNITED STATES
BEACON HILL STAFFING GROUP LLC	PO BOX 846193, BOSTON, MA 02284-6193, UNITED STATES
BECKMAN COULTER INC	DEPT CH 10164, PALATINE, IL 60055-0164, UNITED STATES
BEGHOU CONSULTING INC	PO BOX 0452, EVANSTON, IL 60204, UNITED STATES
BEHUNIN AND ASSOCIATES PC	100 SPRINGHOUSE DRIVE SUITE 103, COLLEGEVILLE, PA 19426, UNITED STATES
BELL FORK LIFT INC	34660 CENTAUR DR, CLINTON TWP., MI 48035, UNITED STATES
BERMUDA STOCK EXCHANGE	30 VICTORIA STREET 3RD FL, HAMILTON, BERMUDA
BESSE MEDICAL	PO BOX 247, THOROFARE, NJ 08086
BETTER HEALTH CLINICAL RESEARCH INC	1665 HIGHWAY 34 EAST STE 100, NEWNAN, GA 30265, UNITED STATES
BEYONDRUST CORPORATION	11695 JOHNS CREEK PKWY STE 200, JOHNS CREEK, GA 30097, UNITED STATES
BIDDLE SAWYER PHARMA LLC	505 8TH AVENUE STE 1500, NEW YORK, NY 10018, UNITED STATES
BIO RAD LABORATORIES INC	PO BOX 849740, LOS ANGELES, CA 90084-9750, UNITED STATES
BIO X CELL RESEARCH	102 PALO ALTO RD STE 245, SAN ANTONIO, TX 78211, UNITED STATES
BIOCAIR INC	56 ROLAND STREET SOUTH LOBBY, BOSTON, MA 02129, UNITED STATES
BIOCLINICA INC	PO BOX 419851, BOSTON, MA 02241-9851, UNITED STATES
BIODEV SERVICES PRIVATE LIMITED	11 SHARANAM COUNTY GALA GYMKHANA RD, 06, AHMEDABAD, INDIA
BIODURO LLC	11011 TORREYANA ROAD, SAN DIEGO, CA 92121, UNITED STATES
BIOLINK LIFE SCIENCES CAROLINAS INC	250 QUADE DRIVE, CARY, NC 27513, UNITED STATES
BIOMERIEUX INC	PO BOX 500308, ST LOUIS, MO 63150-0308, UNITED STATES
BIOPHARM EXCEL LTD	56 ANNA VILLA RANELAGH, DB, DUBLIN, IRELAND (EIRE)
BIOPROJET EUROPE LTD	101 FURRY PARK RD KILLESTER, DUBLIN 5, IRELAND (EIRE)
BIOPROJET PHARMA SAS	9 RUE RAMEAU, PARIS, FRANCE
BIOPROJET SOCIETE CIVILE	DE RECHERCHE, 9 RAMEAU STREET, PARIS, FRANCE
BIO SOLUTIONS CLINICAL RESEARCH	CENTER LLC, 296 H ST STE 304, CHULA VISTA, CA 91910, UNITED STATES
BIOTRAK RESEARCH INC	805 BRIGHTON AVENUE, SOUTHLAKE, TX 76092, UNITED STATES
BISHOP MCCANN LLC	1701 WALNUT STREET, KANSAS CITY, MO 64108, UNITED STATES
BLI INTERNATIONAL INC	DBA ALLEGIAN HEALTH, 75 NORTH INDUSTRY CT ATTN AR DEPT, DEER PARK, NY 11729, UNITED STATES
BLOOMBERG FINANCE LP	PO BOX 416604, BOSTON, MA 02241-6604, UNITED STATES
BNETWORK BARCELONA MANAGEMENT SL	CARRER ARAGO 314 1-1, 08, BARCELONA, SPAIN
BOB BEYER AND SONS INC	87 LEXINGTON AVENUE, HAWTHORNE, NY 10532, UNITED STATES
BOHRA MEDICINE PROFESSIONAL	CORPORATION, 1737 PENGILLEY PL, MISSISSAUGA, ON L5J 4R8, CANADA
BONES SOCIETY OF FLORIDA	522 S HUNT CLUB BLVD UNIT 412, APOPKA, FL 32703, UNITED STATES
BORDEN LADNER GERVAIS	40 KING STREET WEST, TORONTO, ON M5H 3Y4, CANADA
BOSSIER AND ASSOCIATES PLLC IOLTA	1520 NORTH STATE STREET, JACKSON, MS 39202
BOTTOMLINE TECHNOLOGIES INC	PO BOX 412377, BOSTON, MA 02241-2377, UNITED STATES
BOYLE TRANSPORTATION	15 RIVERHURST ROAD, BILLERICA, MA 01821, UNITED STATES
BPREX HEALTHCARE OFFRANVILLE SAS	ZI DOUXMESNIL BP6, 76, OFFRANVILLE, FRANCE
BRAJAK CONSULTING LLC	6 SHADY MILL LANE, MILFORD, NJ 08848, UNITED STATES
BRAND INSTITUTE CANADA INC	10 FOUR SEASONS PLACE 10TH FLOOR, ETOBICOKE, ON M9B 6H7, CANADA
BRATTLE GROUP INC	ONE BEACON STREET STE 2600, BOSTON, MA 02108, UNITED STATES
BREAKOUT CAPITAL LLC FBO EVERGLADE	GLOBAL INC, AKA EVERGLADE CONSULTING LLC, PO BOX 771672, CHICAGO, IL 60677-1672, UNITED STATES
BRENNAN INDUSTRIAL CONTRACTORS INC	5 PLOG ROAD, FAIRFIELD, NJ 07004, UNITED STATES
BRIAN KURTZ TRUCKING LTD	6960 SPEEDVALE AVE W RR 2, BRESLAU, ON N0B 1M0, CANADA
BRIDGELINE DIGITAL INC	PO BOX 5181, HAUPPAUGE, NY 11788, UNITED STATES
BRIGHTVIEW LANDSCAPES LLC	PO BOX 740655, ATLANTA, GA 30374-0655, UNITED STATES
BRITANNIA PHARMACEUTICALS LTD	200 LONGWATER AVENUE GREEN PARK, BK, READING, UNITED KINGDOM
BROADLEY JAMES CORPORATION	19 THOMAS, IRVINE, CA 92618, UNITED STATES
BROADRIDGE INVESTOR COMMUNICATION	SOLUTIONS INC, BROADRIDGE ICS, 51 MERCEDES WAY, EDGEWOOD, NY 11717, UNITED STATES
BROGAN LANDSCAPING INC	208 WELSH POOL ROAD, EXTON, PA 19341, UNITED STATES
BROOK WAREHOUSING AND DISTRIBUTION	LLC DBA BROOK WAREHOUSING SYSTEMS, PO BOX 928, MANVILLE, NJ 08835, UNITED STATES
BROOKER ENGINEERING PLLC	74 LAFAYETTE AVENUE STE 501, SUFFERN, NY 10901, UNITED STATES
BROOKS GROUP AND ASSOCIATES INC	16 EAST MARKET STREET, WEST CHESTER, PA 19382, UNITED STATES
BROWN AND WEINRAUB PLLC	76 N PEARL STREET STE 3, ALBANY, NY 12207, UNITED STATES
BRYAN S RYAN LTD	MAIN ROAD, DB, TALLAGHT, IRELAND (EIRE)
BSP PHARMACEUTICALS SPA	VIA APPIA KM 65 561, LT, LATINA SCALO, ITALY
BSUPERIOR SYSTEM LTD	1500 MARINE DR, 218, NORTH VANCOUVER, BC V7P 1T7, CANADA
BSWIFT LLC	10 S RIVERSIDE PLAZA STE 1100, CHICAGO, IL 60606, UNITED STATES
BSWIFT LLC/PAYFLEX	10 S RIVERSIDE PLAZA STE 1100, CHICAGO, IL 60606
BUCHANAN INGERSOLL	ROONEY PC IOLTA ZYDUS MDL 2724, EXPERT FUND, 501 GRANT STREET STE 200, PITTSBURGH, PA 15219, UNITED STATES
BUCHI CORPORATION	19 LUKENS DRIVE STE 400, NEW CASTLE, DE 19720, UNITED STATES
BUIST INC	860 GEORGES ROAD, MONMOUTH JUNCTION, NJ 08852, UNITED STATES
BUREAU OF TENNCARE	PO BOX 11407, BIRMINGHAM, AL 35246-5544
BUSINESS FORECAST SYSTEMS INC	465 WAVERLEY OAKS ROAD SUITE 318, WALTHAM, MA 02452, UNITED STATES
BUTLER TILL MEDIA SERVICES INC	260 EAST BROAD STREET, ROCHESTER, NY 14604, UNITED STATES
BUZZEOPDMA LLC	PO BOX 8500-784290, PHILADELPHIA, PA 19178-4290, UNITED STATES
BYRON CHEMICAL COMPANY INC	40-11 23RD STREET, LONG ISLAND CITY, NY 11101, UNITED STATES
C AND S VENTURES LLC	DBA BLUE MARBLE WATER SOLUTIONS, PO BOX 322, SELLERSVILLE, PA 18960, UNITED STATES
CABLEVISION LIGHTPATH INC	ALTICE BUSINESS AND CABLEVISION, LIGHTPATH INC, PO BOX 360111, PITTSBURGH, PA 15251-6111, UNITED STATES
CADAVER LABSA	SEQUENCE LIFESCIENCE INC, 4590 LOCKHILL SELMA RD, SAN ANTONIO, TX 78249, UNITED STATES
CALIFORNIA DEPARTMENT OF HEALTH CAR	MS1101 PO BOX 997413, SACRAMENTO, CA 95899-7413

CALIFORNIA DERMATOLOGY AND CLINICAL	RESEARCH INSTITUTE, STACY R SMITH MD APC, 561 SAXONY PLACE STE 102, ENCINITAS, CA 92024, UNITED STATES
CALIFORNIA PACIFIC LAB INC	DBA CP LAB SAFETY, 14 COMMERCIAL BLVD SUITE 113, NOVATO, CA 94949, UNITED STATES
CALIFORNIA STATE BOARD OF PHARMACY	STATE OF CA DEPT OF CONSUMER AFFRS, PO BOX 942533, SACRAMENTO, CA 94258-0533, UNITED STATES
CALIFORNIA STATE CONTROLLER	UNCLAIMED PROPERTY DIV, 10600 WHITE ROCK ROAD STE 141, RANCHO CORDOVA, CA 95670, UNITED STATES
CALLOSUM MARKETING INC	MARKETING CALLOSUM INC, 6750 AVENUE DE LESPLANADE STE 310, MONTREAL, QC H2V 4M1, CANADA
CALTEX TRUCKING CANADA USA LTD	9262 COTE DE LIESSE, LACHINE, QC H8T 1A1, CANADA
CAMBREX PROFARMACO MILANO SRL	VIA EUGENIO CURIEL 34, MI, PAULLO, ITALY
CANADIAN AGENCY FOR DRUGS AND	TECHNOLOGIES IN HEALTH (CADTH), ATTN: SUSAN JOUBARNE, 865 CARLING STREET STE 600, OTTAWA, ON K1S 5S8, CANADA
CANADIAN HEART RESEARCH CENTRE	INTERNATIONAL CENTRE PROFESSIONAL, DEVELOPMENT IN HLTH AND MED ICPDHM, 110 SHEPPARD AVENUE EAST SUITE 309, TORONTO, ON M2N 6Y8, CANADA
CANADIAN LEAGUE AGAINST EPILEPSY	20 CROWN STEEL DR UNIT 6, MARKHAM, ON L3R 9X9, CANADA
CANADIAN LIVER FOUNDATION	3100 STEELES AVE EAST, 101, MARKHAM, ON L3R 8T3, CANADA
CANADIAN SOCIETY OF HOSPITAL	PHARMACISTS, ALBERTA BRANCH, 30 CONCOURSE GATE UNIT 3, OTTAWA, ON K2E 7V7, CANADA
CANADIAN SOCIETY OF TRANSPLANTATION	114 CHEYENNE WAY, OTTAWA, ON K2J 0E9, CANADA
CANADIAN UROLOGICAL ASSOCIATION	185 DORVAL AVE STE 401, DORVAL, QC H9S 5J9, CANADA
CANFIELD SCIENTIFIC INC	4 WOOD HOLLOW ROAD, PARSIPPANY, NJ 07054, UNITED STATES
CANON CANADA INC	8000 MISSISSAUGA ROAD, BRAMPTON, ON L6Y 5Z7, CANADA
CANON FINANCIAL SERVICES INC	14904 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693-0149, UNITED STATES
CARDEN JENNINGS PUBLISHING CO LTD	375 GREENBRIER DRIVE STE 100, CHARLOTTESVILLE, VA 22901, UNITED STATES
CARDINAL HEALTH	7000 CARDINAL PLACE, DUBLIN, OH 43017, UNITED STATES
CARDINAL HEALTH INC	DBA CARDINAL HEALTH 110 LLC, 7000 CARDINAL PLACE, DUBLIN, OH 43017, UNITED STATES
CAREFORM LLC	603 BEAVER STREET, SEWICKLEY, PA 15220, UNITED STATES
CAREMARKPCS HEALTH, L.P.	1950 N.STEMMONS FWY, STE 5010, DALLAS, TX 75207
CARGILL INC	15407 MCGINTY ROAD WEST MS 26, WAYZATA, MN 55391-2365, UNITED STATES
CARGILL NV	BEDRIJVENLAAN 7-9, MECHELEN, BELGIUM
CARLTON FIELDS	4221 W BOY SCOUT BLVD STE 1000, TAMPA, FL 33607-5780, UNITED STATES
CAROLYN OTT DBA INSPIRED	ADDRESS ON FILE
CARPE DIEM HAND CLUB	9625 SLOMAN PLACE, RICHMOND, VA 23238, UNITED STATES
CARTER MCKENZIE SELECT LLC	43 US HIGHWAY 46 STE 705, PINE BROOK, NJ 07058-9591, UNITED STATES
CATHY BURGER	ADDRESS ON FILE
CBCC LEE ROAD ACQUISITIONS LLC	PO BOX 823963, PHILADELPHIA, PA 19182-3963, UNITED STATES
CBSC CAPITAL INC	CO T9649 PO BOX 9649 STN A, TORONTO, ON M5W 1P8, CANADA
CCL LABEL INC	PO BOX 74722, CHICAGO, IL 60694-4722, UNITED STATES
CCPE CFPC	3333 BOUL DE LA COTE VERTU STE 350, SAINT LAURENT, QC H4R 2N1, CANADA
CDW CANADA CORP	POSTAL STATION A PO BOX 57720, TORONTO, ON M5W 5M5, CANADA
CDW DIRECT	PO BOX 75723, CHICAGO, IL 60675, UNITED STATES
CEDAR BROOK 8 CORPORATE CENTER LLC	4A CEDAR BROOK DRIVE, CRANBURY, NJ 08512, UNITED STATES
CEI GROUP LLC	ELEMENT FLEET MANAGEMENT US CORP, PO BOX 829935, PHILADELPHIA, PA 19182-9935, UNITED STATES
CELEFION SWITZERLAND AG	ALLMENDSTRASSE 32, FEHRALTORF, SWITZERLAND
CEMTECH DELMAR PARTNERSHIP INC	DBA CEMTECH ENERGY CONTROLS INC, 1400 N PROVIDENCE RD STE 6040, MEDIA, PA 19063, UNITED STATES
CENTER FOR CANCER SURVEILLANCE & CO	PO BOX 13528, BALTIMORE, MD 21203
CENTERS FOR ADVANCED UROLOGY LLP	DBA MIDLANTIC UROLOGY, 1 PRESIDENTIAL BLVD SUITE 115, BALA CYNWYD, PA 19004, UNITED STATES
CENTRAL FORKLIFT INC	415 BELL STREET, PISCATAWAY, NJ 08854, UNITED STATES
CENTRE COMMUN DE LA SECURITY SOCIAL	GUICHETS 125, LUXEMBOURG, LUXEMBOURG
CENTRE DE RECHERCHE SUR LES	BIOTECHNOLOGIES MARINES, CRBM, 265 2E RUE EST, RIMOUSKI, QC G5L 9H3, CANADA
CERTIFIED MEDICAL REPRESENTATIVES	INSTITUTE INC DBA CMR INSTITUTE INC, 4423 PHEASANT RIDGE RD STE 100, ROANOKE, VA 24014, UNITED STATES
CFG HOLDINGS LLC DBA CFGI LLC	1 LINCOLN STREET STE 1301, BOSTON, MA 02111, UNITED STATES
CGMP VALIDATION LLC	7930 W KENTON CIRCLE STE 140, HUNTERSVILLE, NC 28078, UNITED STATES
CHADWICK SERVICE COMPANY	362 DUNKSFERRY RD, BENSALEM, PA 19020, UNITED STATES
CHAMPION INTERNATIONAL MOVING LLC	ONE CHAMPION WAY, CANONSBURG, PA 15317, UNITED STATES
CHARLES RIVER LABORATORIES INC	GPO BOX 27812, NEW YORK, NY 10087-7812, UNITED STATES
CHARLES RIVER LABS GERMANY GMBH	MAX PLANCK STR 15A, 05, ERKRATH, GERMANY
CHARLOTTESVILLE MEDICAL RESEARCH	CENTER LLC, 325 WINDING RIVER LANE SUITE 102, CHARLOTTESVILLE, VA 22911, UNITED STATES
CHATEAUDEAU SARL	10 RUE DU COMMERCE, LU, FOETZ, LUXEMBOURG
CHEMWERTH INC	1764 LITCHFIELD TNPK STE 202, WOODBRIDGE, CT 06525, UNITED STATES
CHESTER COUNTY CHAMBER OF BUSINESS	AND INDUSTRY, 1600 PAOLI PIKE, MALVERN, PA 19355, UNITED STATES
CHPC	131 S. DEARBORN - 6TH FLOOR, CHICAGO, IL 60603
CHRISTOPHER DALEY	ADDRESS ON FILE
CIGNA HEALTH AND LIFE INSURANCE CO	300 BELLEVUE PARKWAY, WILMINGTON, DE 19708, UNITED STATES
CINTAS CORPORATION NO 2	CINTAS CORP LOC 788 PO BOX 630803, CINCINNATI, OH 45263-0803, UNITED STATES
CITY OF ROCHESTER TREASURER	400 6TH ST, ROCHESTER, MI 48307-1400, UNITED STATES
CITY OF ROCHESTER-WS	WATER & SEWAGE TREATMENT, 400 SIXTH STREET, ROCHESTER, MI 48307, UNITED STATES
CITYWIDE CPR INC	50 SOUTH MAIN STREET STE 200, NAPERVILLE, IL 60540-5485, UNITED STATES
CLAPP ASSOCIATES INC	1325 OREILLY DRIVE, FEASTERVILLE, PA 19053, UNITED STATES
CLARIEN BSX SERVICES LIMITED	25 REID STREET, HAMILTON, BERMUDA
CLARION HEALTHCARE LLC	280 SUMMER STREET 8TH FL, BOSTON, MA 02210, UNITED STATES
CLARIVATE ANALYTICS UK LIMITED	160 BLACKFRIARS ROAD, LO, LONDON, UNITED KINGDOM
CLARIVATE ANALYTICS US LLC	PO BOX 3772, CAROL STREAM, IL 60132-3772, UNITED STATES
CLARK RICHARDSON AND BISKUP	CONSULTING ENGINEERS INC, PO BOX 505584, ST LOUIS, MO 63150-5584, UNITED STATES
CLARKE JANITORIAL SERVICE AND	SUPPLY LLC, PO BOX 28, PORT READING, NJ 07064, UNITED STATES
CLARUS PROPERTY SERVICES LTD	110 AMIENS STREET, DB, DUBLIN, IRELAND (EIRE)
CLARUSONE SOURCING SERVICES LLP	RUSSELL SQ HOUSE 10-12 RUSSELL SQ, LONDON, UNITED KINGDOM
CLAUDIO PANTONI	ADDRESS ON FILE
CLEAN HARBORS ENVIRONMENTAL	SERVICES INC, PO BOX 3442, BOSTON, MA 02241-3442, UNITED STATES
CLEVELAND CLINIC FOUNDATION	PO BOX 951056, CLEVELAND, OH 44193
CLIANTHA RESEARCH LIMITED	CLIANTHA CORP SARKHEJ, TP 86 FP 28/1 OFF SP RING RD, 06, AHMEDABAD, INDIA
CLIMATISATION MONTREAL LTEE	115 RUE GASTON DUMOULIN, 109, BLAINVILLE, QC J7C 6B4, CANADA
CLINICAL INK INC	110 GIBRALTAR ROAD STE 150, HORSHAM, PA 19044, UNITED STATES
CLINICAL RESEARCH CENTER OF FLORIDA	550 SW 3RD ST STE 305, POMPANO BEACH, FL 33060, UNITED STATES
CLINICAL TESTING OF BEVERLY HILLS	16311 VENTURA BLVD STE 745, ENCINO, CA 91436, UNITED STATES
CLINIQUE D'ANDROPAUSE DE QUEBEC	1086 RUE BERTIN, QUEBEC, QC G1Y 2G6, CANADA
CMS FEDERAL REBATES MCOS	PO BOX 935889, ATLANTA, GA 31193-5889
COEMIRA LLC	307 N FAIRFIELD RD, DEVON, PA 19333, UNITED STATES
COEUS CONSULTING GROUP LLC	307 N FAIRFIELD RD, DEVON, PA 19333, UNITED STATES
COGNIZANT WORLDWIDE LIMITED	1 KINGDOM ST PADDINGTON CENTRAL, LO, LONDON, UNITED KINGDOM
COGORA LTD	1 GILTSPUR STREET, LONDON, UNITED KINGDOM
COLE PARMER INSTRUMENT COMPANY LLC	625 E BUNKER COURT, VERNON HILLS, IL 60061, UNITED STATES

COLE SCHOTZ	25 MAIN STREET COURT PLAZA NORTH, HACKENSACK, NJ 07602-0800, UNITED STATES
COLLABORATIVE AUDIO VISUAL	SOLUTIONS LLC DBA CCS PRESENTATION, SYSTEMS, 24660 DEQUINDRE ROAD, WARREN, MI 48091, UNITED STATES
COLLEGIUM PHARMACEUTICAL INC	100 TECHNOLOGY CENTER DR STE 300, STOUGHTON, MA 02072, UNITED STATES
COLORADO HEALTH CARE POLICY	PO BOX 5897, DENVER, CO 80217-5897
COLORADO STATE UNIVERSITY	555 S HOWES ST, FORT COLLINS, CO 80523-6003, UNITED STATES
COMCAST CABLE COMMUNICATIONS INC	PO BOX 70219, PHILADELPHIA, PA 19176-0219, UNITED STATES
COMMISSIONER OF SOCIAL SERVICES	CT MEDICAL ASSISTANCE PROG, HARTFORD, CT 06104
COMMONWEALTH OF MASSACHUSETTS	PO BOX 417688, BOSTON, MA 02241-7688
COMMONWEALTH OF PENNSYLVANIA	
COMMONWEALTH OF VIRGINIA DEPT. OF HEALTH	109 GOVERNOR STREET ROOM 326, RICHMOND, VA 23219
COMPASS GROUP	FLIK INTERNATIONAL CORP, 3 INTERNATIONAL DRIVE, RYE BROOK, NY 10573, UNITED STATES
COMPASS LEXECON LLC	PO BOX 418005, BOSTON, MA 02241-8005, UNITED STATES
COMPLETE GASKET SOLUTIONS INC	795 COMMERCE DR SUITE 12, VENICE, FL 34292, UNITED STATES
COMPLIANCE TRAINING ONLINE	KRIST INC, 490 OLD PARK RD, DRIPPING SPRINGS, TX 78620, UNITED STATES
COMPUTER CREATURES LLC	2560 US HIGHWAY 22 UNIT 269, SCOTCH PLAINS, NJ 07076, UNITED STATES
COMPUTER DESIGN AND INTEGRATION LLC	696 US HIGHWAY 46, TETERBORO, NJ 07608, UNITED STATES
COMPUTERSHARE INC	462 S 4TH ST MAILBOX 829 16TH FL, LOUISVILLE, KY 40202, UNITED STATES
COMPUTERSHARE INVESTOR SERVICES	IRELAND LIMITED, 3100 LAKE DRIVE CITYWEST BUS CAMPUS, DUBLIN 24, IRELAND (EIRE)
COMPUTERSHARE TRUST COMPANY NA	462 SOUTH 4TH ST 16TH FL, LOUISVILLE, KY 40202, UNITED STATES
CONCUR TECHNOLOGIES INC	62157 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
CONDUENT STATE HEALTHCARE LLC	PO BOX 1480, HONOLULU, HI 96806-1480
CONFAB LABORATORIES INC	4355 BOUL SIR WILFRED LAURIER, ST-HUBERT, QC J3Y 3X3, CANADA
CONLINS COPY CENTER	1011 W EIGHTH AVENUE, KING OF PRUSSIA, PA 19406, UNITED STATES
CONNECTICUT DEPT OF PUBLIC HEALTH	410 CAPITOL AVE MS 13ACT, HARTFORD, CT 06134
CONQUEST RESEARCH LLC	2233 LEE ROAD STE 101, WINTER PARK, FL 32789, UNITED STATES
CONSOLIDATED EDISON COMPANY OF NY	JAF STATION PO BOX 1702, NEW YORK, NY 10116-1702, UNITED STATES
CONSTELLATION NEWENERGY GAS DIV	PO BOX 5473, CAROL STREAM, IL 60197-5473, UNITED STATES
CONSUMERS ENERGY	PAYMENT CENTER, PO BOX 740309, CINCINNATI, OH 45274-0309, UNITED STATES
CONTAINER COMPLIANCE CORPORATION	5151 DENISON AVE, CLEVELAND, OH 44102, UNITED STATES
CONTEGIX	STRATUS MIDCO INC, 210 N TUCKER BLVD STE 600, ST LOUIS, MO 63101, UNITED STATES
CONTRACT PHARMACEUTICALS LTD CANADA	7600 DANBRO CRESCENT, MISSISSAUGA, ON L5N 6L6, CANADA
CONTROLLED ENVIRONMENT CONSULTING	LLC, 1249 S CEDAR CREST BLVD SUITE 101, ALLENTOWN, PA 18103, UNITED STATES
COONEY BROTHERS INC	1850 GRAVERS RD STE 100, PLYMOUTH MEETING, PA 19462, UNITED STATES
COOPER FRIEDMAN ELECTRIC SUPPLY CO	COOPER POWER SYSTEMS DIV COOPER, ELECTRIC SUPPLY CO, 1 MATRIX DRIVE, MONROE, NJ 08831, UNITED STATES
COOPERATIVE SERVICES OF FLORIDA INC	2727 WINKLER AVENUE, FORT MYERS, FL 33901
COPELAND FRANCO	444 SOUTH PERRY STREET, MONTGOMERY, AL 36104, UNITED STATES
COPYRIGHT CLEARANCE CENTER INC	29118 NETWORK PLACE, CHICAGO, IL 60673-1291, UNITED STATES
CORE ORTHOPAEDIC MEDICAL CENTER	SAN DIEGUITO ORTHOPAEDIC MED CTR, 332 SANTA FE DRIVE STE 110, ENCINITAS, CA 92024, UNITED STATES
CORNELL FIELD VIBRATION SERVICE INC	3137 WHITFIELD CT, WATERFORD, MI 48329-2768, UNITED STATES
CORNERSTONE RELOCATION GROUP LLC	ATLAS WORLD GROUP INC, 106 ALLEN ROAD, BASKING RIDGE, NJ 07920, UNITED STATES
CORNERSTONE RESEARCH INC	TWO EMBARCADERO CENTER 20TH FL, SAN FRANCISCO, CA 94111, UNITED STATES
CORPORATE CARE RELOCATION SVS DAC	EAST PARK HOUSE, MARINA COMMERCIAL PARK, CENTRE PARK ROAD, CORK, IRELAND (EIRE)
CORPORATE DINING INC	1645 W HAMLIN, ROCHESTER HILLS, MI 48309, UNITED STATES
CORPORATE MAILINGS INC	DBA CORPORATE COMMUNICATIONS GROUP, 14 HENDERSON DRIVE, WEST CALDWELL, NJ 07006, UNITED STATES
CORRIGAN OIL CO NO II	775 N SECOND STREET, BRIGHTON, MI 48116, UNITED STATES
CORRIGAN RECORD STORAGE LLC	45200 GRAND RIVER, NOVI, MI 48375, UNITED STATES
COSETTE PHARMACEUTICALS INC	101 COOLIDGE STREET, SOUTH PLAINFIELD, NJ 07080, UNITED STATES
COSMED OF PA	28 NARRAGANSETT AVENUE, JAMESTOWN, RI 02385, UNITED STATES
COSTELLO IMAGE GRAPHICS	PO BOX 82444, ROCHESTER, MI 48308-2444, UNITED STATES
COUNCIL OF EUROPE EDQM	7 ALLEE KASTNER, STRASBOURG, FRANCE
COVANTA ENVIRONMENTAL SOLUTIONS LLC	COVANTA HOLDING CORPORATION, 445 SOUTH STREET, MORRISTOWN, NJ 07960, UNITED STATES
COVERMYMEDS LLC	6535 STATE HIGHWAY 161, IRVING, TX 75039-2402, UNITED STATES
COVINGTON & BURLING LLP	850 TENTH STREET NW, WASHINGTON, DC 20001, UNITED STATES
COZEN OCONNOR	1650 MARKET STREET, PHILADELPHIA, PA 19103, UNITED STATES
COZZOLI MACHINE COMPANY	50 SCHOOLHOUSE ROAD, SOMERSET, NJ 08873, UNITED STATES
CP RANKIN INC	4377 COUNTY LINE ROAD SUITE 2B, CHALFONT, PA 18914, UNITED STATES
CREIT MANAGEMENT LIMITED	1010 SHERBROOKE W, 300, MONTREAL, QC H3A 2R7, CANADA
CRESCENT INDUSTRIES INC	70 E HIGH STREET, NEW FREEDOM, PA 17349, UNITED STATES
CRESEN SOLUTIONS LLC	666 EXTON COMMONS, EXTON, PA 19341, UNITED STATES
CRH OHIO LTD DBA CULLIGAN OF ANN	ARBOR/DETROIT, PO BOX 2932, WICHITA, KS 67201, UNITED STATES
CRITICAL CLEANING INC	PO BOX 9322, WILMINGTON, DE 19809, UNITED STATES
CRODA INC	PO BOX 416595, BOSTON, MA 02241-6595, UNITED STATES
CROWN EQUIPMENT CORPORATION	DBA CROWN LIFT TRUCKS, PO BOX 641173, CINCINNATI, OH 45264-1173, UNITED STATES
CRP SANITATION INC	2 BAYVIEW ROAD, CORTLANDT MANOR, NY 10567, UNITED STATES
CRYOCONCEPTS LP	205 WEBSTER STREET, BETHLEHEM, PA 18015, UNITED STATES
CSC CORPORATE DOMAINS INC	PO BOX 7410023, CHICAGO, IL 60674-5023, UNITED STATES
CT CORPORATION SYSTEM	PO BOX 4349, CAROL STREAM, IL 60197-4349, UNITED STATES
CUMMINS INC	CUMMINS SALES AND SERVICE, PO BOX 772639, DETROIT, MI 48277-2639, UNITED STATES
CURIA NEW MEXICO LLC	CURIA NM HOLDINGS LLC, 4401 ALEXANDER BLVD NE, NEW MEXICO, NM 87107, UNITED STATES
CUSTOMER ADVISORY GROUP LLC	2451 CUMBERLAND PKWY SE STE 3725, ATLANTA, GA 30339, UNITED STATES
CYBERGRANTS LLC	300 BRICKSTONE SQ SUITE 601, ANDOVER, MA 01810, UNITED STATES
CYBERGRANTS SPV LLC	300 BRICKSTONE SQUARE STE 600, ANDOVER, MA 01810, UNITED STATES
CYCLONE GROUP	PLEASANT HOUSE PLEASANT LANE, DB 2, DUBLIN, IRELAND (EIRE)
DABRICO INC	1555 COMMERCE DR, BOURBONNAIS, IL 60914, UNITED STATES
DAMATO SERVICES LLC	SAFEWAY SHREDDING, PO BOX 930327, WIXOM, MI 48393, UNITED STATES
DAMIEN LYNCH	Address on File
DANCING WITH PARKINSONS INC	23 SKEY LANE, TORONTO, ON M6J 3V2, CANADA
DANIEL E LEONE/TEMPOSET STRATEGIC	Address on File
DANIEL E MARRERO	ADDRESS ON FILE
DARYL WILE MD NEUROLOGY INC	1328 STEELE RD, KELOWNA, BC V1W 5L8, CANADA
DASH PHARMACEUTICALS, INC.	2 PARK WAY, UPPER SADDLE RIVER, NJ 07458
DATA INTEGRATOR CORP	3761 SAN SIMEON CIR, WESTON, FL 33331, UNITED STATES
DAVENPORT EVANS	LLP, 206 WEST 14TH ST BOX 1030, SIOUX FALLS, SD 57101-1030, UNITED STATES
DAVID CARR MEDICINE PROFESSIONAL	CORPORATION, 208 ROSEMARY ROAD, TORONTO, ON M5P 3E1, CANADA
DAVID E KERR	ADDRESS ON FILE
DAVID G BROWN DBA BROWNS VENDING	SERVICE, 83 SAVAGE DR, LANGHORNE, PA 19053, UNITED STATES
DAVID PERETZ MEDICAL CORPORATION	715 MCDERMOT AVE, 805B, WINNIPEG, MB R3E 3P4, CANADA
DAVIDSON BOWIE PLLC	1062 HIGHLAND COLONY PKWY STE 275, RIDGELAND, MS 39157, UNITED STATES

DAVIES WARD PHILLIPS	VINEBERG LLP, 1501 MCGILL COLLEGE AVE 26TH FL, MONTREAL, QC H3A 3N9, CANADA
DAVIS NOLAN LTD TA NEXT GENERATION	RECRUITMENT, 2ND FL 2-4 ELY PLACE, DUBLIN, IRELAND (EIRE)
DAVIS POLK	450 LEXINGTON AVENUE, NEW YORK, NY 10017
DAWN M MOUGEL DBA A NEW DAWN	ADDRESS ON FILE
DAYBREAK FAST FREIGHT INC	500 AVENUE P, NEWARK, NJ 07105, UNITED STATES
DBS BANK INDIA LIMITED	RAM NATH GOENKA MARG NARIM POINT, 13, MUMBAI, INDIA
DC TREASURER	DEPARTMENT OF HEALTH, HEALTH REGULATIONS AND LICENSING, 899 NORTH CAPITOL STREET NE, WASHINGTON, DC 20002, UNITED STATES
DC TREASURER MEDICAL ASSIST	PO BOX 34722, WASHINGTON, DC 20043-4722
DEANNE KELLEY HALVORSEN	ADDRESS ON FILE
DEBT COMPLIANCE SERVICES LLC	107 DOGWOOD LANE, STAMFORD, CT 06903, UNITED STATES
DECHERT LLP	PO BOX 7247-6643, PHILADELPHIA, PA 19170-6643, UNITED STATES
DEERFIELD AGENCY LLC	BLDG D WEST LOBBY, 555 NORTH LANE STE 5020, CONSHOHOCKEN, PA 19428, UNITED STATES
DEERFIELD GENERICS LP	345 PARK AVENUE SOUTH 12TH FL, NEW YORK, NY 10010, UNITED STATES
DELIUS & MCKENZIE PLLC	124 COURT AVENUE, SEVIERVILLE, TN 37862, UNITED STATES
DELOITTE CONSULTING LLP	PO BOX 844717, DALLAS, TX 75284-4717, UNITED STATES
DELTA DENTAL OF PENNSYLVANIA	ATTN: ACCOUNTS RECEIVABLE, ONE DELTA DRIVE, MECHANICSBURG, PA 17055, UNITED STATES
DENIS SOULIERES INC	1504 1085 SMITH, MONTREAL, QC H3L 0L9, CANADA
DENOVA RESEARCH DBA ARANO	845 N MICHIGAN AVE STE 923E, CHICAGO, IL 60611, UNITED STATES
DEPARTMENT OF HEALTH CARE SERVICES	PO BOX 997413 ATTN: BCCTP, SACRAMENTO, CA 95899-7413
DEPARTMENT OF VERMONT HEALTH ACCESS	DVHA-AR, PO BOX 1335, WILLISTON, VT 05495
DEPARTMENT OF VETERAN AFFAIRS	C/O AGENT CASHIER-IFF(901A), HINES, IL 60141
DEPARTMENT OF VETERANS AFFAIRS	PHARMACY BENEFITS MANAGEMENT, BLDG 37 RM 139, 1ST AVE 1 BLK N OF CERMAK RD, HINES, IL 60141, UNITED STATES
DEPT HEALTH & MENTAL HYGIENE	500 N CALVERT STREET 5TH FLR, BALTIMORE, MD 21202
DEPT OF VETERANS' AFFAIRS	FIRST AVENUE, 1 BLOCK NORTH OF 22, HINES, IL 60141
DERMATOLOGY COSMETIC LASER MEDICAL	ASSOCIATES OF LA JOLLA INC, COSMETIC LASER DERMATOLOGY, 9339 GENESEE AVENUE SUITE 350B, SAN DIEGO, CA 92121, UNITED STATES
DERMATOLOGY NOLA	WILLIAM P COLEMAN IV MD, 4425 CONLIN STREET, METAIRIE, LA 70006, UNITED STATES
DETECTION SYSTEMS AND ENGINEERING	1450 TEMPLE CITY DRIVE, TROY, MI 48084, UNITED STATES
DEUTSCHE BANK SECURITIES INC	60 WALL STREET, NEW YORK, NY 10005, UNITED STATES
DEVINE MILLMET AND BRANCH PA	PO BOX 719, MANCHESTER, NH 03105, UNITED STATES
DEVINES CHAUFFEUR SERVICES	AIRWAYS INDUSTRIAL ESTATE UNIT 10C, DUBLIN, IRELAND (EIRE)
DHL EXPRESS IRELAND LTD	DUBLIN AIRPORT LOGISTICS PARK, CO, DB, DUBLIN, IRELAND (EIRE)
DHS DRUG REBATE 050	PO BOX 64837, ST. PAUL, MN 55164-0837
DHS MANAGED CARE REBATE 052	PO BOX 64837, ST. PAUL, MN 55164-0837
DHS MEDICAID EXPANSION REBATE 054	PO BOX 64837, ST. PAUL, MN 55164-0837
DILIGENT CORPORATION	1111 19TH STREET NW 9TH FL, WASHINGTON, DC 20036, UNITED STATES
DILLON PROPERTY MAINTENANCE LTD	TA UNIVERSAL PROPERTY MAINTENANCE, WOODSTOWN VILLAGE KNOCKLYON, 29 WOODSTOWN LANE, DUBLIN, IRELAND (EIRE)
DIPHARMA SA	PIAZZA COL C BERNASCONI 5, TI, CHIASSO, SWITZERLAND
DIRECT ENERGY MARKETING INC	DIRECT ENERGY BUSINESS MARKETING, PO BOX 32179, NEW YORK, NY 10087-2179, UNITED STATES
DISH DBS CORPORATION	DBA DISH NETWORK LLC, PO BOX 94063, PALATINE, IL 60094-4063, UNITED STATES
DISTRIBUTED SYSTEMS SERVICES LLC	PO BOX 675057, DETROIT, MI 48267-5057, UNITED STATES
DIVISION OF REVENUE	LEXINGTON FAYETTE URBAN CNTY GVMT, PO BOX 14058, LEXINGTON, KY 40512, UNITED STATES
DLA PIPER	6225 SMITH AVE, BALTIMORE, MD 21209, UNITED STATES
DOCUMENT SOLUTIONS GROUP LLC	136 GREEN TREE RD PO BOX 399, OAKS, PA 19456, UNITED STATES
DOCUSIGN INC	DEPT 3428 PO BOX 123428, DALLAS, TX 75312-3428, UNITED STATES
DOE AND INGALLS MANAGEMENT LLC	BOA LOCKBOX SERVICES, LOCKBOX 742541 6000 FELDWOOD RD, COLLEGE PARK, GA 30349, UNITED STATES
DOMINIC MARTEL	ADDRESS ON FILE
DON CULVEY INC	3145 WEYGANT DR, ROCHESTER, MI 48306-1260, UNITED STATES
DONAHUE AND PARTNERS LLP	5 TIMES SQUARE, NEW YORK, NY 10036, UNITED STATES
DONE RIGHT SIGNS	DONE RIGHT ENGRAVING INC, 119 N SAGINAW, PONTIAC, MI 48342, UNITED STATES
DONNELLEY FINANCIAL SOLUTIONS	DONNELLEY FINANCIAL LLC, PO BOX 842282, BOSTON, MA 02284-2282, UNITED STATES
DONNELLY CONROY AND GELHAAR LLP	260 FRANKLIN STREET STE 1600, BOSTON, MA 02110, UNITED STATES
DR A DESAUTELS INC	1282 PATRICK, LAVAL, QC H7Y 0B2, CANADA
DR ALEX JOSE MEDINA ESCOBAR	ADDRESS ON FILE
DR ANIL KAPOOR	ADDRESS ON FILE
DR BHAT MEDICINE PROFESSIONAL CORP	96 BELSIZE DRIVE, TORONTO, ON M4S 1L7, CANADA
DR BIRGIT FRAUSCHER	ADDRESS ON FILE
DR CHARLES PAULSON MEDICAL	ADDRESS ON FILE
DR CHRISTIAN KOLLMANNBERGER	ADDRESS ON FILE
DR ELENA NETCHIPOROUK	ADDRESS ON FILE
DR ELIAS J JABBOUR	ADDRESS ON FILE
DR GABRIEL GIROUARD CP INC	27 PROMENADE FAIRVIEW, MONCTON, NB E1E 3C5, CANADA
DR GREGORY LEWIS KRAUSS	ADDRESS ON FILE
DR HAROLD OLNEY	ADDRESS ON FILE
DR INDRA NARANG	ADDRESS ON FILE
DR JANE APPERLEY	ADDRESS ON FILE
DR JAVID MOSLEHI	ADDRESS ON FILE
DR JEFF LIPTON	ADDRESS ON FILE
DR JODIE M REIS MEDICAL PROF CORP	419 SALLLOUM BAY, SASKATOON, SK S7S 1N1, CANADA
DR JOHN STORRING	ADDRESS ON FILE
DR JOSE MARIA RIBERA SANTASUSANA	ADDRESS ON FILE
DR JUDITH LEECH	ADDRESS ON FILE
DR JULIAN HERCUN	ADDRESS ON FILE
DR JULIE H ZHU	ADDRESS ON FILE
DR K CHRYSOSTOMIDES AND CO LLC	1 LAMPOUSAS STREET, NICOSIA, CYPRUS
DR KYNA SQUAREY PMC	ADDRESS ON FILE
DR LARRY DIAN INC	619 WEST 27TH AVE, VANCOUVER, BC V5Z 4H7, CANADA
DR LEO LAI INC	ADDRESS ON FILE
DR LESLEY PALMAY	ADDRESS ON FILE
DR MATTHIEU GAUDET	ADDRESS ON FILE
DR MEAGHAN OBRIEN PROFESSIONAL	ADDRESS ON FILE
DR NICHOLAS FINN ET EVE ST HILAIRE	ADDRESS ON FILE
DR OTHMAN MEDICAL PROF CORP	3261 MONTAGUE STREET, REGINA, SK S4S 1Z8, CANADA
DR PETER ALFRED LEWITT	ADDRESS ON FILE
DR R CHEN MEDICINE PROFESSIONAL	ADDRESS ON FILE

DR ROBERT JOSSE	ADDRESS ON FILE
DR SARIT ASSOULINE	ADDRESS ON FILE
DR SHELLY WEISS	ADDRESS ON FILE
DR THIEN THANH DANG VU	ADDRESS ON FILE
DR TIANYAN CHEN	ADDRESS ON FILE
DR WAYNE W LAI INC	ADDRESS ON FILE
DR. JASON LEE	ADDRESS ON FILE
DRE GENEVIEVE HUARD INC	705 PACIFIQUE DUPLESSIS, BOUCHERVILLE, QC J4B 7V7, CANADA
DRE LOUIS GEORGES STE MARIE INC	ADDRESS ON FILE
DRE MARIE CLAUDE AUDET	ADDRESS ON FILE
DRINKER BIDDLE & REATH LLP	ONE LOGAN SQUARE STE 2000, PHILADELPHIA, PA 19103-6996, UNITED STATES
DSM NUTRITIONAL PRODUCTS LLC	DSM NUTRITIONAL PRODUCTS, 3927 COLLECTION CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
DTE ENERGY COMPANY	ACCT 910040920969, PO BOX 740786, CINCINNATI, OH 45274-0786, UNITED STATES
UCERA PARTNERS LLC	11 TIMES SQUARE FLOOR 36, NEW YORK, NY 10036, UNITED STATES
DUFFY & YOUNG	96 BROAD ST, CHARLESTON, SC 29401, UNITED STATES
DUN AND BRADSTREET INC	DUN AND BRADSTREET, PO BOX 75434, CHICAGO, IL 60675-5434, UNITED STATES
DWK LIFE SCIENCES LLC	DEPT CH 17166, PALATINE, IL 60055-7166, UNITED STATES
DWMRC HOLDINGS INC DBA MRC	10550 RICHMOND AVENUE SUITE 310, HOUSTON, TX 77042, UNITED STATES
DYCEM CORPORATION	33 APPIAN WAY, SMITHFIELD, RI 02917, UNITED STATES
DYMAX CORPORATION	318 INDUSTRIAL LANE, TORRINGTON, CT 06790, UNITED STATES
DYVENTIVE INC	RENTACOM INC, 1170 WHEELER WAY STE 150, LANGHORNE, PA 19047, UNITED STATES
DZ CONSULTANT INC	4250 SEGUIN, LAVAL, QC H7R 2V1, CANADA
E MAYHEM LLC	15403 SURREY LN, LA MIRADA, CA 90638, UNITED STATES
EAGILE INCORPORATED	1880 TURNER AVE NW SUITE A, GRAND RAPIDS, MI 49504, UNITED STATES
EAST WHITELAND TOWNSHIP	209 CONESTOGA ROAD, FRAZER, PA 19355, UNITED STATES
EASTERN CONTROLS INC OF PA	3866 PROVIDENCE ROAD, EDGE MONT, PA 19028, UNITED STATES
EASTMAN AND SMITH LTD	PO BOX 10032, TOLEDO, OH 43699-0032, UNITED STATES
ECOLAB INC	PO BOX 32027, NEW YORK, NY 10087-2027, UNITED STATES
ECONDISC - ESI PBM	ECONDISC CONTRACTING SOLUTIONS LLC, CHICAGO, IL 60673-1255
ECONDISC-RETAIL	25522 NETWORK PLACE, CHICAGO, IL 60673-1255
ECOVADIS SAS	43 AVENUE DE LA GRANDE ARMEE, PARIS, FRANCE
EDGEWORTH ECONOMICS LLC	1111 19TH STREET NW SUITE 200, WASHINGTON, DC 20036, UNITED STATES
EDS-DELAWARE STATE REB PROGRAM	645 PAPER MILL RD STE 1015, NEWARK, DE 19711
EDWARD D WANG	ADDRESS ON FILE
EE LIMITED	PO BOX 238, SHEFFIELD, UNITED KINGDOM
EFFEKT SA	2 RUE ALBERT 1ER, LUXEMBOURG, LUXEMBOURG
EIGEN X LLC	170 N RADNOR CHESTER RD STE 150, RADNOR, PA 19087, UNITED STATES
EIRCOM	2022 BIANCONI AVENUE, CITYWEST BUSINESS CAMPUS, DUBLIN 24, IRELAND (EIRE)
ELECTRONIC DATA INC	C O ARORA ENGINEERS INC, 61 WILMINGTON WEST CHESTER PIKE, CHADDS FORD, PA 19317, UNITED STATES
ELECTRONIC SECURITY CORP OF AMERICA	254 FAIRVIEW ROAD, WOODLYN, PA 19094, UNITED STATES
ELEMENT FLEET MANAGEMENT INC	STATION A PO BOX 57419, TORONTO, ON M5W 5M5, CANADA
ELEMENT MATERIALS TECHNOLOGY CANADA	INC, 2395 SPEAKMAN DRIVE, MISSISSAUGA, ON L5K 1B3, CANADA
ELEVEN CANTERBURY LLC	PO BOX 111001, NAPLES, FL 34108, UNITED STATES
ELITE EXPRESS	9201 RIVER ROAD, PENNSAUKEN, NJ 08110, UNITED STATES
ELLIQO HEALTH RESEARCH INC	11612 BEE CAVE RD BLDG 1 STE 150, AUSTIN, TX 78738, UNITED STATES
ELSEVIER CANADA	2400 CHEMIN LUCERNE STE 392, MONT ROYAL, QC H3R 2J8, CANADA
ELSEVIER INC	PO BOX 9533, NEW YORK, NY 10087-9533, UNITED STATES
ELVINGER HOSS AND PRUSSEN	2 PLACE WINSTON CHURCHILL, LUXEMBOURG, LUXEMBOURG
EMD MILLIPORE CORPORATION	25760 NETWORK PLACE, CHICAGO, IL 60673-1257, UNITED STATES
EMERGENT BIODEFENSE OPS LANSING LLC	EMERGENT BIOSOLUTIONS INC, 3500 N MARTIN LUTHER KING JR BLVD, LANSING, MI 48906, UNITED STATES
EMILY Y DENNEY DBA EYD	ADDRESS ON FILE
ENTREPRISES IMPORTFAB INC	50 HYMUS BLVD, POINTE CLAIRE, QC H9R 1C9, CANADA
ENV SERVICES INC	C/O MUNICIPAL AUTH OF S HEIDELBERG, PO BOX 37836, BALTIMORE, MD 21297-7836, UNITED STATES
ENVIGO RMS LLC	INOTIV INC, 3565 PAYSAPHERE CIRCLE, CHICAGO, IL 60674, UNITED STATES
ENVISION PHARMA INC	75 KINGS HIGHWAY CUT OFF, FAIRFIELD, CT 06824, UNITED STATES
EPHARMASOLUTIONS LLC	WCG CLINICAL SERVICES INC, 1 IMS DRIVE STE 200, PLYMOUTH MEETING, PA 19462, UNITED STATES
EPIC PHARMACIES INC	5024 CAMPBELL BLVD., SUITE R, NOTTINGHAM, MD 21236
EPILEPSY CANADA	3250 BLOOR ST W EAST TOWER STE 600, TORONTO, ON M8X 2X9, CANADA
EPILEPSY STUDY CONSORTIUM INC	12030 SUNRISE VALLEY DRIVE STE 450, RESTON, VA 20191, UNITED STATES
EQUITEK EMPLOYMENT EQUITY SOLUTIONS	2506084 ONTARIO INC, 639 DUPONT STREET STE 508, TORONTO, ON M6G 1Z4, CANADA
EQUUS INVESTMENT PARTNERSHIP XI LP	IPXI 1400 ATWATER INVESTORS LLC, 3843 WEST CHESTER PIKE, NEWTOWN SQUARE, PA 19073, UNITED STATES
ERG HOLDING COMPANY LLC	DEPT 5614 PO BOX 790126, ST LOUIS, MO 63179-0126, UNITED STATES
ERI ECONOMIC RESEARCH INSTITUTE INC	PO BOX 3524, SEATTLE, WA 98124, UNITED STATES
ERLAB INC	388 NEWBURYPORT TURNPIKE, ROWLEY, MA 10969, UNITED STATES
ERNST AND YOUNG BELASTINGADVISEURS	LLP, BOOMPJES 258, 12, ROTTERDAM, NETHERLANDS
ERNST AND YOUNG BUSINESS ADVISORS	HARCOURT CENTRE HARCOURT ST, DB, DUBLIN, IRELAND (EIRE)
ERNST AND YOUNG CYPRUS LTD	6 STASINOS AVENUE, NICOSIA, CYPRUS
ERNST AND YOUNG LLP	PO BOX 57104 POSTAL STATION A, TORONTO, ON M5W 5M5, CANADA
ERNST AND YOUNG SOCIETE ANONYME	35E AVENUE JOHN F KENNEDY, LU, LUXEMBOURG, LUXEMBOURG
ERNST AND YOUNG TAX ADVISORY	SERVICES SARL, 35E JOHN F KENNEDY AVE, LUXEMBOURG, LUXEMBOURG
ERNST AND YOUNG US LLP	PO BOX 640382, PITTSBURGH, PA 15264-0382, UNITED STATES
ESS TECHNOLOGIES INC	3160 STATE STREET, BLACKSBURG, VA 24060, UNITED STATES
ETRADE FINANCIAL CORPORATE SERVICES	INC, 671 N GLEBE ROAD, ARLINGTON, VA 22203, UNITED STATES
EUFOPINS LANCASTER LABORATORIES INC	PO BOX 1446, CAROL STREAM, IL 60132-1446, UNITED STATES
EUROPEAN MEDICINES AGENCY	EMEA, DOMENICO SCARLATTILAN 6, AMSTERDAM, NETHERLANDS
EVERCORE BD INVESTCO LLC	EVERCORE GROUP LLC, 55 E 52ND ST, NEW YORK, NY 10055, UNITED STATES
EVEREST NATIONAL INSURANCE COMPANY	PO BOX 409872, COLLEGE PARK, GA 30349, UNITED STATES
EVERSHEDS SUTHERLAND (NETHERLANDS)	BV, DE CUSERSTRAAT 91, AMSTERDAM, NETHERLANDS
EVIDERA INC	929 NORTH FRONT STREET, WILMINGTON, NC 28401-3331, UNITED STATES
EVOLUTION SCIENTIFIC INC	4030 SKYRON DRIVE, DOYLESTOWN, PA 18902, UNITED STATES
EVOQUA WATER TECHNOLOGIES LLC	EWT HOLDINGS III CORP, 28563 NETWORK PLACE, CHICAGO, IL 60673-1285, UNITED STATES
EXPRESS SCRIPTS INC	ONE EXPRESS WAY, SAINT LOUIS, MO 63121
EXPRESS SERVICES INC	EXPRESS EMPLOYMENT PROFESSIONALS, PO BOX 535434, ATLANTA, GA 30353-5434, UNITED STATES
FABSKIN MD MEDICAL CORPORATION	1050 UNIVERSITY AVE SUITE E 107-1, SAN DIEGO, CA 92103, UNITED STATES
FARAMO INC	281 RUE ALEXANDRA, GRANBY, QC J2H 1J4, CANADA
FARRELL WHITE AND LEGG PLLC	914 FIFTH AVE PO BOX 6457, HUNTINGTON, WV 25772-6457, UNITED STATES
FASKEN MARTINEAU DUMOULIN	BAY ADELAIDE CENTER, 333 BAY ST STE 2400 PO BOX 20, TORONTO, ON M5H 2T6, CANADA
FEARS NACHAWATI PLLC IOLTA	5473 BLAIR ROAD, DALLAS, TX 75231

FEDERAL AGENCY FOR MEDICINES AND	HEALTH PRODUCTS (FAMHP), AVENUE GALILEE 5/03, BRUSSELS, BELGIUM
FEDERAL EXPRESS CORPORATION	PO BOX 371461, PITTSBURGH, PA 15250-7461, UNITED STATES
FEDEX CUSTOM CRITICAL	PO BOX 645135, PITTSBURGH, PA 15264-5135, UNITED STATES
FEDEX FREIGHT	PO BOX 223125, PITTSBURGH, PA 15251-2125, UNITED STATES
FHSC-SC DRUG REBATE	PO BOX 60009, CHARLOTTE, SC 28260-0009
FINANCIAL ACCOUNTING FOUNDATION	FINANCIAL ACCOUNTING STANDARDS, BOARD, PO BOX 418272, BOSTON, MA 02241-8272, UNITED STATES
FINANCIAL SCIENCES CORPORATION	111 TOWN SQUARE PLACE, JERSEY CITY, NJ 07310, UNITED STATES
FINE SURGICAL INSTRUMENTS INC	50-54 POLK AVE, HEMPSTEAD, NY 11550, UNITED STATES
FINGERPAINT MARKETING INC	PO BOX 27025, RICHMOND, VA 27025, UNITED STATES
FIRE PROTECTION SERVICES LLC	PO BOX 64456, SOUDERTON, PA 18964, UNITED STATES
FIRST CHOICE COOPERATIVE	3200 TROUP HWY STE 250, TYLER, TX 75701
FIRST CHOICE ELECTRIC INC	34 OVERLOOK DRIVE, JACKSON, NJ 08527, UNITED STATES
FISH AND RICHARDSON PC	ONE MARINA PARK DRIVE, BOSTON, MA 02210-1878, UNITED STATES
FISHER CLINICAL SERVICES INC	7554 SCHANTZ ROAD, ALLENTOWN, PA 18106, UNITED STATES
FISHER SCIENTIFIC COMPANY LLC	13551 COLLECTIONS CTR DR, CHICAGO, IL 60693, UNITED STATES
FISHMAN HAYGOOD LLP	201 ST CHARLES AVE STE 4600, NEW ORLEANS, LA 70170, UNITED STATES
FLEXPRINT INTERMEDIATE LLC/FLO TECH	LLC, 2845 N OMAHA STREET, MESA, AZ 85215, UNITED STATES
FLEXPRO GROUP LLC	1787 SENTRY PARKWAY BLDG 16 STE 130, BLUE BELL, PA 19422, UNITED STATES
FLORENCE CORREAL	Address on File
FLORIDA OPIOID SETTLEMENT FUND ENDO	CO WILM TRUST AS SET FUND ADMIN, 1100 N MARKET ST, WILMINGTON, DE 19890
FLORIDA UROLOGICAL SOCIETY	1100 E WOODFIELD RD SUITE 350, SCHAUMBURG, IL 60173, UNITED STATES
FLUIDEDGE CONSULTING LLC	10 MYSTIC LANE, MALVERN, PA 19355, UNITED STATES
FLUKE ELECTRONICS CORPORATION	7272 COLLECTION CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
FLUTED PARTITION INC	850 UNION AVE, BRIDGEPORT, CT 06607, UNITED STATES
FOLEY & LARDNER LLP	777 EAST WISCONSIN AVENUE, MILWAUKEE, WI 53202, UNITED STATES
FOLEY INC	PO BOX 787132, PHILADELPHIA, PA 19178-7132, UNITED STATES
FONDATION ARMAND FRAPPIER	531 BOUL DES PRAIRIES, LAVAL, QC H7V 1B7, CANADA
FONDATION DU CENTRE HOSPITALIER	DE L'UNIVERSITE DE MONTREAL, 1000 RUE SAINT DENIS, MONTREAL, QC H2X 0C1, CANADA
FOOT AND ANKLE CENTER OF IL PC	2921 MONTVALE DRIVE, SPRINGFIELD, IL 62704, UNITED STATES
FORWARD AIR INC	DEPT 888155, KNOXVILLE, TN 37995-0001, UNITED STATES
FOX SMITH LLC	ONE SOUTH MEMORIAL DR 12TH FL, ST LOUIS, MO 63102-2439, UNITED STATES
FRANKEL WYRON LLP	2101 L STREET NW STE 800, WASHINGTON, DC 20037, UNITED STATES
FRANZ ZIEL USA INC	3049 SOUTHCROSS BLVD SUITE 100, ROCK HILL, SC 29730, UNITED STATES
FRESENIUS KABI USA LLC	THREE CORPORATE DRIVE, LAKE ZURICH, IL 60047, UNITED STATES
FRONTAGE LABORATORIES INC	700 PENNSYLVANIA DRIVE, EXTON, PA 19341, UNITED STATES
FRONTIER DISTRIBUTING INC	PO BOX 458, OXFORD, MI 48371, UNITED STATES
FRONTLINE SERVICES II INC	9 HOPE LANE PO BOX 1047, EASTSOUND, WA 98245, UNITED STATES
FTI CONSULTING INC	PO BOX 418005, BOSTON, MA 02241-8005, UNITED STATES
FUKUNAGA MATAYOSHI	HERRERA LLP, 841 BISHOP STREET STE 1200, HONOLULU, HI 96813, UNITED STATES
FUTURO CLINICAL TRIALS LLC	JOSEPH M CAPORUSSO DPM, 812 LINDBERG AVENUE, MCALLEN, TX 78501, UNITED STATES
GA MCO MEDICAID	PO BOX 734669, DALLAS, TX 75373-1426
GAD CONSULTING SERVICES	SHAYNE C GAD, 4008 BARRETT DRIVE STE 201, RALEIGH, NC 27609, UNITED STATES
GALCO INDUSTRIAL ELECTRONICS INC	L 4061, COLUMBUS, OH 43260-4061, UNITED STATES
GALLOUP/FORBERG SMITH/MERLO	PO BOX 671121, DETROIT, MI 48267-1121, UNITED STATES
GANADO ADVOCATES	171 OLD BAKERY STREET, VALLETTA, MALTA
GARTNER INC	PO BOX 911319, DALLAS, TX 75391-1319, UNITED STATES
GARTNER IRELAND LIMITED	2 PARK PLACE UPPER HATCH STREET, DUBLIN, IRELAND (EIRE)
GATE SOFTWARE INC	8400 E PRENTICE AVE STE 1500, GREENWOOD VILLAGE, CO 80111, UNITED STATES
GATEWAY CLINICAL TRIALS LLC	717 INSIGHT AVE STE 100, OFALLON, IL 62269, UNITED STATES
GENESIS RESEARCH LLC	PO BOX 33865, SAN DIEGO, CA 92163-3865, UNITED STATES
GENFACT (UK) LIMITED	5 MERCHANT SQUARE 5TH FL, LO, LONDON, UNITED KINGDOM
GENSERVE LLC	100 NEWTOWN ROAD, PLAINVIEW, NY 11803, UNITED STATES
GENUS LIFESCIENCES INC	514 N 12TH STREET, ALLENTOWN, PA 18102, UNITED STATES
GENVION CORPORATION	500 CAMIEL SYS STREET, WINNIPEG, MB R2J 4K2, CANADA
GEORGIA BOARD OF PHARMACY	2 PEACH TREE STREET NW 6TH FL, ATLANTA, GA 30303, UNITED STATES
GEORGIA DEPT MED ASSIST	PO BOX 734668, DALLAS, TX 75373
GERALDINE KENNEDY	ADDRESS ON FILE
GERIMED	9707 SHELBYVILLE ROAD, LOUISVILLE, KY 40223
GERRESHEIMER GLASS INC	537 CRYSTAL AVENUE, VINELAND, NJ 08360, UNITED STATES
GETINGE USA SALES LLC	PO BOX 775436, CHICAGO, IL 60677-5436, UNITED STATES
GFL ENVIRONMENTAL SERVICES INC	100 NEW PARK PLACE, 500, VAUGHAN, ON L4K 0H9, CANADA
GIBBONS PC	ONE GATEWAY CENTER, NEWARK, NJ 07102-5310, UNITED STATES
GIBSON DUNN AND CRUTCHER LLP	333 SOUTH GRAND AVENUE, LOS ANGELES, CA 90071-3197, UNITED STATES
GIC LLC DBA GIC THERMODYNAMICS	12575 US 31 N, CHARLEVOIX, MI 49720, UNITED STATES
GLAND PHARMA LIMITED	DP PALLY DUNDIGAL POST, DUNDIGAL GANDIMAISAMMA MANDAL, MEDCHAL MALKAJGIRI DISTRICT, HYDERABAD, INDIA
GLASS LEWIS AND CO LLC	255 CALIFORNIA ST STE 1100, SAN FRANCISCO, CA 94111, UNITED STATES
GLOBAL EXPERIENCE SPECIALISTS INC	C/O BANK OF AMERICA, PO BOX 96174, CHICAGO, IL 60693-6174, UNITED STATES
GLOBAL LIFE SCIENCES SOLUTIONS USA	LLC, 100 RESULTS WAY, MARLBOROUGH, MA 01752, UNITED STATES
GLOBAL SYSTEMS INTEGRATORS INC	333 OLD TARRYTOWN RD, WHITE PLAINS, NY 10603, UNITED STATES
GLOBAL TAX MANAGEMENT INC	656 E SWEDSFORD ROAD STE 200, WAYNE, PA 19087, UNITED STATES
GOLD SKIN CARE CENTER	2000 RICHARD JONES RD STE 220, NASHVILLE, TN 37215, UNITED STATES
GOLDEN STATE MEDICAL SUPPLY INC	5187 CAMINO RUIZ, CAMARILLO, CA 93012
GOLKOW LITIGATION SERVICES LLC	1650 MARKET ST STE 5150, PHILADELPHIA, PA 19103, UNITED STATES
GOOD FOOD STORE LTD	SERPENTINE AVE UNIT 2B, DB, BALLSBRIDGE, IRELAND (EIRE)
GOODMANS LLP	333 BAY STREET SUITE 3400, TORONTO, ON M5H 2S7, CANADA
GOOLD HEALTH SYSTEMS	PO BOX 1090, AUGUSTA, ME 04332-1090
GORDON MAINTENANCE SERVICES INC	33B TEC ST, HICKSVILLE, NY 11801, UNITED STATES
GP PHARM SA	PL ELS VINYETS ELS FOGARS 2, CTRA COMARCAL C 244 KM 22, SANT QUINTI DE MEDIONA, SPAIN
GRAINGER	DEPT 871803979, PALATINE, IL 60038-0001, UNITED STATES
GRANTEK SYSTEMS INTEGRATION CORP	1651 N CEDAR CREST BLVD STE 205, ALLENTOWN, PA 18104-2316, UNITED STATES
GRAPHIC PRODUCTS INC	PO BOX 4030, BEAVERTON, OR 97076, UNITED STATES
GRAPHIPAD SOFTWARE LLC	DEPT LA 24959, PASADENA, CA 91185-4959, UNITED STATES
GRAVEL EXPERIENTIAL LLC	3321 N HOYNE AVE, CHICAGO, IL 60618, UNITED STATES
GRAY MATTER SYSTEMS LLC	100 GLOBAL VIEW DRIVE STE 200, WARRENDALE, PA 15086, UNITED STATES
GREENFIELD GLOBAL USA INC	DEPARTMENT 267501 PO BOX 67000, DETROIT, MI 48267-2675, UNITED STATES
GREGORY A BRODERICK	ADDRESS ON FILE
GRENKE LTD	Q HOUSE SUITE 306, DB, DUBLIN, IRELAND (EIRE)
GRIFFIN PEST SOLUTIONS	RENTOKIL NORTH AMERICA INC, 3001 E KILGORE RD, KALAMAZOO, MI 49001, UNITED STATES

GRIGG BOX LLC	PO BOX 735, MONROE, MI 48161-0735, UNITED STATES
GRONINGER AND CO GMBH	HOFAECKERSTR 9, 08, CRAILSHEIM, GERMANY
GRONINGER USA LLC	14045 SOUTH LAKES DR, CHARLOTTE, NC 28273, UNITED STATES
GROUPE DIVERTISSEMENT DIRECT SENC	45 STIRLING AV SUITE 301, LASALLE, QC H8R 3N9, CANADA
GROWTH INC	DBA SIR SPEEDY OF NEWARK, 311 RUTHAR DRIVE, NEWARK, DE 19711, UNITED STATES
GS1 US INC	DEPT 781271 PO BOX 78000, DETROIT, MI 48278-1271, UNITED STATES
GTT COMMUNICATIONS INC	GTT AMERICAS LLC, PO BOX 842630, DALLAS, TX 75284-2630, UNITED STATES
GUARANTEED FOLIAGE INC	PO BOX 297, LEDERACH, PA 19450, UNITED STATES
GUARDIAN CSC	6000 SUSQUEHANNA PLAZA DRIVE, YORK, PA 17406, UNITED STATES
GUIDEMARK HEALTH INC	211 COLLEGE RD EAST, PRINCETON, NJ 08540, UNITED STATES
GUIDEPOINT SECURITY LLC	PO BOX 844716, BOSTON, MA 02284-4716, UNITED STATES
GVE GLOBAL VISION INC	16800 RTE TRANS CANADA, KIRKLAND, QC H9H 4M7, CANADA
GYMA LABORATORIES OF AMERICA INC	210 CROSSWAYS PARK DR STE 100, WOODBURY, NY 11590, UNITED STATES
HACKENSACK UNIVERSITY MEDICAL CTR	HMH HOSPITALS CORPORATION, 20 PROSPECT AVE STE 100, HACKENSACK, NJ 07601, UNITED STATES
HALL ANSLEY PC	3275 EAST RIDGEVIEW, SPRINGFIELD, MO 65804, UNITED STATES
HALO BRANDED SOLUTIONS INC	HALO RECOGNITION, 3182 MOMENTUM PLACE, CHICAGO, IL 60689-5331, UNITED STATES
HALO PHARMACEUTICAL CANADA INC	DBA CAMBEX MIRABEL, 17800 LAPOINTE STREET, MIRABEL, QC J7J 0W8, CANADA
HANGMAN	THE TARA BUILDINGS, TARA STREET, DUBLIN, IRELAND (EIRE)
HARGROVE AND ASSOCIATES INC	20 S ROYAL STREET, MOBILE, AL 36602, UNITED STATES
HARRINGTON INDUSTRIAL PLASTICS LLC	PO BOX 676273, DALLAS, TX 75267-6273, UNITED STATES
HAWAII DEPT OF TAX	830 PUNCHBOWL ST, HONOLULU, HI 96813
HAWLEY TROXELL ENNIS AND HAWLEY	PO BOX 1617, BOISE, ID 83701-1617, UNITED STATES
HAYSTACK NEEDLE LLC	2280 EIGHTH AVENUE SUITE 10B, NEW YORK, NY 10027, UNITED STATES
HB FRAZER COMPANY PENNSYLVANIA	300 OPPORTUNITY WAY, PHOENIXVILLE, PA 19460, UNITED STATES
HC PHARMACY CENTRAL INC	3175 EAST CARSON STR. SUITE 200, PITTSBURGH, PA 15203
HCC INC DBA HIRE COUNSEL	360 LEXINGTON AVENUE 11TH FL, NEW YORK, NY 10017, UNITED STATES
HEALEY FIRE PROTECTION INC	134 NORTHPOINTE DR, ORION, MI 48359-1863, UNITED STATES
HEALXGLOBAL INC	13801 FNB PARKWAY, OMAHA, NE 68154, UNITED STATES
HEALTH PRODUCTS REGULATORY AUTH	EARLSFORT CENTRE EARLSFORT TERR, DB, DUBLIN, IRELAND (EIRE)
HEALTH PRODUCTS STEWARDSHIP	ASSOCIATION, 3800 STEELES AVE W, 301A, WOODBRIDGE, ON L4L 4G9, CANADA
HEALTH RESEARCH, INC.	EMPIRE STATION - PO BOX 2052, ALBANY, NY 12220-0052
HEALTH SCIENCES CENTRE FOUNDATION	INC, HEALTH SCIENCES CENTRE, 820 SHERBROOK STREET STE GF 543, WINNIPEG, MB R3A 1A9, CANADA
HEALTH TRUST PURCHASING GROUP LP	POB 751576, CHARLOTTE, NC 28275-1576
HEALTHCARE ALLIANCE GROUP LLC	101 LAUREL ROAD, VOORHEES, NJ 08043, UNITED STATES
HEALTHY INC	PO BOX 780, JERICHO, NY 11753, UNITED STATES
HEALTHPRO PROCUREMENT SERVICES INC	5770 HURONTARIO ST SUITE 902, MISSISSAUGA, ON L5R 3G5, CANADA
HEIDI SADECKY COACHING AND	CONSULTING LLC, 214 TRINITY DR, MCMURRAY, PA 15317, UNITED STATES
HEISE SUAREZ MELVILLE	1600 PONCE DE LEON BLVD STE 1205, CORAL GABLES, FL 33134, UNITED STATES
HIBBERT GROUP	LOCKBOX 41765 PO BOX 8500, PHILADELPHIA, PA 19178, UNITED STATES
HIBCC HEALTH INDUSTRY BUSINESS	COMMUNICATIONS COUNCIL, PO BOX 29650 DEPT 880159, PHOENIX, AZ 85038-9650, UNITED STATES
HIBERNIA SERVICES LTD	TA EVROS, HIBERNIA HOUSE, CHERRYWOOD BUSINESS PARK, LOUGHLINSTOWN, IRELAND (EIRE)
HIGHMARK INC	120 FIFTH AVENUE, PITTSBURGH, PA 15222, UNITED STATES
HIRERIGHT LLC	3349 MICHELSON DR STE 150, IRVINE, CA 92612, UNITED STATES
HIREVUE INC	10876 S RIVER FRONT PKWY STE 500, SOUTH JORDAN, UT 84095, UNITED STATES
HM REVENUE AND CUSTOMS	RUBY HOUSE 8 RUBY PLACE, ABERDEEN, UNITED KINGDOM
HOLLAND APPLIED TECHNOLOGIES INC	7050 HIGH GROVE BLVD, BURR RIDGE, IL 60527, UNITED STATES
HOMANS PECK	1835 MARKET ST STE 1050, PHILADELPHIA, PA 19103, UNITED STATES
HOMWOOD SANTE	640 RUE SAINT PAUL OUEST STE 400, MONTREAL, QC H3C 1L9, CANADA
HOPE CLINICAL DEVELOPMENT LLC	NEW HOPE RESEARCH DEVELOPMENT, 16315 WHITTIER BLVD STE 103, WHITTIER, CA 90603, UNITED STATES
HORIZON CLINICAL RESEARCH	SCOTT A HACKER MD MEDICAL CORP, BLDG 3 STE 259, 5565 GROSSMONT CTR DR, LA MESA, CA 91942, UNITED STATES
HORIZON CLINICAL RESEARCH LLC	1240 HIGHWAY 54 BLDG 600 STE 602, FAYETTEVILLE, GA 30214, UNITED STATES
HORSHAM WATER AND SEWER AUTHORITY	617 HORSHAM ROAD, HORSHAM, PA 19044, UNITED STATES
HOSPICE PROVIDER GROUP	5420 CICERONE STREET #101, SARASOTA, FL 34238
HOULIHAN LOKEY CAPITAL INC	10250 CONSTELLATION BLVD 5TH FL, LOS ANGELES, CA 90067, UNITED STATES
HOVIONE PHARMASCIENCE LIMITED	ESTR CORONEL NICOLAU DE MESQUITA, MACAU, CHINA
HRM RECRUITMENT LTD	47 FITZWILLIAM SQ, DB, DUBLIN, IRELAND (EIRE)
HU FRIEDY MFG CO LLC	PO BOX 7410205, CHICAGO, IL 60674-0205, UNITED STATES
HUDSON TICE LLC	90 MATAWAN ROAD SUITE 103, MATAWAN, NJ 07747, UNITED STATES
HUESTON HENNIGAN	523 WEST 6TH STREET 400, LOS ANGELES, CA 90014-1208, UNITED STATES
HUMAN GROWTH FOUNDATION	997 GLEN COVE AVENUE SUITE 5, GLEN HEAD, NY 11545, UNITED STATES
HUMANA PHARMACY SOLUTIONS INC	500 WEST MAIN STREET - 4TH FLOOR, LOUISVILLE, KY 40201
HUSCH BLACKWELL	PO BOX 790379, SAINT LOUIS, MO 63179-0379, UNITED STATES
ICE SYSTEMS INC DBA PROXYTRUST	PO BOX 11126, HAUPPAUGE, NY 11788, UNITED STATES
ICON CLINICAL RESEARCH LTD	LEOPARDSTOWN, SOUTH COUNTY BUSINESS PARK, DUBLIN, IRELAND (EIRE)
ICORE HEALTHCARE	6870 SHADOWRIDGE DR, ORLANDO, FL 32812
ICU MEDICAL SALES INC	PO BOX 848908, LOS ANGELES, CA 90084-8908, UNITED STATES
IDAHO DEPT OF HEALTH AND WELFARE	11013 W BROAD STREET STE 500, GLEN ALLEN, VA 23060
IDAHO UROLOGIC INSTITUTE PA	2855 E MAGIC VIEW DR, MERIDIAN, ID 83642, UNITED STATES
IDIGITAL INTERNET INC	PO BOX 28011 WEST PENDER PO, VANCOUVER, BC V6C 3T7, CANADA
ILC DOVER LP	ONE MOONWALKER ROAD, FREDERICA, DE 19946, UNITED STATES
ILD CONSULTING LLC DBA ILD RESEARCH	CENTER LLC, 5005 DEL MAR MESA RD, SAN DIEGO, CA 92130, UNITED STATES
ILLINOIS DEPARTMENT OF	PO BOX 19107, SPRINGFIELD, IL 62794-9106
ILLINOIS DEPARTMENT OF REVENUE	PO BOX 19045, SPRINGFIELD, IL 62794-9045
ILLUMINATE INCORPORATED	477 HARRISON AVENUE SUITE 2B, BOSTON, MA 02118, UNITED STATES
IMA LIFE NORTH AMERICA INC	88703 EXPEDITE WAY, CHICAGO, IL 60695-1700, UNITED STATES
IMAGINE RESEARCH OF PALM BEACH	COUNTY, 709 S FEDERAL HIGHWAY SUITE 2, BOYNTON BEACH, FL 33435, UNITED STATES
IMCD SWITZERLAND AG	HUFGASSE 10, ZURICH, SWITZERLAND
IMCD US LLC	PO BOX 5168, CAROL STREAM, IL 60197-5168, UNITED STATES
IMEG CORP	623 26TH AVE, ROCK ISLAND, IL 61201, UNITED STATES
IMPACT DIMENSIONS INC	725 HYLTON ROAD, PENNSAUKEN, NJ 08110, UNITED STATES
IMPACT TRIAL CONSULTING LLC	8875 HIDDEN RIVER PARKWAY STE 300, TAMPA, FL 33637, UNITED STATES
IMPRES INC	1165 FRANKLIN BLVD UNIT J, CAMBRIDGE, ON N1R 8E1, CANADA
IMPRIMERIE LEMPREINTE INC	4177 BOULEVARD INDUSTRIEL, LAVAL, QC H7L 0G7, CANADA
IN RE NATIONAL PRESCRIPTION OPIATE	LITIGATION FEE FUND, C/O GREGGORY L DANTIO, 835 SHARON DRIVE STE 100, WESTLAKE, OH 44145, UNITED STATES
INDEED INC	MAILCODE 5160 PO BOX 660367, DALLAS, TX 75266-0367, UNITED STATES
INDIANA MEDICAID DRUG REBATES	131 S DEARBORN E FL, CHICAGO, IL 60603
INDIGENOUS SERVICES CANADA	ROOM 974C TUNNEYS PASTURE, 200 EGLANTINE DRWY #1909C, OTTAWA, ON K1A 0K9, CANADA
INDUSTRIAL DYNAMICS CO LTD	DBA FILTEC LTD, PO BOX 2945, TORRANCE, CA 90509-2945, UNITED STATES

INDUSTRIAL TECHNOLOGY INSTITUTE	MICHIGAN MANUFACTURING TECH CTR, 45501 HELM STREET, PLYMOUTH, MI 48170, UNITED STATES
INFORMA BUSINESS INTELLIGENCE INC	PO BOX 415214, BOSTON, MA 02241-5214, UNITED STATES
INFOTRAC INC	200 NORTH PALMETTO STREET, LEESBURG, FL 34748, UNITED STATES
INMAR RX SOLUTIONS INC	PO BOX 752176, CHARLOTTE, NC 28275-2176, UNITED STATES
INNOMAR STRATEGIES INC	3470 SUPERIOR COURT, OAKVILLE, ON L6L 0C4, CANADA
INNOVATIVE BIOPHARMA LLC	1905 15TH STREET PO BOX 1129, BOULDER, CO 80306, UNITED STATES
INNOVATIVE DEVELOPMENT LLC	18 MAINLAND RD, HARLEYSVILLE, PA 19438, UNITED STATES
INSIGHT GLOBAL LLC	PO BOX 198226, ATLANTA, GA 30384, UNITED STATES
INSIGNIAM LLC	301 WOODBINE AVENUE, NARBERTH, PA 19072, UNITED STATES
INSTITUTE FOR WORKPLACE EQUALITY	1920 I ST NW, WASHINGTON, DC 20006, UNITED STATES
INTALERE INC	TWO CITY PLACE DR STE 400, ST LOUIS, MO 63141
INTEGRATED ANALYTICAL LABORATORIES	LLC, 273 FRANKLIN ROAD, RANDOLPH, NJ 07869, UNITED STATES
INTEGRATED SERVICE SOLUTIONS INC	1565 BUSTARD ROAD, LANSDALE, PA 19446, UNITED STATES
INTEMPIO LLC	630 BIERY'S BRIDGE ROAD, BETHLEHEM, PA 18017, UNITED STATES
INTERCHEM CORPORATION	120 ROUTE 17 NORTH SUITE 115, PARAMUS, NJ 07652, UNITED STATES
INTERNAL REVENUE SERVICE	1111 CONSTITUTION AVENUE NORTHWEST, WASHINGTON, DC 20224
INTERNAP CORPORATION	250 WILLIAMS STREET STE E 100, ATLANTA, GA 30303-6002, UNITED STATES
INTERNATIONAL ONCOLOGY NETWORK	3101 GAYLORD PARKWAY, FRISCO, TX 75034
INTERNOVA HOLDINGS/TRAVEL LEADERS	CORPORATE LLC, 3033 CAMPUS DRIVE STE W320, PLYMOUTH, MN 55441, UNITED STATES
INTERSPOND LLC	25 TURNWOOD CIRCLE, VERONA, WI 53593, UNITED STATES
INTERSTATE WASTE SERVICES INC	PO BOX 554744, DETROIT, MI 48255, UNITED STATES
INTERTOIX INC	600 STEWART STREET STE 1101, SEATTLE, WA 98101, UNITED STATES
INTRADO DIGITAL MEDIA LLC	11808 MIRACLE HILLS DR, OMAHA, NE 68154, UNITED STATES
INTRADO ENTERPRISE COLLABORATION	11808 MIRACLE HILLS DR, OMAHA, NE 68154, UNITED STATES
INTRINSIK LTD	1608 PACIFIC AVENUE SUITE 201, VENICE, CA 90291, UNITED STATES
INVESTIGATE MD LLC	ADDRESS ON FILE
IOWA BOARD OF PHARMACY	400 SW 8TH STREET SUITE E, DES MOINES, IA 50309-4688, UNITED STATES
IOWA MEDICAID ENTERPRISE DRUG REBAT	DRUG REB PO BOX 310195, DES MOINES, IA 50331-0195
IOWA UROLOGICAL SOCIETY	1100 E WOODFIELD RD STE 350, SCHAUMBURG, IL 60173, UNITED STATES
IPS INTEGRATED PROJECT SERVICES LLC	721 ARBOR WAY STE 100, BLUE BELL, PA 19422, UNITED STATES
IQVIA INC	PO BOX 8500-784290, PHILADELPHIA, PA 19178-4290, UNITED STATES
IQVIA SOLUTIONS CANADA INC	16720 TRANS CANADA HIGHWAY, KIRKLAND, QC H9H 5M3, CANADA
IRA J GOTTLIEB DBA CHESAPEAKE	ADDRESS ON FILE
IRISH LIFE CORPORATE BUSINESS	LOWER ABBEY STREET, DB, DUBLIN, IRELAND (EIRE)
IRISH LIFE HEALTH ADMIN	IRISH LIFE CENTRE, ABBEY STREET LOWER, NORTH CITY, DUBLIN 1, IRELAND (EIRE)
IRON MOUNTAIN CANADA OPERATIONS ULC	DBA IRON MOUNTAIN CANADA, PO BOX 3527 STATION A, TORONTO, ON M5K 1E7, CANADA
IRON MOUNTAIN INC	PO BOX 27128, NEW YORK, NY 10087-7128, UNITED STATES
IRWIN FRITCHIE URQUHART	AND MOORE LLC, 400 POYDRAS STREET SUITE 2700, NEW ORLEANS, LA 70130, UNITED STATES
ISHA BHATTACHARYA DBA ISHAB	ADDRESS ON FILE
ISO CLAIMS PARTNERS	PO BOX 30759, NEW YORK, NY 10087-0759, UNITED STATES
ISOMEDIX OPERATIONS INC	STERIS APPLIED STERILIZATION TECH, 2500 COMMERCE DRIVE, LIBERTYVILLE, IL 60048, UNITED STATES
IUVO BIOSCIENCE OPERATIONS LLC	PO BOX 150, WARSAW, NY 14569, UNITED STATES
IVORY SYSTEMS INC	1 GATEHALL DRIVE, PARSIPPANY, NJ 07054, UNITED STATES
J2 CLOUD SERVICES LLC DBA EFAX	CORPORATE, 700 S FLOWER STREET STE 1500, LOS ANGELES, CA 90017, UNITED STATES
JAN TECH CONSULTING LLC	497 BROADWAY SUITE 1, BAYONNE, NJ 07002, UNITED STATES
JANITORIAL MANAGEMENT INCORPORATED	713 HYDE PARK, DOYLESTOWN, PA 18902, UNITED STATES
JASON B LATTIMORE	JASON B LATTIMORE ESQ LLC, 55 MADISON AVENUE STE 400, MORRISTOWN, NJ 07960, UNITED STATES
JC EHRLICH	RENTOKIL NORTH AMERICA INC, PO BOX 740608, CINCINNATI, OH 45274-0608, UNITED STATES
JEAN NEMZEK	Address on File
JEFF YUEN AND ASSOCIATES INC	707 BEDMINISTER LANE, WILMINGTON, NC 28405, UNITED STATES
JEFFREY J KIMBELL AND ASSOCIATES	401 9TH STREET NW STE 920, WASHINGTON, DC 20004, UNITED STATES
JEM HEADLANDS LLC	130 JFK DRIVE STE 203, ATLANTIS, FL 33462, UNITED STATES
JESSICA BEAUDEREAU	ADDRESS ON FILE
JOBVITE INC	PO BOX 208262, DALLAS, TX 75320-8262, UNITED STATES
JODY LYNN GREEN	ADDRESS ON FILE
JOHN B POUND LLC	505 DON GASPAR, SANTA FE, NM 87505, UNITED STATES
JOHN SHABUSHNIG DBA INSIGHT PHARMA	CONSULTING LLC, 15630 17 1/2 MILE RD, MARSHALL, MI 49068, UNITED STATES
JOHNSON CONTROLS INC	PO BOX 730068, DALLAS, TX 75373-0068, UNITED STATES
JOHNSON MATTHEY INC	2003 NOLTE DRIVE, WEST DEPTFORD, NJ 08066-1742, UNITED STATES
JOM PHARMACEUTICAL SERVICES INC	5079 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
JONES PACKAGING INC	55 WALKER DR, BRAMPTON, ON L6T 5K5, CANADA
JONES SOLICITORS	3 LOWER MOUNT STREET, DB, DUBLIN, IRELAND (EIRE)
JOSEPH BRANDWEIN PROFESSIONAL	CORPORATION, 11111 87 AVE SUITE 1607, EDMONTON, AB T6G 0X9, CANADA
JPMORGAN CHASE BANK NA	PO BOX 26040, NEW YORK, NY 10087-6040, UNITED STATES
JUBILANT HOLLISTERSTIER LLC	3525 NORTH REGAL STREET, SPOKANE, WA 99027, UNITED STATES
JUDGE TECHNICAL STAFFING	AKA JUDGE TECHNICAL SERVICES INC, PO BOX 820120, PHILADELPHIA, PA 19182-0120, UNITED STATES
JULIO VIOLA	ADDRESS ON FILE
JUSTICE LAW CORPORATION	751 N FAIR OAKS AVE STE 101, PASADENA, CA 91103, UNITED STATES
K AND L GATES LLP	210 SIXTH AVENUE, PITTSBURGH, PA 15222, UNITED STATES
K2RH INC	K2HR INC, 18495 JL BLANCHARD, MIRABEL, QC J7J 1G8, CANADA
KAGAN BINDER PLLC	MAIN STREET NO SUITE 200, STILLWATER, MN 55082, UNITED STATES
KAISER FOUNDATION HOSPITAL	300 PULLMAN STREET, LIVERMORE, CA 94551
KANSAS DEPARTMENT OF HEALTH AND ENV	P.O. BOX 2428, TOPEKA, KS 66601
KANTAR LLC	KANTAR US MIDCO LLC, PO BOX 7247-7413, PHILADELPHIA, PA 19170-7413, UNITED STATES
KARL DE LA GUERRA INC	7074 RHONE WAY, FORT MILL, SC 29707, UNITED STATES
KATHERINE BARSNICA DBA OZKAT	ADDRESS ON FILE
KATHERINE MOUSSEAU	ADDRESS ON FILE
KBI BIOPHARMA INC	1101 HAMLIN ROAD, DURHAM, NC 27704, UNITED STATES
KCF TECHNOLOGIES INC	336 S FRASER STREET, STATE COLLEGE, PA 16801-4830, UNITED STATES
KEKER VAN NEST AND PETERS LLP	633 BATTERY STREET, SAN FRANCISCO, CA 94111, UNITED STATES
KEKST AND COMPANY INCORPORATED	437 MADISON AVENUE 37TH FLOOR, NEW YORK, NY 10022, UNITED STATES
KELLEY DRYE AND WARREN	175 GREENWICH STREET, NEW YORK, NY 10007, UNITED STATES
KENDALL ELECTRIC INC	GALLOUP/FORBERG SMITH/MERLO, 5101 S SPRINKLE, PORTAGE, MI 49002-2049, UNITED STATES
KEY INTERNATIONAL INC	4 CORPORATE DRIVE, CRANBURY, NJ 08512, UNITED STATES
KEYSTONE FOLDING BOX COMPANY INC	367 VERONA AVENUE, NEWARK, NJ 07104, UNITED STATES
KEYSTONE GREEN BUILDING SYSTEMS LLC	31 A RIDGE ROAD, PHOENIXVILLE, PA 19460, UNITED STATES
KING & SPALDING	1180 PEACHTREE ST NE, ATLANTA, GA 30309, UNITED STATES
KINVARA PROPERTIES	17 MOUNT STREET LR, DB, DUBLIN, IRELAND (EIRE)

KLDISCOVERY ONTRACK LLC	PO BOX 845823, DALLAS, TX 75284-5823, UNITED STATES
KLICK USA INC	240 W 40TH STREET 12TH FLOOR, NEW YORK, NY 10018, UNITED STATES
KMK NONCLINICAL RESOURCES LLC	2552 PALMER COURT, WAKE FOREST, NC 27587, UNITED STATES
KORN FERRY (US)	NW 5854 PO BOX 1450, MINNEAPOLIS, MN 55485-5854, UNITED STATES
KPMG	1 STOKES PLACE ST STEVENS GREEN, DUBLIN, IRELAND (EIRE)
KPMG LLP	3 CHESTNUT RIDGE ROAD, MONTVALE, NJ 07645, UNITED STATES
KPS LIFE LLC	PO BOX 823473, PHILADELPHIA, PA 19182-3473, UNITED STATES
KRUEGER INTERNATIONAL INC	1330 BELLEVUE ST PO BOX 8100, GREEN BAY, WI 54308-8100, UNITED STATES
KUBICA CORP	PO BOX 812, NORTHVILLE, MI 48167, UNITED STATES
KUEHNE AND NAGEL	UNIT 5 HORIZON LOGISTICS PARK, DB 7, DUBLIN, IRELAND (EIRE)
KUNZLER BEAN AND ADAMSON PC	50 WEST BROADWAY STE 1000, SALT LAKE CITY, UT 84101, UNITED STATES
KUTACK ROCK	PO BOX 30057, OMAHA, NE 68103-1157, UNITED STATES
KVM DOOR SYSTEMS INC	24387 SORRENTINO CT, CLINTON TWP, MI 48035, UNITED STATES
KYOWA KIRIN SERVICES LIMITED	GALABANK BUSINESS PARK, GALASHIELS, UNITED KINGDOM
LA SOCIETE DES OBSTETRICIENS ET	GYNECOLOGUES DU CANADA, 2781 CHEMIN LANCASTER RD STE 200, OTTAWA, ON K1B 1A7, CANADA
LAB PRODUCTS LLC	2225 PULASKI HWY PO BOX 700, ABERDEEN, MD 21001-0700, UNITED STATES
LABCONNECT LLC	2304 SILVERDALE DRIE STE 100, JOHNSON CITY, TN 37601, UNITED STATES
LABCORP DRUG DEVELOPMENT INC	PO BOX 2445, BURLINGTON, NC 27216, UNITED STATES
LABORATOIRES C3I INC	5415 BOUL DE LASSOMPTION, MONTREAL, QC H1T 2M4, CANADA
LAMB MCERLANCE PC	24 E MARKET STREET PO BOX 565, WEST CHESTER, PA 19381, UNITED STATES
LANCO YORK INC	864 EAST 25TH STREET, PATERSON, NJ 07513, UNITED STATES
LANSING CITY TREASURER	CITY OF LANSING DEPT 3201, PO BOX 30516, LANSING, MI 48909-8016, UNITED STATES
LANTNUM INC	721 ARBOR WAY STE 25, BLUE BELL, PA 19422, UNITED STATES
LARGE UROLOGY GROUP PRACTICE	ASSOCIATION, LUGPA, 875 N MICHIGAN AVENUE STE 3100, CHICAGO, IL 60611, UNITED STATES
LATHAM AND WATKINS	PO BOX 7247-8202, PHILADELPHIA, PA 19170-8202, UNITED STATES
LAVIPHARM LABORATOIRES INC	AGIAS MARINAS STREET PO BOX 59 69, ATTICA, GREECE
LE GROUPE JEAN COUTU	RUE JEAN COUTU, VARENNES, QC J3X 0E1, CANADA
LEADERSHIP STUDIES INC	CENTER FOR LEADERSHIP STUDIES, 280 TOWERVIEW COURT, CARY, NC 27513, UNITED STATES
LEADING INITIATIVES WORLDWIDE PTY	LTD, 2 DAYDREAM STREET UNIT 4, WARRIEWOOD, AUSTRALIA
LEARNING TECHNOLOGIES GROUP INC	PO BOX 200296, PITTSBURGH, PA 15251-0296, UNITED STATES
LEATHA CONSULTING LLC	18605 201ST AVE NE, WOODINVILLE, WA 98077, UNITED STATES
LEDERER WESTON CRAIG	118 THIRD STREET SE STE 700, CEDAR RAPIDS, IA 52402, UNITED STATES
LEE HECHT HARRISON LLC	LOCKBOX 10312, 540 W MADISON 4TH FLOOR, CHICAGO, IL 60661, UNITED STATES
LEEANN SMITH	ADDRESS ON FILE
LEGACY PHARMACEUTICAL PACKAGING LLC	13333 LAKEFRONT DRIVE, EARTH CITY, MO 63045, UNITED STATES
LEGAL CONCIERGE INC	3975 MCCREARY ROAD, PARKER, TX 75002, UNITED STATES
LEHIGH OUTFITTERS LLC	PO BOX 7410432, CHICAGO, IL 60674-0432, UNITED STATES
LEIBNIZ INSTITUT DSMZ	INHOFFENSTRASSE 7B, BRAUNSCHWEIG, GERMANY
LEMIEUX BEDARD COMMUNICATIONS	2665 KING O, BUR 315, SHERBROOKE, QC J1L 2G5, CANADA
LENZE LAWYERS, PLC IOLTA	1300 HIGHLAND AVENUE, SUITE 207, MANHATTAN BEACH, CA 90266
LES SERVICES DE COURRIER CHAMPION	3750 BOUL CREMAZIE EST, STE 102, MONTREAL, QC H2A 1B6, CANADA
LEUKEMIA AND LYMPHOMA SOCIETY OF	CANADA, 2 LANSING SQUARE SUITE 601, TORONTO, ON M2J 4P8, CANADA
LEVEL 3 FINANCING INC	LEVEL 3 COMMUNICATIONS LLC, 1025 ELDORADO BOULEVARD, BROOMFIELD, CO 80021, UNITED STATES
LIFE INSURANCE COMPANY OF NA (LINA)	PO BOX 782447, PHILADELPHIA, PA 19178-2447, UNITED STATES
LIFE STORAGE SOLUTIONS LLC	6467 MAIN STREET, WILLIAMSVILLE, NY 14221, UNITED STATES
LIFE TECHNOLOGIES CORPORATION	DBA INVITROGEN, 32822 COLLECTION CENTER DRIVE, CHICAGO, IL 60693-0328, UNITED STATES
LIGHTHOUSE DOCUMENT TECHNOLOGIES	LIGHTHOUSE, 51 UNIVERSITY STREET STE 400, SEATTLE, WA 98101, UNITED STATES
LIGHTHOUSE INSTRUMENTS LLC	2050 AVON COURT, CHARLOTTEVILLE, VA 22902, UNITED STATES
LIGHTHOUSE PHARMACY SOLUTIONS LLC	1664 FROGTOWN RD #59, UNION, KY 41091, UNITED STATES
LIMB PRESERVATION PLATFORM INC	11301 N KNOTTING HILL DR, FRESNO, CA 93730, UNITED STATES
LINDE GAS AND EQUIPMENT INC	PO BOX 382000, PITTSBURGH, PA 15250-8000, UNITED STATES
LINDE INC	PO BOX 91385, CHICAGO, IL 60693-1385, UNITED STATES
LISA DRUCKER DBA LM DRUCKER	ADDRESS ON FILE
LLOYDS PHARMACY LIMITED	SAPPHIRE COURT WALSGRAVE TRIANGLE, COVENTRY, UNITED KINGDOM
LONDON HEALTH SCIENCES CENTRE	RESEARCH INC, ATTN DR MANDAR JOG, 750 BASE LINE RD EAST STE 300, LONDON, ON N6C 2R5, CANADA
LONZA WALKERSVILLE INC	12261 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
LORI A BIRDER	ADDRESS ON FILE
LOUISE PERRAULT INC	INTERNATIONAL MARKET ACCESS, CONSULTING, 1340 36E RUE DU LAC DES FRANCAIS, ST MARCELINE DE KILDARE, QC J0K 2Y0, CANADA
LOUISIANA BOARD OF PHARMACY	3388 BRENTWOOD DRIVE, BATON ROUGE, LA 70809-1700, UNITED STATES
LOUISIANA DEPARTMENT OF HEALTH	OFFICE OF PUBLIC HEALTH, FOOD AND DRUG UNIT, PO BOX 4489 BIN 10, BATON ROUGE, LA 70821, UNITED STATES
LOUISIANA DEPT HEALTH & HOSP	P.O. BOX 62951, NEW ORLEANS, LA 70162-2951
LPW TRAINING SERVICES LLC	90 EAST MAIN ST STE 302, SOMERVILLE, NJ 08876, UNITED STATES
LUCKYSTONE PARTNERS INC	2 CAMP ST, TRUMANSBURG, NY 14886, UNITED STATES
LUITPOLD PHARMACEUTICALS INC	1 LUITPOLD DRIVE, SHIRLEY, NY 11967, UNITED STATES
LUTZ ROOFING COMPANY INC	4721 22 MILE ROAD, SHELBY TOWNSHIP, MI 48317, UNITED STATES
LUXEMBOURG GASPERICH CENTRE SARL	28 BOULEVARD ROYAL, LUXEMBOURG, LUXEMBOURG
LUXEMBOURG IMPULSE CENTRE SARL	26 BOULEVARD ROYAL, LUXEMBOURG, LUXEMBOURG
LUXURGERY 880	880 FIFTH AVE #1B/C/D, NEW YORK, NY 10021, UNITED STATES
LUXURGERY LLC	880 FIFTH AVE 1BCD, NEW YORK, NY 10021, UNITED STATES
LV LIFE	LIVERPOOL VICTORIA, EMPEROR HOUSE, GRENADIER RD EXETER BUSINESS PARK, EXETER, UNITED KINGDOM
LYRECO IRELAND	UNIT 41 PARK WEST IND PARK, DB, DUBLIN, IRELAND (EIRE)
M3 EMERGING MEDICAL RESEARCH LLC	3100 DURALEIGH ROAD STE 304, RALEIGH, NC 27612, UNITED STATES
MACROBERTS LLP	EXCEL HOUSE 30 SEMPLE ST, EDINBURGH, UNITED KINGDOM
MADIGAN GROUP TRADING COMPANY	32 MERRION ROAD BALLSBRIDGE, DUBLIN, IRELAND (EIRE)
MAGIC FOUNDATION	4200 CANTERA DR STE 106, WARRENVILLE, IL 60555, UNITED STATES
MAGNEM MEDICAL INC	1343 HOLLIS ST UNIT 1345, HALIFAX, NS B3J 1T8, CANADA
MAGNIFICA INC	5 CEDAR BROOK DR, CRANBURY, NJ 08512, UNITED STATES
MAJESTIC AQUATICS LLC	PO BOX 22, MEDFORD, NJ 08055, UNITED STATES
MALLINCKRODT ENTERPRISES LLC	SPECGX LLC, 675 MCDONNELL BLVD, HAZELWOOD, MO 63042, UNITED STATES
MANAGED HEALTH CARE ASSOC INC	25-B VREELAND ROAD, SUITE 200, FLORHAM PARK, NJ 07932
MANAGED HEALTHCARE ASSOCIATES	25 - A VREELAND ROAD, SUITE 200, FLORHAM PARK, NJ 07932-0789
MANCEL ASSOCIATES INC	19 ROSE HILL CT, HAMPTON, NJ 08827, UNITED STATES
MANHATTAN MEDICAL RESEARCH	PRACTICE PLLC, 215 LEXINGTON AVE 21ST FL, NEW YORK, NY 10016, UNITED STATES
MANJOG ENTERPRISES LIMITED	13065 EIGHT MILE ROAD, ARVA, ON NOM 1C0, CANADA
MAP INC	PO BOX 98477, CHICAGO, IL 60693, UNITED STATES
MAQS ADVOKATBYRA AB	OSTRA HAMNGATAN 24 BOX 11918, GOTHENBURG, SWEDEN
MARILUZ GARRIDO	ADDRESS ON FILE

MARITZ GLOBAL EVENTS INC	MARITZ TRAVEL COMPANY, 1395 NORTH HIGHWAY DRIVE, FENTON, MO 63099, UNITED STATES
MARITZ MOTIVATION INC	FKA MARITZ MOTIVATION SOLUTIONS, 1375 NORTH HIGHWAY DRIVE, FENTON, MO 63099, UNITED STATES
MARK 10 CORPORATION	11 DIXON AVE, COPIAGUE, NY 11726, UNITED STATES
MARKET SHARE MOVERS LLC	2325 HERITAGE CENTER DR STE 317, FURLONG, PA 18925, UNITED STATES
MARSH IRELAND BROKERS LIMITED	25-28 ADELAIDE ROAD 4TH FLOOR, DB, DUBLIN, IRELAND (EIRE)
MARSH MANAGEMENT SERVICES (BERMUDA)	LTD, POWER HOUSE, 7 PAR LA VILLE ROAD, HAMILTON, BERMUDA
MARSH USA INC	PO BOX 846015, DALLAS, TX 75284-6015, UNITED STATES
MARTIN BAUGHMAN PLLC IOLTA ACCOUNT	3141 HOOD STREET, LEVEL 6, DALLAS, TX 75219
MARTIN FOOT AND ANKLE	MARTIN PODIATRY PC, 2300 PLEASANT VALLEY ROAD, YORK, PA 17402, UNITED STATES
MARY LYNN SAVOIE PROFESSIONAL CORP	2624 3 AVE NW, CALGARY, AB T2N 0L5, CANADA
MASLON LLP	3300 WELLS FARGO CENTER, 90 SOUTH SEVENTH STREET, MINNEAPOLIS, MN 55402, UNITED STATES
MASSACHUSETTS/COMMONWEALTH	DIV MED ASIST DRG REB PROG, BOSTON, MA 02241-3070
MASTER DATA CENTER	PO BOX 673451, DETROIT, MI 48267-3451, UNITED STATES
MASTER MECHANICAL INSULATION INC	1206 EAST MAPLE ROAD, TROY, MI 48063, UNITED STATES
MATERIAL NEEDS CONSULTING LLC	110 CHESTNUT RIDGE ROAD STE 311, MONTVALE, NJ 07645, UNITED STATES
MATRIX TECHNOLOGIES	1760 INDIAN WOOD CIR, MAUMEE, OH 43537, UNITED STATES
MAWDSLEY (SALFORD)	3 SOUTH LANGWORTHY ROAD, GM, SALFORD, UNITED KINGDOM
MAYER BROWN	230 SOUTH LASALLE STREET, CHICAGO, IL 60604-1404, UNITED STATES
MAYFAIR TECHNOLOGY LLC	PENDOTECH, PO BOX 825396, PHILADELPHIA, PA 19182-5396, UNITED STATES
MAYNE PHARMA INC DBA METRICS	CONTRACT SERVICES, PO BOX 603644, CHARLOTTE, NC 28260-3644, UNITED STATES
MAYO CLINIC	CONTINUOUS PROFESSIONAL DEVELOPMENT, 200 FIRST ST SW PLUMMER BLDG 2-60, ROCHESTER, MN 55905, UNITED STATES
MAYO FOUNDATION FOR MEDICAL	200 FIRST STREET SW, ROCHESTER, MN 55905
MC3 INC	1180 MCDERMOTT DRIVE, WEST CHESTER, PA 19380, UNITED STATES
MCCANN HEALTH TORONTO	MCCANN PHARMACY INITIATIVE, 200 WELLINGTON STREET WEST 14TH FL, TORONTO, ON M5V 0N6, CANADA
McCARTER & ENGLISH	FOUR GATEWAY CNT 100 MULBERRY ST, NEWARK, NJ 07102, UNITED STATES
MCCARTHY TETRAULT	PO BOX 9647 ST A, TORONTO, ON M5K 1E6, CANADA
MCCRONE ASSOCIATES INC	850 PASQUINELLI DRIVE, WESTMONT, IL 60559, UNITED STATES
McDONALD CARANO	PO BOX 2670, RENO, NV 89505-2670, UNITED STATES
MCKEE LAW	133 STATE STREET, AUGUSTA, ME 04330, UNITED STATES
MCKESSON BRAND REBATES ONLY	ONE POST STREET, SAN FRANCISCO, CA 94104
MCKESSON CANADA CORPORATION	PO BOX 11506 SUCC CENTRE VILLE, MONTREAL, QC H3C 5N7, CANADA
MCKESSON CORPORATION	6555 NORTH STATE HWY 161, IRVING, TX 75039, UNITED STATES
MCKESSON MEDICAL SURGICAL	9954 MARYLAND DR STE 4000, HENRICO, VA 23233, UNITED STATES
MCKESSON SPECIALTY CARE	DISTRIBUTION, MCKESSON SPECIALTY HEALTH, 10101 WOODLOCH FOREST, THE WOODLANDS, TX 77380, UNITED STATES
MCKESSON SPECIALTY CARE DISTRB LLC	10101 WOODLOCH FOREST DR, THE WOODLANDS, TX 77380
MCMaster CARR SUPPLY COMPANY	PO BOX 7690, CHICAGO, IL 60680-7690, UNITED STATES
MD ANALYTICS	555 BURRARD STREET 1ST FL, VANCOUVER, BC V7X 1M8, CANADA
MD DHMH	DIV OF REC & FIN SVS, BALTIMORE, MD 21298-9892
MD DHMH (MCHP FFS)	DIV OF RECOVERIES & FINANCIAL SVS, BALTIMORE, MD 21298-9892
MD DHMH (MCHP MCO)	DIV OF RECOVERIES & FINANCIAL SVS, BALTIMORE, MD 21298-9892
MD DHMH (MCO)	DIV OF RECOVERIES & FINANCIAL SVS, BALTIMORE, MD 21298-9892
MD DHMH (NEW ADULTS FFS)	DIV OF RECOVERIES & FINANCIAL SVS, BALTIMORE, MD 21298-9892
MD DHMH (NEW ADULTS MCO)	DIV OF RECOVERIES & FINANCIAL SVS, BALTIMORE, MD 21298-9892
MDL 2325 COMMON BENEFIT FUND	3510 MACCORKLE AVE, CHARLESTON, WV 25304
MDL 2804 DEFENDANT SPECIAL MASTER	FUND, 6811 JEFFERSON HIGHWAY, BATON ROUGE, LA 70806, UNITED STATES
MED COMMUNICATIONS INC	20 S DUDLEY SUITE 700, MEMPHIS, TN 38103, UNITED STATES
MED FLEX INC	PO BOX 357, HAINESPORT, NJ 08036, UNITED STATES
MEDAVIE INC	MEDAVIE BLUE CROSS, PO BOX 220, MONCTON, NB E1C 8L3, CANADA
MEDBUY CORPORATION	4056 MEADOWBROOK DR, UNIT 135, LONDON, ON N6L 1E4, CANADA
MEDEXPV	44 RUE DE LA BRUYERE, POISSY, FRANCE
MEDIA EXPERTS IPG INC	7236 RUE MARCONI, MONTREAL, QC H2R 2Z5, CANADA
MEDIANT COMMUNICATIONS INC	PO BOX 29976, NEW YORK, NY 10087-9976, UNITED STATES
MEDICAL EDUCATION RESOURCES INC	9785 MAROON CIRCLE STE 100, ENGLEWOOD, CO 80112, UNITED STATES
MEDICAL RESEARCH INTERNATIONAL	5712 S WESTERN, OKC, OK 73109, UNITED STATES
MEDICHEM MANUFACTURING MALTA LTD	HF 61 HAL FAR INDUSTRIAL ESTATE, HAL FAR, MALTA
MEDICINES AND HEALTHCARE PRODUCTS	REGULATORY AGENCY MHRA, 10 SOUTH COLONNADE CANARY WHARF, LONDON, UNITED KINGDOM
MEDISYS HEALTH COMMUNICATIONS LLC	MEDEVOKE, 65 MAIN STREET, HIGH BRIDGE, NJ 08829, UNITED STATES
MEDMARK LIMITED	69 LOWER BAGGOT STREET, DB, DUBLIN, IRELAND (EIRE)
MEDPRO SYSTEMS LLC	100 STIERLI COURT, MT ARLINGTON, NJ 07856, UNITED STATES
MEDSCAPE LLC	WEBMD HEALTH CORP, 12186 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
MEDSLEEP INC	4141 YONGE STREET STE 201, TORONTO, ON M2P 2A8, CANADA
MEGAN DRISCOLL LLC DBA EVOLVEMKD	49 WEST 24TH STREET 7TH FLOOR, NEW YORK, NY 10010, UNITED STATES
MELANIE PALM MD PC DBA ART OF SKIN	ADDRESS ON FILE
MELEMARY MEDICAL PROF CORP	310 BRAEBURN CRES, SASKATOON, SK S7V 1A5, CANADA
MERCER (IRELAND) LTD	CHARLOTTE HOUSE, DB, DUBLIN, IRELAND (EIRE)
MERCER (US) INC DBA MERCER HEALTH	AND BENEFITS LLC, PO BOX 13793, NEWARK, NJ 07188-0793, UNITED STATES
MERCK SHARP AND DOHME INTERNATIONAL	SERVICES BV, POSTBUS 581, HAARLEM, NETHERLANDS
MERCK SHARP AND DOHME LLC	MERCK AND CO INC, PO BOX 5254, CAROL STREAM, IL 60197-5254, UNITED STATES
MESA LABORATORIES INC	12100 W 6TH AVE, LAKEWOOD, CO 80228, UNITED STATES
METABOLIC RESEARCH INSTITUTE INC	1515 N FLAGLER DRIVE SUITE 440, WEST PALM BEACH, FL 33401, UNITED STATES
METROHM USA INC	BRINKMANN INSTRUMENTS INC, PO BOX 405562, ATLANTA, GA 30384-5562, UNITED STATES
METTLER TOLEDO PROCESS ANALYTICS	23669 NETWORK PLACE, CHICAGO, IL 60673-1236, UNITED STATES
METTLER TOLEDO RAININ LLC	METTLER TOLEDO INTERNATIONAL INC, 27006 NETWORK PLACE, CHICAGO, IL 60673-1270, UNITED STATES
MICHAEL MAK	ADDRESS ON FILE
MICHAEL MANAGEMENT CORPORATION	3111 CAMINO DEL RIO NORTH STE 400, SAN DIEGO, CA 92108, UNITED STATES
MICHAEL OHARA JR	ADDRESS ON FILE
MICHAEL THOMAS BALDWIN	Address on File
MICHELLE PAULIN	ADDRESS ON FILE
MICHIGAN DEPARTMENT OF LICENSING	AND REGULATORY AFFAIRS, BUR CONSTRUCTION CODES BOILER DIV, PO BOX 30255, LANSING, MI 48909, UNITED STATES
MICHIGAN KENWORTH LLC	PO BOX 689706, CHICAGO, IL 60695-9706, UNITED STATES
MICHIGAN SPECIALTY COATINGS INC	DBA MSC FLOORS INC, 5407 GRATIOT AVE, ST CLAIR, MI 48079, UNITED STATES
MICHIGAN STATE UNIVERSITY VDL	VETERINARY DIAGNOSTIC LABORATORY, PO BOX 30076, LANSING, MI 48909-7576, UNITED STATES
MICHIGAN VALVE AND FITTING	46417 CONTINENTAL DR, CHESTERFIELD, MI 48047, UNITED STATES
MICRO MEASUREMENT LABORATORIES INC	1300 S WOLF RD, WHEELING, IL 60090, UNITED STATES
MICRO PRECISION CALIBRATION INC	22835 INDUSTRIAL PLACE, GRASS VALLEY, CA 95949, UNITED STATES

MICRO STRATEGIES INC	1140 PARSIPPANY BLVD, PARSIPPANY, NJ 07054, UNITED STATES
MICROBIOLOGICS INC	200 COOPER AVE N, ST CLOUD, MN 56303, UNITED STATES
MICROEXCEL INC	926 BLOOMFILED AVE SUITE BB, GLEN RIDGE, NJ 07028, UNITED STATES
MICROSOFT CORPORATION	1950 N STEMMONS FWY STE 5010, DALLAS, TX 75207, UNITED STATES
MIKART LLC	1750 CHATTAHOOCHEE AVE, ATLANTA, GA 30318, UNITED STATES
MILLMOUNT HEALTHCARE LIMITED	PCI PHARMA, BLOCK 7 CITY NORTH BUSINESS CAMPUS, STAMULLEN, IRELAND (EIRE)
MINISTRY OF HEALTH DRUG PLAN AND	EXTENDED BENEFITS BRANCH, 3475 ALBERT STREET 2ND FLOOR, REGINA, SK S4S 6X6, CANADA
MISSISSIPPI ATTORNEY GENERALS	OFFICE, 550 HIGH STREET STE 1200 PO BOX 220, JACKSON, MS 39201, UNITED STATES
MISSISSIPPI DEPARTMENT OF REVENUE	500 CLINTON CENTER DR, CLINTON, MS 39056
MISSISSIPPI STATE TAX COMMISSION	PO BOX 23050, JACKSON, MS 39225-3050, UNITED STATES
MISSOURI DEPT HEALTH SR SERV	PO BOX 570, JEFFERSON CITY, MO 65102
MISSOURI DIVISION MED SERV	PO BOX 6500, JEFFERSON CITY, MO 65102
MJ BRADLEY COMPANY INC	6 CROZERVILLE ROAD, ASTON, PA 19014, UNITED STATES
MN MULTISTATE CONTR ALLIANCE FOR PH	50 SHERBURNE AVENUE, SUITE 112, ST. PAUL, MN 55155
MODEL N INC	777 MARINERS ISLAND BLVD STE 300, SAN MATEO, CA 94404, UNITED STATES
MODERN CONTROLS INC	7 BELLECOR DRIVE, NEWCASTLE, DE 19720, UNITED STATES
MONTANA DPHHS HEALTH & SERVICE	1400 BROADWAY RM A206, HELENA, MT 59620-2951
MOONLIGHT LANDSCAPING INC	51 THIRD STREET, NEW CITY, NY 10956, UNITED STATES
MOORE KINGSTON SMITH LLP	DEVONSHIRE HOUSE, 60 GOSWELL ROAD, LONDON, UNITED KINGDOM
MORGAN LEWIS AND BOCKIUS LLP	PO BOX 8500 S 6050, PHILADELPHIA, PA 19178-6050, UNITED STATES
MORGAN STANLEY	1 NEW YORK PLAZA, NEW YORK, NY 10004, UNITED STATES
MORRIS NICHOLS ARSHT	TUNNELL LLP, 1201 NORTH MARKET ST SUITE 1800, WILMINGTON, DE 19801, UNITED STATES
MORRISON CONTAINER HANDLING SOL	MORRISON TIMING SCREW CO, 335 WEST 194TH ST, GLENWOOD, IL 60425, UNITED STATES
MSDSONLINE INC	27185 NETWORK PLACE, CHICAGO, IL 60673-1271, UNITED STATES
MSN LABORATORIES PRIVATE LIMITED	RUDRARAM PATANCHERU, SY NO 317 320 321 322 323 604 605, SANGAREDDY DISTRICT TELANGANA, INDIA
MULTI DIMENSIONAL INTEGRATION	39 EAST FORREST AVE SUITE 12, SHREWSBURY, PA 17361, UNITED STATES
MULTI ORGAN TRANSPLANT PROGRAM	CHRISTOPHER HANF, 6 SOUTH ROOM 6-254 VICTORIA BLDG, 1276 SOUTH PARK STREET, HALIFAX, NS B3H 2Y9, CANADA
MULTISTACK BAC LLC DBA BUDZAR	INDUSTRIES LLC, 38241 WILLOUGHBY PARKWAY, WILLOUGHBY, OH 44094, UNITED STATES
MUZYKA AND ASSOCIATES	119 HEATH ROAD, MEDFORD, NJ 08055, UNITED STATES
MY ALARM CENTER LLC	3803 WEST CHESTER PIKE STE 100, NEWTOWN SQUARE, PA 19073, UNITED STATES
MYLAN PHARMACEUTICALS ULC	85 ADVANCE ROAD, ETOBICOKE, ON M8Z 2S6, CANADA
MYLAN SPECIALTY LP	781 CHESTNUT RIDGE ROAD 3RD FL, MORGANTOWN, WV 26505, UNITED STATES
MYONEX INC	100 PROGRESS DRIVE, HORSHAM, PA 19044, UNITED STATES
NACHMAN AND ASSOCIATES PC	NPZ LAW GROUP PC, VISASERVE PLAZA, 487 GOFFLE ROAD, RIDGEWOOD, NJ 07450, UNITED STATES
NAMSA USA	PO BOX 710970, CINCINNATI, OH 45271, UNITED STATES
NASDAQ INC	THE NASDAQ STOCK MARKET LLC, LOCKBOX 20200 PO BOX 780200, PHILADELPHIA, PA 19178-0200, UNITED STATES
NATIONAL ECONOMIC RESEARCH ASSO INC	NERA ECONOMIC CONSULTING, PO BOX 7247-6754, PHILADELPHIA, PA 19170-6754, UNITED STATES
NATIONAL PHARMACY PURCHASING ASSOC	SUMMERDALE ENTERPRISES INC, NPPA, 4747 MORENA BLVD STE 340, SAN DIEGO, CA 92117, UNITED STATES
NAVITAS CREDIT CORP	PO BOX 935204, ATLANTA, GA 31193, UNITED STATES
NC DEPARTMENT OF REVENUE	P.O. BOX 58787, RALEIGH, NC 27616
ND DEPT OF HUMAN SERVICES	600 E BLVD AVE DEPT 325, BISMARCK, ND 58505-0261
NE DHHS MLTC	301 CENTENNIAL MALL PO BOX 95026, LINCOLN, NE 68509-5026
NELSON LABORATORIES LLC	A SOTERA HEALTH COMPANY, 29471 NETWORK PLACE, CHICAGO, IL 60673-1294, UNITED STATES
NEOLPHARMA INC	PO BOX 363826, SAN JUAN -PUERTO RICO, UNITED STATES
NEOPHARM LABS INC	865 MICHELE BOHEC, BLAINVILLE, QC J7C 5J6, CANADA
NEOPHARM LABS INC.	865 BOULVEVARD MICHELE-BOHEC, BLAINVILLE, QC J7C 5J6, CANADA
NEST	NENE HALL LYNCH WOOD BUSINESS PARK, PETERBOROUGH, UNITED KINGDOM
NESTA	KYLEMORE ROAD, DB 10, DUBLIN, IRELAND (EIRE)
NEUROLOGY AND SLEEP MEDICINE	ASSOCIATES INC, 54 LAKERIDGE CR, DARTMOUTH, NS B2V 2V2, CANADA
NEVADA STATE DIVISION HEALTH	CARE FINANCING, CARSON CITY, NV 89710
NEVAKAR INJECTABLES INC	1019 US HWY ROUTE 202-206 BLDG K, BRIDGEWATER, NJ 08807, UNITED STATES
NEVARIA LLC	38 HACIENDAS DRIVE, WOODSIDE, CA 94062, UNITED STATES
NEW BRUNSWICK MINISTER OF FINANCE	DEPARTMENT OF HEALTH, PO BOX 5100, FREDERICTON, NB E3B 5G8, CANADA
NEW ENGLAND HAND SOCIETY	PO BOX 2093, NATICK, MA 01760, UNITED STATES
NEW ENGLAND SECTION AMERICAN	UROLOGICAL ASSOCIATION, 500 CUMMINGS CTR SUITE 4400, BEVERLY, MA 01915, UNITED STATES
NEW HAMPSHIRE TREASURER	129 PLEASANT STREET, CONCORD, NH 03301
NEW JERSEY MEDICAID DRUG REBATE PRO	DIV REV 200 WOLVERTON AV, TRENTON, NJ 08646
NEW JERSEY ORTHOPAEDIC SOCIETY INC	150 WEST STATE ST STE 110, TRENTON, NJ 08608, UNITED STATES
NEW MEXICO BOARD OF PHARMACY	5500 SAN ANTONIO DRIVE NE SUITE C, ALBUQUERQUE, NM 87109, UNITED STATES
NEW MEXICO HUMAN SERVICES DEPT	PO BOX 2348 REV& REPORT BUREAU, SANTA FE, NM 87504-2348
NEW MEXICO HUMAN SERVICES DEPT	PO BOX 2348, SANTA FE, NM 87504-2348
NEW MEXICO TAXATION AND REVENUE DEPARTMENT	P O BOX 25122, SANTA FE, NM 87504-5122
NEW PENN MOTOR EXPRESS	PO BOX 630, LEBANON, PA 17042-0630, UNITED STATES
NEW YORK IOLA TRUST ACCOUNT NAPOLI	SHKOLNIK PLLC, 400 BROADHOLLOW RD, MEVILLE, NY 11747
NEW YORK OPIOID LITIGATION	6811 JEFFERSON HWY, BATON ROUGE, LA 70806, UNITED STATES
NEW YORK SOCIETY FOR SURGERY OF THE	HAND INC, 224 WALL STREET SUITE 201, HUNTINGTON, NY 11743, UNITED STATES
NEW YORK STATE DEPARTMENT OF TAX & FINANCE	W. A. HARRIMAN CAMPUS, ALBANY, NY 12227-0125
NEW YORK STATE DEPARTMENT OF TAX & FINANCE - OPIOID	
NEW YORK STATE EDUCATION DEPT	89 WASHINGTON AVENUE 2ND FLOOR, ALBANY, NY 12234, UNITED STATES
NEXTGEN SECURITY LLC	770 PENNSYLVANIA DRIVE STE 120, EXTON, PA 19341, UNITED STATES
NIGHTOWL DISCOVERY INC	1000 PARKERS LAKE ROAD, WAYZATA, MN 55391, UNITED STATES
NILFISK INC	DEPT 3251 PO BOX 123251, DALLAS, TX 75312-3251, UNITED STATES
NIPRO PHARMAPACKAGING AMERICAS CORP	1200 NORTH 10TH ST, MILLVILLE, NJ 08332, UNITED STATES
NJ ADAP DRUG REBATE PROGRAM	DIV REV 200 WOLVERTON AV, TRENTON, NJ 08646
NJ CO-INS/PAAD/S-GOLD/WRAP DRUG REB	DIV REV 200 WOLVERTON AV BLG 2, TRENTON, NJ 08646
NJ ENCOUNTER MCO DRUG REBATE PROGRA	DIV REV 200 WOLVERTON AV, TRENTON, NJ 08646-0655
NNIT INC	116 VILLAGE BLVD STE 200, PRINCETON, NJ 08540, UNITED STATES
NOAH WORCESTER DERMATOLOGICAL	SOCIETY, 8365 KEYSTONE CROSSING STE 107, INDIANAPOLIS, IN 46240, UNITED STATES
NORCHIM SAS	33 QUAI DAMONT, 60, SAINT LEU DESSERT, FRANCE
NORTH CAROLINA ACADEMY OF	PHYSICIAN ASSISTANTS, 1121 SLATER ROAD, DURHAM, NC 27703, UNITED STATES
NORTH CAROLINA DHHS DRUG REBATE - C	PO BOX 602872, CHARLOTTE, NC 28260-2872
NORTH CAROLINA UROLOGICAL ASSOC INC	1100 E WOODFIELD ROAD SUITE 350, SCHAUMBURG, IL 60173, UNITED STATES
NORTH CENTRAL SECTION AMERICAN	UROLOGISTS ASSOC INC, 1100 E WOODFIELD ROAD STE 350, SCHAUMBURG, IL 60173, UNITED STATES
NORTHEAST RESEARCH INSTITUTE	1635 EAGLE HARBOR PARKWAY SUITE 6, FLEMING ISLAND, FL 32003, UNITED STATES
NOSCO INC	LOCKBOX 17844, 5505 N CUMBERLAND AVE STE 307, CHICAGO, IL 60656-1471, UNITED STATES
NOVA PACK LTD	122 STONE RIDGE ROAD, WOODBRIDGE, ON L4H 0A5, CANADA
NOVA SCOTIA MINISTER OF FINANCE	1723 HOLLIS ST 5TH FL PO BOX 12, HALIFAX, NS B3J 2L4, CANADA

NOVATION LLC	PO BOX 842167, DALLAS, TX 75284-2167
NOVITIUM PHARMA LLC	70 LAKE DRIVE, EAST WINDSOR, NJ 08520, UNITED STATES
NOVO NORDISK CANADA INC	PO BOX 11000 C/O T11126C, TORONTO, ON M5W 2G5, CANADA
NUTRA MED PACKAGING INC	118 ALGONQUIN PARKWAY, WHIPPANY, NJ 07981, UNITED STATES
NXT TAXIS LTD	UNIT C10 THE EXCHANGE, BALLYMOUNT, CALMOUNT BUS PARK CALMOUNT AVE, DUBLIN, IRELAND (EIRE)
NYAN NARINE MD INC	ADDRESS ON FILE
NYDC LLC	1 STEEL COURT, ROSELAND, NJ 07068, UNITED STATES
NYS DEPARTMENT OF HEALTH	PO BOX 412205, BOSTON, MA 02241-2205
NYS EPIC PROGRAM	99 WASHINGTON AVE 14 FL #1432, ALBANY, NY 12210
OBRIEN & PADILLA	6000 INDIAN SCHOOL RD NE SUITE 200, ALBUQUERQUE, NM 87110, UNITED STATES
OCCUPATIONAL HEALTH CENTERS MI PC	CONCENTRA MEDICAL CENTERS, PO BOX 5106, SOUTHFIELD, MI 48086-5106, UNITED STATES
OCCUPATIONAL HEALTH CENTERS OF	SOUTHWEST PA PC, DBA CONCENTRA MEDICAL CENTERS, PO BOX 20220, CRANSTON, RI 02920, UNITED STATES
OFFICE OF AIDS - CALIFORNIA	PO BOX 997426 MAIL STOP 7700, SACRAMENTO, CA 95899-7426
OFFICE OF THE REVENUE COMMISSIONERS, IRELAND	DUBLIN CASTLE, DUBLIN, IRELAND (EIRE)
OFFICEDROP LTD	11 EMERALD PLACE NORTH DOCK, DB, DUBLIN, IRELAND (EIRE)
OGILVY GROUP LLC	WPP GROUP USA INC, 200 5TH AVE, NEW YORK, NY 10010, UNITED STATES
OGLETREE DEAKINS NASH SMOAK	AND STEWART PC, PO BOX 89, COLUMBIA, SC 29202, UNITED STATES
OHIO BUREAU OF WORKERS COMPENSATION	PO BOX 89492, CLEVELAND, OH 44101-6492, UNITED STATES
OHIO SOCIETY FOR BARIATRIC SURGERY	7660 ANDOVER WAY, HUDSON, OH 44236, UNITED STATES
OKLAHOMA HEALTH CARE AUTHORITY	ATTN FINANCE DIV DRUG REBATE, OKLAHOMA CITY, OK 73154-0299
OKTA INC	PO BOX 743620, LOS ANGELES, CA 90074-3620, UNITED STATES
OLIVER HEALTHCARE PACKAGING COMPANY	PO BOX 8520, CAROL STREAM, IL 60197-8520, UNITED STATES
OLON SPA	STRADA RIVOLTANA KM 6/7, MI, RODANO, ITALY
OMAN TRANSPORT LTD	ATLANTIC HOUSE KILDARE, Kildare, IRELAND (EIRE)
OMEGA ENGINEERING INC	26904 NETWORK PLACE, CHICAGO, IL 60673-1269, UNITED STATES
OMELVENY AND MYERS LLP	PO BOX 894436, LOS ANGELES, CA 90189-4436, UNITED STATES
OMNICARE INC	900 OMNICARE CENTER, CINCINNATI, OH 45202
ONCOLOGY SUPPLY	2801 HORACE SHEPARD DRIVE, DOTHAN, AL 36303
ONESTREAM SOFTWARE LLC	PO BOX 734589, CHICAGO, IL 60673-4589, UNITED STATES
ONETRUST LLC	1200 ABERNATHY RD NE BLDG 600, ATLANTA, GA 30328, UNITED STATES
OPTEK DANULAT INC	N118 W18748 BUNSEN DRIVE, GERMANTOWN, WI 53022, UNITED STATES
OPTEL GROUP USA INC	55 MADISON AVENUE SUITE 400, MORRISTOWN, NJ 07960, UNITED STATES
OPTEL VISION	2680 BLVD DU PARC TECHNOLOGIQUE, QUEBEC CITY, QC G1P 4S6, CANADA
OPTIMA MACHINERY CORPORATION	PO BOX 28173, GREEN BAY, WI 54324-0173, UNITED STATES
OPTIMA PHARMA GMBH	OTTO HAHN STRASSE 1, 08, SCHWAEBISCH HALL, GERMANY
OPTIMUM	PO BOX 70340, PHILADELPHIA, PA 19176-0340, UNITED STATES
OPTISOURCE LLC	860 BLUE GENTIAN RD STE 330, EAGAN, MN 55121
ORANGE AND ROCKLAND	PO BOX 1005, SPRING VALLEY, NY 10977, UNITED STATES
ORANGE COMMUNICATIONS LUXEMBOURG	SA, RUE DES MEROVINGIENS 8, BERTRANGE, LUXEMBOURG
ORBIS CLINICAL LLC	16692 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
OREGON DEPARTMENT OF REVENUE	955 CENTER ST NE, SALEM, OR 97301-2555, UNITED STATES
OREGON HEALTH AUTHORITY	NE OREGON ST SUITE 1105, PORTLAND, OR 97232
OREGON MEDICAID AGENCY- DHS	500 SUMMER ST NE E 08, SALEM, OR 97301-1077
OREGON UROLOGICAL SOCIETY	914 164TH STREET SUITE 310, MILL CREEK, WA 98012, UNITED STATES
ORORA NORTH AMERICA	LANDSBERG, PO BOX 25794, CHICAGO, IL 60673-1257, UNITED STATES
OVIEDO MEDICAL RESEARCH LLC	2441 WEST STATE RD 426 STE 2011, OVIEDO, FL 32765, UNITED STATES
OXFORD GLOBAL RESOURCES LIMITED	PENROSE WHARF PENROSE QUAY, CK, CORK CITY, IRELAND (EIRE)
OXFORD GLOBAL RESOURCES LLC	PO BOX 3256, BOSTON, MA 02241-3256, UNITED STATES
OXFORD LASERS INC	2 SHAKER ROAD UNIT B104, SHIRLEY, MA 01464, UNITED STATES
PA DEPARTMENT OF HUMAN SERVICES/DR	PO BOX 780634, PHILADELPHIA, PA 19178-0634
PA DEPARTMENT OF HUMAN SERVICES/DRP	PO BOX 780634, PHILADELPHIA, PA 19178-0634
PA INDUSTRIAL EQUIPMENT INC	215 SOUTH WASHINGTON STREET, BOYERTOWN, PA 19512, UNITED STATES
PAB ENGINEERING LLC	1551 SKYLARK WAY, KALAMAZOO, MI 49009-2824, UNITED STATES
PACER SERVICE CENTER	US COURTS PACER, PO BOX 5208, PORTLAND, OR 97208-5208, UNITED STATES
PACKAGING COORDINATORS LLC	DBA PCI PHARMA SERVICES, PO BOX 22002, NEW YORK, NY 10087-2002, UNITED STATES
PACT	2700 SNELLING AVENUE NORTH, ROSEVILLE, MN 55113
PAIGE PACKAGING INC	PO BOX 443, ELMWOOD PARK, NJ 07407, UNITED STATES
PALL CORPORATION	PO BOX 419501, BOSTON, MA 02241-9501, UNITED STATES
PALMETTO GBA TPA	17 TECHNOLOGY CIRCLE, COLUMBIA, SC 29203
PANACEA PHARMA PROJECTS LIMITED	PETERSON HOUSE MIDDLE RIVER, DOUGLAS, UNITED KINGDOM
PANAMETRICS LLC	1401 ELM ST 5TH FL LOCKBOX 848502, DALLAS, TX 75284-8502, UNITED STATES
PANKAJ KAPOOR	ADDRESS ON FILE
PAPAIOANNOU MEDICINE PROF CORP	197 FOXRIDGE DRIVE, ANCASTER, ON L9G 5B8, CANADA
PAREXEL INTERNATIONAL (IRL) LTD	ONE KILMAINHAM SQ INCHICORE RD, DB, KILMAINHAM, IRELAND (EIRE)
PARKINSON CANADA INC	4211 YONGE STREET SUITE 316, TORONTO, ON M2P 2A9, CANADA
PARKINSON SOCIETY SOUTHWESTERN	ONTARIO, 4096 MEADOWBROOK DRIVE, 123, LONDON, ON N6L 1G4, CANADA
PARTICLE MEASURING SYSTEMS	21571 NETWORK PLACE, CHICAGO, IL 60673-1215, UNITED STATES
PARTICLE TECHNOLOGY GROUP LLC	DBA PARTICLE TECHNOLOGY LABS, 555 ROGERS STREET, DOWNERS GROVE, IL 60515, UNITED STATES
PATHEON INC	111 CONSUMERS DRIVE, WHITBY, QC L1N 5Z5, CANADA
PAUL HASTINGS LLP	LOCKBOX 4803 PO BOX 894803, LOS ANGELES, CA 90189-4803, UNITED STATES
PAUL WEISS RIFKIND WHARTON AND	GARRISON LLP, 1285 AVENUE OF THE AMERICAS, NEW YORK, NY 10019-6064, UNITED STATES
PAYSCALE INC	75 REMITTANCE DR DEPT 1343, CHICAGO, IL 60675-1343, UNITED STATES
PDCI MARKET ACCESS DIV OF MCKESSON	CANADA CORPORATION, 340 ALBERT STREET STE 1950, OTTAWA, ON K1R 7Y6, CANADA
PDM HEALTHCARE	24700 CENTER RIDGE RD STE 110/120, CLEVELAND, OH 44145
PDQ COMMUNICATIONS INC	PO BOX 191, CARLE PLACE, NY 11514-0191, UNITED STATES
PECO	2301 MARKET ST, PHILADELPHIA, PA 19103, UNITED STATES
PEDIATRIC ENDOCRINE SOCIETY	6728 OLD MCLEAN VILLAGE DRIVE, MCLEAN, VA 22101, UNITED STATES
PENN MEDICINE	TRUSTEES OF THE UNIV OF PENN, HOSPITAL OF THE UNIV OF PENN, 3930 CHESTNUT STREET 5TH FL, PHILADELPHIA, PA 19104, UNITED STATES
PENNSYLVANIA COMMONWEALTH/PACE	P.O. BOX 8810 ATT FIN DEPT, HARRISBURG, PA 17105-8810
PEOPLELINK LLC	DEPT CH 16410, PALATINE, IL 60055-6410, UNITED STATES
PEOPLESOURCE	12 MERRION SQUARE, DB, DUBLIN, IRELAND (EIRE)
PERATON INC	12975 WORLDGATE DRIVE, HERNDON, VA 20170, UNITED STATES
PERFORMANCE DEVELOPMENT GROUP LLC	5 GREAT VALLEY PARKWAY STE 210, MALVERN, PA 19355, UNITED STATES
PERFORMANCE RIVER CONSULTING INC	6904 KNOB HILL CT, SPOTSYLVANIA, VA 22553, UNITED STATES
PERKINS COIE	PO BOX 24643, SEATTLE, WA 98124, UNITED STATES
PFIZER CANADA INC	17300 TRANS-CANADA HWY, KIRKLAND, QC H9J 2M5, CANADA
PFIZER CENTRESOURCE PHARMACIA	AND UPJOHN, PO BOX 742002, ATLANTA, GA 30374-2002, UNITED STATES

PFLUGERVILLE DERMATOLOGY CLINICAL	RESEARCH CENTER INC, AUSTIN INSTITUTE FOR CLIN RES INC, 1601 E PFLUGERVILLE PKWY STE 1101, PFLUGERVILLE, TX 78660, UNITED STATES
PHARMACEUTIC LITHO AND LABEL CO INC	DEPT 55 PO BOX 4985, HOUSTON, TX 77210-4985, UNITED STATES
PHARMACEUTICAL ADVERTISING	ADVISORY BOARD (PAAB), 1305 PICKERING PARKWAY, 300, PICKERING, ON L1V 3P2, CANADA
PHARMACEUTICAL INSTITUTE LLC	1030 SYNC STREET, MORRISVILLE, NC 27560, UNITED STATES
PHARMACEUTICAL RESEARCH ASSOCIATES	INC, 4130 PARKLAKE AVE SUITE 400, RALEIGH, NC 27612, UNITED STATES
PHARMACHOICE CANADA INC	238 BROWNLOW AVENUE UNIT 300, DARTMOUTH, NS B3B 1Y2, CANADA
PHARMACY SELECT	1550 COLUMBUS ST, SUN PRAIRIE, WI 53590
PHARMACY SELECT LLP	ATTN MR GARY HELGERSON R.PH, 1550 COLUMBUS STREET, SUN PRAIRIE, WI 53590, UNITED STATES
PHARMAPORTS LLC	1 E UWCHLAN AVENUE SUITE 116, EXTON, PA 19341, UNITED STATES
PHARMAREGS INC	1751 STATE RTE 17A STE 3, FLORIDA, NY 10921, UNITED STATES
PHARMASAVE DRUGS	(NATIONAL) LTD, 8411 200TH ST, SUITE 201, LANGLEY, BC V2Y 0E7, CANADA
PHARMASCIENCE INC	6111 AVE ROYALMOUNT, MONTREAL, QC H4P 2T4, CANADA
PHARMASEEK LLC	8040 EXCELSIOR DRIVE SUITE 300, MADISON, WI 53717, UNITED STATES
PHASE 3 MEDIA LLC	PHASE 3 MARKETING AND COMM, DEPT 7052 PO BOX 2153, BIRMINGHAM, AL 35287, UNITED STATES
PHENOMENEX INC	PO BOX 749397, LOS ANGELES, CA 90074, UNITED STATES
PHILADELPHIA DEPARTMENT OF REVENUE	1401 JOHN F KENNEDY BLVD, PHILADELPHIA, PA 19102
PHILLIPS AND ASSOCIATES ATTORNEYS	AT LAW PLLC, 45 BROADWAY STE 430, NEW YORK, NY 10006, UNITED STATES
PHOENIX IMAGING LTD	29865 6 MILE ROAD, LIVONIA, MI 48152, UNITED STATES
PHOENIX TECHNOLOGY PARTNERS LLC	8 HILLSIDE AVENUE STE 210, MONTCLAIR, NJ 07042, UNITED STATES
PHYSICIANS WORLD	125 CHUBB AVENUE, LYNDHURST, NJ 07071, UNITED STATES
PHYSIOTHERAPY ASSOCIATES INC	DBA NOVACARE REHABILITATION, PO BOX 643361, PITTSBURGH, PA 15264, UNITED STATES
PIERRE FRIDERICH	ADDRESS ON FILE
PILLARS PHARMA INC	365 MADAWASKA BLVD, AMPRIOR, ON K7S 3P1, CANADA
PILLSBURY	PO BOX 30769, NEW YORK, NY 10087-0769, UNITED STATES
PINE LAKE INVESTMENTS INC	DBA PINE LAKE LABORATORIES, 719 MIDDLE STREET, BRISTOL, CT 06010, UNITED STATES
PINELLI CONTRACTING AND RENOVATIONS	GENERAL LIGHT CONSTRUCTION INC, 54 MORGAN WAY, PORT JERVIS, NY 12771, UNITED STATES
PINNACLE TRIALS INC	3626 BUFORD HWY STE B3, ATLANTA, GA 30329, UNITED STATES
PITNEY BOWES GLOBAL FINANCIAL	SERVICES LLC, PO BOX 371887, PITTSBURGH, PA 15250-7887, UNITED STATES
PLOMBERIE ET CHAUFFAGE DPL LTEE	3099 GRANDE ALLEE, SAINT HUBERT, QC J4T 2S1, CANADA
PLUMBLINE CONSTRUCTION INC	1102 BALTIMORE PIKE SUITE 205, GLEN MILLS, PA 19342, UNITED STATES
PLYMOUTH RUBBER AND TRANSMISSION	INC, PO BOX 6086, PLYMOUTH, MI 48170, UNITED STATES
POLAR LEASING COMPANY INC	4410 NEW HAVEN AVE, FORT WAYNE, IN 46803, UNITED STATES
POLSINELLI PC	900 W 48TH PLACE SUITE 900, KANSAS CITY, MO 64112, UNITED STATES
POPULATION COUNCIL INC	ONE DAG HAMMARSKJOLD PLAZA 3RD FL, NEW YORK, NY 10017, UNITED STATES
PORTER HEDGES	DEPT 510 PO BOX 4346, HOUSTON, TX 77002, UNITED STATES
PORZIO BROMBERG	100 SOUTHGATE PARKWAY, MORRISTOWN, NJ 07962, UNITED STATES
POST TELECOM S A	SIEGE SOCIAL 1, LUXEMBOURG, LUXEMBOURG
POWER SOLUTIONS ASSOCIATES INC	1380 SCHUYLKILL AVENUE, PHILADELPHIA, PA 19146, UNITED STATES
PPD DEVELOPMENT LP	26361 NETWORK PLACE, CHICAGO, IL 60673-1263, UNITED STATES
PPD GLOBAL CENTRAL LABS LLC	26361 NETWORK PLACE, CHICAGO, IL 60673, UNITED STATES
PR NEWswire ASSOCIATION LLC	GPO BOX 5897, NEW YORK, NY 10087-5897, UNITED STATES
PRAJ HIPURITY SYSTEMS LIMITED	1604 DHL PARK SV ROAD, 13, MUMBAI, INDIA
PRECISION POINT SPECIALTY LLC	PPS ANALYTICS, 4807 ROCKSIDE ROAD STE 720, INDEPENDENCE, OH 44131, UNITED STATES
PRECISION RESEARCH INC	5 GREAT VALLEY PARKWAY SUITE 283, MALVERN, PA 19355, UNITED STATES
PRECISION SPRINKLER SERVICES INC	3812 W 9TH ST, TRAINER, PA 19061, UNITED STATES
PREMIER BUSINESS SOLUTIONS INC	1091 BRISTOL ROAD, MOUNTAINSIDE, NJ 07092, UNITED STATES
PREMIER GROUP	CAMPUS DRIVE WEST, MORGANVILLE, NJ 07751
PREMIER INC (FTS CREDIT PAYMENT ONL	5882 COLLECTIONS CENTER, CHICAGO, IL 60693
PREMIER PURCHASING PARTNERS INC	13034 BALLANTYNE CORPORATE PLACE, CHARLOTTE, NC 28277
PREMIER PURCHASING PRTRNS INC	13034 BALLANTYNE CORPORATE PLACE, CHARLOTTE, NC 27277
PRESCRIPTION SOLUTIONS (COMMERCIAL)	W. 7TH ST. MAC 2801-525, LOS ANGELOS, CA 90088
PRESTERA FX INC	9 ANNESLEY DRIVE, GLEN MILLS, PA 19342, UNITED STATES
PRICE CLUB/COSTCO	845 LAKE DRIVE, ISSAQUAH, WA 98027
PRICEWATERHOUSECOOPERS	ONE SPENCER DOCK, DB, DUBLIN, IRELAND (EIRE)
PRICEWATERHOUSECOOPERS LLP	4040 W BOY SCOUT BOULEVARD, TAMPA, FL 33607, UNITED STATES
PRIME INC	14433 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
PRIME RESULTS LLC	4359 LINGLESTOWN ROAD, HARRISBURG, PA 17112, UNITED STATES
PRINCETON SUPPLY	PRINCETON 130 SUPPLY COMPANY INC, 1378 RT 206 STE 6 #350, SKILLMAN, NJ 08558, UNITED STATES
PRINSTON PHARMACEUTICAL INC	700 ATRIUM DRIVE STE B, SOMERSET, NJ 08873, UNITED STATES
PROCARE PHARMACY CARE LLC	2650 SW 145TH AVENUE, MIRAMAR, FL 33027, UNITED STATES
PROCURRI LLC	5825 A PEACHTREE CORNERS EAST, NORCROSS, GA 30092, UNITED STATES
PRODUCTIONS KLONE INC	3095 AUTOROUTE 440 OUEST BUR 239, LAVAL, QC H7P 4W5, CANADA
PROFESSIONAL TARGETED MARKETING	20 TORBAY RD, MARKHAM, ON L3R 1G6, CANADA
PROGRESSIVE TECHNOLOGIES MANAGEMENT	INC, 28 RABBIT RUN LN, GLENMOORE, PA 19343, UNITED STATES
PROHEALTH CLINICAL RESEARCH INC	150-943 WEST BROADWAY, VANCOUVER, BC V5Z 4E1, CANADA
PROPHARMA GROUP LLC	8717 W 110TH STREET SUITE 300, OVERLAND PARK, KS 66210, UNITED STATES
PROTEINSIMPLE (US)	PO BOX 1150 BIN 39, MINNEAPOLIS, MN 55480-1150, UNITED STATES
PROVINCIA PAINTING LLC	2474 HESSEL AVE, ROCHESTER HILLS, MI 48307, UNITED STATES
PROVINCIAL HEALTH SERVICES	AUTHORITY, C/O JANICE DZIADYK, 1795 WILLINGDON AVENUE, BURNABY, BC V5C 6E3, CANADA
PSE&G CO	OVERNIGHT PAYMENT, PO BOX 14444, NEW BRUNSWICK, NJ 08906-4444, UNITED STATES
PSKW LLC	DBA CONNECTIVERX, THE CROSSINGS AT JEFFERSON PARK, 200 JEFFERSON PARK, WHIPPANY, NJ 07981, UNITED STATES
PSOOY SCHOFFER MEDICAL INC	36 SOLUTIONS DRIVE SUITE 425, HALIFAX, NS B3S 1N2, CANADA
PUBLIC COMPANY ACCOUNTING OVERSIGHT	BOARD, PO BOX 418631, BOSTON, MA 02241-8631, UNITED STATES
PUBLICIS HEALTH LLC DBA DIGITAS	HEALTH, PO BOX 1528, LONG ISLAND CITY, NY 11101-0528, UNITED STATES
PULSE INFOFRAME US LLC	3401 MARKET STREET SUITE 200, PHILADELPHIA, PA 19104, UNITED STATES
PULSE SECURITY MANAGEMENT LTD	UNIT F1A RIVERVIEW BUS PARK, NANGOR RD, DUBLIN 12, IRELAND (EIRE)
PURE WATER PARTNERS LLC	PO BOX 24445, SEATTLE, WA 98124-0445, UNITED STATES
PUROLATOR INC	PO BOX 4800 STN MAIN, CONCORD, ON L4K 0K1, CANADA
PWP HOLDINGS LP DBA PERELLA	WEINBERG PARTNERS LP, 767 FIFTH AVENUE 10TH FLOOR, NEW YORK, NY 10153, UNITED STATES
PYROMATION INC	23526 NETWORK PLACE, CHICAGO, IL 60673-1235, UNITED STATES
Q1 SCIENTIFIC	WESTSIDE BUSINESS PARK, OLD KILMEADEN ROAD, WATERFORD, IRELAND (EIRE)
QA EDGE INC	1 HUDSON WAY SUITE 100, GARNET VALLEY, PA 19060, UNITED STATES
QCARE SITE SERVICES INC	4820 EMPEROR BLVD, DURHAM, NC 27703, UNITED STATES
QUADIENT LEASING USA INC	DEPT 3682 PO BOX 123682, DALLAS, TX 75312-3682, UNITED STATES
QUALITY AIR SERVICE INC	PO BOX 2947, KALAMAZOO, MI 49003-2947, UNITED STATES
QUALITY CHEMICAL LABORATORIES LLC	3400 ENTERPRISE DRIVE, WILMINGTON, NC 28405, UNITED STATES

QUALITY LAB ACCESSORIES LLC	2840 CLYMER AVE, TELFORD, PA 18969, UNITED STATES
QUALITY OF LIFE MEDICAL AND	RESEARCH CENTERS LLC, 5390 E ERICKSON DR, TUCSON, AZ 85712, UNITED STATES
QUANTIC REGULATORY SERVICES LLC	5N REGENT STREET STE 502, LIVINGSTON, NJ 07039, UNITED STATES
QUANTIPHARM INC	3181 RUE DELAUNAY SUITE 201, LAVAL, QC H7L 5A4, CANADA
QUANTUM CLINICAL TRIALS	300 WEST 41ST STREET SUITE 203, MIAMI BEACH, FL 33140, UNITED STATES
QUANTUM LEARNING INC	100 NORTH STATE STREET, NEWTOWN, PA 18940, UNITED STATES
QUEST INDUSTRIES INC	3309 JOHN CONLEY DRIVE, LAPEER, MI 48446, UNITED STATES
RA CHEM PHARMA LTD	PLOT NO 45 SRK HOUSE SILICON VALLEY, 37, HYDERABAD, INDIA
RACKSPACE US INC	1 FANATICAL PLACE, WINDCREST, TX 78218, UNITED STATES
RADIANT GLOBAL LOGISTICS INC	PO BOX 844722, DALLAS, TX 75284-4722, UNITED STATES
RADMD LLC	ADDRESS ON FILE
RAMAPO CORP PARK ASSOC	100 RED SCHOOLHOUSE RD BLDG B UNIT, CHESTNUT RIDGE, NY 10977, UNITED STATES
RAPID PACKAGING CORPORATION	5151 52ND ST SE, GRAND RAPIDS, MI 49512, UNITED STATES
RATNER PRESTIA	RATNER AND PRESTIA PC, 2200 RENAISSANCE BLVD SUITE 350, KING OF PRUSSIA, PA 19406, UNITED STATES
RBE INC	4822 JOSLYN RD, ORION, MI 48359, UNITED STATES
RBK BUSINESS ADVISERS	RBK HOUSE IRISHTOWN, WM, ATHLONE, IRELAND (EIRE)
RDCG INC	305 RUE PATENAUE, MONTREAL, QC H9C 1B7, CANADA
RECETTE DES CONTRIBUTIONS	LUXEMBOURG, 2A RUE NICOLAS BOVE, LUXEMBOURG, LUXEMBOURG
RECTOR AND VISITORS OF THE	UNIVERSITY OF VIRGINIA, UVA CME, PO BOX 800711, CHARLOTTESVILLE, VA 22908, UNITED STATES
RED NUCLEUS SOLUTIONS LLC	19 W COLLEGE AVENUE, YARDLEY, PA 19067, UNITED STATES
RED WING BUSINESS ADVANTAGE ACCOUNT	MULTI SERVICE TECHNOLOGY SOLUTIONS, PO BOX 844329, DALLAS, TX 75284-4329, UNITED STATES
REDEMCO INC	2001 DE LA METROPOLE SUITE 708, LONGUEUIL, QC J4G 1S9, CANADA
REDGRAVE	14555 AVION PARKWAY STE 275, CHANTILLY, VA 20151, UNITED STATES
REED SMITH LLP	PO BOX 360110, PITTSBURGH, PA 15251-6110, UNITED STATES
REFINITIV US LLC	PO BOX 415983, BOSTON, MA 02241-5983, UNITED STATES
REGENTS OF THE UNIVERSITY OF	CALIFORNIA, 10920 WILSHIRE BOULEVARD STE 1060, LOS ANGELES, CA 90024, UNITED STATES
REGENTS UNIVERSITY OF CALIF LA	UNIVERSITY OF CA LOS ANGELES, UCLA, 10883 LE CONTE AVE, LOS ANGELES, CA 90095, UNITED STATES
REGULATORY COMPLIANCE ASSOCIATES	INC, 10411 CORPORATE DRIVE STE 102, PLEASANT PRAIRIE, WI 53158, UNITED STATES
REINER GROUP INC	11-07 RIVER RD PO BOX 1128, FAIRLAWN, NJ 07410-8128, UNITED STATES
REISMAN KARRON GREENE LLP	1725 DESALES STREET NW STE 501, WASHINGTON, DC 20036, UNITED STATES
RELAYHEALTH	PO BOX 742532, ATLANTA, GA 30374-2532, UNITED STATES
REMCO STORAGE SYSTEMS INC	PO BOX 99279, TROY, MI 48099, UNITED STATES
REMEDY SENIORCARE HOLDING CORP	ONE OLYMPIC PLACE, TOWSON, MD 21204
REMOTE DBA EXPERTS LLC DBA NAVISITE	LLC, LOCK BOX 5138 PO BOX 7247, PHILADELPHIA, PA 19170-5138, UNITED STATES
RENAL PHARMACIST NETWORK	200 ELIZABETH STREET EB 214, TORONTO, ON M5G 2C4, CANADA
REPUBLIC SERVICES INC 320	PO BOX 9001099, LOUISVILLE, KY 40290, UNITED STATES
RESEARCH FOUNDATION FOR STATE	UNIVERSITY OF NEW YORK, PO BOX 9, ALBANY, NY 12201-0009, UNITED STATES
RHEO ENGINEERING LLC	8800 N ALLEN ROAD, PEORIA, IL 61615, UNITED STATES
RICHARD C GALPERIN DPM PA	ADDRESS ON FILE
RICHARD NELSON LLP	1 DERBY ROAD, NT, NOTTINGHAM, UNITED KINGDOM
RICHARDS LAYTON AND FINGER PA	920 NORTH KING STREET, WILMINGTON, DE 19801, UNITED STATES
RICOH CANADA INC.	PO BOX 1600 STREETSVILLE RPO, MISSISSAUGA, ON L5M 0M6, CANADA
RIEMER LAW LLC	2153 AIRPORT BLVD, MOBILE, AL 36606, UNITED STATES
RIGBY PHYSICIANS INC	6041 WILLIAMS STREET, HALIFAX, NS B3K 1G1, CANADA
RISHNA KHULPATEEA	ADDRESS ON FILE
ROBERT HALF INTERNATIONAL INC	2613 CAMINO RAMON, SAN RAMON, CA 94583, UNITED STATES
ROBERT HALF TECHNOLOGY	12400 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
ROBERT JASON YONG DBA CANDYL LLC	12 ROCKLAND PLACE, NEWTON, MA 02464, UNITED STATES
ROBERTO GRANCE DBA GRANCE HEATING	ADDRESS ON FILE
ROBYN MARCOTTE/AHA LEADERSHIP LLC	49425 DEER RUN, NORTHVILLE, MI 48167, UNITED STATES
ROCHESTER PROPERTY MAINTENANCE	514 EAST AVON ROAD, ROCHESTER HILLS, MI 48307, UNITED STATES
ROCHESTER SIGN SHOP	714 N MAIN STREET UNIT 102, ROCHESTER, MI 48307, UNITED STATES
ROCKLAND CONGRUITY LLC DBA PROCURRI	BOSTON, 56 PEMBROKE WOODS DRIVE, PEMBROKE, MA 02359, UNITED STATES
ROLLINS INC DBA ORKIN LLC	101 JOHNSON WAY, NEW CASTLE, DE 19720, UNITED STATES
ROPACK INC	10801 MIRABEAU, MONTREAL, QC H1J 1T7, CANADA
ROSA AND CO LLC	2133 BOBCAT AVENUE SW, ALBANY, OR 97321, UNITED STATES
ROSSMORE BUILDING CORP	144 CRESTWOOD AVENUE, TUCKAHOE, NY 10707, UNITED STATES
ROTHWELL FIG	607 14TH ST NW SUITE 800, WASHINGTON, DC 20005, UNITED STATES
ROXANE CHABOT DBA RBC CONSULTANTS	ADDRESS ON FILE
ROYAL BANK CENTRAL CARD CENTRE	10 YORK MILLS RD. 3RD FLOOR, TORONTO, ON M2P 0A2
ROYAL BANK OF CANADA	200 BAY STREET, TORONTO, ON M5J 2J5, CANADA
ROYAL DUBLIN SOCIETY	BALLSBRIDGE, DB, DUBLIN, IRELAND (EIRE)
RR DONNELLEY	RR DONNELLEY AND SONS COMPANY, 7810 SOLUTION CENTER, CHICAGO, IL 60677-7008, UNITED STATES
RSTUDIO PBC	250 NORTHERN AVENUE STE 410, BOSTON, MA 02210, UNITED STATES
RUBBER TINCAN INTERACTIVE	96 ROBBINS AVE, TORONTO, ON M4L 1X3, CANADA
RV OP 1 LP	C/O WORKSPACE PROPERTY TRUST, TENANT ID 0000019, 700 DRESHER ROAD STE 150, HORSHAM, PA 19044, UNITED STATES
RX SOURCING STRATEGIES LLC	16305 SWINGLEY RIDGE RD, CHESTERFIELD, MO 63017
RX SUPPLY	CHARLIES FAMILY PHARMACY INC, 3931 MERRICK ROAD, SEAFORD, NY 11783, UNITED STATES
RXC ACQUISITION COMPANY	RXCROSSROADS BY MCKESSON, 13796 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
RXCROSSROADS 3PL LLC	1001 CHERI WAY, STE 100, FAIRDALE, KY 40118, UNITED STATES
RYDER	PO BOX 96723, CHICAGO, IL 60693-6723, UNITED STATES
S H MILES LLC	365 WHEATSHEAF WAY, COLLEGEVILLE, PA 19426, UNITED STATES
SAF GARD SAFETY SHOE CO	2701 PATTERSON STREET, GREENSBORO, NC 27407, UNITED STATES
SAGE SOFTWARE INC	14855 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
SAI GLOBAL TA ILI LIMITED	HERON HOUSE, 2 GARFORTH PLACE KNOWHILL, MILTON KEYNES, UNITED KINGDOM
SAINT GOBAIN PERFORMANCE PLASTICS	PO BOX 743699, ATLANTA, GA 30374-3699, UNITED STATES
SALESFORCE.COM INC	415 MISSION ST 3RD FL, SAN FRANCISCO, CA 94105, UNITED STATES
SAM'S CLUB	2101 SE SIMPLE SAVINGS DRIVE, BENTONVILLE, AR 72716-0745
SAMANTHA L FEULA	ADDRESS ON FILE
SAMUEL WIEBE VELAZQUEZ PROFESSIONAL	CORPORATION, FOOTHILLS MEDICAL CENTRE, 1403 29 ST NW RM C1223 12TH FL, CALGARY, AB T2N 2T9, CANADA
SANITATION STRATEGIES LLC	1798 HOLLOWAY DR STE A, HOLT, MI 48842, UNITED STATES
SARD VERBINNEN AND CO LLC	630 THIRD AVENUE, NEW YORK, NY 10017, UNITED STATES
SARTORIUS CORPORATION	24918 NETWORK PLACE, CHICAGO, IL 60673-1249, UNITED STATES
SARTORIUS STEDIM NORTH AMERICA INC	24917 NETWORK PLACE, CHICAGO, IL 60673-1249, UNITED STATES
SATE OF LOUISIANA	
SAURAV CHEMICALS LIMITED	DERABASSI BARWALA ROAD, 19, DERABASSI, INDIA
SCHERTLER AND ONORATO LLP	1101 PENNSYLVANIA AVE NW STE 1150, WASHINGTON, DC 20004, UNITED STATES

SCHOTT AG	HATTENBERGSTRASSE 10, MAINZ, GERMANY
SCHOTT NORTH AMERICA INC	PHARMACEUTICAL SYSTEMS, PO BOX 13231, NEWARK, NJ 07101-3231, UNITED STATES
SCHOTT SCHWEIZ AG	ST JOSEFEN STRASSE 20, ST GALLEN, SWITZERLAND
SCHWAB RETIREMENT PLAN SERVICES INC	9875 SCHWAB WAY, LONE TREE, CO 80124, UNITED STATES
SCIENCE CONSULTING GROUP LLC	HEATHER OLIFF SALVATIERRA, 1181 CASTLEGATE LANE, SANTA ANA, CA 92705, UNITED STATES
SCIENTIFIC APPARATUS SERVICE INC	2100 PARK AVE WEST PO BOX 420, HAINESPORT, NJ 08036, UNITED STATES
SCVIDA LLC	SCVIDA, 5900 CHARLEYCOTE DR, RALEIGH, NC 27614, UNITED STATES
SCOTT A DECLERCQ DBA REAL PRO	ADDRESS ON FILE
SEACOAST SYSTEMS LLC	1555 ROUTE 37 WEST UNIT 9, TOMS RIVER, NJ 08755, UNITED STATES
SEALING SPECIALTIES INC	3443 BETHLEHEM PIKE STE 3, SOUDERTON, PA 18964, UNITED STATES
SECURMED UK LIMITED	99 PARK DRIVE, MILTON ABINGODON, UNITED KINGDOM
SEDGWICK CLAIMS MANAGEMENT	SERVICES INC, 8125 SEDGWICK WAY, MEMPHIS, TN 38125, UNITED STATES
SEEDLING GEEK SERVICES LLC	DBA LOTUS GROUP, 131 W OXMOOR ROAD UNIT 113B, BIRMINGHAM, AL 35209, UNITED STATES
SELEKMAN CONSULTING	204 ARBORLEA AVE, YARDLEY, PA 19067, UNITED STATES
SENSITECH CANADA INC	1 VALLEYWOOD DRIVE UNIT 6, MARKHAM, ON L3R 5L9, CANADA
SENSITECH EMEA BV	LIRERWEG 12-52 NIEUW VENNEP, 08, NIEUW VENNEP, NETHERLANDS
SENSITECH INC	PO BOX 742000, LOS ANGELES, CA 90074-2000, UNITED STATES
SENSORS INTEGRATION	507 KELSEY STREET, DELANO, MN 55328, UNITED STATES
SENTINEL PROCESS SYSTEMS INC	3265 SUNSET LANE, HATBORO, PA 19040, UNITED STATES
SERPA PACKAGING SOLUTIONS	7020 W SUNNYVIEW AVE, VISALIA, CA 93291, UNITED STATES
SERVICES MEDICAUX JEANNE MARIE	GIARD INC, 153 VILLENEUVE OUEST, MONTREAL, QC H2T 2R6, CANADA
SERVOMAX INC	1790 BEAULAC, MONTREAL, QC H4R 1W8, CANADA
SFE ADVANCED MEDICAL CONSULTING INC	DBA EL AMIN ORTHOPAEDIC AND SPORTS, MEDICINE INSTITUTE, 2505 NEWPOINT PKWY STE 100, LAWRENCEVILLE, GA 30043, UNITED STATES
SGD SA	14 BIS TERRASSE BELLINI, PUTEAUX, FRANCE
SGS CANADA INC	5825 EXPLORER DRIVE, MISSISSAUGA, ON L4W 5P6, CANADA
SGS NORTH AMERICA INC	PO BOX 2506, CAROL STREAM, IL 60132-2506, UNITED STATES
SHARP CLINICAL SERVICES INC	300 KIMBERTON RD, PHOENIXVILLE, PA 19460, UNITED STATES
SHARP CORPORATION	SHARP PACKAGING SOLUTIONS, 7451 KEEBLER WAY, ALLENTOWN, PA 18106, UNITED STATES
SHAWN E PATTERSON/PATTERSON HCA	ADDRESS ON FILE
SHELBY JONES CO INC	DBA INSTRUMENTATION.COM, PO BOX 508, HAVERTOWN, PA 19083, UNITED STATES
SHELLI L CONNELLY DBA SC PHARMA	CONSULTING LLC, 13473 BRYSON COURT, FENTON, MI 48430, UNITED STATES
SHELVING AND RACK SYSTEMS INC	4325 MARTIN ROAD, WALLED LAKE, MI 48390, UNITED STATES
SHIRE LLC	9200 BROOKFIELD CT STE 108, FLORENCE, KY 41042, UNITED STATES
SHOOK	PO BOX 843718, KANSAS CITY, MO 64184-3718, UNITED STATES
SID TOOL CO INC	DBA MSC INDUSTRIAL SUPPLY CO, PO BOX 953635, ST LOUIS, MO 63195-3635, UNITED STATES
SIDLEY AUSTIN LLP	ONE S DEARBORN ST, CHICAGO, IL 60603, UNITED STATES
SIEGFRIED AG	UNTERE BRUHLSTRASSE 4, ZOFINGEN, SWITZERLAND
SIEGFRIED USA HOLDING INC	33 INDUSTRIAL PARK ROAD, PENNSVILLE, NJ 08070, UNITED STATES
SIEMENS INDUSTRY INC	PO BOX 2134, CAROL STREAM, IL 60132-2134, UNITED STATES
SIGMA ALDRICH INC	3050 SPRUCE STREET, ST LOUIS, MO 63103, UNITED STATES
SILVERSON MACHINES INC	355 CHESTNUT STREET PO BOX 589, EAST LONGMEADOW, MA 01028, UNITED STATES
SIMATRY LLC	422 WEST 20TH STREET SUITE 2F, NEW YORK, NY 10011, UNITED STATES
SIMPLESHOW USA CORP	7300 BISCAYNE BLVD STE 100, MIAMI, FL 33138, UNITED STATES
SIMPLEX LEGAL LLP	1110 7TH STREET SW UNIT 200, CALGARY, AB T2R 1A2, CANADA
SKIN RESEARCH INSTITUTE LLC	4425 PONCE DE LEON BLVD SUITE 200, CORAL GABLES, FL 33146, UNITED STATES
SKYWAY INTERNATIONAL	BROKERAGE LTD, 9262 COTE DE LIESSE, LACHINE, QC H8T 1A1, CANADA
SKYWAY INTERNATIONAL CUSTOMS	9262 DE LA COTE DE LIESSE RD, LACHINE, QC H8T 1A1, CANADA
SLATTERY PATTERSON	340 E PALM LANE SUITE 250, PHOENIX, AZ 85004, UNITED STATES
SME MANAGEMENT LLC	1756 EAST AUBURN ROAD, ROCHESTER HILLS, MI 48307, UNITED STATES
SMSNA FOUNDATION	14305 SOUTHCROSS DR STE 100, BURNSVILLE, MN 55306, UNITED STATES
SNOWFLAKE INC	106 EAST BABCOCK STREET STE 3A, BOZEMAN, MT 59715, UNITED STATES
SOLARA INC	5105 NW 159TH STREET, MIAMI GARDENS, FL 33014, UNITED STATES
SONA VIOLA	ADDRESS ON FILE
SONOCO PROTECTIVE SOLUTIONS INC	91218 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
SOURCE OMEGA INC	C P 56, SAINT COLOMBAN, QC J5K 2T1, CANADA
SOUTH BROWARD RESEARCH LLC	3 SW 129 AVE STE 101, PEMBROKE PINES, FL 33027, UNITED STATES
SOUTH CAROLINA BOARD OF PHARMACY	PO BOX 11927, COLUMBIA, SC 29211-1927, UNITED STATES
SOUTH CAROLINA ORTHOPAEDIC	ASSOCIATION INC, 4701 OLD CANOE CREEK RD UNIT 700548, SAINT CLOUD, FL 34769, UNITED STATES
SOUTH CAROLINA UROLOGICAL ASSOC	1100 E WOODFIELD RD SUITE 350, SCHAUMBURG, IL 60173, UNITED STATES
SOUTH CENTRAL SECTION OF THE AUA	INC, 1100 E WOODFIELD ROAD STE 350, SCHAUMBURG, IL 60173, UNITED STATES
SOUTH DAKOTA DEPT SOC SERVICES	700 GOVERNORS DRIVE, PIERRE, SD 57501
SOUTHEAST CLINICAL RESEARCH	CENTER LLC, 1102 W WAUGH ST, DALTON, GA 30720, UNITED STATES
SOUTHERN ORTHOPAEDIC ASSOCIATION	110 WEST ROAD SUITE 227, TOWSON, MD 21204, UNITED STATES
SP SCIENTIFIC	935 MEARNS ROAD, WARMINGSTER, PA 18974, UNITED STATES
SPARTA SYSTEMS INC	2000 WATERVIEW DRIVE SUITE 300, HAMILTON, NJ 08691, UNITED STATES
SPECTRUM LABORATORY PRODUCTS INC	DBA SPECTRUM CHEMICAL MFG CORP, PO BOX 740894, LOS ANGELES, CA 90074-0894, UNITED STATES
SPECTRUM MEDICAL INC	109 BRIDGE STREET, DANVILLE, VA 24541, UNITED STATES
SPHARM INC	1235 3RD AVENUE, VAL D OR, QC J9P 6C3, CANADA
SPI PHARMA INC	PO BOX 741284, ATLANTA, GA 30374-1284, UNITED STATES
SPROUTLOUD MEDIA NETWORKS LLC	15431 SW 14TH STREET, SUNRISE, FL 33326, UNITED STATES
SQT TRAINING LTD	CALLAN CENTRE, NATIONAL TECHNOLOGY PARK, LIMERICK, IRELAND (EIRE)
SRM LLC DBA HOLLOWAY AMERICA	720 N CEDARBROOK AVE, SPRINGFIELD, MO 65802, UNITED STATES
STAPLES ADVANTAGE INC	M9042 PO BOX 11714, MONTREAL, QC H3C 6M6, CANADA
STAPLES INC	PO BOX 70242, PHILADELPHIA, PA 19176-0242, UNITED STATES
STARLIGHT TECHNICAL SERVICES	6200 KENOWA AVE SW, GRANDVILLE, MI 49418, UNITED STATES
STATE OF ALASKA	PO BOX 84991, SEATTLE, WA 98124-6291
STATE OF DELAWARE	
STATE OF KENTUCKY	
STATE OF KENTUCKY - DMS	275 EAST MAIN ST 6W-C, FRANKFORT, KY 40621-0001
STATE OF MICHIGAN	MICHIGAN DEPARTMENT OF TREASURY, PO BOX 77889, DETROIT, MI 48277-0889, UNITED STATES
STATE OF MICHIGAN-DCH	DEPT 77951 PO BOX 77000, DETROIT, MI 48277-0951
STATE OF MINNESOTA	MINNESOTA REVENUE, 600 NORTH ROBERT STREET, ST PAUL, MN 55146, UNITED STATES
STATE OF MISSISSIPPI DIV MEDICAID	PO BOX 6014, RIDGELAND, MS 39158-6014
STATE OF MONTANA	PO BOX 202951 1400 BROADWAY A206, HELENA, MT 59620-2951
STATE OF NEW JERSEY	DEPT OF LABOR AND WORKFORCE DEV, DIVISION OF EMPLOYER ACCOUNTS, PO BOX 929, TRENTON, NJ 08646-0929, UNITED STATES
STATE OF RHODE ISLAND	PO BOX 2006, WARWICK, RI 02887-2006

STATE OF RHODE ISLAND GEN TREASURER	RIDOH OPIOID STEWARDSHIP, DEPT 111055 PO BOX 9718, PROVIDENCE, RI 02940-9718, UNITED STATES
STATE OF RI	
STATE OF UTAH	
STATE OF VIRGINIA DEPARTMENT OF TAXATION	1957 WESTMORELAND ST, RICHMOND, VA 23230
STAUFFER GLOVE AND SAFETY	STAUFFER MANUFACTURING CO, 361 E SIXTH ST, RED HILL, PA 18076, UNITED STATES
STERICYCLE INC	PO BOX 6582, CAROL STREAM, IL 60197-6582, UNITED STATES
STERICYCLE INC DBA SHRED IT	28883 NETWORK PLACE, CHICAGO, IL 60673-1288, UNITED STATES
STERICYCLE ULC	PO BOX 15781 STN A, TORONTO, ON M5W 1C1, CANADA
STERIS CORPORATION	PO BOX 644063, PITTSBURGH, PA 15264-4063, UNITED STATES
STERITOOL INC	2376 LAKESHORE BLVD, JACKSONVILLE, FL 32210, UNITED STATES
STERLING INDEPENDENT SERVICES INC	STERLING IRB, 6300 POWERS FERRY RD STE 600-351, ATLANTA, GA 30339, UNITED STATES
STERLING SANITATION	48655 GRATIOT AVE, CHESTERFIELD, MI 48051, UNITED STATES
STERLING SPA	VIA DELLA CARBONERIA 30, PG, SOLOMEO, ITALY
STEWART MCKELVEY	PO BOX 20105 BRUNSWICK SQUARE, ST JOHN, NB E2L 5B2, CANADA
STIKEMAN ELLIOTT LLP	5300 COMMERCE COURT WEST, 199 BAY STREET, TORONTO, ON M5L 1B9, CANADA
STONEHENGE ASSOCIATES LLC	304 HIGHLAND AVENUE, MONTCLAIR, NJ 07043, UNITED STATES
STONES THROW INC	PO BOX 531, CRANBURY, NJ 08512, UNITED STATES
STRATEGIC PURCHASING INITIATIVES	9 NORTH MAIN ST UNIT 179, NAZARETH, PA 18064
STRIDES PHARMA INC	2 TOWER CENTER BLVD STE 1102, EAST BRUNSWICK, NJ 08816, UNITED STATES
STROZ FRIEDBERG LLC	PO BOX 975348, DALLAS, TX 75397-5348, UNITED STATES
STUDIO 7 COMMUNICATIONS INC	4032 BOUL GRANDE ALLEE, SAINT HUBERT, QC J4T 2W2, CANADA
SUBJECT WELL	8000 N MOPAC EXPY STE 300, AUSTIN, TX 78759, UNITED STATES
SUCAMPO PHARMA AMERICAS LLC (MALLINCKRODT)	SUCAMPO HOLDINGS INC, 675 MCDONNELL BLVD, HAZELWOOD, MO 63042, UNITED STATES
SUEZ WATER WESTCHESTER DISTRICT 2	PAYMENT CENTER, PO BOX 371804, PITTSBURGH, PA 15250-7804, UNITED STATES
SUEZ WTS ANALYTICAL INSTRUMENTS INC	13256 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
SUEZ WTS SERVICES USA INC	PO BOX 742132, LOS ANGELES, CA 90074-2132, UNITED STATES
SUFFERN DUNNIGAN DRIVE LLC	7248 MORGAN ROAD, LIVERPOOL, NY 13088, UNITED STATES
SUMANTH ADDANKI	ADDRESS ON FILE
SUPERB TIMELY RESPONSIVE EFFECTIVE	ADVICE IN MEDICINE STREAM INC, UHN 7EN 221 DEPT OF MED, 200 ELIZABETH ST, TORONTO, ON M5G 2C4, CANADA
SUPERIOR LOCK AND KEY LLC	636 S ROCHESTER RD, ROCHESTER HILLS, MI 48307, UNITED STATES
SUPPLY CHAIN WIZARD LLC	8B BROOKLINE CT, PRINCETON, NJ 08540, UNITED STATES
SUPPRESSION SYSTEMS INC	155 NESTLE WAY SUITE 104, BREINIGSVILLE, PA 18031, UNITED STATES
SUSTAINABLE WASTE SOLUTIONS	PO BOX 13648, PHILADELPHIA, PA 19101-3648, UNITED STATES
SUVODA LLC	SIX TOWER BRIDGE, 181 WASHINGTON ST STE 100, CONSHOHOCKEN, PA 19428, UNITED STATES
SVS VISION INC	118 CASS AVENUE, MT CLEMENS, MI 48043, UNITED STATES
SWAGELOK PENN	PO BOX 82 8267, PHILADELPHIA, PA 19182-8267, UNITED STATES
SYMPHONY DIAGNOSTIC SERVICES NO 1	LLC DBA TRIDENTCARE, PO BOX 17462, BALTIMORE, MD 21297-0518, UNITED STATES
SYMRISE INC	300 NORTH STREET, TETERBORO, NJ 07608, UNITED STATES
SYNCHRONY MEDICAL LLC	SYNCHRONY MEDICAL COMMUNICATIONS, 22 N CHURCH STREET, WEST CHESTER, PA 19380, UNITED STATES
SYNEOS HEALTH CONSULTING INC	PO BOX 80368, RALEIGH, NC 27623-0368, UNITED STATES
SYNERGISTIX INC	480 SAWGRASS CORP PKWY STE 200, SUNRISE, FL 33325, UNITED STATES
SYNERGY GROUPS MEDICAL LLC	11602 KIRKSHAW DR, RICHMOND, TX 77407, UNITED STATES
SYNOVOS INC	PO BOX 7410456, CHICAGO, IL 60674-0456, UNITED STATES
SYNTAX SYSTEMS USA LP	629 DAVIS DRIVE SUITE 600, MORRISVILLE, NC 27560, UNITED STATES
SYNTEGON TECHNOLOGY SERVICES LLC	36809 TREASURY CENTER, CHICAGO, IL 60694-6800, UNITED STATES
SYSTEM ONE HOLDINGS LLC	DBA CIMPLIFI A SYSTEM ONE DIVISION, PO BOX 644722, PITTSBURGH, PA 15264, UNITED STATES
SYSTEM ONE HOLDINGS LLC DBA JOULE	PO BOX 644722, PITTSBURGH, PA 15264-4722, UNITED STATES
T FRANK MCCALLS INC	601 MADISON STREET, CHESTER, PA 19013, UNITED STATES
TACT INTELLIGENCE CONSEIL INC	465 RUE MCGILL BUREAU 400, MONTREAL, QC H2Y 2H1, CANADA
TAIWAN LIPOSOME COMPANY LTD	11F 1 NO 3 YUANQU ST NANGANG DIST, TWN, TAIPEI, TAIWAN
TAKEDA PHARMACEUTICALS INTL AG	THURGAUERSTRASSE 130, ZH, GLATT PARK OFFIKON, SWITZERLAND
TALENT ACTIVATORS LLC	220 S MAIN STREET SUITE 128, ROYAL OAK, MI 48067, UNITED STATES
TANA GLORIA SLOMOWITZ	ADDRESS ON FILE
TANENBAUM CENTER FOR INTERRELIGIOUS	UNDERSTANDING, 55 BROAD STREET FLOOR 17, NEW YORK, NY 10004, UNITED STATES
TANNERCTS INC	1808-A ASSOCIATES LANE, CHARLOTTE, NC 28217, UNITED STATES
TANNERGAP, INC.	1808 ASSOCIATES LANE STE A, CHARLOTTE, NC 28217
TARRANT COUNTY HOSPITAL DISTRICT	DBA JPS HEALTH NETWORK, 1500 SOUTH MAIN STREET, FORT WORTH, TX 76104, UNITED STATES
TEAM SUPPORT SERVICES LLC	DBA ABRAXAS, PO BOX 1898, PORTAGE, MI 49081-1898, UNITED STATES
TEGRA MEDICAL LLC	16 FORGE PKWY, FRANKLIN, MA 02038, UNITED STATES
TEIKOKU PHARMA USA INC	1718 RINGWOOD AVENUE, SAN JOSE, CA 95131, UNITED STATES
TELUS COMMUNICATIONS INC	PO BOX 7575, VANCOUVER, BC V6B 8N9, CANADA
TEMPRIS GMBH	INDUSTRIESTRASSE 7, 09, HOLZKIRCHEN, GERMANY
TENNESSEE CLINICAL RESEARCH CENTER	2000 RICHARD JONES ROAD SUITE 223, NASHVILLE, TN 37215, UNITED STATES
TENNESSEE DEPT. OF HEALTH ADAP	710 JAMES ROBERTSON PKWY, NASHVILLE, TN 37243
TERIS NYC LLC	TERIS, 3550 N CENTRAL AVE #150, PHOENIX, AZ 85012, UNITED STATES
TERMINIX INTERNATIONAL COMPANY LP	COOPER PEST SOLUTIONS, 2495 BRUNSWICK PIKE STE 10, LAWRENCEVILLE, NJ 08648, UNITED STATES
TEVA API BV	PIET HEINKADE 107, AMSTERDAM, NETHERLANDS
TEVA API INC	400 INTERPACE PARKWAY, PARSIPPANY, NJ 07054, UNITED STATES
TEVA PHARMACEUTICALS USA INC	1090 HORSHAM RD, NORTH WALES, PA 19454, UNITED STATES
TEXAS AIDS DRUG ASSISTANCE PROGRAM	POB 149347 DEPT OF ST HLTH SERV, AUSTIN, TX 78714-9347
TEXAS DEPT OF STATE HEALTH SVCS	PO BOX 12008, AUSTIN, TX 78711, UNITED STATES
TEXAS HEALTH HUMAN SERV COMM	ATTN ARTS 1470 BOX 149055, AUSTIN, TX 78714
TEXAS ORTHOPEDIC SPECIALISTS PLLC	2425 HWY 121, BEDFORD, TX 76021, UNITED STATES
TEXAS PHYSICIANS MEDICAL RESEARCH	GROUP, UMER HAFEEZ, 9328 SHADOWFAX DRIVE, ARLINGTON, TX 76002, UNITED STATES
TFORCE FREIGHT INC	PO BOX 650690, DALLAS, TX 75265-0690, UNITED STATES
THE GOVERNORS OF THE UNIV ALBERTA	ALBERTA TRANSPLANT INSTITUTE, 1-560 ENTERPRISE SQUARE, 10230 JASPER AVENUE, EDMONTON, AB T5J 4P6, CANADA
THE TRANSPLANTATION SOCIETY	740 NOTRE DAME OUEST STE 1245, MONTREAL, QC H3C 3X6, CANADA
THERMO ELECTRON NORTH AMERICA LLC	PO BOX 742775, ATLANTA, GA 30374-2775, UNITED STATES
THERMO SCIENTIFIC PORTABLE	ANALYTICAL INSTRUMENTS INC, PO BOX 415918, BOSTON, MA 02241, UNITED STATES
THOMAS A ALBRIGHT DBA JUVASTRAT	ADDRESS ON FILE
THOMAS JEFFERSON UNIVERSITY	1020 WALNUT STREET, PHILADELPHIA, PA 19107, UNITED STATES
THOMAS PROCESSING LLC	200 AIRPORT ROAD, ELGIN, IL 60123, UNITED STATES
THOMAS SCIENTIFIC LLC	PO BOX 536750, PITTSBURGH, PA 15253-5909, UNITED STATES
THOMSON REUTERS WEST	PAYMENT CENTER, PO BOX 6292, CAROL STREAM, IL 60197-6292, UNITED STATES
THOR LIFE SCIENCES LTD	70 SOUTH LAMBETH ROAD, LONDON, UNITED KINGDOM
THORSTEINSSONS LLP	181 BAY ST 33RD FL BROOKFIELD PLACE, TORONTO, ON M5J 2T3, CANADA
TIFFANY AND COMPANY US SALES LLC	PO BOX 734451, DALLAS, TX 75373-4451, UNITED STATES

TIGER MOON GROUP LLC	1187 COAST VILLAGE RD STE 1-768, SANTA BARBARA, CA 93108, UNITED STATES
TIME/MONEY CORP DBA AGENCY HABITAT	2733 CULLEN ST, FORT WORTH, TX 76107, UNITED STATES
TIP MEDICAL COMMUNICATIONS INC	555 E MAIN STREET NO 5, CHESTER, NJ 07930, UNITED STATES
TONY PRIESTLEY	ADDRESS ON FILE
TORYS	79 WELLINGTON ST W 30TH FL, TORONTO, ON M5K 1N2, CANADA
TOSOH BIOSCIENCE LLC	PO BOX 712500, COLUMBUS, OH 43125, UNITED STATES
TOXSTRATEGIES INC	23501 CINCO RANCH BLVD STE B226, KATY, TX 77494, UNITED STATES
TOYOTA INDUSTRIES COMMERCIAL	FINANCE INC, 8951 CYPRESS WATERS BLVD STE 300, COPPELL, TX 75019, UNITED STATES
TRACELINK	400 RIVERPARK DRIVE SUITE 200, NORTH READING, MA 01864, UNITED STATES
TRANSO PHARM USA LLC	716 DEKALB PIKE 329, BLUE BELL, PA 19422, UNITED STATES
TRANSPERFECT HOLDINGS LLC	TRANSPERFECT TRANSLATIONS INTL INC, 1250 BROADWAY 32ND FLOOR, NEW YORK, NY 10001, UNITED STATES
TREASURER STATE OF MAINE	SHS 11 109 CAPITOL ST, AUGUSTA, ME 04333-0011
TREASURER STATE OF OHIO	PO BOX 712110, CINCINNATI, OH 45271-2110
TRESCAL INC	2606 SOLUTION CENTER, CHICAGO, IL 60677-2006, UNITED STATES
TRI COUNTY DISTRIBUTORS LTD	1930 STEPHENS, WARREN, MI 48091, UNITED STATES
TRI STATE CARPET INC	2 SOUTH POPLAR STREET, WILMINGTON, DE 19801, UNITED STATES
TRIALITY LLC	PO BOX 8151, ASHEVILLE, NC 28814, UNITED STATES
TRIFECTA MULTIMEDIA LLC	TRIFECTA CLINICAL, 725 SOUTH FIGUEROA ST STE 4050, LOS ANGELES, CA 90017, UNITED STATES
TROVARE CLINICAL RESEARCH INC	TROVARE FOOT AND ANKLE CLINICAL, RESEARCH INC, 3838 SAN DIMAS STREET SUITE A 280, BAKERSFIELD, CA 93301, UNITED STATES
TUCSON ORTHOPAEDIC INSTITUTE PC	5301 E GRANT RD, TUCSON, AZ 85712, UNITED STATES
TUDOX CONSULTING INC	5250 SILO HILL RD, DOYLESTOWN, PA 18902, UNITED STATES
TUNNELL CONSULTING INC DBA TURESOL	LLC, 314 S HENDERSON RD STE G 379, KING OF PRUSSIA, PA 19406, UNITED STATES
TURNER ELECTRIC COMPANY	TURNER ELECTRICAL SERVICES, 8530 W CENTRAL AVE, SYLVANIA, OH 43560, UNITED STATES
TURNER ELECTRICAL SERVICES LLC	8530 W CENTRAL AVE, SYLVANIA, OH 43560, UNITED STATES
TW LRW HOLDINGS LLC	MATERIAL HOLDINGS LLC, 1900 AVENUE OF THE STARS STE 1600, LOS ANGELES, CA 90067, UNITED STATES
TWO LABS LLC	PO BOX 933205, CLEVELAND, OH 44193, UNITED STATES
UCB MANUFACTURING INC	1950 LAKE PARK DRIVE, SMYRNA, GA 30080, UNITED STATES
UCM CONSULTING INC	DBA EVEREST CUSTOMER SOLUTIONS, PO BOX 936, CONCORDVILLE, PA 19331, UNITED STATES
UHMMS LLC	1960 COLT ROAD, MEDIA, PA 19063, UNITED STATES
ULINE INC	PO BOX 88741, CHICAGO, IL 60680-1741, UNITED STATES
ULMER AND BERNE LLP	PO BOX 711954, CINCINNATI, OH 45271-1954, UNITED STATES
UNIFIRST CORPORATION	PO BOX 650481, DALLAS, TX 75265-0481, UNITED STATES
UNIFIRST FIRST AID AND SAFETY	UNIFIRST FIRST AID CORP, 3499 RIDER TRAIL S, ST LOUIS, MO 63045, UNITED STATES
UNILY INC	31 BOND STREET 2ND FLOOR, NEW YORK, NY 10012, UNITED STATES
UNION MEMORIAL HOSPITAL	CURTIS NATIONAL HAND CENTER, ATTN JAMES P HIGGINS MD, 3333 NORTH CALVERT STREET M70, BALTIMORE, MD 21218, UNITED STATES
UNISTRUT INTERNATIONAL CORP	DEPT LA 21199, PASADENA, CA 91185-1199, UNITED STATES
UNITED AMERICAN SECURITY	DBA GARDAWORLD SECURITY SERVICES, PO BOX 843886, KANSAS CITY, MO 64184-3886, UNITED STATES
UNITED BIOSOURCE LLC	PO BOX 715253, PHILADELPHIA, PA 19171-5253, UNITED STATES
UNITED CAPITAL FUNDING GROUP LLC	GULF COAST BANK AND TRUST CO, PO BOX 31246, TAMPA, FL 33631-3246, UNITED STATES
UNITED PARCEL SERVICE	28013 NETWORK PLACE, CHICAGO, IL 60673-1280, UNITED STATES
UNITED PRODUCTS CORP	PO BOX 31415, PALM BEACH GARDENS, FL 33420, UNITED STATES
UNITED STATES PHARMACOPEIAL	CONVENTION, PO BOX 21845, NEW YORK, NY 10087-1845, UNITED STATES
UNITED STATES TREASURY	INTERNAL REVENUE SERVICE, FRESNO, CA 93888-0419, UNITED STATES
UNITED STEELWORKERS	PO BOX 644485, PITTSBURGH, PA 15264-4485, UNITED STATES
UNIVERSAL PROTECTION SERVICE LP	ALLIED UNIVERSAL SECURITY SERVICES, PO BOX 828854, PHILADELPHIA, PA 19182-8854, UNITED STATES
UNIVERSITY HEALTH NETWORK	C O RESEARCH FINANCIAL SERVICES, HYDRO PLACE BLDG PMCF, 700 UNIVERSITY AVE 10TH FL STE 1056, TORONTO, ON M5G 1Z5, CANADA
UNIVERSITY OF FLORIDA HAND FELLOW	ALUMNI ASSOCIATION, ATTN: BETH KEENE, 3450 HULL ROAD ROOM 3341, GAINSVILLE, FL 32607, UNITED STATES
UNIVERSITY OF SOUTH FLORIDA	12901 BRUCE B DOWNS BLVD, TAMPA, FL 33612, UNITED STATES
UNIVERSITY OF TORONTO	DEPARTMENT OF MEDICINE, 6 QUEENS PARK CRES W RM 320, TORONTO, ON M5S 3H2, CANADA
UNIVERSITY OF TORONTO DIV OF INFECT	DISEASES POST GRADUATE PROGRAM, 200 ELIZABETH STREET EN 13 220, TORONTO, ON M5G 2C4, CANADA
UNIVERSITY OF WASHINGTON	4300 ROOSEVELT WAY NE BOX 354965, SEATTLE, WA 98105, UNITED STATES
UNIVERSITY ORTHOPEDICS CENTER LTD	101 REGENT CT, STATE COLLEGE, PA 16801, UNITED STATES
UPTODATE INC	PO BOX 412094, BOSTON, MA 02241-2094, UNITED STATES
UROGPO	1250 LINDA STREET SUITE 103, ROCKY RIVER, OH 44116
UROGPO LLC	UROGPO, 600 SUPERIOR AVENUE EAST STE 1500, CLEVELAND, OH 44114, UNITED STATES
UROLOGY OF VIRGINIA PLLC	225 CLEARFIELD AVE, VIRGINIA BEACH, VA 23462, UNITED STATES
US BANK TRUST COMPANY NATIONAL	ASSOCIATION, BC MN H18T, 800 NICOLETT MALL TREASURY OPS, MINNEAPOLIS, MN 55402, UNITED STATES
US BIOSERVICES	P.O. BOX 247, THOROFARE, NJ 08086
UTAH STATE OF DEPT OF HEALTH	LB 413133 PO BOX 35146, SEATTLE, WA 98124-5146
VAISALA INC	DEPT CH 19486, PALATINE, IL 60055-9486, UNITED STATES
VALENCIA GOVERNMENT RELATIONS INC	1001 K STREET 6TH FLOOR, SACRAMENTO, CA 95814, UNITED STATES
VECTOR MEDICAL LLC	2001 LINCOLN ST UNIT 2122, DENVER, CO 80202, UNITED STATES
VEEVA SYSTEMS INC	PO BOX 740434, LOS ANGELES, CA 90074-0434, UNITED STATES
VELOCITY TECHNOLOGY SOLUTIONS INC	1901 ROXBOROUGH ROAD FL 4, CHARLOTTE, NC 28211, UNITED STATES
VELOXIS PHARMACEUTICALS INC	2000 REGENCY PARKWAY STE 500, CARY, NC 27518, UNITED STATES
VELTEK ASSOCIATES INC	15 LEE BLVD, MALVERN, PA 19355-1234, UNITED STATES
VEOLIA ES TECHNICAL SOLUTIONS LLC	PO BOX 73709, CHICAGO, IL 60673-7709, UNITED STATES
VEOLIA WATER	PO BOX 371804, PITTSBURGH, PA 15250-7804, UNITED STATES
VERISTAR LLC	9501 W 144TH PLACE, ORLAND PARK, IL 60462, UNITED STATES
VERISTAT LLC	134 TURNPIKE ROAD STE 200, SOUTHBOROUGH, MA 01772, UNITED STATES
VERITEXT LLC	PO BOX 71303, CHICAGO, IL 60694-1303, UNITED STATES
VERIZON	PO BOX 15124, ALBANY, NY 12212-5124, UNITED STATES
VERIZON WIRELESS	90183349500001, PO BOX 16810, NEWARK, NJ 07101-6810, UNITED STATES
VERMONT DEPARTMENT OF TAXES	109 STATE STREET, MONTPELIER, VT 05609-1401, UNITED STATES
VERTICAL MARKETS GROUP LTD	13 LAD LANE, DUBLIN, IRELAND (EIRE)
VERVANTIS INC	1334 E CHANDLER BLVD STE 5 A29, PHOENIX, AZ 85048, UNITED STATES
VFP FIRE SYSTEMS	VIKING AUTOMATIC SPRINKLER CO, PO BOX 74008409, CHICAGO, IL 60674-8409, UNITED STATES
VIDEOJET TECHNOLOGIES INC	12113 COLLECTION CENTER DRIVE, CHICAGO, IL 60693, UNITED STATES
VINCHEM INC	301 MAIN STREET PO BOX 639, CHATHAM, NJ 07928, UNITED STATES
VIRGINIA	PO BOX 75991, BALTIMORE, MD 21275-5991
VIRGINIA VACHON DBA PRINCIPAL	MEDVANTAGE LLC, 823 HARTFORD PL SW, ATLANTA, GA 30310, UNITED STATES
VISUAL COMMUNICATIONS INC	1 STANLEY DRIVE, ASTON, PA 19014, UNITED STATES
VIVITIDE LLC	VIVITIDE INC, 65 ZUB LANE, GARDNER, MA 01440, UNITED STATES
VODAFONE IRELAND	UNIT 23, DB, DUBLIN, IRELAND (EIRE)
VUMEDI INC	555 12TH STREET 5TH FLOOR, OAKLAND, CA 94607, UNITED STATES

VWR INTERNATIONAL LLC	PO BOX 640169, PITTSBURGH, PA 15264-0169, UNITED STATES
VYNAMIC LLC	PO BOX 780926, PHILADELPHIA, PA 19178, UNITED STATES
W B MASON CO INC	PO BOX 981101, BOSTON, MA 02298, UNITED STATES
WALGREEN CO	WILMOT ROAD, DEERFIELD, IL 60015
WALGREENS BOOTS ALLIANCE DEV. GMBH	UNTERMATTWEG 8, BERNE, SWITZERLAND
WALGREENS SPECIALTY PHARMACY	500 NOBLESTOWN RD SUITE 200, CARNEGIE, PA 15106
WALTER MATZMORR	ADDRESS ON FILE
WASATCH CLINICAL RESEARCH LLC	310 EAST 4500 SOUTH SUITE 360, SALT LAKE CITY, UT 84107, UNITED STATES
WASHINGTON DEPT OF SOCIAL &	PO BOX 9501, OLYMPIA, WA 98507-9501
WASHINGTON STATE	DEPARTMENT OF LABOR AND INDUSTRIES, PO BOX 24106, SEATTLE, WA 98124-6524, UNITED STATES
WASHINGTON STATE DEPARTMENT	OF HEALTH, PO BOX 1099, OLYMPIA, WA 98507-1099, UNITED STATES
WASHINGTON STATE UROLOGY SOCIETY	914 164TH STREET SE #244, MILL CREEK, WA 98012, UNITED STATES
WATERLOGIC HYDRATION SERVICES LTD	ALL WATER SYSTEMS LTD, UNIT C1 MERRYWELL BUSINESS PARK, BALLYMOUNT ROAD LOWER, DUBLIN, IRELAND (EIRE)
WATERMARK COFFEE TECHNOLOGY	15B MAGNA DR MAGNA BUSINESS PARK, DUBLIN, IRELAND (EIRE)
WATERS TECHNOLOGIES CORPORATION	PO BOX 7410591, CHICAGO, IL 60055-4373, UNITED STATES
WAYNE MOVING AND STORAGE CO INC	WAYNE STORAGE COMPANY, 100 LAWRENCE DRIVE, WEST CHESTER, PA 19380, UNITED STATES
WEGMANS PHARMACY	ATTN: JULIE LENHARD, ROCHESTER, NY 14692-0844
WEILER LABELING SYSTEMS LLC	PO BOX 933141, CLEVELAND, OH 44193, UNITED STATES
WEINBERG GROUP LLC	1129 TWENTIETH ST NW STE 600, WASHINGTON, DC 20036, UNITED STATES
WEISSCOM PARTNERS INC DBA WCG	100 CAMPUS DRIVE STE 300, FLORHAM PARK, NJ 07932, UNITED STATES
WELL.CA ULC	935-B SOUTHGATE DRIVE, GUELPH, ON N1L 0B9, CANADA
WELLNESS TODAY INC	PO BOX 454, HOCKESSIN, DE 19707, UNITED STATES
WELLS FARGO BANK NA	WELLS FARGO EQUIPMENT FINANCE, MANUFACTURER SERVICES GROUP, PO BOX 1433, DES MOINES, IA 50306-1433, UNITED STATES
WENDY BURGESS TAX ASSESSOR	COLLECTOR, PO BOX 961018, FORT WORTH, TX 76161-0018, UNITED STATES
WEST PHARMACEUTICAL SERVICES INC	PO BOX 642477, PITTSBURGH, PA 15264-2477, UNITED STATES
WEST VIRGINIA DEPARTMENT OF HEALTH	HUMAN RESOURCES(DHHR) DRP, CHARLESTON, WV 25364
WEST VIRGINIA DEPT OF HEALTH AND HU	RESOURCES(DHHR) DRUG REB PROG, CHARLESTON, WV 25364
WESTCHESTER TEES CORP	150 SOUTH REGENT STREET, PORT CHESTER, NY 10573, UNITED STATES
WESTERN ORTHOPAEDIC ASSOCIATION	110 WEST ROAD SUITE 227, TOWSON, MD 21204, UNITED STATES
WESTMAN CHAMPLIN AND KOEHLER	900 SECOND AVE S/ STE 1400, MINNEAPOLIS, MN 55402, UNITED STATES
WGS EQUIPMENT AND CONTROLS INC	3060 PLAZA DRIVE SUITE 110, GARNET VALLEY, PA 19060, UNITED STATES
WHEELS INC	PO BOX 96336, CHICAGO, IL 60693, UNITED STATES
WHITE ARNOLD AND DOWD PC	2025 THIRD AVENUE NORTH STE 500, BIRMINGHAM, AL 35203, UNITED STATES
WHOLE LEADERSHIP SYSTEMS INC	MARIA DEL CARMEN PIZARRO, 1280 FAIRLAND DRIVE, LOWER GWYNEDD, PA 19002, UNITED STATES
WIGGIN AND DANA LLP	PO BOX 1832, NEW HAVEN, CT 06508-1832, UNITED STATES
WILLIAM C SCHINZER DBA ARROW PHARMA	SERVICES LLC, 1381 SHERRY DRIVE, PORTAGE, MI 49024, UNITED STATES
WILLIAM FARRELL LIMITED	M50 BUS PARK BALLYMOUNT AVE UNIT 3, DB, DUBLIN, IRELAND (EIRE)
WILLIAM P COLEMAN III MD APMC	ADDRESS ON FILE
WILLIAMS & CONNOLLY	725 12TH STREET NW, WASHINGTON, DC 20005, UNITED STATES
WILMERHALE	7 WTC, 250 GREENWICH ST, NEW YORK, NY 10007
WILMINGTON TRUST NATIONAL ASSOC	PO BOX 8955, WILMINGTON, DE 19899-8955, UNITED STATES
WILSON YOUNG COSTELLO	TWO TOWN SQUARE SUITE 901, SOUTHFIELD, MI 48076, UNITED STATES
WINDSTREAM SERVICES LLC	PO BOX 9001013, LOUISVILLE, KY 40290, UNITED STATES
WINSTON MEDICINE PROFESSIONAL	CORPORATION, KINGSTON GENERAL HOSPITAL, 76 STUART ST CONNELL 7 NEUROLOGY, KINGSTON, ON K7L 2V7, CANADA
WIPRO LIMITED	76P 80P DODDAKANNELLI SARJAPUR RD, 10, BANGALORE, INDIA
WISCONSIN DEPARTMENT OF HEALTH SERV	DRG RB PRG ATTN CASH UN, MADISON, WI 53784
WIT LEGAL LLC	1370 BROADWAY STE 1500, NEW YORK, NY 10018, UNITED STATES
WITHUMSMITH AND BROWN PC	PO BOX 5340, PRINCETON, NJ 08543, UNITED STATES
WJ WEISER AND ASSOCIATES INC	1100 E WOODFIELD RD STE 350, SCHAUMBURG, IL 60173, UNITED STATES
WLP LAW	DE BOELELAAN 32, AMSTERDAM, NETHERLANDS
WLS ENTERPRISES INC	8108 WOODLAND DRIVE, INDIANAPOLIS, IN 46278, UNITED STATES
WNS NORTH AMERICA INC	515 MADISON AVENUE 8TH FL, NEW YORK, NY 10022, UNITED STATES
WOCL LEYDON LLC	80 FOURTH STREET, STAMFORD, CT 06905
WOLTERS KLUWER FINANCIAL SVCS INC	6815 SAUKVIEW DRIVE PO BOX 1457, ST CLOUD, MN 56302-1457, UNITED STATES
WOMBLE BOND DICKINSON	PO BOX 601879, CHARLOTTE, NC 28260-1879, UNITED STATES
WORKDAY INC	6110 STONERIDGE MALL ROAD, PLEASANTON, CA 94588, UNITED STATES
WORKIVA INC	2900 UNIVERSITY BLVD, AMES, IA 50010, UNITED STATES
WSFS BANK	409 SILVERSIDE RD SUITE 100, WILMINGTON, DE 19809
WYOMING MEDICAID	PO BOX 21719, CHEYENNE, WY 82003
X GEN PHARMACEUTICALS INC	PO BOX 445, BIG FLATS, NY 14814, UNITED STATES
XCENDA LLC	5025 PLANO PKWY, CARROLLTON, TX 75010, UNITED STATES
XTRA MILE GROUP LLC	5875 S ENSENADA STREET, CENTENNIAL, CO 80015, UNITED STATES
XYVID INC	1170 WHEELER WAY, LANGHORNE, PA 19047, UNITED STATES
Y PRIME INC	263 GREAT VALLEY PARKWAY, MALVERN, PA 19355, UNITED STATES
YAEL HALAAS MD PLLC	ADDRESS ON FILE
YORKE ENGINEERING LLC	31726 RANCHO VIEJO ROAD STE 218, SAN JUAN CAPISTRANO, CA 92675, UNITED STATES
YOUNG CONAWAY STARGATT AND	TAYLOR LLP, RODNEY SQUARE NORTH, 1000 NORTH KING STREET, WILMINGTON, DE 19801, UNITED STATES
YOURWAY TRANSPORT INC	6681 SNOWDRIFT RD, ALLENTOWN, PA 18106, UNITED STATES
ZALTZMAN MEDICINE PROFESSIONAL CORP	32 DOWNING BLVD, THORNHILL, ON L4J 8G9, CANADA
ZAMBON S.P.A	VIA LILLO DEL DUCA 10, MI, BRESSO, ITALY
ZENITH PV SOLUTIONS INC	10 YORK ST SUITE 4608, TORONTO, ON M5J 0E1, CANADA
ZHANEL CONSULTING LTD	57032 DAWSON RD, NAVIN, MB R5T 0H6, CANADA
ZINC HEALTH SERVICES LLC	SANDERS ROAD NBT 8, NORTHBROOK, IL 60062
ZOOM VIDEO COMMUNICATIONS INC	55 ALMADEN BLVD 6TH FL, SAN JOSE, CA 95113, UNITED STATES
ZS ASSOCIATES INC	ONE ROTARY CENTER, 1560 SHERMAN AVENUE STE 800, EVANSTON, IL 60201, UNITED STATES

Exhibit 15

Schedule of Excluded Insurance Policies

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

Schedule of Excluded Insurance Policies

1. All of the Debtors' workers' compensation insurance policies (if any), whether issued before or after the Petition Date.
2. All of the Debtors' auto liability insurance policies (if any), whether issued before or after the Petition Date.
3. All of the Debtors' first-party property insurance policies (if any), whether issued before or after the Petition Date.
4. All of the Debtors' marine and cargo insurance policies (if any), whether issued before or after the Petition Date.
5. All of the Debtors' employment practices liability policies (if any), whether issued before or after the Petition Date.
6. All of the Debtors' fiduciary liability insurance policies including ERISA bonds (if any), whether issued before or after the Petition Date.
7. All of the Debtors' crime or special crime / kidnap and ransom insurance policies (if any), whether issued before or after the Petition Date.
8. All of the Debtors' cyber insurance policies (if any), whether issued before or after the Petition Date.
9. All of the Debtors' insurance policies that were issued on or after the Petition Date.
10. Other than (i) those insurance policies issued before the Petition Date that continue to provide coverage to the Debtors for GUC Trust Channeled Claims and Opioid Claims because of extended reporting periods currently in effect [or because they are multi-year policies],¹ and (ii) the GUC Trust D&O Insurance Policies, all of the Debtors' insurance policies with policy periods or extended reporting periods currently in effect as of the Effective Date, including, without limitation, the following:

Coverage Line	Policy No.	Policy Period
PRIMARY DOMESTIC CASUALTY (EXCLUDING PRODUCTS LIABILITY)		
General Liability	RM5GL00029-231	9/26/2023 to 9/26/2024
Business Automobile	RM5CA00026-231	9/26/2023 to 9/26/2024
Workers Compensation	RM5WC00042-231	9/26/2023 to 9/26/2024
PRIMARY INTERNATIONAL CASUALTY (EXCLUDING PRODUCTS LIABILITY)		
International Liability (Master Policy)	NGO0000741	9/26/2023 to 9/26/2024

¹ The bracketed provisions are subject to ongoing review and comment by all interested parties.

Coverage Line	Policy No.	Policy Period
International Liability - Local Policy (Canada)	NGO0000741	9/26/2023 to 9/26/2024
International Liability - Local Policy (Ireland)	NGO0000741	9/26/2023 to 9/26/2024
UMBRELLA & EXCESS (EXCLUDING PRODUCTS LIABILITY)		
Lead Umbrella	XC4CU00019-231	9/26/2023 to 9/26/2024
1st Excess	USL025549232	9/26/2023 to 9/26/2024
2nd Excess	US00011755LI23A	9/26/2023 to 9/26/2024
3rd Excess	38178845	9/26/2023 to 9/26/2024
3rd Excess	NY23MXE916645IV	9/26/2023 to 9/26/2024
PRODUCTS LIABILITY		
Products Liability - Lead Layer (excess of Self-Insured Retention)	LSR-PCO-00516-23	9/26/2023 to 9/26/2024
Products Liability - 1st Excess	EXSS1054231	9/26/2023 to 9/26/2024
Products Liability - 2nd Excess	LSR-XSF-0005-23	9/26/2023 to 9/26/2024
Products Liability - 3rd Excess	LSX-00001-23-07	9/26/2023 to 9/26/2024
Products Liability - 4th Excess	LSS2000192	9/26/2023 to 9/26/2024
Products Liability - 5th Excess	EXSS1054232	9/26/2023 to 9/26/2024
Products Liability - 6th Excess	W24602230601	9/26/2023 to 9/26/2024
Products Liability - 7th Excess	LSMAHC349739A	9/26/2023 to 9/26/2024
Products Liability - 8th Excess	B1723UBMCI2350152	9/26/2023 to 9/26/2024
FIRST-PARTY PROPERTY		
Property - Master Policy	1099697	12/31/2023 to 7/1/2024
Property - Euro Local Policy	1099695	12/31/2023 to 7/1/2024
Property - Canada	1099694	12/31/2023 to 7/1/2024
Property - India	2600041978 00 00	7/1/2023 to 7/1/2024
MARINE & CARGO		
Marine and Cargo - Stock thru-put - Primary	B0509MARCW2350671	10/1/2023 to 9/30/2024
Marine and Cargo - Stock thru-put - 1st Excess	B0509MARCW2350681	10/1/2023 to 9/30/2024
Marine and Cargo - Stock thru-put - 2nd Excess	B0509MARCW2350683	10/1/2023 to 9/30/2024
Marine and Cargo - Stock thru-put - 3rd Excess	B0509MARCW2350682	10/1/2023 to 9/30/2024
Marine and Cargo - Stock thru-put - 4th Excess	B0509MARCW2350677	10/1/2023 to 9/30/2024
Marine and Cargo - Stock thru-put - 5th Excess	B0509MARCW2351037	10/1/2023 to 9/30/2024
PROFESSIONAL LINES / OTHER		
Biospecifics 2020-2026 Run-Off D&O Liability - Primary	01-340-65-78	5/18/2020 to 12/2/2026
Biospecifics 2020-2026 Run-Off D&O Liability - 1st Excess	ELU167566-20	5/18/2020 to 12/2/2026
Biospecifics 2020-2026 Run-Off D&O Liability - 2nd Excess	HN-0303-6470	5/18/2020 to 12/2/2026

Coverage Line	Policy No.	Policy Period
Biospecifics 2020-2026 Run-Off D&O Liability - 3rd Excess	ORPRO44393	5/18/2020 to 12/2/2026
Biospecifics 2020-2026 Run-Off D&O Liability - 4th Excess	01-340-65-81	5/18/2020 to 12/2/2026
Biospecifics 2020-2026 Run-Off D&O Liability - 5th Excess	ELU167567-20	5/18/2020 to 12/2/2026
Employment Practices Liability - Primary	47-EMC-317319-02	9/1/2022 to 5/1/2024
Employment Practices Liability - 1st Excess	MPX30010668501	9/1/2022 to 5/1/2024
Fiduciary Liability	SFD31211867-01	9/1/2022 to 5/1/2024
Fiduciary Liability	B1723UFIMW2250286	9/1/2022 to 5/1/2024
Cyber	B1723UFIPY2350017	4/1/2023 to 4/1/2024
Crime	B1723UFIMW2350192	8/1/2023 to 8/1/2024
ERISA Bond	10BDDIE1977	8/1/2019 to 8/1/2025

11. All of the Debtors’ remaining insurance policies (if any), whether issued before or after the Petition Date, that are not GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies.

Exhibit 16

Update on U.S. Government Resolution

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

THE PROPOSED RESOLUTIONS DISCUSSED HEREIN ARE IN DRAFT FORM. ALL SUMMARIZED TERMS REMAIN SUBJECT TO FURTHER REVIEW AND MATERIAL REVISION IN ALL RESPECTS, AND REMAIN SUBJECT TO ALL APPLICABLE APPROVALS, INCLUDING ANY NECESSARY INTERNAL APPROVALS BY THE PARTIES THERETO AND THE APPROVAL OF THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

FURTHER, THE MATTERS AND ANY TERMS SET FORTH BELOW ARE QUALIFIED IN THEIR ENTIRETY BY THE TERMS OF THE APPLICABLE DEFINITIVE AGREEMENT, AND REMAIN SUBJECT TO THE PROTECTIONS OF FEDERAL RULE OF EVIDENCE 408.

Update on Proposed Resolutions with the United States Department of Justice¹

On November 20, 2023, the Ad Hoc First Lien Group filed a term sheet at Docket No. 3118 in the Chapter 11 Cases (the “First Lien/DOJ Term Sheet”) setting forth the key terms of an economic resolution of the United States’ claims against the Debtors, including that the United States, in full satisfaction of its claims, would receive payment of (a) *either* (i) \$364.9 million in ten annual, equal installments or (ii) \$200 million on the Effective Date; and (b) contingent obligations in the form of potential annual payments of \$25 million (not to exceed \$100 million in the aggregate) payable over the five years following the Effective Date in the event the Purchaser Entities in any such year achieve certain annual EBITDA outperformance targets.

The agreement reflected in the First Lien/DOJ Term Sheet remained subject to the approval of the United States and the Required Consenting Global First Lien Creditors and the agreement by and among the Debtors, the United States, and the Required Consenting Global First Lien Creditors on the resolution of civil and criminal investigations of the Debtors by the United States Department of Justice (the “DOJ”) as described in proofs of claim numbers 3056 and 3157, respectively.

Counsel for the Debtors, DOJ, and/or Ad Hoc First Lien Group have since negotiated the material terms of three potential agreements that, collectively, would address the proofs of claim filed by the United States and its agencies in the Chapter 11 Cases (relating to the DOJ’s criminal and civil investigations of the Debtors, but excluding certain protective proofs of claim filed by the Department of Health and Human Services that the parties anticipate will be resolved without payment through novation agreements): (1) a misdemeanor plea agreement (the “Plea Agreement”) relating to certain conduct that took place between 2012-2013 with respect to Opana ER, pursuant to which Debtor Endo Health Solutions Inc. (“EHSI”) will resolve the DOJ’s criminal investigations of the Debtors; (2) a civil settlement agreement (the “Civil Settlement”).

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the *Third Amended Joint Plan of Reorganization of Endo International plc and Its Affiliated Debtors* [Docket No. [•]] (as may be amended, modified, or supplemented from time to time, the “Plan”).

Agreement”), in resolution of the DOJ’s civil investigations of the Debtors; and (3) a global economic agreement (the “Global Agreement” and, together with the Plea Agreement and Civil Settlement Agreement, the “Agreements”), which, among other key terms, incorporates the payment terms set forth in the First Lien/DOJ Term Sheet and provides that the United States (i) will not seek additional payments for the liabilities reflected in its bankruptcy proofs of claim out of distributions under the Plan made to other claimants and (ii) waives its right to assert claims under the Medicare Secondary Payer statute, 42 U.S.C. § 1395y(b) *et seq.*, and the Federal Medical Care Recovery Act 42 U.S.C. § 2651 *et seq.* against other claimants arising out of those proofs of claim.

Any and all financial obligations arising pursuant to the Plea Agreement and Civil Settlement Agreement will be satisfied in their entirety by payments to be made under the Plan (including as set forth in the Global Agreement). The Agreements are subject to certain protective conditions for the Debtors, including that no federal agency shall have expressed in writing its intent to exclude or debar any Debtor (other than EHSI, the Debtor party to the Plea Agreement and Civil Settlement Agreement), any successor entity, or any of the Purchaser Entities from participation in federal healthcare or other contracting programs. The Agreements, once finalized, will not change or affect in any manner whatsoever the proposed treatment (or recovery) of any other Class pursuant to the Plan.

The DOJ has commenced its internal approval process for each of the Agreements and consented to the foregoing disclosures.

Exhibit 17

Update on Exit Financing Documents

As contemplated by the Plan, the Debtors and the Purchaser Parent have commenced a process to raise Syndicated Exit Financing, the net proceeds of which shall, if consummated, be distributed to holders of Allowed First Lien Claims under the Plan. As of the date hereof, the Debtors are engaging in discussions with potential arrangers to market and/or syndicate a revolving credit facility, and a term “B” loan and/or bond issuance on a “best efforts” basis. If raised, the Syndicated Exit Financing is expected to be on market terms and, once agreed, such terms will be disclosed in a future filing with the Bankruptcy Court.

Exhibit 18

**Notice Regarding Professional Fees
of Opioid Claimant Counsel**

*WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

**ENDO INTERNATIONAL plc, et al.,

Debtors**

Chapter 11

**Case No. 22-22549 (JLG)

(Jointly Administered)**

**PROFESSIONAL FEES OF OPIOID CLAIMANT COUNSEL
PURSUANT TO ARTICLES 6.8 TO 6.12 OF THE PLAN**

PLEASE TAKE NOTICE that, pursuant to Articles 6.8, 6.9, 6.10, 6.11 and 6.12 of the [*•*] *Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (the “Plan”)¹ the Official Committee of Opioid Claimants (the “OCC”) discloses the following amounts to be funded from the applicable PPOC Sub-Trusts on account of professional fees incurred in connection with mediation among the Present Private Opioid Claimants of the OCC Allocation, as well as the negotiation of the PPOC Sub-Trust Documents and establishment of the PPOC Sub-Trusts.

Hospital Trust: Pursuant to Article 6.10 of the Plan, the Hospital Trust shall compensate (i) Taft Stettinius & Hollister LLP, and (ii) Cherry Bekeart in the total amount (including amounts estimated to be incurred prior to the Effective Date) of approximately \$175,000.

IERP Trust II: Pursuant to Article 6.11 of the Plan, the IERP Trust II shall compensate (i) the Law Offices of Paul S. Rothstein, P.A. and (ii) Michele Puiggari & Associates in the total amount (including amounts estimated to be incurred prior to the Effective Date) of approximately \$125,000.

NAS PI Trust: Pursuant to Article 6.9 of the Plan, the NAS PI Trust shall compensate (i) Martzel, Bickford, and Centola, (ii) Levenfeld Pearlstein, LLC, (iii) Cooper Law Firm, LLC, and (iv) Thompson Barney in the total amount (including amounts estimated to be incurred prior to the Effective Date) of approximately \$250,000.

PI Trust: Pursuant to Article 6.8 of the Plan, the PI Trust shall compensate (i) ASK LLP and (ii) Andrews and Thornton LLP in the total amount (including amounts estimated to be incurred prior to the Effective Date) of approximately \$300,000.

TPP Trust: Pursuant to Article 6.12 of the Plan, the TPP Trust shall compensate Halperin Battaglia Benzija, LLP in the amount (including amounts estimated to be incurred prior to the Effective Date) of approximately \$250,000.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to those terms in the Plan.

PLEASE TAKE FURTHER NOTICE that, to the extent any party wishes to object to any of the fees set forth herein, such objection must be filed prior to the deadline to object to the Plan, which is **February 22, 2024 at 4:00 p.m. (Prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that the OCC supports the Plan, and, as set forth in the letter that the OCC wrote to all Opioid Claimants (which was included with the Debtors' solicitation materials), the OCC encourages all Opioid Claimants to vote in favor of the Plan and not file any objections thereto.