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

*In re*

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

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 22-22549 (JLG)**

**(Jointly Administered)**

**Related Docket Nos. 3535, 3548, 3549,  
3687, 3695, 3756, & 3802**

**NOTICE OF FILING OF THIRD 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*

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<sup>1</sup> 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”).<sup>2</sup>

**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].

**PLEASE TAKE FURTHER NOTICE** that, as contemplated by the Plan (as defined herein) and the Disclosure Statement Order, on February 15, 2024, the Debtors filed the *Notice of Filing of Plan Supplement* [Docket No. 3687] (the “First Plan Supplement”).

**PLEASE TAKE FURTHER NOTICE** that on February 20, 2024, the Debtors filed the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3695] (as may be modified, amended, or supplemented from time to time, the “Plan”).

**PLEASE TAKE FURTHER NOTICE** that on February 29, 2024, the Debtors filed the *Notice of Filing of Agreements with United States Department of Justice* [Docket No. 3756], which attached thereto Agreements (as defined therein) that are deemed included in the Plan Supplement and replace and supersede the Update on U.S. Government Resolution filed as Exhibit 16 to the First Plan Supplement.

**PLEASE TAKE FURTHER NOTICE** that on March 7, 2024, the Debtors filed the *Notice of Filing of Second Plan Supplement* [Docket No. 3802] (the “Second Plan Supplement”).

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<sup>2</sup> 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.

**PLEASE TAKE FURTHER NOTICE** that the Debtors hereby file the following revised Plan Supplement documents (as may be further modified, amended, or supplemented from time to time in accordance with the Plan), which replace and supersede the prior-filed versions of such documents in the First Plan Supplement, along with changed-pages only redlines of such documents marked against the versions filed with the First Plan Supplement:

<b>Exhibit No.</b>	<b>Document Title</b>
Exhibit 2-F	NAS PI Trust Distribution Procedures
Exhibit 2-F (Redline)	Redline of NAS PI Trust Distribution Procedures
Exhibit 12	Term Sheet for the Corporate Governance Documents of the Purchaser Parent <sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that the Debtors hereby file the following document, as may be modified, amended, or supplemented from time to time in accordance with the Plan, and which shall be deemed part of the Plan Supplement:

<b>Exhibit No.</b>	<b>Document Title</b>
Exhibit 25	Plan Administrator Identity Disclosure

**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. 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 Court concurrently with the filing of such amended or modified documents.

**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.

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<sup>3</sup> The term sheet attached hereto as Exhibit 12 varies substantially in form and substance from the illustrative version filed in the First Plan Supplement, such that it is not possible to provide a meaningful redline.

**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](http://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: March 17, 2024  
New York, New York

/s/ Paul D. Leake

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**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 Claims<sup>1</sup> 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

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<sup>1</sup> 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.** All NAS PI Claimants must provide the documentation requested in Exhibit A hereto in support of their claim. 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 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 Effective Date, 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.<sup>2</sup>

**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

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<sup>2</sup> Such documentation may include, as necessary, the heirship declaration (a “**Heirship Declaration**”) attached hereto as Exhibit C.

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 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 *Mallinckrodt plc* bankruptcy case (Case No. 20-12522) (Bankr. D. Del.) (the “Mallinckrodt 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 Mallinckrodt Case. A law firm claiming that it filed claims in the Mallinckrodt Case shall provide the Trustee a list of all claims that were also filed in the Mallinckrodt Case and the Chapter 11 Cases for the Trustee to vet and verify. NAS PI Claimants that did not file a claim in the Mallinckrodt Case will be placed in the FIFO Processing Queue after those that filed claims in 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 provides all necessary information to 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 claims 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.<sup>3</sup> 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.

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<sup>3</sup> “**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.

(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 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 the extent 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, which audit shall be randomly drawn from 1% of each batch of claims. In the event such audit is successful, the Trustee may move forward with such claims. In the event such audit is unsuccessful, the Trustee shall engage in further auditing of such batch. 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. Notwithstanding the foregoing, the Trustee or his professionals, 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 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 Claimant<sup>1</sup> seeking an Award from the NAS Personal Injury Trust (the “**NAS PI Trust**”) on a NAS PI Claim.<sup>2</sup>

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 timely filed proofs of claim prior to the general bar date, previously filed claims, and provided the required documentation in connection with the *Mallinckrodt plc* (Case No. 20-12522) (Bankr. Del.) bankruptcy case do not need to submit a claim form with the NAS PI Trust, but shall provide the Trustee with a list of claims filed in the Mallinckrodt Case and the Chapter 11 Cases for the Trustee to vet and verify.

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, PO Box 361930, Hoover, Alabama 35236. 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, unless authorized to do so by the Trustee. YOU

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<sup>1</sup> Parties that previously filed claims and provided the required documentation in connection with the *Mallinckrodt plc* (Case No. 20-12522) (Bankr. D. Del.) (the “**Mallinckrodt Case**”) bankruptcy case do not need to provide further documentation, except as set forth herein.

<sup>2</sup> 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.

CANNOT FILE ONE CLAIM FORM ON BEHALF OF MULTIPLE NAS PI CLAIMANTS,  
UNLESS AUTHORIZED TO DO SO BY THE TRUSTEE.

**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 Date of Death (if applicable):

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





**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:**

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- 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:
  - a. Endo Opioid Personal Injury Trust, Endo NAS Personal Injury Trust, and 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 “a;” and
  - 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 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.

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Patient or Legal Representative

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Date

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Relationship to Patient (If signed by Legal Representative)







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. _____
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**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. _____
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**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. _____
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**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?	<input type="checkbox"/> Yes. How notified: _____ <input type="checkbox"/> 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-F (Redline)**

**Redline of NAS PI Trust Distribution Procedures**

**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 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.** All NAS PI Claimants must provide the documentation requested in Exhibit A hereto in support of their claim. 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)~~ disallowed 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~~Effective Date, 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.<sup>2</sup>

**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.**

<sup>2</sup> Such documentation may include, as necessary, ~~one of the heirship declarations~~declaration (a “**Heirship Declaration**”) attached hereto as Exhibit C.

(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~~ Mallinckrodt plc bankruptcy case (Case No. 20-12522) (Bankr. D. Del.) (the “Mallinckrodt 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 Mallinckrodt Case. A law firm claiming that it filed claims in the Mallinckrodt Case shall provide the Trustee a list of all claims that were also filed in the Mallinckrodt Case and the Chapter 11 Cases for the Trustee to vet and verify. ~~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~~ 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~~ provides all necessary information ~~with~~ to 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 claims 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

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.<sup>3</sup> 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 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 the extent 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

<sup>3</sup> "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.



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, which audit shall be randomly drawn from 1% of each batch of claims. In the event such audit is successful, the Trustee may move forward with such claims. In the event such audit is unsuccessful, the Trustee shall engage in further auditing of such batch. 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

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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. Notwithstanding the foregoing, the Trustee or his professionals, 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 NAS Committee, the NAS PI Trust may,

**[ENDO NAS PI TDP EXHIBIT A]**

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**SAMPLE SUPPLEMENTAL CLAIM FORM FOR  
NAS PI TRUST DISTRIBUTION PROCEDURES**

This supplemental claim form (“**Claim Form**”) must be completed by each NAS PI Claimant<sup>1</sup> seeking an Award from the NAS Personal Injury Trust (the “**NAS PI Trust**”) on a NAS PI Claim.<sup>2</sup>

<sup>1</sup> ~~As set forth on Exhibit A, parties~~ 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.) (the “Mallinckrodt Case”)~~ bankruptcy ~~eases~~ case do not need to provide further documentation, except as set forth herein.

<sup>2</sup> 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.

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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 timely filed proofs of claim prior to the general bar date, 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~~ eases case do not need to submit a claim form with the NAS PI Trust ~~or provide further supporting documentation~~, but shall provide the Trustee with a list of claims filed in the Mallinckrodt Case and the Chapter 11 Cases for the Trustee to vet and verify.

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 Riverechase Parkway East, Suite 100~~ PO Box 361930, Hoover, ~~AL 35244~~ Alabama 35236. 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, unless authorized to do so by the Trustee. **YOU CANNOT FILE ONE CLAIM FORM ON BEHALF OF MULTIPLE NAS PI CLAIMANTS, UNLESS AUTHORIZED TO DO SO BY THE TRUSTEE.**

**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

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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  
[\[REDACTED\]](#).

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**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 Date of Death \(if applicable\):](#)

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

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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]***

- a. Endo Opioid Personal Injury Trust, Endo NAS Personal Injury Trust, and 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 "a;" and
  - 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 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)

**Exhibit 12**

**Term Sheet for the Corporate Governance  
Documents of the Purchaser Parent**



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

**Endo International plc, et al.**

**TOPCO PRELIMINARY GOVERNANCE TERM SHEET**

The following term sheet (this “Term Sheet”) presents certain preliminary material terms in respect of the corporate governance of Endo, Inc. (“TopCo” or the “Company”) as of the Effective Date until a Public Reporting Event (as defined below). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Second Amended and Restated Restructuring Support Agreement (as may be amended, supplemented, or otherwise modified from time to time, the “RSA”) or the [•] Amended Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) in the cases captioned *In re Endo International plc*, No. 22-22549 (JLG) (Bankr. S.D.N.Y.) (the “Chapter 11 Cases”), as applicable.

This Term Sheet is not legally binding or an exhaustive list of all the terms and conditions in respect of the governance of TopCo nor does it constitute an offer to sell or buy, nor the solicitation of an offer to sell or buy, any securities. Any such offer or solicitation shall only be made in compliance with all applicable laws. Without limiting the generality of the foregoing, this Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution and delivery of definitive documentation. All terms set forth in this Term Sheet shall be incorporated into the appropriate governance document of TopCo, which shall include the Certificate of Incorporation (the “CoI”), as well as bylaws and/or a stockholders’ agreement, and shall be implemented in form and substance as appropriate to comply with all applicable laws and ensure enforceability. With respect to the registration rights provisions set forth in Sections 13-14 below, such provisions will be reflected in a separate Registration Rights Agreement. With respect to the provisions of the stock incentive plan set forth in Section 5 below, such provisions will be reflected in a separate document in substantially similar form to the Management Incentive Plan filed with the Plan Supplement and consistent with the terms of the Plan and PSA.

Governance Provision	Summary
<b>General</b>	
<b>1. Entity Type</b>	Delaware corporation.
<b>2. Number of Authorized Shares</b>	1,000,000,000 shares of common stock, par value \$0.001 (“ <u>Common Stock</u> ”).
<b>3. Number of Shares Received on Effective Date</b>	[•] shares of Common Stock in the aggregate, (i) up to [•] to be issued to the First Lien Creditors pro-rata to their holding of the First Lien Claims under the Plan, (ii) up to [•] to be issued to the First Lien Creditors as part of their pro-rata share of the First Lien Rights Offering and the shares to be issued pursuant to the First Lien Backstop Agreement, (iii) [•] to be issued to the Voluntary GUC Creditor Trust under the Plan, and (iv) up to [•] to be issued to unsecured creditors that subscribed for Common Stock pursuant to the GUC Rights Offerings and shares to be issued pursuant to the GUC Backstop Agreement.

Governance Provision	Summary
<b>4. Common Stock</b>	One (1) series with one (1) vote per share of Common Stock.
<b>5. Management Incentive Plan</b>	On the Effective Date, TopCo will adopt a management incentive plan (the “ <u>MIP</u> ”) in substantially the same form as the Management Incentive Plan filed with the Plan Supplement, pursuant to which up to 4.5% of Common Stock (calculated on a fully diluted basis) <sup>1</sup> shall be issuable to the directors, officers, employees and/or consultants of TopCo and/or its subsidiaries (“ <u>MIP Shares</u> ”), in each case, in accordance with the terms and conditions of such MIP. No later than ninety (90) days after the Effective Date and in accordance with the direction of the Board of Directors of TopCo (the “ <u>Board</u> ”), TopCo will allocate 3.25% of the equity under the MIP subject to terms (including, without limitation, performance metrics and vesting schedules) to be determined by the Board.
<b>6. Registration and Listing Status as of Emergence</b>	The issuance of shares of Common Stock on the Effective Date (other than shares issued pursuant to the GUC Rights Offering or the Backstop Agreements) is expected to be exempt from registration pursuant to Section 1145 of the Bankruptcy Code (such shares, the “ <u>1145 Shares</u> ”) and not registered under the Securities Act of 1933, as amended (the “ <u>Securities Act</u> ”). However, the Company will not be required to take affirmative steps to cause the shares of Common Stock to be publicly listed on any securities exchange or listed over-the counter as of the Effective Date. The shares of Common Stock issued pursuant to the GUC Rights Offering and both Backstop Agreements will be issued in reliance on Section 4(a)(2) of the Securities Act and/or Regulation D or Regulation S thereunder and will be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, and will be subject to resale restrictions (such shares, the “ <u>Restricted Shares</u> ”).
<b>Relisting/IPO of Common Stock</b>	
<b>7. Relisting of Common Stock</b>	On the Effective Date or as soon as practical thereafter, the Board will establish a committee (the “ <u>Listing Committee</u> ”) consisting of at least two members, at one least one of whom will be a Nominated Director, which shall act solely by unanimous consent.

<sup>1</sup> Unless otherwise expressly stated in this Term Sheet, all references to the percentage of shares of Common Stock owned or held by a person shall be calculated strictly on the basis of the shares of the applicable class of shares that are issued and outstanding as of the time of calculation and not, for the avoidance of doubt, on a fully-diluted basis.

Governance Provision	Summary
	<p>Prior to the Effective Date, TopCo began preparations to have the shares of Common Stock admitted to listing on a recognized U.S. stock exchange (i.e., NYSE/NASDAQ) in connection with a direct listing of the shares of Common Stock with such U.S. stock exchange (the “<u>Relisting</u>”). Such preparations shall continue after the Effective Date, and the Listing Committee shall be authorized to cause TopCo to undertake all actions that are necessary and appropriate to continue and complete the Relisting; <u>provided</u> that the Listing Committee shall have the right, acting unanimously and in good faith, to forego the Relisting and instead pursue one (or neither) of the following options: (A) register all or a portion of the Restricted Shares for resale under the Securities Act (a “<u>Resale Registration</u>”), or (B) otherwise register the shares of Common Stock pursuant to Section 12(b) or 12(g) of the Exchange Act of 1934 (an “<u>Exchange Act Registration</u>”). A Relisting, Resale Registration, Exchange Act Registration or IPO (as defined below) (each a “<u>Public Reporting Event</u>”) would result in periodic reporting to the U.S. Securities and Exchange Commission (“<u>SEC</u>”) by TopCo.</p> <p>Upon a Public Reporting Event, (i) TopCo will be required to satisfy the requirements of the SEC and, in the case of a Relisting, NYSE/NASDAQ requirements, and (ii) the Board will cause TopCo to adopt governance documents in accordance with (a) SEC and/or NYSE/NASDAQ requirements (as applicable), and (b) generally accepted governance standards for a non-controlled public company.</p> <p>A Relisting, Resale Registration or Exchange Act Registration may be initiated and approved by the Listing Committee in accordance with the above. In each case, TopCo and its shareholders will agree to take all necessary action to effect such Public Reporting Event.</p>
<p><b>8. Drag-Along Rights in IPO; Registration Rights in Relisting</b></p>	<p>TopCo shall not consummate an initial public offering (an “<u>IPO</u>”) without the unanimous consent of (a) the Listing Committee, (b) each shareholder (if any) that (i) holds greater than 7.5% of the shares of Common Stock as of the Effective Date and (ii) continues to hold greater than 7.5% of the shares of Common Stock as of the date of such consent, and (c) the shareholder that holds the greatest number of shares of Common Stock of all the shareholders that hold between 6.5% and 7.5% of the shares of Common Stock (if any) as of the date of such consent; <u>provided</u>, that if the shareholders in clauses (b) and (c) above do not unanimously agree to approve an IPO, then (x) all of the shareholders in clause (b) plus (y) any additional shareholders of Common Stock, which, together with the shareholders in clause (b), hold in the aggregate 33% or more of the shares of Common Stock shall have the right to approve the IPO with the same effect as if the shareholders in clauses (b) and (c) had unanimously approved such IPO (subject to the unanimous consent of the Listing Committee). If TopCo consummates an IPO, then TopCo shall provide its shareholders with an opportunity to indicate their interest in selling shares of Common Stock pursuant to an IPO. If the indications of interest do not meet the minimum number of shares that, in the judgment of the Listing Committee and the underwriters for the IPO, would maximize the price and liquidity of the Common Stock or satisfy the listing requirements of the recognized U.S. stock exchange the Company intends to list on, then all shareholders shall be required to sell a pro rata portion of their shares in such IPO to meet such minimum; <u>provided</u> that no shareholder shall be required to sell its pro rata portion in the IPO unless the price paid for its shares of Common Stock is at least equal to the price paid to other shareholders participating in the IPO.</p>

Governance Provision	Summary
	In connection with a Relisting via a direct listing into the U.S. stock exchange or Resale Registration or in the case of an Exchange Act Registration, TopCo shall provide its shareholders with an opportunity to (but such shareholders are not obliged to) register their Restricted Shares.
<b>9. Lock-Up for IPO</b>	All shareholders shall agree that, in connection with an IPO, the shareholders will be bound by, and agree to enter into, a customary lock-up with the underwriters for the IPO and shall agree not to sell or transfer their Common Stock for up to 180 days after closing of the IPO. No lock-up shall be required in case of a Relisting via a direct listing into the U.S. stock exchange, a Resale Registration or an Exchange Act Registration.
<b>Transfers, New Issuances, Compulsory Sale</b>	
<b>10. Drag and Tag Rights prior to Public Reporting Event</b>	<p>Prior to a Public Reporting Event, the governance documents of TopCo shall, subject to customary exceptions, provide:</p> <ul style="list-style-type: none"> <li>• Drag-along rights to the applicable selling shareholder(s) in the event that a shareholder or any group of shareholders collectively owning a majority of the shares of Common Stock (other than MIP Shares) elects to sell all of the shares of Common Stock held by such selling shareholder, in each case, to an unaffiliated third party in a bona fide transaction; and</li> <li>• Tag-along rights to the applicable non-selling shareholder(s) in the event that a shareholder or any group of shareholders (the “<u>Transferring Shareholder(s)</u>”) wishes to sell shares of Common Stock representing 50% or more of the shares of Common Stock (other than MIP Shares), in one or a series of transactions, in each case, to an unaffiliated third party in a bona fide transaction.</li> </ul> <p>Drag- and tag-along rights shall be subject to customary limitations on representations, warranties and restrictive covenants. Any indemnities with respect to the Company to be provided shall be shared pro rata based on the aggregate proceeds actually received by each shareholder. The consideration to be received by shareholder(s) participating in transactions subject to such drag- and tag-along rights shall, subject to management rollover opportunities, be in the same form and amount per share of Common Stock. All of the shareholders will be required to elect, and agree to reimburse and indemnify, a shareholder representative designated by the dragging shareholder in connection with a drag-along transaction.</p>
<b>11. Pre-emptive Rights Prior to Public Reporting Event</b>	Subject to customary exceptions, prior to a Public Reporting Event, each shareholder holding greater than one percent (1%) of the shares of Common Stock (calculated on a fully-diluted basis) shall have the right to purchase such shareholder’s pro rata share of any newly issued (i) equity securities (including any securities convertible into or exchangeable or exercisable for equity securities) or (ii) debt securities for which no bank or arranger has been appointed and which provides for an all-in yield greater than [__]%, together with a customary right of oversubscription in respect of offered shares not otherwise subscribed for by the other preemptive rights holders; <u>provided</u> , any such shareholder may assign such right to one or more of its affiliates.

Governance Provision	Summary
<b>12. Transfer Limitations and Restrictions Under Charter Documents</b>	<p>Shares of Common Stock may be subject to transfer limitations imposed by applicable securities law. In addition to such limitations, until a Public Reporting Event, any potential unaffiliated, third-party purchaser of shares of Common Stock must, prior to acquiring any shares of Common Stock, (i) certify (in form and substance reasonably acceptable to the Board) that it is not a competitor of TopCo (subject to customary carveouts for (x) passive investments and (y) equity interests owned by shareholders of TopCo as of the Effective Date) and (ii) execute a joinder to the TopCo stockholders' agreement, effective upon the consummation of such acquisition.</p>
<b>Registration Rights</b>	
<b>13. Demand Registration Rights after Public Reporting Event</b>	<p>Following a Public Reporting Event, upon receipt of a demand by one (1) or more shareholders together holding more than 15% of the then outstanding Registrable Securities (as defined below), subject to mutually agreed restrictions regarding the aggregate number of demand rights and customary time limitations and suspension/blackout periods, TopCo shall provide a notice to all holders of Registrable Securities to allow participation in a registration as selling holders. Amounts sold by selling holders will be pro rata based on any cap on the number of securities to be sold as advised by the underwriters, in all cases subject to normal blackout provisions. For purposes of this Term Sheet, "<u>Registrable Securities</u>" initially shall mean shares of Common Stock that are restricted securities or control securities (each, within the meaning of the Securities Act) on the effective date of the Plan.</p>
<b>14. Piggy-Back Registration Rights after Public Reporting Event</b>	<p>The Company shall provide the piggyback registration rights set forth in Section 8 above. In addition, after a Public Reporting Event, if the Company intends to file a registration statement under the Securities Act (other than for an IPO or in other customary circumstances in which piggy-back rights are not appropriate), TopCo shall provide a notice to all holders of Registrable Securities to offer participation in the registration as registering or selling holders, as applicable.</p>
<b>Directors</b>	
<b>15. Board Size; Initial Composition of the Board</b>	<p>The Board shall initially consist of the following seven (7) directors (the "<u>Initial Directors</u>"): </p> <ul style="list-style-type: none"> <li>• the CEO of TopCo (the "<u>Executive Director</u>");</li> <li>• two (2) directors nominated by GoldenTree Asset Management LP or its affiliates (collectively "<u>GoldenTree</u>") (the "<u>Nominated Directors</u>"), one (1) of which shall be independent and not an employee of GoldenTree; and</li> </ul>

Governance Provision	Summary
	<ul style="list-style-type: none"> <li>four (4) directors designated by a nominating and selection committee established by the Consenting First Lien Creditors (the “<u>Nominating and Selection Committee</u>”)<sup>2</sup> following the Nominating and Selection Committee’s engagement of a reputable search firm (the “<u>Search Firm</u>”); <u>provided</u> that in the event that each member of the Nominating and Selection Committee cannot agree upon the four (4) directors, (A) two (2) directors shall be (i) selected by members of the Nominating and Selection Committee holding more than 50% of the Prepetition First Lien Indebtedness then held by all members of the Nominating and Selection Committee and (ii) consented to by the Required Consenting Global First Lien Creditors<sup>3</sup>; (B) one (1) director shall be (i) selected by members of the Nominating and Selection Committee holding more than 50% of the Prepetition First Lien Indebtedness then held by all members of the Nominating and Selection Committee and (ii) consented to by Silver Point Capital L.P. (or its affiliates) (collectively, “<u>Silver Point</u>”) (such Board seat, the “<u>SP Consent Seat</u>”); and (C) one (1) director shall be selected by the Required Consenting Other First Lien Creditors<sup>4</sup>; <u>provided, further</u>, that all directors must have been first identified as part of the selection process and vetted by the Search Firm.</li> </ul> <p>[•] shall serve as the Chairman of the Board (the “<u>Chairman</u>”) during the Initial Term. Following the earlier of (i) the removal or replacement of [•] and (ii) the expiration of the Initial Term, the Chairman shall be determined by a majority vote of the Board. In case of a tie, neither the Chairman nor any other Board member shall have a casting (tie-breaking) vote.</p> <p>Any remuneration paid to directors shall be on market-standard terms.</p>
<p><b>16. Initial Term</b></p>	<p>The Initial Directors shall serve until TopCo’s next annual shareholders’ meeting following the Effective Date (the “<u>Initial Term</u>”).</p>

<sup>2</sup> Nominating and Selection Committee shall be comprised of (a) Consenting Other First Lien Creditors holding over \$225 million of Prepetition First Lien Indebtedness throughout the selection process and (b) the pre-March 24, 2023 members of the steering committee of the Ad Hoc First Lien Group holding over \$100 million of Prepetition First Lien Indebtedness throughout the selection process.

<sup>3</sup> “Required Consenting Global First Lien Creditors” means, as of any date of determination after [execution of the RSA], the Consenting First Lien Creditors [(i.e., the 1L creditors that signed the RSA)] holding more than 50% of the principal amount of Prepetition First Lien Indebtedness held by all Consenting First Lien Creditors; provided, further, that any modification, amendment, or supplement to this definition shall require the written consent of each Consenting First Lien Creditor.

<sup>4</sup> “Required Consenting Other First Lien Creditors” means, as of any date of determination after [execution of the RSA], the Consenting Other First Lien Creditors holding more than 50% of the principal amount of Prepetition First Lien Indebtedness held by the Consenting Other First Lien Creditors in the aggregate and without duplication; provided, for the avoidance of doubt, that the Claims of any Consenting Other First Lien Creditor that, as of the applicable date of determination after the [execution of the RSA], is a member (or an affiliate of a member) of the Ad Hoc First Lien Group shall be excluded from the foregoing calculation; provided, further, that any modification, amendment, or supplement to this definition shall require the written consent of each Consenting Other First Lien Creditor.

Governance Provision	Summary
	<p>GoldenTree shall be entitled to designate (A) two (2) Nominated Directors only for so long as GoldenTree owns or holds at least [15%] of the then-issued and outstanding shares of Common Stock (calculated on a fully-diluted basis, but excluding MIP Shares) (the “<u>Larger Minimum Amount</u>”) or (B) one (1) Nominated Director only for so long as GoldenTree owns or holds at least [5%] of the then-issued and outstanding shares of Common Stock (calculated on a fully-diluted basis, but excluding MIP Shares) (the “<u>Smaller Minimum Amount</u>”) and together with the Larger Minimum Amount, a “<u>Specified Amount</u>”); <u>provided</u>, that if at any time GoldenTree does not hold a Specified Amount, the Nominated Director(s) shall nonetheless continue to serve on the Board until the earlier of (x) his or her resignation or removal in accordance with Sections 17, 18 and 19 below and (y) the next annual meeting of the shareholders, at which point such Board seat(s) shall be filled in accordance with clause (iii) of Section 17 below.</p>
<p><b>17. Subsequent Nomination of Directors</b></p>	<p>Following the Initial Term and until a Public Reporting Event, the directors shall be designated for election as follows, and the Board shall take all necessary action (in compliance with their fiduciary duties) to nominate for election, at each annual meeting of TopCo’s shareholders or at a special meeting or by written consent of the shareholders at any time:</p> <ul style="list-style-type: none"> <li>(i) the Executive Director (who, for the avoidance of doubt, shall be the CEO of TopCo);</li> <li>(ii) the Nominated Directors (so long as GoldenTree continues to hold a Specified Amount); and</li> <li>(iii) a number of independent directors required to fill the remaining seats of the Board, who shall be nominated by the nominating committee of the Board constituted for such function; <u>provided</u> that Silver Point shall retain its consent right with respect to the SP Consent Seat at each annual meeting following the Initial Term so long as Silver Point owns or holds at least 5% of the then-issued and outstanding shares of Common Stock (calculated on a fully-diluted basis, but excluding MIP Shares); <u>provided, further</u>, that Silver Point’s consent with respect to the SP Consent Seat shall not be deemed consent with respect to such Board seat at any subsequent annual meeting following the Initial Term (i.e., Silver Point may withhold its consent over the SP Consent Seat regardless of whether or not Silver Point provided its consent with respect to the SP Consent Seat for the Initial Term).</li> </ul> <p>If at any time GoldenTree does not hold a Specified Amount, the CoI shall provide that the Nominated Director(s) shall (a) at the request of a majority of the directors then in office resign immediately, and GoldenTree shall otherwise take all action necessary to remove the Nominated Director(s), or (b) if no such request is made, continue to serve until his or her term expires at the next annual meeting of the shareholders, at which point such Board seats shall be filled in accordance with clause (iii) above.</p>

Governance Provision	Summary
<b>18. Removal of Directors</b>	<p>The CoI shall provide that any director may be removed from office, either with or without cause, by an affirmative vote of shareholders owning a majority of the outstanding shares of Common Stock, subject to the following sentence. The CoI shall provide that, for so long as GoldenTree has director designation rights, the Nominated Directors may only be removed or replaced by the Board upon request by GoldenTree. If GoldenTree requests that the Board remove any of the Nominated Directors, the Board shall take all necessary action (in compliance with their fiduciary duties and the General Corporation Law of the State of Delaware (as the same exists or may hereafter be amended from time to time, the “<u>DGCL</u>”)) to cause the removal (whether for or without cause) of the applicable director.</p>
<b>19. Board Vacancies</b>	<p>The Executive Director seat shall be filled only by the replacement CEO of TopCo.</p> <p>The CoI shall provide that GoldenTree has the exclusive right to designate directors for nomination and election to the Board to fill vacancies (for the remainder of the then-current term) of the Nominated Director seats, and the Board shall take all necessary action (in compliance with their fiduciary duties and the DGCL) to cause such vacancies to be filled by replacement directors nominated by GoldenTree as promptly as reasonably practicable.</p> <p>In the event of a vacancy on any of the four (4) independent director seats described in Section 17 above, the remaining directors on the Board may appoint a replacement director to fill such vacancy with the directors nominated by the nominating committee of the Board in accordance with Section 17 above; <u>provided</u> that, in the event of a vacancy on the SP Consent Seat, Silver Point shall retain a consent right over the SP Consent Seat in accordance with clause (iii) of Section 17 above.</p>
<b>20. Board Committees and Board Observers</b>	<p>The committees of the Board will be appointed by a majority of the Board and the Board shall take all necessary action (in compliance with their fiduciary duties and the DGCL) to ensure that all Board committees include at least one (1) of the Nominated Directors (if any) unless any such Nominated Director declines, in his or her sole discretion, to serve on any such committee (subject to any requirements, including independence requirements, for such committee members imposed by applicable law or by the applicable rules of any national securities exchange on which the shares of Common Stock may be listed or traded following a Relisting).</p> <p>There shall be no Board observers.</p>
<b>21. Quorum; Notice of Board Meetings</b>	<p>The quorum necessary for the transaction of the business of the Board shall be a majority of the directors in office, including in all cases the Nominated Directors; <u>provided</u>, that if a Nominated Director fails to attend [three] successive meetings of the Board and consequently a quorum is not available at such meetings, a quorum will not require the attendance of any Nominated Directors solely for the next duly called meeting.</p> <p>The Board shall determine the frequency and schedule for its regular meetings. The Chairman, CEO, or a majority of the then-serving directors may summon a meeting of the Board by at least 24 hours’ notice.</p>
<b>22. Board Voting/Action by Written Consent</b>	<p>All Board matters will require approval of a majority of the directors present and voting at a meeting of the Board at which a quorum is present.</p>



Governance Provision	Summary
	Unanimous consent of the Board in writing shall be permitted.
<b>23. Fiduciary Duties</b>	The directors of TopCo have certain statutory and fiduciary duties as a matter of Delaware law, including a fiduciary duty not to misuse the company’s property, information or opportunities for his or her own benefit.
<b>24. Subsidiary Boards</b>	The Company will use reasonable discretion to establish subsidiary board membership; <u>provided</u> that it will not unreasonably withhold consent if a Nominated Director requests to serve on a subsidiary board.
<b>Shareholders</b>	
<b>25. Annual Meetings</b>	An annual meeting of stockholders must be held within thirteen (13) months of the prior year’s annual meeting.
<b>26. Special Meetings</b>	One or more shareholders together holding [a majority of the outstanding shares of Common Stock] may call special meetings (the “ <u>Requesting Shareholders</u> ”). Special meetings must be held within 60 days of a request by the Requesting Shareholders.
<b>27. Shareholder Proposals</b>	To submit business (including the appointment of any directors), (i) for an annual meeting, a shareholder must provide notice not less than sixty (60) days nor more than ninety (90) days prior to the first anniversary of the preceding year’s annual meeting and (ii) for a special meeting, the Requesting Shareholders must provide notice in connection with their request for such meeting.
<b>28. Quorum</b>	Shareholders holding a majority of the outstanding shares of Common Stock shall constitute a quorum. Unless otherwise required by law, assuming quorum, approval of a majority of the outstanding shares of Common Stock entitled to vote at a shareholder meeting and present in person or voting by proxy shall be sufficient to take corporate action.
<b>29. Shareholder Action by Written Consent</b>	Any action required or permitted to be taken at any annual meeting or special meeting may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares of Common 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. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Governance Provision	Summary
<b>Other</b>	
<b>30. Amendments</b>	Subject to customary exceptions (e.g., ministerial amendments or to correct drafting errors), amendments to provisions of TopCo’s governance documents that would amend, modify, or waive any of the terms set forth in this Term Sheet shall require the prior consent of shareholders owning more than [66 2/3%] of the then-outstanding shares of Common Stock; <u>provided</u> , that, notwithstanding any such consent, (i) no amendment may materially adversely and disproportionately affect a shareholder (solely in its capacity as a shareholder) relative to other shareholders without such shareholder’s specific written consent; and (ii) any amendment to the provisions of TopCo’s governance documents regarding (x) GoldenTree’s right to designate Nominated Directors or (y) Silver Point’s consent rights with respect to the SP Consent Seat shall require the written consent of GoldenTree or Silver Point, as applicable.
<b>31. Jurisdiction of Incorporation</b>	Delaware.
<b>32. Dividends</b>	Subject to applicable law, the Board may declare and pay interim dividends on shares of the Common Stock.
<b>33. Information Rights</b>	<p>Prior to a Public Reporting Event, and subject to a shareholder executing and delivering a customary confidentiality agreement applicable to such Information Rights on a form acceptable to TopCo, TopCo shall provide all shareholders quarterly unaudited financial statements within a customary time period following each quarter’s end and annual audited financial statements within a customary time period following each fiscal year’s end (the foregoing financial statements provided to all shareholders, the “<u>Financial Statements</u>”); <u>provided</u> that TopCo shall not be required to provide such information to any shareholder that is a competitor; <u>provided, further</u>, that such confidentiality agreement will permit such shareholder to share Financial Statements with other market participants (e.g., potential purchasers, equity analysts, etc.) upon such participant’s execution of a joinder to such confidentiality agreement</p> <p>In addition, prior to a Public Reporting Event, TopCo will schedule a teleconference with all shareholders, other than competitors, between five (5) and twenty (20) business days after the delivery of each Financial Statement to discuss TopCo’s business, financial condition and financial performance, prospects, liquidity and capital resources (such teleconference, together with receipt of the Financial Statements, the “<u>Information Rights</u>”).</p> <p>The Information Rights shall be subject to customary exceptions to protect privileged, confidential and proprietary company information from disclosure to the public and competitors.</p>
<b>34. D&amp;O Insurance</b>	As soon as practicable but in any event within ninety (90) days of the Effective Date, TopCo shall obtain from financially sound and reputable insurers directors and officers liability insurance in an amount and on terms and conditions reasonably satisfactory to the Board and shall thereafter use commercially reasonable efforts to cause such insurance policies to be maintained until such time as the Board determines that such insurance should be discontinued.

Governance Provision	Summary
<p><b>35. Other Terms</b></p>	<p>The CoI (as well as the charters of all subsidiaries of TopCo) will provide that TopCo shall not issue non-voting equity securities of any class, series or other designation to the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code.</p> <p>Except as expressly set forth herein to the contrary, no management or similar fees shall be paid to any shareholder unless such opportunity is made available on an equal and ratable basis to all shareholders</p> <p>TopCo’s governance documents will also provide for other customary terms, including, without limitation, indemnification and exculpation of directors and other appropriate persons.</p>
<p><b>36. [Shareholder Approval Rights]<sup>5</sup></b></p>	<p>Subject to customary exceptions, Required Consenting Global First Lien Creditors may agree to provide that the CoI will set forth rights of shareholders to approve certain actions by TopCo at voting thresholds to be so agreed, which actions may include the following:</p> <ol style="list-style-type: none"> <li>1. [any changes to the MIP or Board compensation;]</li> <li>2. [in a single transaction or a series of related transactions, (i) any merger, consolidation or other business combination of TopCo, which results in the shareholders of TopCo immediately prior to such transaction owning less than fifty percent (50%) of the voting power of the voting securities of TopCo or other entity resulting from such merger, consolidation or other business combination; or (ii) the transfer of all or substantially all of TopCo’s assets;]</li> <li>3. [the entering into by TopCo of any transaction with (i) a shareholder, officer or director of TopCo or (ii) any “affiliate”, “associate” or member of the “immediate family” (as such terms are respectively defined in rules and regulations under the Exchange Act of 1934) of any person described in the foregoing clause (i);]</li> <li>4. [issuance of any equity securities of TopCo (other than issuances of securities in compliance with the preemptive rights set forth in <u>Section 11</u> above);]</li> <li>5. [the incurrence by TopCo and/or its subsidiaries of indebtedness in excess of USD\$[____];]</li> <li>6. [any acquisitions by TopCo or any of its subsidiaries with an enterprise value of more than USD\$[____] individually or USD\$[____] in the aggregate; and]</li> <li>7. [any change to TopCo’s corporate form (such as to an LLC) or tax structure.]</li> </ol>

<sup>5</sup> The terms of this Section 36 are subject to the ongoing review, negotiation, and discussion among the parties. For the avoidance of doubt, the Debtors have not consented to these terms in the attached form and reserve all rights in this regard.

**Exhibit 25**

**Plan Administrator Identity Disclosure**

### **Plan Administrator Identity Disclosure**

Pursuant to the terms of the Plan, the Debtors and the Required Consenting Global First Lien Creditors have designated Patrick J. Bartels Jr. as Plan Administrator of Redan Advisors LLC. Mr. Bartels's biography is provided below.

#### **Biography – Patrick J. Bartels**

Patrick J. Bartels is the Managing Member of Redan Advisors LLC, a firm that provides fiduciary services, including board of director representation and strategic planning advisory services for domestic and international public and private business entities.

Mr. Bartels currently serves as a director on the board of directors of Marblegate Acquisition Corp., AgileThought, Cineworld, Avaya, Mattress Firm, Pyxus International, Inc., TPC Group Inc., and Wesco Aircraft Holdings, Inc.

Prior to founding Redan Advisors LLC, Mr. Bartels served as a senior investor in complex financial restructurings and process-intensive situations in North America, Asia and Europe, and in a broad universe of industries.

He has more than 20 years of industry experience and served as a Managing Principal at Monarch Alternative Capital LP, a private investment firm that focused primarily on event-driven credit opportunities, from 2002 to December 2018. Prior to Monarch, he served as Research Analyst for high yield investments at INVESCO, where he analyzed primary and secondary debt offerings of companies in various industries.

Mr. Bartels began his career at Pricewaterhouse Coopers LLP, where he was a Certified Public Accountant. He holds the Chartered Financial Analyst designation.

Mr. Bartels received a Bachelor of Science degree in Accounting and Finance from Bucknell University.